

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, July 29, 2025

4:30 PM

City Hall Room 101

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: 879 2811 6637**
[PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_N5EMSMC1Q0I8CGKQHZR1PQ](https://us06web.zoom.us/webinar/register/join?url=join_url&join_url=N5EMSMC1Q0I8CGKQHZR1PQ)
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****A. CONSENT****A.1. APPROVAL OF THE JULY 15, 2025 CITY COUNCIL MEETING MINUTES:****A.2. CITYWIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES:**

A RESOLUTION TO AWARD RFP 25-10 AND AUTHORIZE A CONTRACT WITH POST OAK PRESERVATION SOLUTIONS, LLC IN THE AMOUNT OF \$69,335.00 FOR A CITYWIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES (2025-1185)

A.3. SAFE STREETS FOR ALL PROJECT DESIGN AGREEMENT - COLLEGE AVE:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GARVER, LLC FOR DESIGN PHASE SERVICES FOR THE NORTH COLLEGE AVENUE (SYCAMORE TO TOWNSHIP) SAFE STREETS FOR ALL PROJECT IN THE AMOUNT OF \$787,660.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-1010)

A.4. SAFE STREETS FOR ALL PROJECT DESIGN AGREEMENT - S. SCHOOL AVE.:

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH I & S GROUP, INC. FOR DESIGN PHASE SERVICES FOR THE SOUTH SCHOOL AVENUE SAFE STREETS AND ROADS FOR ALL PROJECT IN THE AMOUNT OF \$287,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-1188)

A.5. SAFE STREETS FOR ALL PROJECT DESIGN AGREEMENT - E. JOYCE BLVD.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR STUDY AND DESIGN PHASE SERVICES FOR THE EAST JOYCE BOULEVARD SAFE STREETS FOR ALL PROJECT IN THE AMOUNT OF \$287,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-1224)

A.6. FIRE DEPARTMENT SIDE-BY-SIDE VEHICLE REPLACEMENTS - POLARIS SALES INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF TWO SIDE-BY-SIDES FROM POLARIS SALES INC. IN THE AMOUNT OF \$90,510.26, PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES, OR DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2025-1238)

A.7. FLEET OPERATIONS TRUCK REPLACEMENT - RANDALL FORD OF FORT SMITH:

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD F150 HYBRID FROM RANDALL FORD, PURSUANT TO ORDINANCE 6491, IN THE AMOUNT OF \$48,156.05, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, AND TO APPROVE A BUDGET ADJUSTMENT (2025-1236)

A.8. PARKS OPERATIONS TRUCK REPLACEMENT - OLATHE FORD SALES INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD F550 UTILITY BODY FROM OLATHE FORD SALES, INC. IN THE AMOUNT OF \$89,407.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2025-1237)

A.9. CONTINUUM OF CARE PROGRAM RENEWAL GRANTS:

A RESOLUTION TO APPROVE THE RENEWAL OF FOUR CONTINUUM OF CARE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$352,848.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS (2025-1253)

A.10. WATER SERVICE CONTRACT WITH THE CITY OF JOHNSON:

A RESOLUTION TO RENEW AND EXTEND THE CONTRACT FOR ENHANCED WATER SERVICE BETWEEN THE CITIES OF JOHNSON AND FAYETTEVILLE, ARKANSAS (2025-1247)

A.11. SEWER SERVICE CONTRACT WITH THE CITY OF JOHNSON:

A RESOLUTION TO RENEW AND EXTEND THE CONTRACT FOR SANITARY SEWER SERVICE BETWEEN THE CITIES OF JOHNSON AND FAYETTEVILLE, ARKANSAS (2025-1248)

A.12. PACKAGING SPECIALTIES, INC. - LEASE AGREEMENT:

A RESOLUTION TO APPROVE A TWENTY-YEAR LEASE AGREEMENT WITH PACKAGING SPECIALTIES, INC. FOR APPROXIMATELY 12,500 SQUARE FEET ALONG THE NORTHERN BOUNDARY OF WHITE RIVER PARK WHICH WILL ALLOW FOR THE CONSTRUCTION OF A FIRE ACCESS ROAD AND PARK AMENITIES, WITH AUTOMATIC RENEWALS IN INCREMENTS OF FIVE YEARS (2025-1251)

A.13. DAWSON AERO, LLC & SHANNON HOMES, LLC - LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THIRTY-YEAR GROUND LEASE AGREEMENT WITH DAWSON AERO, LLC AND SHANNON HOMES, LLC, FOR AIRPORT PROPERTY LOCATED IMMEDIATELY NORTH OF THE TERMINAL BUILDING FOR THE CONSTRUCTION OF A 120' X 100' HANGAR, WITH AN OPTION TO EXTEND THE GROUND LEASE FOR UP TO THREE ADDITIONAL FIVE YEAR PERIODS (2025-1255)

A.14. DAWSON AERO, LLC - LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THIRTY-YEAR GROUND LEASE AGREEMENT WITH DAWSON AERO, LLC, FOR AIRPORT PROPERTY LOCATED IMMEDIATELY NORTH OF THE TERMINAL BUILDING FOR THE CONSTRUCTION OF A 120' X 100' HANGAR, WITH AN OPTION TO EXTEND THE GROUND LEASE FOR UP TO THREE ADDITIONAL FIVE YEAR PERIODS (2025-1254)

A.15. CREAMER PILOT SERVICES, LLC - LEASE AGREEMENT:

A RESOLUTION TO APPROVE A FOUR-YEAR LEASE AGREEMENT WITH CREAMER PILOT SERVICES, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AND CORPORATE HANGAR SPACE AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$5,411.30 PER MONTH FOR THE FIRST YEAR (2025-1048)

A.16. AMEND THE RULES OF ORDER AND PROCEDURE:

A RESOLUTION TO REPEAL A.10 VIRTUAL CITY COUNCIL MEETINGS AUTHORIZED OF THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL (2025-1186)

A.17. 2026 EMPLOYEE BENEFITS:

A RESOLUTION TO APPROVE THE 2026 EMPLOYEE BENEFITS PACKAGE THAT INCLUDES HEALTH INSURANCE, DENTAL INSURANCE, LIFE INSURANCE, SHORT TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNTS, HEALTH SAVINGS ACCOUNTS, AND SUPPLEMENTAL BENEFITS (2025-1136)

B. UNFINISHED BUSINESS**B.1. 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.

AT THE JULY 15, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE AUGUST 5, 2025 CITY COUNCIL MEETING.

B.2. TREE PRESERVATION AMENDMENTS:

AN ORDINANCE TO AMEND § 167.04 (L) CONTINUING PRESERVATION AND PROTECTION UNDER APPROVED TREE PRESERVATION PLANS AND TREE PRESERVATION EASEMENTS (2025-716)

AT THE JUNE 17, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE AUGUST 5, 2025 CITY COUNCIL MEETING.

B.3. 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)

AT THE JULY 15, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE AUGUST 5, 2025 CITY COUNCIL MEETING.

B.4. 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)

AT THE JULY 15, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE AUGUST 5, 2025 CITY COUNCIL MEETING.

B.5. 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)

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

C. NEW BUSINESS**C.1. REZONING 2648 N. OLD WIRE RD./APPLE SEEDS FROM RSF-4 TO P-1:**

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN-2025-22 FOR APPROXIMATELY 0.87 ACRES LOCATED AT 2648 NORTH OLD WIRE ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO P-1, INSTITUTIONAL (2025-1249)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. WASHINGTON COUNTY TAX ASSESSOR PRESENTATION

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

BOARD, COMMITTEE, COMMISSION VACANCIES ADVERTISEMENT

THE OFFICE OF THE CITY CLERK TREASURER WILL OPEN APPLICATIONS FOR BOARD, COMMITTEE, AND COMMISSION VACANCIES ON FRIDAY, AUGUST 1, 2025. APPLICATIONS MUST BE SUBMITTED BY 5:00 P.M. ON FRIDAY, AUGUST 22, 2025.

G. ADJOURNMENT



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

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

FROM: Kylee Cole, Long Range & Preservation Planner

SUBJECT: **Approval of a professional services agreement with Post Oak Preservation Solutions, LLC in the amount of \$69,335, for Phase 1 of a citywide windshield survey of historic properties.**

RECOMMENDATION:

Staff recommends approval of a professional services agreement with Post Oak Preservation Solutions, LLC in the amount of \$69,335, for phase 1 of a citywide historic resource survey, pursuant to RFP 25-10.

BACKGROUND:

On April 15, 2025, the Fayetteville City Council approved a grant from the Arkansas Historic Preservation Program (AHPP) in the amount of \$72,000. The grant funds from AHPP were divided into two specific amounts, \$70,000 for phase 1 of a city-wide windshield survey of historic properties and \$2,000 for Historic District Commission training. No matching funds from the City are required as the match will be in-kind work by long range planning staff.

DISCUSSION:

The City of Fayetteville issued RFP 25-10 for phase 1 of a citywide survey in early June and Post Oak Preservation Solutions, LLC was selected. The project contract and scope have been approved by AHPP per the grant requirements and staff is requesting approval of the contract from the City Council.

BUDGET/STAFF IMPACT:

The contract is in the amount of \$69,335.00.

ATTACHMENTS: 3. Staff Review Form, 4. Contract



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1185

A RESOLUTION TO AWARD RFP 25-10 AND AUTHORIZE A CONTRACT WITH POST OAK PRESERVATION SOLUTIONS, LLC IN THE AMOUNT OF \$69,335.00 FOR A CITYWIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES

WHEREAS, on April 15, 2025, City Council approved Resolution 100-25 authorizing the acceptance of a Certified Local Government Grant from the Arkansas Historic Preservation Program in the amount of \$72,000.00 which includes \$70,000.00 for phase 1 of a city-wide windshield survey of historic properties.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a contract with Post Oak Preservation Solutions, LLC in the amount of \$69,335.00 for phase 1 of a citywide windshield survey of historic properties.

City of Fayetteville Staff Review Form

3035-1185

Item ID

8/5/2025

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

Kylee Cole

7/18/2025

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a professional services agreement with Post Oak Preservation Solutions, LLC in the amount of \$69,335, for phase 1 of a citywide windshield survey of historic properties.

Budget Impact:

1010.090.660-5314.00

Professional Services

Account Number

Fund

32207.2501

AHPP CLG Grant - Windshield Survey

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 70,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 70,000.00

Does item have a direct cost? Yes

Item Cost

\$ 69,335.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 665.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 100-25

Change Order Number:

Approval Date: 4/15/2025

Original Contract Number:

Comments:



This contract executed this ____ day of _____, 2025, between the City of Fayetteville, Arkansas (**City**), of 113 W. Mountain, Fayetteville, AR 72701 and Post Oak Preservation Solutions LLC (**Post Oak**) of P.O. Box 12747, San Antonio, Texas, 78212, 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 preparation of Phase 1 of a Citywide Survey for the City of Fayetteville (the “Project”).
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **Post Oak** 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 25-10, Citywide Survey – Phase 1
 - C. Appendix C: **Post Oak’s** RFP response
3. City’s Responsibilities:
 - A. The City shall make available to Post Oak all relevant information or data pertinent to the Project which is required by Post Oak to perform the Services. Post Oak 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 Post Oak or otherwise. Where such information or data originates either with the City or its consultants then Post Oak shall not be responsible to the City for the consequences of any error or omission contained therein.
 - B. When requested by Post Oak, the City may engage specialist consultants directly to perform items of work necessary to enable Post Oak to carry out the Services. Whether arranged by the City or Post Oak, 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 Post Oak.
 - C. The City shall give prompt consideration to all documentation related to the Project prepared by Post Oak and whenever prompt action is necessary shall inform Post Oak of City’s decisions in such reasonable time so as not to delay the schedule for providing the Services.
 - D. When applicable, the City shall arrange and make provision for Post Oak’s entry to the Project site as well as other public and private property as necessary for Post Oak to perform the Services. The City shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Post Oak in the performance of the Services.
 - E. The City shall acknowledge the support of the National Park Service and the Arkansas Historic Preservation Program in the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: “This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in

this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage.”

4. Post Oak’s Responsibilities:

- A. **Post Oak** shall furnish the necessary qualified personnel to provide the Services. **Post Oak** shall coordinate with the City and with the Arkansas Historic Preservation Program as necessary to ensure proper completion of the project. **Post Oak** 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, **Post Oak** 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 **Post Oak**’s performance. There are no other representations or warranties expressed or implied made by Post Oak. 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 **Post Oak** nor shall **Post Oak** warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond **Post Oak**’s reasonable control.
- B. **Post Oak** will ensure that all project work and work products meet all applicable Secretary of the Interior’s “Standards” including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
- C. **Post Oak** will provide one full-color printed final clean copy of the report and attachments and one digital copy of the report and attachments created to the City and one full-color printed copies and one digital copy to AHPP.
- D. Any documents, images, or other content meant for web publication or mobile applications by the City of Fayetteville must meet the requirements of Title II of the Americans with Disabilities Act (ADA), WCAG 2.1, Level AA on or after April 24, 2026.

- 5. Non-Assignment: **Post Oak** shall not assign its duties under the terms of this agreement without prior written consent of the City.
- 6. Price: **Post Oak** shall perform the services included in this proposal for a flat fee of **\$69,335.00.**
- 7. Indemnification and Hold Harmless: **Post Oak** 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 **Post Oak’s** 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.
- 8. Insurance: **Post Oak** 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 the RFP. Any work sublet; **Post Oak** shall require the subcontractor similarly to provide insurance. In case any employee engaged in work on the project under this contract is not protected under Worker’s Compensation Insurance, **Post Oak** shall provide and shall cause each Subcontractor to provide adequate employer’s liability insurance for the protection of such of his employees as are not otherwise

protected. Worker's Compensation coverage shall be applicable with state law.

9. Payments:

- A. Payments will be made after approval and acceptance of invoices issued at 40%, 80%, and 100% of project completion.
- B. Payments will be made **30 calendar days after acceptance of invoice** and City prefers electronic delivery of invoices.

10. Term: This Contract shall be effective for sixteen (16) months from the date approved by City Council but may be extended upon mutual written agreement of the Parties.

11. Travel Expenses: Travel expenses associated with performance of this work shall be considered for reimbursement subject to the following conditions:

- A. All travel expenses are pre-approved by the City
- B. All expenses are in accordance with the City's most recent travel policy
- C. Travel expenses are not excessive in nature
- D. Travel expenses are of the most economical means of travel available (such as: economy class airline tickets, small compact automobiles, shuttles when available, etc.)
- E. City approved per diem rates for meals
- F. Travel expenses are not reimbursable for consultants with an office located within 50 miles of 113 W. Mountain, Fayetteville, AR 72701.

12. Ownership of Documents:

- A. All documents provided by City are and remain the property of City. **Post Oak** may retain reproduced copies of drawings and copies of other documents.
- A. All documents and records, whether in physical or electronic format, prepared by **Post Oak** or its subconsultant as part of the Project shall become the property of City when **Post Oak** has been compensated for all services rendered; provided, however, that **Post Oak** shall have the unrestricted right to their use. The Arkansas Historic Preservation Program shall have access to all documents upon request.
- B. **Post Oak** shall 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 **Post Oak**.
- C. **Post Oak** 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.

13. Independent Contractor: **Post Oak** 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. **Post Oak** is responsible for its agents, methods and operations.

14. 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.

15. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
16. Termination: This Contract may be terminated by the City of Fayetteville or **Post Oak** for any reason with 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 Post Oak for the Services performed through the date of termination within thirty (30) days of acceptance of a final invoice.
17. 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.
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. Contract Administration: The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. **Post Oak's** Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract.
20. Professional Responsibility: **Post Oak** 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.
21. Permits & Licenses: **Post Oak** shall secure and maintain any and all permits and licenses required to complete this Contract.
22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **Post Oak** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Post Oak**. 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 A 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 **Post Oak** for services actually rendered.

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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

THIS AGREEMENT IS EFFECTIVE AS OF THIS _____ DAY OF _____, 2025.

POST OAK PRESERVATION SOLUTIONS LLC

CITY OF FAYETTEVILLE, ARKANSAS

Ellis Mumford-Russell
By:
Signature

By: _____
MOLLY RAWN, Mayor

Ellis Mumford-Russell, Founder
Printed Name & Title

Date Signed: _____

Date Signed: **2025-07-09**

ATTEST:

WITNESS:

KARA PAXTON, City Clerk Treasurer

Megan W. McDonald
Signature

Megan W. McDonald
Printed name

CONTRACT FOR PROFESSIONAL SERVICES

RFP 25-10, Citywide Survey – Phase 1

APPENDIX A

Scope of Work & Fees

1. INTRODUCTION:

Post Oak Preservation Solutions LLC (Post Oak) shall provide services in preparing Phase 1 of a Citywide Survey in the City of Fayetteville.

2. SCOPE OF WORK:

Post Oak shall perform the following:

- A. Complete a windshield survey identifying and assessing historic properties within an approximately 16,650 acres area in the southeastern portion of Fayetteville and the Fayetteville Planning Area, prioritizing resources dating to 1970 or earlier.
- B. In collaboration with staff, design and incorporate customized survey forms approved by the Arkansas Historic Preservation Program (AHPP).
- C. Identify properties and property types that should be preservation priorities for the City of Fayetteville.
- D. Identify properties potentially eligible for the State or National Register of Historic Places.
- E. Compile geographic data in a format approved by City Staff, which Staff will use to produce maps for the report in collaboration with Post Oak. Staff shall provide Post Oak with existing geographic data as .csv or Excel files and assist with the creation of field maps for surveying.
- F. Provide a survey log and spreadsheet identifying properties and relevant information including location, type, architectural style, estimated construction date, photo(s), and preservation priority determination.
- G. Recommend a strategy for future in-depth surveys or other preservation work in the study area.
- H. Attend (virtually) a minimum of four (4) meetings with City staff and AHPP to update on the progress of the project.

- I. The results from items A-G shall be compiled into a historic resources inventory and recommendation report. Post Oak shall address one (1) round of reviewed and consolidated comments by the City contact and revise the report to incorporate required revisions.
- J. The results from items A-G, and I shall be compiled into a revised historic resources inventory and recommendation report and submitted to AHPP for review. Post Oak shall address one (1) round of reviewed and consolidated comments by the AHPP contact and revise the report to incorporate required revisions and produce the final deliverables.

3. **PRICING:**

- A. **Post Oak** shall perform the services included in this proposal for a flat fee of **\$69,335.00**.
 - i. Post Oak shall strive to make decisions based on what is best for the City. As such, Post Oak's compensation is structured as a flat fee, with billing to be completed on a percent-complete basis. Each billing shall be completed at 40%, 80%, and 100% of project completion.
 - ii. Additional services requested that fall outside the scope of this project shall be provided based on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in Post Oak's proposal.

4. **TIMEFRAME & PROPOSED SCHEDULE:**

- A. Any adjustments to proposed schedule shall be coordinated through City staff:

August 5, 2025	Consultant under contract with City
August 15, 2025	Project coordination meeting with city staff and AHPP
October 24, 2025	AHPP deadline for project work to begin
January 9, 2026	Preliminary drafts of survey log and recommendations ready for review by City and AHPP
January 23, 2026	Comments on preliminary draft returned to consultant
April 24, 2026	Draft of all project deliverables submitted to City and AHPP for review
June 8, 2026	Final deliverables of all project components submitted to City and AHPP
June 15, 2026	Final invoice submitted to City by Consultant
August 1, 2026	Final invoice submitted to AHPP by City for reimbursement
October 15, 2026	Final report submitted to AHPP by City



**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)

RFP 25-10, Citywide Survey – Phase 1

DEADLINE: Tuesday, June 10, 2025 before 2:00 PM, local time

CONTACT: Sr Procurement Agent Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 05/18/2025

REQUEST FOR PROPOSAL

RFP 25-10, Citywide Survey – Phase 1

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 25-10, Citywide Survey – Phase 1

The City of Fayetteville, Arkansas, is seeking proposals from qualified firms with experience in conducting historic resource surveys to prepare a citywide windshield survey of historic properties in Fayetteville. Any questions regarding this RFP shall be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent at kfitch@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 **Tuesday, June 10, 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. A current registration with the Arkansas Secretary of State shall be valid at time of Bid deadline.

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: Kenny Fitch, Sr Procurement Agent

P: 479.575.8258 E: kfitch@fayetteville-ar.gov

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

Date of advertisement: 05/18/2025

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

Amount paid: \$XXX.XX

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

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

- a. 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 fifteen (15) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a two (2) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 2-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 1/2" 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, Procurement Director, 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) 575-8258 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.
- 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 Workers' 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.

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 or inquiries shall be brought to the attention to Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville

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

- 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.

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals from qualified firms with experience in performing historic property surveys to complete the first phase of a Certified Local Government Grant funded city-wide windshield survey of historic properties, to begin in southeast Fayetteville, as described in the following Scope of Work. It is the intent of the City of Fayetteville to select a single firm or team to accomplish the services outlined in this Request for Proposals.

2. COMMUNITY & NEIGHBORHOOD BACKGROUND:

The City of Fayetteville, Arkansas is located across the Boston Range of the wider Ozark Plateau in Northwest Arkansas. It is the county seat of Washington County. The City is home to the University of Arkansas, which is located just outside the Downtown area. The City is more than 55 square miles in area with a population of 101,694 according to the 2023 American Community Survey estimations, making it the second largest city in Arkansas.

Fayetteville has a rich cultural history. The town was founded in 1828 on land that had previously been set aside for the western Cherokee Nation. Before the Cherokee, the land had been hunted by the Osage and Quapaw tribes. During the Civil War General Benjamin McCulloch ordered Confederate forces under his command to burn all the commercial buildings, military stores and vacant houses in Fayetteville. Very few structures survived or are preserved today; however, Fayetteville does have a wealth of historic structures from the late 19th century through mid-20th century, many representing vernacular materials and styles. Agricultural production was a significant part of the local economy from the post-Civil War era through WWII, and the University of Arkansas, established in 1871 as the first public university in Arkansas, has also been a significant contributor both to the local economy and to population growth.

On March 1, 1979 the Historic District Commission was created as a group of devoted local citizens concerned with improving and protecting the City’s unique historic and cultural resources. The Commission helps facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. The City of Fayetteville currently has numerous individual properties listed in the National Register and has an array of National Register Historic Districts and neighborhood associations with an eye on preservation (available online <https://maps.fayetteville-ar.gov/HistoricSites/>). With the City’s first Heritage & Historic Preservation Plan adopted in summer 2023, the Commission is looking at projects to meet the plan goals, including the identification and protection of historic properties. Please see the Heritage & Historic Preservation Plan: <https://www.fayetteville-ar.gov/4231/Heritage-and-Historic-Preservation-Plan>.

The Black Heritage Preservation Commission was established on September 7, 2021. The purpose of this Commission is to recognize, acknowledge, protect and preserve historical Black Structures and Cemeteries in honor of the vision, accomplishment, and perseverance of Fayetteville’s early Black families and individuals and the churches and other structures they built. Another Purpose of this Commission is the creation of Black Historical Markers to recognize the struggles and achievements of our Black citizens to promote diversity and equality for all Fayetteville residents and to oppose discrimination against any

person in Fayetteville. In June 2023 the Commission celebrated the unveiling of a historical marker and street naming honoring Nelson Hackett, a man who was enslaved in Fayetteville in the 1840s.

The proposed project is the first phase of a citywide windshield survey of historic properties. The survey would include areas within the Fayetteville Planning Area. According to the 2023 American Community Survey data, Fayetteville has approximately 5,252 housing units built in 1969 or earlier. To make the larger project manageable during a CLG grant cycle, the proposed Phase 1 represents a reduced scope focused on southeast Fayetteville, an area that has been underrepresented in prior historic resource surveys, totaling about 16,650 acres (see Appendix B). The study area, based on the Washington County Assessor's data, contains approximately 1,187 parcels with buildings dating to 1970 or earlier. This includes 178 parcels that have previously been surveyed. A windshield survey is a vital first step in assessing our historic resource stock, evaluating potential threats, and making plans for future in-depth surveys.

The City is prioritizing resources dating to 1970 or earlier to narrow the scale of this project. Fayetteville, like much of northwest Arkansas, experienced a building boom in the 1970s-1980s but it is unlikely that resources in this era are preservation priorities for citizens or reach the threshold of integrity and significance for state or National Register listing. However, National Register properties and districts are not the only valued places in Fayetteville. This survey project will pair with a staff-led citywide historic context statement that will provide a historical background for properties within the City and a framework for understanding and preserving the history of the area. Staff will develop a set of contexts and themes related to Fayetteville's development. It is intended to identify and characterize historic resources and to identify those areas that should be considered for future land use planning and for establishing local historic districts.

3. SCOPE OF WORK:

The purpose of this project is to conduct a windshield survey in southeast Fayetteville and prepare a survey log and executive summary highlighting key findings and recommendations. A desktop review using existing survey information, aerial photos, and historic maps provided by the City will help inform a strategic survey approach and save time on the ground. The City has received approval from the Arkansas Historic Preservation Program (AHPP) to customize survey forms rather than using the current state survey forms as much of the information collected for those forms is extraneous and not suited for our needs at this time. The City and AHPP will provide forms to selected consultant prior to contract finalization. While the final scope of services will be negotiated with the selected consultant, the City's baseline expectations include the following:

- a. Identify and assess historic properties in the southeastern portion of Fayetteville and the Fayetteville Planning Area that are missing from the existing inventory. Additionally, the survey shall expand upon and validate prior survey work completed in the study area.
- b. Identify properties and property types that should be preservation priorities for the City of Fayetteville.
- c. Identify properties potentially eligible for the State or National Register of Historic Places.
- d. Provide a survey log and spreadsheet identifying properties and relevant information including location, type, architectural style, estimated construction date, photo(s), and preservation priority determination.

- e. Recommend a strategy for future in-depth reconnaissance surveys or other preservation work in the study area.

4. QUALIFICATIONS:

Any consulting firm, consulting team, or other organization may respond. The identified project lead must meet the Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'. These qualifications, which set specific minimum education and experience requirements, can be found online at: <https://www.nps.gov/articles/sec-standards-prof-quals.htm>. Respondents shall articulate in their proposal how the designated project lead meets these minimum qualifications.

5. TENTATIVE PROJECT TIMELINE:

July 16, 2025	Consultant under contract with City
July 31, 2025	Project coordination meeting with city staff and AHPP
October 24, 2025	AHPP deadline for project work to begin
January 9, 2026	Preliminary drafts of survey log and recommendations ready for review by City and AHPP
January 30, 2026	Comments on preliminary draft returned to consultant
April 30, 2026	Draft of all project deliverables submitted to AHPP for review
June 22, 2026	Final deliverables of all project components submitted to AHPP
August 1, 2026	Final invoice submitted to City by Consultant
October 15, 2026	Final report submitted to AHPP by City

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 fifteen (15) pages; single sided, standard readable, print on standard 8.5 X 11 pages. Proposers shall also submit a two (2) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 2-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

Part I – Letter of Interest: Provide a letter of interest signed by an authorized consultant representative. Provide the names, offices, email addresses, and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda.

Part II – Consultant/Staff Qualifications: The Proposal shall include a company profile outlining the company's history and philosophy. This section will also provide a brief biography of key individuals proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position / responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. The team must meet the Professional Qualification Standards for Historic Preservation set by the Secretary of the Interior (Appendix F).

At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub- Consultants needed to complete the project (individual or firm) must be identified.

Part III – Management Approach: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed.

Part IV – Related Project Experience: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last ten (10) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement.

Part V – State and Federal Grant Guidelines: Each Consultant team must familiarize themselves with all grant requirements as required by the CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT and must meet the minimum standards outlined in the appendices listed below in all work product produced. Please note this grant is subject to all rules and regulations pursuant to the National Park Service Historic Preservation Fund Manual. See attachments:

- i. Appendix A: Historic Resources Survey & Documentation
- ii. Appendix E: Other Consultant Contracts and Products
- iii. Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

Part VI – Detailed Draft and Scope of Services: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include:

- i. Detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- ii. List any additional documents or resources necessary to complete the Work;
- iii. Describe your competitive advantage and value-added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar historic context statements, and any unique challenges and how you overcame them;
- iv. Any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
- v. A written summary identifying the types of information, data, and assistance needed from the City for a successful project;

Part VII – Project Schedule: The Consultant shall provide a project schedule, directly associated with the Consultant's proposed Scope of Services. All project timelines must meet the terms of

grant agreement shown in Section 5. The City will submit quarterly reports to the AHPP detailing programmatic and fiscal progress of work on forms to be provided by AHPP.

The timeline must include the AHPP final deadline of August 01, 2026.

7. PRICE PROPOSAL:

Proposers shall provide a Flat Fee Price Proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, profit, and contingency. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant. The Price Proposal will serve as a basis for scoring.

The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15 Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000 ($\$20,000/\$25,000$) x 15
= Score of 12 points

7. 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.

8. SELECTION CRITERIA:

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

- 1) 20% **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) 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) 25% **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) 20% **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. Attachment A: CLG Program Grant Information
 - i. Appendix A: Historic Resources Survey & Documentation
 - ii. Appendix E: Other Consultant Contracts and Products
 - iii. Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards
- b. Attachment B: Phase 1 Study Area Map

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

- a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.
- i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

- b. I certify that; as an officer of this organization, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.
- d. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
- e. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#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.

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

END OF RFP DOCUMENT

APPENDIX A: Historic Resources Survey & Documentation

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

A.) CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
- d. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
- e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.
- f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

- a. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register & Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
- b. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register & Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register & Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
- c. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product. A copy of this manual will be provided by AHPP upon request.
- d. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at Identification Guidelines (U.S. National Park Service) (nps.gov)). The survey report should, at minimum, contain the following elements:
 - i. Survey methodology
 - ii. A brief historic context specific to the area surveyed
 - iii. A brief overview of historic resource types within the area surveyed
 - iv. Maps outlining the boundaries of the area surveyed
 - v. Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - vi. Maps locating properties by resource number and address
 - vii. Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable,

digital format, such as a database, spreadsheet, GIS data, or similar data file.

- e. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
- f. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared, summarizing its history and any identifiable changes to the building that appear to have occurred since its construction.
- g. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
- h. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register & Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
- i. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.
- j. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- k. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
- l. The contractor will provide their own transportation and equipment.

- m. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property and shall be included with final project deliverables.
- n. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C.) AHPP RESPONSIBILITIES

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

APPENDIX E: Other Consultant Contracts & Products

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

A. CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP. All milestones and deadlines between the City and Contractor must be consistent with those outlined in the CLG Grant Agreement. Adjustment of these milestones must have advance AHPP approval.
- d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.
- e. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
- f. The City will ensure that all project work and work products meet all applicable SOI "Standards" including: 1) Standards and Guidelines for Preservation

Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

B. CONTRACTOR'S RESPONSIBILITIES

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

C. AHPP RESPONSIBILITIES

- a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
- b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
- c. AHPP will provide resource numbers to the contractor as necessary for project completion.
- d. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.
- e. AHPP will provide technical assistance to the contractor as necessary for project completion.

RFP 25-10, Citywide Survey - Phase 1
Appendix B
City Issued RFP

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

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

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

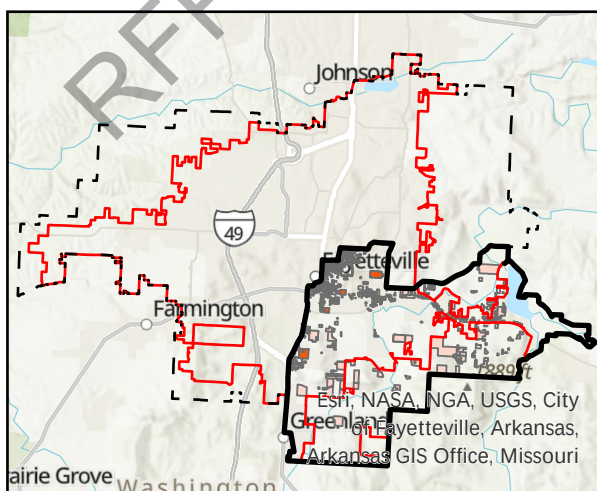
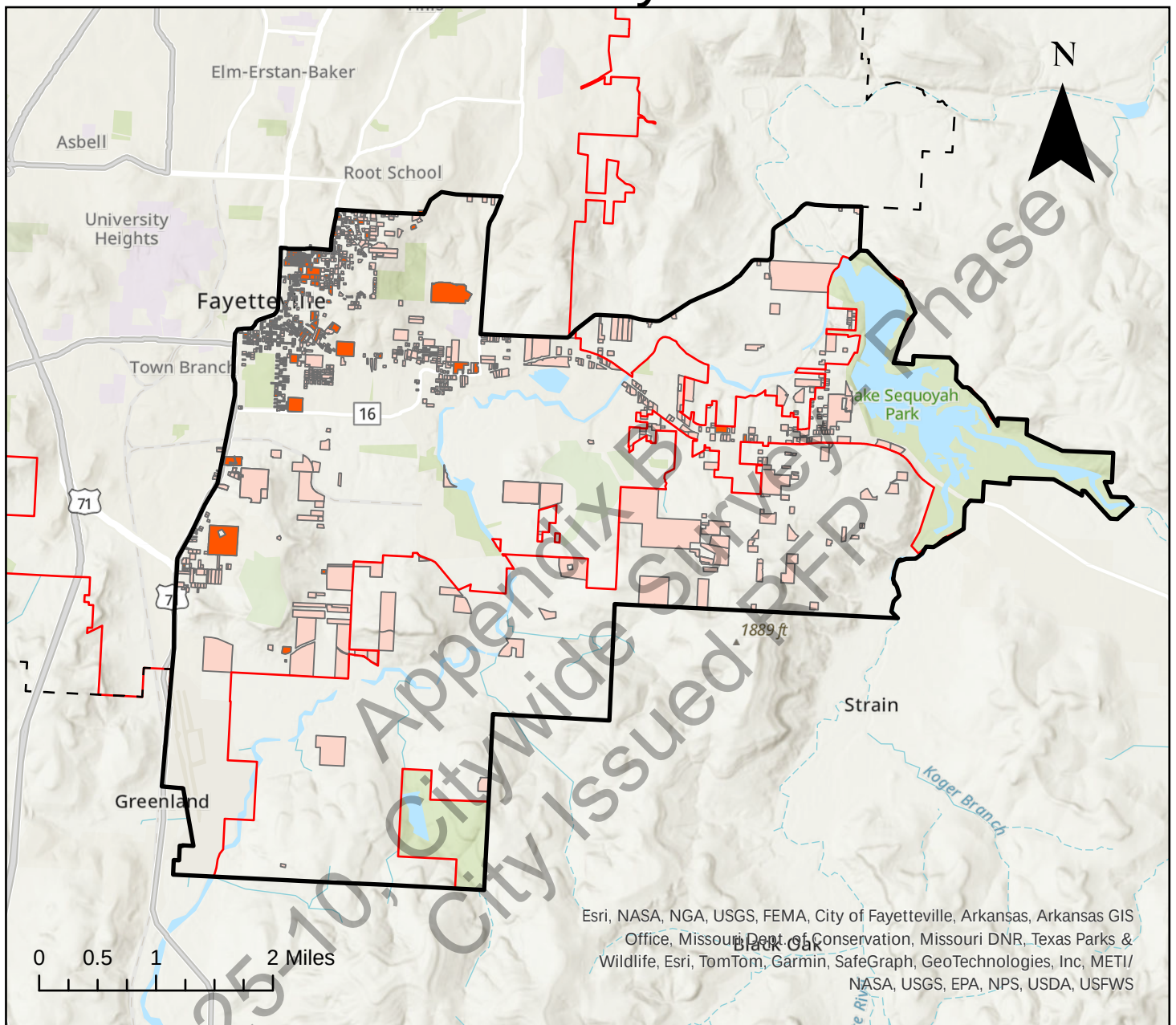
The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 Standards. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that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

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

Citywide Historic Property Survey

Ph. I Study Area

Appendix
B



Legend

- Planning_Area
- SEboundary
- City_Limits
- Surveyed Properties selection
- Parcels Pre-1970 in Planning Area selection



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 25-10 Addendum 3

Post Oak Preservation Solutions

Supplier Response

Event Information

Number: RFP 25-10 Addendum 3
Title: Citywide Survey - Phase 1
Type: Request for Proposal
Issue Date: 5/18/2025
Deadline: 6/10/2025 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is seeking proposals from qualified firms with experience in conducting historic resource surveys to prepare a citywide windshield survey of historic properties in Fayetteville. Any questions regarding this RFP shall be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent at kfitch@fayetteville-ar.gov or (479) 575-8258.

Contact Information

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

Post Oak Preservation Solutions Information

Contact: Ellis Mumford-Russell
Address: PO Box 12747
San Antonio, TX 78212
Phone: (832) 919-6433
Email: ellis@postoakpreservation.com
Web Address: postoakpreservation.com

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

Ellis Mumford-Russell

Signature

ellis@postoakpreservation.com

Email

Submitted at 6/6/2025 03:21:21 PM (CT)

Requested Attachments

RFP 25-10, Citywide Survey - Phase 1

POPS_RFP2510_FayettevilleSurvey_Proposal.pdf

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

Response Attachments

POPS_SignatureSubmittal_SIGNED_rev.pdf

Signature Submittal

Bid Attributes

1 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

2 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

3 Addendum Acknowledgement

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

☒ I agree

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, I 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 and System for Award Management (SAM.gov) 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: Post Oak Preservation Solutions, LLC

Primary Contact: Ellis Mumford-Russell Title of Primary Contact: Founder

Phone#1 (cell preferred): 832-919-6433 Phone#2: 317-966-7252

E-Mail Address: ellis@postoakpreservation.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	Ellis Mumford-Russell Digitally signed by Ellis Mumford-Russell Date: 2025.06.06 09:53:48 -05'00'	
2	Ellis Mumford-Russell Digitally signed by Ellis Mumford-Russell Date: 2025.06.06 09:54:04 -05'00'	
3		

4. DEBARMENT CERTIFICATION

- As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: Post Oak Preservation Solutions, LLC

PHYSICAL ADDRESS: 2506 Little John Lane, Austin, TX 78704

MAILING ADDRESS: PO Box 12747 San Antonio, TX 78212

TAX ID #: 84-2188317 AR. SECRETARY OF STATE FILING #: 803346273

PHONE: 832-919-6433 FAX: _____

E-MAIL: Ellis Mumford-Russell

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

SIGNATURE: Ellis Mumford-Russell Digitally signed by Ellis Mumford-Russell
Date: 2025.06.06 09:58:30 -05'00'

PRINTED NAME: Ellis Mumford-Russell

TITLE: Founder DATE: 06/06/2025

END OF RFP DOCUMENT

PROPOSAL

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC
June 2025





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Executive Summary

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC

June 2025



Executive Summary



Post Oak Preservation Solutions, LLC (Post Oak) is pleased to submit this proposal in response to the City of Fayetteville's RFP 25-10, for a Citywide Survey - Phase 1. Our firm is a woman-owned preservation consulting firm with a national reputation for excellence in historic preservation consulting, historical research, National Register nominations, and cultural resource documentation. We are confident in our ability to deliver a high-quality, comprehensive, and meaningful windshield survey for southeast Fayetteville, aligning with the City's objectives for identifying and characterizing historic resources, particularly those underrepresented in prior surveys.

Our Firm and Expertise:

Post Oak specializes in historic resource surveys and historic context studies, with a strong focus on documenting and integrating the histories of underrepresented communities. Our team of highly qualified historians and preservation professionals, meeting the Secretary of the Interior's Professional Qualification Standards, has a proven track record of delivering comprehensive and inclusive historic documentation across the country. We are particularly adept at researching and presenting narratives for communities often overlooked in historical records, such as demonstrated in our work on the Kansas City African American Heritage MPDF and the Southeast Fayetteville Neighborhood Historic Context Statement. This core competency ensures that the survey will capture a richer, more inclusive historical record for Fayetteville's diverse population.

Understanding of the Project:

We understand the City of Fayetteville is seeking proposals for the first phase of a Certified Local Government (CLG) Grant-funded city-wide windshield survey, focusing on approximately 16,650 acres in southeast Fayetteville. The project prioritizes resources dating to 1970 or earlier and will inform future land use planning and local historic district establishment. Our approach will incorporate customized survey forms approved by the Arkansas Historic Preservation Program (AHPP) and adhere strictly to all federal and state preservation guidelines, including the National Park Service Historic Preservation Fund Manual. Our proven ability to bring underrepresented stories to light will be central to this project, ensuring the survey is as comprehensive as possible.

Our Management Approach:

Our management approach emphasizes collaborative, efficient, and quality-driven execution. Megan Warley McDonald will lead as Project Manager, overseeing technical aspects, while Rebecca Wallisch will serve as Staff Lead. Ellis Mumford-Russell will manage administration, and Rachel Alison will provide research support. We prioritize transparent communication with City staff and AHPP, adhering to all federal and state standards, and meticulously monitoring project schedule and budget to ensure timely and compliant deliverables.

Competitive Advantage and Value-Added Services:

Post Oak offers unique advantages. Our specialized expertise in documenting underrepresented histories aligns perfectly with Fayetteville's focus, ensuring a richer, more inclusive historical record. Our collaborative approach fosters strong partnerships and ensures inclusive, community-embraced outcomes. With extensive experience in historic resource surveys and evaluations of National Register eligibility, including direct work in Fayetteville (Southeast Fayetteville Neighborhood Historic Context Statement), we are prepared to bring our experience and our knowledge to this project. Given our recent work in Southeast Fayetteville, we have a competitive advantage in our knowledge of local history, resources, and repositories as well as established relationships with community stakeholders. Our proven track record in similar windshield surveys further demonstrates our capability to deliver impactful results.

Executive Summary



Proposed Scope of Services:

Our comprehensive scope of services includes:

- **Task 1: Kick-Off & Coordination:** Initial meeting with City staff, AHPP, and stakeholders to align project scope, communication, and schedule.
- **Task 2: Background Research and Survey Preparation:** Desktop research using historic data, maps, and existing contexts to identify properties for windshield survey. Preparation of field maps and preliminary inventory.
- **Task 3: On-site Reconnaissance Survey:** Two teams of two staff will conduct a windshield survey of the study area, documenting historic-age resources (pre-1970) from the public right-of-way, adhering to NPS and AHPP photo guidelines.
- **Task 4: Draft 1 Historic Resources Inventory and Recommendations:** Compilation of survey data, photographs, and research into a first draft of the inventory, including location, type, style, estimated construction date, photos, and preservation priority determination. Recommendations for State/National Register eligibility and future survey efforts will be included.
- **Task 5: Draft 2 Historic Resources Inventory and Recommendations to AHPP:** Submission of a revised draft for AHPP review and incorporation of their feedback.
- **Task 6: Final Deliverables:** Submission of the final Historic Resources Inventory and Recommendations to the City and AHPP.
- **Task 7: Final Invoicing:** Submission of the final invoice to the City.

Project Schedule:

We are committed to delivering all project components within the specified timeline, ensuring all AHPP deadlines are met, with the final deliverables submitted by June 22, 2026, and the final invoice by August 1, 2026.

Price Proposal:

Our flat fee for all services related to the production of the Historic Resources Inventory and Recommendations is **\$69,335**. This includes all estimated personnel, labor, expenses, overhead, profit, and contingency, with travel costs billed as incurred. A detailed cost breakdown and payment schedule based on project milestones are provided in our full proposal.

Conclusion:

Post Oak is exceptionally qualified to undertake the City of Fayetteville's Citywide Survey - Phase 1. Our experienced team, deeply committed to documenting underrepresented histories, combined with our collaborative approach and dedication to high-quality deliverables, ensures a successful partnership that will significantly contribute to the long-term, inclusive preservation of Fayetteville's rich historical and cultural heritage.

Letter of Interest

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC
June 2025



Letter of Interest



City of Fayetteville, Arkansas
Purchasing Division - Room 306
113 W. Mountain
Fayetteville, AR 72701

Subject: Proposal for RFP 25-10, Citywide Survey - Phase 1

Dear City of Fayetteville Purchasing Division,

Post Oak Preservation Solutions, LLC (Post Oak) is pleased to submit this proposal in response to the City of Fayetteville's Request for Proposal (RFP) 25-10, Citywide Survey - Phase 1. With our extensive experience in historic resource surveys, historic context statements, and National Register nominations across the country, we are confident in our ability to deliver a high-quality, comprehensive, and meaningful windshield survey and survey report for southeast Fayetteville.

Our team of highly qualified historians and preservation professionals meet the Secretary of the Interior's Professional Qualification Standards is committed to providing exceptional service that aligns with the City's goals and objectives. We specialize in documenting the histories of underrepresented communities and integrating these narratives into broader historic contexts, a focus that aligns perfectly with the City's emphasis on identifying and characterizing historic resources, especially those underrepresented in prior surveys.

The majority of work for this project will be conducted from our Austin, TX, Fayetteville, NC, and Kansas City, MO offices.

We have reviewed the RFP document in its entirety and acknowledge all issued addenda. We confirm our understanding of the project's scope, including the customization of survey forms as approved by the Arkansas Historic Preservation Program (AHPP), and the project timeline culminating in the AHPP final deadline of August 1, 2026.

We are excited about the opportunity to once again partner with the City of Fayetteville on this important initiative to identify and protect historic properties. Our team is responsive, communicative, and dedicated to delivering results on time and within budget. We believe our proven track record and collaborative approach make us the ideal choice for this project.

Our key staff proposed to be involved in this project are:

- Megan Warley McDonald, Project Manager (Fayetteville): megan@postoakpreservation.com, 814.397.2359
- Rebecca Wallisch, Staff Lead (Austin): rebecca@postoakpreservation.com, 512.766.7042
- Ellis Mumford-Russell, Project Administrator (Austin): ellis@postoakpreservation.com, 832.919.6433
- Rachel Alison, Staff Support (Kansas City): rachel@postoakpreservation.com, 210.580.6329

Thank you for considering our proposal. We look forward to the possibility of contributing to the preservation of Fayetteville's rich historical and cultural heritage.

Sincerely,

A handwritten signature in black ink that reads 'Ellis Mumford-Russell'.

Ellis Mumford-Russell
Founder

Post Oak Preservation Solutions, LLC

Consultant/Staff Qualifications

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC
June 2025



Firm Profile



Post Oak Preservation Solutions is a woman-owned preservation consulting firm with a national reputation for excellence in historic preservation consulting, historical research, National Register nominations, and cultural resource documentation. Our team consists of highly qualified historians and preservation professionals, all of whom meet the Secretary of the Interior's Professional Qualification Standards in History and/or Architectural History.

Our firm has successfully completed National Register nominations (and amendments), historic resource surveys, and preservation planning efforts across the country, including in Arkansas. Notable projects include the Nebraska Women in Trades MPDF (ongoing), the Kansas City African American Heritage MPDF, an amendment to the Marconi Wireless/ Synanon Headquarters Historic District in Marin County, California, and historic district nominations in multiple states. We specialize in documenting the histories of underrepresented communities and integrating these narratives into broader historic contexts.

Our past work demonstrates our ability to produce high-quality research that meets federal and state preservation standards. We have extensive experience working with SHPOs, municipal governments, and community stakeholders to ensure that National Register nominations are accurate, inclusive, and meaningful.

Post Oak is dedicated to providing high-quality services that align with our clients' needs, and those of the communities directly affected. Our team is responsive, communicative, and committed to delivering on time and within budget. Given our experience, sensitivity, and unwavering commitment to high-quality work, we firmly believe that Post Oak Preservation Solutions LLC is the ideal choice for this project.

Firm Profile



Legal Name of Firm

Post Oak Preservation Solutions LLC

Location of Main Office

2506 Little John Ln, Austin, TX 78704

Offices Working on Project

Austin, Fayetteville NC, Kansas City

Bidder's Authorized Representative

Ellis Mumford-Russell, Founder

ellis@post oakpreservation.com

832.919.6433

Legal Business Description

Partnership (Texas)

Date of Firm Formation

2019

Certifications

Woman Owned Business Enterprise in Texas

Website

www.post oakpreservation.com

Post Oak Preservation Solutions specializes in historic resource surveys and historic context studies for municipalities, universities, and institutions. We have completed National Register Historic Districts for the City of Gatesville (TX), City of Wimberley (TX), the San Antonio Zoo, the Albany County Wyoming Historic Preservation Board (WY), and private clients as well conducting archival research, field surveys, and analysis to support preservation planning. Our team exceeds the Secretary of the Interior's Professional Qualification Standards and has expertise in National Register of Historic Places criteria, reconnaissance- and intensive-level surveys, and regulatory compliance. We work closely with local governments, State Historic Preservation Offices, and the National Park Service to navigate preservation guidelines effectively. Post Oak's work is grounded in a collaborative approach that prioritizes stakeholder engagement and thorough research. With a strong foundation in research, documentation, and preservation planning, we are committed to producing high-quality, intersectional, and thorough historic context studies that support long-term stewardship of historic resources.

Key Personnel

Megan Warley McDonald, Architectural Historian (Project Manager)

Megan will serve as the Project Manager, leading the overall execution and technical oversight of the project. She will be responsible for ensuring all deliverables meet the highest standards of quality and align with the City's objectives and AHPP guidelines. Her expertise in historic context statements and historic resource surveys in Arkansas makes her exceptionally qualified to guide this project.

Megan holds an M.H.P. and M.A. in History from Georgia State University. Her expertise includes writing National Register nominations, historic context statements, and conducting oral histories. Her prior role at the Florida State Historic Preservation Office involved managing the Certified Local Government program and contributing to the National Register program, providing valuable insight into CLG programs and state preservation requirements.

Related Projects:

- **Southeast Fayetteville Neighborhood ("Spout Spring") Historic Context Statement (Fayetteville, AR, 2024-2025):** Authored the final draft of this historic context statement, documenting Fayetteville's Black community, directly relevant to this RFP. This project is directly relevant as it is for the same city and focuses on documenting historically underrepresented communities, a key objective of this RFP.
- **Pleasant Street Historic District Resurvey (Hot Springs, AR, 2023-2024):** Collaborated on this NRHP-listed district resurvey, demonstrating her experience with reconnaissance-level surveys and AHPP guidelines in Arkansas.
- **West Side Neighborhood National Register Historic District (Laramie, WY, 2024-2025):** Served as Project Manager for this NRHD nomination, involving extensive research and stakeholder collaboration.

References:

- **Collin Bibb:** Client, completed NRs for Hotel Limpia, Maverick Inn, Holland Hotel - collin@bywayshospitality.com; 210-861-8987
- **Gwendolyn Kristy:** Client/WY SHPO staff, West Side NRHD in Laramie, Wyoming - gwendolyn.kristy@wyo.gov; 307-766-5366
- **Martin "Wally" Wallace:** Client, Riverwalk NRHD boundary expansion to include 618 and 620 Broadway - wallywallace@gmail.com

Rebecca Wallisch, Senior Architectural Historian (Staff Lead)

Rebecca will serve as the Staff Lead, providing direct guidance and coordination for the project's research, survey, and documentation activities. She will ensure consistency in methodology, quality of data collection, and adherence to project timelines.

With nearly two decades of experience and an MS in Historic Preservation from the University of Texas at Austin, Rebecca's career includes extensive historic contexts, historic resource surveys, and National Register nominations across multiple states, including Arkansas. Formerly a cultural resources consultant for the Texas Department of Transportation, she authored numerous historic contexts and is skilled in identifying historic themes and managing large-scale projects.

Related Projects:

- **Pleasant Street Historic District Resurvey (Hot Springs, AR, 2023-2024):** Led a reconnaissance-level resurvey, preparing updated AHPP forms and a Historic Resources Survey Report. Conducted oral histories and recommended expanding the NR nomination's period of significance to include Civil Rights and Green Book sites.
- **West Side Historic District (Laramie, WY, 2024-2025):** Directed on-site survey and public engagement for this NRHD nomination, documenting underrepresented histories.
- **Nebraska Women In Building Trades Statewide Historic Context / MPDF (Nebraska, 2024-2025):** Authored a first-of-its-kind statewide historic context and MPDF.

References:

- **Lauren Adkins, City of Hot Springs:** Client, Pleasant Street Historic District Resurvey - ladkins@cityhs.net; 501-621-5520
- **Jill Dolberg, City of Lincoln:** Client, Nebraska Women In Building Trades Historic Context/MPDF - jdolberg@lincoln.ne.gov; 402-441-6373
- **Skylar Skikos:** Client For large, multi-building historic tax credit and National Register nomination - skikos@gmail.com; 650-906-2606

Ellis Mumford-Russell, Partner (Project Administrator)

Ellis will be the main point of contact for the City and AHPP, managing all administrative aspects, including contract management, communication, and timely submission of forms and invoices. She will also support research and data analysis, leveraging her preservation planning expertise.

Ellis holds an M.S. in Historic Preservation from the University of Pennsylvania. As a founding partner at Post Oak, she brings extensive experience in private consulting, preservation education, and state historic preservation office project review. She is skilled in guiding projects through regulatory frameworks and implementing Secretary of the Interior's Standards.

Related Projects:

- **Pilot Point Heritage District (Pilot Point, TX, 2023):** Authored design guidelines performed an administrative audit of existing preservation policies, and led a historic preservation commission training.
- **Wimberley Historic Preservation Program (Wimberley, TX, 2023-2025):** Supported the creation of a National Register District nomination, creation of a local historic district, and authored design guidelines for the local historic district.
- **Alpine Historic District (Alpine, TX, 2024-present):** Performed a historic resources survey and helped author a National Register District nomination.

References:

- **Zakcq Lockrem, Mend Collaborative:** sub contracted with mend on several park master plans, downtown master plans, and cultural district plans - zakcq@mendcollaborative.com; 612-702-2453
- **Megan Antrim, City Of Alpine:** Collaborated with the City in the outreach, survey, research, and production of a downtown NRHD - megan.antrim@ci.alpine.tx.us; 432-837-3301
- **April Engstrom, Overland Property Group:** Collaborated on numerous historic tax credit projects across Texas - aengstrom@overlandpg.com; 785-212-0810

Rachel Alison, Associate (Staff Support)

Rachel will provide critical research and writing support, assisting in background research, data compilation for the inventory, and drafting the executive summary and recommendations. Her attention to detail ensures accurate and comprehensive deliverables.

Rachel holds an M.S. in Historic Preservation from Roger Williams University and a BA in History from Iowa State University. Her diverse background includes private and non-profit historic preservation sectors, with experience in historic tax credit projects, archival research, and National Register nominations. She is known for creative problem-solving and a people-based approach to preservation.

Related Projects:

- **Kansas City African American Heritage Context (Kansas City, MO, 2024-2025):** Authored a citywide historic context and MPDF development, along with three National Register nominations.
- **Hardin-Simmons University Historic Resources Survey/Determination of Eligibility (Abilene, TX, 2023):** Performed a historic resources survey.
- **Old Fitzhugh Road Historic District Historic Resources Survey (Dripping Springs, TX, 2024):** Performed a historic resources survey and prepared survey forms and a Historic Resources Survey Report.

References:

- **Kathryn Duff, studio2sustain:** Worked together on numerous community development projects in New Bedford, MA - kathryn@studio2sustain.com; 508-999-5145
- **Jennifer Reinhardt, City of Kansas City, MO:** Client, African American Heritage MPDF & NRs for Kansas City, MO - Jennifer.Reinhardt@kcmo.org; 816-513-2866
- **Rick Wells, Wells Group McKinney:** Client, historic tax credit project for the Masonic Lodge in McKinney, TX - rick@rickschophouse.com; 214-544-9612

Management Approach

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC

June 2025



Management Approach



Post Oak's management approach for the Citywide Survey - Phase 1 project is rooted in a collaborative, efficient, and quality-driven framework, ensuring seamless coordination and successful delivery of all project objectives. Our strategy emphasizes clear communication, proactive problem-solving, and adherence to established timelines and budgets.

Project Staffing and Coordination

Megan Warley McDonald will lead as Project Manager, overseeing all technical aspects and ensuring deliverables meet quality and compliance standards. Rebecca Wallisch, as Staff Lead, will guide research and field survey teams, coordinating preservation efforts and leveraging her experience in the area. Ellis Mumford-Russell, Project Administrator, will manage all administrative communication, invoicing, and support data analysis. Rachel Alison will provide essential research and writing support. Our geographically diverse team utilizes a flexible, efficient remote collaboration model. We do not anticipate using subconsultants, but will seek approval if needed.

Communication and Stakeholder Engagement

We prioritize transparent communication, beginning with a comprehensive kick-off meeting with City staff and AHPP to finalize scope and schedule. Regular virtual meetings (as needed) will ensure information sharing. We are committed to incorporating feedback efficiently. Our team is skilled at identifying and resolving potential challenges proactively, in consultation with the City and AHPP.

Quality Assurance and Control

Post Oak is committed to producing the highest quality work product by strictly adhering to the Secretary of the Interior's Professional Qualification Standards, the AHPP Survey Manual, and the National Park Service Historic Preservation Fund Grants Manual. Our multi-tiered internal review process, led by Megan as Project Manager and Rebecca as Staff Lead, ensures accuracy and consistency. Phased draft submissions allow for iterative review and feedback, guaranteeing robust and compliant final deliverables.

Schedule and Cost Monitoring

Ellis Mumford-Russell, as Project Administrator, will meticulously monitor the project schedule and budget. Our project schedule directly aligns with the Scope of Services and grant agreement terms, ensuring all AHPP deadlines, including the August 1, 2026 final deadline, are met. Our milestone-based billing provides transparent cost accountability, with travel costs billed as incurred.

Related Project Experience

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC

June 2025



Southeast Fayetteville Neighborhood (“Spout Spring”) Historic Context Statement

FAYETTEVILLE, ARKANSAS 2024-2025

Post Oak was contracted by the City of Fayetteville to develop a Historic Context Statement for the historic Southeast Fayetteville neighborhood, the center of Fayetteville’s Black community since the end of the Civil War. Funded by a National Park Service grant and administered by the Arkansas Historic Preservation Program (AHPP), this project represents the first formal effort to document the neighborhood’s development patterns and significant historic themes.

The Southeast Fayetteville neighborhood includes historically significant sites such as St. James United Methodist Church and the Henderson School—an 1870s brick schoolhouse for Black children and the first public school in Arkansas. Additionally, the Green Book identified three addresses within the neighborhood, underscoring its importance to African American travelers during the segregation era. Recognizing the urgency of documenting historically underrepresented communities, Post Oak prioritized stakeholder engagement to capture invaluable local knowledge about places that have been lost or altered.

Post Oak’s comprehensive approach included primary and secondary research, data analysis to identify key trends and themes, and collaboration with the City of Fayetteville, AHPP, and the Black Heritage Preservation Commission. Public involvement was central to the process, ensuring that the narrative reflects local voices, alongside stakeholder priorities and preservation standards.

The final draft of the Historic Context Statement, authored by Megan Warley McDonald, was submitted in January 2025 following review and feedback from the City, AHPP, and the public. This project serves as a foundation for future preservation efforts by identifying significant themes and places within the Southeast Fayetteville neighborhood, helping to honor and preserve Fayetteville’s Black history for generations to come.

CLIENT: City of Fayetteville

SERVICES: Historic Context Statement; Community Engagement

PERSONNEL: Megan Warley McDonald

REFERENCE: Britin Bostick, City of Fayetteville, bbostick@fayetteville-ar.gov



West Side Neighborhood National Register Historic District LARAMIE, WYOMING 2024-2025

In 2024, Post Oak Preservation Solutions began working with the Albany County Historic Preservation Board (ACHPB) to develop a National Register Historic District (NRHD) nomination for the West Side neighborhood in Laramie, Wyoming. The project, funded by the Historic Preservation Fund and administered by the National Park Service and Wyoming State Historic Preservation Office (WYSHPO), is the first comprehensive effort to document the history of the neighborhood, which was shaped by late 19th-century European immigrants and early 20th-century Hispanic railroad workers. The Nomination tells the often underrepresented stories of these immigrant workers.



Megan Warley McDonald served as the project manager, while Rebecca Wallisch led the on-site survey and public engagement efforts. Post Oak's work included extensive archival research, a reconnaissance-level historic resource survey of over 675 resources, and active collaboration with stakeholders to ensure the final nomination reflected the lived experiences of the community.

Post Oak's relationship with ACHPB began in 2024, and the firm continues to collaborate with the board and the community to finalize the NRHD nomination, which is scheduled to go before the Wyoming State Review Board in June 2025. The final nomination was translated into Spanish in order to represent the Hispanic heritage of the district and make it more accessible to current community members. The project not only establishes a comprehensive historical narrative but also provides a framework for future preservation efforts.

CLIENT: Albany County Historic Preservation Board (ACHPB)

SERVICES: Historic Resources Survey; National Register Historic District Nomination

PERSONNEL: Megan Warley McDonald, Rebecca Wallisch, (Spanish Translation Contractor: Angela Jimenez)

REFERENCE: Gwendolyn Kristy, Member, ACHPB; gwendolynkristy@gmail.com

Pleasant Street National Register Historic District Resurvey HOT SPRINGS, ARKANSAS 2023-2024

Post Oak was contracted by the City of Hot Springs, Arkansas to complete a resurvey of the Pleasant Street National Register Historic District (NR Listed 2003). This project was funded through a Certified Local Government grant from the Historic Preservation Fund, administered by the National Park Service and the Arkansas Historic Preservation Program (AHPP). Located on the west side of Hot Springs, Arkansas, Pleasant Street is a primarily residential district with a small commercial section. The district is the most intact contiguous area in Hot Springs associated with the city's Black community. The Pleasant Street Historic District was also previously surveyed in 2015, however, recent changes to the area, including the demolition of several historic buildings and structures, necessitated a resurvey of the district to identify the current strengths and needs of the district.



Rebecca Wallisch and Megan Warley McDonald completed a resurvey of all properties within the NRHP-listed district, provided updated AHPP survey forms, and compiled the data into an inventory table and Historic Resources Survey Report (HRSR). In order to deepen Post Oak's understanding of the Pleasant Street neighborhood, oral histories were conducted by Ms. Wallisch and Ms. Warley McDonald. Post Oak also included recommendations for future work to strengthen the district and continue its longstanding significance to Hot Springs history. The results of the survey and HRSR recommended amending the National Register nomination, extending to the period of significance to 1974, expanding the historic context to incorporate the post-war significance of the district, including Civil Rights activities and significant *Green Book* sites, and reevaluation of resources previously deemed non-contributing due to age or physical integrity. Post Oak presented the results of the HRSR to the Hot Springs Historic District Commission.

CLIENT: City of Hot Springs

SERVICES: Reconnaissance-Level Historic Resources Resurvey & Inventory Update; Survey Report/Historic Context Statement; Oral History

PERSONNEL: Rebecca Wallisch, Megan Warley McDonald

REFERENCE: Richard W. Stauder, City of Hot Springs/ Planning & Development Dept., rstauder@cityhs.net

Detailed Draft and Scope of Services

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC
June 2025



Scope of Services



Our proposed scope of services involves a windshield survey of the study area determined by the City of Fayetteville for Phase 1 of the proposed project, identification and evaluation of historic-age resources (built in or before 1970) with potential historic significance, an inventory table of surveyed resources, and an executive summary of findings, recommendations, and preservation priorities. Post Oak's work follows guidelines set by the National Park Service and the Arkansas Historic Preservation Program (AHPP).

TASK 1: Kick-Off & Coordination with Staff and Stakeholders

Staff: Ellis Mumford Russell, Megan Warley McDonald, Rebecca Wallisch, Rachel Alison

Target Completion: July-August 2025

Post Oak Project Manager Megan McDonald and founding partner Ellis Mumford-Russell will meet with City staff, the Arkansas Historic Preservation Program (AHPP), and other stakeholders identified by the City, to coordinate project scope, communication approach, and project schedule. Regular meetings with City staff, AHPP, and stakeholders may be scheduled through the project.

TASK 2: Background Research and Survey Preparation

Staff: Megan Warley McDonald, Rebecca Wallisch, Rachel Alison

Target Completion: August - October 2025

Task 2A: Desktop Research (as needed)

Post Oak will consult historic aerial photographs, maps, County Appraisal District data, and other relevant materials to gain an understanding of the historic-age (1970 or earlier) resources within the study area. Post Oak will determine which historic-age properties within the study area have potential historical significance and should be documented during windshield survey. Post Oak will utilize background research, existing historic contexts, surveys, and maps, among other source materials, to make high-level determinations for planning field survey. Post Oak will determine if any additional research is needed during the site visit and will make arrangements as necessary.

Task 2B: Survey Preparation

Post Oak will prepare field maps and a preliminary inventory table in anticipation of field survey. Post Oak will work with the City to ensure that the properties proposed for windshield survey include all those constructed in or prior to 1970 with potential historic significance. Post Oak will create a plan for on-site survey to increase efficiency and accuracy while in the field.

Task 2C: Virtual meetings with City/AHPP as needed

In consultation with the City and AHPP, Post Oak will meet with project stakeholders throughout the survey preparation and planning process to ensure that all relevant information has been shared with Post Oak staff and to make arrangements for on-site survey.

Task 2 Deliverables:

- Field maps and preliminary survey inventory

TASK 3: On-site Research (if needed), Reconnaissance Survey

Staff: Megan Warley McDonald, Rebecca Wallisch, Rachel Alison, Ellis Mumford-Russell

Target Completion: October-November 2025

3A: On-site Reconnaissance Survey

Post Oak staff will send two teams of two staff to conduct a reconnaissance-level survey of the study area identified in the RFP. Post Oak will note concentrations of intact historic resources, modern infill, and take photographs of streetscapes and resources. Post Oak will document historic-age resources (built in 1970 or earlier) with potential historic significance within the study area from the public right-of-way (ROW). For properties that are obscured from view due to distance from the public ROW, dense vegetation, safety concerns, or other factors, Post Oak will supplement field photos with background research, aerial photographs, and historic maps. The survey will be completed in accordance with the requirements outlined in the RFP. Photographs will adhere to National Park Services (NPS) and Arkansas Historical Preservation Program (AHPP) photo guidelines and policies.

3B: On-site Research (if needed)

If Post Oak identified any additional on-site research during Task 2, Post Oak staff will complete this during the site visit.

Task 3 Deliverables:

- Field survey photographs

TASK 4: Draft 1 Historic Resources Inventory and Recommendations to City and AHPP

Staff: Megan Warley McDonald, Rebecca Wallisch, Rachel Alison

Target Completion: January 2026

Task 4A: Draft 1 Historic Resources Inventory and Recommendations to City and AHPP

Post Oak will compile all the survey data, including photographs and background research, and prepare a first draft of the historic resources inventory of properties surveyed within the study area. The survey inventory will include location, type, architectural style, estimated construction date, photos, and a preservation priority determination. The deliverable will also include recommendations for individual resources or concentrations of resources that have the potential to be eligible for inclusion on the State or National Register of Historic Places, and those that should be considered as preservation priorities for the City of Fayetteville. Post Oak will also provide a summary of recommendations for future survey efforts and other historic preservation work to help guide future efforts for Historic Preservation in Fayetteville. Data collected during field survey, including locational data, will be provided to the City for their GIS/mapping purposes.

Task 4B: Revise Draft 1 Historic Resources Inventory and Recommendations

Post Oak will complete any edits made to the Historic Resource Inventory and Recommendations based on comments or feedback received from the City.

Task 4 Deliverables:

- Draft 1 Historic Resources Inventory and Recommendations (submitted digitally)

TASK 5: Draft 2 Historic Resources Inventory and Recommendations to AHPP

Staff: Megan Warley McDonald, Rebecca Wallisch, Rachel Alison

Target Completion: April 2026

Task 5A: Draft 2 Historic Resources Inventory and Recommendations to AHPP

Post Oak will submit (digitally) a 2nd Draft of the project deliverables to AHPP for their review.

Task 5B: Revise Draft 2 Historic Resources Inventory and Recommendations per AHPP

Post Oak will complete any edits made to the Draft 2 Historic Resource Inventory and Recommendations based on comments or feedback received from AHPP.

Task 5 Deliverables:

- Draft 2 Historic Resources Inventory and Recommendations (submitted digitally)

TASK 6: Final Deliverables to City and AHPP

Staff: Megan Warley McDonald, Rebecca Wallisch, Rachel Alison

Target Completion: June 22, 2026

Task 6A: Final Draft Historic Resources Inventory and Recommendations

Post Oak will compile all edits received on the Historic Resource Inventory and Recommendations and resubmit the final deliverables to the City and AHPP.

Task 6 Deliverables:

- Final Historic Resources Inventory and Recommendations (digital copies and one printed copy each to City and AHPP)

TASK 7: Final Invoicing to City

Staff: Ellis Mumford-Russell

Target Completion: August 1, 2026

Task 7A: Final Invoicing and Project Close Out

Post Oak will provide a final invoice to the City no later than August 1, 2026.

Task 7 Deliverables:

- Final Invoice

Competitive Advantage and Value-Added Services

Post Oak offers distinct competitive advantages and value-added services for the City of Fayetteville's Citywide Survey - Phase 1 project, stemming from our specialized expertise, innovative community engagement, and proven results.

Specialized Expertise in Underrepresented Histories: Our firm excels at documenting the histories of underrepresented communities, demonstrated in projects like the Kansas City African American Heritage MPDF and the Southeast Fayetteville Neighborhood Historic Context Statement. This ensures the survey will create a richer, more inclusive historical record for Fayetteville, aligning with the City's objective to recognize diverse heritage.

Collaborative and Stakeholder-Centric Approach: We build strong partnerships through active engagement. Our innovative community engagement in projects like the Southeast Fayetteville Neighborhood Historic Context Statement and the West Side Neighborhood National Register Historic District prioritized local knowledge and lived experiences. This approach ensures transparent, inclusive outcomes that are technically sound and widely embraced by the community.

Holistic Understanding of Preservation Standards and Local Context: Our team's extensive experience with SHPOs and municipal governments, including direct experience in Southeast Fayetteville, provides a comprehensive understanding of federal and state preservation guidelines. Project personnel, such as Megan Warley McDonald (former Florida SHPO staff), offer an insider's perspective on grant compliance. This ensures all deliverables meet and exceed CLG Grant and NPS Historic Preservation Fund Manual requirements with efficient workflow.

Data-Driven and Actionable Recommendations: Beyond simply inventorying properties, our deliverables will include practical, prioritized recommendations for guiding Fayetteville's future preservation efforts. This directly addresses the RFP's call for a strategy for future in-depth surveys and historic preservation work, informed by our deep understanding of preservation planning.

Proven Track Record in Similar Windshield and Reconnaissance Surveys: Our recent work, including the Pleasant Street National Register Historic District Resurvey in Hot Springs, Arkansas, directly mirrors this RFP's core requirements. This demonstrates our efficiency in conducting windshield surveys and providing actionable recommendations within state guidelines. We effectively overcame challenges in the Hot Springs project, such as recent demolitions, by conducting oral histories and recommending expanded contexts, highlighting our proactive problem-solving abilities.

In summary, Post Oak brings the required qualifications, experience, and a strategic approach prioritizing inclusivity, collaboration, and actionable insights, uniquely positioning us to deliver a comprehensive and impactful Phase 1 Citywide Historic Property Survey.

Coordination with the City of Fayetteville

For the successful completion of a Historic Context Statement, Post Oak will require the following types of information, data, and assistance from the City of Fayetteville:

Historic Documentation and Property Information: Access to existing records, archives, and documentation related to the historic properties and neighborhoods, including any previous survey reports, historic context statements, and National Register nominations.

Geographic and Spatial Data: GIS data, maps, and other spatial information delineating the boundaries of the properties or districts within the study area, as well as their relationship to surrounding areas and neighborhoods.

Stakeholder Engagement: Facilitation of communication and collaboration with relevant stakeholders, including property owners, local preservation organizations, community members, and regulatory agencies.

Feedback and Input: Opportunities for feedback and input from the City and other stakeholders throughout the project lifecycle, including review meetings, presentations, and consultations to ensure alignment with project goals and objectives.

By providing comprehensive information, data, and assistance in these areas, the City can contribute significantly to the success and efficacy of the project, facilitating the accurate documentation and preservation of its historic resources.

Project Schedule

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC
June 2025



Project Schedule



MONTH:	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026
1. Kickoff Meeting & Coordination with Staff & Stakeholders														
2. Background Research and Survey Prep														
2A. Additional desktop research as needed														
2B. Survey Preparation														
2C. Virtual meetings with City/AHPP as needed														
3. On-site Reconnaissance Survey														
3A. On-site Research (if needed)														
3B. On-site Reconnaissance Survey														
3C. Meetings with City/AHPP as needed														
4. Preliminary Draft Inventory to City and AHPP														
4A. Draft 1 Deliverables to City and AHPP														
4B. Revise deliverables per City comments														
5. Submit Draft Deliverables to AHPP														
5A. Draft 2 Deliverables to AHPP														
5B. Revise deliverables per AHPP comments														
6. Submit Final Deliverables to City and AHPP														
6A. Final Deliverables to City and AHPP														
7. Final Invoice														
7A. Final Invoicing & Project Close Out														



Price Proposal

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC

June 2025



Price Proposal



The fee of **\$69,335** covers all services related to the production of a Historic Resources Inventory and Recommendations. Post Oak Preservation Solutions will bill for the services provided according to the billing milestones described below. A breakdown of all costs is provided in the chart below. Travel costs will be billed as incurred.

1. \$1,035 due upon execution of contract (Task 1)
2. \$15,180 due upon completion by the Professional of the field maps and preliminary survey inventory (Task 2)
3. \$28,280 due upon completion by the Professional of the field survey (Task 3 + travel expenses)
4. \$19,550 due upon submission by the Professional of the Draft 1 Historic Resources Inventory and Recommendations (Task 4)
5. \$3,450 due upon submission by the Professional of the Draft 2 Historic Resources Inventory and Recommendations (Task 5)
6. \$1,380 due upon submission by the Professional of the Final Draft Historic Resources Inventory and Recommendations (Task 6)
7. \$460 due upon project close out (Task 7)

Item	Description	Hourly Rate	Time Calculation (hour)	Total
Task: 1 Kick-Off				
1A	Kick-off meetings (3 staff)	\$115	9	\$1,035
			9	\$1,035
Task 2: Background Research and Survey Prep				
2A	Desktop Research	\$115	60	\$6,900
2B	Survey Preparation	\$115	60	\$6,900
2C	Virtual Meetings (as needed)	\$115	12	\$1,380
			132	\$15,180
Task 3: On-site Research (as needed) and field survey				
3A	On-site Research (as needed)	\$115	20	\$2,300
3B	On-site windshield/recon survey	\$115	140	\$16,100
			160	\$18,400
Task 4: Draft 1 Historic Resources Inventory and Recommendations to City and AHPP				
4A	Draft 1 Deliverables to City	\$115	140	\$16,100
4B	Revise Draft 1 deliverables	\$115	30	\$3,450
			170	\$19,550
Task 5: Draft 2 Historic Resources Inventory and Recommendations to AHPP				
5A	Draft 2 Deliverables to AHPP	\$115	10	\$1,150
5B	Revise Draft 2 deliverables	\$115	20	\$2,300
			30	\$3,450
Task 6: Final Deliverables to City and AHPP				
6A	Final deliverables to City and AHPP	\$115	12	\$1,380
			12	\$1,380
Task 7: Final Invoicing to City				
7A	Final Invoicing and Project Close Out	\$115	4	\$460
			4	\$460
Travel Costs (4 staff)				
	Airfare	\$500.00	4	\$2,000
	Rental Car	\$500.00	2	\$1,000
	Hotel GSA+taxes/fees (120/day) 4 staff	\$260.00	16	\$4,160
	Per Diem GSA(\$68/day) 4 staff	\$272.00	10	\$2,720
			Travel	\$9,880
			Project Total	\$69,335

Appendix: Resumes

City of Fayetteville, Arkansas

Citywide Survey – Phase 1

RFP# 25-10

RESPONDENT: Post Oak Preservation Solutions, LLC

June 2025





ELLIS MUMFORD-RUSSELL

FOUNDER

Ellis's professional experience includes private historic preservation consulting, preservation education, project review at a State Historic Preservation Office, and architectural salvage.

Ellis guides projects through the historic tax credit process and strategically implements the Secretary of the Interior's Standards. She employs a client-focused, collaborative approach to ensure that not only are the NPS reviewers happy, but the client meets their goals as well. Through attention to detail and creative problem-solving, Ellis has seen dozens of projects through to Part 3 certification.

In addition to wrangling historic tax credit projects, Ellis has her hands in design guidelines and other preservation planning efforts. She serves as the managing partner at Post Oak.

EDUCATION

University of Pennsylvania
MS Historic Preservation

University of Iowa
BA Art & Art History

LEADERSHIP

Preservation Austin
Chair, Inherit Austin, 2015-2018

PUBLICATIONS

World Monuments Fund
*The Walled City of Famagusta:
A Compendium of Preservation
Studies, 2008-2012*

PRESENTATIONS

**Preservation Texas Central
Texas Summit, 2023**
Preserving the Wimberley Way

**Texas Society of Architects
Conference, 2023**
*Common Mistakes in Historic
Tax Credits*

ellis@postoakpreservation.com
832.919.6433



PROFESSIONAL EXPERIENCE

Post Oak Preservation Solutions Founder	Austin, TX 2019-present
The University of Texas at Austin Adjunct Faculty	Austin, TX 2024-present
Ogee, LLC Founding Partner	Austin, TX 2015-2019
Rosin Preservation Historic Preservation Specialist	Kansas City, MO 2014-2015
New Jersey Historic Preservation Office Historic Preservation Assistant	Trenton, NJ 2013-2014

SELECTED PROJECTS

Billy Mitchell Village National Register Nomination; Historic Tax Credits	San Antonio, TX 2020-2023
Pilot Point Heritage District Design Guidelines; Administrative Audit; Commission Training	Pilot Point, TX 2023
Wimberley Historic Preservation Program National Register District; Local District; Design Guidelines	Wimberley, TX 2023-2025
Alpine Historic District Historic Resources Survey; National Register District	Alpine, TX 2024-present
Freeport Downtown Master Plan Design Guidelines; Preservation Planning	Freeport, TX 2024
Old Fitzhugh Road Historic District Historic Resources Survey	Dripping Springs, TX 2024



REBECCA WALLISCH

SENIOR ARCHITECTURAL HISTORIAN

Rebecca has extensive experience performing windshield-, intensive and reconnaissance-level historical, architectural, and cultural resource management investigations. This includes conducting fieldwork, research, and surveys; identifying and documenting cultural resources; and developing historic contexts, National Register of Historic Places nominations, and HABS/HAER-level documentation. Rebecca has conducted dozens of historic resources surveys and authored numerous National Register nominations in California, Oregon, Washington, Oklahoma, New Mexico, Nebraska, Missouri, Arkansas, Wyoming, and throughout Texas in rural, urban, and suburban environments.

To Post Oak, Rebecca brings a passion for historical research and telling the whole story of our shared cultural heritage.

EDUCATION

University of Texas
MS Historic Preservation

Scripps College

BA European Studies with
Minor in History

PUBLICATIONS

Handbook of Texas
The Great Southwest Industrial Park, Arlington, TX
Six Flags Over Texas (Revision Author), Arlington, TX

PRESENTATIONS

Texas Real Places Conference, 2024
Hidden Histories: The Importance of Documenting & Preserving Overlooked Properties

rebecca@postoakpreservation.com
512.766.7042

PROFESSIONAL EXPERIENCE

Post Oak Preservation Solutions Senior Architectural Historian	Austin, TX 2022-present
Blanton & Associates, Inc (now ICF) Architectural Historian / Historian	Austin, TX 2012-2022
ENTRIX, Inc Staff Historian / Cultural Resources Project Coordinator	Seattle, WA 2008-2010

SELECTED PROJECTS

Marconi Wireless / Synanon Tomales Bay Headquarters Historic District National Register Nomination Amendment	Marshall, CA 2023-2024
Immaculate Heart of Mary Seminary National Register Nomination	Santa Fe, NM 2022-2024
Pleasant Street Historic District Historic Resources Survey	Hot Springs, AR 2023-2024
West Side Historic District Historic Resources Survey; National Register Historic District Nomination	Laramie, WY 2024-2025
Nebraska Women In Building Trades Statewide Historic Context / MPDF	Nebraska 2024-2025
Casa de Dios National Register Nomination	San Antonio, TX 2023-2024
Old Fitzhugh Road Historic District Historic Resources Survey	Dripping Springs, TX 2024
Deep Eddy Cabaret Local Landmark Application	Austin, TX 2024





MEGAN WARLEY MCDONALD

ARCHITECTURAL HISTORIAN

Megan McDonald is a seasoned professional with extensive experience in both Historic Preservation and Public History. During her tenure at the Florida State Historic Preservation Office, she managed the Certified Local Government program and contributed to the National Register program. Megan provided comprehensive training to historic preservation commissions statewide, covering Design Review, Historic Resource Surveys, and National Register Criteria for Evaluation. Additionally, she researched and authored National Register nominations, overseeing the process from initial fieldwork to final review.

With a background in Public History, Megan's work in museums, archives, and oral history initiatives furthered her research skills and narrative abilities. Passionate about preserving the historic resources of underrepresented communities, Megan excels in crafting cohesive historical narratives and advocating for the adaptive reuse of historic buildings.

EDUCATION

Georgia State University
MS Historic Preservation
MS U.S. History

Penn State University
BA Psychology, Rehabilitation
and Human Services

AWARDS

Department of the Army Civilian
Service Commendation Medal, 2022
Military Police Corps Regimental
Association (MPRA) Friend of the
Regiment Award, 2022
Immediate Impact Award: Florida
Secretary of State Sunshine Awards,
2018

PRESENTATIONS

**Preservation Texas Member
Webinar, 2024**
*Oral Histories in NRHP
Nominations*

megan@postoakpreservation.com
814.397.2359

PROFESSIONAL EXPERIENCE

Post Oak Preservation Solutions Senior Architectural Historian	Fayetteville, NC 2023-present
U.S. Army Military Police Corps Regimental Museum Museum Specialist	Fort Leonard Wood, MO 2020-2022
Florida Division of Historical Resources Historic Preservationist	Tallahassee, FL 2018-2020
Georgia State University Graduate Research Assistant	Atlanta, GA 2014-2017

SELECTED PROJECTS

Marconi Wireless / Synanon Tomales Bay Headquarters Historic District National Register Nomination Amendment; Historic Tax Credits	Marshall, CA 2023-2024
Southeast Fayetteville's Historic Black Community Historic Context	Fayetteville, NC 2024
Pleasant Street Historic District Historic Resources Survey	Hot Springs, AR 2023-2024
West Side Historic District Historic Resources Survey; National Register Historic District Nomination	Laramie, WY 2024-2025
Cocoa Junior High School National Register Nomination	Cocoa, FL 2019
Miami Black Police Precinct National Register Nomination	Miami, FL 2019-2020





RACHEL ALISON

ASSOCIATE

Rachel has worked in the private and nonprofit sectors of historic preservation and has professional experience on both the development and consulting sides of historic tax credit projects, as well as professional experience with archival research and nominating properties to the National Register of Historic Places. This breadth of experience makes her an effective communicator with all key players at every part of the rehabilitation process and allows her to successfully guide projects from inception to completion.

Rachel enjoys creative problem-solving and taking an individualized approach to each project. She is passionate about people-based preservation and believes in the power of historic preservation to bolster vibrant local communities and economies.

EDUCATION

Roger Williams University
MS Historic Preservation

Iowa State University
BA History

PRESENTATIONS

Rhode Island Statewide Historic Preservation Conference, 2019
Gender Bias in Historic Preservation: Representation in the National Register of Historic Places

Rhode Island Statewide Historic Preservation Conference, 2018
Historic Resources in High-Risk Flood Zones: Practical Lessons from a Newport Case Study

rachel@postoakpreservation.com
210.580.6329

PROFESSIONAL EXPERIENCE

Post Oak Preservation Solutions Associate	Kansas City, MO 2022-present
Rosin Preservation Historic Preservation Specialist	Kansas City, MO 2022
WHALE (Waterfront Historic Area League) Project Manager	New Bedford, MA 2017-2022

SELECTED PROJECTS

Kansas City African American Heritage Context Historic Context / MPDF; 3 National Register Nominations	Kansas City, MO 2024-2025
Hardin-Simmons University Historic Resources Survey / Determination of Eligibility	Abilene, TX 2023
Old Fitzhugh Road Historic District Historic Resources Survey	Dripping Springs, TX 2024
Denton Downtown Concept Plan Preservation Planning	Denton, TX 2024
Capitol Theater National Register Nomination / Historic Tax Credit Consulting	New Bedford, MA 2024-2025
Strand Theater Historic Tax Credit Consulting	New Bedford, MA 2024-2025
Valdese Weavers Mill, Inc National Register Nomination	Valdese, NC 2023





MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

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

FROM: Kenneth Patterson, Federal Aid Project Manager

SUBJECT: **SS4A College Ave – Design Agreement with Garver, LLC**

RECOMMENDATION:

Staff recommends approval of the agreement with Garver, LLC in the amount of \$787,660 for design phase services for the N. College Ave. (Sycamore to Township), a Safe Streets and Roads for All (SS4A) project and approval of a budget adjustment, pursuant to RFQ 25-01, Selection #8.

BACKGROUND:

The School Avenue and College Avenue corridors serve as the major north-south route through the central part of the City and are major commercial and retail destinations. Maintaining and improving the corridors will allow them to continue to serve mobility needs and to continue to develop/redevelop as commercial corridors.

Improvements to these corridors will include striping, widening and/or narrowing of the roadway, utility relocation, sidewalk/trail installation, accommodations for transit systems, elimination or reconfiguration of driveways, additional traffic signals, medians, plazas, art installations, lighting, wayfinding, protected intersections, parking, and other corridor improvements to be identified in the design process.

The starting point for this corridor design is the 71B Corridor Plan that was completed by RDG Planning. The goals and aspirations of the Plan continue to be implemented to the greatest extent possible through the limits of project segments selected for design and construction which include N. College Ave. between North St. and Township St., and S. School Ave. between Martin Luther King Jr. Blvd. and Cato Springs Road. As stated above, this recommendation regards the segment from Sycamore St. to Township St.

On July 7, 2020, the City Council approved a contract with Garver, LLC for the programming phase of this project. The programming phase included meetings with stakeholders and City staff to review the plan goals and make decisions about how and where to include project elements identified in the 71B Corridor Plan.

On December 4, 2024, Resolution 301-24 was approved to accept federal-aid funding in the amount of \$25,000,000 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All (SS4A) Program. This funding supports five construction projects with a focus on safety, and this project is among them.

On April 17, 2025, a selection committee composed of City of Fayetteville staff and City Council member Mike Wiederkehr selected Garver, LLC for design phase services for this segment of N. College Ave, pursuant to RFQ 25-01, Selection #8.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

DISCUSSION:

Generally, the scope of services includes surveying, environmental, design, water and sewer upgrade design, preparation of property acquisition documents, and bidding services for improvements to College Ave. between Sycamore St. and Township St. Improvements will consist primarily of enhancements to pedestrian and bicycle infrastructure, landscaping, signalization, drainage improvements as necessary, utility relocations, and access control improvements for approximately 3,700-ft. of the College Ave. corridor and the portion of Poplar St. from College Ave. to Green Acres Rd. Improvements to the corridor will be consistent with the items identified in the 2021 Programming The Street: S School & College Avenues document.

BUDGET/STAFF IMPACT:

The City has been awarded federal funding for this project through the Safe Streets and Roads for All (SS4A) Program, as approved by Resolution 301-24. Matching funds for the SS4A grant funds will come from the 2019 Bond Program. Funding for the water and sewer design will be from the Water and Sewer Fund. The funding breakdown for the contract amount is as follows:

Account #	Project #	Amount
2235.900.9221-5860.02	32401.9221	\$439,537.34
4702.860.7235-5860.02	46020.7235.9221	\$149,442.66
5400.860.5600-5860.02	11011.7235.9221	\$198,680.00
TOTAL		\$787,660.00

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Design Services Agreement, 6. Final 71B Corridor Plan, 7. Programming The Street: S School & College Avenues

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1010

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GARVER, LLC FOR DESIGN PHASE SERVICES FOR THE NORTH COLLEGE AVENUE (SYCAMORE TO TOWNSHIP) SAFE STREETS FOR ALL PROJECT IN THE AMOUNT OF \$787,660.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the School Avenue and College Avenue Corridors serve as the major north-south route through the central part of the city and are major commercial and retail destinations; and

WHEREAS, on December 4, 2024, City Council approved Resolution 301-24 to accept federal aid funding in the amount of \$25,000,000.00 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All Program to fund improvements to these corridors; and

WHEREAS, the scope of services for this phase of the project includes survey, environmental review, design, water and sewer upgrade design, preparation of property acquisition documents, and bidding services for improvements to a segment of College Avenue between Sycamore Street and Township Street.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a professional engineering services agreement with Garver, LLC for design phase services for the North College Avenue (Sycamore to Township) Safe Streets and Roads for All Project in the amount of \$787,660.00 pursuant to RFQ 25-01, Selection 8.

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

2025-1010

Item ID

8/5/2025

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

Kenneth Patterson

7/15/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the agreement with Garver, LLC in the amount of \$787,660 for design phase services for the N. College Avenue (Sycamore to Township), a Safe Streets and Roads for All project, and approval of a budget adjustment. This will be split between the Safe Streets & Roads Grant (\$439,537.34), the Street Bond funds (\$149,442.66), and the Water & Sewer fund (\$198,680).

Budget Impact:

2235.900.9221-5860.02
4702.860.7235-5860.02
5400.860.5600-5860.02

Account Number

32401.9221
46020.7235.9221
11011.7235.9221

Project Number

Safe Streets and Roads Grant
Streets Projects 2022 Bonds
Water & Sewer

Fund

Safe Streets & Roads Grant - College Ave
Street Bond Projects - SS4A - College Ave
W&S Reloc - Safe Streets & Roads - College Ave

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 29,871,920.00

Expenses (Actual+Encum)

\$ 10,053,920.20

Available Budget

\$ 19,817,999.80

Does item have a direct cost? Yes

Item Cost

\$ 787,660.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 19,030,339.80

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # **301-24**

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2025	Division /Org2 ENGINEERING (621) Requestor: Kenneth Patterson	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of the agreement with Garver,LLC in the amount of \$787,660 for design phase services for the N. College Avenue (Sycamore to Township) Safe Streets and Roads for All project. This will be split between the Safe Streets & Roads Grant (\$439,537.34), the Street Bond funds (\$149,442.66), and the Water & Sewer fund (\$198,680).

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/5/2025
	ITEM ID#:	2025-1010
	<i>Holly Black</i>	
	<i>7/15/2025 9:26 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL		-	-				v.2025617
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
2235.900.9220-5899.00	(439,538)	-	32401	9220	EX	Unallocated - Budget	
2235.900.9221-5860.02	439,538	-	32401	9221	EX	Capital Prof Svcs - Engineering/Architectu	
2235.900.9220-4309.00	-	(439,538)	32401	9220	RE	Federal Grants - Capital	
2235.900.9221-4309.00	-	439,538	32401	9221	RE	Federal Grants - Capital	
4702.860.7999-5899.00	(149,443)	-	46020	7999	EX	Unallocated - Budget	
4702.860.7235-5860.02	149,443	-	46020	7235.9221	EX	Capital Prof Svcs - Engineering/Architectu	
5400.720.5600-5808.00	(198,680)	-	11011	1	EX	Improvements - Water Line	
5400.860.5600-5860.02	198,680	-	11011	7235.9221	EX	Capital Prof Svcs - Engineering/Architectu	
	-	-					
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AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

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

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform his services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon on an Hourly basis as described in Appendix B.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER'S normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project.

Applications for payment shall be made in accordance with a format to be developed by ENGINEER and as approved by CITY OF FAYETTEVILLE. Applications for payment

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

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.
- 6.2 Professional Responsibility
- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.
- 6.3 Cost Opinions and Projections
- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.
- 6.4 Changes
- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.
- 6.5 Termination
- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

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

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

6.11 Indemnification

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

6.12 Ownership of Documents

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

6.13 Notices

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

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

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be

decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Molly Rawn

By: Zach Moore
Transportation Team Leader, Zach Moore

ATTEST:
By: _____
City Clerk

By: Joseph Adams
Project Engineer, Joe Adams

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

COLLEGE AVENUE PHASE 2

APPENDIX A – SCOPE OF SERVICES

1. General

Generally, the scope of services includes surveying, environmental, design, water and sewer upgrade design, preparation of property acquisition documents, and bidding services for improvements to College Avenue between Sycamore Street and Township Street. Improvements will consist primarily of enhancements to pedestrian and bicycle infrastructure, landscaping, signalization, drainage improvements as necessary, watershed BMPs, utility relocations, and access control improvements for approximately 3,700-ft. of the College Avenue corridor and the portion of Poplar Street from College Avenue to Green Acres Road. Improvements to the corridor will be consistent with the items identified in the 2021 School & College Avenues Programming document. .

2. Surveys

2.1. Design Surveys

Garver will utilize the previously performed LIDAR survey for designing the project. The LIDAR survey included sufficient topography for modeling the existing ground, buildings & other structures, streets, trees, visible utilities, and parking lots.

Garver will conduct additional field surveys along the project site as appropriate for locating new improvements built since the original LIDAR survey and underground utilities marked by their owners and/or representatives and any other pertinent drainage infrastructure that may be present at and/or along the project site. Garver will establish control points for use during construction.

2.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver for the portion of the project between Sycamore Street and just South of Township Street. For the remaining portion of the project, Garver will utilize City data and as-built plans to establish the existing right-of-way.

3. Geotechnical Services

Geotechnical is not anticipated for the completion of the project and not included in this scope of services.

4. Coordination/Public Involvement/Design Meetings

Garver will furnish plans to all known utility owners potentially affected by the project at preliminary & final stages of development. Garver will conduct individual coordination meetings as necessary among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations including the possibility of placing overhead utilities underground. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish both preliminary and final plans to the following agencies depending on the specific project regulatory requirements: ADEQ, COE, USFWS, and Department of Arkansas Heritage for their review and comment

In addition to the coordination meetings with the City and other regulatory agencies, the following public meetings will be prepared for and attended:

- Two (2) public involvement meetings
 - One NEPA required
 - One non-NEPA Public Meeting
- Two (2) Transportation Committee meetings
- One (1) Active Transportation Committee meeting
- One (1) Arts Council meeting
- Support of city staff led individual stakeholder meetings (up to 40 one-hour meetings).

5. Environmental Services

5.1. Environmental Data Collection

As required by the National Environmental Policy Act (NEPA), project impacts to the social, economic, and natural environments will be assessed. To do this, Garver will develop an environmental study area and collect preliminary environmental data associated with the proposed project area for the below-listed resources. Environmental data will be assessed for social, economic, and environmental impacts associated with one build alternative:

1. Air Quality
2. Archeological and Historic Sites
3. Civil Rights/Title VI
4. Community
5. Economic
6. Federally Endangered and Threatened Species
7. Floodplains
8. Hazardous Materials, including Underground Storage Tanks
9. Land Use
10. Migratory Birds
11. Recreational Areas
12. Relocations
13. Secondary and Reasonably Foreseeable Impacts
14. Section 4(f) and 6(f) Properties
15. Terrestrial and Aquatic Communities
16. Traffic Noise Levels
17. Visual
18. Water Quality, including Public Drinking Supplies
19. Wetlands and Streams

To aid data collection efforts, Garver will prepare and send out initial agency coordination letters and a project location map to the Arkansas Division of Environmental Quality (DEQ) NEPA division, Arkansas Department of Health, and the Arkansas Department of Parks, Heritage and Tourism. As the project is located in an urbanized area, coordination with the Natural Resources Conservation Service regarding the Farmland Protection Policy Act is not included in this scope of services. Coordination with other agencies is detailed below.

5.2. Cultural Resources and Historic Properties

Garver will conduct a Phase I Cultural Resources Survey through a subconsultant contract consisting of state records research and an on-site Phase I archeological survey and historic structure survey of

the study area, which is estimated to be approximately 16 acres. A Phase II Cultural Resources Survey and/or site monitoring/testing are beyond this scope of work.

A Cultural Resources Survey Report will be prepared and Garver will submit it to the State Historic Preservation Officer (SHPO) requesting concurrence with the findings and Section 106 clearance for the single build alternative. Cultural resources clearance will be required for the final environmental documentation.

Garver will provide a cultural resources impact evaluation and comparison for the NEPA document based on results of the Cultural Resources Survey for the single build alternative.

Garver will prepare initial tribal coordination letters and an area of potential effect map for Federal Highway Administration (FHWA) review and distribution. Preparation of a Memorandum of Agreement, Programmatic Agreement, and/or Section 4(f) Evaluation is beyond this scope of work.

5.3. Biological Investigations

Garver will conduct a wetland and stream delineation to determine the limits of all jurisdictional waters of the United States and potential jurisdictional wetlands within the project limits. The delineation will include one site visit for field evaluation and mapping of jurisdictional waters of the United States, including streams, in accordance with the regulatory guidance in effect on the date of notice to proceed. Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and minimization of impacts. The delineation will utilize methodologies outlined in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location. A letter report detailing the potentially jurisdictional waters and wetlands delineated within the project area will be prepared and submitted to the City for review (one round of comments will be addressed), then submitted to USACE. The submittal will include necessary documentation to obtain a Preliminary Jurisdictional Determination (PJD) and identification of the appropriate Section 404 permit type.

Garver will contact the Arkansas Natural Heritage Commission (ANHC) and U.S. Fish and Wildlife (USFWS) to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered, it may be necessary to survey for these species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope. Garver will prepare an informal Section 7 Consultation package to be submitted to USFWS. Formal consultation with USFWS is beyond this scope of work and would be considered extra work.

5.4. Hazardous/Regulated Materials Investigations

Garver will prepare and send out an initial agency coordination letter to the DEQ regulated storage tank office requesting their review of the project area and comments regarding the proposed project.

Garver will conduct a literature and database review of readily available and applicable state and federal regulatory agency databases, which will include at a minimum the following databases: CERCLA, NPL, Resource Conservation and Recovery Act (RCRA), regulated storage tanks, leaking regulated storage tanks, State Superfund, and City Solid Waste Landfills. Leaking storage tanks and RCRA sites are recorded within the project vicinity. Garver will conduct a visual survey to identify potential hazardous/regulated material sites in the vicinity of the proposed project. The results of these efforts will be documented in the Environmental Documentation.

5.5. Public Involvement

Garver will:

- Prepare public involvement virtual displays for review by the City.
- Conduct coordination necessary for a public meeting including:
 - a. Developing the outreach and meeting materials.
 - b. Publish and pay for postcard mailings, a Spanish public service announcement (PSA), and letters
 - c. Provide Spanish translation for a PSA.
- Prepare a synopsis of the public meeting; review and respond to public comments as needed; and submit Title VI report.

A Location and/or Design Public Hearing is not anticipated and is excluded from the scope of services. It is anticipated that the public involvement meeting will meet all required public involvement criteria for the project.

Garver will coordinate one (1) public involvement meeting for NEPA after 60% plans have been developed. In addition to the NEPA meeting, a separate non-NEPA public meeting will be coordinated jointly by the City and Garver. This meeting will be outside the formal environmental process and may be used to provide general project updates or gather community feedback at an earlier or separate stage.

Logistics for the public meeting include the City coordinating the meeting date, time, and location. If the cost is tied to renting a meeting location, the City can coordinate completion of the rental agreement, and the City will be responsible for any signature and fee. Garver will provide staff to manage and attend the public involvement meeting. Garver will provide up to four staff members.

Garver will develop the following outreach materials for review and approval. Garver will develop postcard mailings (Every Door Direct Mailing), a Spanish PSA, letters and emails to identified public officials and stakeholders, and a news release for the City to post on their website. The City will create and pay for newspaper display ads. The city will create social media posts. Garver will disseminate the postcards (EDDM), Spanish PSA, letters, and emails. The City will disseminate the newspaper display ads, social media posts, news release on the City's website, and announcements on the City's website. No Spanish Translation services for meeting materials are anticipated as needed.

Garver will develop public meeting materials for review and approval to include sign-in sheets, map and project summary handouts, exhibit boards, roll plots, and comment forms.

After the public involvement meeting and comment period has ended, Garver will provide a public meeting synopsis outlining the outreach plan, meeting materials, and a summary of public comments submitted.

5.6. Environmental Document

Garver will prepare a Tier 3 Categorical Exclusion (CE) document that meets FHWA standards in accordance with NEPA for the proposed project. The CE document will summarize the proposed improvements, results of the public involvement meeting, and impacts associated with each of the resources listed in Section 5.1. The CE will only analyze one build alternative. An Environmental Assessment (EA) level document and a Finding of No Significant Impact (FONSI) are not anticipated to be required and are beyond this scope of work.

Garver will submit the draft CE in electronic format for review by the City and FHWA and will perform revisions necessary to respond to comments. Garver anticipates addressing up to one round of comments from the City, and up to two rounds of comments from FHWA,. Garver will then submit the final document to FHWA for submittal to and approval. An electronic copy of the approved CE in PDF format will be provided to the City.

Section 4(f) Evaluations (*de minimis*, Individual, or Programmatic), a conceptual stage relocation statement, a detailed visual impact memo, and/or a noise screening analysis are not included in this scope of services. If Section 4(f) parks would be impacted by the project, Garver assumes these impacts would be exempt from Section 4(f) requirements.

5.7. Environmental Permits and Special Provisions

Garver will coordinate and obtain the below described federal and state permits and clearances necessary for environmental clearance to construct the proposed project in compliance with the applicable City, state, and federal regulations. Additionally, Garver will assist with development of contract Special Provisions regarding environmental resources to provide protection for environmentally sensitive areas or features.

USACE Section 404 Nationwide Permit (NWP)

The area of project impacts to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. A USACE Section 404 NWP is anticipated to be required due to the potential presence of Sublett Creek within the study area. Garver will coordinate with the USACE regarding impacts to potentially jurisdictional waters of the United States and will assist in coordinating the issuance of a Section 404 NWP. A Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a NWP are considered extra work. Garver will:

- A. Assist with USACE coordination for the issuance of the appropriate Section 404 NWP for project impacts within the study area.
- B. Compile a Section 404 NWP package that will include Form 6082 (NWP), impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets, and functional value assessment or determining required wetland and/or stream mitigation credits.
- C. Locate a USACE-approved mitigation bank and coordinate with the City to purchase the USACE-approved number of wetland and/or stream mitigation bank credits (if needed).
- D. Coordinate issuance of Section 404 NWP.

Individual water quality certification from DEQ is beyond the scope of work.

Storm Water Pollution Prevention Plan (SWPPP)

Garver will prepare a large site construction SWPPP in accordance with DEQ standards in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the proposed project. The large site SWPPP will be submitted to DEQ for review and approval to obtain a construction site Notice of Coverage (NOC) for the project. Garver will pay the initial fee for the large site SWPPP (\$200). For the SWPPP, Garver will:

- A. Review, comment on, and refine SWPPP design sheets produced by the Engineer to meet DEQ standard requirements for site plans.
- B. Work with designers on selection of best management practices (BMPs) for erosion and sediment control.
- C. Complete written SWPPP report per DEQ template.

Short Term Activity Authorization (STAA)

A STAA is required by DEQ for any project that might cause a violation of Arkansas water quality standards. Garver will complete the STAA request, which includes crossing location(s), point of contact, acreage of disturbance, schedule, and work to be performed. Garver will coordinate the issuance of up to one (1) STAA with DEQ. Garver will pay the initial required fee, which is \$150 per stream crossing (\$150 total).

Special Provisions

Garver will prepare special provisions related to environmental commitments and protection. Garver's Environmental Staff will work with the Roadway Designers to ensure all environmental commitments and regulatory requirements are incorporated into project plans and contracts by use of plan sheet notes, general notes and special provisions. Close coordination will be maintained with FHWA to ensure that all aspects of the environmental process meet FHWA approval. This includes approval of deliverables and dates of delivery for each task.

6. Landscape Architecture

Garver will subcontract with RDG Planning & Design for Landscape Architecture. The specific scope for these services is included in the attached scope of services provided by RDG Planning & Design. These items shall be made a part of these Appendix A Scope of Services.

7. Electrical/Lighting Design

Garver will provide design services for vehicular and pedestrian lighting within the project area. This includes lighting for College Avenue, the associated sidewalks, and all roadway intersections. The design will be for continuous lighting of the roadway and sidewalk, with spacing matching the previous installations. Photometric analysis will not be provided.

A site visit will be performed before design starts to verify all site conditions, including all existing electrical and lighting systems. This visit will also include a meeting with the utility, to verify proposed service points.

Lighting will utilize the LED standard light fixtures currently installed along College Avenue to maintain visual consistency. Lighting will be powered from new electrical services, with the locations coordinated during design. Electrical circuits for the proposed lighting will be designed, utilizing one-line diagrams and voltage drop calculations to outline proposed circuitry. Light pole foundations will match depth and dimension for light poles currently along College Avenue. Structural analysis of the foundation will not be performed. Lighting foundations will be utilized from the Phase 1 plans.

8. Conceptual Design

The conceptual design phase plan set will include typical sections, street plan & profiles, sidewalk/trail layouts, adjacent parking lot adjustments, intersection improvements, pavement markings, signal pole layouts, and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the City and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

9. Preliminary Design

Upon receiving written approval from City on Conceptual Design, Garver will begin Preliminary Design. In addition to the specific items listed in the Conceptual Design, the Preliminary Design phase submittal will include the following:

- Miscellaneous Details
- Demolition Plans
- Drainage Plan and Profile Sheets
- Driveway Profiles
- Grading and Layout Plans
- Pavement Marking and Signage Plans
- Retaining Wall Layout
- Cross Sections

In addition, an opinion of probable construction cost will be submitted with the Preliminary Phase submittal. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

10. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final design to prepare construction plans and specifications including final construction details and quantities, special provisions, and opinion of probable construction cost. In addition to the specific items listed in the Preliminary Design, the Final Design phase submittal will include the following:

- Erosion Control Plans
- Maintenance of Traffic Plans

Garver will also make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

11. Signalization Design

A new traffic signal and pedestrian safety improvements will be designed at the College Avenue at Poplar Street intersection based on recommendations from the traffic study provided by the developer’s engineer for the new junior high school. Pedestrian crossings with RRFB will be designed along College Avenue at the relocated Green Acres Road intersection. The Preliminary Design phase submittal will include the following for signalization:

- Signal Detail Sheets
- Signal Plan Sheets
- Wiring Diagram Sheets
- Charts Sheet

Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design.

12. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 60 properties for College Avenue improvements. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

13. Water/Sewer Conceptual Design

The Conceptual Design phase will include reviews of "as-built" drawings of the existing utilities and develop horizontal layouts of proposed utilities within the College Avenue right-of-way for approximately 5,200 feet, between East Sycamore Street and East Sunbridge Drive. Water line improvements will include abandoning the existing 8-inch cast iron and 6-inch asbestos cement lines and replacing them with a 12-inch PVC or ductile iron water line within College Avenue. Existing private service lines will be reconnected as required with termination at the existing meter locations. Sanitary sewer improvements will include abandoning the existing VCP sewer lines and replacing them with PVC or ductile iron lines sized per current regulations. Additional sewer upsizing evaluations will be completed by others and directed by the Owner. The Conceptual Design phase submittal will include plan views of the proposed improvements and an Opinion of Probable Construction Cost.

This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. It will represent approximately 30% of final construction contract plans.

14. Water/Sewer Preliminary Design

Once Garver receives written approval from the Owner on Conceptual Design, Garver will begin Preliminary Design. During the Preliminary Design phase, Garver will incorporate the Owner's comments on the horizontal alignments, develop vertical alignments for the public water and sewer lines, and identify service lines to be replaced or reconnected. The Preliminary Design phase submittal will include plan and profile sheets, and an Opinion of Probable Construction Cost.

The Preliminary Design phase will represent approximately 60 percent of final construction contract plans. During this phase, initial meetings with Arkansas Department of Health (ADH) will be initiated to gather input. Garver will incorporate comments from the Owner and ADH in the Final Design.

15. Water/Sewer Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the Final Design phase of the project, Garver will incorporate the Owner's comments and prepare construction plans, for one construction contract, including final construction details and quantities, special provisions, and an Opinion of Probable Construction Cost. Garver will also make any needed plan changes as a result of the final review and/or special easement acquisition considerations and prepare the construction documents as required to advertise for bids.

The final design phase will represent approximately 90 percent of the final construction contract plans. During this phase, Garver will submit drawings and cost estimate to ADH for approval. Garver will incorporate comments from the Owner and ADH in the bidding documents.

16. Bidding Services

During the bidding phase of the project, Garver will perform the following to be bid under this agreement:

- A. Prepare and submit Advertisement for Bids for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- B. Support the contract documents by preparing addenda as appropriate.
- C. Participate in pre-bid meeting if necessary.
- D. Attend the bid opening.
- E. Evaluate bids and recommend award.
- F. Prepare construction contracts.

17. Construction Phase Services

Construction Phase services are currently excluded from the scope of services but may be added at a future date by amendment.

18. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Digital copy of the Environmental NEPA Document.
- B. Public Involvement Exhibits.
- C. Digital copy of the Conceptual Design plans with opinion of probable construction cost.
- D. Digital copy of the Preliminary Design plans with opinion of probable construction cost.
- E. Digital copy of the Preliminary Plans to each potentially affected utility company.
- F. Digital copy of the Final Design plans with opinion of probable construction cost.
- G. Three hard copies of the revised Final Design with opinion of probable construction cost.
- H. Digital copy of the revised Final Plans to each potentially affected utility company.
- I. Three hard copies of the Final Plans and Specifications to the Contractor.
- J. Digital copies of the right-of-way and/or easement acquisition documents.
- K. Electronic files as requested.

19. Extra Work

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Geotechnical Services including pavement design.
- D. ARDOT Survey/Drawings.
- E. Design of a new Sublett Creek Crossing of College Avenue.
- F. Construction phase services.
- G. Environmental Handling and Documentation beyond what is specified in the scope of services.
- H. Development of a HEC-RAS and HEC-HMS models for Sublett Creek. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- I. Location and/or Design Public Hearing.
- J. Preparation of an Environmental Assessment and Finding of No Significant Impact NEPA document.
- K. Preparation of a conceptual stage relocation statement.
- L. Preparation of a detailed visual impact memorandum
- M. Preparation of a noise screening analysis.
- N. Preparation of a Biological Assessment per Section 7 of the Endangered Species Act.
- O. An Individual Section 404 Permit.
- P. Phase II Cultural Resources Survey or site monitoring/testing.

Q. An Individual, Programmatic, or *de minimis* Section 4(f) Evaluation.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

20. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Topographic and Property	80 days from Notice to Proceed
NEPA Documentation	150 days from approval of Preliminary Design
Conceptual Design	60 days from completion of Survey
Preliminary Design	75 days from approval of Conceptual Design
Final Design	60 days from approval of Preliminary Design
Property Acquisition Documents	70 days from approval of Preliminary Design

Scope of Services
College Avenue Streetscape- Sycamore to Township
Fayetteville, Arkansas
July 8th, 2025
3004.140.03

This scope of services has been developed to assist the City of Fayetteville and Garver Engineering with the College Avenue Streetscape – Sycamore to Township project as outlined below and the attached time task analysis. This scope includes creating separate construction documentation packages based on federal funding.

RDG will provide landscape architecture and graphic design services as required. Performance Engineering will be a subconsultant to RDG and provide structural engineering services as required.

TASK 1. General Project Meetings

1. Progress Meetings

- a. RDG will attend progress meetings as deemed necessary by Garver. These meetings will be done virtually.

2. Stakeholder Meetings

- a. RDG will attend stakeholder meetings via videoconferencing as deemed necessary by Garver. This includes meetings with transit providers.

3. Review Meetings

- a. RDG will attend review meetings to receive the City's review comments from the submittals. These meetings will be via videoconferencing. RDG has included 3 review meetings in the scope.

4. Transportation and Arts Council committee meetings

- a. RDG will attend up to two Transportation Committee meetings and one Arts Council Committee meeting via videoconferencing

TASK 2. Conceptual Design – 30% drawings

During this project phase, the RDG team will:

1. Prepare various design alternatives for the recommended improvements resulting from the programming phase and prepare a 30% complete plan set that illustrates the basis of the improvements to be made.
2. Assist the engineer with a 30% OPC.
3. Develop the conceptual landscape plan, and assess the need for green infrastructure along College Avenue from Sycamore to Township.
4. Prepare a 30% preliminary layout plan for all back of curb items including sidewalks, landscape areas, and site amenities.
5. Place streetscape amenities to be included along the street. This includes but is not limited to bus shelters, benches, trash receptacles, planters and placemaking features. An additional placemaking feature outside of the medians will be located at Green Acres Road and College Avenue.
6. Conduct a 30% complete QA/QC of the plan set and OPC.
7. Conduct a 30% complete review meeting and project walk-through with City staff to review the street layout and landscape plan.
8. Revise the 30% conceptual plans based on comments from the review meeting and project walk-through to be used for the stakeholder group meeting.
9. Attend public open house meeting in person.

TASK 3. Preliminary Design Phase- 60% drawings

During this project phase, the RDG team will:

Objective: Review feedback from the plan-in-hand walk-through, City comments, and group stakeholder meeting comments to prepare a 60% complete plan set that illustrates the basis of the improvements to be made.

1. Assist Garver with the advancement of the street and sidewalk design into preliminary design.
2. Develop the landscape plan based on the selected alternative from the conceptual design. Develop green infrastructure plan if approved from the Concept phase.
3. Prepare a 60% preliminary layout plan for all back of curb items including sidewalks, landscape areas, and site amenities.
4. Coordinate placement of streetscape amenities to be included along the street. This includes but is not limited to bus shelters, benches, trash receptacles, planters and gateway features. An additional placemaking feature outside of the medians will be located at Green Acres Road and College Avenue.
5. Create site details that are critical to understanding and price implications for both landscape and hardscape items.
6. Assist Garver with street light locations.
7. Assist Garver with the development of a grading plan.
8. Prepare an outline of technical specifications.
9. Provide to Garver an OPC of items documented by RDG to be included in a 60% complete engineer's OPC.
10. Conduct a 60% complete QA/QC of plans prepared by RDG.
11. Conduct a 60% complete review meeting with City staff to review the preliminary design documents.
12. Revise the 60% conceptual plans based on comments from the review meeting to be used for the public open house.
13. Attend 60% public open house meeting in Fayetteville.

TASK 4. Final Design – 90% and 100% Drawings

During this project phase the RDG team will:

Objective: During the 90% and 100% complete design process we will incorporate any final comments and details into the project plans and prepare for final production.

1. Revise designs based on 60% complete comments received.
2. Finalize the design for the landscape architectural improvements.
3. Review constructability of improvements and design temporary measures to allow for the construction of the improvements at all project areas while keeping businesses and residences accessible.
4. Prepare a 90% complete OPC.

5. Conduct an internal 90% complete QA/QC review of the plan set and OPC.
6. Attend a 90% complete review meeting with City staff to review the 90% complete plan set and OPC. Objective: The objective during this task is to finalize and sign and seal the plan by a Professional Engineer and specification documents in preparation for bidding and negotiation.
7. Deliverables: Deliverables for this task include three (3) sets of final plans on 11"x17" paper and electronically in pdf format. The drawing CAD files will be provided in *.dwg format.
8. Receive 90% complete comments and revise plans and specifications.
9. Create construction document set and sign and seal by engineers and landscape architect registered in the State of Arkansas.
10. Submit final drawing files in AutoCAD 2017 format (.dwg) to Garver for use by the City.

TASK 5. Bidding Phase

Objective: Solicit bidders and assist in obtaining construction bids according to state statutes.

After written authorization to proceed with the Bidding phase, the RDG team will:

1. Provide clarifications throughout the bidding period on the back of curb items documents by the RDG team.
2. Attend a pre-bid meeting in Fayetteville if needed.

Fee for Services

TASK 1 - Project Meetings –**\$ 5,775***Landscape Architecture*

\$ 5,775

TASK 2 – Conceptual Design- 30%**\$13,430***Landscape Architecture*

\$13,430

TASK 3 – Preliminary Design – 60%**\$43,945***Landscape Architecture*

\$36,785

Graphic Design

\$ 1,440

Structural Engineering

\$ 5,720

TASK 4 – Final Design – 90% and 100%**\$26,730***Landscape Architecture*

\$19,570

Graphic Design

\$ 1,440

Structural Engineering

\$ 5,720

TASK 5 – Bidding**\$ 3,865***Landscape Architecture*

\$3,205

Structural Engineering

\$ 660

Estimated Reimbursables**\$ 3,790**

=====

Total fee**\$ 97,535****Project Schedule – As defined by Garver Engineering****Scope Exclusions**

Excluded from this scope of services are the following:

1. Construction contract administration
2. Permitting
3. LEED documentation services
4. Rezoning and/or zoning waivers deemed necessary by the planning department

5. Public utility extensions
6. Construction testing
7. Irrigation design (Performance specification will be provided)
8. Stormwater detention design
9. Arboriculture



Appendix B
City of Fayetteville
College Avenue Phase 2
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
Designers		ES-6	\$ 345.00
D-1	\$ 128.00	ES-7	\$ 431.00
D-2	\$ 146.00	ES-8	\$ 487.00
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
Technicians		PC-3	\$ 194.00
T-1	\$ 103.00	PC-4	\$ 248.00
T-2	\$ 124.00	PC-5	\$ 303.00
T-3	\$ 151.00	PC-6	\$ 392.00
T-4	\$ 195.00	PC-7	\$ 491.00
Surveyors		Management / Administration	
S-1	\$ 63.00	AM-1	\$ 82.00
S-2	\$ 84.00	AM-2	\$ 104.00
S-3	\$ 113.00	AM-3	\$ 145.00
S-4	\$ 161.00	AM-4	\$ 186.00
S-5	\$ 203.00	AM-5	\$ 227.00
S-6	\$ 237.00	AM-6	\$ 295.00
S-7	\$ 280.00	AM-7	\$ 378.00
S-8	\$ 353.00	M-1	\$ 552.00
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

Appendix B

City of Fayetteville College Avenue Phase 2

FEE SUMMARY

Title I Service - College Ave. - Sycamore St. to Township St.		Estimated Fees	
Surveying - College Ave.		Subtotal	\$ 122,920.00
	Project Management	\$ 4,739.00	
	Topographic Survey	\$ 22,778.00	
	Property Survey	\$ 71,300.00	
	Expenses	\$ 1,403.00	
	Utility Locates (ARKUPS)	\$ 4,700.00	
	Property Title (WACO)	\$ 18,000.00	
Environmental Services		Subtotal	\$ 66,400.00
	NEPA Permitting (Garver)	\$ 53,257.00	
	Expenses	\$ 3,993.00	
	Cultural Resources (Flat Earth Archeology, LLC)	\$ 9,150.00	
Public Involvement/Design Meetings		Subtotal	\$ 40,500.00
	Garver	\$ 34,725.00	
	RDG	\$ 5,775.00	
Conceptual Design		Subtotal	\$ 32,930.00
	Civil Engineering (Garver)	\$ 19,500.00	
	Landscape Architecture (RDG)	\$ 13,430.00	
Preliminary Design		Subtotal	\$ 103,645.00
	Civil Engineering (Garver)	\$ 59,700.00	
	Landscape Architecture, Structural for Placemaking Features (RDG)	\$ 43,945.00	
Final Design		Subtotal	\$ 91,020.00
	Civil Engineering (Garver)	\$ 60,500.00	
	Landscape Architecture, Structural for Placemaking Features (RDG)	\$ 30,520.00	
Signalization Design		Subtotal	\$ 38,700.00
Electrical/Lighting Design		Subtotal	\$ 35,300.00
	Conceptual Design	\$ 7,341.00	
	Preliminary Design	\$ 19,335.00	
	Final Design	\$ 8,556.00	
	Expenses	\$ 68.00	
Property Acquisition		Subtotal	\$ 48,000.00
Bidding Services		Subtotal	\$ 9,565.00
	Garver	\$ 5,700.00	
	RDG	\$ 3,865.00	
Subtotal for College Ave. - Sycamore St. to Township St.		\$ 588,980.00	

Title I Service - Water and Sewer Design		Estimated Fees	
	Project Management	\$ 13,045.00	
	Conceptual Design	\$ 42,772.00	
	Preliminary Design	\$ 66,902.00	
	Final Design	\$ 39,638.00	
	Bidding	\$ 6,164.00	
	Topographic Survey	\$ -	
	Property Survey	\$ -	
	Property Acquisition	\$ 23,752.00	
	Property Title (WACO)	\$ -	
	Permitting	\$ 6,108.00	
	Expenses	\$ 299.00	
Subtotal for Water and Sewer Design		\$ 198,680.00	

Total for Title I Services \$ 787,660.00

Appendix B

City of Fayetteville College Avenue Phase 2

SURVEYS

WORK TASK DESCRIPTION	S-5	S-4	S-3	2-Man Crew (Survey)
	\$203.00	\$161.00	\$113.00	\$244.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	16			
Quality Control Review		8		
Submittals to Client	1			
Subtotal - Project Management	17	8	0	0
2. Topographic Survey				
Establish Horizontal and Vertical Control Points	2			8
Utility Locates (New Utilities not in MCE Survey)				30
Topographic Surveys				20
Data Processing/Preparation		30	30	
Subtotal - Topographic Survey	2	30	30	58
3. Property Surveys				
Dilligence and Research		8		
Establish Existing Right of way	4	20		
Property Surveys (60 Max)			20	160
Data Processing/Preparation	20	100	40	
Subtotal - Property Surveys	24	128	60	160
Hours	43	166	90	218
Salary Costs	\$8,729.00	\$26,726.00	\$10,170.00	\$53,192.00

SUBTOTAL - SALARIES: **\$98,817.00**

DIRECT NON-LABOR EXPENSES

Travel Costs \$1,403.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$1,403.00**

SUBTOTAL: **\$100,220.00**

SUBCONSULTANTS FEE (Waco Title Research): **\$18,000.00**

SUBCONSULTANTS FEE (ARKUPS): **\$4,700.00**

TOTAL FEE: **\$122,920.00**

Appendix B

City of Fayetteville College Avenue Phase 2

ENVIRONMENTAL SERVICES

WORK TASK DESCRIPTION	ES-3	ES-1	ES-4	ES-2	ES-4	ES-1	E-2	ES-6
	\$181.00	\$113.00	\$214.00	\$142.00	\$214.00	\$113.00	\$164.00	\$345.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Environmental Data Collection								
1. Air Quality	1							
2. Archeological and Historic Sites	2							
3. Civil Rights/Title VI		1						
4. Community		1						
5. Economic		1						
6. Federally Endangered/Threatened Spp		1						
7. Floodplains		2		1				
8. HazMat and USTs	2	2		1				
9. Land Use		1						
10. Migratory Birds		2						
11. Recreational Areas		1						
12. Relocations		2						
13. Secondary and Reasonably Foreseeable		2						
14. Section 4(f) and 6(f) Properties	1	2						
15. Terrestrial and Aquatic Communities		2						
16. Traffic Noise Levels	1							
17. Visual		1						
18. Water Quality and Drinking Supplies		1						
19. Wetlands and Streams		1		1				
Coordination Letters to 3 Agencies (DEQ NEPA, Park	1	4						
Project Map for Agency Coordination		4	1					
Subtotal - Environmental Data Collection	8	31	1	3	0	0	0	0
2. Cultural Resources and Historic Properties								
Subconsultant coordination and contracting	4							
Phase I Arch. Report QC	1							
Historic Structures Report QC	2							
FHWA Coordination & Sec 106 Clearance	4							
Initial Tribal Coordination Letters & Map	1	8	1	4				
Properties	12	8	1	4	0	0	0	0
3. Biological Investigations								
Wetland and Stream Delineation Fieldwork	2	6						
Delineation Report and QC (txt, maps, DPs, pics, weather)	1	29						
Delineation Report QC & Revisions	2	4	2					
PJD Request	1	2						
ANHC Data Coordination	1	2						
USFWS IPaC List		1						
Section 7 Consultation Pkg (txt, Keys, & QC)	2	8						
Subtotal - Biological Investigations	9	52	2	0	0	0	0	0
4. Hazardous Materials Investigations								
RST Coordination Letter and Follow Up	6	2						
Database Review and Field Check	2	6						
Subtotal - Hazardous Materials Investigations	8	8	0	0	0	0	0	0
5. Public Involvement								
Coordination with PI Team	4				4	24		
Prepare meeting materials					2	26		
Coordination for NEPA Public Meeting					2	40		
NEPA Public Meeting	3						9	
Synopsis					2	8		
QA/QC					4	8		
Subtotal - Public Involvement	7	0	0	0	14	106	9	0
6. Environmental Document								
Draft Tier 3 CE and Attachments	20	2						1
Internal QC	1							2
Preparation of Environmental Checklist	1	2						
Preparation of Roadway Design Form	1	3					2	
Addressing FHWA Comments (2 rounds)	6	2						1
Subtotal - Environmental Document	29	9	0	0	0	0	2	4

Appendix B**City of Fayetteville
College Avenue Phase 2****ENVIRONMENTAL SERVICES**

WORK TASK DESCRIPTION	ES-3	ES-1	ES-4	ES-2	ES-4	ES-1	E-2	ES-6
	\$181.00	\$113.00	\$214.00	\$142.00	\$214.00	\$113.00	\$164.00	\$345.00
	hr	hr	hr	hr	hr	hr	hr	hr
7. Environmental Permits and Special Provisions								
USACE Section 404 NWP	2	16	1					
Storm Water Pollution Prevention Plan (SWPPP)	1	16						
2 Short Term Activity Authorizations (STAAs)	1	8						
Special Provisions	5	5	1					2
Provisions	9	45	2	0	0	0	0	2

Hours	82	153	6	7	14	106	11	6
Salary Costs	\$14,842.00	\$17,289.00	\$1,284.00	\$994.00	\$2,996.00	\$11,978.00	\$1,804.00	\$2,070.00

SUBTOTAL - SALARIES: **\$53,257.00**

DIRECT NON-LABOR EXPENSES

Meeting exhibit boards	\$500.00
Printing (8 1/2 x 11 B&W)	\$194.00
Postcards direct mailing/EDDM (2 mi. radius)	\$2,000.00
Mailings	\$25.00
PSA (La Zeta 95.7 FM)	\$200.00
Roll Plot	\$500.00
SWPPP Fee (\$200 each)	\$200.00
GPS Equipment	\$80.00
STAA Fee (1 max at \$150 each)	\$150.00
ANHC Data Request Fee	\$50.00
Bio. Field Supplies (water, meal, bug spray; 2 people)	\$66.00
Bio. Travel Costs (40 miles roundtrip)	\$28.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$3,993.00**

SUBTOTAL: **\$57,250.00**

SUBCONSULTANTS FEE (FEA Cultural Resources Survey): **\$9,150.00**

TOTAL FEE: **\$66,400.00**

City of Fayetteville
College Avenue Phase 2

	WORK TASK DESCRIPTION
1.	Identify the problem or task to be solved.
2.	Gather information and resources needed to solve the problem.
3.	Analyze the information and resources to determine the best solution.
4.	Develop a plan to solve the problem.
5.	Implement the plan and monitor progress.
6.	Evaluate the results and make adjustments as needed.
7.	Communicate the results and findings to others.
8.	Reflect on the process and learn from the experience.

WORK TASK DESCRIPTION		E-4	E-2	E-1	T-2	P-2	ES-4	ES-1
		\$220.00	\$164.00	\$141.00	\$124.00	\$213.00	\$214.00	\$113.00
		hr	hr	hr	hr	hr	hr	hr
1. Design Meetings								
Kick-Off Meeting	1		1		1			
Progress Meetings	4	4						
Stakeholder Meetings (N College 41 property owner contacts)	8		40		40			
Review Meetings	4		4					
Transportation Committee Meetings (2 each)	2		2					
Arts Council Meetings (1 each)	2		1		2			
Active Transportation Committee Meeting (1 each)	2		1					
Subtotal - Design Meetings	23	4	49	0	43	0	0	
2. Public Involvement								
Coordination with PI Team	1		2					12
Prepare Exhibits			8	8				12
Synopsis			2					16
QA/QC	2						8	
Public Involvement Meeting (1 Non-NEPA)	3	3	3		3			
Subtotal - Public Involvement	6	3	15	8	3	8	40	
Hours	29	7	64	8	46	8	40	
Salary Costs	\$6,380.00	\$1,148.00	\$9,024.00	\$992.00	\$9,798.00	\$1,712.00	\$4,520.00	
SUBTOTAL - SALARIES:		\$33,574.00						
<u>DIRECT NON-LABOR EXPENSES</u>								
Meeting exhibit boards	\$500.00							
Printing (8 1/2 x 11 B&W)	\$60.00							
Roll Plot	\$489.00							
Hand-delivered flyers = 300 mi at a 0.70 rate	\$0.00							
Travel Costs	\$102.00							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$1,151.00						
SUBTOTAL:		\$34,725.00						
SUBCONSULTANTS FEE:		\$0.00						
TOTAL FEE:		\$34,725.00						

Appendix B

City of Fayetteville College Avenue Phase 2

CONCEPTUAL DESIGN

WORK TASK DESCRIPTION	E-4	E-2	E-1	T-2
	\$220.00	\$164.00	\$141.00	\$124.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	2			
Quality Control Review	6			
Submittals to Client	1			
Subtotal - Project Management	9	0	0	0
2. Civil Engineering				
Cover Sheet			1	1
General Notes, Index, and Legend			1	1
Typical Sections			8	4
General Site Layout and Survey Control			2	6
Plan & Profile Sheets		4	30	24
Intersection Improvements		4	8	4
Driveway/Parking Lot Improvements			8	8
Utility Coordination			2	
Quantities		1	6	
Opinion of Probable Construction Cost		1	4	
Subtotal - Civil Engineering	0	10	70	48
Hours	9	10	70	48
Salary Costs	\$1,980.00	\$1,640.00	\$9,870.00	\$5,952.00

SUBTOTAL - SALARIES: **\$19,442.00**

DIRECT NON-LABOR EXPENSES

Travel Costs \$58.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$58.00**

SUBTOTAL: **\$19,500.00**

SUBCONSULTANTS FEE: **\$0.00**

TOTAL FEE: **\$19,500.00**

Appendix B

City of Fayetteville College Avenue Phase 2

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-4	E-2	E-1	T-2
	\$220.00	\$164.00	\$141.00	\$124.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	4			
Quality Control Review	12			
Submittals to Client	2			
Subtotal - Project Management	18	0	0	0
2. Civil Engineering				
Cover Sheet			1	1
General Notes, Index, and Legend			1	1
Typical Sections			4	4
General Site Layout and Survey Control			2	2
Miscellaneous Details	1	4	12	12
Demolition Plans			8	4
College Ave. Plan & Profile Sheets		12	40	40
Green Acres Rd. Plan & Profile Sheets		2	8	4
Poplar St. Plan & Profile Sheets		4	4	4
Drainage Plan & Profile Sheets		4	24	16
Driveway Profiles		2	8	4
Grading and Layout Plans		4	40	16
Pavement Marking and Signage Plans		2	8	8
Cross Sections		2	24	16
Coordination with Utility Companies		4	4	
Coordination and Meetings with Owner	4	4	4	
Quantities		2	8	
Opinion of Probable Construction Cost		2	4	
Subtotal - Civil Engineering	5	48	204	132
3. Structural Engineering				
Retaining Wall Layout	4		4	
Subtotal - Structural Engineering	4	0	4	0

Hours	27	48	208	132
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Salary Costs	\$5,940.00	\$7,872.00	\$29,328.00	\$16,368.00
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SUBTOTAL - SALARIES: \$59,508.00

DIRECT NON-LABOR EXPENSES

Travel Costs	\$192.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$192.00

SUBTOTAL: \$59,700.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$59,700.00

Appendix B

City of Fayetteville College Avenue Phase 2

FINAL DESIGN

WORK TASK DESCRIPTION	E-4	E-2	E-1	T-2
	\$220.00	\$164.00	\$141.00	\$124.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	4			
Quality Control Review	8			
Submittals to Client	1			
Subtotal - Project Management	13	0	0	0
2. Civil Engineering				
Cover Sheet				1
General Notes, Index, and Legend				2
Typical Sections			4	4
General Site Layout and Survey Control			1	1
Micellaneous Details			8	8
Erosion Control Plans			6	4
Maintenance of Traffic Plans	1	2	24	16
Demolition Plan			8	4
College Ave. Plan & Profile Sheets		8	40	40
Green Acres Rd. Plan & Profile Sheets		2	8	4
Poplar St. Plan & Profile Sheets		4	8	8
Drainage Plan & Profile Sheets		8	24	12
Driveway Profiles			4	4
Grading and Layout Plans		4	24	12
Pavement Marking and Signage Plans		2	4	4
Cross Sections		2	12	8
Coordination with Utility Companies		4	4	
Coordination and Meetings with Owner	4	4		
Quantities		2	8	
Opinion of Probable Construction Cost	1	2	4	
Specifications/Contract Documents		12	8	
Subtotal - Civil Engineering	6	56	199	132
3. Structural Engineering				
Retaining Wall Layout/Elevations	4		8	4
Subtotal - Structural Engineering	4	0	8	4

Hours	23	56	207	136
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Salary Costs	\$5,060.00	\$9,184.00	\$29,187.00	\$16,864.00
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SUBTOTAL - SALARIES:	\$60,295.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$105.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$205.00
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SUBTOTAL:	\$60,500.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$60,500.00
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Appendix B

City of Fayetteville College Avenue Phase 2

ELECTRICAL/LIGHTING DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-1	T-2	AM-3
	\$329.00	\$268.00	\$220.00	\$188.00	\$141.00	\$124.00	\$145.00
	hr	hr	hr	hr	hr	hr	hr
1. Conceptual							
Coordinate Lighting Standards			2		2		2
Electrical Infrastructure Design			1		2		
Lighting Layout Plans (4 Sheets)		1	2		4	8	
Quantity Calculations			1		2		
Engineer's Estimate of Probable Cost			2		2		
Internal Meetings			1		1		1
External Meetings			1		1		1
QA/QC	1		1		2	4	
Subtotal - Conceptual	1	1	11	0	16	12	4
2. Preliminary							
Site Visit			3		3		
Utility Coordination			2		4		
Electrical Infrastructure Design			2		4		
Voltage Drop Calculations			1		4		
Lighting Legend Sheet (1 Sheet)			1		2	4	
Lighting Installation Plans (4 Sheets)		1	2		8	12	
Lighting Details (4 Sheets)			1		2	8	
Lighting One-Line Diagrams (1 Sheet)			1		4	2	
Conflict Coordination			2		2		
Quantity Calculation Updates			1		4		
Engineer's Estimate of Probable Cost Updates			2		2		
Internal Meetings		1	2		2		2
External Meetings			2		2		2
Special Provision/Specifications		1	4				
QA/QC	2		2		4	8	2
Subtotal - Preliminary	2	3	28	0	47	34	6
3. Final							
Utility Coordination			1		2		
Electrical Infrastructure Design			1		2		
Voltage Drop Calculations					2		
Lighting Legend Sheet (1 Sheet)			1			2	
Lighting Installation Plans (4 Sheets)		1	1		4	8	
Lighting Details (4 Sheets)			1			4	
Lighting One-Line Diagrams (1 Sheet)			1		2		
Conflict Coordination			1		1		
Quantity Calculation Updates					2		
Engineer's Estimate of Probable Cost Updates			2				
Internal Meetings			1		1		
Special Provision/Specifications Updates			2				
QA/QC	2		1		2	4	
Subtotal - Final	2	1	13	0	18	18	0

Hours	5	5	52	0	81	64	10
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Salary Costs	\$1,645.00	\$1,340.00	\$11,440.00	\$0.00	\$11,421.00	\$7,936.00	\$1,450.00
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SUBTOTAL - SALARIES: \$35,232.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$18.00
Postage/Freight/Courier	
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$68.00

SUBTOTAL: \$35,300.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$35,300.00

Appendix B

City of Fayetteville College Avenue Phase 2

SIGNALIZATION DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-1
	\$329.00	\$268.00	\$188.00	\$141.00
	hr	hr	hr	hr
1. Preliminary (1 Signal, 1 RRFB)				
Site Visit			4	
Traffic Signal Notes		0.5	1	1
Signal Detail Sheets		0.5	1	4
Signal Plan Sheets		2	4	60
Wiring Diagram Sheet		1	2	4
Charts Sheet		1	2	4
Summary of Quantities		1	2	6
Opinion of Probable Construction Cost		1	2	2
RRFB Design		4	8	12
Evaluation of Traffic Study	1		8	8
QA/QC	8			
Subtotal - Preliminary (1 Signal, 1 RRFB)	9	11	34	101
2. Final (1 Signal, 1 RRFB)				
Signal Plan Updates		0.5	4	36
RRFB Updates		0.5	4	8
Quantity Updates		0.5	2	4
Standards and Specifications		1	2	4
Update OPCC		0.5	1	1
QA/QC	4			
Subtotal - Final (1 Signal, 1 RRFB)	4	3	13	53

Hours	13	14	47	154
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Salary Costs	\$4,277.00	\$3,752.00	\$8,836.00	\$21,714.00
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SUBTOTAL - SALARIES:	\$38,579.00
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DIRECT NON-LABOR EXPENSES

Travel Costs	\$121.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$121.00
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SUBTOTAL:	\$38,700.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$38,700.00
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Appendix B

City of Fayetteville College Avenue Phase 2

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-2	E-1	T-2
	\$220.00	\$164.00	\$141.00	\$124.00
	hr	hr	hr	hr
2. Civil Engineering				
Coordinate with City Purchasing Division		4		
Addendums/Inquiries		8	2	4
Pre-Bid Meeting	2	2	2	
Bid Opening		1		
Prepare bid tabulation - Not Applicable				
Evaluate bids and recommend award		2		
Prepare construction contracts		2		
Notice to Proceed		1		
Subtotal - Civil Engineering	2	20	4	4

Hours	2	20	4	4
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Salary Costs	\$440.00	\$3,280.00	\$564.00	\$496.00
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SUBTOTAL - SALARIES:	\$4,780.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$850.00
Travel Costs	\$70.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$920.00
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SUBTOTAL:	\$5,700.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$5,700.00
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City of Fayetteville
College Avenue Phase 2

WATER AND SEWER DESIGN

WORK TASK DESCRIPTION		E-5	E-4	E-1	S-5	S-4	S-3	2-Man Crew (Survey)	D-1
		\$268.00	\$220.00	\$141.00	\$203.00	\$161.00	\$113.00	\$244.00	\$128.00
1.	Project Management								
	Kickoff Meeting	3	4	1					0
	Client Coordination (emails, non-progress meetings)	8	24	16					0
	Site Visit	2	2	4					0
	Subtotal - Project Management	13	30	21					0
2.	Conceptual Design								
	General Sheets	0	1	4					8
	Water Line Layout	0	8	32					60
	Sewer Line Layout	0	8	32					60
	Details	0	0	0					0
	OPCC Class III	1	2	8					4
	Record Drawing Research	2	16	24					0
	Quality Control Review	8		8					0
	Subtotal - Conceptual Design	11	35	108					132
3.	Preliminary Design								
	General Sheets	0	2	4					8
	Water P&P	2	12	60					120
	Sewer P&P	2	12	60					120
	Specifications	0	0	0					0
	Details	0	1	2					4
	OPCC Class II	1	2	8					4
	Quality Control Review	12		16					16
	Subtotal - Preliminary Design	17	29	150					272
4.	Final Design								
	General Sheets	0	1	8					12
	Water P&P	0	2	40					60
	Sewer P&P	0	2	16					40
	Specifications	1	4	8					0
	Details	1	1	2					2
	OPCC Class I	1	2	8					4
	ADH & ArDOT Coordination	0	4	8					16
	Quality Control Review	12		16					0
	Subtotal - Final Design	15	16	106					134
5.	Bidding								
	Addenda/Inquiries	1	6	6					4
	Pre-Bid Meeting	0	4	4					0
	Bid Opening	0	2	2					0
	Bid Tabulation and Recommendations	1	1	4					0
	Subtotal - Bidding	2	13	16					4
6.	Topographic Survey - N/A								
	Establish Horizontal and Vertical Control Points								
	Utility Locates (New Utilities not in MCE Survey)								
	Topographic Surveys								
	Data Processing/Preparation								
	Subtotal - Topographic Survey - N/A	0	0	0	0	0	0	0	0

Appendix B**City of Fayetteville
College Avenue Phase 2****WATER AND SEWER DESIGN**

WORK TASK DESCRIPTION	E-5	E-4	E-1	S-5	S-4	S-3	2-Man Crew (Survey)	D-1
	\$268.00	\$220.00	\$141.00	\$203.00	\$161.00	\$113.00	\$244.00	\$128.00
7. Property Survey - N/A								
Dilligence and Research								
Establish Existing Right of way								
Property Surveys								
Data Processing/Preparation								
Subtotal - Property Survey - N/A	0	0	0	0	0	0	0	0
8. Property Acquisition								
Survey Project Management				30				
Permanent Right-of-Way Acquisition Documents					25	25		
Temporary Construction Easements					20	20		
Staking for owner and agents						4	20	
Subtotal - Property Acquisition	0	0	0	30	45	49	20	0
9. Permitting								
Arkansas Dept of Health	8	8	12					4
Subtotal - Permitting	8	8	12	0	0	0	0	4

Hours	66	131	413	30	45	49	20	546
Salary Costs	\$17,688.00	\$28,820.00	\$58,233.00	\$6,090.00	\$7,245.00	\$5,537.00	\$4,880.00	\$69,888.00

SUBTOTAL - SALARIES: **\$198,381.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$103.00
Travel Costs	\$196.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$299.00**

SUBTOTAL: **\$198,680.00**

SUBCONSULTANTS FEE (Waco Title Research): **\$0.00**

TOTAL FEE: **\$198,680.00**

Appendix B

City of Fayetteville College Avenue Phase 2

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	S-5	S-4	S-3	2-Man Crew (Survey)
	\$203.00	\$161.00	\$113.00	\$244.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	13			
Quality Control Review	44			
Submittals to Client			8	
Subtotal - Project Management	57	0	8	0
2. Acquisition Documents College (40 Max)				
Permanent Right-of-Way Acquisition Documents		50	50	
Temporary Construction Easements		40	40	
Staking for owner and agents			6	40
Subtotal - Acquisition Documents College (40 Max)	0	90	96	40

Hours	57	90	104	40
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Salary Costs	\$11,571.00	\$14,490.00	\$11,752.00	\$9,760.00
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SUBTOTAL - SALARIES:	\$47,573.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$100.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$127.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$427.00
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SUBTOTAL:	\$48,000.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$48,000.00
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TOMORROW'S CORRIDOR

RETHINKING 71B

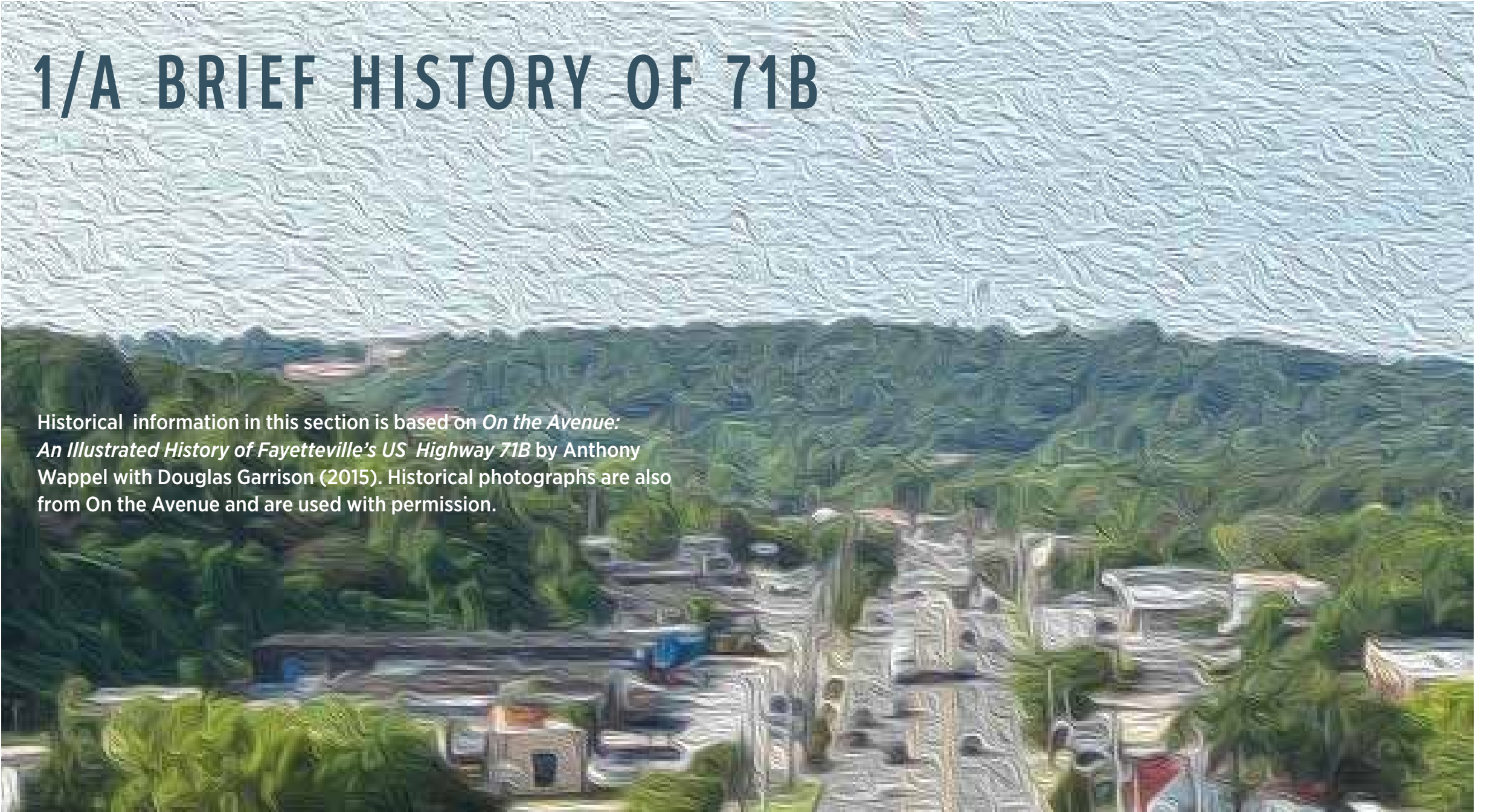


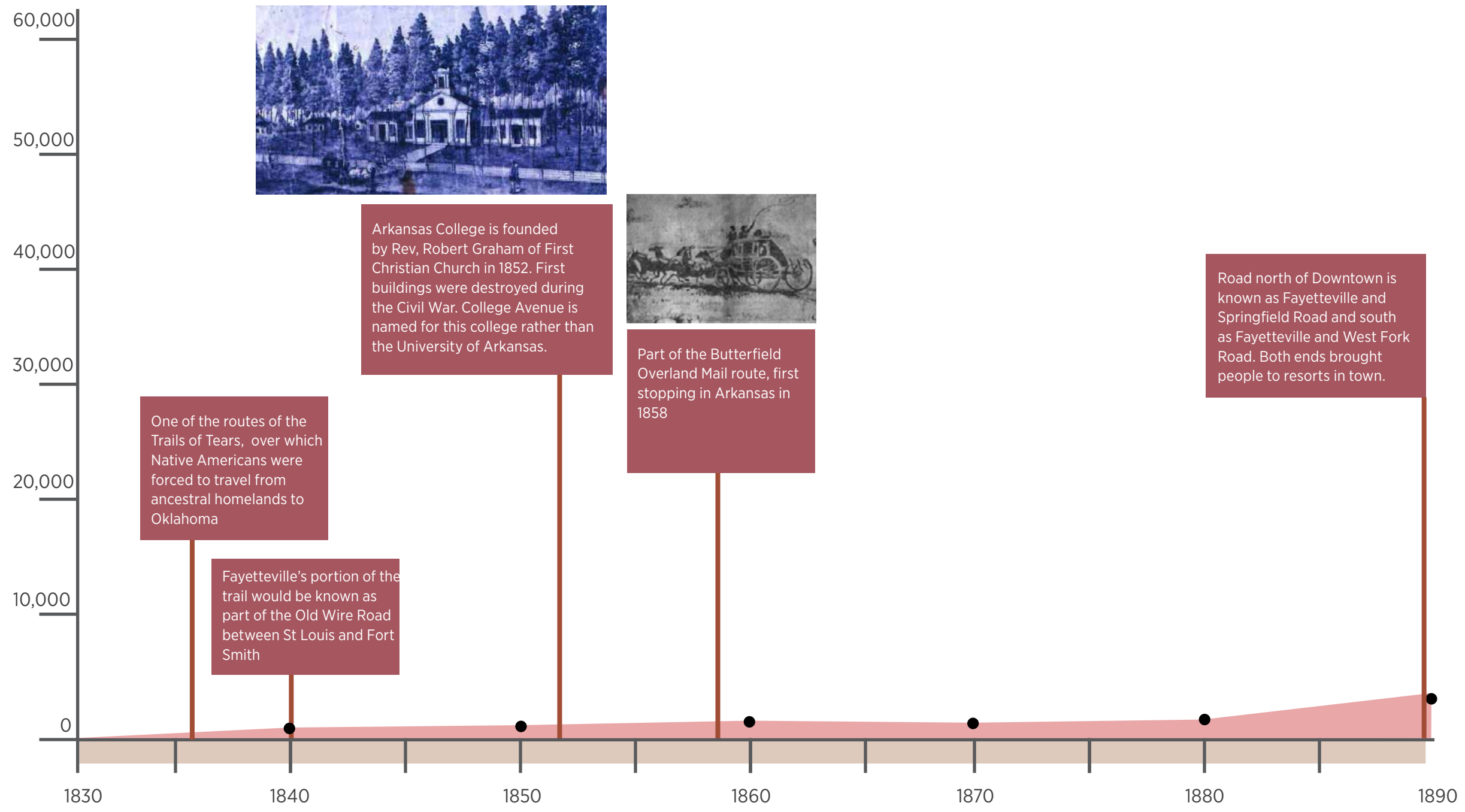
CONTENTS

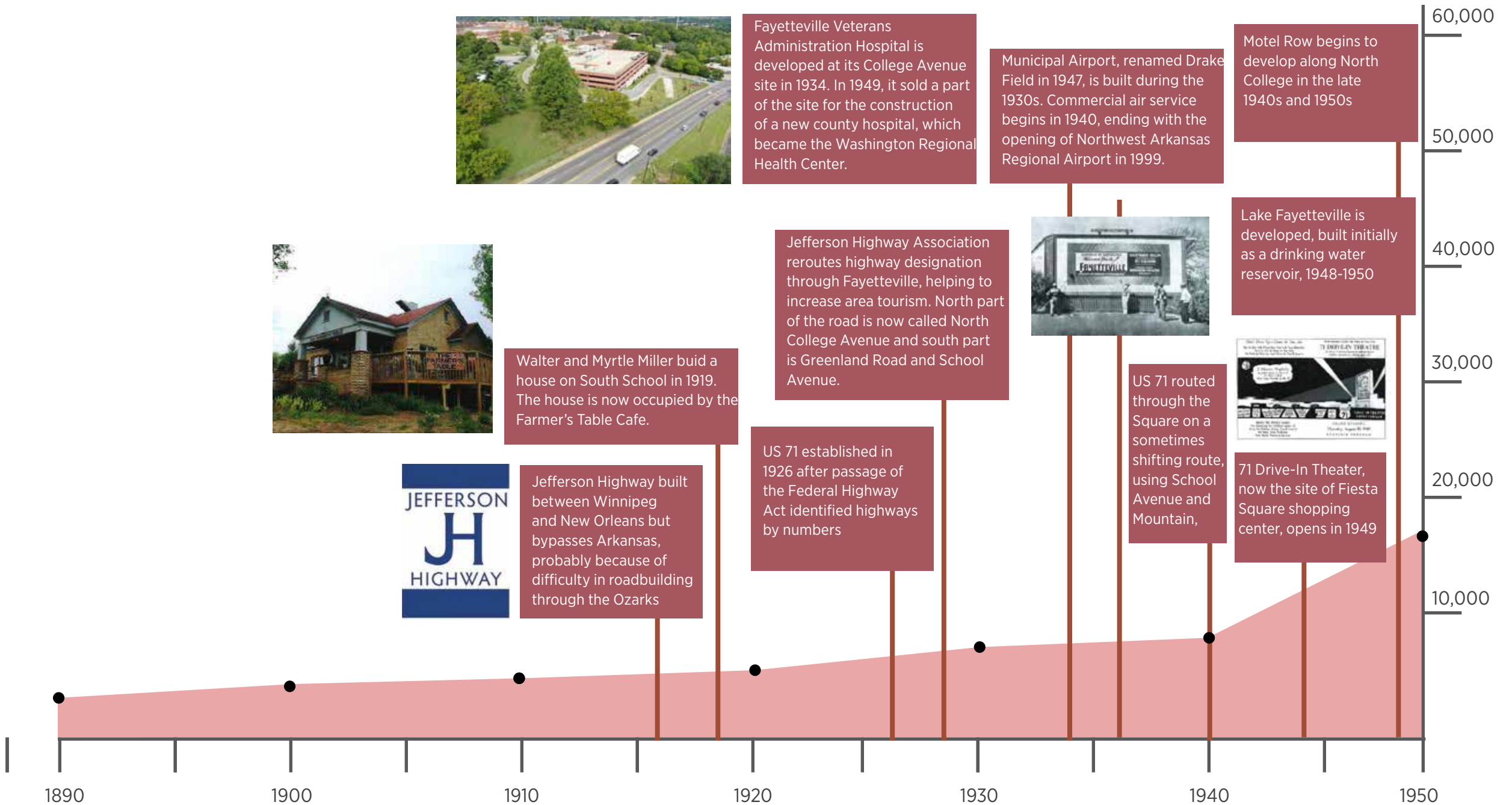
1/A Brief History of 71B	5	8/Implementing the Plan	139
2/An Atlas of Key Conditions	11	A Concluding Note	143
3/Community Engagement	35		
4/Markets for 71B	57		
5/Corridor Urbanism and 71B	65		
6/The Framework Plan	75		
7/The Regulating Plan	119		

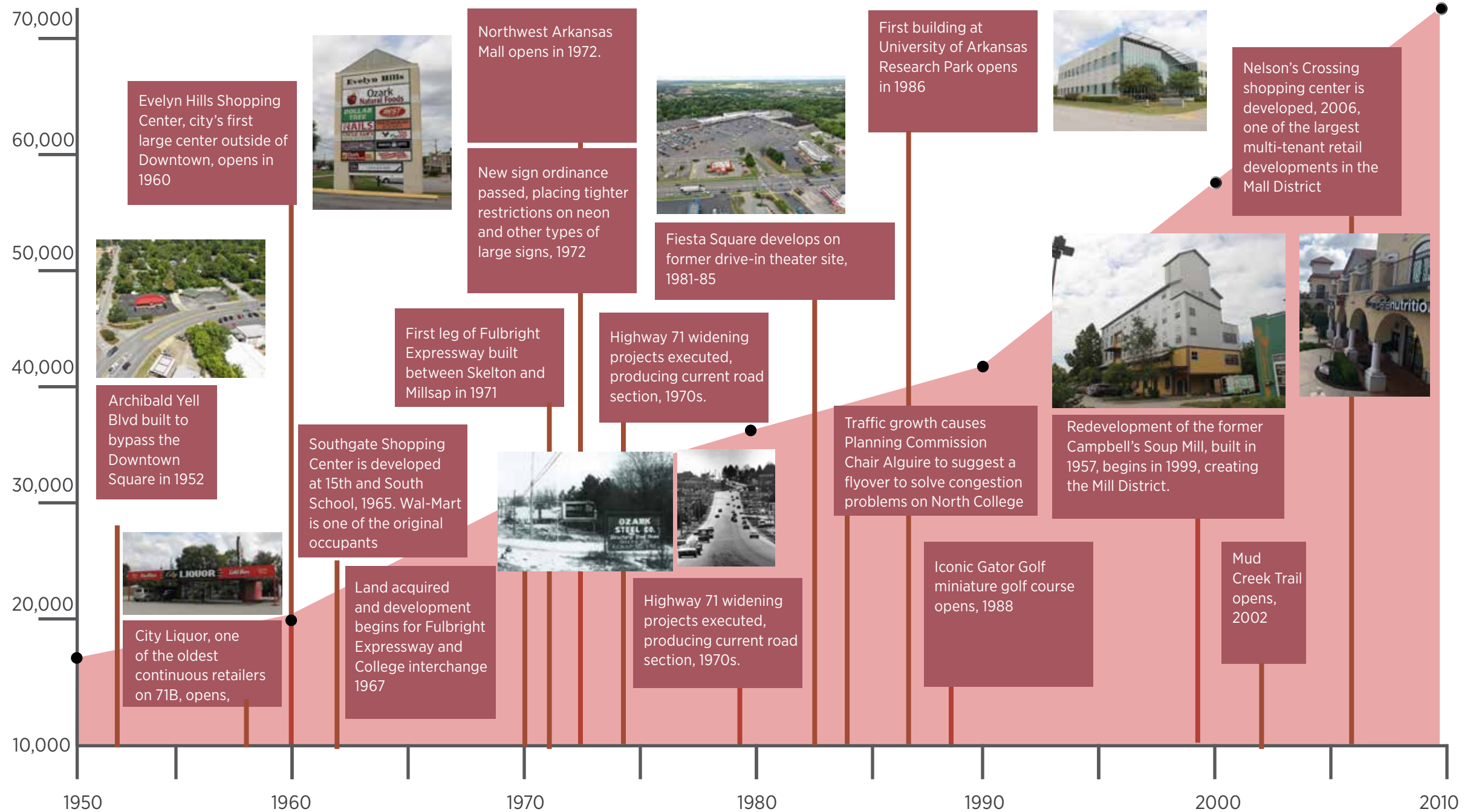
1/A BRIEF HISTORY OF 71B

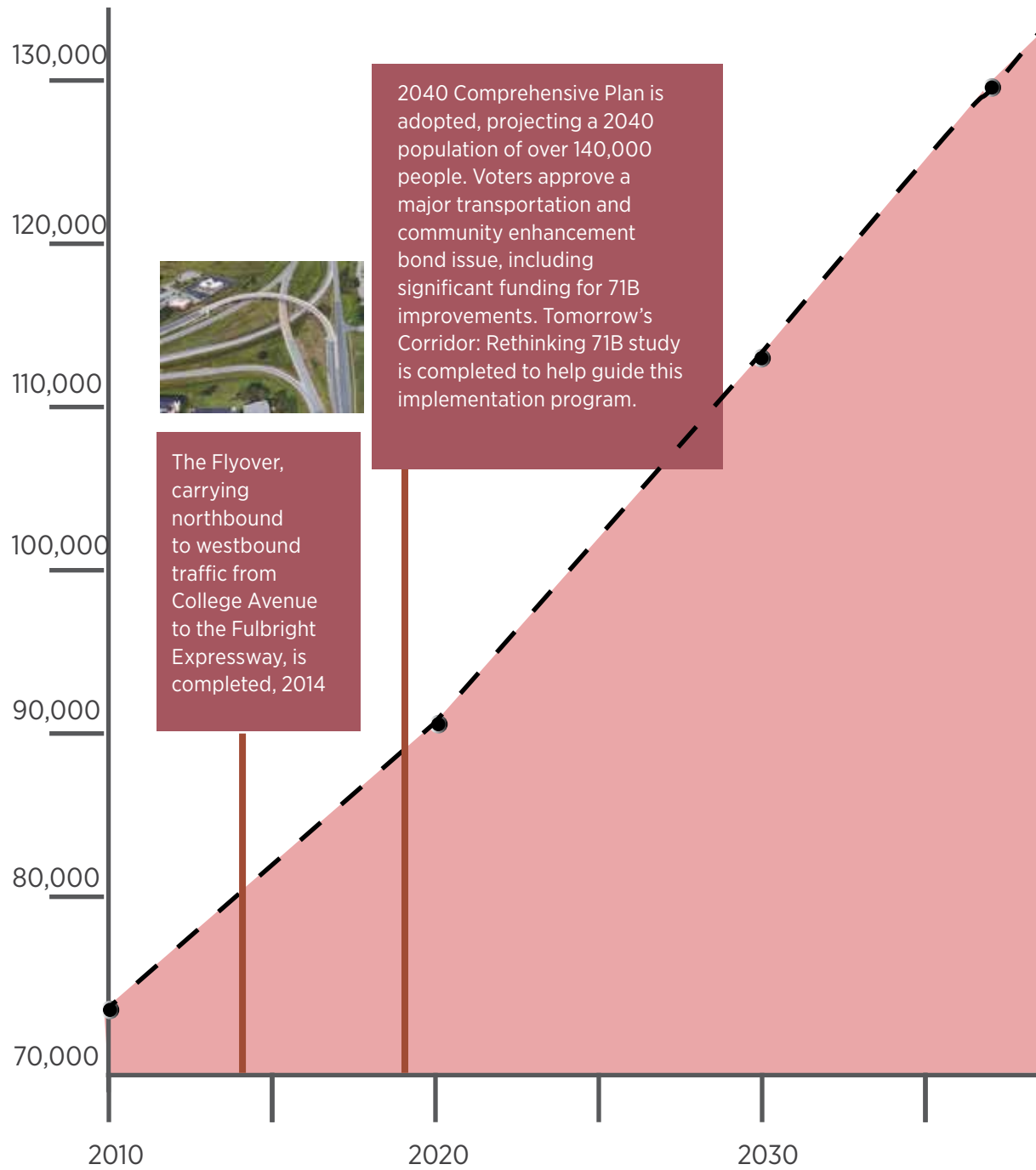
Historical information in this section is based on *On the Avenue: An Illustrated History of Fayetteville's US Highway 71B* by Anthony Wappel with Douglas Garrison (2015). Historical photographs are also from *On the Avenue* and are used with permission.





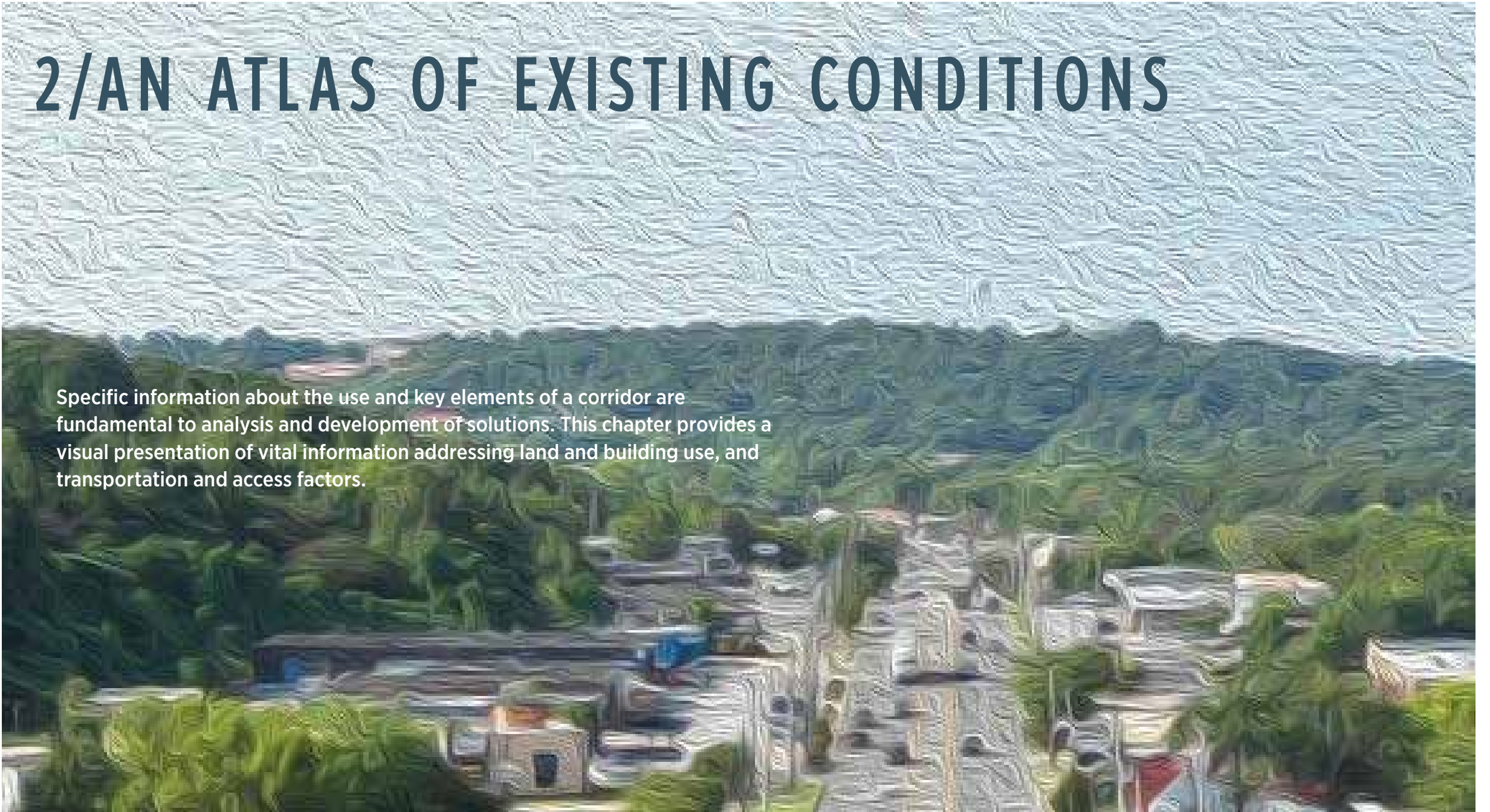






2/AN ATLAS OF EXISTING CONDITIONS

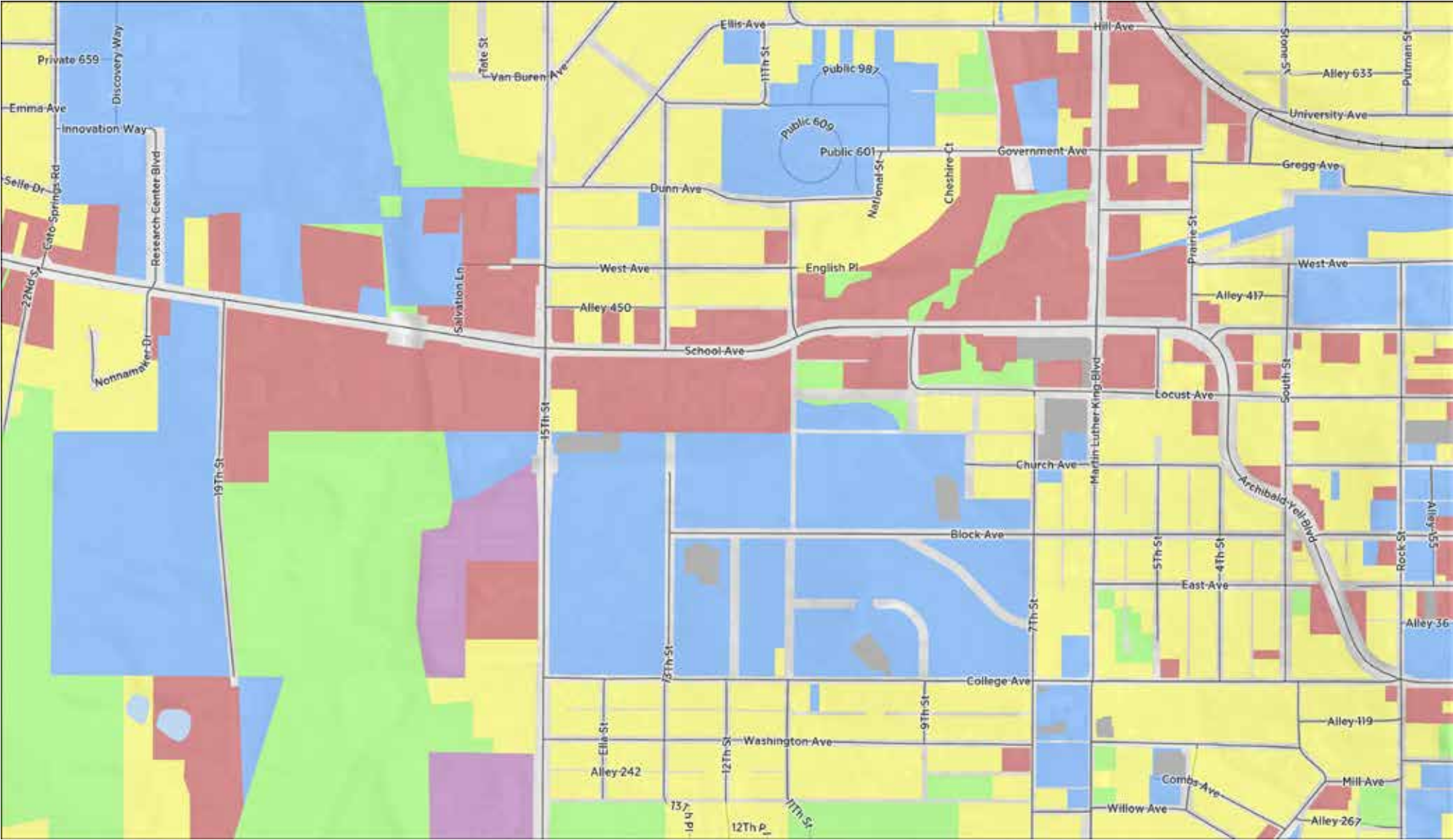
Specific information about the use and key elements of a corridor are fundamental to analysis and development of solutions. This chapter provides a visual presentation of vital information addressing land and building use, and transportation and access factors.



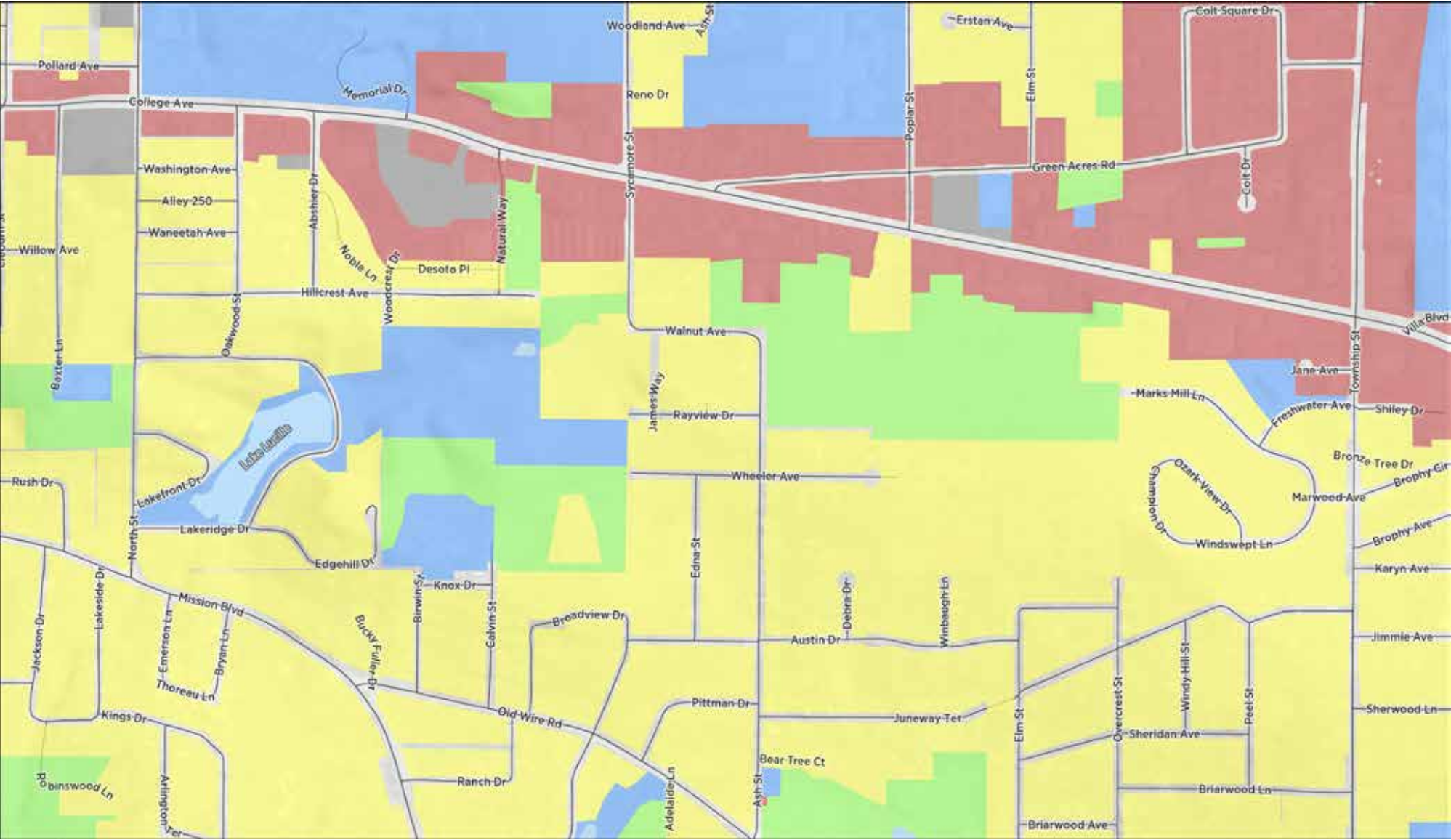
CURRENT LAND USE: Cato Springs to Rock Street



- Tax-exempt public and institutional uses, most notably the University of Arkansas Research Park, Walker Park, the National Cemetery, and the Public Library are dominant land uses in the southern part of the study area.
- Most of the immediate South School Avenue frontage is assessed as commercial land, although significant parts of it are in industrial, salvage, or other non-retail uses. Some of these include long-standing Fayetteville businesses. Others provide significant redevelopment opportunities.
- Residential uses are beginning to be introduced to the South School area, with Mill District redevelopment and university-oriented multifamily development. The Co-op redevelopment project at MLK and School will include a substantial residential component.
- Land use along Archibald Yell is primarily residential, with some commercial and multi-family uses along the path of this 1952-vintage bypass.



CURRENT LAND USE: North to Township



- Current Land Use**
- Residential
 - Shopping, Business
 - Industrial/Manufacturing/Waste
 - Travel or Movement
 - Leisure/Social/institutional
 - Open Space/Other
- A strip commercial use pattern dominates the College Avenue corridor from North Street to Township Road. On the east side, commercial sites are relatively shallow, with the exception of the historic Evelyn Hills site. Commercial coverage extends farther off the main corridor west side, along Green Acres Road and into the Colt Square/Township cluster of commercial and office development. Topography limits the depth of commercial sites between Sycamore and Township.
 - Major public and institutional uses include the VA Medical/NAMS complex between North and Sycamore, Gregory Park, Lake Lucille, and Woodland School.
 - Residential uses predominate on the eastern side of the corridor. While somewhat separated from the the strip by topography, these neighborhoods will be sensitive to the nature of future development to the west. New small lot single-family has been developed immediately east of Evelyn Hills.

CURRENT LAND USE: Township to Millsap

- Current Land Use

Residential

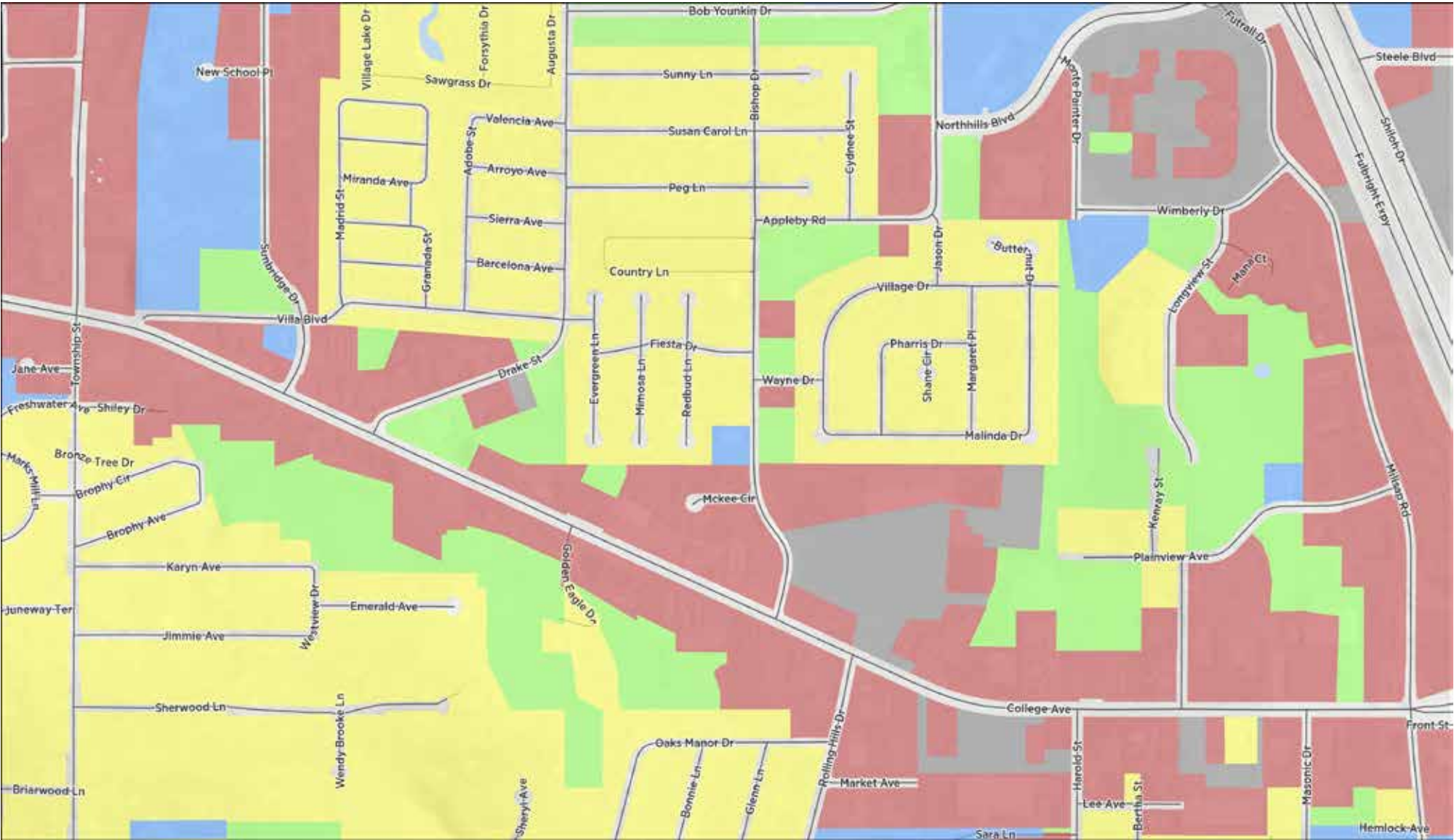
Shopping, Business

Industrial/Manufacturing/Waste

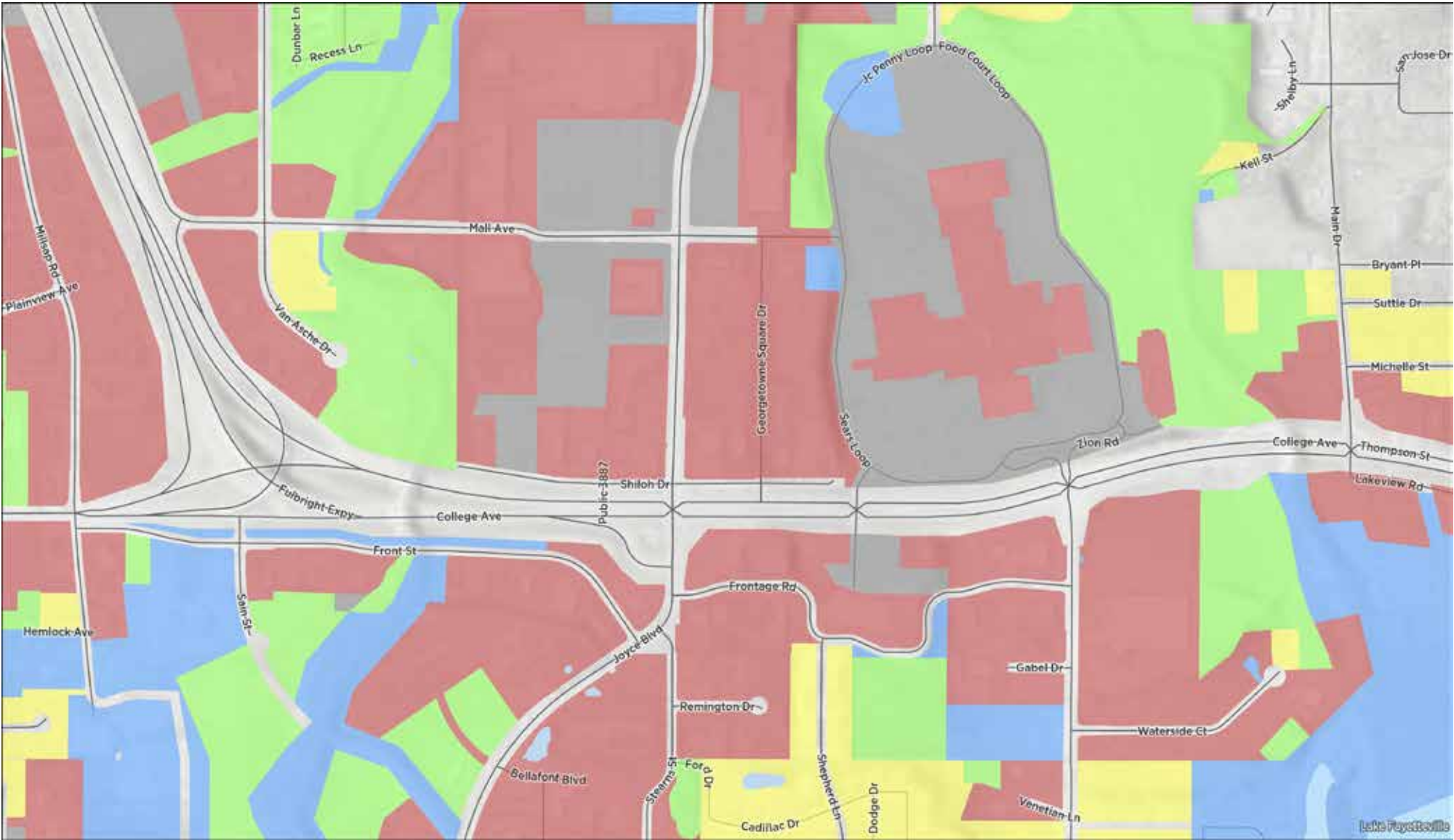
Travel or Movement

Leisure/Social/Institutional

Open Space/Other
- As with other parts of the study area, most the frontage along 71B is located within and assessed as commercial use. The east side of the commercial strip is limited by topography between Township and Rolling Hills. The area and depth of commercial use off the main corridor increase to the north with multi-tenant centers like Fiesta Square, new car dealerships, and other space intensive commercial.
 - Topography limits commercial depth on the east side of the corridor between Sunbridge and Rolling Hills, and effectively buffers commercial from residential uses.
 - South of Rolling Hills, neighborhoods to the east of the corridor are largely low-density single-family, while higher single-family density, notably Sunbridge Villas, prevails to the west.
 - Office uses dominate the Millsap corridor to the west toward Washington Regional Medical Center.



CURRENT LAND USE: Millsap to City Limits



- Current Land Use**
- Residential
 - Shopping, Business
 - Industrial/Manufacturing/Waste
 - Travel or Movement
 - Leisure/Social/Institutional
 - Open Space/Other
- Large format commercial dominates land use in this segment, Most retail uses are west of the 71B corridor. Office development is concentrated along Joyce Boulevard east of the corridor.
 - A substantial amount of land is in floodplains and will remain as permanent open space. This includes the Mud Creek and Scull Creek greenways, both of which are served by regional trails.
 - Parking lots in this area are so large that they emerge as a dominant land use in themselves.
 - Significant public and institutional uses include University of Arkansas holdings and Lake Fayetteville.

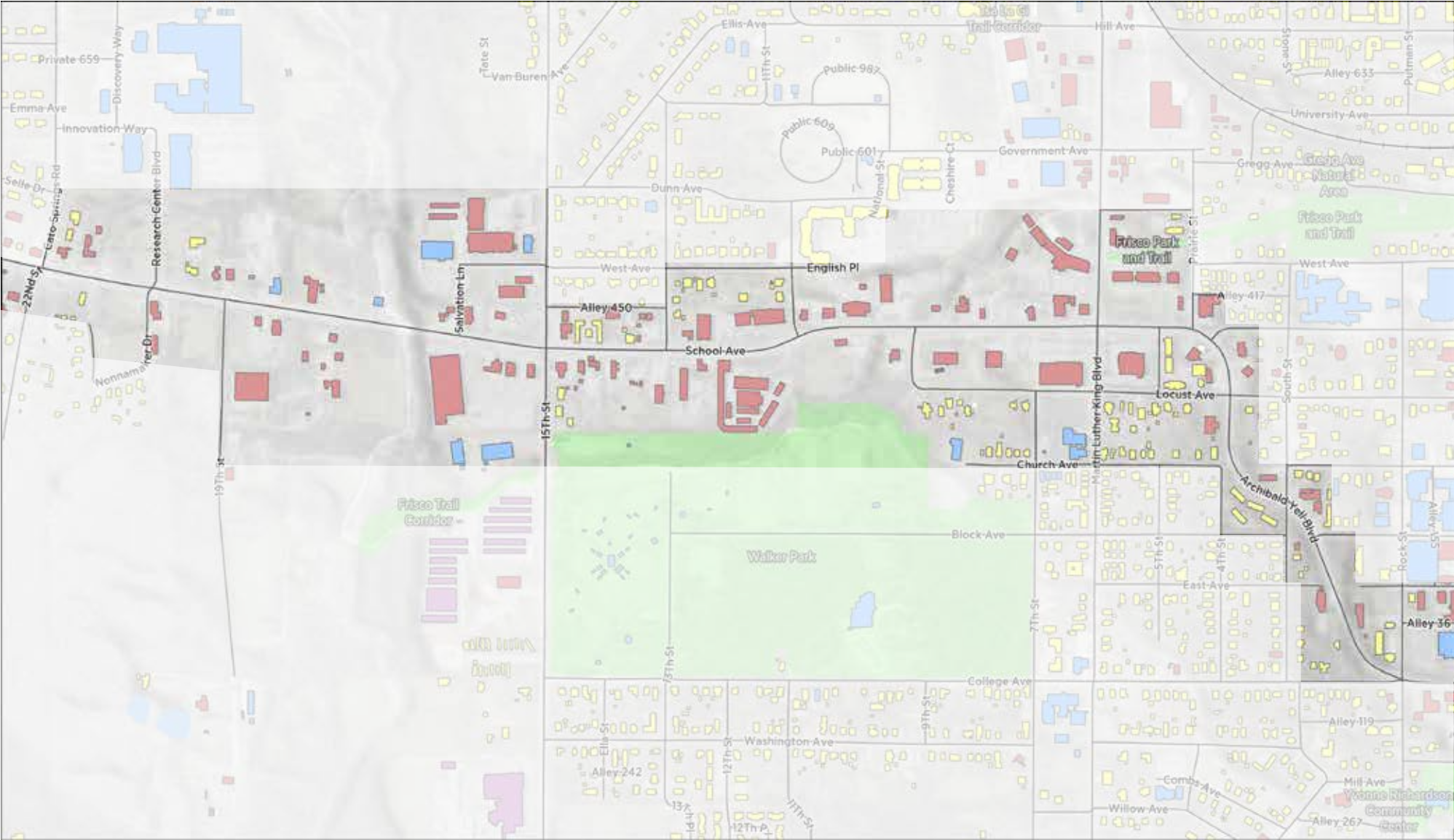
BUILDING USE AND COVERAGE: Cato Springs to Rock



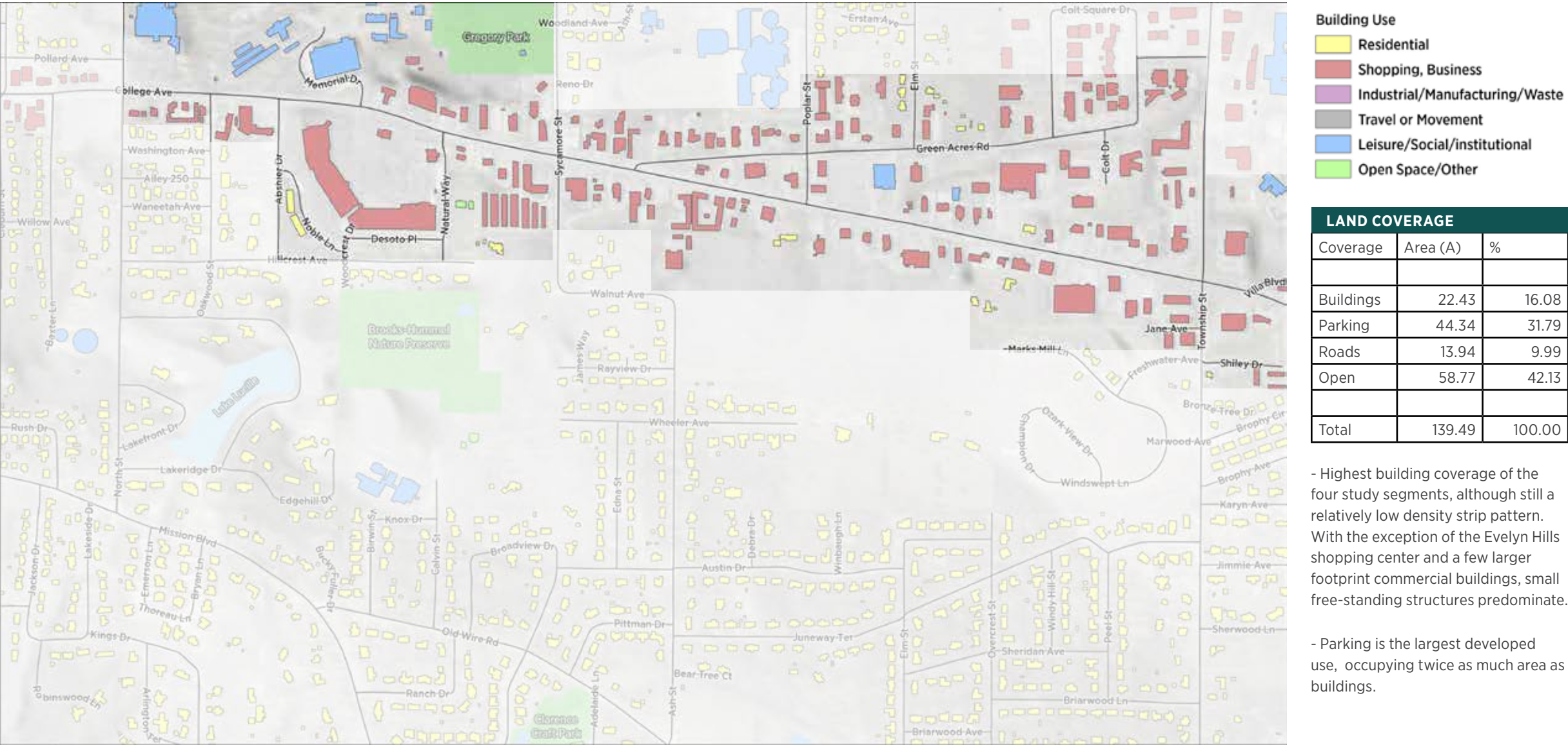
LAND COVERAGE		
Coverage	Area (A)	%
Buildings	18.76	8.51
Parking	29.46	13.36
Roads	21.37	9.69
Open	150.87	68.43
Total	220.45	100.00

- City edge character with low building coverage and extensive open space (including Town Branch Creek flood plain, Walker Park, and wooded slopes) as well as low-coverage industrial uses such as salvage).

- Planned development of Co-op site and continued growth of Mill District and future build-out of the University of Arkansas Research Park will increase development density.



BUILDING USE AND COVERAGE: North to Township



- Highest building coverage of the four study segments, although still a relatively low density strip pattern. With the exception of the Evelyn Hills shopping center and a few larger footprint commercial buildings, small free-standing structures predominate.

- Parking is the largest developed use, occupying twice as much area as buildings.

BUILDING USE AND COVERAGE: Township to Millsap

Building Use

- Residential
- Shopping, Business
- Industrial/Manufacturing/Waste
- Travel or Movement
- Leisure/Social/institutional
- Open Space/Other

LAND COVERAGE		
Coverage	Area (A)	%
Buildings	34.78	16.05
Parking	90.53	41.77
Roads	18.91	8.72
Open	72.51	33.46
Total	216.73	100.00

- Pattern of free-standing commercial buildings continues north of Township, with footprints increasing to the north. Commercial building use dominates.

- Parking is by far the largest consumer of land in this segment, accounting for over 70% of developed private land. The largest single paved area is Fiesta Square's parking lot, but smaller commercial boxes and strip centers also have large parking lots.



BUILDING USE AND COVERAGE: Millsap to City Limits



Building Use

- Residential
- Shopping, Business
- Industrial/Manufacturing/Waste
- Travel or Movement
- Leisure/Social/institutional
- Open Space/Other

LAND COVERAGE		
Coverage	Area (A)	%
Buildings	26.08	10.38
Parking	66.29	26.37
Roads	55.13	21.93
Open	103.89	41.33
Total	251.38	100.00

- Very large footprint commercial buildings, including big boxes, the Northwest Arkansas Mall, and multi-tenant strips and power centers, dominate this segment's built environment.
- Consistent with the Township to Millsap segment, parking occupies about 70% of developed private land. The percentage of parking occupancy appears less in this segment than others because of the large area used for transportation, specifically the Fulbright Expressway interchange. Flood plains also boost the amount of open land.

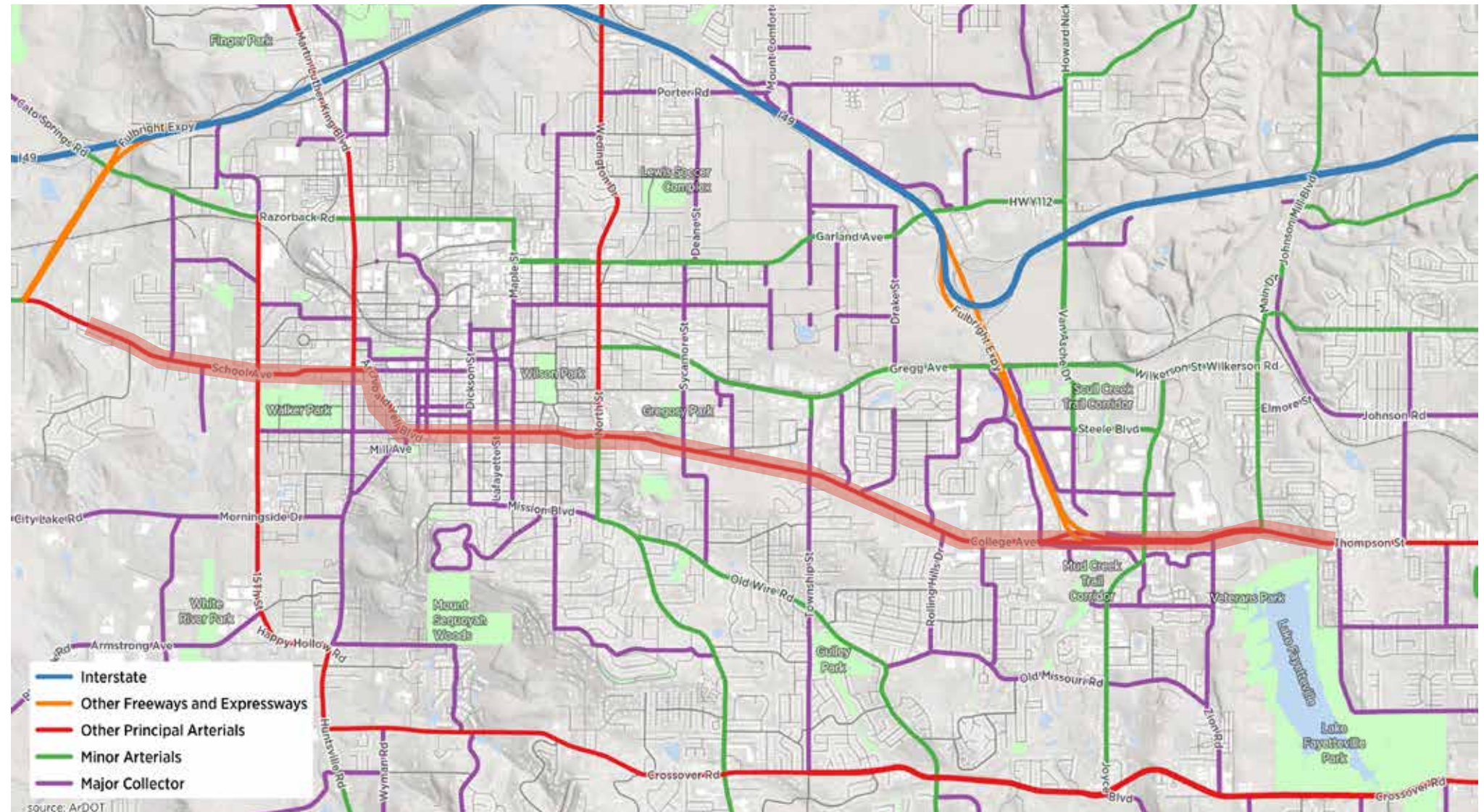
REGIONAL FUNCTIONAL STREET CLASSIFICATION

- The 71B system (highlighted with the thicker line) remains the only continuous north-south transportation corridor between I-49 and Crossover Road. Gregg Avenue to the west and Old Wire/Missouri to the east provide parallel minor arterial routes through parts of the corridor, but do not serve local destinations along 71B.

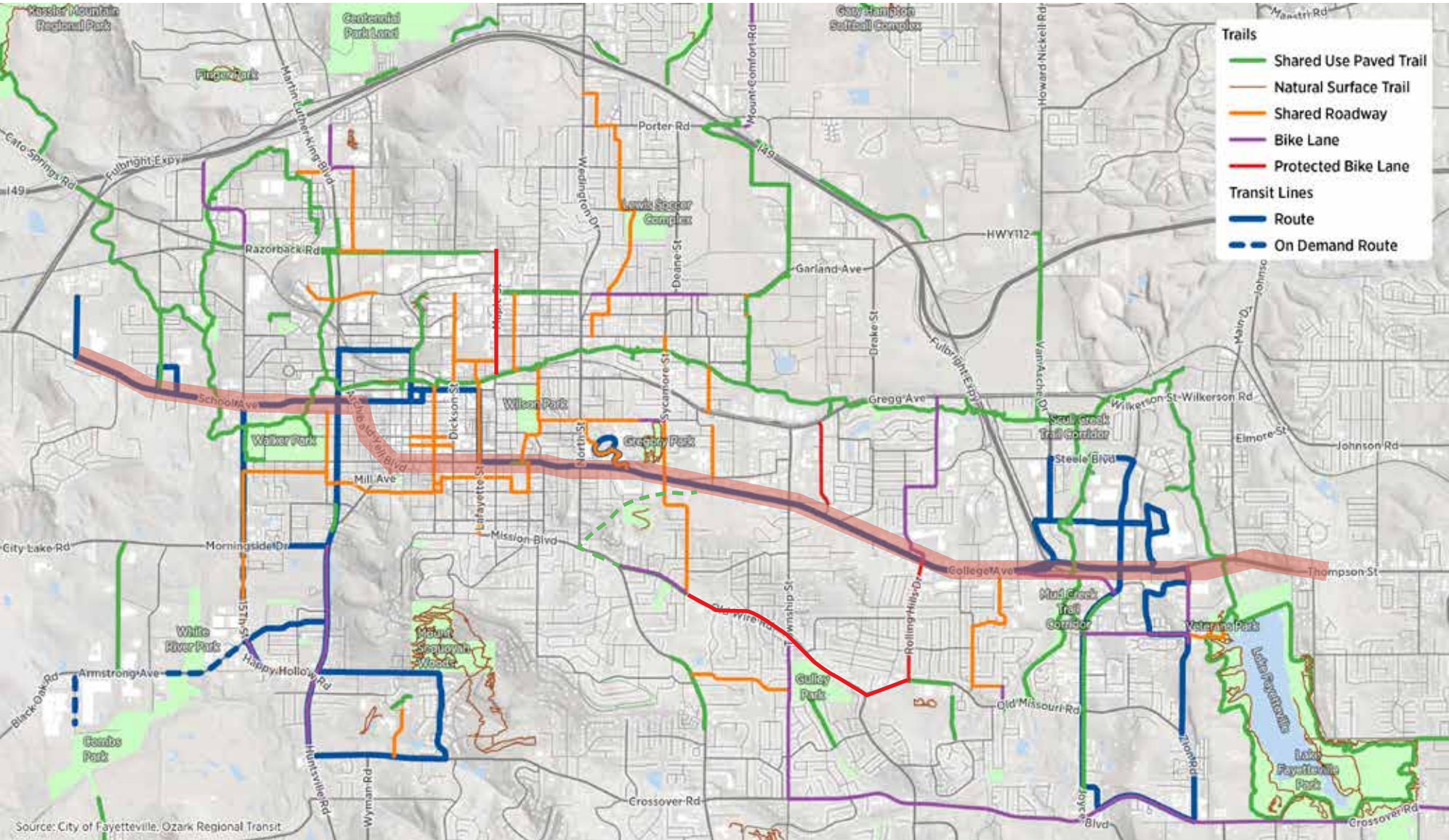
- Continuous east-west links to I-49 occur at three places: Fulbright Expressway, Wedington Road/North Street, and Martin Luther King Boulevard.

- East-west collectors crossing 71B are scarce between the study areas of Cato Springs and Rock Street and North Street to the north city limits. This, combined with the lack of close, parallel north-south routes forces both traffic headed for local destinations and through traffic to use 71B.

- In 2019, the State and City executed an agreement to take the 71B route from the north and south Fulbright Expressway interchanges off the state network and transfer jurisdiction to the City. This provides great flexibility to the City on street design.



REGIONAL ACTIVE TRANSPORTATION



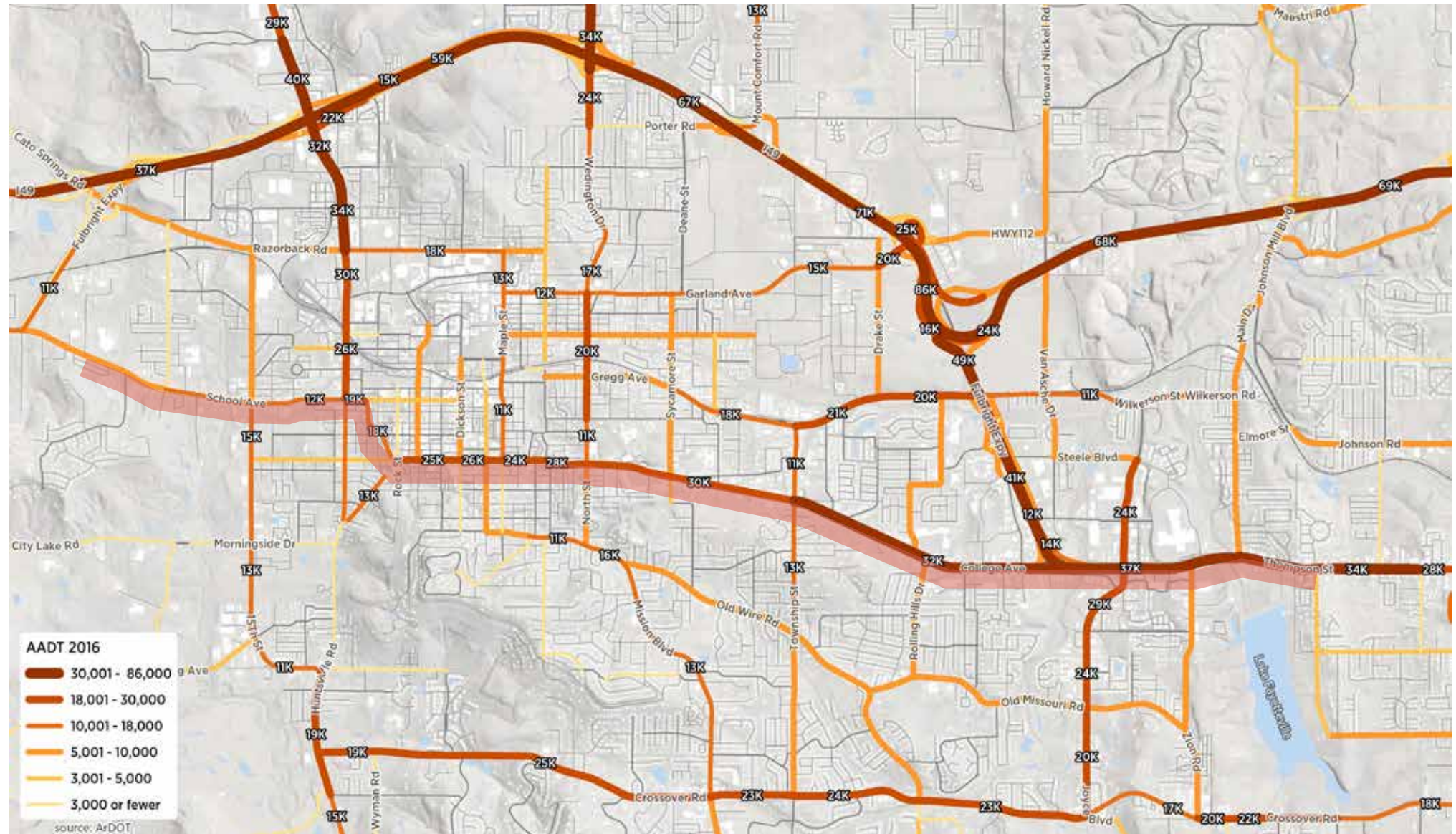
- Existing trails and potential connections are important development assets along the 71B corridor. The Razorback Greenway parallels the corridor and crosses it near Lake Fayetteville on the north and MLK Boulevard on the south. In addition, the Mud Creek and Town Branch Trails connect the Greenway to 71B, and the Cato Springs and Tsa-La-Gi Trails also lead to the corridor. On-street bikeway connections from the Razorback Greenway include Sycamore, Poplar, and Appleby.

- A parallel bikeway system is developing east of College Avenue along Old Missouri Road and Old Wire Road. Currently, this connects to College with Rolling Hills Drive's protected bike lane pilot project. A future trail along Sublett Creek will run from Mission and North to College and Poplar.

- Ozark Regional Transit operates local bus service along much of the study area corridor, and upgraded that service in 2019 with more frequent headways. The Northwest Arkansas region is contemplating Bus Rapid Transit (BRT) between Fayetteville and Bentonville, and it is likely that such a line, if implemented, would follow 71B.

REGIONAL AVERAGE ANNUAL DAILY TRAFFIC

- Average daily traffic (ADT) on 71B increases from south to north. South of MLK, the ADT ranges from 12,000 to 15,000 vehicles per day (vpd), generally within the capacity of a three-lane section. The Archibald Yell section is in the 18,000-19,000 vpd range, still serviceable for three lanes, but gradually increases to the north from the middle 20,000's through Downtown and peaking at about 37,000 at Joyce Boulevard.

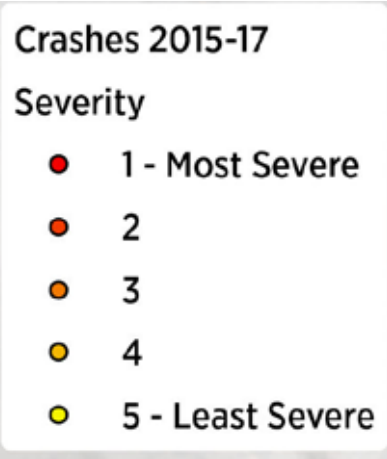


CRASH FREQUENCY, 2015-17

- Unsurprisingly, crashes on the South School and Archibald Yell segments clustered around (but not always at) intersections. An unexpected group of incidents occurred at the unsignalized 11th Street intersection.
- Between North and Township with relatively frequent curb cuts, crashes were distributed throughout the segment. However, the most severe incidents clustered at intersections, especially Sycamore and Township.



Cato Springs to Rock



North to Township



- Between Township and Millsap, a five-lane section with many curb cuts, crashes again string out with more serious incidents at intersections. However, the greatest density of crashes occurs between Longview and Millsap,

- Access control north of Millsap causes crashes to cluster at principal intersections, with the largest number taking place at the very busy Joyce Boulevard crossing. The crash cluster at the eastbound to southbound ramp from the Fulbright Expressway is probably the result of the abrupt merge and short stopping distance of traffic transitioning from the expressway to local city traffic environment.

Township to Millsap



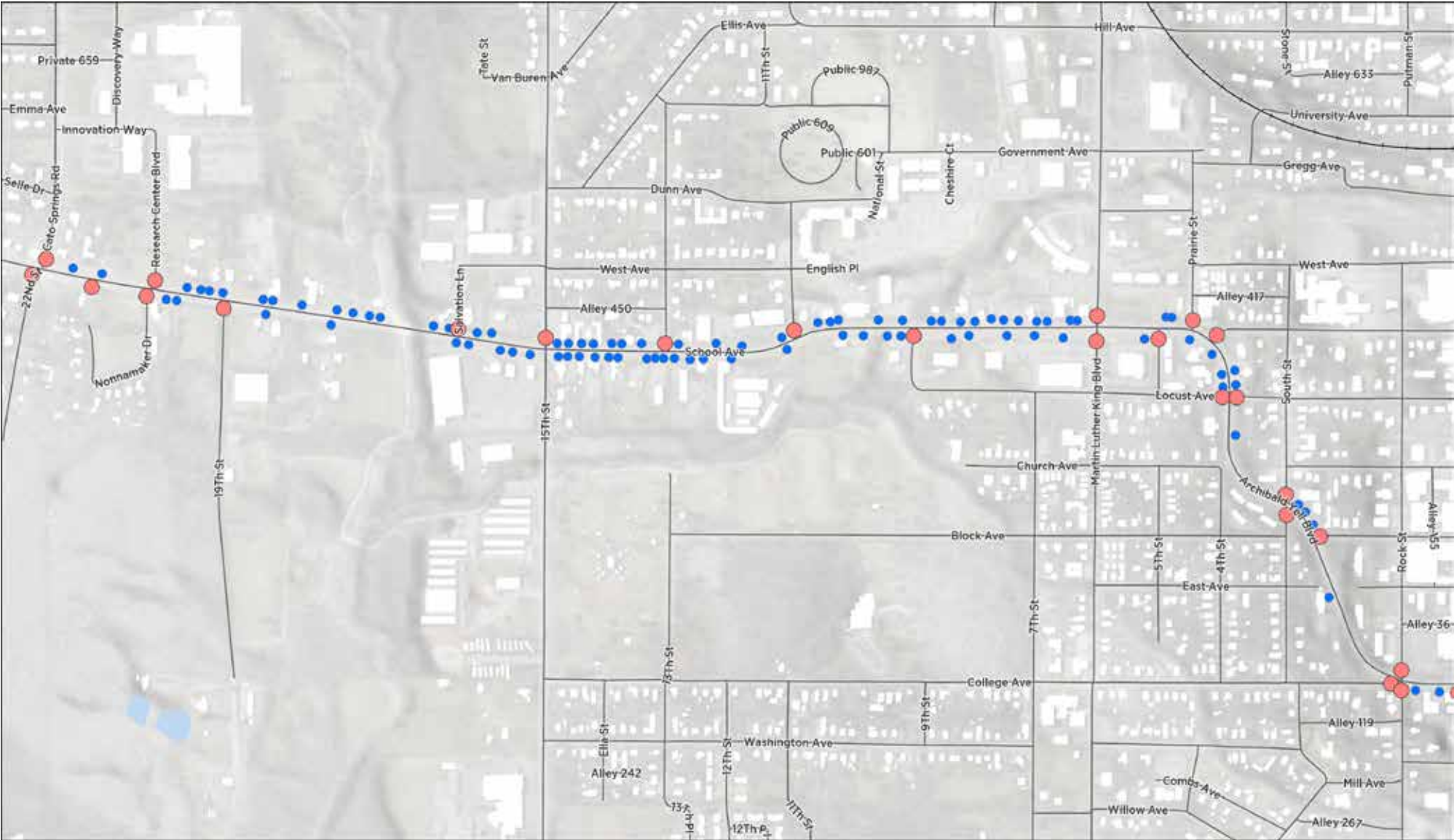
Millsap to City Limits

CURB CUTS: Cato Springs to Rock

Curb Cuts

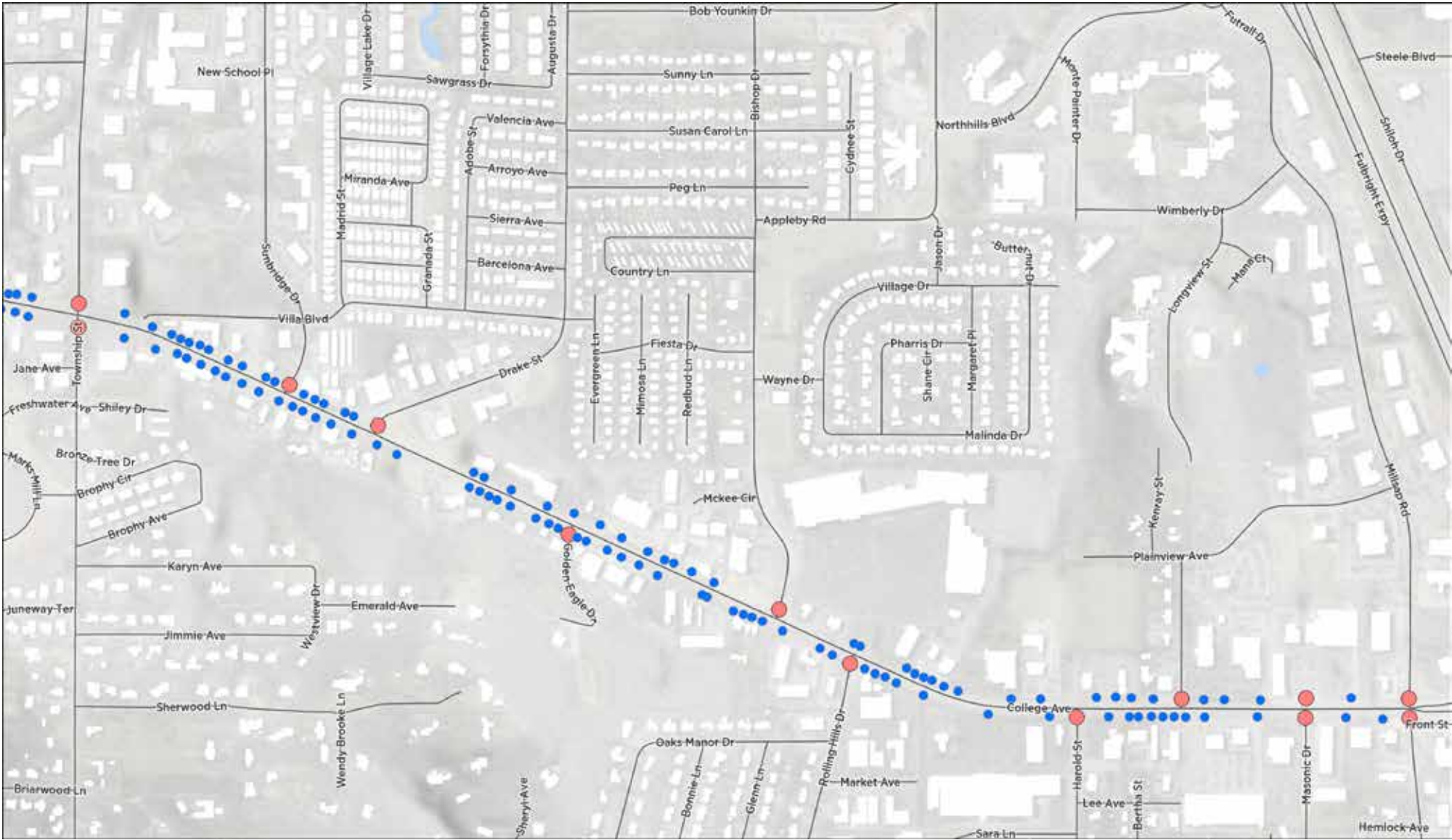
- Driveway
- Roadway

- Curb cuts are abundant and relatively uncontrolled in the five lane sections of the street, and generally correlate to crash incidents.
- The four-lane Archibald Yell section has relatively few curb cuts because of land use and topography. Once again, the clustering of access points at intersections tends to correlate to crashes.
- Access north of Millsap on the divided section of 71B is mostly limited to intersections.



CURB CUTS: Township to Millsap

- Curb Cuts**
- Driveway
 - Roadway



CURB CUTS: Millsap to City Limits



Curb Cuts

- Driveway
- Roadway

SIDEWALKS: Cato Springs to Rock

Sidewalk Condition

Existing, Passable

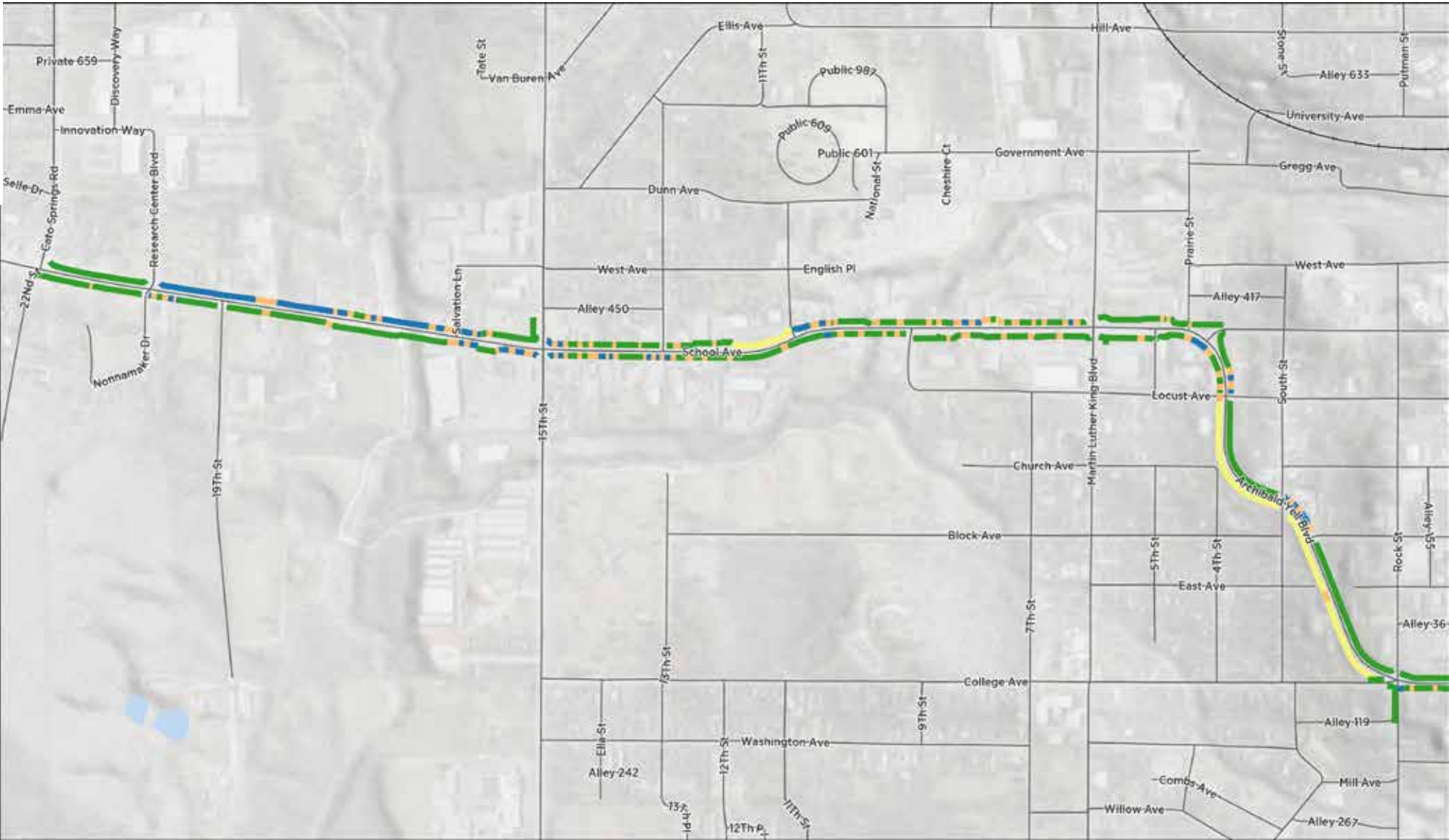
Existing, Needs Repair

Gap (No Sidewalk)

Driveway

Despite the relatively rural or city edge character of the of the south stretches of the 71B study area, sidewalk continuity is fairly good if not entirely comfortable for users on the ground. Major gaps or issues include:

- Condition issues between Research Center Blvd. and 15th Street.
- Periodic condition issues on the east side between 15th and 13th Streets.
- A major gap on the west side south of 11th Street, adjacent to a busy commercial strip center. This segment also has a significant number of crashes.



SIDEWALKS: North to Township



SIDEWALKS: Township to Millsap

Sidewalk Condition

- Existing, Passable
- Existing, Needs Repair
- Gap (No Sidewalk)
- Driveway

This segment resembles the pattern along the North to Township segment – sidewalks only along relatively recent development, specifically near Township, adjacent to Fiesta Square, and immediately south of Millsap.



SIDEWALKS: Millsap to City Limits



- Sidewalk Condition**
- Existing, Passable
 - Existing, Needs Repair
 - Gap (No Sidewalk)
 - Driveway

In this higher speed, six-lane divided environment, sidewalks are rarely provided along the main line or even frontage roads. Exceptions are developed sites along Shiloh Drive, the west side service road and short segments adjacent to a relatively new strip center on the east side.

3/COMMUNITY ENGAGEMENT

The recommendations in this plan grow from intense community interest in the 71B Corridor. Undoubtedly, those that live and work on and near the corridor know area the best. Beginning the strategic planning process by going to the people gives life to a real vision for the future of the street. The public engagement process began in July 2018 and concluded in Summer 2019. This section reviews some of the findings and opinions recorded during that process.

PUBLIC ENGAGEMENT

The recommendations of this plan capitalized on the wide community interest in the 71B Corridor. The knowledge and insight of people who shop, work, do business and live on or near the corridor help produce a plan that creates a realistic vision of the future for this major functional and economic part of Fayetteville. The public engagement process began in July, 2018 and concluded in Summer, 2019, and was designed to maximize continued community engagement. The process provided a variety of on-site and on-line opportunities to participate in the planning process. Central to this process were four multi-day collaborative planning workshops, focusing on a specific part of the corridor study area. This approach recognized the individual character of each part of this long corridor.

The first step of the process established an education and outreach program with a kickoff event that discussed the history of the 71B corridor and the merits and state of the art in corridor planning in America. This initial program also set up the the project's on-line presence, with tools that could be accessed from home, office, or elsewhere. The city managed the on-line public engagement portal, SpeakUp Fayetteville. The site hosted regular updates of the process including notifications, questionnaire, and potential concepts.

Summary of Public Engagement Activities

- › Steering Committee
- › Technical Committee
- › Online Survey and Website. Results are shown following event descriptions.
- › Focus Groups
- › Farmers Market
- › Kick-off Meeting and Seminar
- › Planning Workshops
- › Open House
- › Approval



PUBLIC ENGAGEMENT EVENTS	
2018	
July	Committee Kick-off
August	Farmers Market Event and Survey Launch
September	Kick-off Event
October	Focus Group Discussions
November	Planning Workshop #1: Overall Vision
December	Planning Workshop #2: Subarea
January	Planning Workshop #3: Subarea
February	Planning Workshop #4: Subarea
March-April	Initial Draft Preparation
May	Public Open House, Planning Commission, and City Council Transportation Committee Presentation
June-August	Revisions/Regulating Plan Draft
October	South School Focus Area Design Workshop
2019	



Steering Committee Meetings. The steering committee met regularly to discuss ideas for the corridor's future, provide feedback on emerging concepts, and direct the project's recommendations.

Technical Committee Meetings. Throughout the planning process, the consultant team met with the technical committee bi-weekly by video conference and while on-site. Discussions ranged from sharing background information of the corridor, next steps, and emerging new information.

Focus Groups. In September 2018, the project team conducted a multi-day program of stakeholder group discussions to address the project area, its dynamics, potential, and future directions. The team met with developers, investors, residents, business owners/operators, healthcare, city departments, Planning Commission, and other various stakeholders.



Farmers Market Booth. In August 2018, the City hosted a booth at the Farmers Market. The event brought awareness to the launch of the project and online survey. Participants received sticky dots to vote on their preferred images for the corridor. These images were also used in the online visual listening survey.

Kick-off Meeting and Seminar. In September 2018, the project began with a public kick-off meeting to share background information about the corridor, the process for preparing the plan, and best practices in corridor planning in the country. Separate events were scheduled and located north and south of the downtown area.

Planning Workshops 1-4. Four onsite planning workshops, located throughout the stretch of the corridor, occurred in November, December, January, and February. The first three workshops lasted for four days and included multiple open hours for the public to share input, ideas, and even illustrate their own concepts.



Planning Workshops 1-4. Each planning workshop built on the previous over the months, starting with an overall system-wide concept and moving towards the details of each segment of the corridor. Quick results and high energy were features of these workshops.



Open House. In May, 2019, the City held an Open House to present the plan's recommendations. The open house gave participants an opportunity to identify their opinions of various actions and proposals, and their relative priority.

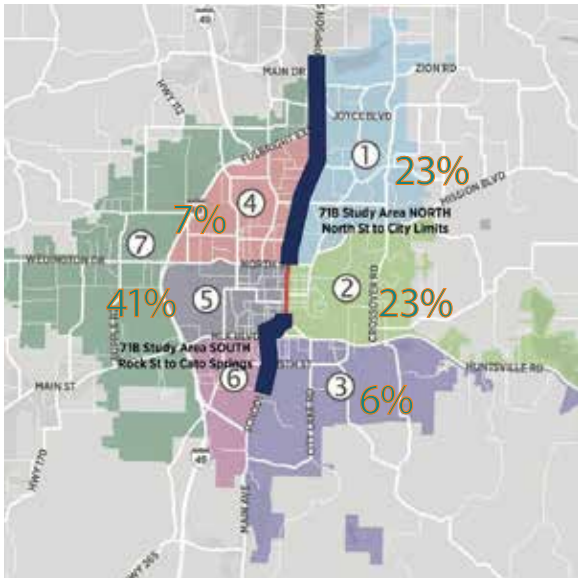


Speak Up Fayetteville Portal Activity

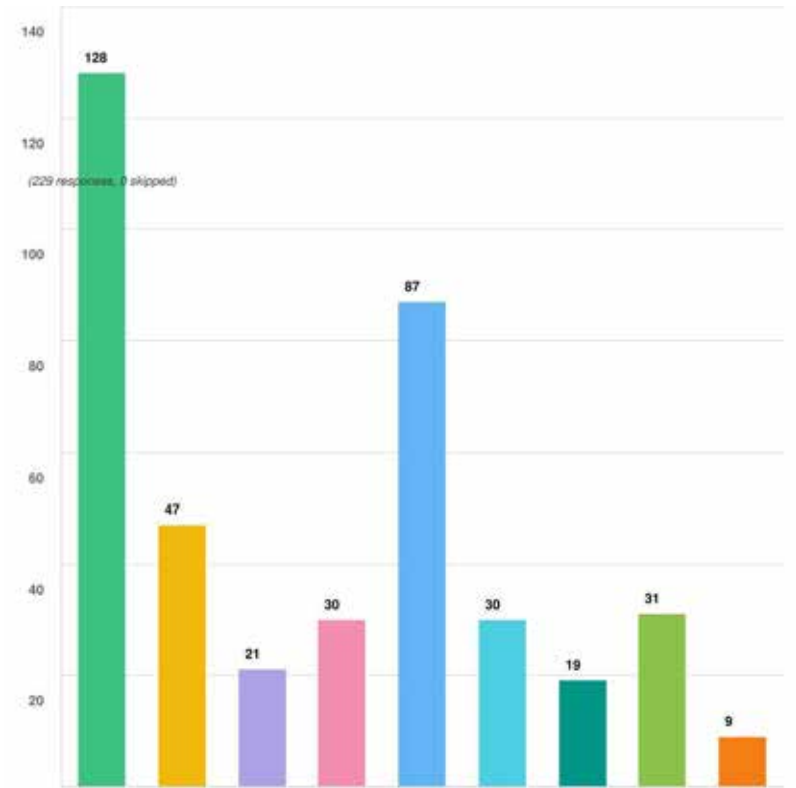
While much of the real work on developing a new, attainable vision for the 71B corridor was done on-site, the Speak Up Fayetteville portal reached the largest number of people of all engagement elements and helped define both community perspectives and priorities for the detailed process. Some of the key results of the on-line survey and other features are displayed on these pages.

WEBSITE VISITOR ACTIVITY	
AWARE PARTICIPANTS	1,190
ENGAGED PARTICIPANTS	229
INFORMED PARTICIPANTS	631
Downloaded the Input Opportunities Flyer	26
Visited the Key Dates page	91
Visited multiple project pages	455
Contributed to a tool (engaged)	229

LOCATION OF RESPONDENT’S RESIDENCE



TYPE OF RESPONDENTS

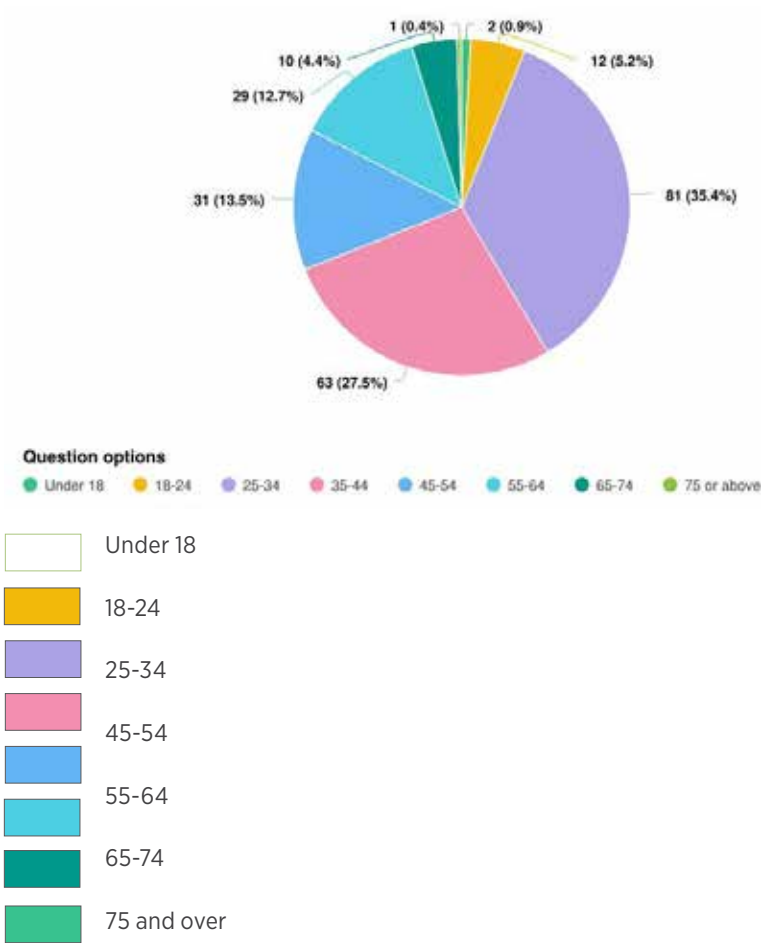


Question options

- I own a house in the area around the study area
- I rent a house or apartment around the study area
- I own property in or around the study area other than my own home
- I own or operate a business in the study area
- I work in the study area
- I live or work outside of the study area but have an economic interest or investment in it
- I am a student at the University of Arkansas
- I am a faculty or staff member of the University of Arkansas
- None of the above.

(229 responses, 0 skipped)

AGE OF RESPONDENTS



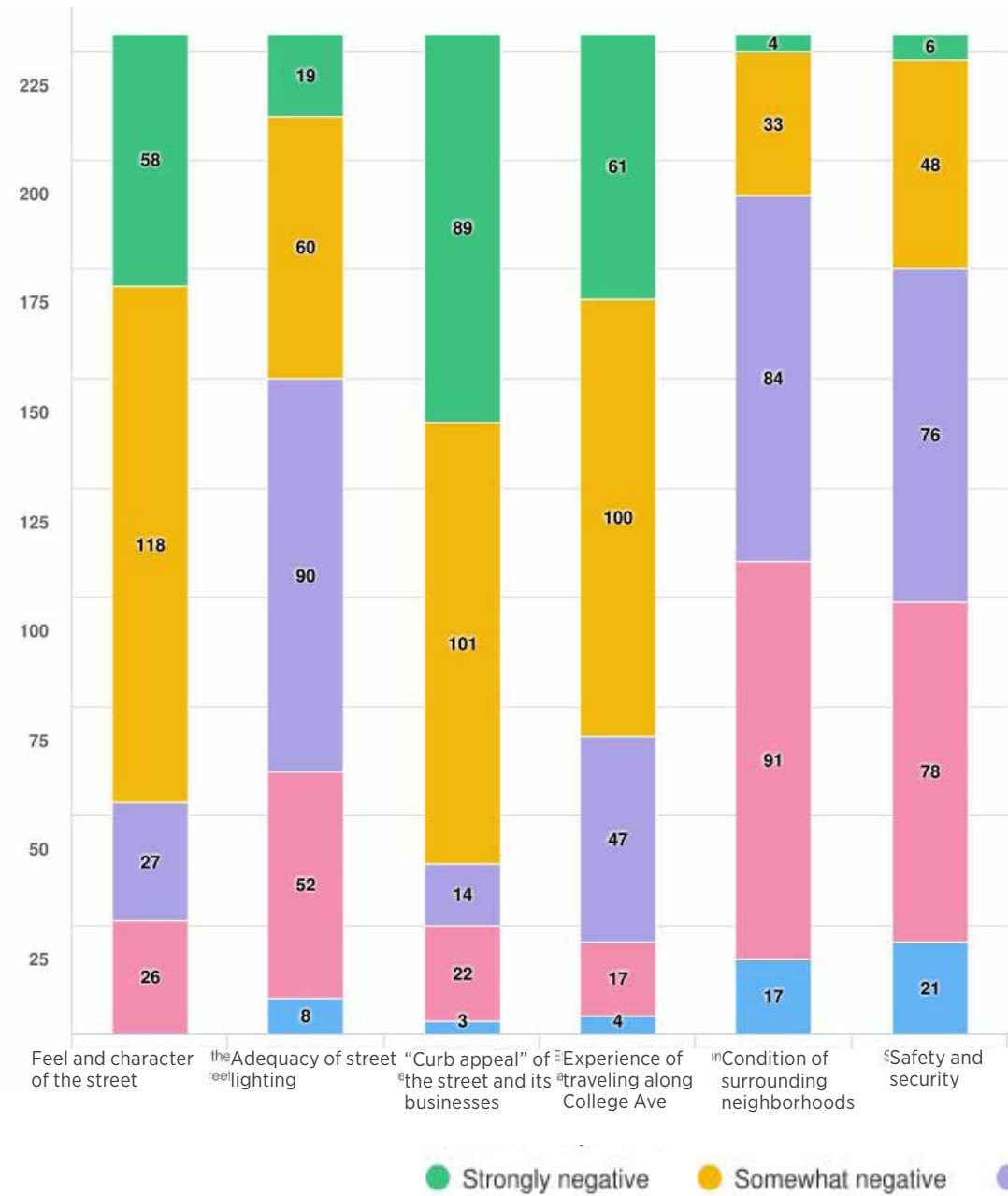
Question options

- Under 18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65-74
- 75 or above

- Under 18
- 18-24
- 25-34
- 35-44
- 45-54
- 55-64
- 65-74
- 75 and over

ASSESSMENT: NORTH OF NORTH STREET

Physical Environment



Economic Environment



ASSESSMENT: NORTH OF NORTH STREET

Transportation Environment



Aesthetic/Visual Environment

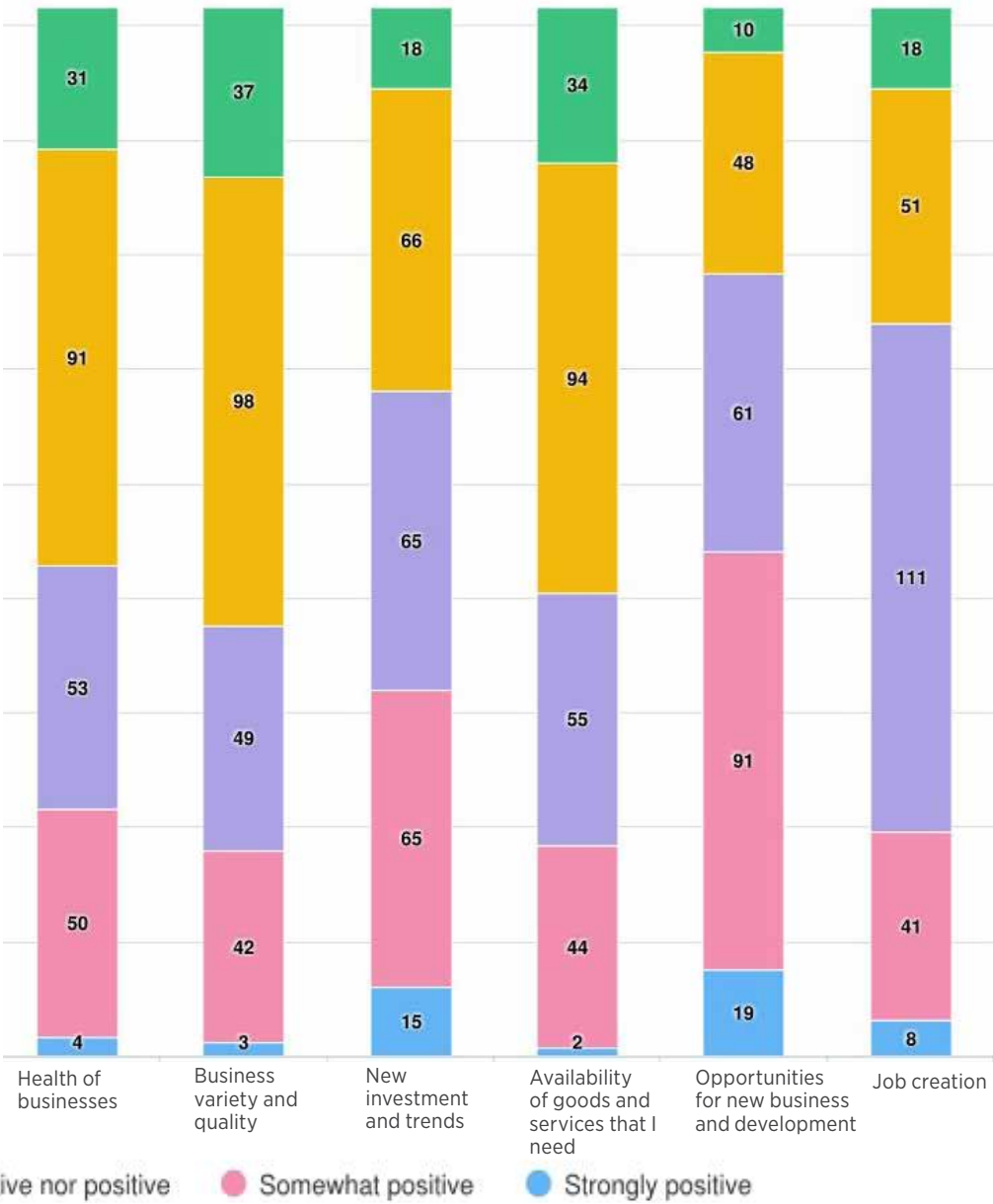


ASSESSMENT: SOUTH OF NORTH STREET

Physical Environment

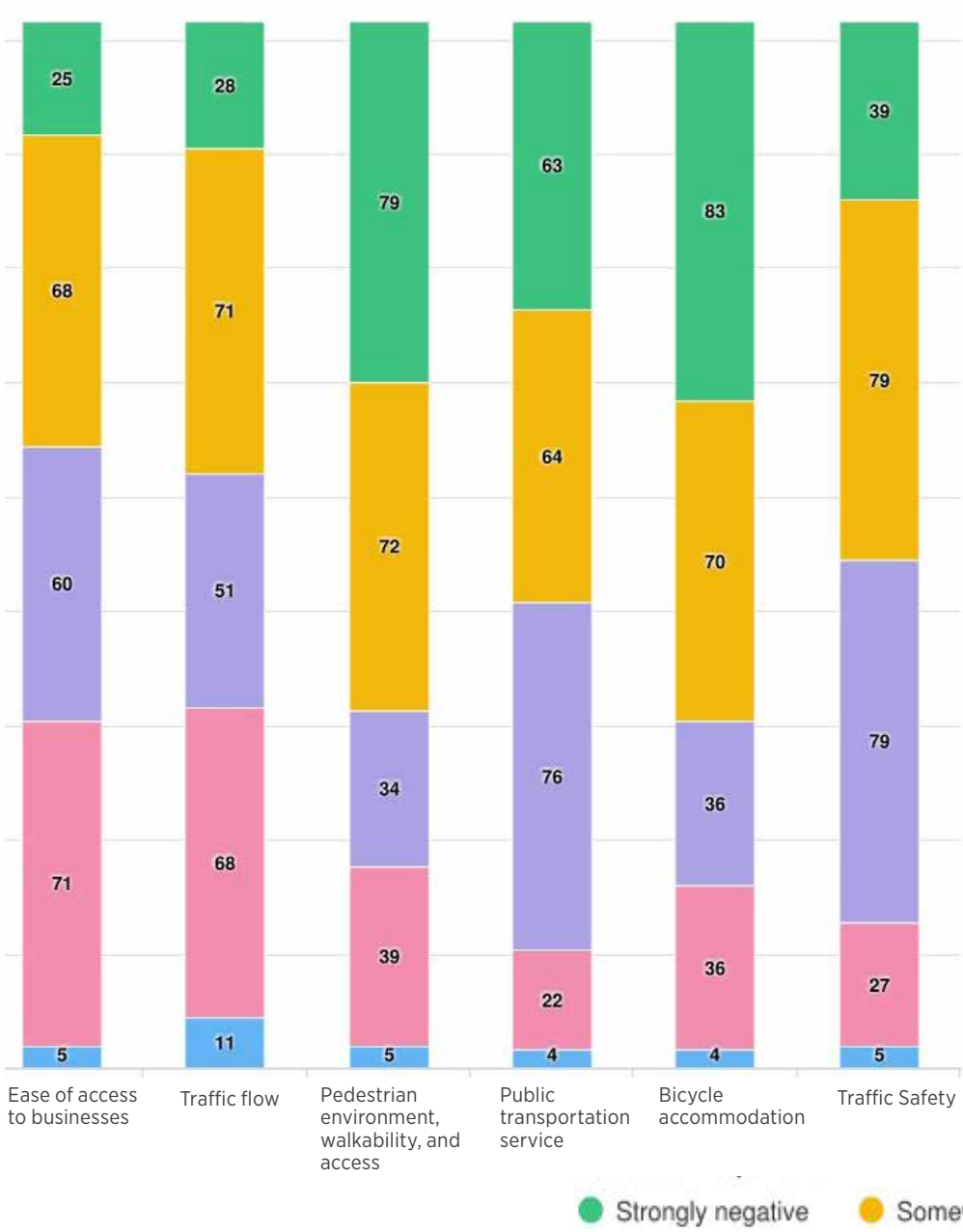


Economic Environment



ASSESSMENT: SOUTH OF NORTH STREET

Transportation Environment

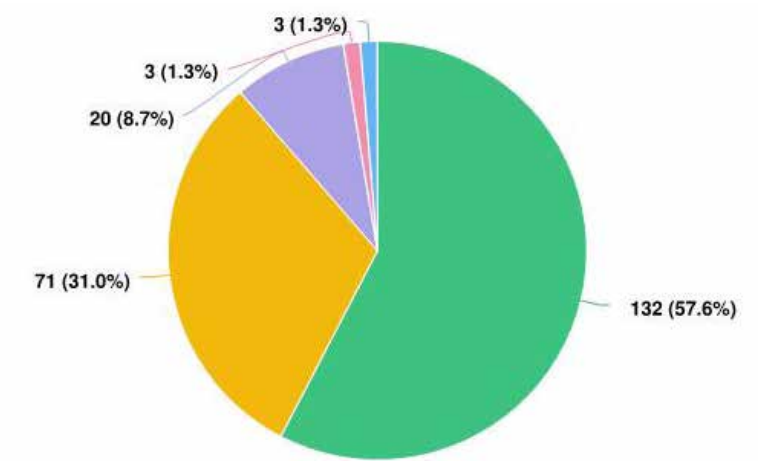


Aesthetic/Visual Environment

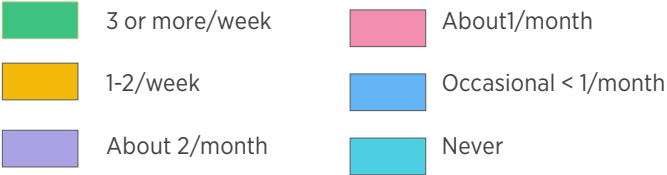
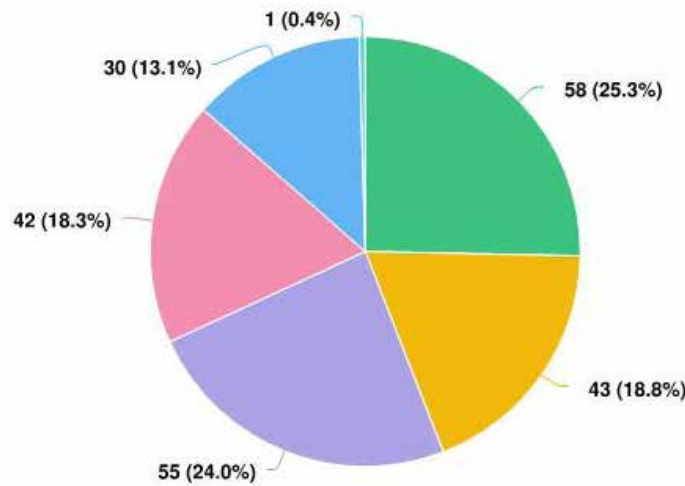


FREQUENCY OF BUSINESS VISITS

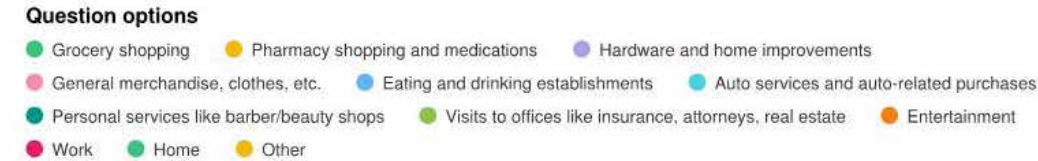
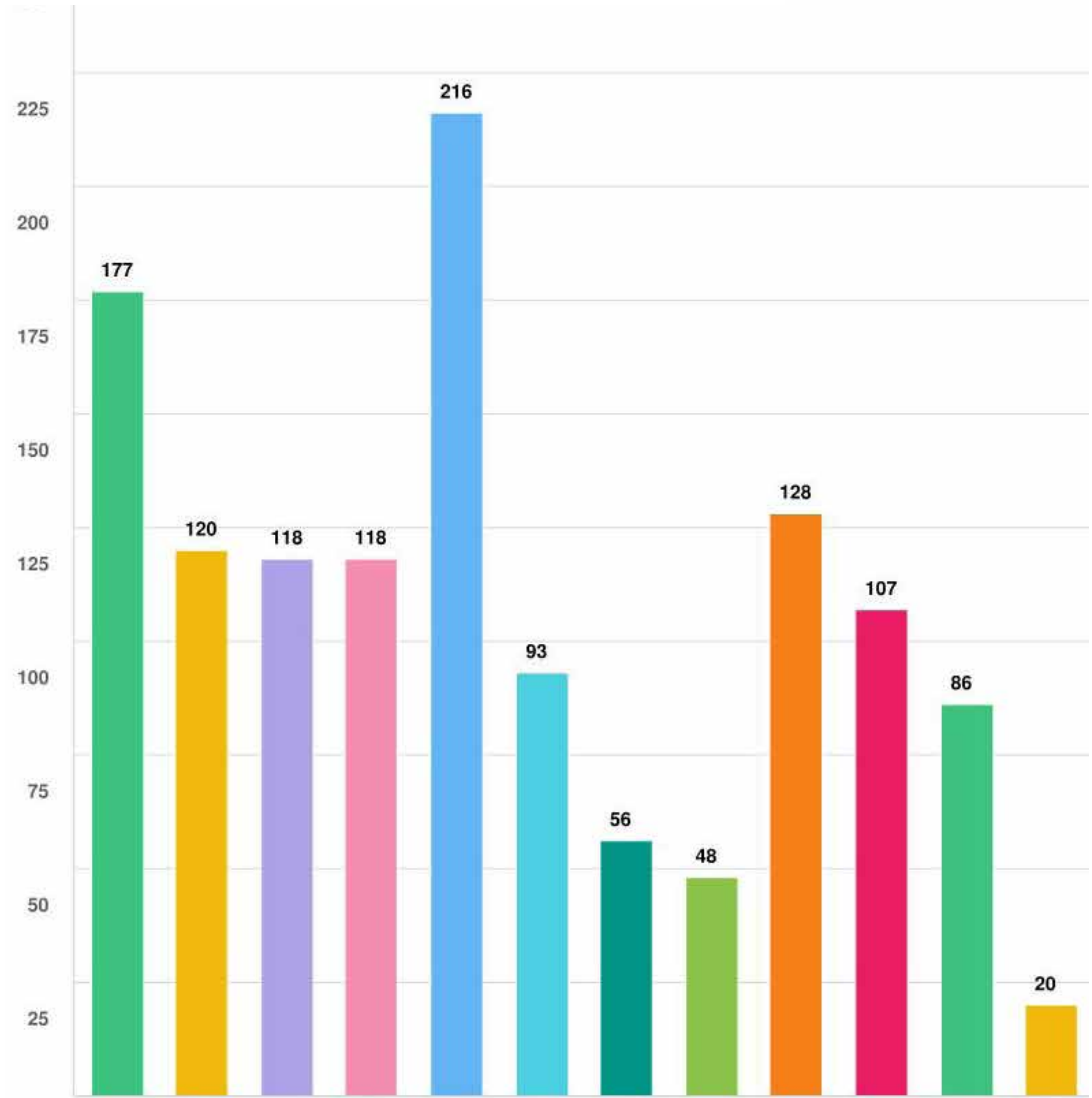
North of North Street



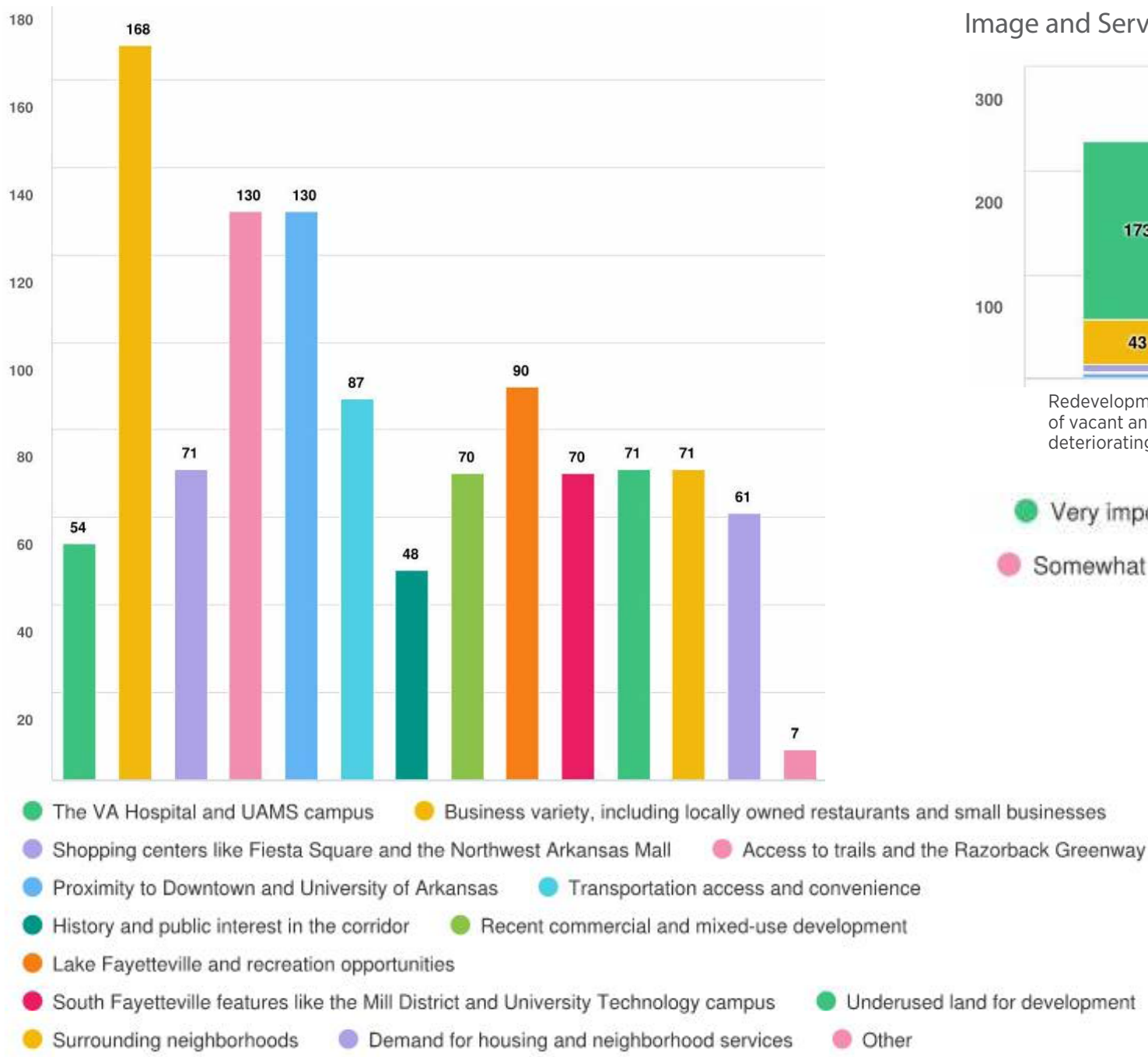
South of Rock Street



PURPOSES OF VISITS TO 71B STUDY AREA

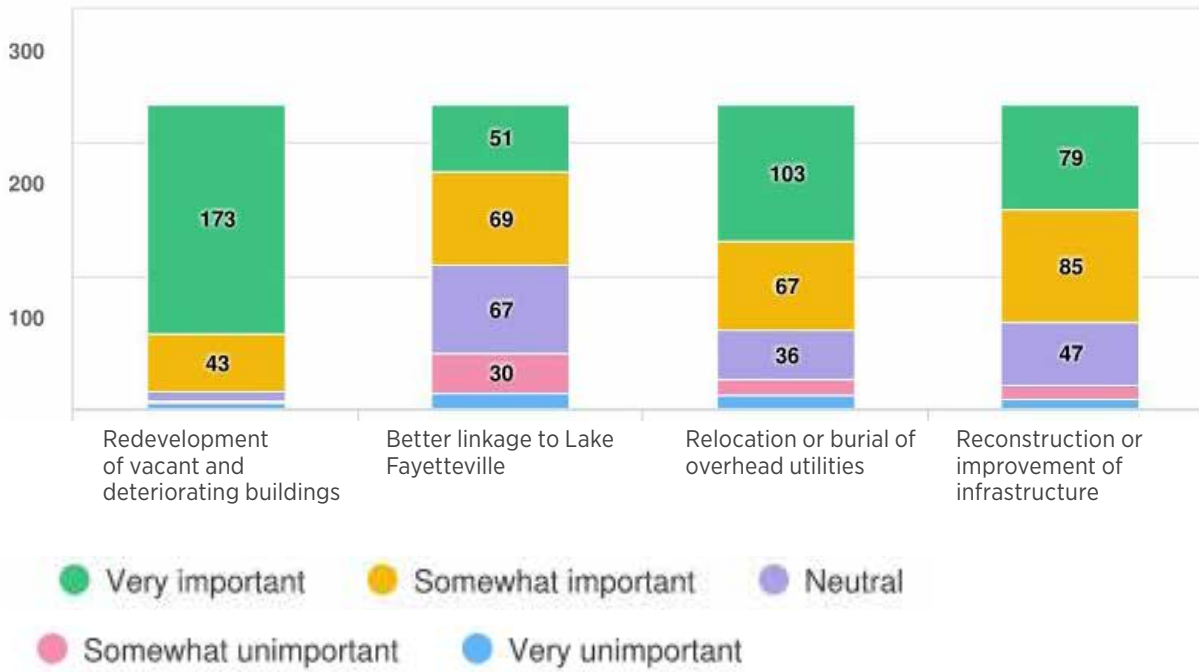


MOST IMPORTANT ASSETS FOR BUILDING 71B FUTURE



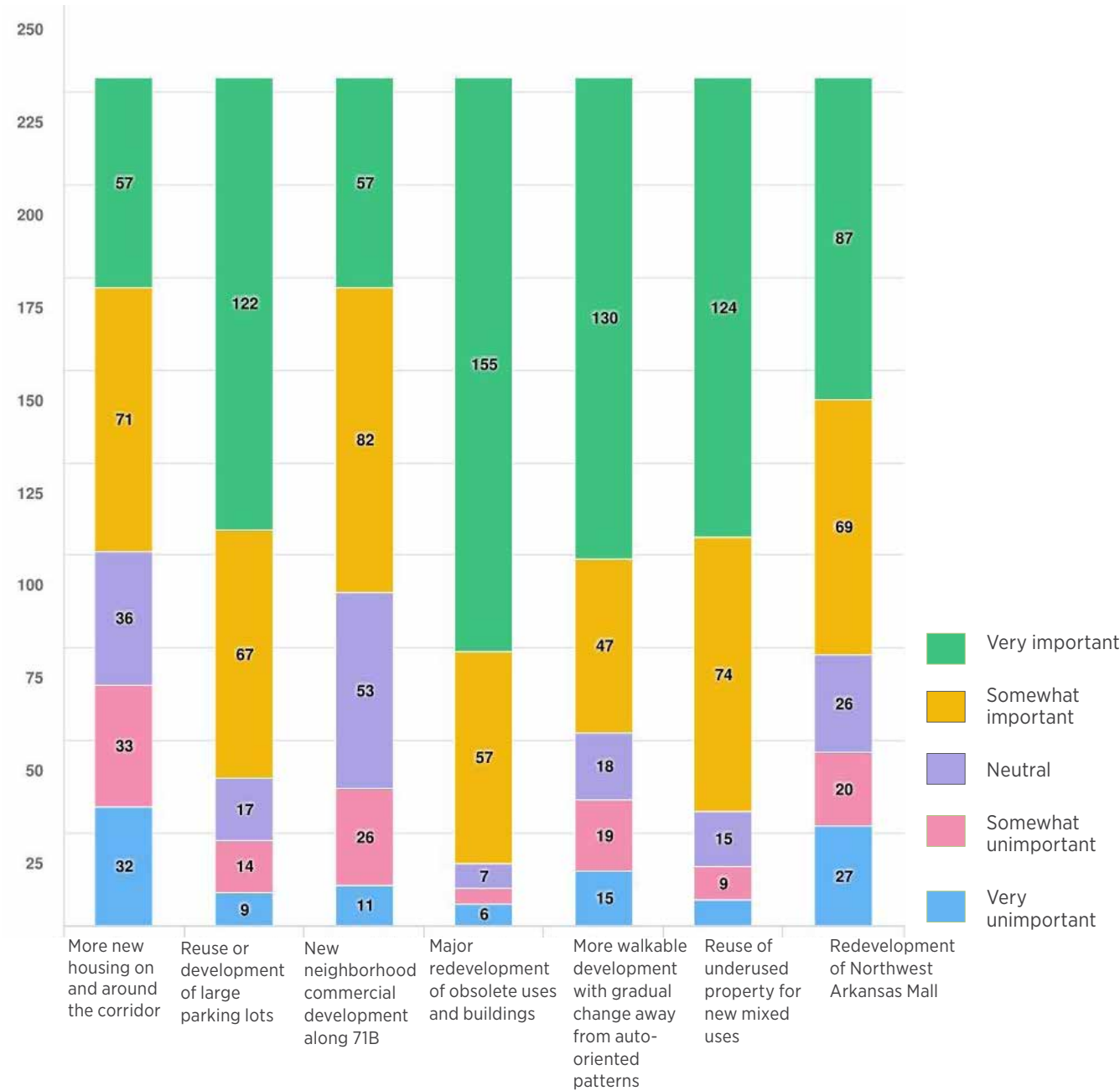
IMPROVEMENTS FOR A BETTER 71B

Image and Services



IMPROVEMENTS FOR A BETTER 71B

Development and Land Use

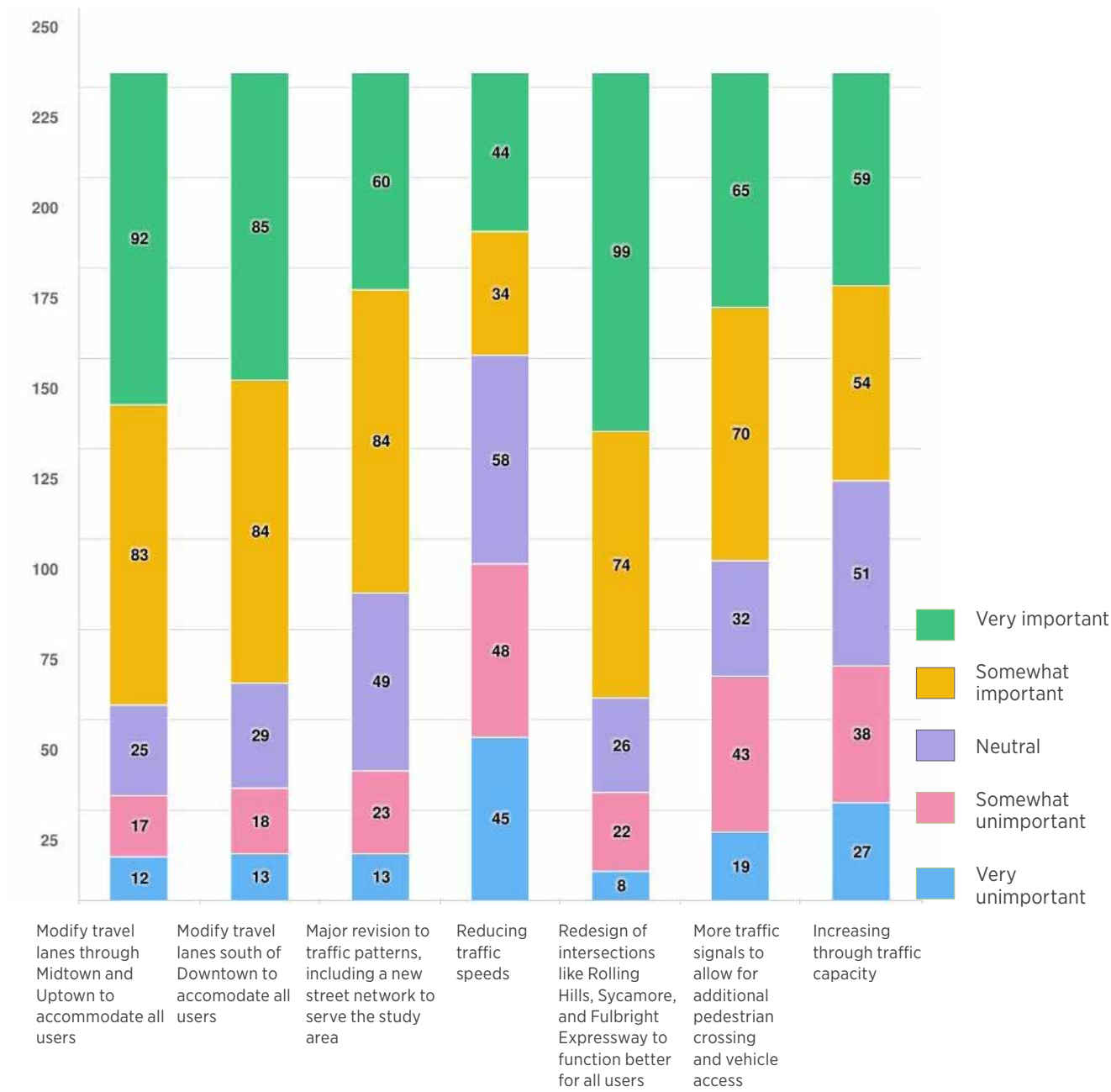


Street Environment



IMPROVEMENTS FOR A BETTER 71B

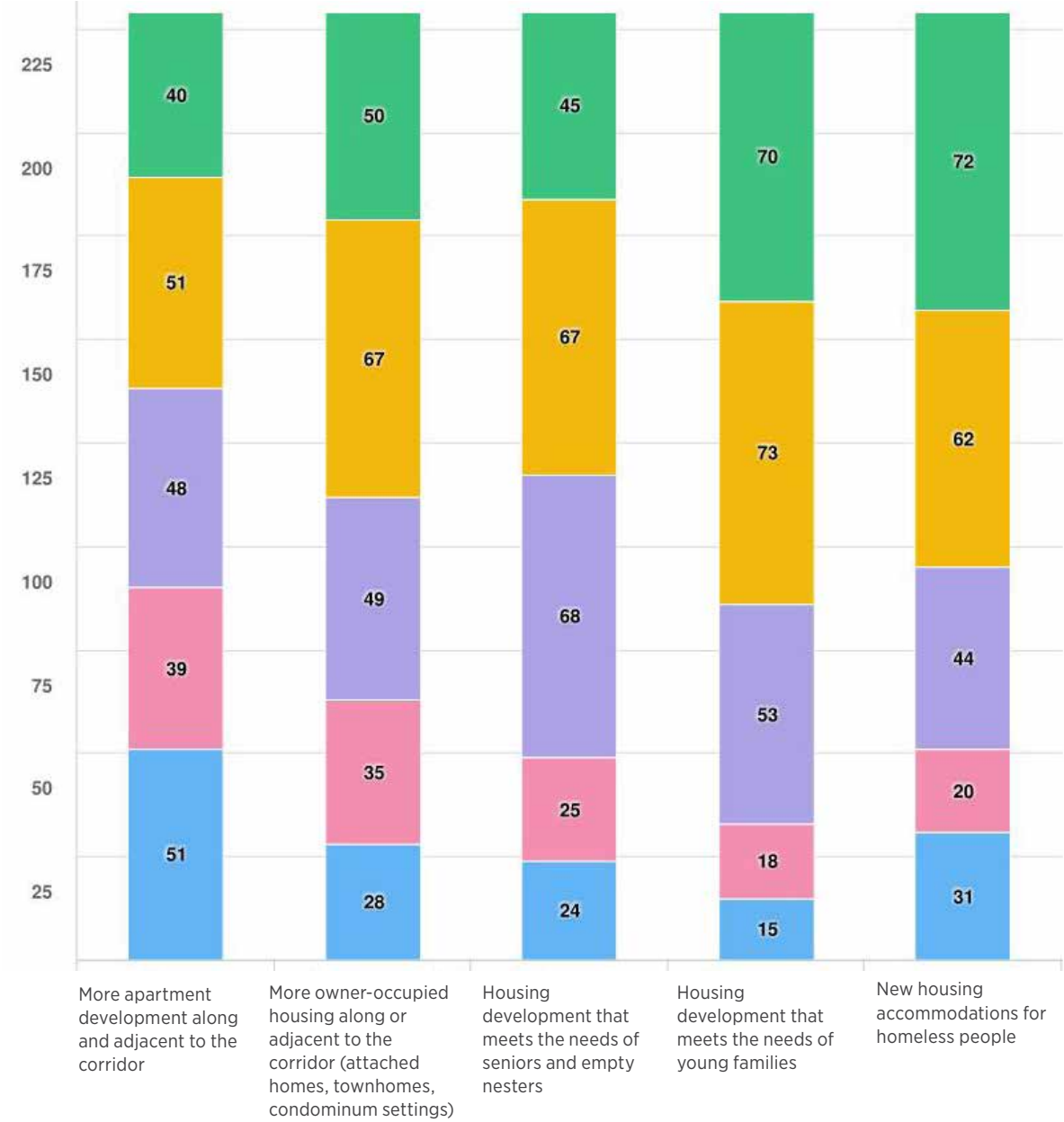
Traffic



Transportation Choice

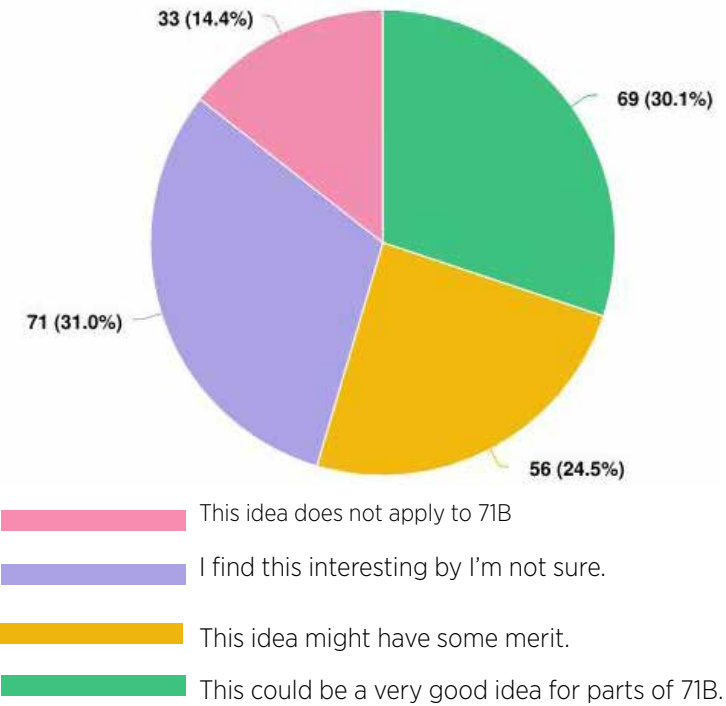


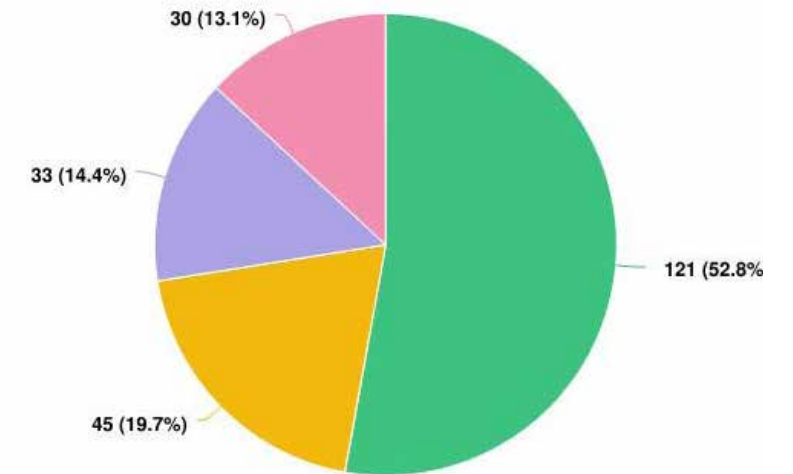
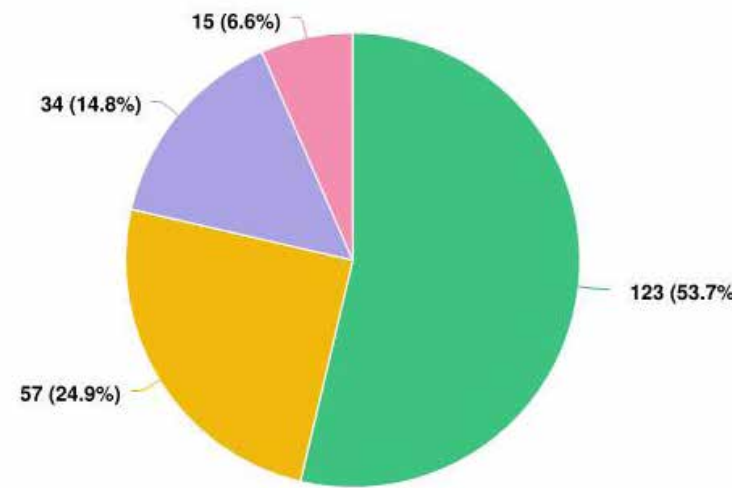
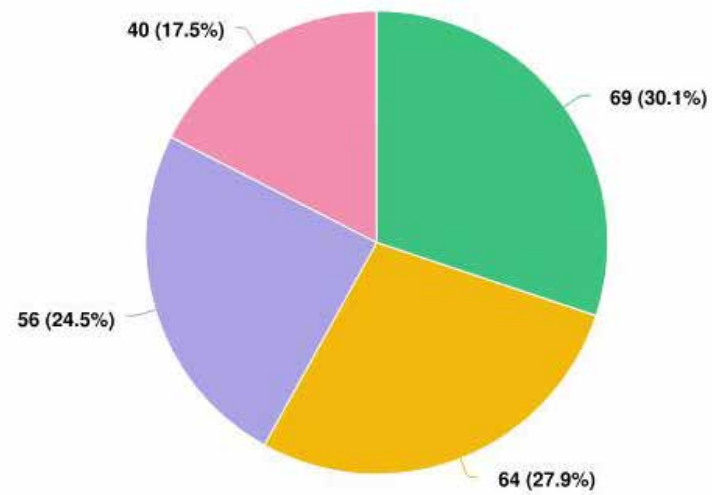
Housing



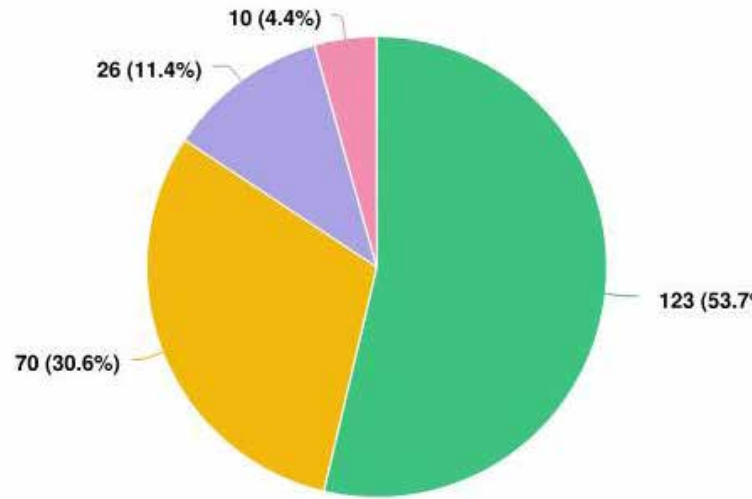
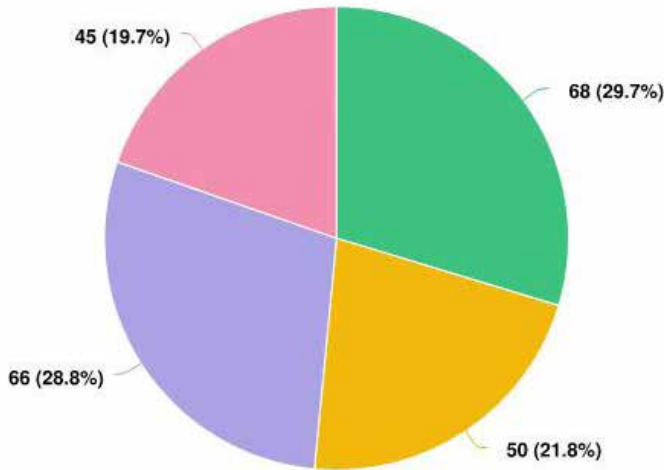
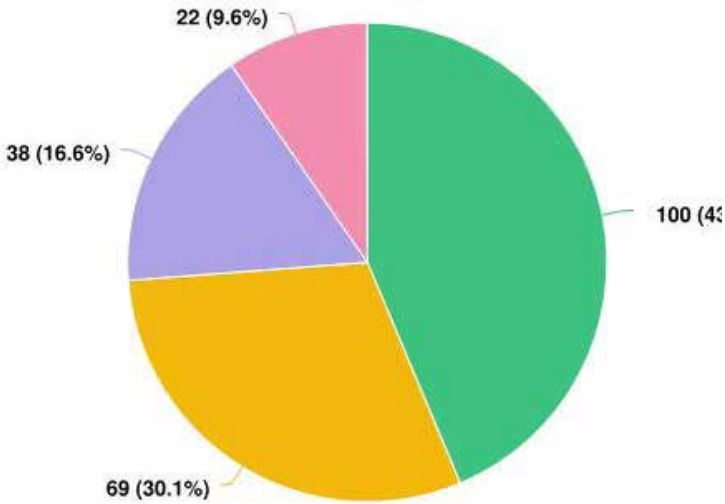
VISUAL PREFERENCE SURVEY

The Visual Preference section of the survey presented a series of photographs of good design and corridor planning practices from around the country and asked respondents to rate them for their relevance to the 71B corridor.





This idea does not apply to 71B
 I find this interesting but I'm not sure.
 This idea might have some merit.
 This could be a very good idea for parts of 71B.

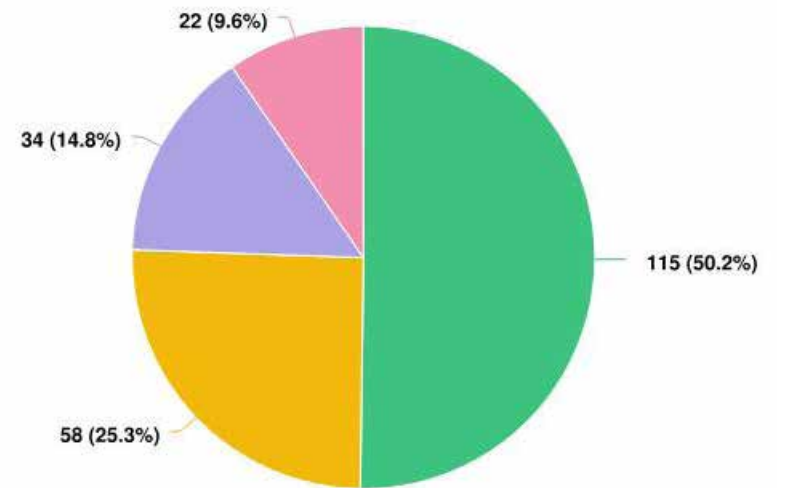
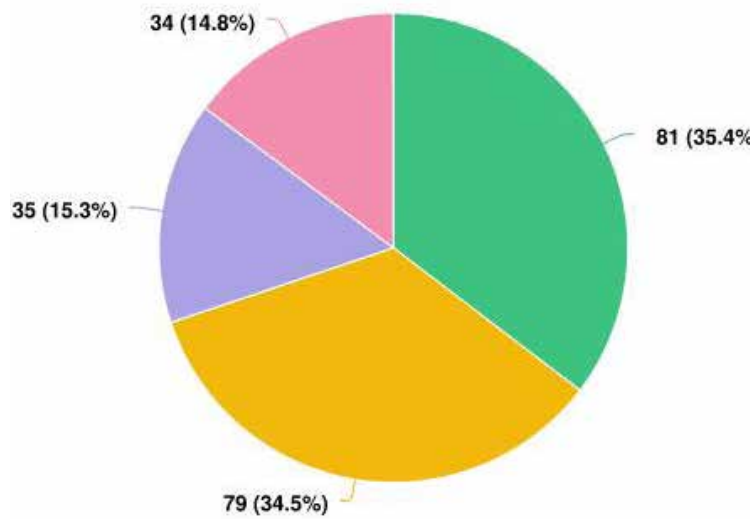
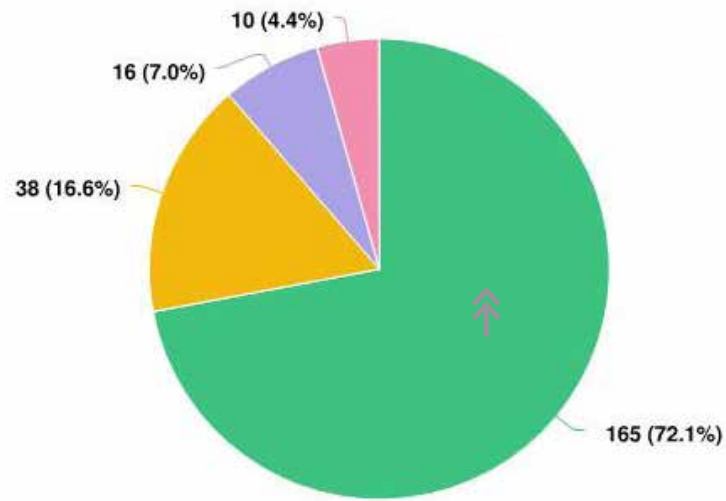


This idea does not apply to 71B

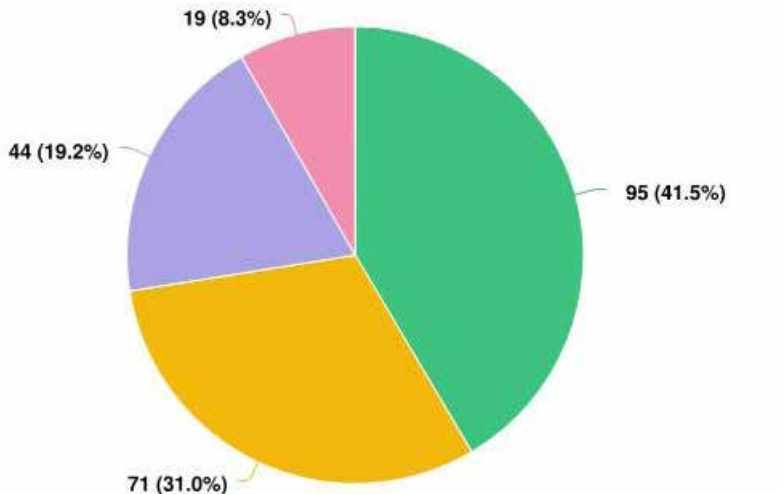
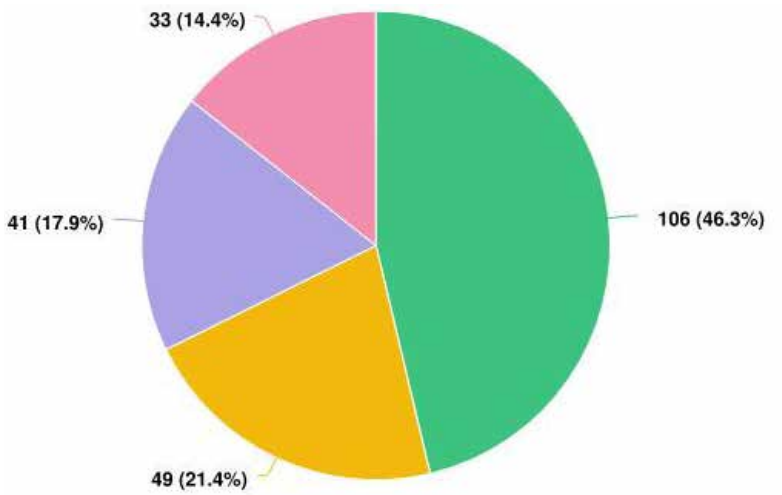
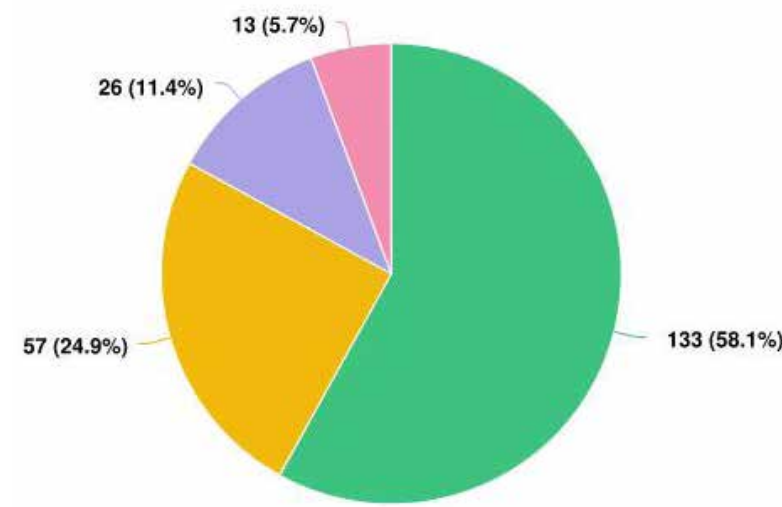
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 This idea might have some merit.
 This could be a very good idea for parts of 71B.

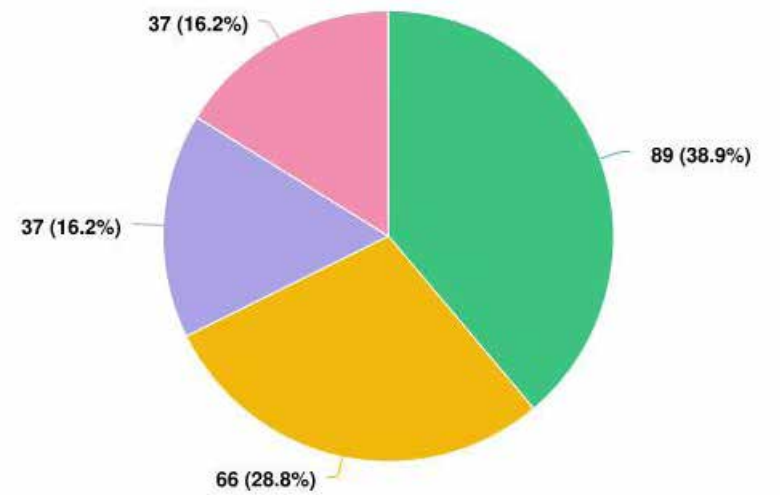
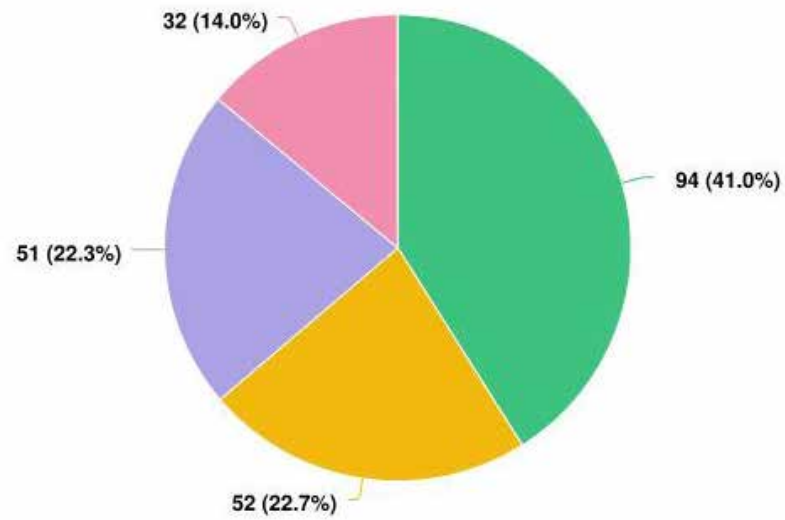
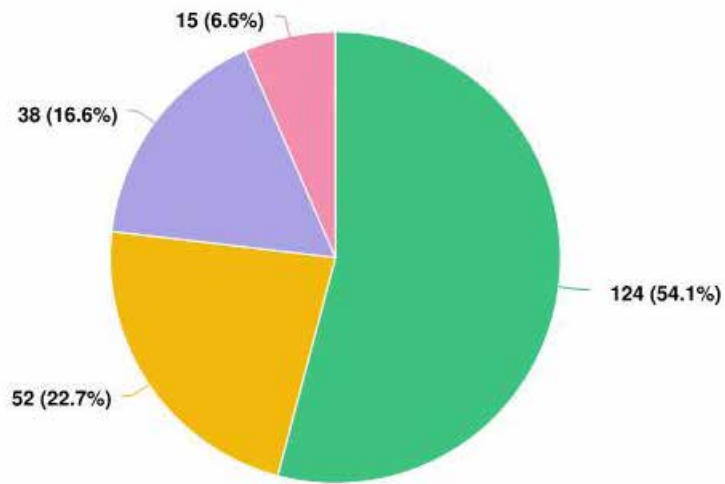


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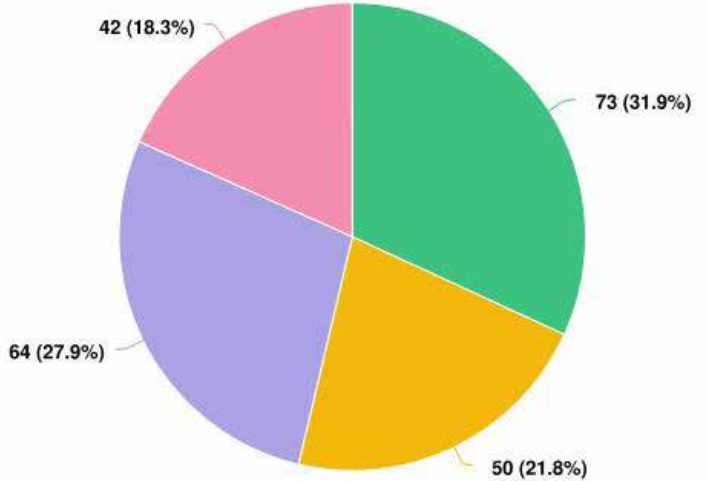
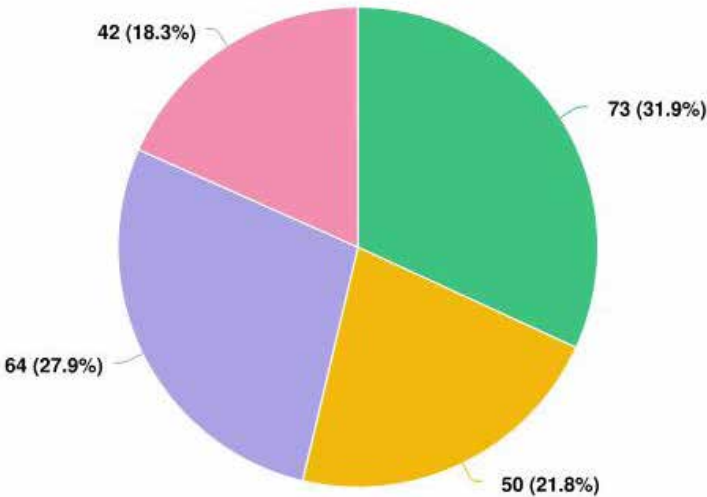
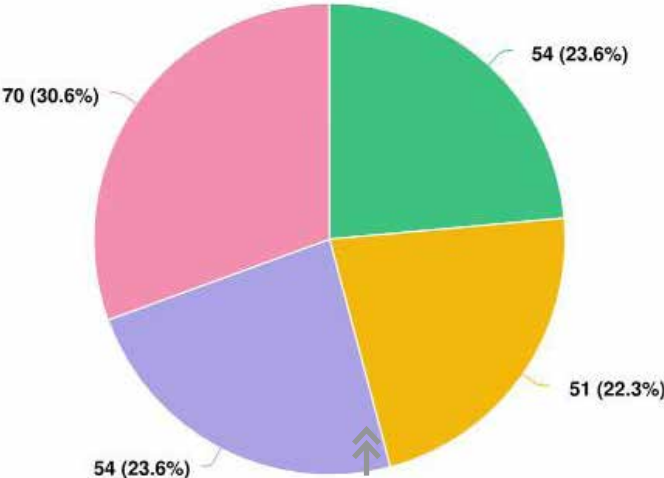
I find this interesting but I'm not sure.

This idea might have some merit.

This could be a very good idea for parts of 71B.



This idea does not apply to 71B
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 This idea might have some merit.
 This could be a very good idea for parts of 71B.



This idea does not apply to 71B

I find this interesting but I'm not sure.

This idea might have some merit.

This could be a very good idea for parts of 71B.

4/MARKETS FOR 71B

A successful corridor concept must take markets into account and propose changes and concepts that are consistent with economic potential and reality. We are in a period where economics, consumer preferences, and behaviors are producing dramatic changes in retail markets and demand for space. Transportation changes also have a significant impact in project design, parking requirements, and community access. Chapter Four summarizes a market analysis completed to inform the design, transportation, and policy recommendations of this plan for the 71B corridor. The full report is included in an Appendix to the plan. The analysis addresses the entire corridor, but places special emphasis on the future of Northwest Arkansas Mall. This comes in a period when regional malls are experiencing uncertain futures. Many traditional malls are experiencing declining sales and occupancy. On the other hand, others are finding other productive uses to fill vacated space and some indications exist that younger shoppers are again finding malls to be attractive for social interaction.

MARKETS AND STRATEGIES FOR THE 71B CORRIDOR

This chapter summarizes the assessment that Gruen Gruen + Associates (“GG+A”) conducted of the market for retail uses on the College Avenue/71B corridor and the Northwest Arkansas Mall. It includes both the south section of the study area, South School Avenue and Archibald Yell Boulevard from Cato Springs Road to Rock Street, and the north section, College Avenue from North Street to the city limits. The center section covers Downtown Fayetteville, which is not technically part of the physical study area but has an impact on overall demand. In addition to evaluating potential market demands for retail uses and identifying potential additional market opportunities that could be captured within the corridor, this chapter also identifies strategic actions and policy recommendations that will advance the economic vitality and enhancement of the College Avenue/71B corridor and Northwest Arkansas Mall.

WORK ELEMENTS AND METHODOLOGY

To accomplish the study objectives, GG+A analyzed a variety of data sources and conducted primary research and:

1. Inspected the College Avenue/71B corridor and Pinnacle Hills Promenade activity center in Rogers and conducted interviews with property owners, developers, and real estate brokers including representatives of CBRE, Inc., Colliers, High Street Real Estate Development, Mark Zweig, Inc., Mathias Properties, Newmark Moses Tucker Partners, Sage Partners, and Specialized Real Estate Group as well as staff with the City of Fayetteville and University of Arkansas Technology Development Foundation. GG+A also obtained information from the General Manager of the Pinnacle Hills Promenade;
2. Analyzed land use, real estate market, and population, sales tax, and employment data. Local sources consulted included the Center for Business and Economic Research of the University of Arkansas, Northwest Arkansas Regional Planning Commission, and Washington County Assessor’s Office;
3. Analyzed demographic and income characteristics of households, and prepared purchasing power estimates for retail goods and services for



two primary market areas: the “South 71B” corridor and the “North 71B” corridor;

4. Converted estimates of purchasing power or retail demand into estimates of the supportable amount of on-the-ground retail space for the two primary market areas;
5. Obtained estimates of the supply of retail space and identified the relationship between estimated retail space demand and supply for the two primary market areas; and
6. Synthesized the results of the primary and secondary research and analysis and field inspections in order to reach conclusions about the potential opportunities and constraints affecting demand for retail space and to identify strategic action recommendations for subsequent planning, marketing, and enhancement implementation.

FINDINGS

Retail

- From the opening in 1972, through its initial expansion in 1978, its second expansion in 1986, and its final expansion over 1997-99 and until 2006, the Northwest Arkansas Mall was the only mall in Northwest Arkansas



region. In 2006, the Mall was sold. In the same year Pinnacle Hills Promenade opened (slightly less than 12 miles northwest, in Rogers) creating the first regional-serving competition to the Mall. Situated on 152-acres, this 934,000-square-foot open-air center is now anchored by a Dillard’s, JCPenney, and a 12-screen Malco Pinnacle Theatre and high-volume Fresh Market. According to the General Manager of the Pinnacle Hills Promenade, Fresh Market replaced Border Books. Pinnacle Hills Promenade had the same three anchor tenants when it opened as did the older Mall (Sears has closed at both properties). Pinnacle Hills Promenade, however, has a more contemporary format and better mix of retailers currently including Williams-Sonoma, Banana Republic, Lululemon, Pottery Barn, and restaurants such as P.F. Chang’s China Bistro. The Promenade is also the location of the first Cabela’s World’s Foremost Outfitter /Bass Pro in Arkansas, and a “green” Target store. Adjacent to the Pinnacle Hills Promenade is a big-box power center including Bed Bath & Beyond, Old Navy, Ulta, PetSmart, and DSW. The trade area served by the Pinnacle Hills Promenade retail agglomeration is reported to include Fayetteville and a great deal of the metropolitan area and extends to southern Missouri.

- The retail agglomeration in Rogers provides a relatively complete supply of regional-, community- and value-oriented retail shopping alternatives. The development of the Pinnacle Hills Promenade retail agglomeration has caused a decline in the trade area served by the Northwest Arkansas

Mall and a decline in the sales spillover the Mall generates for nearby retail uses. As a consequence of supply additions in Benton County and along Interstate 49 in locations with visibility and even better accessibility to freeways and shifts in the geographic distribution of population and employment bases, the strength and magnetism of the Northwest Arkansas Mall and retail agglomeration in the corridor has declined.

- In addition, the Pinnacle Hills Promenade tends to be the preferred location for out-of-region retailers to enter the market (Whole Foods, which selected a location in the northern portion of the corridor is a notable exception to this site location tendency). The area around the Pinnacle Hills Promenade has experienced significant office, hotel, and residential development, which has reinforced the location as the regional hub. According to real estate brokers, the Great Recession and growing competitive impact of e-tailing caused some retailers to retrench and reduce store counts. Some retailers which had stores in both the Pinnacle Hills Promenade and Northwest Arkansas Mall areas chose to close the Northwest Arkansas Mall locations.
- The northern portions of the College Avenue/71B corridor, however, are surrounded by desirable residential neighborhoods, are situated on or near roadways connecting to Interstate 49 and a large employment base and are near Springdale which has experienced population growth but does not have a complete supply of retail uses.
- The southern part of the College Avenue/71B corridor is characterized by proximity to the campus of the University of Arkansas, the Arkansas Research and Technology Park, and student housing. Household incomes are lower, on average, in southern parts of Fayetteville and nearby communities such as Elkins and West Fork.
- The Fayetteville area contains approximately 3.6 million square feet of shopping center space according to CoStar. Current availability rates (percent of space currently available for lease) exceed 11 percent for community, neighborhood, and strip centers. The total inventory of retail space in Fayetteville, including “general” freestanding retail uses such as restaurants, service, and automotive-related, is reported by CoStar to encompass more than 9.0 million square feet of rentable space.
- The College Avenue/71B corridor is estimated to contain approximately



2.9 million square feet of shopping center space and major freestanding stores. Almost all the existing retail space in the corridor study area is located north of the Downtown, but for the freestanding Walgreen’s and Walmart Neighborhood Market stores located at the intersection of School Avenue and Martin Luther King Jr. Boulevard just south of Downtown.

- Based on a synthesis of interviews and a review of competing supply locations, and consideration of advantages and disadvantages and geographic and transportation access factors that apply to the corridor, the primary trade area from which the northern portion of the corridor attracts or could attract shoppers includes most of Washington County. Retail brokers and developers uniformly indicate that U.S. Highway 412, just north of Fayetteville’s border, represents a dividing line within the regional retailing market. Households located north of Highway 412 do not tend to shop within the northern portions of the corridor.
- The primary trade area from which the southern portion of the corridor attracts or could attract shoppers includes southeast Fayetteville and nearby communities to the south and east of Fayetteville. The primary trade area extends approximately 15 minutes south and east along US-71 and Highway 16, to the smaller communities of Greenland, West Fork,



and Elkins. The primary trade area generally includes the University of Arkansas campus, but does not extend north past Archibald Yell Boulevard into the Downtown area. Interstate 49 to the west represents a physical and psychological barrier limiting the primary trade area to the west.

- Households and workers within the primary trade area for the northern portion of the corridor currently generate approximately 3.9 million square feet of retail space demand. Due to projected growth in the household base within the primary trade area, demand is estimated to increase to about 4.2 million square feet in 2023. These findings are based on a total combined expenditure potential of local market area households, non-resident workers and on-campus students of nearly \$1.3 billion in 2018 and nearly \$1.4 billion in 2023 and an estimate that high quality retail space must generate at least \$325 per square foot in order to be viable. The existing retail supply within the primary trade area is estimated to total approximately 4.9 million square feet. Most of this space, about 2.9 million square feet, is located within the 71B corridor. Thus, an existing supply “surplus” of at least 808,000 square feet of retail space is estimated to exist. Future household growth over the next five years is estimated to reduce the retail supply surplus, although existing supply will still exceed estimated potential demand by

an estimated 490,000 square feet of retail space by 2023.

- The total combined expenditure potential of local market area households, non-resident workers and on-campus students within the southern portion of the corridor is estimated at approximately \$111 million. Based on an annual sales per-square-foot threshold requirement of \$375 per square foot for necessity- and convenience-oriented neighborhood retail space, the expenditure potential can support approximately 300,000 square feet of retail space. Due to projected growth in the household base within the primary trade area, demand is estimated to increase to about 320,000 square feet in 2023.
- The existing retail supply within the primary trade area served by southern portions of the corridor is estimated to total at least 272,000 square feet. Almost all of this space is comprised by freestanding grocery and drug stores and restaurants. The comparison between estimated demand and supply results in a small amount of “unmet” demand at 25,000 square feet of neighborhood-serving retail space, which could grow to approximately 50,000 square feet of space by 2023.
- While the mathematical model of supply and demand is not a precise tool, the results of the quantitative analysis are consistent with interview findings. Based on our interviews with multiple real estate brokers and local owners or leasing agents, the retail markets are highly competitive. The larger centers and concentrated nodes of retail uses are better positioned to siphon off sales from strip centers and smaller buildings along the College Avenue/71B corridor which lack the size and tenant mix to effectively compete for users and sales from shoppers.
- The Northwest Arkansas Regional Planning Commission forecasts that about 50,200 households will be added within the regional trade area (northern portion of the corridor) by 2040, and that nearly 6,700 households will be added within the smaller primary trade area identified for the southern portion of the corridor by 2040. In the longer-run, demand may support additional commercial space in the corridor. Occupancy rates, rental rates and household and employment growth and supply additions within the trade areas should be monitored. Such monitoring will facilitate evaluating retail development and redevelopment proposals and opportunities.



CONCLUSIONS AND RECOMMENDATIONS

Retail Planning Policy Strategy

Those merchants and retail centers unable to adapt to the constantly changing retail environment and unable to respond to contemporary consumer preferences will lose sales. This is part of the natural evolution and inherent creative destruction and reinvention of the retailing and retail real estate sectors. The primary strategic retail use implication is that **the City should encourage the reduction in the amount of smaller, older, obsolete centers, especially those without strong grocery and drug store anchors that by their very nature serve limited trade areas, do not encourage multi-purpose trips, do not generate significant sales spillover for adjoining tenancies, and are not positioned to create dynamic shopping and dining environments through size, tenant mix, and physical improvements. Retail Planning Policy Strategy should be directed to encouraging smaller obsolete retail centers to either be combined with adjoining property to create larger and stronger retail developments and/or converted to higher density residential and office uses. Residential and office uses will augment demand for retail goods and services.**

The interviews suggest that apartment uses would replace some obsolete commercial uses if the regulatory uncertainty about obtaining development



approvals is reduced. Relatively higher density apartment uses would support higher land values and investment returns than thrift shops, churches, tattoo parlors, and other users only able to pay low rents for older, relatively obsolete retail spaces and which do not tend to generate positive sales spillover for other businesses.

Gen-Yers, who tend to marry later and have fewer children, households moving to the area for jobs, or educational or healthcare service opportunities, and empty-nester household are primary sources of demand for apartment units. Two apartment projects – the 308-unit Uptown Fayetteville Apartments+Shops and 306-unit Watermark at Steele Crossing –, each completed in 2017, leased up quickly at above market rents. The interviews suggest **demand attributable to job growth, shortage of housing for University of Arkansas graduate students, and presence of major medical facilities, will support continued multi-family development, which in turn, would help support local restaurants, services, and retailers.**

Vacant big-box retail space in older centers may have more potential to be reused for office space. According to the University of Arkansas Skyline Report, office space vacancy rates in Fayetteville have declined from 6.7 percent in the second half of 2016 to 3.9 percent in the first half of 2018. CoStar estimates the office vacancy rate in Fayetteville is currently below three percent, down from about 15 percent vacancy as recently as 2012. The interviews and review of tenanting trends suggest continued demand from



office space users in the 10,000- to 30,000-square-foot range seeking lower cost space than available in Class A office buildings in Benton County and which do not need to be very close to Wal-Mart's headquarters. These call center, administrative processing, and other support users benefit from the labor produced by the University and proximity to a diverse housing stock and transportation accessibility. The users can pay more than retail users for the vacant big-box retail space. The cost of remodeling such buildings is typically lower than new office space construction and the space can be moved into sooner. The proximity to retail services and amenities and plentiful parking are advantages to office space users offering convenience and efficient use of time for their workers and visitors.

Development of locations within the corridor as destinations for ethnic and other unique, authentic restaurants and restaurant/entertainment rows should be encouraged. The accessibility of the College Avenue corridor to not only local households and students and faculty associated with the University of Arkansas but also to residents living in other parts of the region and to nonresident employees is an advantage. Low building space costs also provide advantages to unique ethnic and other restaurants. Bocca Italian Eatery and Pizzeria replaced at the end of 2015 Backyard Hamburgers, a Nashville-based chain that closed the midtown College Fayetteville location but kept open a unit in Rogers. Conway-based Tacos 4 Life opened its restaurant at the Evelyn Hills shopping center in Fall 2015. The restaurant remodeled a space formerly occupied by a USA Drug store.

One strategy to explore is a restaurant row, which needs to be placed in a highly-visible location such as along frontage of the Mall property with landscaping and signage techniques that serve to attract residents and workers as well as travelers through the College Avenue/71B corridor. We use the term restaurant row because one restaurant by itself cannot serve to attract a significant number of patrons from an extended area. A cluster of restaurants, however, can typically penetrate a deeper area because consumers have the added confidence that if they cannot get into one restaurant, other options will be available. A cluster of restaurants can also engage in greater promotional activity.

The food preferences of Generation Ys are changing the culinary landscape — stimulating the proliferation of ethnic restaurants, food trucks, and farmers markets. Perhaps Generation Y's fascination with food is one of the defining characteristics of this eat-and-tweet generation. **As part of making the Mall property relevant and to take advantage of the ample parking availability, expansion of the Farmer's Market and regular food truck gatherings to the Mall property should be planned, organized, and implemented.** This will help create the type of social environment and amenity package appealing to Generation Yers looking for authenticity and a place to congregate as well as appeal to area employees and family households.

A consumer shopping pattern shift from the purchase of goods to the purchase of services and experiences has occurred. Food and service-related uses, including medical services, are driving demand growth for neighborhood and community shopping center space. **The optimal tenant mix for the College Avenue/71B corridor will continue to evolve in favor of retailers, restaurants, and service providers that do not directly compete with the Internet.** Consistent with this consumer shopping pattern shift, the interviews suggest that an LA Fitness may be searching for sites in the broader market. LA Fitness has chosen second generation, vacant big-box stores and junior anchor locations in regional mall sites that are close to residential neighborhoods and employment centers. Fitness One has located in a 41,000-square-foot facility near Interstate 49 and Wedington Drive, west of the corridor, and is reported to be performing much better than anticipated. This suggests potential **support for an additional fitness facility that if located at the Mall property would help generate daily traffic to the site.**

In 2016, the owner of JJ's Grill opened a restaurant, beer garden, and concert venue in Uptown near Target and Kohl's and a new apartment development.

The 12,000-square-foot facility located at the corner of Van Asche Drive and Steele Boulevard includes a brewery, and the corporate offices of JJ's Grill. It is reported to be performing well and is an example of an entertainment, experiential use that cannot be duplicated by the Internet and has an extensive draw.

The interviews suggest that other food/bar entertainment-oriented concepts (e.g., Walk-On's Bistreaux & Bar, which locates in "college towns") not yet in the Northwest Arkansas region are considering entering the market and while the interviews also suggest the first units are likely to be located in the Pinnacle Mall Promenade submarket, Fayetteville would be the next logical location for expansion. This finding suggests it would be beneficial to **pro-actively position and market sites on the Mall property or in or near the older Evelyn Hills or Fiesta Square centers with ample parking as location for these kind of destination venues that could help rebrand and enhance the quality and appeal of these centers to space users and patrons.**

In places where the demographics and local real estate market conditions are supportive, mall owners and asset managers are sometimes able to replace closed department stores by transforming the tenant mix to other retail, including non-traditional mall anchors. Dick's Sporting Goods, which has located in other regional malls, has a store in Fort Smith but not yet in either Benton County or Fayetteville, could be a candidate for the Mall property if it expands into the regional market. Off-price retailing is still growing and a leading operator in this sector, Burlington, would also be new to the market. Its store prototype consists of 40,000 to 50,000 square feet. The demographics of the northern 71B corridor primary market area would fit with the site selection criteria of Burlington.¹

Closed or poorly performing mall retailers will need to be replaced with off-price retailers like Burlington or experiential tenants including sports related such as Dick's Sporting Goods— those that cannot readily be replaced by the internet. Entertainment, food and beverage, and services will be potential replacement solutions. For example, tenants providing organic takeout meals, high-grade services like health spas, and facilities for pets such as dog hotels illustrate retailers not easily replaced online, and which benefit from (and contribute to) mall or corridor traffic. As a local example last year, Hounds Lounge Pet Resort & Spa replaced a resale shop as the occupant of the former Big 8 Tire building of 8,868 square feet at the intersection of



College and East Township Road. The purchaser of the building also operates a pet resort in Little Rock. The site was chosen because the location has high traffic volume and adjoins the east-west commuter gateway to I-49 near residential neighborhoods and was available for a relatively low price.

The key is both to provide the type of experience and convenience that a shopper cannot get from sitting at home, and to eliminate the sameness that fails to differentiate from the competition. **To become and stay relevant, malls and commercial corridors will become much more mixed and not just a place for retail consumption. Instead, the relevant mall, for example, will be where people go for dining, entertainment and education (concerts, art shows, plays, movies, farmer markets, and classes), health, fitness, and beauty, and stay overnight at a hotel – or to work and/or live. By this standard, the current Northwest Arkansas Mall is not relevant.**

RECOMMENDATIONS FOR POLICY ACTIONS

Reduce the amount of retail zoning along the College Avenue/71B corridor.

Like many communities, Fayetteville has designated most of the land along its College Avenue arterial/71B corridor for commercial uses. By reducing the amount of property zoned for retail uses or permitting multi-family and

office uses on currently retail zoned property, the City will stimulate stronger performance within its focused, designated retail areas. **Focus the highest intensity of uses at key intersections and nodes.**

Residential development is crucial to corridor revitalization and enhancement in two fundamental ways. First, it is the basic component that will reduce the amount of property available for commercial uses. Second, more housing will provide a larger local market to support the commercial and entertainment uses that remain or are added. Therefore, rezone obsolete uses, including smaller, older, currently less successful retail centers and commercial buildings for relatively higher density residential uses. Zoning changes accompanied by appropriate design and other regulatory revisions to encourage assemblage of older obsolete retail or other property into multi-family housing will bring in more residents who will provide both the employment base for offices, healthcare, and research and development activities in the corridor as well as patrons for stores and restaurants.

Provide for Fewer but Larger Retailing-Mixed Use Nodes

Retail agglomerations succeed because they contain a variety of proximate shopping opportunities whose synergy attracts more customers. **It would be advantageous if the corridor has fewer, but larger, well-integrated and linked shopping nodes than numerous smaller strip centers and free-standing buildings** with excessive numbers of curb cuts that siphon off relatively small sales dollars so as to make more difficult the development of larger projects with greater trade areas and more frequent visitation, or higher per visit expenditures.

Identify opportunities to make new amenities and services available along College Avenue such as parks and recreational offerings, including bicycle and jogging paths that link with nodes of denser development. Ideally, implementation of such opportunities should be in conjunction with the removal of obsolete building space and assembly of smaller parcels into larger cohesive redevelopment sites.

Assist with Development and Implementation of Business Plans

The City should encourage property owners and managers to develop business plans for the revitalization or adaptive reuse of commercial properties such as the Northwest Arkansas Mall characterized as functionally (competitively), but not locationally obsolete. The challenge will be to

identify feasible physical, tenanting and marketing enhancements and implementation procedures to reposition and strengthen their performance. The City can assist in this process by, for example:

- Streamline and make more predictable the development process; and
- Provide information on the goals and objectives for development/redevelopment, and how the City may assist owners and developers seeking to implement development/redevelopment consistent with City priorities (such as municipal policy action or facilitation of the entitlement process or where appropriate with financial assistance to bridge feasibility gaps).

Area or property specific feasibility studies should be conducted or required before any specific re-zoning, changes in design parameters or other land use regulations, capital budget authorizations, or public programs to implement the business plan or economic action should be approved. Municipal assistance should be directed toward retaining and expanding uses or attracting new businesses that can reasonably be expected to serve to expand the trade area from which customers are attracted and serve to induce more frequent visitation from households and workers within the existing trade area. In some cases, for example, rather than accept a standard development that meets planning and other regulations, it may be more beneficial to encourage through municipal assistance enhanced design or added services or uses to facilitate the long-run competitiveness and tax-generating ability of a development. As another example, the City should provide for flexibility in its land use regulations to allow for the orderly transition of former retail uses to alternative uses.

Northwest Arkansas Mall

Vision: The place where people go for more than shopping; for dining, entertainment and education (concerts, art shows, plays, movies, farmer markets, and classes), health, fitness, and beauty, and stay overnight at a hotel or to work and/or live.

Course of Public Action: Encourage Northwest Arkansas Mall to develop business plan to reuse and enhance property. Market and feasibility studies should be conducted or required before any specific re-zoning, changes in design parameters or other land use regulations, capital budget authorizations, or public programs to implement the business plan or

economic action should be approved.

The City can assist accomplishing the reuse and enhancement of the property by the following:

- Streamline and make more predictable the development process; and
- Provide information on the goals and objectives for development/

- redevelopment, and how the City may assist with the implementation of the business plan consistent with City priorities.
- **Adapting land use regulations to various markets associated with different parts of the site.** For example, logical uses for the part of the site immediately adjacent to College Avenue (such as free-standing restaurants) will be different from those appropriate for the west edge of the site, where residential and mixed use urban development can take advantage of Greenway access and scenic qualities.

FIGURE 4.1: Strategic Imperatives for Northwest Arkansas Mall		
Potential Use Opportunity	Public Policy/Property Benefits	Needed Actions
Multi-family development	Contributes support for local restaurants, services, and restaurants; helps local employers attract and retain talent	Market/survey research to identify scale and type of preferred product; financial feasibility analysis; site planning and due diligence; implement needed zoning/regulatory process and approvals; developer solicitation, evaluation, and selection
Reuse vacant anchor/big-box buildings for office space	Contributes support for local restaurants, services, and retailers; provide job and income opportunities; contributes to demand for multi-family development; and occupies vacant space	Implementation needed zoning/regulatory process and approvals, market space for office use; be prepared to respond to incentive requests- to do so, evaluate economic and fiscal impacts and feasibility gap
Restaurant row in a highly-visible location such as long frontage of the Mall property with landscaping and signage	Generates day- and evening- traffic for Mall occupants; appeals to and supports office workers and multi-family households (and visitors)	Site planning, due diligence, marketing/user solicitation, evaluation, negotiation, selection; implement needed zoning/regulatory process and approvals
Expand Farmer’s Market and food truck gatherings on excess parking area	Generates day- and evening- traffic for Mall occupants; appeals to and supports office workers and multi-family households (and visitors)	Plan/research, organize, and implement; identify if public funding may be needed to facilitate feasible launch and ramp up
Proactively position and market sites on the Mall property for destination entertainment venues	Generates day- and evening- traffic for Mall occupants; appeals to and supports office workers and multi-family households (and visitors); rebrand and enhance the quality and appeal of the Mall to space users and patrons	Site planning, due diligence, marketing/user solicitation, evaluation, negotiation, selection; implement needed zoning/regulatory process and approvals
Fitness Facility	Generates day- and evening- traffic for Mall occupants; appeals to and supports office workers and multi-family households (and visit	Identify options for re-tenanting existing space and new development; marketing/user solicitation, evaluation, negotiation, selection; implement needed zoning/regulatory process and approvals
Replace closed and closing retailers with off-price retailers like Burlington or experiential tenants including sports related such as Dick’s Sporting Goods– those that cannot readily be replaced by the internet. Entertainment, food and beverage, and services will also be potential replacement solutions (see pages 6/7)	Improve competitive strength and market responsiveness, reinforce other businesses and uses; replace some of the sales-tax lost from competitive obsolescence	Marketing/user solicitation, evaluation, negotiation, selection; implement needed zoning/regulatory process and approvals; be prepared to respond to incentive requests- to do so, evaluate economic and fiscal impacts and feasibility gap
Educational and cultural programming and uses and healthcare uses (see page 7)	Generates day- and evening- traffic for Mall occupants; appeals to and supports office workers and multi-family households (and visitors) as well as community as a whole	Confer with institutional stakeholders; Plan/research, organize, and implement; identify if public funding may be needed to facilitate feasible launch and ramp up
Hotel Use (see page 7)	Supports and reinforces office, retail, restaurant, and entertainment uses; generates tax revenue	Market research, feasibility analysis; site planning, due diligence, marketing/ user solicitation, evaluation, negotiation, selection; implementation needed zoning/regulatory process and approvals; likely to be residual use, later in sequence of redevelopment and reuse

5/CORRIDOR URBANISM AND 71B

Citizens of Fayetteville have different visions for the 71B corridor. The concepts of New Urbanism, advocating higher densities, mixed uses, human-scale, street orientation, and connectivity are deeply engrained in the city's urban development and design philosophy. Some people envision a transformed corridor that eventually produces a high-density, transit-oriented mixed use environment capable of accommodating a significant part of Fayetteville's projected residential growth. Other people believe that 71B should be improved physically and functionally, but will always remain a regional, auto-oriented arterial dominated by commercial uses. This section introduces a third approach – "corridor urbanism" – that grows from and respects the character and economy of the corridor, but integrates the quality of place and urban interaction that mark Fayetteville's development aspirations.



TOWARD CORRIDOR URBANISM

Various philosophies of urban development have emerged during the last 150 years to guide the nature and growth of American Cities. Most of these grew out of reform movements, designed to change the natural or technological directions that cities had moved in. For example, the City Beautiful movement of the nineteenth century sought to bring a sense of order and aesthetic beauty to the clutter of the industrial city of that era. The Garden City movement of the same era and extending into the 1920s, combined the priorities of social and public health reformers with landscape architecture to create an ideal suburban alternative to the conditions of big cities struggling to accommodate both industrialization and waves of immigration. The concept of Euclidean or single-use zoning, also grew out of these same reform movements, designed to remedy the health and safety threats presented by locating industrial and residential uses in the same areas and inadequate light, sanitation, and ventilation.

In our own era, different philosophies of community design have also grown in an attempt to redirect a prevailing pattern of urban development. New Urbanism developed “to offer alternatives to the sprawling, single-use, low-density patterns typical of post-World War II development, which have been shown to inflict negative economic, health, and environmental impacts on communities.” A competing philosophy, “Landscape Urbanism,” was presented as a response to New Urbanism’s largely architectural approach by emphasizing landscape and open space as the desirable central organizing elements of cities and towns. Debates between these two philosophies have largely focused on density: New Urbanists contending that high density is critical to urban interaction and Landscape Urbanists making something of the same claim for open space.

These urban philosophies and others have been very influential, even when not fully implemented. For example, contemporary “life style centers” like the Pinnacle Hills Promenade in Rogers draw from New Urbanist principles, replacing the traditional regional mall with a crossroads of pedestrian-oriented, open-air “main streets.” But the primary forces that shape urban form still tend to be transportation, technology, and markets. The dense forms of the traditional cities and towns were generated by walking and public transportation as primary modes of travel. In metropolitan areas, commuter railroads and rail rapid transit made the suburbs that became the antecedents of “traditional neighborhood development” possible.



New Urbanism. From top: Bethesda Crescent, Bethesda, MD; The Boulevard, Saint Louis, MO;



Landscape Urbanism, New and Old. From top: 606 Trail, Chicago; Central Park, New York City

And ultimately, the technology and enormous market success of the automobile created the low-density development patterns and commercial corridors that New Urbanism sought to replace. The Promenade is a walkable regional shopping center, but it is still a shopping center surrounded by large amounts of surface parking – the same model as Northwest Arkansas Mall.

Ultimately, many physical philosophies of urbanism tend to be utopian. When properly executed, they provide environments that are a delight and demonstrate principles of good design. Places like Riverside, Illinois and Radburn, New Jersey demonstrate the beauty of the garden cities and landscape urbanism philosophies (even when they preceded the theory); Seaside and Celebration, as well as numerous other developments across the country, illustrate the effectiveness of New Urbanism in creating great places. But low-density development and the commercial strip remain dominant, and these forms and their establishments generate other uses and service requirements that our current ideas of urbanism fail to address. The strip continues to challenge – specifically, how can we apply the compelling principles of contemporary if sometimes conflicting urban design and land use philosophies to these ubiquitous cityscapes in general and to the 71B corridor in particular.

New Urbanism is a planning and development approach based on the principles of how cities and towns had been built for the last several centuries: walkable blocks and streets, housing and shopping in close proximity, and accessible public spaces. In other words: New Urbanism focuses on human-scaled urban design.

- Congress for the New Urbanism

Landscape urbanism involves “an understanding the fluid or changing nature of any environment and the processes that affect change over time. A respect for natural processes (Ecology) - the idea that our lives intertwine with the environment around us, and we should therefore respect this when creating an urban environment. Landscape Urbanism is concerned with a working surface over time – a type of urbanism that anticipates change, open endedness and negotiation.

- James Corner

We find considerable insight in the iconic 1972 volume *Learning from Las Vegas* by Robert Venturi, Denise Scott Brown, and Steven Izenour:

The commercial strip challenges the architect to take a positive, non chip-on-the-shoulder view. Architects are out of the habit of looking non-judgmentally at the environment because orthodox Modern Architecture is progressive, if not revolutionary, utopian and puristic; it is dissatisfied with existing conditions. Modern architecture has been anything but permissive. Architects have preferred to change the existing environment rather than enhance what is there.

Venturi (1925-2018) developed the idea of post-modern architecture, incorporating cultural allusion, symbol, and humor into buildings. In *Learning from Las Vegas*, the authors take on the Las Vegas strip and other commercial corridors on their own terms, as environments that are “almost all right” rather than impositions on the environment that should be either transformed or rejected. This leads to an integrative approach when applied to 71B – the challenge to respect the corridor and its history, often rich in memory and very much a part of Fayetteville, and “enhance what is there” rather than trying to make it something else. We call this approach Corridor Urbanism.

THE STRIP AS AN OPPORTUNITY

Corridor Urbanism considers some of the intrinsic characteristics of the strip as the keys to making it a successful and sustainable environment. The 71B study area, like most other long commercial corridors, uses land inefficiently, and the amount of its total area that is actually in its intended primary use (that is housing human enterprise and activity rather than the movement and storage of cars) is actually very small. On the other hand, the environmental footprint of the corridor is very high. Its current single-use zoning and transportation access are completely dependent on motor vehicles. Some of the operational aspects of the corridor, such as traffic delays at intersections and a lack of landmarks that often causes even local users to miss their destinations and double back through parking lots at slow speeds, also place cars in their least efficient mode. And large paved areas increase the volume and speed of urban runoff and increase impacts on the flow and water quality of the creeks and greenways that cross and parallel the corridor.

Yet the corridor’s features and even some of its problems can also help evolve it into an urban environment with greater vitality and lower impact. Specifically:

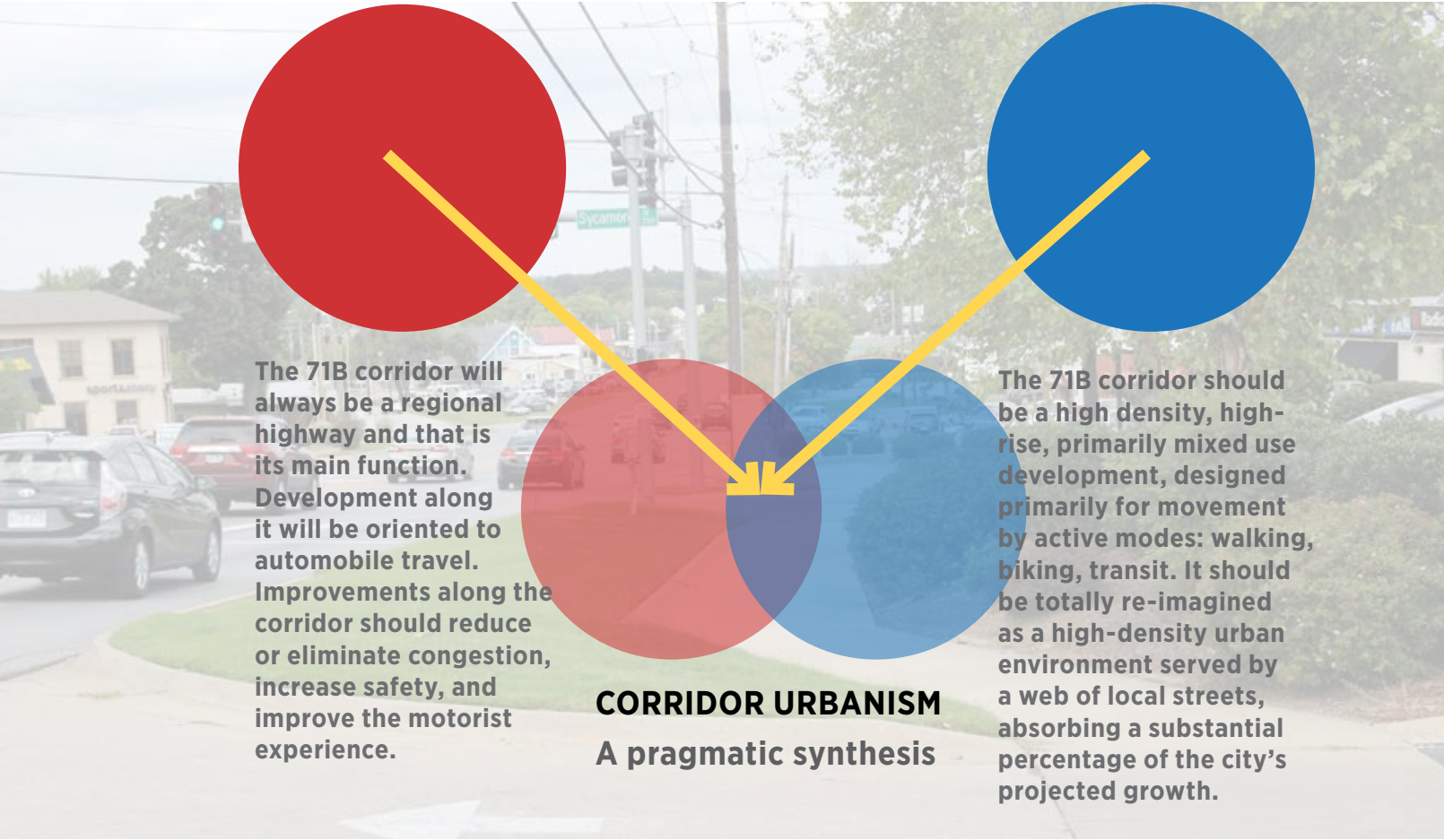
- **Business and destination mix.** Even if they are dispersed and separated from one another, the eating and drinking places, shops, churches, schools, service businesses, medical facilities, and offices are precisely the destinations that people want to live near.
- **Underused land.** The unnecessarily large parking lots, unused spaces between free-standing buildings, obsolete structures, vacant land, and underutilized sites, grouped together, present major opportunities for new and different development and connections.
- **Integral open space.** Flood-prone areas that cross the corridor and the major greenways, parks, and trails around it provide create unique possibilities for using large and small urban open spaces to catalyze new, higher-density growth.
- **Street width and area.** The wide street right-of-ways and space-intensive intersections and interchanges that now tend to separate parts of the corridor from each other can be re-imagined as bridges rather than barriers.

CORRIDOR URBANISM AS AN APPROACH

The idea of Corridor Urbanism synthesizes different points of view and alternative futures that were expressed during the 71B planning process to take advantage of these opportunities. At one end of a continuum were ideas related to the visionary 2030 Transit City Scenario by the University of Arkansas Community Design Center. This scenario was based on accommodating up to 80% of Fayetteville’s projected growth along and immediately adjacent to the 71B corridor, served by a light rail rapid transit line. At the other were people, including existing businesses, who saw the future role of the street as a continuation of its current role as a regional arterial and commercial corridor. These groups were largely interested in functional improvements at intersections, a better visual environment for motorists and customers, more reliable infrastructure, and possible burial of power lines. Other stakeholders advocated intermediate types of change: residential development, more efficient use of land, right-sizing of



Two poles of addressing the 71B environment. Top: Incremental improvements with sidewalks, landscaping, and monument signage along North College Avenue. Above: Transit City Scenario, 2030, University of Arkansas Community Design Center. Both solutions have individual merits. Corridor Urbanism is designed to synthesize the realism of the former with the vision of the latter.



large, marginally used parking lots to provide redevelopment possibilities, access management to reduce the number of curb cuts, continuous sidewalks, better connections to the city’s bikeway and trail system, improved streetscape, and incorporation of bus rapid transit.

Corridor Urbanism applied to the 71B corridor synthesizes these points of view. It should ultimately incorporate the mixed use, connectivity, street quality, density, and civic life components of New Urbanism; the structuring green space and greenway elements of Landscape Urbanism and its progenitors; and the Venturi/Scott Brown concept idea of understanding and planning/building within a community context and

economy. Corridor Urbanism then constructs a model of principles, born from and guiding the more detailed elements of the plan for Fayetteville, but also exportable to other cities and towns.

Five broad categories of guiding principles include:

- **Reality and Respect**
- **Resident Population**
- **Opportunities**
- **Transportation Function and Choice**
- **Urban Environment**



REALITY AND RESPECT

Respect existing businesses and build on the historic character of the corridor

The 71B corridor is a strong economic entity and preserving that economic life is a primary project objective. The corridor has provided further ground for new enterprises and has retained a high degree of dynamism. A good example of that is the recycling of restaurants originally built by or for fast-food chains that have now recycled for use by locally-owned restaurants, many of which have an international character.

We also know that 71B has deep historical memories for many people and those memories are very important. Few corridors warrant a document like Tony Wappel’s *On the Avenue*, and few such books would sell out as quickly.

View change as evolutionary and generally market driven.

Cities and corridors are long-

term processes. 71B is made up of hundreds of owners and businesses, all making individual decisions. Thus, the term “master plan,” which implies a controlling presence, does not apply well to such a diverse urban district. In such an environment, a plan that wills things to be done in the face of economic and market drivers rarely succeeds. Change when it comes is and should be incremental and occurs over a long period of time.

Use this plan as a tool to guide that evolution.

71B, like other corridors, is not a site under unified ownership and actual change will take place through individual decisions responding to markets, trends, and goals at the time. A plan provides a unifying framework for these individual decisions. Its concepts on private property illustrate general site and use guidelines; possibilities rather than specific redevelopment proposals; and proposed relationships between buildings and sites. The plan becomes somewhat more specific when it addresses public realm investments and the interface between the public and private environment. But this and other corridor plans should be viewed as organic and flexible, rather than static and “designed.”



RESIDENT POPULATION

Gradually increase the number of people living in and immediately around the corridor.

Residential development has been fundamental to downtown redevelopment and has the same relevance to commercial corridors. The easy availability of retail assets, eating and drinking places, and transportation support housing of various densities, and housing adds neighborhood character generally lacking in single-use commercial strips. Further, when demand for brick and mortar commercial is declining, residential growth provides a great potential for reuse of surplus commercial sites. Finally, commercial corridors avoid the neighborhood opposition often faced by projects with higher residential densities. In Fayetteville, planning initiatives like the Transit City 2030 concept clearly recognize the role of residential development in the future of the 71B corridor.

Work toward an environment where a growing population can comfortably walk, bike, or use other active modes to travel to corridor destinations

While commercial corridors lack the intimacy of “traditional” business districts, mixing residential, commercial, office, and employment uses can create highly walkable and bikeable environments with supporting infrastructure such as good quality and comfortable walking and shared use paths. The corridor’s character can generate a large number of potential trips under one mile, making low-cost alternative modes feasible. We often think of corridors in terms of long-distance linear modes: traffic arterials and rapid transit. But the short local trip is also a significant component and diverting more of these trips to active modes creates real benefits.

Include a variety of housing types attainable by a range of people.

The concept of “attainable” housing, a principal goal of Fayetteville’s comprehensive plan, requires diverse housing types that meet the needs of different people and household types. Housing in and around the 71B corridor should not be a housing “monoculture.” It should have the capacity to accommodate households with people of all ages, including the emerging market of families with young children.



OPPORTUNITY AND ORIENTATION

Take advantage of opportunities such as underused parking lots, vacant sites, obsolete buildings, and marginal uses.

Evolutionary change should occur naturally through voluntary action rather than disruption. But opportunity sites along 71B are abundant and can be used in ways that reinforce the existing commercial structure. For example, parking lots at large shopping centers responded to zoning or tenant demands based on a few peak days that are no longer reached. In addition to their unproductive use of land, these sites also maximize environmental impact. More efficient site design and shared access can open other development possibilities, and some uses are economically viable because of low land costs or rents. When buildings account for less than 15% of land coverage, a significant amount of land existing for increasing the use density of the corridor.

Develop new projects that fill gaps.

Low building coverage, oversized parking lots, lack of relationships between buildings, and lack of connectedness create gaps in the continuity of a corridor. These disconnected destinations fail to reinforce each other, But gaps also create opportunities, where new commercial, office, or residential development can connect otherwise separated businesses. This helps create the sense of a mutually reinforcing district where one stop can serve multiple destinations.

Increase the number of intersections and decrease the length of undifferentiated stretches of road and land use.

Corridors like 71B are disorienting. Intersections relatively few and hard to read unless they are signalized. These corridors often lack landmarks or nodes of different densities. Even local residents report that they often miss their destinations or don’t know exactly where they are. Increasing street connections to the primary strip reduces frequency on individual curb cuts, improves wayfinding, and provides opportunities for landmarks and higher-density development nodes.



TRANSPORTATION FUNCTION AND CHOICE

Fix functional transportation problems, addressing capacity, access, and parking needs that exist today.

Most people travel to and through 71B and similar corridors by car, and are likely to do so in the future, despite plans for alternatives. Conflicts between local and through traffic, disorientation, lack of alternative links, intersection delays, and issues at the Fulbright/ College half-interchange can reduce safety, increase frustration, and ultimately hurt business. Addressing these issues creatively and continuing to provide an adequate supply of convenient and easy-to-use parking are critical, even as other modes of travel are introduced.

In addition, this also means maintaining or “right-sizing” street capacity to actual and probable future traffic volume. Therefore, where traffic volume demands a multi-lane section, as on North

College, it will be important to preserve capacity. On the other hand, where volumes are low or declining, as on South School, an effective strategy will change street design to maintain smooth traffic flow at desirable speeds.

Create a web of streets and alternative routes.

One consistent problem with commercial corridors (and 71B is certainly no exception) is a lack of local street connectivity and alternative routes. The result is a mix of local and through movements, frequent and sometime eccentric turning movements, and motorists traveling at a variety of speeds for a variety of purposes. The topography of Fayetteville creates special challenges, as 71B becomes the only direct through route from north to south and through the center of the city. A lack of local connectivity also separates the corridor from other neighborhoods and prevents development of adjacent development, like medium-density residential, that may not be appropriate along the strip but benefits from adjacency. A web of local streets that includes parallel circulators and cross-connections dramatically helps function and safety along the mainline by minimizing conflicts between through and local traffic streams, and provide routes to major locations that avoid the main

corridor entirely. As important, it helps provide adjacent development possibilities that can reduce the need for auto travel and increase use of active modes.

Provide sidewalk and off-road, shared use path continuity to link present and future residents with each other and corridor stores, restaurants, workplaces, schools, and public space.

An important benefit of corridor urbanism is the ability to use alternative means (walking, biking, or “scootering”) to travel from living places to other destinations within the corridor, or from other parts of the city to corridor destinations. Most of these internal trips will be less than two miles. This requires a robust, and barrier- and stress-free path network. Clearly sidewalk continuity along the corridor is a minimum requirement, but a continuous off-street or protected element that provides direct access to destinations is critical. This is especially true in Fayetteville, with shared use paths are fundamental parts of the transportation system.

In Fayetteville’s trail system, east-west connections to the corridor network from surrounding neighborhoods, using facilities like the Razorback Greenway and the future Sublett Creek Trail or on-street bikeways like the Rolling Hills protected bike lanes, will

also be very important. Active transportation access to the corridor is as much a priority as along the corridor.

Integrate public transportation into the corridor when appropriate.

Transit should be considered as an important component of mixed use planning of long urban corridors. Trip categories for transit and active modes are analogous. They include relatively short trips between origin points and destinations within the corridor and trips to corridor destinations from outside. However, regional public transportation adds another potential trip type – the commuter trip originating from residents on or near the corridor to outside destinations such as workplaces or other regional centers. In a transit world, this market builds mixed use density potential around stations: a rapid transit model.

In Fayetteville, the 2030 Transit City scenario was based on building density along a fixed rail transit line. On a long corridor that generates high-density mixed use development, this can serve both an internal market, connecting nodes or destinations several miles apart within the corridor, and an external market, connecting the corridor to destinations in the broader city or region.

Implementing a new rail start on a corridor like 71B would require a very large capital investment and, equally challenging, a major change in street sections, vehicular capacity, and overall behavior patterns and preferences by the general public. As a result, major rail projects in auto-oriented corridors, when proposed, have been extremely controversial and, as in the case of Columbia Pike in Arlington, Virginia, discontinued in the planning stages. Bus rapid transit (BRT), with lower cost and disruptions to existing travel patterns and land uses, has emerged as a more acceptable option and should be designed into the 71B concept.

Ultimately, though, integration of public transportation into a corridor should address three types of trips:

- Internal travel between points along the corridor.
- Inbound trips from outside to destinations within the corridor.
- Outbound trips from points within the corridor to destinations (including employment centers) outside.



URBAN ENVIRONMENT

Build a quality environment that is rewarding to people traveling at different speeds, from 3 to 50 mph.

People experience urban corridors at different speeds and our visual perception of the physical environment changes with those speeds. Most corridors (and 71B is no exception) are scaled to motorist speeds, which lack the detail and quality necessary to engage pedestrians. Even an unattractive streetscape can be tolerable to drivers who have a relatively narrow cone of vision and will not be spending much time in any one location. The street environment then should be engaging at three basic speed levels: pedestrians (3 mph), scooters and bicycles (12 mph), and motorists. However, people at all speeds require nodes and visual rhythm that provide both interest and orientation along the street.

Be certain that the environment responds to the needs of both



The residential/commercial interface. These homes, in Bloomington, Indiana, face a trail and shire service access (including garages) with a shopping center drive aisle on their rear elevation.



A commercial corridor that engages. Ventura Boulevard in Los Angeles with its iconic palm tress.

residents and businesses, and establishes a fabric based on connectedness.

Clearly, introduction of residential uses into what once was a commercial environment is essential to the concept of corridor urbanism. Residential use fills in the gaps in commercial strips, provides interest and continuity, and furnishes a customer base for businesses. Yet, business and residents have individual requirements that are sometimes in conflict. Businesses need parking, exposure, identification signs, lighting, and service areas, while residents need urban fabric, calmer streets, landscape, walkways, and, for many, a reasonable level of peace. These conflicting needs lead to the physical separation and buffering of uses that are typical of single-use zoning districts. And this physical separation can defeat the idea of corridor urbanism.

Careful site planning and a sensitive regulating plan can address these different needs and avoid both extremes of injecting apartment buildings unceremoniously into parking lots and separating adjacent uses by walls and buffers. These techniques and regulations should provide connectedness without conflict through such techniques as:

- Using public environments like

public open space, interior streets or drive aisles with a residential street character, and trail and greenway corridors to separate residential and commercial uses.

- Creating neighborhoods that cluster buildings that relate to surrounding commercial development but provide enough critical mass and common space to form an interior residential refuge.

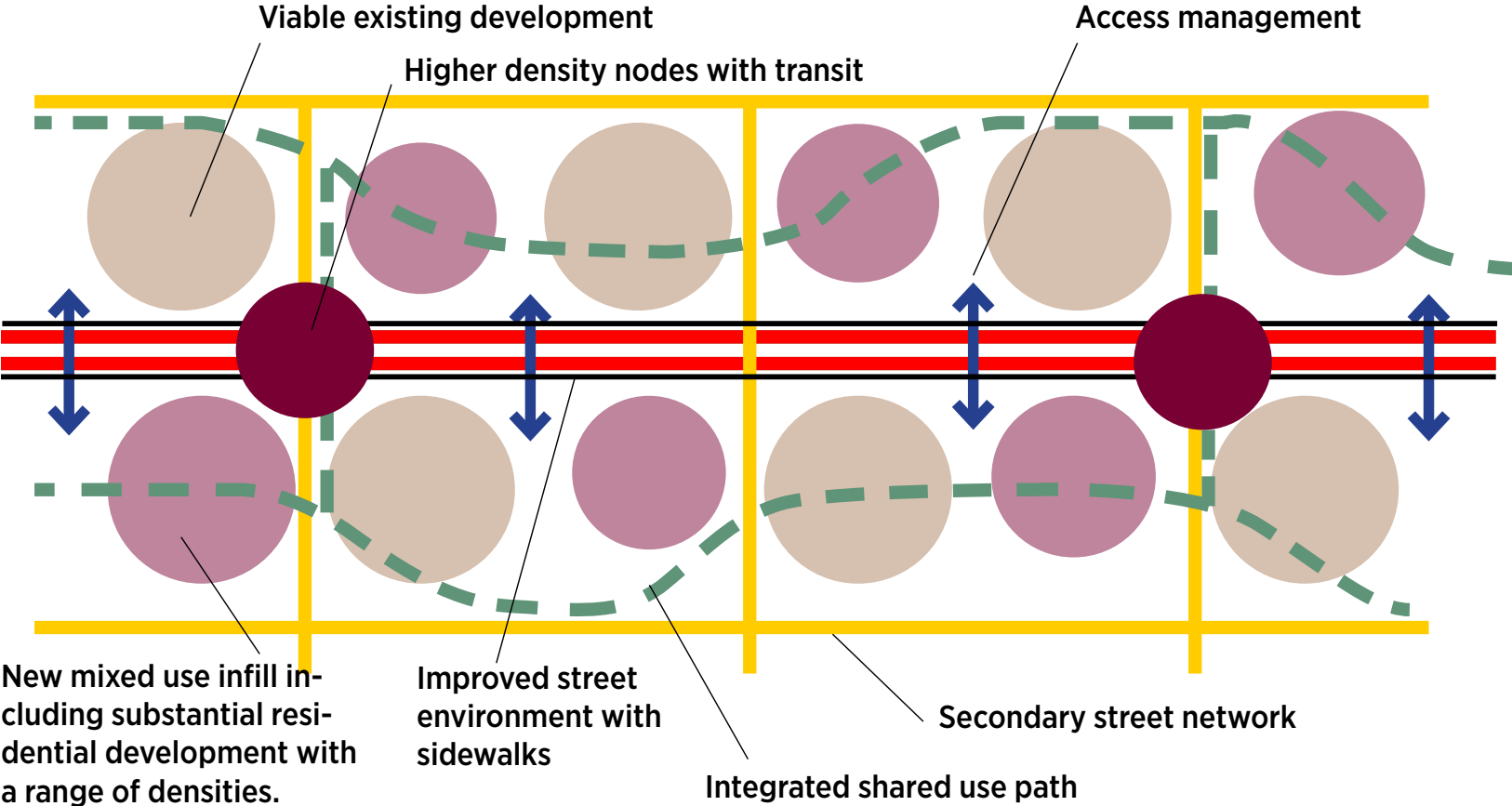
- Orienting commercial and residential service areas toward each other, or locate commercial service areas in places that avoid impact on neighboring residential development.

- Placing lower-density residential farther away from the main street and close to pre-existing neighborhoods.

- Managing the size and visibility of commercial signage, focusing signage toward the main corridor.

Create personality, texture, and social space.

Traditional commercial strips developed as corridors to drive through or to a single destination. A few, like the Las Vegas strip or Ventura and Sunset Boulevard in Los Angeles, do create a unique image and sense of space, but most corridors are generic. Consequently, they rarely include public space or human-scaled elements. Corridor urbanism envisions the strip itself as a place, and part of that is achieved by



creating individual character and amenity areas along the way.

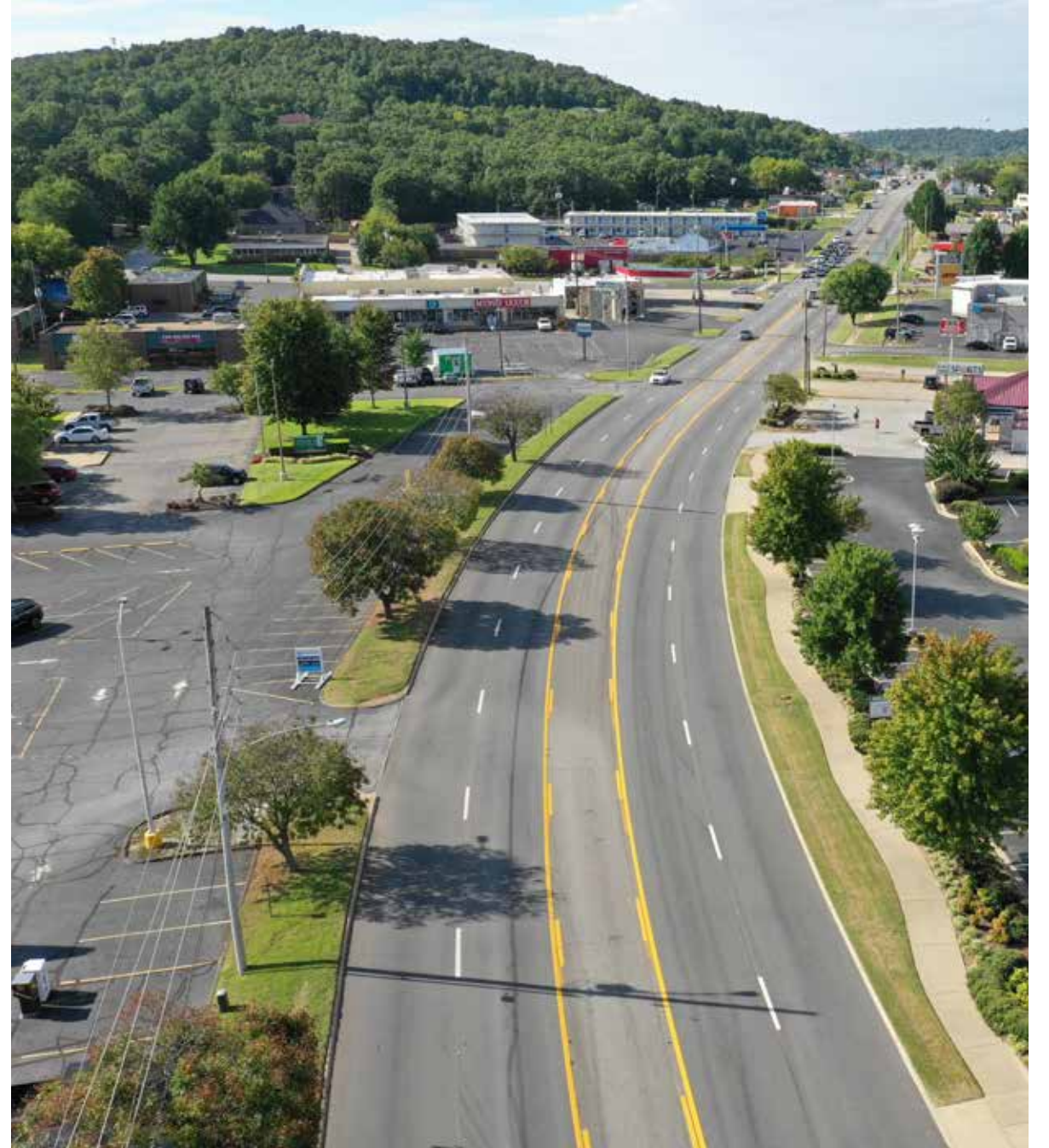
On 71B, logical locations for these special places include trail access points, drainageways and flood zones, intersections, and right-of-way that is vacated by street realignments.

Corridor Urbanism on 71B. This diagram describes how the major principles of Corridor Urbanism combine to create a more economically and environmentally sustainable 71B. Components include mixed use infill with a major residential component on underused land and excessively large parking lots; a network of secondary circulators and access roads to serve local traffic and expand points of orientation;

access management; high density nodes at key intersections; an improved functional and aesthetic street environment; and a continuous system of shared use paths connecting everything together.

It bears repeating the building a resident population is a key unifying priority of this plan. A major avenue toward commercial revitalization is building a customer base with easy auto-

free access to businesses. And, conversely, active and diverse retail, service, and hospitality businesses, combined with quality residential development, can transform College and South School into great neighborhoods. The illustrative plans displayed in the next chapter envisions development of up to 3,000 new residential units along the 71B study corridor.



6/THE FRAMEWORK PLAN

The principles of Corridor Urbanism are derived from the contexts and opportunities presented by the 71B corridor and its three constituent segments – South School Street, Archibald Yell Boulevard, and College Avenue– but provide a model that is relevant to other corridors seeking redirection in a dramatically changing commercial economy. This chapter applies the principles more specifically to the 71B corridor and addresses three interacting framework: access, development, and urban. The access framework considers transportation and connectivity; the development framework addresses possibilities and patterns for land use and new development; and the urban environment describes community and public space and all the three frameworks interact to create a unified but multi-nucleated urban corridor.

Note:

This Plan is intended to illustrate transportation concepts, street design, and other public improvements and how general plan principles might be applied to private sites along the corridor. While it suggests potential private development possibilities to private property owners and developers, it in no way is intended to propose redevelopment of specific sites.

THE ACCESS FRAMEWORK

Route 71B and its predecessor facilities developed as the primary transportation route through Northwest Arkansas, connecting its communities and becoming its primary artery for commerce. Appropriately, concepts for a future multi-modal, urban corridor start with the supporting transportation structure. The transportation system analysis in Chapter Two suggested that many of the functional and safety problems along 71B, and primarily the College Avenue segment, stem from a dependence on this single corridor for regional, intra-city, and local movements. This is largely caused by the lack of a web of connecting streets to provide alternatives for moving to, through, and around the corridor.

OVERALL STRATEGIES

The overall Transportation Framework, then, proposes the following strategies:

- Developing a street network that complements North College Avenue and to a lesser degree South School Avenue. This provides alternative routes for local circulation, helping to reduce congestion, traffic conflicts, and potentially crashes along the street and at major intersections.
- Managing access along the corridor and reducing the number of driveway cuts and turning conflicts. Techniques to retain good local access include building alternative routes, providing more public street intersections to replace curb cuts and improve user orientation, and establishing shared access points with better interconnections among existing parking lots and driveways.
- Modifying street sections along 71B itself to improve pedestrian and in some cases bicycle access, calming traffic where needed, and “right-sizing” segments of the corridor to be more consistent with actual traffic volume.
- Improving major points of congestion and clusters of crashes.
- Improving pedestrian and bicycle crossings of the corridor.
- Developing a parallel shared use path system that provided access to most of the corridor’s present and future destinations and connects to the regional trail system, including the Razorback Greenway and the planned Sublett Creek Trail.

- Enhancing public transportation for local access and accommodating a future regional bus rapid transit (BRT) line with specific station stops.
- Using the above features to open land for future mixed-density development with a major residential component.

ACCESS FRAMEWORK COMPONENTS

The Access Framework is built on the following components, illustrated in the Access Framework Maps on successive pages.

71B Main Line

This is the main South School/Archibald Yell/College Avenue route between Cato Springs and the north city limits. Starting from the south, South School with its high capacity and relatively low volume would be converted to three-lane section (two direct and a center two-way turn lane) with protected bicycle lanes and continuous sidewalks on both sides. The Fayetteville Mobility Plan proposes a three-lane section with a shared use path and sidewalk for the Archibald Yell segment. The North College segment between North and Millsap would retain four through lanes with a raised median or a two-way center turn lane, depending on specific contexts and access needs.

Where techniques like interconnected parking lots, shared driveways, “slip lanes,” redesigned parking lot circulation are feasible without adverse impact to businesses, medians would be used to reduce traffic conflicts, increase safety and pedestrian access, and improve visual quality. Where land use patterns make this impossible, two-way turn lanes will be used, using patterned pavement to provide better definition and appearance.

Existing Circulator and Collector Streets

These existing streets either complement College and South School or provide east-west access to provide alternative routes to the main corridor. They are the foundation of the local street network and can provide routes for local traffic with better connectivity. For example, Villa Boulevard and Plainview parallel College could help relieve local traffic on College. But Villa’s angle of intersection with College is very acute and is currently closed and Plainview is discontinuous. Sunbridge, Drake, Appleby, Rolling Hills, Harold, Longview, and Millsap all connect to the College corridor from the west and east. However, these streets sometimes have offset intersections or lack connections to other functional streets. As a result,

this part of the corridor still depends on College for both local and regional circulation.

New Circulator/Collector Streets

New street segments can complete new routes to reduce local and turning traffic on College. Some of these new connections would also serve new development areas. The most important and promising of these is combining Appleby Drive and an extended Plainview Avenue to create a north-south parallel route. This new route establishes a new public street through the existing Fiesta Square parking lot and would ultimately connect across the Fulbright Expressway to Mall Avenue. Rolling Hills Drive would intersect to this new street with a roundabout within the current Fiesta Square site. Connections of Longview, Masonic, and Harold west to the new Plainview connection completes an effective circulation grid to relieve local traffic on College. Realignment of Masonic and relocation of the traffic signal to the south can provide a better western access for the Whole Foods center, and increase the distance between signals at Millsap and Masonic. Extending North Front south to Harold Street with future redevelopment relieves the lack of an outlet for Millsap east of College and provide a circulator route for businesses and development on the east side of College Avenue.

Major Intersection Redesign

Some major intersections in the 71B study area present chronic problems for all users and warrant special consideration. These include the Archibald Yell/Rock/and College intersection and the North College/Fulbright Expressway interchange. Both were addressed in the Mobility Plan, and refined concepts are provided later in this plan.

Private Connected Circulation Routes

These are drives or parking aisles that either are or can be connected to provide better access between individual properties. They can help reduce the number of curb cuts along the street, again reducing traffic conflicts. When two-way turn lanes are used on parts of College, these curb cuts should line up across from each other wherever possible.

Off-Street Trail Network

The Access Framework and street sections propose continuous sidewalks on both sides of South School and College Avenue, and upgrading the existing sidewalk on at least one side of Archibald Yell. Beyond sidewalks



on the main line itself, the framework includes an off-street shared use trail network that approximately parallels North College on both sides and accommodates pedestrians, bikes and other human powered modes, and other low-impact personal mobility devices. These paths run behind existing buildings, through or along potential development sites, along local or collector streets, and occasionally in front of existing development or parking lots. They also connect the corridor and proposed development to the regional Razorback Greenway and the Mud Creek, Town Branch, Cato Springs, and future Sublett Creek Trails. Ultimately, these links will produce continuous paths that connect future residents along the corridor to its commercial and community destinations..

On-Street Bikeways

On-street facilities are proposed as part of the right-sizing of South School from Cato Springs to MLK Drive, linking the Cato Springs Trail, Razorback Greenway, and Town Branch Trails, all of which intersect the corridor. Other key on-street facilities this segment include the Appleby/Rolling Hills system, using standard and protected bike lanes to link North College to the Razorback Greenway on the west and the Old Missouri/Old Wire Road system on the east. Experimental protected bike lanes through Fiesta Square and along Rolling Hills were installed in 2018 and their performance is being evaluated. The east-west Poplar Bikeway is currently a signed, shared roadway connecting the Razorback Greenway, College Avenue, and the future Sublett Creek Trail.



Urban Intersections

The plan increases the number of clear street intersections to 1) reduce the need for mid-block driveway cuts and 2) improve people’s orientation and sense of where they are relative to the destinations they are trying to reach. These intersections also provide opportunities for placemaking and higher-density development. Potential nodes include Cato Springs, 15th Street, MLK Drive, and South Street along the South School/Archibald Yell segment; and Memorial Drive, Sycamore, Poplar, Green Acres, Colt Drive, Township, Sunbridge, Golden Eagle, Drake, Rolling Hills, Harold, Longview, relocated Masonic, and Millsap. These are further categorized as signalized and non-signalized intersections on the Framework maps.

Transit (BRT) Stations

Depending on feasibility, a regional Bus Rapid Transit line would operate along the 71B corridor from Fayetteville to Bentonville, serving stations in Fayetteville, Springdale, Rogers, and Bentonville. College Avenue also has local bus service through Ozark Regional Transit, which has recently been enhanced with new vehicles and more frequent service. A concept for BRT stations on the corridor anticipates a turnout bus and right-turn only lane at station stops, combined with a signal control that allows the bus operator to hold a green light. This technique, combined with far side stops, allows the bus to bypass a queued traffic at these intersections. BRT stations may also include such features as high amenity shelters, protected bike storage, Internet hot spots, digital arrival information, and high-level loading. Possible College Avenue stops include the VA (North Street),



BRT station planned for construction on Omaha's central Dodge Street corridor. This system is scheduled to begin service in 2020.

Township, Millsap, Rolling Hills, and Zion Road. These stops should also include trail connections for people using active modes to connect to the rapid line.

SOUTH CORRIDOR FRAMEWORK: CATO SPRINGS TO ROCK STREET

71B Main Line

- Converting South School Avenue to a three-lane section (two direct and a center two-way turn lane) with protected bicycle lanes and continuous sidewalks on both sides. On-street parking may be included as required by adjacent redevelopment.
- Implementing the recommendations of the Fayetteville Mobility Plan, which suggest converting Archibald Yell to a three-lane section with improved pedestrian and bicycle access. Installing a traffic signal at the South Street.

Circulator/Collector Streets

- Better connection and definition of 7th Street between Locust and School as a public street rather than private driveway.
- New short street connections to serve redevelopment that may include new research center access to South School, an access loop between Salvation Drive and 13th Street, a continuation of 13th Street east of South School, and an 8th Street connection between Church and School.

Intersections

- Improved pedestrian crossings at Cato Springs Road and 11th Street, including a refuge median at 11th to complement existing trail crossings and provide direct access to the existing commercial strip center..
- Installing a signal at South Street and Archibald Yell.
- Redesigning the Archibald Yell/College/Rock intersection to separate conflicting movements and create a safer pedestrian environment.

Private Connected Circulation

- Loop on east side of School for redevelopment, aligning with Research Center Blvd. and Cato Springs Road.
- Interconnected parking lot and alley to improve links between existing uses, including a busy strip center, between 11th and 15th.

Active Transportation Features

- Continuous sidewalks or sidepaths on South School.



Archibald Yell and College Intersection Concept

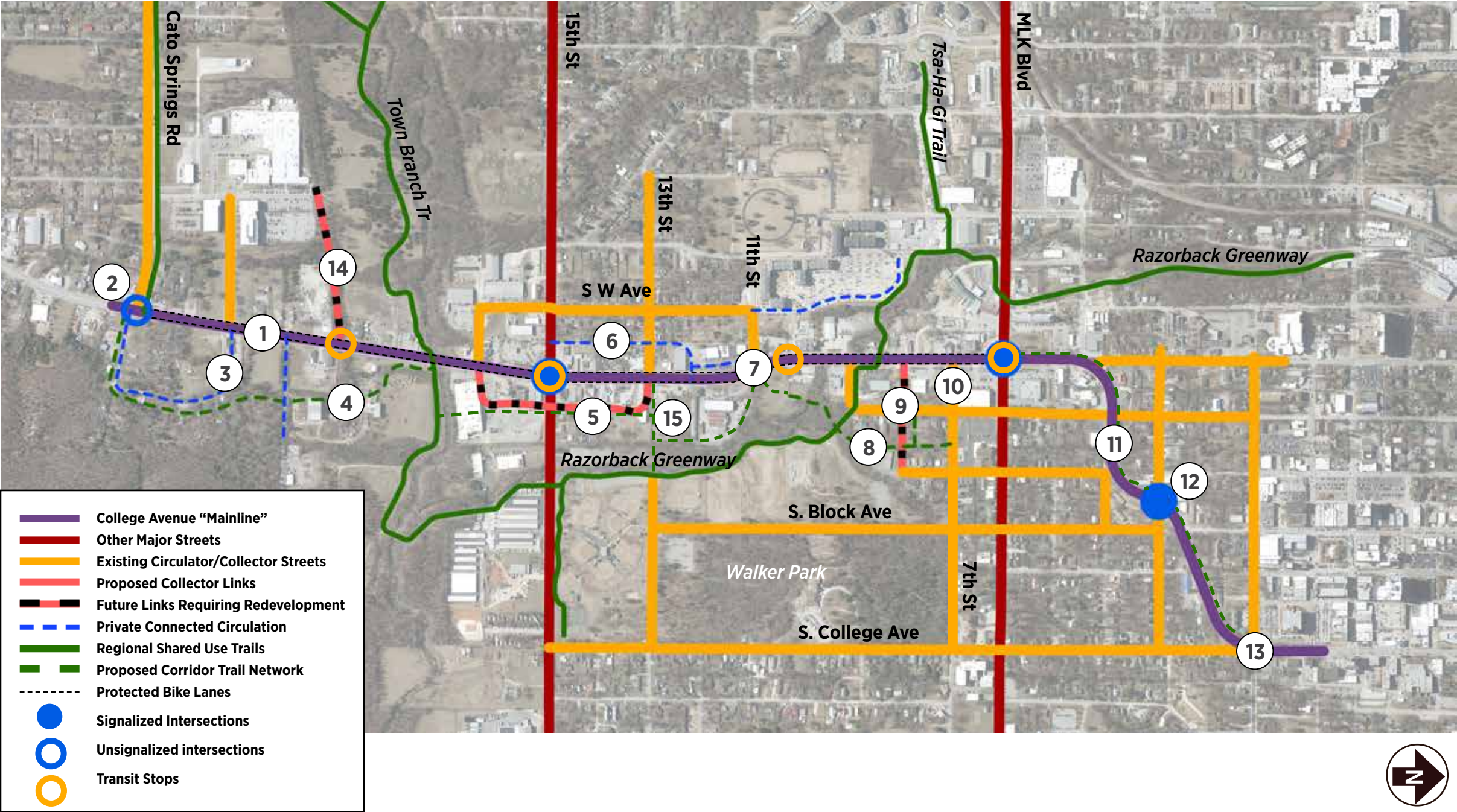
This concept is designed to separate traffic conflicts while respecting the difficult topography of this site. Westbound Rock is realigned slightly to the north. Northbound traffic from South College and Archibald Yell merge into College north of Rock in distinct lanes. Southbound College movements have a continuous dedicated left-turn lane to both Rock and South College. Pedestrians on the favored north side of Archibald Yell and east side of College have clear and easily define paths through the intersection.

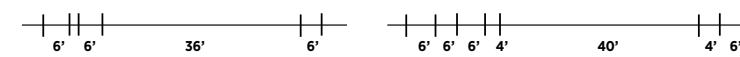
- Trail on east side with new development to connect the Town Branch and Cato Springs Trails. Trail link on east side through potential development areas linking 7th and 11th Streets.
- Improved access with trail connections and creek bridges to connect South School with Walker Park and the Razorback Greenway.
- Protected bike lanes as part of South School lane reallocation.

FIGURE 6.1: South School/Archibald Yell Framework Components

1	South School Avenue to 3 lanes, protected bike lanes, and continuous sidewalks
2	Upgraded pedestrian crossing with redevelopment at Cato Springs
3	Loop drive with redevelopment connecting Cato Springs and Research Center Blvd.
4	Trail connection with redevelopment between Cato Springs and Town Branch Trails
5	New circulator street with redevelopment between Salvation Drive and 13th Street
6	Interconnected alleys and drives between 11th and 15th Streets
7	Upgraded pedestrian crossing with refuge median at 11th
8	Trail connection and creek crossing with redevelopment between 7th and 11th
9	Street connection with redevelopment between Church and S. School
10	Improved street definition of 7th Street
11	Modification of Archibald Yell with shared use path on one side
12	Signalized South Street intersection with pedestrian crossing
13	Redesign of College and Archibald Yell intersection
14	Second Research Center access as shown in campus plan
15	South School to Walker Park trail connection with new creek crossing

Shaded rows indicate projects that require redevelopment





60-foot Road Channel with Protected Directional Bicycle (Mobility) Lanes



South School section

South School currently provides two lanes in each direction with a continuous two-way turn lane within two sections: a 60-foot width north of Town Branch Creek, increasing to 64 feet south of the creek. Traffic volume on this part of the corridor can be accommodated by a three-lane section and both this plan and the Mobility Plan recommend this lane reallocation. Several alternatives exist for using the balance of this street channel. These alternatives include 7-foot directional protected bike (or mobility) lanes with a 5-foot buffer (illustrated above) and a 10-foot two-way protected mobility track with a 6-foot buffer and an 8-foot shoulder on the opposite side (illustrated at right). This shoulder could be used for right turns or even on-street parking if the

60-foot Road Channel with Protected Two-Way Bicycle (Mobility) Track



need emerged with adjacent redevelopment. The 64-foot section can accommodate on-street parking on both sides with a reduction in the buffer to an acceptable 3-feet. The mobility track in both options is adjacent to the west side curb. The separation between travel lanes and the bicycle facility may be accomplished by parking, a painted buffer, bollards, planters, or a raised median.

The concept section also includes a desirable 6-foot sidewalk with a typical 6-foot sidewalk on the west side with an 8 to 10-foot sidepath on the east side for best access to Walker Park and adjacent regional trails.

64-foot Road Channel with Protected Two-Way Bicycle (Mobility) Track and 2-Sided Parking



South School perspectives
Right: Rendering of section with buffered directional bike (mobility) lanes. Far right: Preferred concept with two-way cycle track on west side of street and parking shoulder, with sidepath on east side. The separation between travel lanes and the bicycle facility may be accomplished by parking, a painted buffer, bollards, planters, or a raised median.



MIDTOWN FRAMEWORK: NORTH TO TOWNSHIP

71B Main Line

- Maintenance of two travel lanes in each direction with either medians or two-way center turn lane. Potential new intersections at Poplar, Green Acres, Colt Square, and Colt, and access management to reduce and align driveway cuts make medians with protected left turn pockets feasible through most of this segment. In some segments where medians would deny reasonable access to property from either direction, two-way turn lanes are used with patterned pavement to provide better definition and appearance.
- Continuous six-foot sidewalks behind a typical six- to eight-foot tree lawn/sidewalk setback. Sidewalk setback may vary with local topography and property lines.

Existing Circulator/Collector Streets

- Improved use of Green Acres Drive as a local service street by realigning the intersection at College to 90 degrees from its current sharp acute angle. This permits turns to and from Green Acres in both directions and, along with a median break and shared driveway connections, provides access to the “restaurant row” on the west side of College, providing an alternative for local customers. Vacated Green Acres segment becomes a green space and potential catalyst for new development.
- Signalized intersection at Poplar, with better pedestrian/bicycle crossing and link to Sublett Creek Trail. Poplar links the corridor to the Razorback Greenway.

New Circulator/Collector Streets

- Extension of Colt and Colt Square Drives between College and Green Acres to improve local circulation function of Green Acres.
- Street segment between Fiesta Square north service road and Sycamore, serving a potential development site.

Private Connected Circulation

- Redesign of Evelyn Hills parking lot, envisioning circulation drive along building front as an interior street with continuous pedestrian access.

- Interconnection of interior drives between Poplar and Colt Drive to reduce individual curb cuts and connect restaurants into a district. Private connection of these drives to Green Acres to provide alternative access to the district. This also helps connect Elm Street to the corridor.

Regional Shared Use Trail Connections/On-Street Bikeways

- Path extension would connect Sublett Creek Trail and eastside neighborhoods to College Avenue corridor, continuing to Poplar intersection.
- Upgraded Poplar Bikeway. Poplar is the most direct and comfortable route from the Midtown segment of College to the Razorback Greenway. It is currently a shared roadway with street sections varying from 27 to 35 feet and discontinuous sidewalks. Best long-term solution is a shared use sidepath; short term action would use advisory bike lanes, more visible than the current shared lane markings.

College Avenue Trail Network

- Shared use path network would parallel College on both sides and would accommodate pedestrians, bikes and other human powered modes, e-bikes, scooters, and other low-speed conveyances.
- Initial phase to connect Sycamore and Colt Square Drive, serving Woodland Junior High.
- East side corridor path extends Sublett Creek Trail to Township Street.

Urban Intersection Nodes

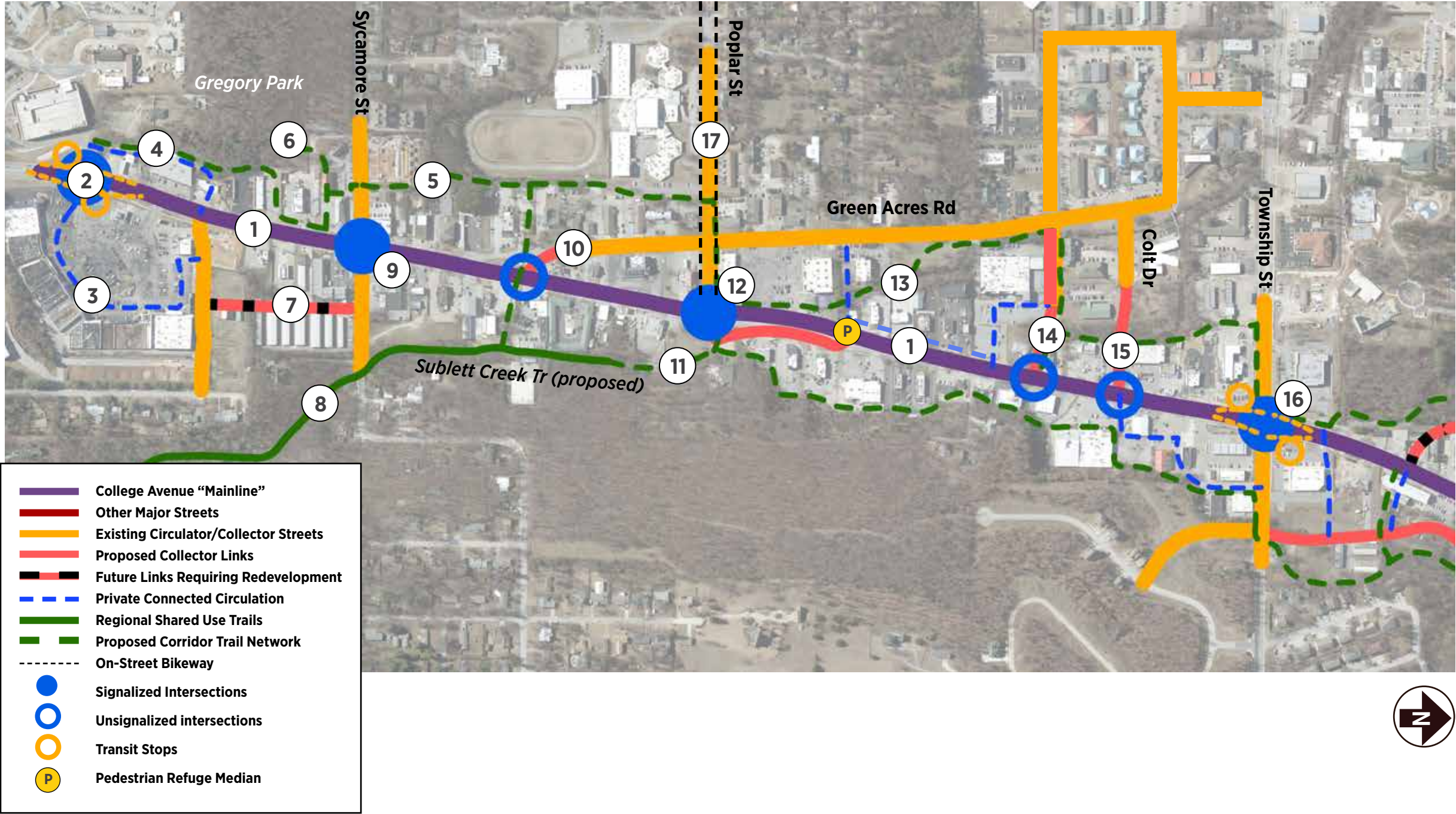
Increased number of clear street intersections to 1) reduce the need for mid-block driveway cuts and 2) improve people’s orientation and sense of where they are relative to the destinations they are trying to reach. Includes new or redesigned intersections at Green Acres, Colt Drive, and Colt Square Drive,

High visibility crosswalks with refuge medians if possible at signalized intersections. These include Memorial Drive, Sycamore, Poplar, and Township. Signal installation at Poplar.

A pedestrian refuge median between Poplar and Township in the “restaurant district.”

NORTH TO TOWNSHIP FRAMEWORK COMPONENTS	
1	North College Ave with 4 travel lanes, median with protected left turns or two-way turning lane where necessary, access management, and continuous sidewalks on both sides.
2	Upgraded pedestrian crossing and potential BRT station.
3	Interior street with Evelyn Hills redesign.
4	Extension of Memorial Drive as rear service street with future redevelopment.
5	Continuous shared use path, serving residential redevelopment and connecting to Poplar Bikeway.
6	Path connection to Gregory Park.
7	Connecting street between Evelyn Hills north service road and Sycamore Street with future redevelopment.
8	Proposed Sublett Creek Trail
9	Sycamore Street node. Redevelopment possibilities on northeast and southwest quadrants.
10	Redesign of Green Acres intersection to 90-degree alignment, green space, and possible redevelopment.
11	Extension of Sublett Creek Trail to connect to Poplar Bikeway and extend north to Township behind existing and future development.
12	Upgrade and signal installation at Poplar Street.
13	Shared use path and greenway along drainage to Colt Square, connecting back to Township.
14	Colt Square Drive connection to College
15	Colt Drive connection to College
16	Township intersection node with upgraded pedestrian crossing and potential BRT station.
17	Improved Poplar Bikeway to Razorback Greenway

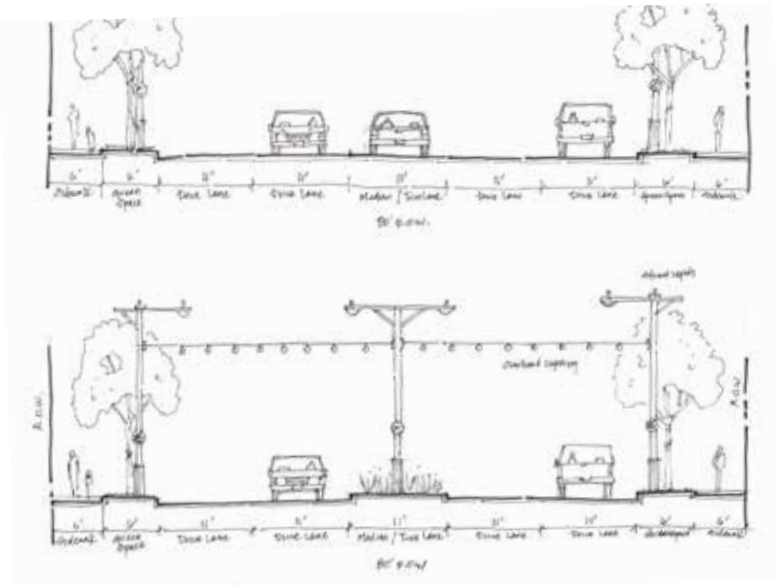
Shaded rows indicate projects that require redevelopment



Transit (BRT) Stations

Two potential locations for transit stations in the North to Township segment: Memorial Drive and Township Street.

- Memorial Drive’s signalized intersection provides relatively good pedestrian access to the VA Campus. A high visibility crosswalk would provide a safer connection to Evelyn Hills. Memorial Drive also has less turning traffic than North Street, the other primary station location candidate for this general area.



Midtown Street Section

The typical right-of-way width in the Midtown segment is 80 feet



College Avenue Concept.

Plan at left provides a section with 2 direct lanes in each direction and a center median with left-turn pockets at intersections and aligned curb cuts were possible, or a two-way turn lane where required to provide reasonable access to property. Access management techniques include interconnected drives or parking lots, which in some cases have the continuity of slip lanes, parking lot redesign to align curb cuts on opposite sides of the street, and extension of streets to form new intersections. A pedestrian refuge median with a “ceiling” of lights is used in this segment, with its grouping of restaurants, to create a distinctive Restaurant District.

Median landscaping is important and is shown here for illustrative purposes. Actual landscape materials should be selected for both visual impact and durability in a relatively inhospitable center of the street environment. Tree cover and shade should also be incorporated into median landscape design.



Ceiling of lights. These lights are installed over a major street connection in the traditional city center of Wauwatosa, WI



College Avenue Concept. From left: Sketch of an initial North to Township segment of the street; close-up plan of the Township intersection, illustrating bus rapid transit (BRT) and right turn only turnout lanes; and a rendering of the Township intersection. A bus turnout lane can provide room for transit to bypass a traffic queue and to control the signal at this location. This provides the BRT with a distinct time advantage over automobiles at busy intersections. Intermediate medians and a wide nose at the center median provide pedestrian refuges that break up the width of the street. A greater orientation toward transit, substantial residential development along and adjacent to the corridor, and increased use of active transportation modes could lead to a future reconsideration of the nature of College Avenue that could ultimately include enhanced transit such as light rail and more intensive development at intersections like this one. An alternative concept would place the transit stop in the outer travel lane. This avoids the increase in pedestrian crossing distance but places the BRT in the line of regular traffic, eliminating its potential time advantage at intersections.

UPTOWN FRAMEWORK: TOWNSHIP TO MILLSAP

71B Main Line

- Maintenance of two travel lanes in each direction with either medians or two-way center turn lane. Potential new or redesigned intersections with cross-access at Villa, Drake, Golden Eagle Drive, Harold, and revised Masonic with access management to reduce and align driveway cuts and make medians with protected left turn pockets feasible through most of this segment. As with other segments, when medians would deny reasonable access to property from either direction, two-way turn lanes are used with patterned pavement to provide better definition and appearance.
- Continuous six-foot sidewalks behind a typical six- to eight-foot tree lawn/sidewalk setback. Sidewalk setback may vary with local topography and property lines.

Existing Circulator/Collector Streets

- Realignment of the now closed Villa Boulevard intersection, analogous to the realignment of the Green Acres intersection. This provides better access for all modes of travel to College Avenue from densely-populated residential areas between College and Gregg.
- Longview Street segment, completing a connection between the medical district and the College corridor with continued connection across College to the Market-Lee-Hemlock collector described below.
- Plainview Avenue gap-filling segment between Fiesta Square and Millsap, providing a local access reliever on a particularly congested part of the main corridor.
- Direct linkage of Appleby to the Plainview extension, with a connection to Rolling Hills at a roundabout within the Fiesta Square property, as discussed below.

New Circulator/Collector Streets

- Major element of the transportation strategy for this part of the corridor.
- West-side relief collector, created by connecting Appleby to a Plainview extension with redesign of the Fiesta Square site and redevelopment of the shopping center’s frontage. This collector would be developed as a public street through the eastern edge of

the redesigned Fiesta Square parking lot. Rolling Hills Drive would be connected across the existing signalized intersection, and would intersect the Appleby-Plainview collector in a roundabout, creating a connected system. This collector can be extended across the Fulbright Expressway, linking to Mall Avenue and the center of the Mall District. This key connection, combined with the Longview gap-filling segment and other projects described below, provides more comfortable access alternatives from areas west of College to major corridor destinations.

- East side collector, created by connecting Market Avenue, Sara Lane, Lee Avenue, Hemlock Avenue with future redevelopment of the existing shopping center at College and Longview and revised site design of existing development between Rolling Hills and Harold. This

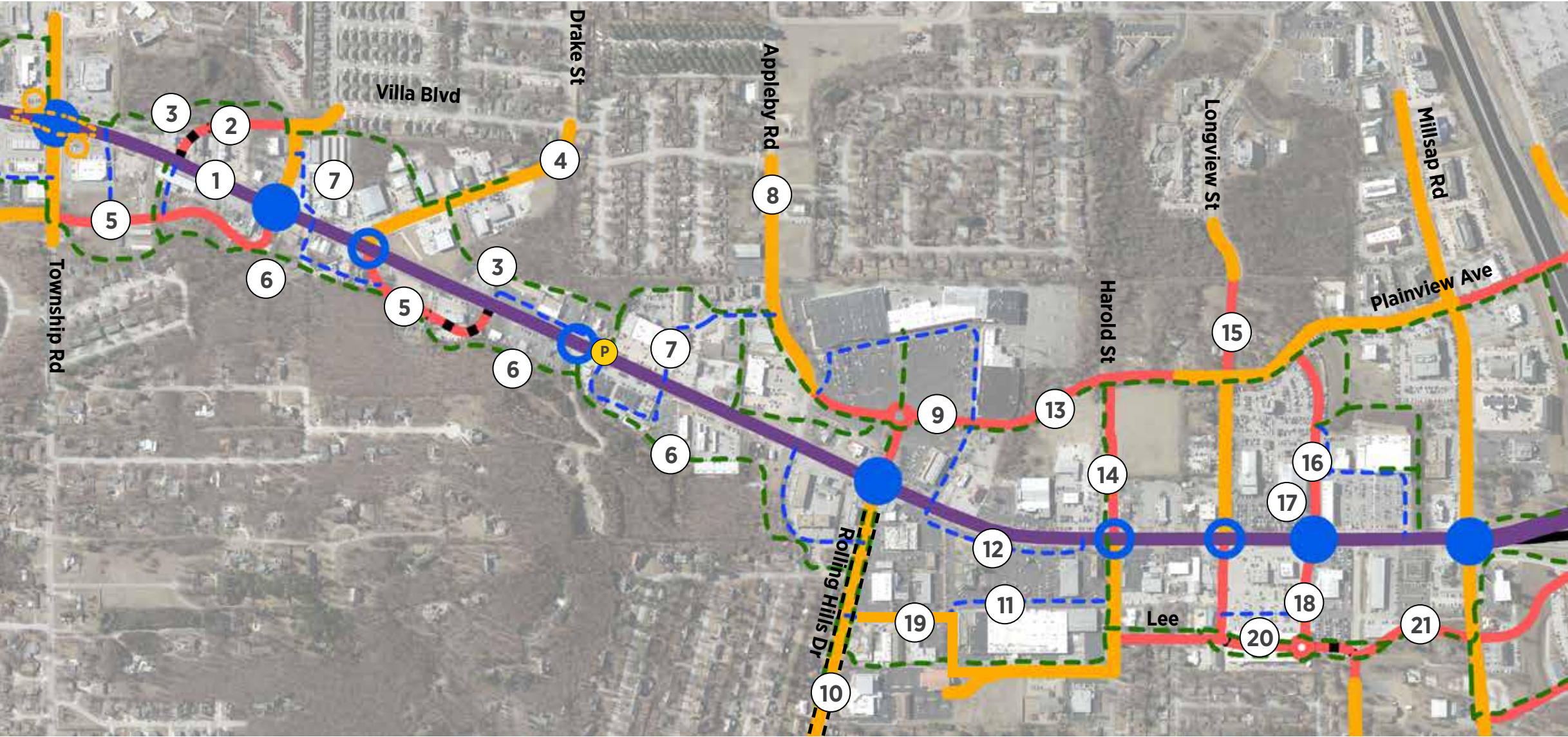
NORTH TO TOWNSHIP FRAMEWORK COMPONENTS	
1	North College Ave with 4 travel lanes, median with protected left turns or two-way turning lane where necessary, access management, and continuous sidewalks on both sides.
2	Villa Blvd intersection redesign
3	Continuous shared use path on west side of corridor
4	Drake Street right-sizing with bike lane/shoulders
5	Rear collector connection to serve potential redevelopment, linking Township with Sunbridge intersection
6	Continuous shared use path on east side of corridor
7	Aligned shared curb cuts on opposite sides of College
8	Appleby bike lanes with connection to Razorback Greenway
9	Appleby-Plainview connection and roundabout to Rolling Hills with possible Fiesta Square parking redesign and new development
10	Rolling Hills protected bike lanes to Old Missouri/Old Wire path system.

can then connect to a realignment of the North Front intersection at Millsap, extending the collector system to Joyce Boulevard, discussed in the Mall District section.

- New Masonic Drive route and connection between proposed east-side collector, College, and Plainview. Between College and Plainview, this would follow a relatively flat route on the north side of the Lewis Ford lot. Options east of College to an extended Hemlock Avenue include using the south edge of the Superior Nissan site, compensated

NORTH TO TOWNSHIP FRAMEWORK COMPONENTS	
11	Interior street continuity with redesign of office and retail developments north of Rolling Hills, with connection to future Market-Lee-Hemlock collector
12	Shared front driveways/slip lane with access consolidation
13	Plainview connection to provide continuous local collector on west side to Millsap and eventually to Mall.
14	New Harold Street connection linking Plainview collector and College corridor.
15	Street segment to fill Longview Street gap to west side development areas
16	New Masonic alignment between Whole Foods and Lewis Ford to provide alternative local access to shopping center
17	Relocation of Masonic Street signal to south; existing Whole Foods shopping center access is retained
18	New alignment for Masonic Street on south side of Superior Nissan or north side of shopping center lot. Possible land trade with auto dealership involving existing Masonic Street right-of-way.
19	Connection of Market Avenue and shopping center service drive and/or Sara Lane into a unified route between Rolling Hills and Harold, aligning with Lee Avenue north.
20	Shopping center redevelopment that includes continuation of the east-side collector using a continuation of Lee Avenue and connection to a Hemlock Avenue extension.
21	Extension of Hemlock south of Millsap to Masonic, completing the east side collector south to Rolling Hills.

Shaded rows indicate projects that require redevelopment



by a land swap for the existing Masonic right-of-way, or use of the north drive of the existing shopping center. A new access would be developed from the new Masonic alignment to College Marketplace, and the existing traffic signal at Masonic would be relocated to the south, providing more separation from the Millsap intersection.

- With redevelopment, a circulator link between Township Road and the Sunbridge and College intersection, extending Shiley Drive north of Township. This would provide a bypass for some eastside traffic around the Township intersection.

Private Connected Circulation

- Redesign of Fiesta Square parking lot, envisioning circulation drive along building front as an interior street with continuous pedestrian access.
- Aligned and shared driveway cuts, connecting the proposed eastside and westside collectors and College, effectively creating a web of local access ways around the main line.
- Maximum interconnection of interior drives to form slip lanes and incorporation of large rear service and drive areas into the overall circulation system across property lines.

Regional Shared Use Trail Connections/On-Street Bikeways

- New development and access configuration at Fiesta Square will maintain the connection (now a pilot project) to connect the Razorback Greenway and Old Missouri/Old Wire bicycle facilities. This bridges the gap between the Appleby bike lanes and Rolling Hills protected bike lanes.
- An extended bike route west is available by using the Scull Creek Trail portion of the Greenway to Drake Street.

College Avenue Trail Network

- Shared use path network paralleling College on both sides and to accommodate pedestrians, bikes, e-bikes, scooters, and other low-impact mobility conveyances.
- East side route generally follows the base of the hills and uses surplus space through or adjacent to service areas behind buildings and new routes through potential redevelopment projects.
- West side corridor follows rear property lines and available existing separations between buildings to connect back to College between Township and Rolling Hills. It continues along the Fiesta Square

bikeway connection and then north as a sidepath along the Plainview connection.

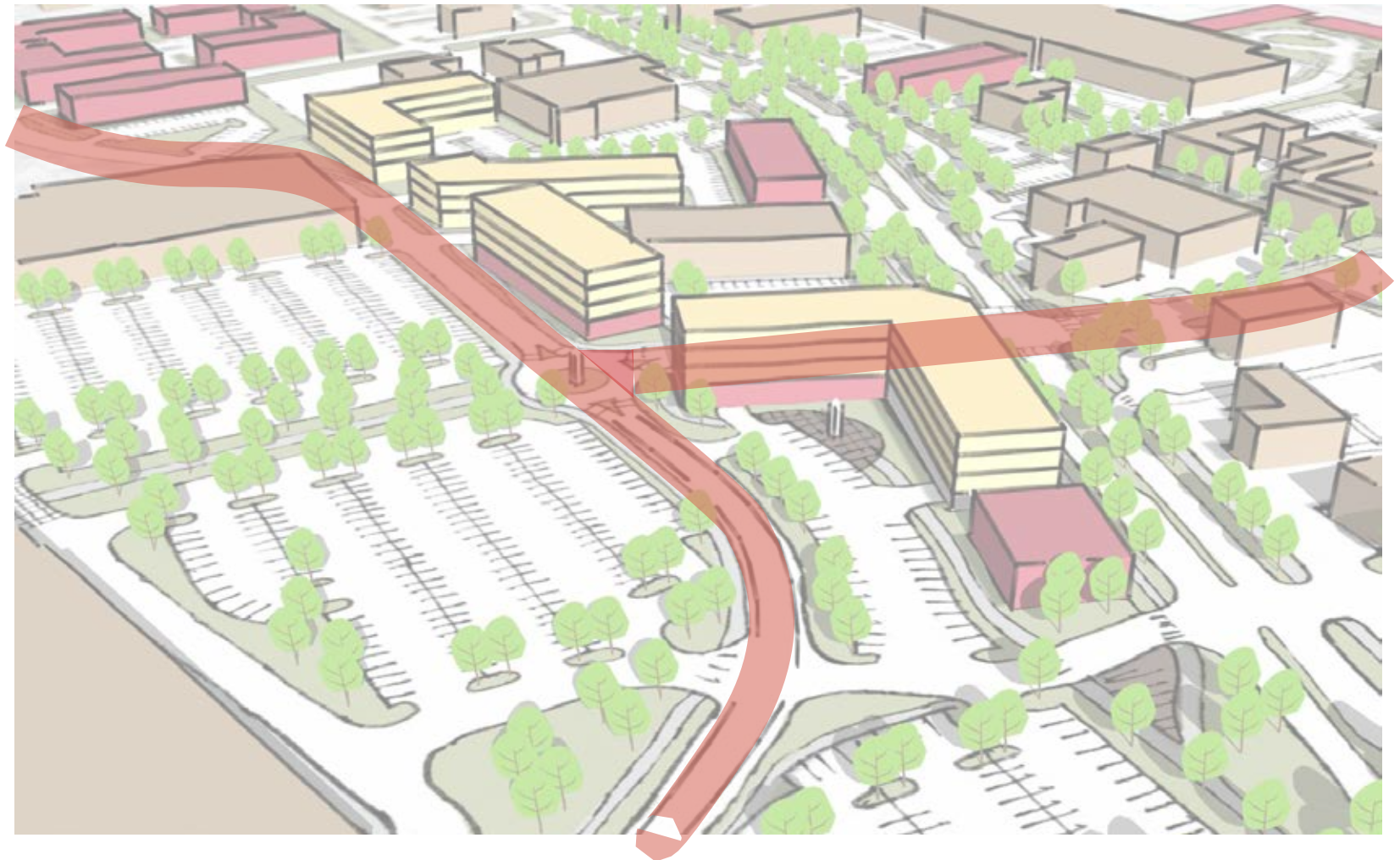
Urban Intersection Nodes

- High visibility crosswalks with streetscape elements and refuge medians if possible at signalized intersections. These include Sunbridge, Rolling Hills, Masonic, and Millsap.
- Protected pedestrian crossings with refuge median at or near Golden Eagle and Harold.

Transit (BRT) Stations

- Potential BRT stop at either Rolling Hills or relocated Masonic, depending on development objectives. Only one stop is needed in this segment, and choice may depend on timing of redevelopment.

Diagram displaying the Appleby/Rolling Hills/Plainview link at Fiesta Square (highlighted in red)





Trail continuity. The transportation concept assembles a continuous shared use path on both sides of 71B that connects proposed housing to commercial, entertainment, and recreation destinations. This path uses a number of different routes and settings for facilities, winding through new projects that should be designed to accommodate then and existing and new roadways proposed in the project. Above: Pilot cycle track project through the Fiesta Square parking lot. Left: Diagram of trail route (highlighted in green) through existing and proposed development.

MALL DISTRICT FRAMEWORK: MILLSAP TO LAKE FAYETTEVILLE

71B and Fulbright Expressway Main Lines and Interchange

- Re-envisioning the urban interface of the College and Fulbright Expressway interchange by replacing some of its “freeway” aspects with greatly enhanced local access. Key components of the concept presented here, which is subject to further study and operational modeling, are described here below.
- Relocation of northbound lanes on College Avenue, pairing them more closely with southbound lanes. Benefits of this change include: 1) replacing the existing left lane access to the flyover with a more intuitive and safer right lane access, and reducing queuing issues on College Avenue’s northbound inner lane resulting from closely spaced left-turn movements; 2) opening a significant development site on the former northbound lanes; and 3) improving pedestrian and bicycle connections now effectively blocked by the interchange.
- Replacement of Fulbright exit ramps to College Avenue with a new signalized T-intersection. This eliminates significant traffic conflict problems at the transition between a freeway environment and the College and Millsap intersection.
- Fulbright and Plainview/Mall at-grade intersection. In this concept, the Fulbright Expressway transitions from expressway to urban boulevard, with the limited access portion beginning and ending at an intersection with the Plainview/Mall westside collector. Plainview extends north from its current terminus at Millsap, and continues across the Fulbright as Mall Avenue. This increases use of the collector as a north-south traffic distributor, relieving College and opening a second significant development corridor.
- Resolution of the Shiloh/Mall Avenue intersection with a roundabout. This can resolve a conflict with an at-grade Fulbright intersection and adjacent Shiloh Drive that provides access to Target and other retail destinations. This three-point roundabout would be fed in part by a dedicated right turn lane exiting the westbound flyover. The intersection with proper refuge medians can also connect a proposed shared use sidepath along Plainview with a similar facility on Mall Avenue.
- Possible grade separation of the Joyce and College intersection. This concept would take through lanes of College Avenue over

Joyce Boulevard, with local slip lanes providing for turns and local movements into adjacent properties.

- Consolidation of travel lanes to the west side of the road channel north of the Clear Creek bridge, with a five-lane or four-lane divided section with a standard width median with left-turn pockets. This eliminates the ambiguity of the current 40-foot center turn lane and permits a properly landscaped and attractive access to Lake Fayetteville Park, a major regional asset whose connection to the 71B

MALL DISTRICT: Millsap to Lake Fayetteville Components	
1	Realignment of North Front to align with east-side Market-Lee-Hemlock connector route
2	Possible additional or alternate route from Sain Street to Millsap
3	Planned Sain/Vantage connection to Joyce Boulevard
4	Roundabout intersection of planned Vantage-Sain connection with North Front
5	Realignment of northbound College Avenue lanes to pair with southbound lanes
6	New T intersection replacing ramp of eastbound Fulbright Expressway lanes. Vacated ramps integrated into a shared use path system connecting the west-side College Avenue path network back to College and Millsap and to the Mud Creek Trail.
7	Existing flyover for northbound to westbound movement from College to Fulbright Expressway, also maintaining southbound to westbound merge
8	Continuation of Plainview collector, with connection to Mall Avenue.
9	New signalized grade level intersection on the Fulbright Expressway with the extended Plainview/Mall collector.
10	Roundabout intersection north of Fulbright Expressway, resolving Shiloh Drive and Mall Avenue circulation.
11	Van Asche/Shiloh connection with bridge over Mud Creek.
12	New connection between Van Asche/Shiloh and North Front north of Mud Creek and under College Avenue.

corridor should be emphasized.

Existing Circulator/Collector Streets

- The local circulation network, both using existing and new facilities, is a key element of the interchange reconfiguration. Adjustments and modifications of existing facilities are described below.

MALL DISTRICT: Millsap to Lake Fayetteville Components	
13	Alignment of North Front and Frontage Road intersections with Joyce Boulevard.
14	Possible redesign of Joyce Boulevard intersection with grade separated through lanes and slip lanes for local access from College to Joyce.
15	Mall Avenue with shared use sidepath to NW Arkansas Mall
16	Redesigned peripheral street at Mall site with urban section, street landscaping, and sidewalks with future Mall mixed use redevelopment.
17	BRT stop at Zion Road. The Joyce Boulevard intersection may be considered as an alternate location.
18	Consolidation of College Avenue lanes on west side of travelway, reducing paved area and improving entrance to Lake Fayetteville.
19	East side College Avenue trail connection to Mud Creek Trail
20	Existing Mud Creek Trail, with new shared use path connection to trail legs along N. Front.
21	Local path along drainage corridor and Remington Court to Shepherd Lane
22	Peripheral shared use path and walkways along redeveloped periphery of Mall.
23	Direct trail connection from Mall trailhead to Mall building
24	Existing Razorback Greenway underpass to Lake Fayetteville
25	Connection to existing path link to Lake Fayetteville and Greenway via Zion Drive shared use path

Shaded rows indicate projects that require redevelopment



- Realignment of the north and south ends of North Front. The intersection of North Front, which operates as an east frontage road for College, with Millsap would be relocated to the east, providing more distance from the College and Millsap intersection and lining up with the proposed eastside connector. On the north, the street could be relocated to align with Frontage Road, possible with removal of the existing exit ramp from northbound College either with slip lanes or intersection redesign.
- Sain-Vantage connector. The two existing streets are interrupted by Mud Creek. The successful March, 2019 bond issue includes funding to connect Sain and Vantage, linking North Front north to Joyce Boulevard and Zion Road. This concept provides a short- to medium-term termination of the Sain-Vantage connector with a roundabout at North Front, with better local street connectivity and intersection relocation. Should a future Fulbright connection be considered necessary, the eastbound movement off the Fulbright could extend under the flyover ramp and into the roundabout, while westbound movement from the connector could potentially merge into the flyover, given the additional space provided by relocating the northbound College Avenue lanes.
- Van Asche/Shiloh Drive connection. Connecting these stub streets would provide continuous service access on the northwest quadrant of the interchange. This logical connection has been stymied to date by the need for a Mud Creek crossing. This proposed link continues into the Mall site and is integrated into the Mall's internal street system.

New Circulator/Collector Streets

- Most new collectors in this segment fill gaps in the existing network and are described above.
- New connection linking North Front and Shiloh Drive under the elevated section of College. At present, traffic bound from the east side of College to retail destinations on the west side must use the flyover. This link provides an alternative east-west link to businesses and development on both sides.

Private Connected Circulation

- Private drives using right-of-ways vacated by North Front intersection relocation.
- Upgrade of the peripheral drive around Northwest Arkansas Mall to an

interior urban street as part of a redevelopment program to develop surplus parking area with mixed use development.

- Upgrade of the Shepherd Lane access between the Mall and Barnes and Noble shopping center, integrated into Mall drive redesign. This is especially important if through lanes on College are elevated at Joyce Boulevard.

Regional Shared Use Trail Connections

- Connection of proposed trails, some of which use vacated portions of the interchange, linking the College/71B corridor to the Razorback Greenway and Mud Creek Trails. Components are described below.
- Plainview/Mall shared use sidepath continues the trail on the west side of College, connecting directly to the Mud Creek Trail and, through the redesigned Mall site, the existing Greenway trailhead at the Mall.
- Trail from Plainview and Fulbright connects to Mud Creek Trail east of the corridor and to the northwest corner of College and Millsap, largely using vacated expressway ramps following redesign. Trail could continue west along Futrall Drive to connect to the Greenway tunnel near Gregg, serving the Washington Regional Medical Center district.
- Reuse of existing bridge for northbound College Avenue lanes over Mud Creek as a park related to adjacent development and a link between the east and west segments of the Mud Creek Trail.

College Avenue Trail Network

- East side system continues north along North Front corridor to Mud Creek Trail, continuing north along tributary drainageway and Frontage Road to Zion Drive.
- East side connection continues with a path along Zion Drive to existing trail link to Lake Fayetteville and Greenway at Venetian Lane.
- West side route follows Mall Avenue and peripheral street to existing trailhead, and continues loop to Zion Drive entrance to the Mall.
- Zion Drive link across College connects the east and west side systems.

Urban Intersection Nodes

- High visibility crosswalks with streetscape elements and refuge medians at signalized intersections. These include Joyce Boulevard,

Shepherd Lane, and Zion Drive.

- Zion Drive intersection to be redesigned to reduce high speed character of right turn bypass lanes.

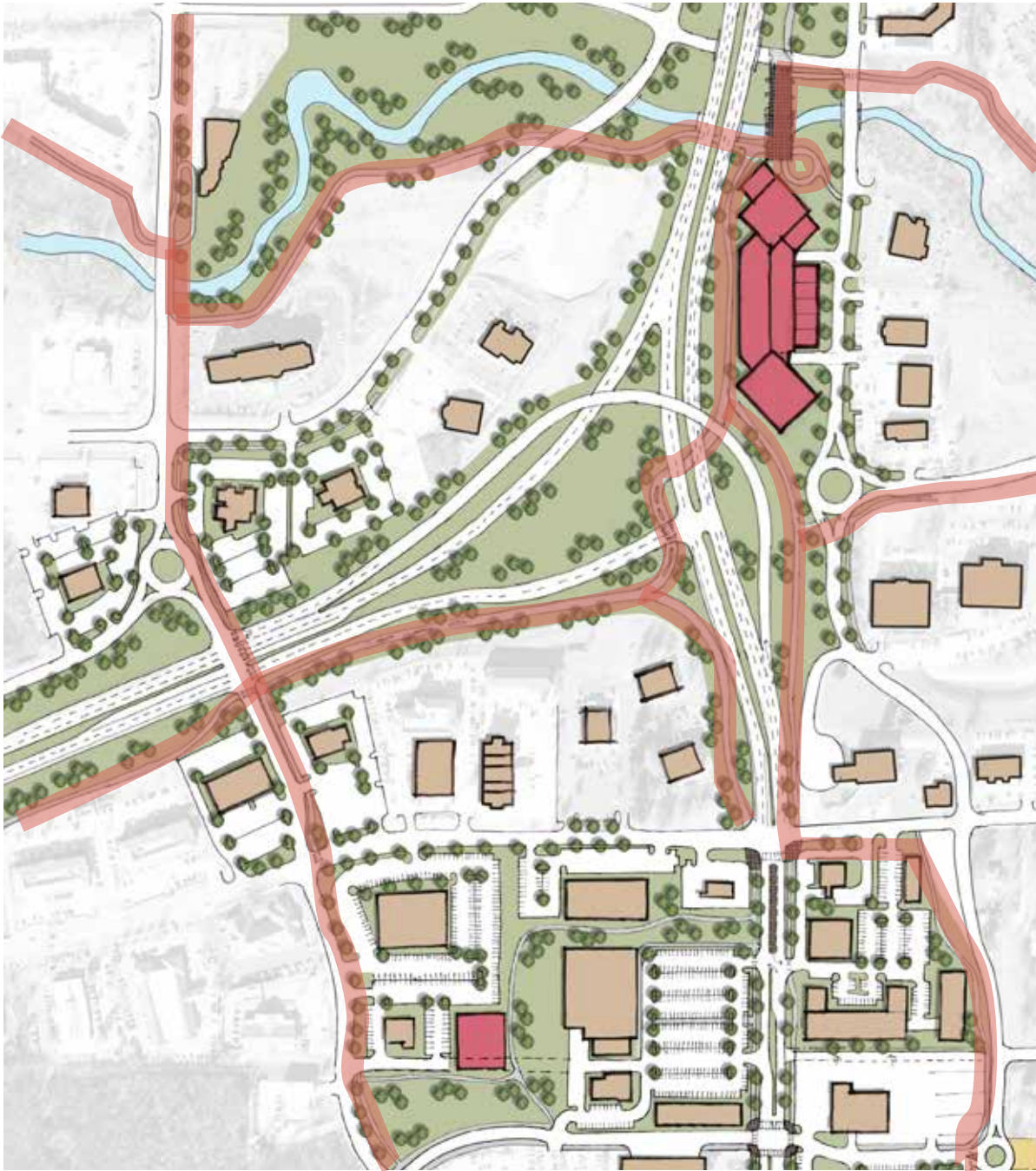
Transit (BRT) Stations

- Potential BRT stop at Shepherd Lane or Zion Drive. Scale of intersections and amount of space permits full turnout stops on one side of the intersection: probably south at Zion or north at Shepherd.



Bridge Park

With relocation of northbound lanes, this bridge could be converted to a park that would be a resource for an adjacent high-density development and a connection between the two legs of the Mud Creek Trail.



Conceptual Sketches

Design sketch at left highlights shared use path connectivity through the concept for the College and Fulbright interchange. Sketch above illustrates grade levels and possible development of vacated northbound right-of-way.



THE DEVELOPMENT FRAMEWORK

Development along the 71B corridor has been and will continue to be an incremental process. This section establishes a guide for that continued evolution that gradually, through market forces and individual, voluntary actions can lead to a new kind of connected, mixed use 71B corridor. The framework is based on an overall assessment of the long-term viability of different types of occupancy, the conditions of sites and buildings, and the effects of changing market forces on different types of land uses and demands for them. This assessment is in turn based on several overriding trends:

1. The growth projections and policies contained in Fayetteville’s comprehensive plan and other planning documents, including the ULI’s healthy corridor assessment and the Fayetteville Mobility Plan. The comprehensive plan projects a population growth of 50,000 for Fayetteville, corresponding to approximately 20,000 housing units. A substantial amount of this housing will be in medium to high-density settings, including small-lot single family, attached units like townhouses, low- and mid-rise multi-family apartments, and innovative residential settings.

2. The market analysis presented in Chapter Four indicates a declining medium- and long-term demand for commercial land and square footage, partially but not totally offset by population growth. This decline in the immediate corridor market has a number of causes, including competition from regional retail destinations such as the Promenade and the larger Rogers commercial area, the increasing prevalence of on-line retailing, and the declining market for traditional retail malls like the Northwest Arkansas Mall and older strip centers. This, coupled with substantial housing demand during the next two decades, suggests a significant probability of converting some current commercial land to residential occupancy during this period.

3. The analysis of Chapter Two shows that building coverage percentage throughout the 71B corridor is very low and parking and impervious coverage are very high. Larger commercial developments, including existing strip development, were designed with parking ratios that were

based on highly seasonal loads and are rarely achieved, today around Christmas. Other smaller developments paved their sites as a low-maintenance default option, inefficiencies caused by lack of connection to neighboring sites, and/or inefficient site design. All of these provide opportunities for more efficient use of real estate.

4. Transportation preferences in Fayetteville and elsewhere are likely to evolve during the next twenty years. Bicycle transportation, already a significant travel mode in the city, may increase with the introduction of e-bikes, bringing cycling within the physical capabilities of more people. Ozark Regional Transit has increased service on the 71B corridor with positive results and the introduction of bus rapid transit is being seriously contemplated. Electric scooters and other personal mobility devices have become significant forces in peer cities like Bloomington, Indiana, while the effect of electric and autonomous vehicles on urban land needs is uncertain. Finally, personal preferences and legislative mandates that respond to greenhouse gas emissions and climate change may also have a profound effect on transportation in future years. One common trend is likely though – the amount of land devoted to the circulation and storage of personal vehicles is likely to decrease significantly. And many alternative modes are especially well-suited to shorter trips and greater adjacency of residential uses, entertainment venues, and commercial and office services.

5. These collective forces increase demand for greater land efficiency, higher densities, and higher value to land area ratios. The resulting market forces will tend to increase pressure on space intensive lower-yield land uses such as small single-level strip centers, free-standing offices and retail, and some automotive uses to convert to higher intensity development.

6. These trends must be balanced strategically by the city of Fayetteville’s revenue structure, which places a significant reliance on sales tax revenues. This translates to a strong public policy imperative to maintain and strengthen the corridor’s retail environment, which remains highly auto-oriented, while increasing the local customer and property value base through policies that encourage residential development, higher land efficiency, and mixed uses.

DEVELOPMENT STRATEGIES

The following pages display diagrams and strategies for each segment of the 71B study area. They are overlaid on the Transportation Framework and include general policy objectives and more specific guidance for potential strategy sites. These are followed by illustrative plans that show how these guidelines could be implemented. The site-specific guidelines use terms that require further elaboration, presented here:

- **Small lot single-family residential.** Single-family detached units on lots less than 5,000 square feet, or a net average density of about 8 units per acre, or single-family semi-attached or attached units, typically on individually described lots and connected by garages or a common wall, with an average net density of about 12 units per acre. In the 71B area, this development is used on the edge of the main corridor as a transition to lower-density residential areas, on sites that can be buffered from higher intensity surrounding uses, and as a way to introduce affordable single-family homeownership opportunities. However, higher intensity uses and residential densities are more prevalent in the development framework.
- **Medium-density residential.** Attached units, including townhomes and small multi-family buildings, with net densities in the range of 16 to 24 units per acre. This form of development can appeal to households of a variety of ages but with small yards and shared covered parking, can provide an attainable option for households with young children, a growing demographic at this specific point. These units can help fill the so-called “missing middle” gap in contemporary housing markets. The development framework proposes this concept on sites that provide enough area for self-contained clusters and linkages to other community features, including schools, commercial development, and parks and playgrounds.
- **Multifamily residential.** Multi-level residential buildings, which in Fayetteville are most commonly two or three levels of living units with net densities in the range of 20 to 40 units per acre. This is also the most common multifamily form proposed for the study area. In order to minimize surface parking and because of rocky subsurface conditions, the typical multifamily building will provide three levels over at-grade parking, with parking exposure hidden by landscaping,

berming, or finished elevation treatment. As a general rule, one level of parking that extends for the full building footprint supports three residential levels. Single-use multi-family is proposed as a single use on redevelopment sites that are on the edge of the corridor area and lack direct exposure to South School or College. On sites along or near the street corridors, multi-family should be integrated into mixed use projects (see below).

- **Mixed use development.** Mixed use projects are typically shown on sites that include 1) redevelopment of excessively large parking lots, 2) future redevelopment of low-intensity, high vacancy or obsolete commercial buildings or projects, or 3) vacant buildings or sites. Typically, mixed use buildings involve retail, restaurant, office, and residential uses, usually with residential over a commercial grade level. However, requirements that the entire footprint be reserved for retail, restaurants, or similar uses often create more commercial than the market supports and require either additional surface parking or a separate parking structure. Another option, appropriate along the 71B corridor, locates parking at grade under residential levels and screened by commercial extensions appropriate to the market. Some locations have characteristics such as views, surrounding activities and assets, or urban design qualities that make taller buildings appropriate.
- **Contemporary retail or commercial.** Relatively recent (typically post 2000) development with landscaping and site design standards that do not require short-term change.
- **Commercial infill.** Generally applies to areas where existing uses are likely to remain but where space exists for additional, single-level commercial development with more efficient site design; or sites within an existing project intended for commercial development but not yet used for that purpose.
- **Commercial enhancement.** Generally applies to areas where existing uses are likely to remain but where access management, cooperative parking and site development, improved landscaping and pedestrian connections to front doors from trails or sidewalks are needed to help realize the corridor vision.
- **Shopping center upgrades.** Improved parking and site design,

possible facade and pedestrian improvements, and reducing unnecessary parking to be more consistent with normal demand rather than extremes.

- **Internal streets.** Driveways within projects such as shopping centers and large mixed use projects designed to have the character of streets with sidewalks, street landscaping and furniture, and limited driveway or drive aisle interruptions.
- **Iconic commercial.** Properties to be maintained by virtue of the memories and stories that they produce or because of their special place in the historic development of the 71B corridor.



Iconic commercial. Gator Golf, Fayetteville



Small lot single family. Florida Way, Fayetteville



Medium-density residential. Gray's Station, De Moines



Medium-density residential. Huron Street, Culver City



Mixed use concept. Wauwatosa, WI



Interior street. Detroit Lakes, MN



Commercial preservation. City Liquor, Fayetteville

RESEARCH DISTRICT

SOUTH FAYETTEVILLE

Total Corridor

- Reconfiguration of South School with three lanes, continuous sidewalks, protected bike lanes, two-way turn lanes, strategic pedestrian refuge medians, and possibility of future on-street parking as required by redevelopment.

Research Segment: Cato Springs to Town Branch

- Execution of Research Park master plan
- Village concept for temporary housing around 7hills Center.
- New multifamily development.
- Trail link between Cato Springs Trail and Town Branch Trail

Walker Park District: Town Branch to 11th

- Southgate redevelopment including commercial and residential redevelopment on shopping center and surrounding blocks.
- Future mixed density development between 13th and 15th
- Preservation and enhancement of key commercial assets
- Trail spur connection to Walker Park

Mill District: 11th to Prairie

- New mixed use and infill commercial development, including planned redevelopment of the Co-op property.
- Locust Street infill
- Trail-related townhomes
- Improved 7th and 9th Street cross access
- Right-turn only lanes at MLK
- Preservation of key commercial assets

Archibald Yell Segment: Prairie to Rock

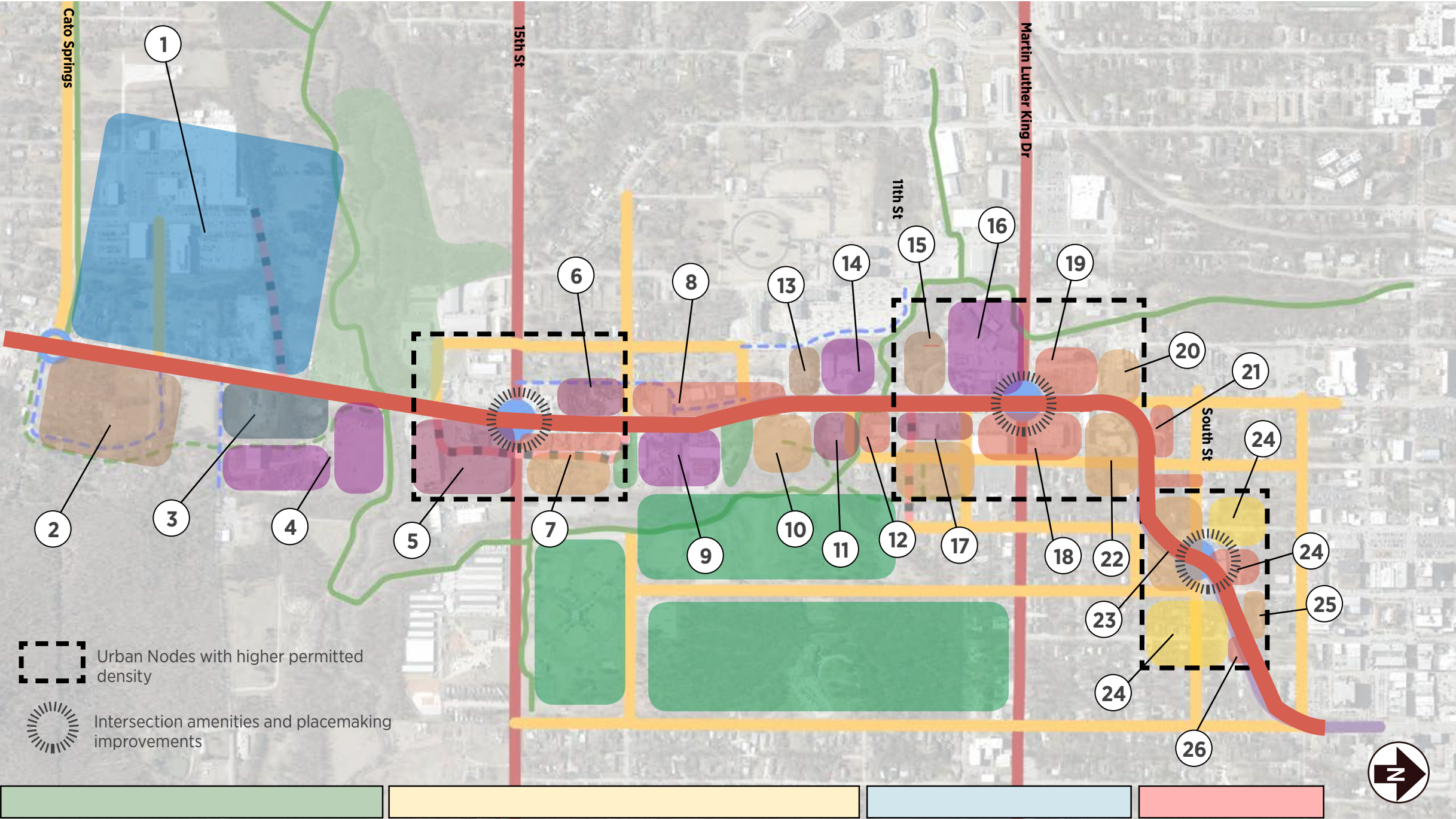
- Residential infill of different types along Archibald Yell
- Commercial enhancements of neighborhood commercial on north side.
- Revised Archibald Yell design
- Signal and pedestrian crossing and Arts Cluster at South Street
- Redesigned College and Rock intersection

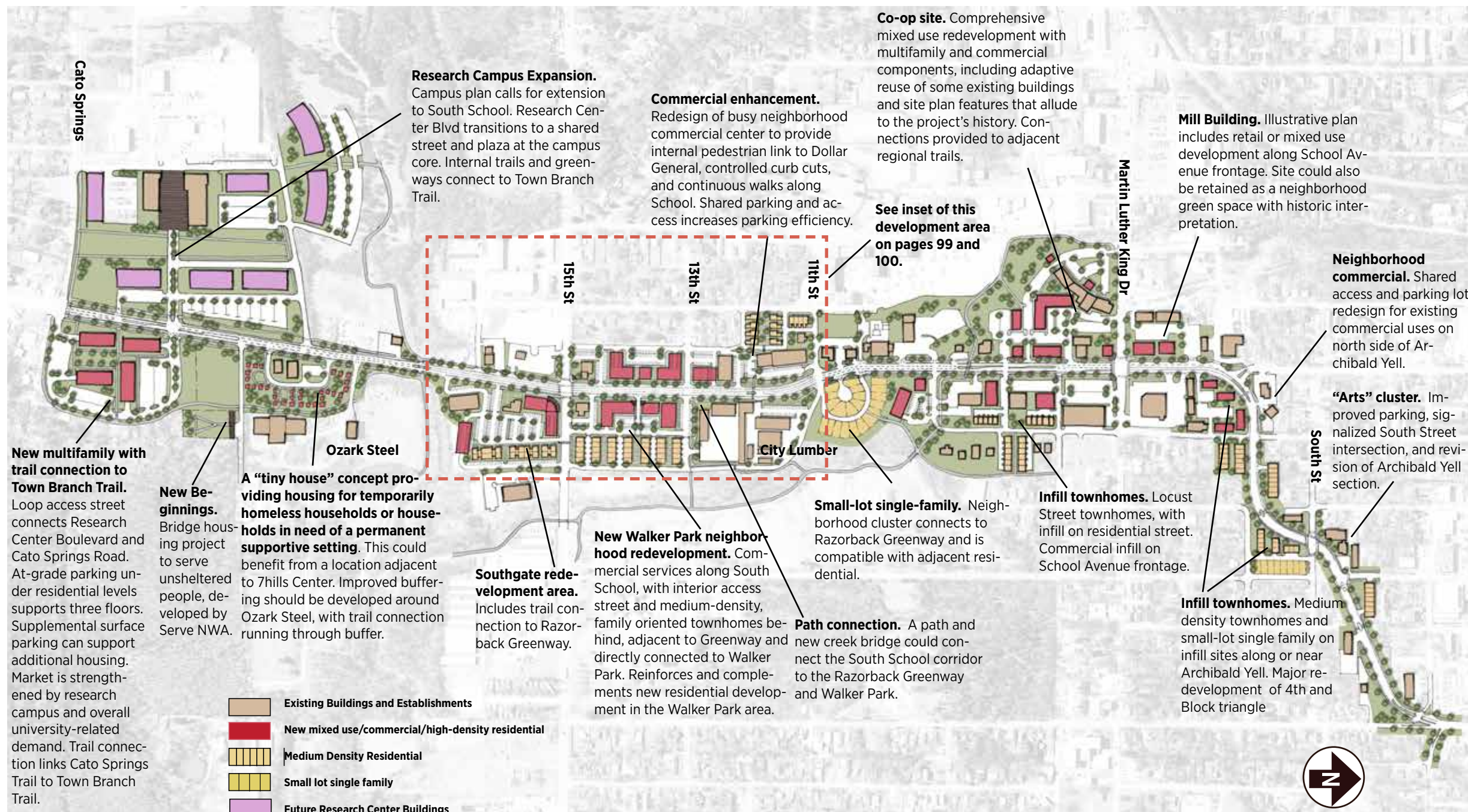
SOUTH FAYETTEVILLE DEVELOPMENT FRAMEWORK: Cato Springs to Rock Street	
1	University of Arkansas Research campus master plan implementation, with future expansion to South School
2	Multifamily residential to support research campus
3	Cottage or “tiny house” housing for temporarily homeless households/families near 7hills service center
4	Ozark Steel with improved buffering and access
5	Shopping center site redevelopment, maintaining viable existing businesses
6	Commercial infill, maintaining key neighborhood retail
7	Commercial maintenance and infill on South School frontage, medium density residential adjacent to trail and Walker Park
8	Commercial enhancement
9	City Lumber site enhancements and buffer landscaping
10	Medium-density residential infill development
11	Mixed use with multifamily emphasis
12	Commercial infill and site improvements, including landscape and reduction of paved area
13	Existing contemporary multifamily residential (Varsity House)



FIGURE 6.X: South Fayetteville Development Framework: Cato Springs to Rock Street	
14	Site enhancements and access management of existing industrial use
15	Multifamily with existing commercial/restaurant frontage on School, improved parking
16	Mixed use redevelopment of the Co-op site. Future site enhancement with infill commercial on corner.
17	Commercial maintenance and infill on School frontage, medium-density residential on Locust St infill sites
18	Contemporary retail. Improved site plan with upgraded pedestrian access from street.
19	Mill District buildings. Infill street-oriented commercial along School frontage or maintenance as a public space
20	Contemporary medium-density residential, commercial adaptive reuse possible at corner
21	Existing neighborhood commercial with shared site access and coordinated parking plan.
22	Medium density residential, with gradual redevelopment continuing development precedent along 5th Street
23	Medium density residential infill and spot redevelopment on open or distressed sites along Archibald Yell. Focus on southeast corner of South Street
24	Single-family conservation and infill, continuing current development patterns
25	Existing multifamily
26	Key neighborhood business with improved pedestrian access to and through the site









Food and Shelter Village, Norman, OK

Housing “Village” for Temporarily Homeless Households

Homelessness is a significant challenge in the South Fayetteville part of the study corridor, but it encompasses different people with different needs. The interfaith 7hills has established a Day Center along South School that provides support services including job assistance, transportation, meals, counseling, and other basic human services. It is also developing the Walker Community, a transitional housing environment that will provide 36 units for individuals and families in townhouse and efficiency apartments. Serve NWA’s New Beginnings project, under development in 2019, addresses the needs of unsheltered people by providing bridge housing with supportive services to help them on the path to permanent settings. But others, including households with children, are temporarily homeless because of financial emergencies, domestic abuse, gentrification, and increasing housing costs. An interesting physical development model to address these needs is a “tiny house” community, providing individual detached units around common space with access to 7hills support services through its service center. This approach was pioneered by Norman, Oklahoma’s Food and Shelter program and appears highly relevant to this need in Fayetteville. It also provides a place for families to live on a short-term basis while other, more permanent housing is developed.



Focus on Southgate

The Southgate area, between Town Branch Creek and approximately 11th Street, merits a special focus because of the substantial new development opportunity that it presents. While most of the 71B corridor involves evolutionary change on opportunity sites, this area’s underutilized or vacant land encourages a more aggressive, redevelopment-oriented approach. Such an approach also complements the major changes taking place in the Mill District, improvement efforts in the Walker Park neighborhood, and the continued growth of the University of Arkansas research campus. A key early initiative would be redevelopment of the under-occupied Southgate shopping center. In the concept, the vacant IGA grocery store, most of which is in the Town Branch Creek floodplain, would be demolished and replaced by a multi-family building with parking at grade (or floodplain) level. The iconic Mountain Man store would remain with improved parking and overall environment. A contemporary but vacant bank building would be reused, with a new mixed use building defining the 15th Street corner and more residentially scaled apartments lining the east side of the site.

The following pages illustrate the continuation of this redevelopment approach toward the Mill District. New development focuses on sites with low use and the concept maintains and enhances many existing buildings and business establishments. Existing salvage yards north of 15th Street would gradually be replaced with new commercial development and a medium-density townhome community with access to the Razorback Greenway and Walker Park. On the west side of School north of 15th, a mixed use project with two commercial spaces and multifamily buildings would replace vacant uses or distressed buildings. Parking and pedestrian access are improved to important existing neighborhood businesses.



Southgate Development Area Concept: Town Branch Creek to 11th Street



Southgate Plan Elements



Aerial perspective looking northeast. View illustrates scale of potential buildings with their relationship to surrounding neighborhoods, Walker Park, and existing development.



View looking south with City Lumber and existing commercial center (including Rick's Iron Skillet) in foreground.



Looking north from north edge of City Liquor site.



Internal street through Southgate multi-family and townhome community includes a path that would link these new residential areas to Walker Park over a new creek bridge and to the Walker Park Trail.



Looking toward possible redevelopment of the existing Southgate shopping center.

MIDTOWN DISTRICT SOUTH: NORTH TO TOWNSHIP

Total Corridor

- College Avenue upgrade with access management

VA/Evelyn Hills Segment: North to Sycamore

- College Avenue upgrade with access management
- Redesign of Evelyn Hills parking lot, with future development possibilities
- Future extension of Memorial Drive to serve new development
- Path connection to Gregory Park
- Local path and sidewalk continuity
- Urban family residential on “farm” and storage sites, tied to local streets
- Transit (BRT) station at Memorial Drive

Green Acres Segment: Sycamore to Poplar

- High-density node at Sycamore intersection, focusing on north-east quadrant
- Green Acres realignment and replacement with central green space
- Sublett Creek trail connection to Poplar, with upgraded Poplar bikeway to Razorback Greenway
- Intersection nodes at Sycamore, Green Acres, Poplar
- Infill mixed-use and multi-family
- Family- and trail-oriented townhomes using back parts of deep commercial lots and adjacent to Woodland Junior High

Restaurant District:

- Theming as a center of international, locally-owned restaurants
- Interconnection of parking and driveways with pedestrian connections between businesses
- Intersection nodes at Colt Square Drive, and Township
- Infill mixed use development as opportunities emerge
- Local access grid to west side using Green Acres and Colt Drive extensions
- Greenway and neighborhood park along floodplain
- Parallel, separated shared use paths paralleling both sides of College

Township Node

- Transit (BRT) station at Township



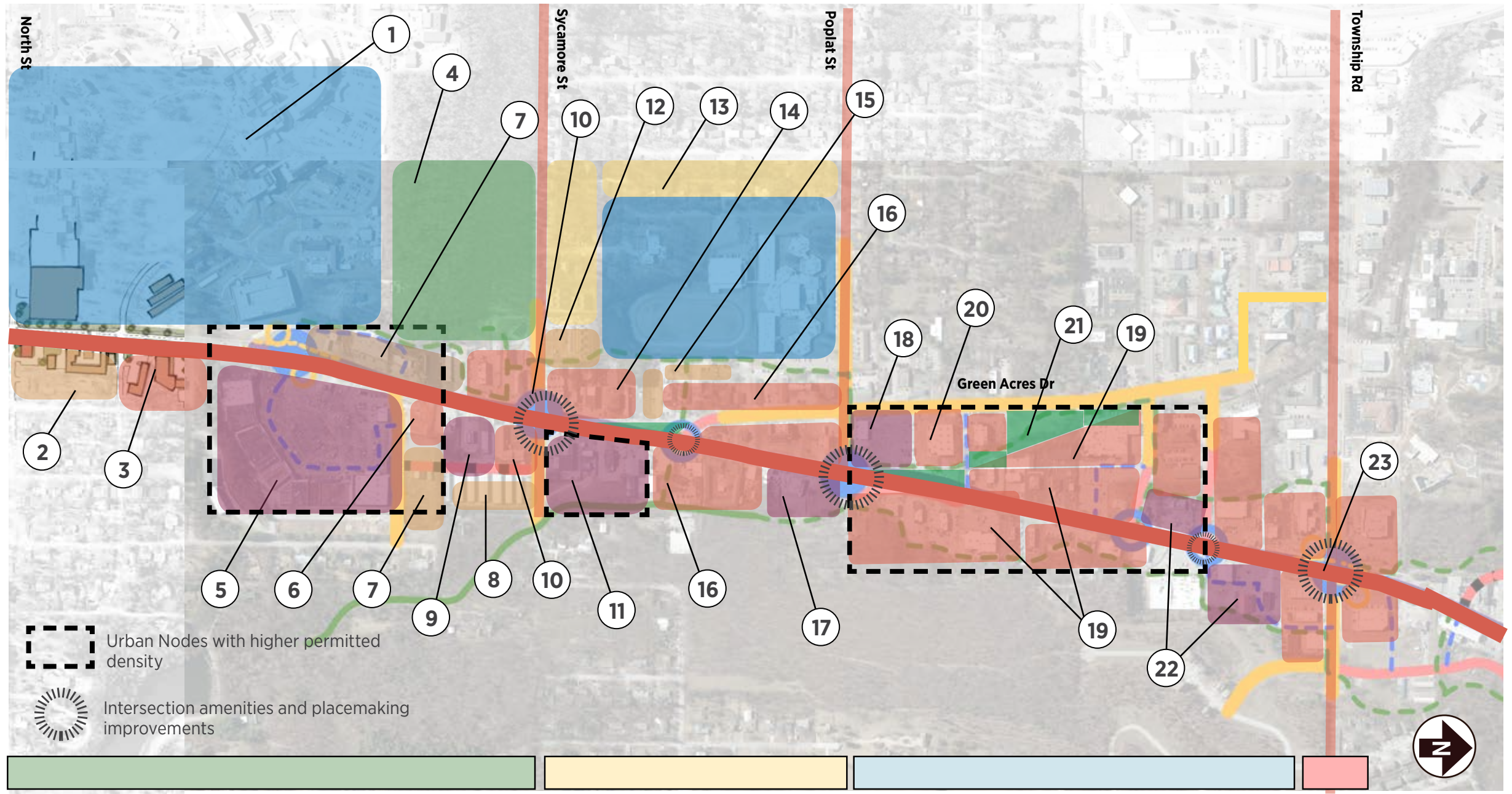
FIGURE 6.X: South Fayetteville Development Framework: Cato Springs to Rock Street

1	VA Hospital campus with improved pedestrian access to College
2	Adaptive reuse of iconic motel by the Fayetteville Housing Authority to provide affordable housing for veterans. Possible commercial infill at corner
3	Existing commercial/office uses
4	Gregory Park with path links to College and surrounding uses
5	Evelyn Hills upgrade with improved parking and circulation design. Possible future higher-density mixed use development on College and on north side of lot
6	Contemporary commercial
7	Medium density residential along internal street
8	Medium density or small-lot single family
9	Mixed use with multifamily emphasis, commercial on direct College frontage
10	Existing contemporary commercial
11	Mixed use development with street-level commercial emphasis at intersection, high-density residential away from the street
12	Existing medium density residential



FIGURE 6.X: South Fayetteville Development Framework: Cato Springs to Rock Street

13	Existing primarily single-family residential neighborhoods
14	Existing contemporary commercial with possible infill
15	Multifamily with existing commercial/restaurant frontage on College, improved parking
16	Commercial maintenance and occasional infill, including preservation of historically important mid-century motel on College
17	Mixed use development with multifamily emphasis on Poplar node
18	Possible street-oriented commercial with potential for upper level residential or maintenance of existing commercial using surplus parking in place of street yard parking.
19	Restaurant District segment, maintaining individual buildings and providing shared pedestrian and driveway access, thematic streetscape, interconnected drives, and shared parking where possible
20	Commercial maintenance, with potential reuse of excess surface parking.
21	Neighborhood greenway and park along drainage corridor
22	Mixed use residential, with residential over parking and retail
23	Township Node, maintaining existing contemporary commercial with improved links to future BRT station



- Existing Buildings and Establishments
- New mixed use/commercial/high-density residential
- Medium Density Residential
- Small lot single family
- Future Research Center Buildings

Memorial Drive. High visibility crosswalk with adequate crossing time for pedestrians and future bus rapid transit station.

Mixed use redevelopment. Possible redevelopment of single office and automotive uses with row of mixed use, residential over parking/commercial structures. Access from extension of Memorial Drive to align with "Nature Drive" and continue to Sycamore Street. Shared use path parallels the rear drive with access to Gregory Park.

Green Acres Common. Realignment of Green Acres Drive intersection opens opportunity for neighborhood common space on vacated street. This becomes a central green for surrounding new residential. Site design should include an amenity that also expands stormwater management capacity.

Townhouse rows. Development of back side of deep commercial lots with townhomes and access drive, adjacent to Woodland Junior High. Shared use trail extended along school/townhouse boundary.

Neighborhood green. Neighborhood and green space in 100 year floodplain area, with west-side trail, playground, and other passive recreational features. Connection to Restaurant District businesses. Design of this space should provide improved stormwater management along an existing drainage corridor.

Poplar node. Mixed use possibility on northwest corner with shared parking provided by large lot between Poplar frontage and multi-tenant commercial building to the north.

Restaurant District. Special thematic district that defines a grouping of locally owned, largely free-standing eating places with culinary diversity. District gateway and graphic features would be located at the Poplar and Township intersections, and special graphics along the way. District elements include direct pedestrian connections between establishments, interconnected and, where possible, joint parking lots, and common landscaping and street furnishings.

Hi-Way Inn. Redevelopment of mid-century motel for affordable housing for veterans by the Fayetteville Housing Authority. With modification of street, sidewalk continuity to North Street. Possible infill commercial at North Street intersection, with access coordinated with Hi-Way Inn affordable housing project.

Evelyn Hills. Major site redesign providing an urban interior street adjacent to building, clear parking lot circulation, and mixed use building over parking on north side of site. Parking is accessed from lower level drive (formerly "Nature Drive") adjacent to the site. Future redevelopment of College Avenue frontage with higher-intensity mixed use buildings is feasible with site redesign.

Residential community. Development of "vest-pocket" farm and mini-storage facility and free-standing commercial with mixed density residential community. Local access uses new residential street between Nature Drive and Sycamore Street. Townhouses developed on "farm" site with small-lot single family, analogous to units behind Evelyn Hills, adjacent to single family on the storage site. Residential over parking on College Avenue frontage, with retail extension along the street.

Sycamore node. Redevelopment of northeast corner. Commercial/retail building on corner with public space in front and parking behind with Sycamore access. Mixed use buildings with multifamily emphasis on back of site and adjacent to planned Sublett Creek Trail. Resident parking provided at grade under residential buildings.

Poplar node. Mixed used building with retail extension, with parking provided behind and accessed from extension of Poplar. This extension also connects the Poplar bike route to the planned Sublett Creek Trail, with east-side trail continuing north. Building site is dictated by 100-year floodplain line.

Mixed use development. Possible multi-family redevelopment near Township node, with restaurant storefronts and off-street surface parking behind buildings. Connected by path to bowling alley.

Township node. Contemporary retail development on four corners. Corner features should be included to define the urban intersection, including a BRT station.





Evelyn Hills development concept in phases. An initial development phase (above left) would include redesign of the parking lot for greater efficiency, clearly circulation, and much better pedestrian connections between the College and Memorial Drive intersection and the main shopping center. Existing free-standing pad buildings would remain in place, while a new mixed use building with parking accessed from below would anchor the north end of the strip. A later phase (above right) anticipates reduced parking demand and increased emphasis on transit-oriented, street-defining mixed use development. New mixed use residential/commercial buildings with up to three residential stories over retail and parking would line the street, with an additional structure defining a proposed public green closer to the historic center. A pass-through gateway through this new building would emphasize a direct connection to the street.



Evelyn Hills shopping center today.



Sycamore Node. Massing diagram looks northeast, showing potential mixed use development on the northeast corner, completing a higher intensity node at the intersection. Townhouses and a green space made possible by relocating the Green Acres intersection.





Green Acre Commons. Relocating the Green Acres intersection to a 90 degree angle with College produces a neighborhood commons that can encourage adjacent residential development. It also provide an opportunity for a neighborhood amenity that can address stormwater management.



Restaurant District. Interconnection of parking lots and connections between restaurants can help this collection of unique restaurants gel into a special district. Thematic graphics, common areas for outdoor dining, and cooperative marketing can further define the district's identity and brand recognition.

MIDTOWN DISTRICT NORTH: TOWNSHIP TO MILLSAP

Total Corridor

- College Avenue upgrade with access management

Township Urban Node: Township to Sunbridge

- Future new urban family and mixed use development center north of Township to Sunbridge Drive with land use evolution, with a range of densities and supporting retail development
- Transit (BRT) station at Township

Drake Segment: Sunbridge to south of Appleby

- Interconnection of parking lots where possible
- Parallel access drives or streets with redevelopment
- Continuous shared use paths separated from College
- Realignment of Villa Blvd and Drake Street to 90 degree intersections
- Urban node at Sunbridge
- Drake Street enterprise/innovation district

Fiesta Square Segment: South of Appleby to Harold

- Connection of Appleby and Parkview with T-roundabout with Rolling Hills to create parallel collector street on west side of College
- Urban node at Rolling Hills and College with high-density mixed use development and placemaking features
- Possible transit station (BRT) at Rolling Hills
- Bikeway connections using Appleby, Rolling Hills, and shared use path on extended Parkview
- “Right-sizing” and simplifying Fiesta Square parking lot, with mixed use development between College and Appleby/Parkview

Uptown Segment: Harold to Millsap

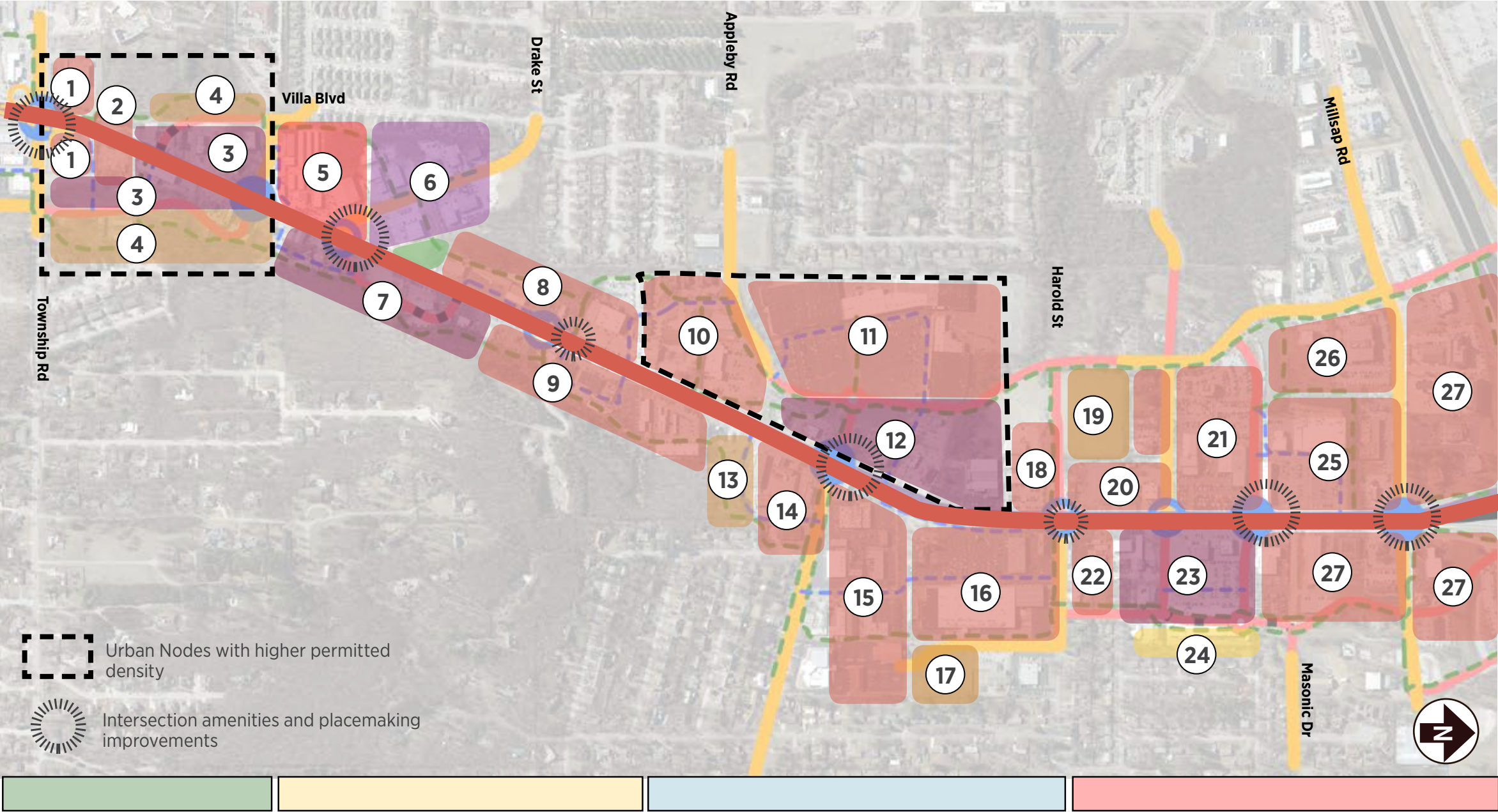
- Local street grid created by Parkview and Lee/Front Street connections north and south; and Harold, Longview, Masonic, and Millsap connections east and west
- Masonic realignment to relocate Masonic Drive signal south and providing a west access from Whole Foods
- Major mixed use development opportunities at Parkview and Harold extension and on under-occupied shopping center south of Masonic

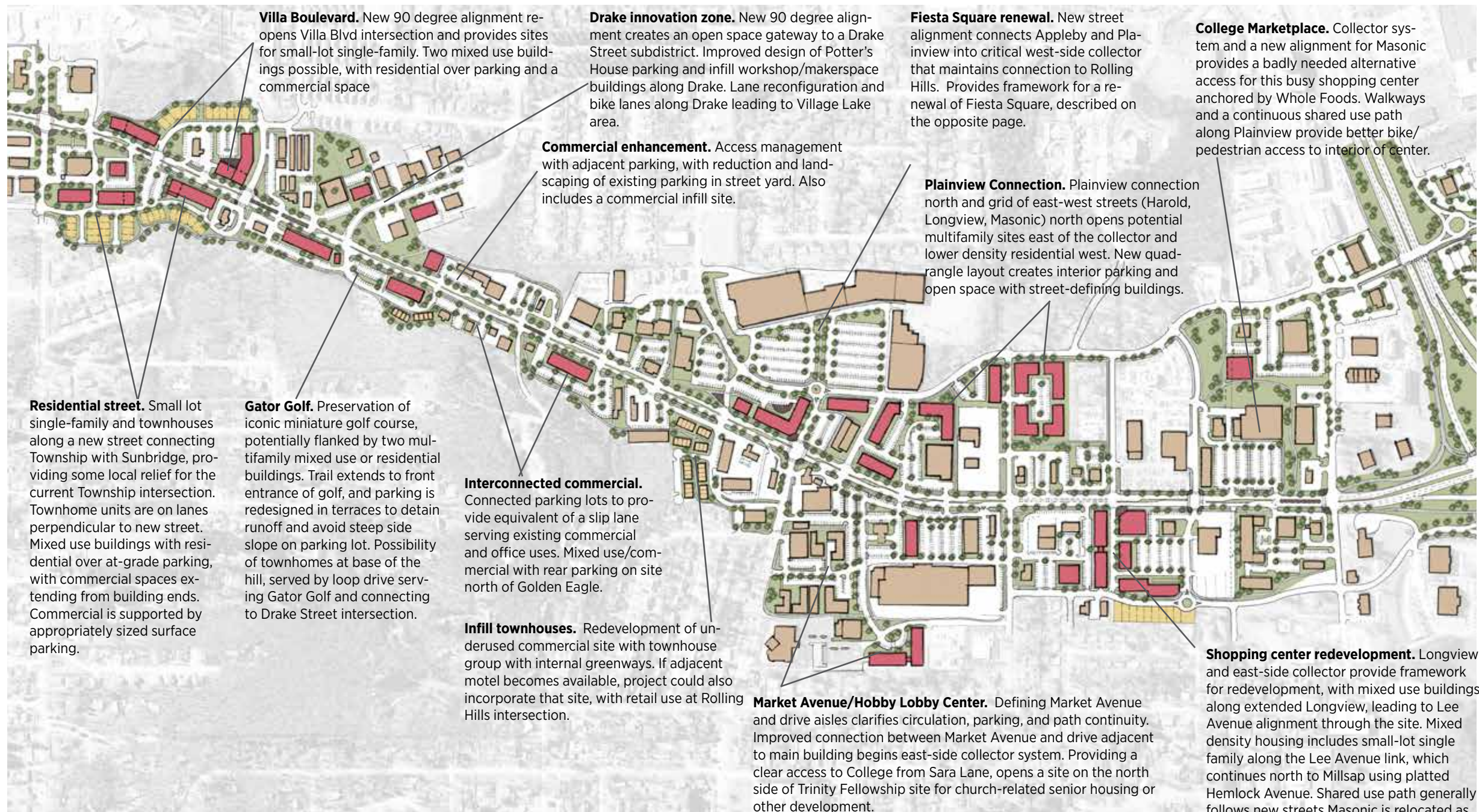


FIGURE 6.X: Midtown Development Framework: Cato Springs to Rock Street	
1	Existing contemporary commercial
2	Commercial infill
3	High-density mixed use, typically residential over parking with limited commercial
4	Medium density and small lot single-family residential
5	Commercial maintenance and enhancement
6	Existing trade commercial and light industrial, infill possibilities and conversions to maker-space
7	High-density mixed use, typically residential over parking with limited commercial; preserves iconic miniature golf \
8	Commercial enhancement with access management and landscape
9	Commercial enhancement with mixed use infill
10	Commercial enhancement with improved coordinated site design
11	Fiesta Square upgrades with parking lot redesign and “right-sizing” and increasing efficiency of parking
12	Mixed use development along Fiesta Square frontage along College, including Appleby to Plainview connection
13	Medium density residential
14	Commercial enhancement and infill



FIGURE 6.X: South Fayetteville Development Framework: Cato Springs to Rock Street	
15	Site and circulation enhancement of multi-building retail and office building group
16	Site and circulation enhancement with commercial infill
17	Medium density residential
18	Commercial enhancement with increased public exposure of auto dealership with Plainview extension
19	Multifamily residential group
20	Commercial enhancement with access management
21	Commercial enhancement with possible expansion across Longview Street. Buffering against residential uses
22	Commercial enhancement through common site design
23	Redevelopment of under-occupied commercial center with mixed use development, with residential/commercial balance
24	Small lot single-family buffer
25	Contemporary commercial center (Whole Foods), enhanced with site design and alternative preferred access with College and Plainview routes
26	Office/commercial infill
27	Contemporary commercial/office development, site design enhancements





Villa Boulevard. New 90 degree alignment re-opens Villa Blvd intersection and provides sites for small-lot single-family. Two mixed use buildings possible, with residential over parking and a commercial space

Drake innovation zone. New 90 degree alignment creates an open space gateway to a Drake Street subdistrict. Improved design of Potter's House parking and infill workshop/makerspace buildings along Drake. Lane reconfiguration and bike lanes along Drake leading to Village Lake area.

Fiesta Square renewal. New street alignment connects Appleby and Plainview into critical west-side collector that maintains connection to Rolling Hills. Provides framework for a renewal of Fiesta Square, described on the opposite page.

College Marketplace. Collector system and a new alignment for Masonic provides a badly needed alternative access for this busy shopping center anchored by Whole Foods. Walkways and a continuous shared use path along Plainview provide better bike/pedestrian access to interior of center.

Residential street. Small lot single-family and townhouses along a new street connecting Township with Sunbridge, providing some local relief for the current Township intersection. Townhome units are on lanes perpendicular to new street. Mixed use buildings with residential over at-grade parking, with commercial spaces extending from building ends. Commercial is supported by appropriately sized surface parking.

Gator Golf. Preservation of iconic miniature golf course, potentially flanked by two multifamily mixed use or residential buildings. Trail extends to front entrance of golf, and parking is redesigned in terraces to detain runoff and avoid steep side slope on parking lot. Possibility of townhomes at base of the hill, served by loop drive serving Gator Golf and connecting to Drake Street intersection.

Commercial enhancement. Access management with adjacent parking, with reduction and landscaping of existing parking in street yard. Also includes a commercial infill site.

Interconnected commercial. Connected parking lots to provide equivalent of a slip lane serving existing commercial and office uses. Mixed use/commercial with rear parking on site north of Golden Eagle.

Infill townhouses. Redevelopment of underused commercial site with townhouse group with internal greenways. If adjacent motel becomes available, project could also incorporate that site, with retail use at Rolling Hills intersection.

Market Avenue/Hobby Lobby Center. Defining Market Avenue and drive aisles clarifies circulation, parking, and path continuity. Improved connection between Market Avenue and drive adjacent to main building begins east-side collector system. Providing a clear access to College from Sara Lane, opens a site on the north side of Trinity Fellowship site for church-related senior housing or other development.

Plainview Connection. Plainview connection north and grid of east-west streets (Harold, Longview, Masonic) north opens potential multifamily sites east of the collector and lower density residential west. New quadrangle layout creates interior parking and open space with street-defining buildings.

Shopping center redevelopment. Longview and east-side collector provide framework for redevelopment, with mixed use buildings along extended Longview, leading to Lee Avenue alignment through the site. Mixed density housing includes small-lot single family along the Lee Avenue link, which continues north to Millsap using platted Hemlock Avenue. Shared use path generally follows new streets. Masonic is relocated as part of the project, providing continuous route between the two collectors.



Fiesta Square renewal. These views, looking to the northeast over the main Fiesta Square building, illustrate different phases of the property's potential development. An initial phase (above left) shows the new connection of Appleby Road and Plainview Avenue, the south end of a west-side collector that follows Plainview north to Millsap and eventually across the Fulbright Expressway to the Mall. In addition to improving circulation, this new street creates an opportunity for mixed use development at town center scale. It in turn frames the entrance to Fiesta Square and produces a more efficient and appropriately sized parking for the main center. A greenway along the Rolling Hills axis creates a strong visual and functional connection to College, extending walkways along the existing center to College. Street oriented buildings would be developed in this initial stage between College and the Appleby-Plainview connection. Development may provide space for a future BRT stop with station at Rolling Hills entrance.

A later phase (above right) adds a row of mixed use buildings along the west side of the new street, giving it the two-sided enclosure and feel of a major urban street while maintaining substantial surface parking to serve Fiesta Square. The Plainview connection north opens up other sites to primarily office and residential development, improving access to Washington Regional Hospital and providing land to satisfy a larger part of regional housing demand in or near the 71B corridor.



MALL DISTRICT

MILLSAP TO LAKE FAYETTEVILLE

Interchange: Millsap to Joyce

- Major interchange reconfiguration, including relocation of northbound lanes to pair with southbound
- Continuation of east- and west-side collector streets and improved local connections to create new development possibilities
- Redevelopment of vacated right-of-way with mixed use residential and office development with some support commercial
- Extensive new greenway and trail connectivity

Mall Area; Joyce to Lake Fayetteville

- Mall redevelopment program, maintaining existing building and adding new, market-driven uses and development on surplus parking area
- Improved visibility and connection to Lake Fayetteville from College corridor
- Modification of North College, consolidating travel lanes on west side of highway, converting east side from roadway to greenway

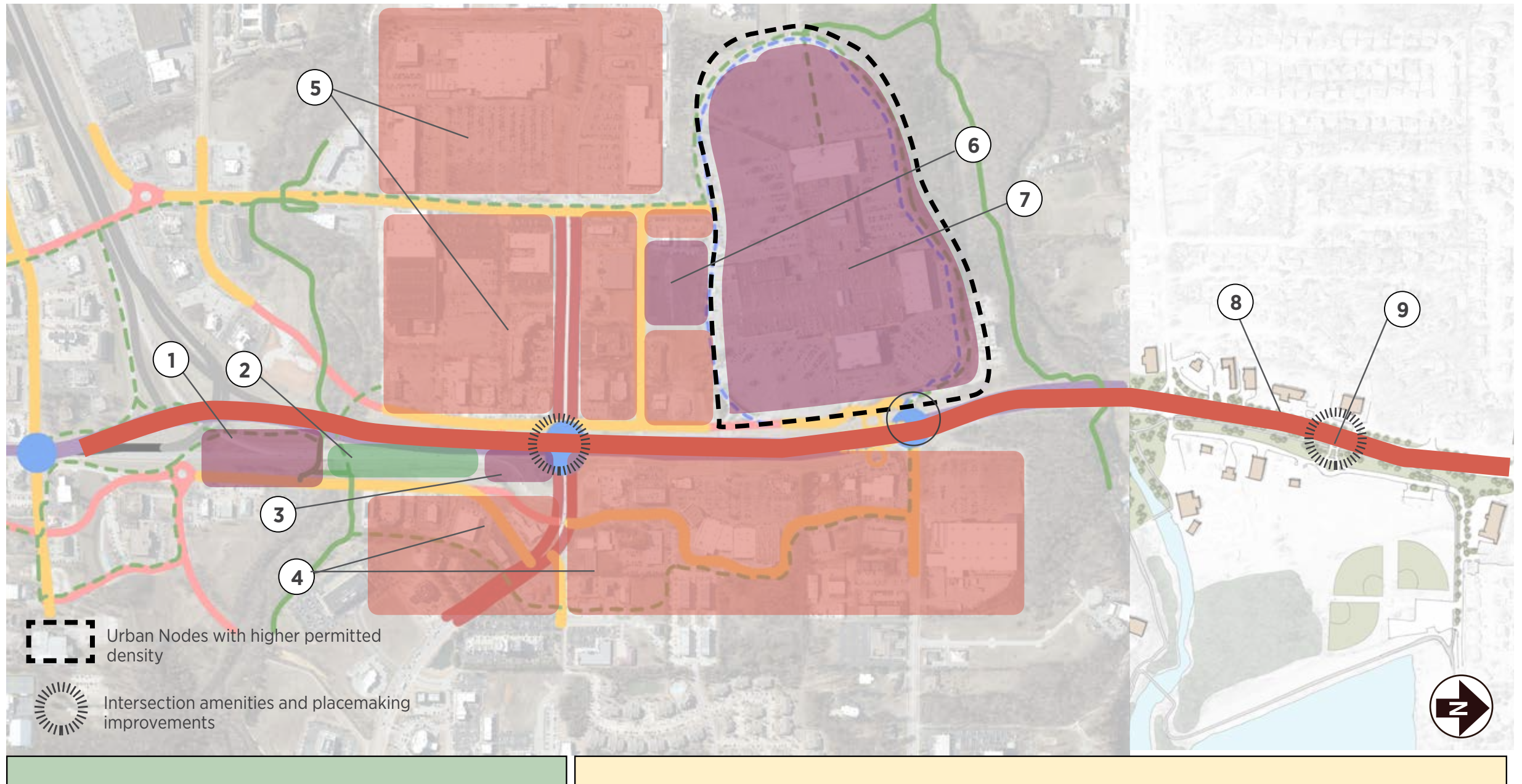


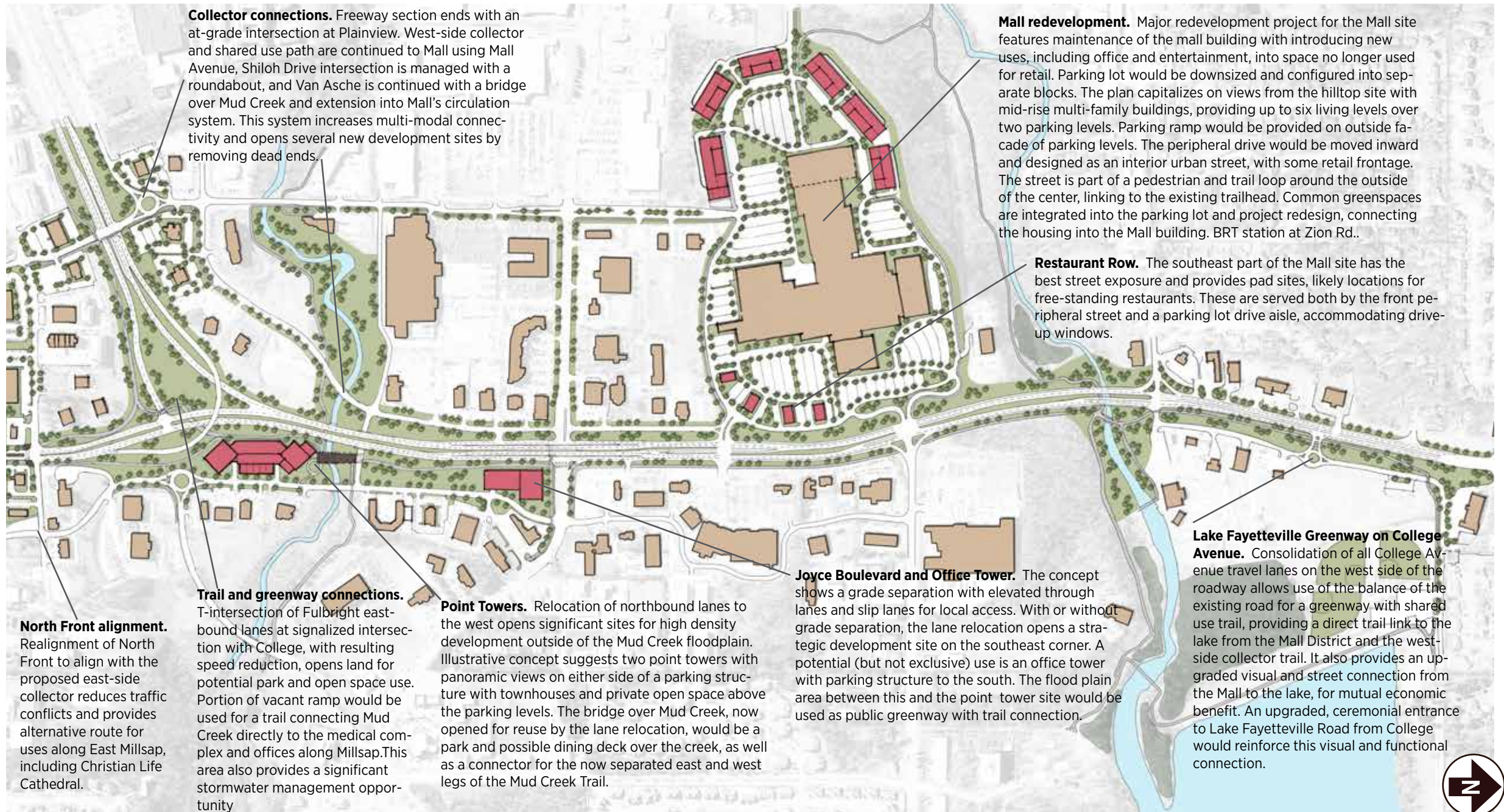
Google Earth aerial image



FIGURE 6.X: Mall District Development Framework: Millsap to Lake Fayetteville

1	With relocation of northbound lanes, residential point towers with parking structure and townhomes on upper deck.
2	Parks and trail corridor along North Front.
3	Office development with parking structure
4	Existing contemporary commercial
5	Existing contemporary commercial
6	Infill commercial, possibility of additional hospitality use
7	Mall redevelopment with evolution of existing mall building with new uses, commercial pads with street exposure, and major mid-rise, high-density housing
8	Consolidation of College Avenue lanes to west side of right-of-way, providing greenway on vacated roadway
9	Upgraded Lake Fayetteville entrance





Collector connections. Freeway section ends with an at-grade intersection at Plainview. West-side collector and shared use path are continued to Mall using Mall Avenue, Shiloh Drive intersection is managed with a roundabout, and Van Asche is continued with a bridge over Mud Creek and extension into Mall's circulation system. This system increases multi-modal connectivity and opens several new development sites by removing dead ends.

Mall redevelopment. Major redevelopment project for the Mall site features maintenance of the mall building with introducing new uses, including office and entertainment, into space no longer used for retail. Parking lot would be downsized and configured into separate blocks. The plan capitalizes on views from the hilltop site with mid-rise multi-family buildings, providing up to six living levels over two parking levels. Parking ramp would be provided on outside facade of parking levels. The peripheral drive would be moved inward and designed as an interior urban street, with some retail frontage. The street is part of a pedestrian and trail loop around the outside of the center, linking to the existing trailhead. Common greenspaces are integrated into the parking lot and project redesign, connecting the housing into the Mall building. BRT station at Zion Rd..

Restaurant Row. The southeast part of the Mall site has the best street exposure and provides pad sites, likely locations for free-standing restaurants. These are served both by the front peripheral street and a parking lot drive aisle, accommodating drive-up windows.

Lake Fayetteville Greenway on College Avenue. Consolidation of all College Avenue travel lanes on the west side of the roadway allows use of the balance of the existing road for a greenway with shared use trail, providing a direct trail link to the lake from the Mall District and the west-side collector trail. It also provides an upgraded visual and street connection from the Mall to the lake, for mutual economic benefit. An upgraded, ceremonial entrance to Lake Fayetteville Road from College would reinforce this visual and functional connection.

North Front alignment. Realignment of North Front to align with the proposed east-side collector reduces traffic conflicts and provides alternative route for uses along East Millsap, including Christian Life Cathedral.

Trail and greenway connections. T-intersection of Fulbright east-bound lanes at signalized intersection with College, with resulting speed reduction, opens land for potential park and open space use. Portion of vacant ramp would be used for a trail connecting Mud Creek directly to the medical complex and offices along Millsap. This area also provides a significant stormwater management opportunity

Point Towers. Relocation of northbound lanes to the west opens significant sites for high density development outside of the Mud Creek floodplain. Illustrative concept suggests two point towers with panoramic views on either side of a parking structure with townhouses and private open space above the parking levels. The bridge over Mud Creek, now opened for reuse by the lane relocation, would be a park and possible dining deck over the creek, as well as a connector for the now separated east and west legs of the Mud Creek Trail.

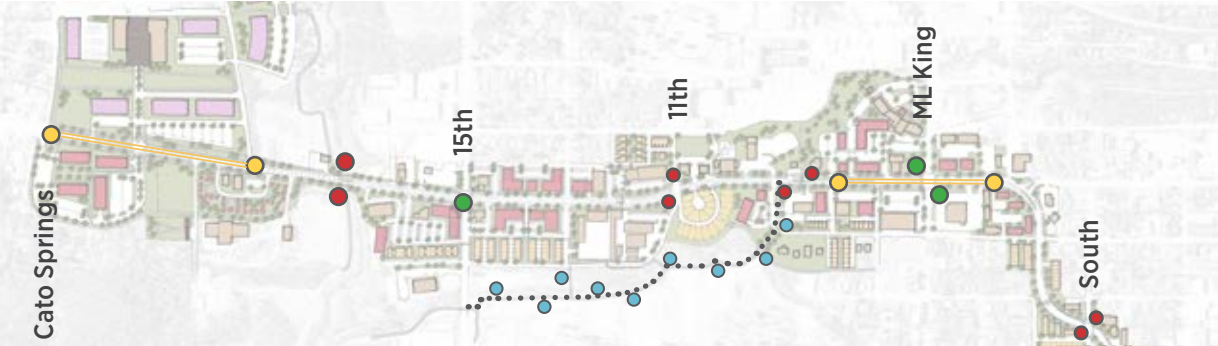
Joyce Boulevard and Office Tower. The concept shows a grade separation with elevated through lanes and slip lanes for local access. With or without grade separation, the lane relocation opens a strategic development site on the southeast corner. A potential (but not exclusive) use is an office tower with parking structure to the south. The flood plain area between this and the point tower site would be used as public greenway with trail connection.



Mall redevelopment concept. In this concept, the Mall’s peripheral drive would be moved inward toward the main building and redesigned as a city street. The drive relocation opens sites for residential buildings with some street level retailing. Parking would be provided on the lower levels, served by ramps on the back side of the apartment blocks. The site affords excellent views of the forested hills and creek to the west, and has direct access to the Razorback Greenway.



Cato Springs to Rock



Memorial to Millsap



- Subdistrict Gateway
- Urban Intersection Installation
- Major Pedestrian Crossing
- Major Free-Standing Art
- Functional Installation (e.g. bus shelter/station)
- Sculpture Trail Installation

PLACEMAKING AND PUBLIC ART

As stated earlier, creating distinctive urban places along the 71B corridor is important to the overall concept. This strategy has important environmental, economic, functional, and image-building dimensions. A high-quality physical environment helps transform a commercial corridor into an attractive place to live, while an improved image builds the corridor as a destination that attracts customers and builds business. Placemaking improvements also help users orient themselves along the street, improving its user experience and overall ease of use. Public art has a proven role to play in the process of creating places and should be a major part of the development of this corridor. The adjacency of the corridor to both the developing Arts Corridor and the University of Arkansas art department facilities provides the special opportunity to bring environmental art into a high-traffic public realm. This section is by no means a comprehensive plan for public art but is intended to open discussion on the value of a unified, contextual program for this highly public corridor. It identifies six specific types of art installations:

- Subdistrict gateways.** These define the edges and themes of identifiable districts along the the street, such as the research campus and Mill District along South School and the Restaurant District along College north of Township.
- Urban intersections.** These installations would help define major intersections along the way, including such locations as the MLK and Rolling Hills intersections. At special intersections such as bus rapid transit stops, art and function can be combined with thematically designed shelters or stations.
- Pedestrian crossings.** Major pedestrian intersections such as the Greenway and Town Branch Trail crossings can be marked by placemaking elements that also increase safety and visibility.
- Sculpture Trail.** Popular trails can become linear art galleries that attract users and enrich the experience of using

Fulbright to Lake Fayetteville



- Subdistrict Gateway
- Urban Intersection Installation
- Major Pedestrian Crossing
- Major Free-Standing Art
- Functional Installation (e.g. bus shelter/station)
- Sculpture Trail Installation

the trail. Skokie, Illinois' North Branch Trail segment demonstrates the popularity of art installations along trails.

Free-Standing Art. Major open spaces such as those envisioned with a redesign of the Fulbright interchange, the redirection of Green Acres Drive, and the center of roundabouts provide possibilities for major landmark installation.

Smaller, repetitive installations along the way can also be used to interpret local history, bring attention to specific sites, and even incorporate community art, including the art of young people, into the streetscape.

The maps on these pages provides a starting point for directing the locations of various installations along the corridor.



Functionality: Bus Shelters as Art. From left: Kansas City, MO* and Rochester, MN*



Free-Standing Installation. Paragon Prairie Tower, Des Moines*



Community History and Art. From left: Historical postcards, Council Bluffs, IA,* Kids Art, Shenandoah, IA,* Interpretation, Springfield, IL*



ENERGY AND ENVIRONMENTAL PERFORMANCE

The process of developing Fayetteville's Energy Action Plan began in early 2017 with a City Council approval of a resolution supporting the study. City staff enlisted a group of stakeholders with expertise in the fields of energy conservation, energy efficiency/green building design and retrofit, renewable energy design and installation, electric and gas utilities, and facilities management to work with elected officials to develop the framework for this plan. Staff and stakeholders used the STAR (Sustainable Tools for Assessing and Rating Communities) system, combined with peer city research, international best practices, and public input as the foundation for the document. The plan was adopted by the City Council in January, 2018.

The basic goal of the EAP is the reduction of greenhouse gas emissions for activities occurring in the city. The plan's target is a reduction of 80% in GHG emissions by 2050 from a 2010 baseline. But a major insight of the plan that actions that reduce GHG emissions also help create a better, healthier, and economically efficient city.

The plan operationalizes this goal by establishing overall goals at “sector” levels - cross-sector addressing all primary issue areas, buildings, energy supply, transportation, and waste. The plan then establishes strategies and action items designed to accomplish these goals. A document like this 71B Plan, addressing a corridor that is sprawling, low-density, and auto dependent, is an element of a strategy to transform a problem into a solution – and to do this through a non-disruptive, evolutionary process. The table in this section reviews the overall sector goals of the Energy Action Plan and addresses how this document's directions, policies, and recommendations are relevant to the urgent local and global challenges that we face in addressing climate change.

ENERGY ACTION PLAN GOALS AND FRAMEWORK	71B CORRIDOR PLAN RESPONSE
CROSS SECTOR	
• Reduce total housing and transportation costs to 45% of area median income • Develop and expand Fayetteville's reputation as a hub for socially and economically responsible business development, entrepreneurship, and green jobs • Build local support for national carbon emission reduction and carbon capture strategies	The 71B Corridor Plan (the Plan) includes housing as a major component and helps achieve this goal by integrating approximately 3,000 new housing units into the study area. By placing housing in direct proximity to this major transportation corridor and associated employment centers, residents' ratio of transportation to housing costs will be reduced. The plan provides for diverse housing types, but emphasizes higher-density multi-family development, attached units, and small-lot single family development, types of housing currently grouped together as the “missing middle.” While the plan does not mandate specific income mixes, these densities generally realize economies of scale, improved energy efficiency because of less exterior wall per unit, and greater support for public and active transportation modes. The plan embodies placemaking throughout with identification of distinctive districts, and calls for preservation and adaptive reuse of structures and the existing built environment where feasible. This results in a fiscally responsible development pattern by utilizing existing buildings and the built environment as an asset. This in turn advances the City's reputation for socially and economically responsible business development. Extending the life of older commercial buildings can also result in lower rents, providing a fertile environment for entrepreneurship and start-up businesses. As described in response to some of the other goals, the Plan directly combats climate change and reduction of carbon dioxide by increasing the percentage of non-vehicle and transit trips compared to single occupancy vehicle trips.
BUILDINGS	
• Complete periodic feasibility analyses of building energy code updates • Achieve 3% annual reduction in overall energy usage by total building stock • Achieve 40% tree canopy coverage by 2030	One of the five broad principles the Plan is “Reality and Respect”. This principle is expressed by the preservation and adaptive reuse of buildings when possible. Demolishing existing building and re-building new buildings has a substantial environmental cost that includes a larger consumption of energy and materials over renovation. The plan encourages reuse of existing building stock, maintenance of structures and businesses with special significance to Fayetteville, and in some cases introduction of new uses into existing buildings, a pattern already evidenced in the Mill District. This does not imply that existing buildings should never be replaced. Free-standing commercial buildings built during an earlier period can be very inefficient, and the plan also proposes replacement and redevelopment of inefficient or uneconomic buildings with new development at higher density and, under current city codes, higher efficiency. Other significant plan recommendations and illustrations include redesigning parking lots to increase efficiency and reduce impermeable area, rethinking intersections and interchanges to reduce pavement and introduce a variety of functional green spaces from neighborhood squares, accessible large-scale spaces at the Fulbright interchange, and greenways along trails and drainage corridors. All of these create important opportunities for both stormwater management and increasing tree cover. The plan's street design guides for 71B and associated streets also envision extensive use of street trees and landscaping.

ENERGY ACTION PLAN GOALS AND FRAMEWORK		71B CORRIDOR PLAN RESPONSE
ENERGY SUPPLY		
• Achieve 100% local government clean energy by 2030 • Achieve 50% community-wide clean energy by 2030 • Achieve 50% community-wide clean energy by 2030	While sources of energy are somewhat beyond the scope of a plan, some of the form-based recommendations of the Regulating Plan such as step-downs in scale and building height help move toward preserving solar access. The Plan emphasizes active and zero- and low-emission modes as the principal means of internal travel. It incorporates a connected series of multi-use trail systems paralleling the 71B Corridor, often on both sides of the roadway. This will help the city increase its ratio of community-wide clean energy as the trail system will accommodate clean micro-transit such as e-scooters and e-bikes. Finally, accommodation of transit modes like local circulators and bus rapid transit increase the efficacy of electric vehicles. A gradual increase in density may eventually make light rail or other fixed guideway, high capacity systems feasible.	
TRANSPORTATION		
• Reduce per capita vehicle miles traveled to 2010 levels by 2030 • Achieve 25% bike/walk/transit mode share by 2030	The vision of corridor urbanism ultimately is to show a practical way to achieve mixed use urban corridors that uses the land use inefficiency inherent in commercial strips as a resource to build quality living environments, placing residents within easy walking or biking distance from the goods, services, and attractions offered by these corridors. If achieved, this concept reduces the number of short- and medium-distance auto trips that people now make by default. To achieve this strategic vision, the Plan envisions and includes implementation steps that ultimately invest millions of dollars in creating a multi-modal transportation system. This program will include miles of sidewalks, trails, and a transit-ready corridor. This framework is intended to directly reduce per capita vehicle miles traveled and achieve a substantial increase in routine trips now made by automobile, thus increasing the mode share of active transportation. in bike/walk mode share. Another plan focus that will reduce VMT and GHG emissions is its supplementary street system, which increases orientation for people using the corridor and provides alternative routes with less local/through traffic friction. This increases efficiency by reducing the common practice of doubling back to reach a destination and idling at congestion points like major intersections. More direct and clearer local routes to destinations decrease VMT and reduce pollution, even by internal combustion engines.	
WASTE		
• Achieve 40% total waste diversion from the landfill by 2027	As stated in the response to the ‘Building’ goal, the Plan takes an evolutionary approach, balancing preservation and adaptive reuse of existing buildings in productive use with new development on underused or inefficiently developed sites, including excessively large parking lots. It also increases productive building area, walkability, and street orientation by proposing interior streets in large parking lots and creating secondary collectors. This contrasts with an approach that aggressively demolishes buildings along the corridor, sometimes with insufficient market to support replacement. The Plan both promotes a fiscally responsible development pattern consistent with markets and advances the City’s waste diversion goals. Demolition results in obvious waste to the landfill. Reuse and interior rehabilitation generally results in fewer greenhouse gas emissions than new construction.	

7/THE REGULATING PLAN

Land development regulations are arguably the most frequently used, day-to-day tool in implementing a plan such as this one. Project decisions are made incrementally and on an individual basis. Aside from capital investments, though, the regulating plan provides the essential framework for implementation. This chapter provides a general guide for that framework for future zoning, site development, and future policy decisions on the 71B corridor. It refers to and corresponds directly with the Illustrative Plan and Transportation Framework Plan which are part of this overall plan document.

INTRODUCTION AND ORGANIZATION

This chapter establishes principles and recommendations for a regulatory program that will help move toward the mixed-use corridor urbanism envisioned by this plan. It is organized in three parts:

- A brief review of current zoning in the 71B study areas and an overall zoning concept that will encourage long-term implementation of the land use and development components of this plan.
- Recommendations for form-based and site design regulations that apply throughout the study corridor.
- Recommendations and directions that are specially adapted to each of the four character segments of the study corridor.

EXISTING ZONING AND POSSIBLE MODIFICATIONS

Overall Zoning Structure

Fayetteville’s unified development code (UDC) includes traditional use and intensity-based zoning districts, categories that reflect specific urban contexts, and a flexible, project-specific planned zoning district. Many of these districts have mixed use features that permit both residential and non-residential uses under appropriate conditions. The code also includes form-based elements that focus on establishing build-to lines to require strong street orientation, relate permitted heights to streets designated in the transportation master plan. In addition, two districts, the UT Urban Thoroughfare and DC Downtown Core districts are largely designed as form-based districts within specific geographic areas. The mixed use UT district, largely located in spots along College Avenue north of Maple Street to North Street, may be of special interest for other segments along 71B.

The zoning maps on page 113 illustrate zoning district categories in the study area, discussed in more detail below.

South School Segment, Cato Springs to Archibald Yell

The South School segment falls into several primary categories. The University of Arkansas Research Park and other land south of Town Branch Creek is typically in the I-1 zone, oriented toward intensive commercial and general industrial use. Some parcels along the street south of the creek

are zoned C-2 (thoroughfare commercial) and CS (community services). I-1 and C-2 do not permit the medium- and high-density residential uses recommended for parts of this area in the illustrative plan.

The mixed use clusters at the 15th Street and MLK intersections are appropriately zoned MSC (Main Street Center). These two intersections areas include the Mill District, the proposed redevelopment of the Co-op site on the southwest corner of MLK and South School, and the potential redevelopment of the 15th and South School intersection. The MSC category is consistent with the concepts introduced by the illustrative plan.

The balance of the South School portion of the study area is in the DG Downtown General category, a broad category that accommodates the mix of uses anticipated by the illustrative plan. However, some of the salvage, industrial, and heavy commercial uses currently in these areas appear to be nonconforming uses.

Archibald Yell: South School to Rock

This segment, adjacent to and south of the Downtown Core, is currently zoned MSC from Locust Avenue (both sides), a contiguous extension of the MLK and South School intersection; and DG north to Rock Street. Both are consistent with both existing uses and recommendations of the illustrative plan.

North College, North to Fulbright Interchange

Nearly all of the parcels fronting North College between North and the Fulbright Expressway interchange are currently zoned C-2 (Thoroughfare Commercial). This is a district largely designed for high traffic commercial corridors that have regional markets. As such, it is clearly appropriate to the North College status quo, but less compatible with the concept of a mixed use corridor concept, integrating residential with commercial, service, and employment uses. The R-O and higher-density RSF-24- and RSF-40 districts are transitional categories current and recommended use patterns.

Similarly, most private parcels and developments north of the interchange, including large format retail centers are also zoned C-2. While this would remain appropriate for most of the area’s long-term development, it does not accommodate potential mixed use redevelopment at the Northwest Arkansas Mall. Of existing zoning districts, C-3 zoning, used for mixed use buildings in the Uptown development along Steele Boulevard, is more consistent with the illustrative plan concept. However, C-3 does not necessarily generate the more nuanced and inter-related development

forms envisioned by the development framework and illustrative plans shown in Chapter Six.

Overall Zoning Strategy

While some of the study area’s zoning districts are consistent with the illustrative plan’s connected mixed use concept, others – most notably the C-2 district predominant along North College – do not provide the requisite flexibility. In addition, the existing form-based provisions in the Fayetteville UDC may not be complete enough to execute the corridor urbanism concept fully. For example, the different character and scale of subdistricts is not reflected in existing zoning tools. A revised zoning regime to consider includes:

- A general base zone that covers the entire corridor and applies a limited number of strategic corridor-wide guidelines. This could be done under the UT Urban Thoroughfare category, augmented with form-based and site design guidelines that apply throughout the 71B study corridor. The UT district could have additional designators – UT-1, UT-2, and so forth – that apply to other major mixed use streets with different characteristics. Assume for purposes of this regulating plan that the current 71B study area is designated as UT-1.
- Within a future UT-1 category, individual requirements or guidelines would be established for each of the four character-based subdistricts identified in the illustrative plan.

CORRIDOR-WIDE GUIDELINES

The following items address policies and criteria that lead to the outcomes envisioned by the overall corridor plan. They are divided into two categories: on-corridor development, focused on elements that specifically affect the visual and development environment along the street; and transitional areas, considering the boundary conditions between and interaction between the corridor and its adjacent neighbors. These recommendations fall within three categories:

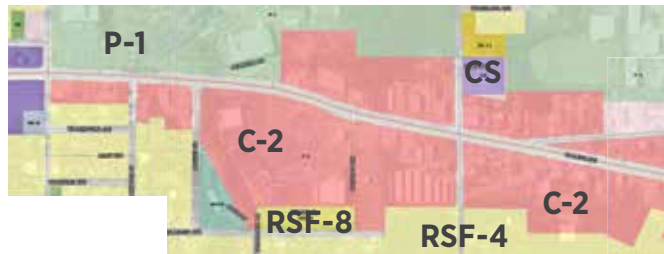
Policies are general guidelines that public and private decision-makers apply within development design and review processes, but can be difficult to quantify with specific numerical regulators.

Comprehensive Plan refers to policies, maps, and other specific measures that are incorporated as comprehensive plan elements and are typically implemented through capital investments.

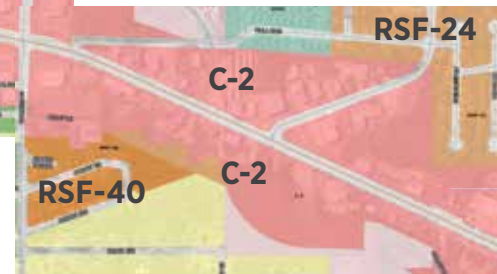


Existing Zoning: South School Avenue and Archibald Yell Segments, Cato Springs to Rock

Zoning					
R-A	Residential-Agricultural	RSF-12	Residential Single-Family - 12 Units Per Acre	I-2	General Industrial
RSF-3	Residential Single-Family - One Half Unit Per Acre	RSF-12	Residential Single-Family - 12 Units Per Acre	I-4	Industrial Extraction
RSF-1	Residential Single-Family - 1 Unit Per Acre	RMF-6	Residential Multi-Family - 6 Units Per Acre	R-O	Residential-Office
RSF-2	Residential Single-Family - 2 Units Per Acre	RMF-12	Residential Multi-Family - 12 Units Per Acre	C-1	Neighborhood Commercial
RSF-4	Residential Single-Family - 4 Units Per Acre	RMF-18	Residential Multi-Family - 18 Units Per Acre	C-2	Thoroughfare Commercial
RSF-7	Residential Single-Family - 7 Units Per Acre	RMF-24	Residential Multi-Family - 24 Units Per Acre	C-3	Central Commercial
RSF-8	Residential Single-Family - 8 Units Per Acre	RMF-40	Residential Multi-Family - 40 Units Per Acre	DC	Downtown Core
		I-1	Heavy Commercial and Light Industrial	UT	Urban Thoroughfare
				MSC	Main Street Center
				DG	Downtown General
				CS	Community Services
				NS-G	Neighborhood Conservation
				NC	Neighborhood Conservation
				PZD	Planned zoning districts - Commercial, Industrial, Residential
				PZD	Planned zoning districts - Commercial, Industrial, Residential
				PZD	Planned zoning districts - Commercial, Industrial, Residential
				I-1	Institutional



Existing Zoning: North College Segment, North Street to Fulbright Interchange



Regulatory are specific required items to be drafted as part of a UT-1 or similar district, adding special requirements and standards that apply to all parts of the 71B planning corridor.

ON-CORRIDOR DEVELOPMENT

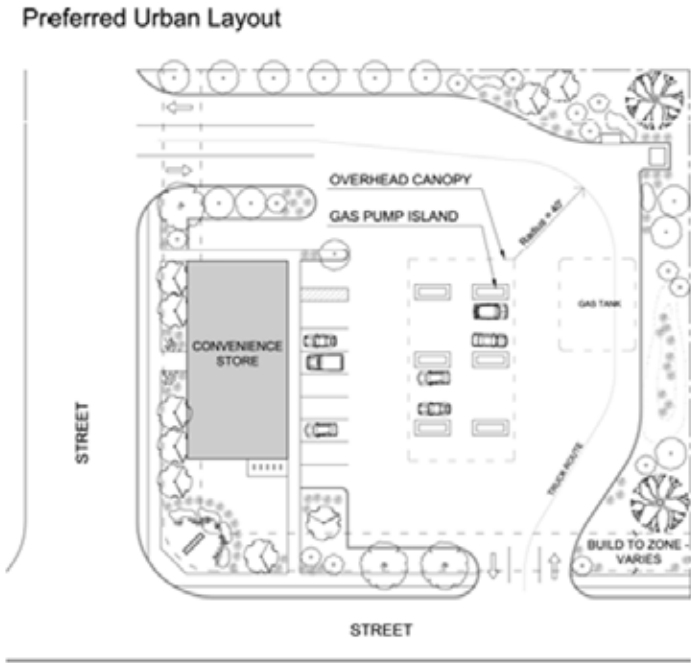
- Each subdistrict within the corridor (as identified on the illustrative plan) defines and communicates its own character within the context of the larger 71B corridor. **(Policy:** Implementation by city and corridor organization)
- Adjacent subdistricts, and development within subdistricts, connect to each other through shared use paths, sidewalks, collector streets, and drives. These connecting points, identified in the Transportation Framework Plan, are respected with redevelopment or major retrofit projects. **(Regulatory:** Implementation by City)

Vehicular

- The City’s Master Street Plan should be updated to reference the planned connections shown within the Transportation Framework Plan. **(Comprehensive Plan:** Implementation by City)
- The connections shown rely on forming a quality network of both public and private dedications/connections. **(Policy:** Implementation by City)
- Secondary connecting roads and drives may be built to current standard street sections shown in the Master Street Plan. Updates to the Master Street Plan should consider the nature and function of these local connections and apply sections specific to their contexts. **(Policy and Regulatory:** Implementation by City)
- For purposes of a future full regulating plan, private slip lanes and collector links may be considered as public street frontage for the purpose of placing buildings within build-to zones **(Regulatory:** Implementation by City)
- Multi-family parking may be addressed differently from that serving other types of development, reflecting differences in land planning, functions and adjacency, and specific contexts. **(Regulatory:** Implementation by City)

Active Transportation

- The City should update the Master Trail Plan to reflect proposed shared use path connections. **(Comprehensive Plan:** Implementation

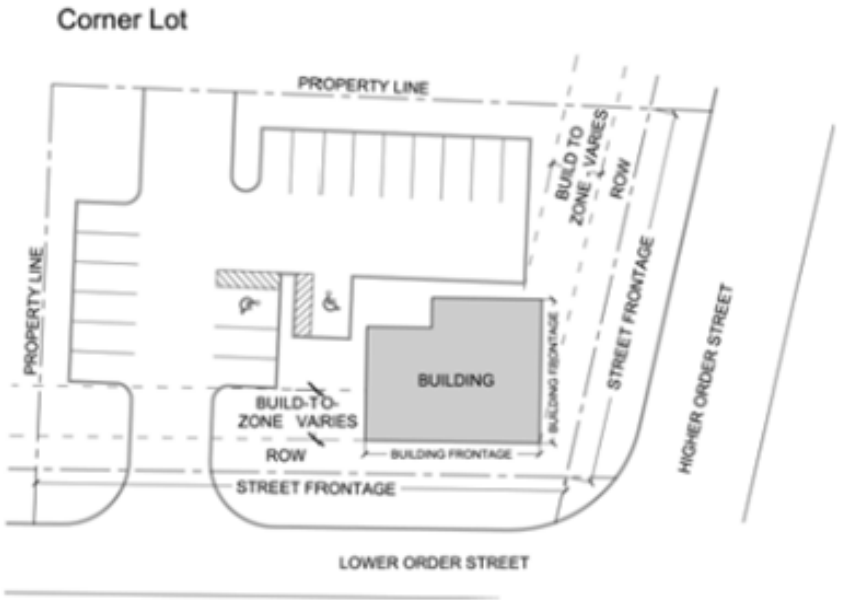


Example of minimum built street frontage for a corner lot taken from Chapter 164.06 of the City of Fayetteville’s UDC

- by City)
- New development projects should accommodate the proposed shared use trail network along the 71B corridor. Actual alignments may be adjusted to the design of the project, but must maintain continuity. **(Comprehensive Plan and Regulatory:** Implementation by City)
- All projects should provide direct, safe, and protected pedestrian connections to and from public sidewalks along the corridor. Projects should also provide direct connections when they are served by an adjacent trail segment. **(Regulatory:** Implementation by City)

Open Space

- Project design should locate, design, and manage stormwater management features (including retention and detention basins, swales, surface drainageways, constructed wetlands, and greenways) to both meet functional requirements and provide visual amenities,



Preferred Urban layout for fueling station as shown in the City of Fayetteville’s UDC, 164.06

- entryway features, or opportunities for passive recreation. **(Regulatory:** Implementation by City)
- Minimize development within 100-year floodplains. When development occurs within these areas, require that development includes:
 - Features that prevent any impact including displacement, additional flows, or expansion of flood boundary lines on any property outside of the subject site and
 - A design that minimizes potential damage or impact to any habitable portion of any off-site building.
- Provide functional open spaces internal to developments that are defined by buildings, are observable to residents and workers in surrounding spaces, and have features and spaces that encourage activity and passive enjoyment by adjacent users. Follow CPED (Crime Prevention through Environmental Design) standards to ensure both security and active, productive use. Avoid undefined open spaces that do not have specific functions or goals for use by people.

Built Character

Build-to or setback lines

- When possible, projects should maintain a close relationship with and orientation to adjacent streets and public ways. Form-based standards contained within recent hybrid zoning districts should be implemented with new developments and retrofits along the corridor. **(Regulatory:** Implementation by City)
- Because of 71B’s large number of existing buildings with deep setbacks, it may not be possible or appropriate for all new buildings to be placed on build-to lines adjacent to or near streets. Where bulk, scale, internal drive connections, or other issues intervene, flexible methods in building siting should be applied, but deeper setbacks should be remediated by clear relationships to adjacent streets, public open spaces, and pathways. Surface parking between the 71B right-of-way line and facades facing 71B should be minimized. **(Regulatory:** Implementation by City)

Parking and vehicular accommodation within development

- The City of Fayetteville’s UDC currently has progressive parking and vehicular accommodation requirements that will serve the corridor well as it redevelops. Parking should be located behind and to the sides of buildings with build-to zone requirements. Parking standards as currently covered in Chapter 172 of the UDC should be utilized. **(Regulatory:** Implementation by City)
- Auto-oriented businesses such as fuel stations or drive-through establishments should adhere to the urban layout guidelines set forth in UDC Section 164.06 (E) to minimize their impact on 71B and other public streets. **(Regulatory:** Implementation by City)

Number of Stories

- The typical maximum height for buildings along the 71B corridor should be three to four stories. This may increase in specially designated areas. **(Regulatory:** Implementation by City)
- In selected urban nodes or sites within subdistricts, free-standing buildings up to seven stories (consistent with existing UT district standards) may be considered for compatibility with surrounding design character and impact on residential areas. Individual, isolated sites may tolerate up to ten stories. Examples of these nodes include Fiesta Square or the corridor segment between Millsap and the northern city limits. Most existing office buildings, hotels, and



Internalized parking within a multi-family development, New Orleans, LA

structures in this area do not exceed 5 stories in height. **(Regulatory:** Implementation by City).

Signage

- New development or redevelopment along the corridor should use wall or monument signage. **(Regulatory:** Implementation by City)

TRANSITION AREAS

Transitions between intensive corridor development and surrounding, lower-intensity neighborhoods and uses can present significant issues. These issues include noise, light, traffic, and building scale. Internal use and intensity transitions within mixed use (such as proximate commercial and residential uses) also must be managed. Typically, the most intensive and public settings are directly adjacent to the corridor. Properties farther from the 71B “main line” transition to a smaller scale residential pattern, particularly in the southern and middle subdistricts of the corridor.

A variety of planning tools are available to address use and intensity transitions within and outside of the mixed use corridors and a proposed UT-1 district should include requirements for managing these potential conflicts. Examples of transitional area treatments include:

- Near residential areas, prohibiting parking lots between public streets and buildings to reflect development patterns of adjacent residential development. **(Regulatory:** Implementation by City)
- Provide most parking within multi-family residential projects rather than between buildings and the street, thereby defining the street

edge with residential buildings. **(Regulatory through site plan review:** Implementation by City)

- Design lighting of commercial and industrial signage to minimize impact on adjacent residential areas. **(Regulatory:** Implementation by City)
- Avoid channeling traffic generated by higher-intensity uses to low traffic streets except as part of comprehensively planned, mixed use projects. **(Regulatory through site plan review:** Implementation by City)
- Make maximum use of internal cross-easements and shared access points between or within individual projects when possible. **(Regulatory:** Implementation by City)
- Use traffic calming techniques to reduce speeds between adjacent properties. **(Policy:** Implementation by City)
- Connect buildings on the site with internal streets, drives, and pedestrian connections and pathways to prevent unnecessary traffic in adjacent areas. **(Policy and Regulatory:** Implementation by City)

Transition tools such as landscaped buffers and step-downs in height and scale of buildings are already included in the UDC. Techniques to connect corridor development to surrounding areas should also be considered and include:

- In retrofits of larger-scale existing buildings or new construction, providing public spaces for interaction. **(Policy:** Implementation by City and property owners/developers)
- Using liner buildings along blank walls of commercial “boxes” with office, small-scale storefronts, or multifamily, possibly serviced by interior service alleys. **(Policy:** Implementation by City and developers)

But transitions are not just about managing and minimizing conflicts. Connectivity and mutual reinforcement of urban environments are fundamental values of the 71B concept. A successful corridor responds to the needs of both residents and businesses, and establishes a fabric based on connectedness. To this end, the plan advocates a circulation network that both improves internal links and connects the corridor to the rest of the city. Good transition techniques that provide connectedness without conflict include:

- Using public environments like public open space, interior streets or



Parking within a building footprint. Parking contained at or half a level below grade within the walls of the building support three levels of apartments above with minimal surface parking. (Wauwatosa, WI)



Screening parking with projecting storefronts. This concept on a significant street permits both at-grade parking and street-facing retail. (Iowa City, IA)



Parking bays separated by landscaped corridors. Requiring a landscaped separation between each three contiguous parking bays breaks up large expanses of parking when they occur. (Derby, KS)



drive aisles with a residential street character, and trail and greenway corridors to provide positive common ground between residential and commercial uses.

- Creating residential clusters and neighborhoods that connect to surrounding commercial development but have sufficient critical mass and common space to form an interior residential environment.
- Orienting commercial and residential service areas toward each other or locating commercial service areas to avoid impacts on residential neighbors.
- Establishing a gradient scale on projects adjacent to pre-existing single-family residential neighborhoods, stepping residential density or project intensity down from highest along the 71B corridor itself to lowest adjacent to low-density development. An approach to consider might be limiting new residential density to a specific increment (for example 200%) within 100 feet (or a typical lot depth) of pre-existing developed residential blocks.
- Managing the size and visibility of commercial signage, focusing signage toward the main corridor.

The City of Fayetteville’s implementation of good planning policies, strong site development design standards for multifamily and non-residential uses, and zoning districts with form-based components have addressed land use transitions along 71B. These districts and standards, paired with the transportation framework and illustrative plans within this study, will help ensure that the evolution of the 71B corridor also benefits surrounding parts of the city.

REGULATORY DIRECTIONS

Many of the regulatory items noted above will ultimately be incorporated into Fayetteville’s UDC as design standards or form-based elements within a possible UT or other format. This section presents more detailed approaches, implementing corridor-wide guidelines. It identifies objectives and provide sample language and quantitative factors that can provide a starting point for discussion and negotiation.

PARKING

Objective: Minimize amount and visibility of surface parking from 71B.
Potential approach:

- In new development, surface parking should avoid or minimize a location between the street facade of a building and the 71B corridor. If permitted, surface parking should not cover more than 25% of the area of the streetyard along 71B (the area of a rectangle between the street facing facade and the right-of-way line).

Objective: Minimize the amount and visibility of parking serving multi-story structures. *Potential approaches:*

- Multi-story buildings, typically with residential and office uses on upper levels, should maximize opportunities to locate their parking within the building footprint or a parking structure.
- At least 50% of the exterior of parking along and visible from 71B or

intersecting streets included in the city’s Master Street Plan should be screened at street level by another building (such as a retail storefront), earthwork with landscaping (such as a landscaped berm), or a facade similar in design to the rest of the building.

- Maintain flexibility to modify parking standards on an individual basis when a project demonstrates that its potential density, special urban design features, or building and site design quality provide benefits that compensate for reduced screening or landscaping.

Objective: Reduce the scale and impact of lots, minimize heat island effects, and provide more effective interior storm water management.
Potential approaches:

- In surface parking lots, provide a landscaped corridor of at least 20 feet for every three contiguous parking bays. A parking bay is defined as one or two strips of perpendicular or diagonal parking and the drive aisle that serves them. The landscaped corridor should include stormwater management techniques such as rain gardens.
- For surface parking lots with a capacity of 50 or more spaces, provide permeable pavement for at least 50% of paved area.
- Divide parking lots with a capacity of 150 or more spaces into parking blocks of not more than 75 stalls, separated by landscaped corridors.
- For parking lots with 100 or more stalls, provide deciduous tree cover that shades a minimum of 25% of the paved area of the lot. Specific crown diameters for acceptable trees will be established in the UDC.

ACCESS MANAGEMENT

Objective: Minimize number of curb and driveway cuts along 71B to reduce conflict points and traffic friction along the corridor and improve connectivity for pedestrians and personal mobility modes. *Potential approaches:*

The design of existing surface parking lots should be modified as follows:

- Replace existing direct access from parking facilities to 71B with access from available intersecting streets whenever possible, provided connections to these streets have full access in both directions.
- When intersecting streets are not available, provide shared,

continuous drive aisles, slip lanes, and other techniques to connect parking lots serving different properties to minimize points of direct access to 71B.

- In order to provide full access, mid-block direct driveway accesses to 71B on opposite sides must be aligned with each other. These accesses may be provided at median cuts with protected left turns or at least 150 feet from intersections on sections with two way turn lanes.

CONTEXT-SPECIFIC BUILDING SCALE

Objective: Establish building scale and form appropriate to different settings along the 71B corridor. Potential approaches:

- Establish a maximum, uninterrupted building length of 200 feet along the North College Avenue segment between North Street and the north city limits; 100 feet along the Archibald Yell segment between Rock Street and Martin Luther King Boulevard; and 150 feet along the South School Avenue segment from the MLK Boulevard intersection to Cato Springs Road. Provide flexibility to waive or expand these maximums for comprehensively planned projects on large sites in excess of five acres. These projects should demonstrate features that reduce the impact of larger buildings and increase their facade variety and quality.
- Establish a typical maximum height of four stories over grade level along South School Avenue between Cato Springs Road and MLK Boulevard and along North College Avenue from North Street to the north city limits. Establish a three-level maximum for any development along Archibald Yell between MLK Boulevard and Rock Street.
- Reduce the typical maximum height by one story for any building within 150 feet of any RSF or NC District. However, no reduction under this guideline should establish a maximum height less than three stories above grade level for any building.
- Increase scale and height levels at strategic locations including the Fiesta Square area, the Northwest Arkansas Mall site, potential development areas opened up as part of a modification of the Fulbright Expressway interchange, the former Co-op site, and key intersection nodes. Potential maximum building heights should be consistent with those of the UT District, with the exception of up to ten stories on any sites that would be made available by modifications of



Step-back building concept at Urban Place nodes. The possible regulation permits a two (rather than three)-story minimum height at the building line, provided that the project includes a higher building, consistent with UT requirements, behind.

the Fulbright Expressway intersection. Node locations are identified in the subdistrict recommendations shown in the following section.

PLACEMAKING AT URBAN NODES

Objective: Define Urban Place Intersections at key locations, where higher densities are established for new projects and a context-specific street definition is required. Potential approaches:

- Define key urban place intersections along the 71B corridor. Candidate urban places include intersections of 71B with 15th Street, MLK, Sycamore, Township, Rolling Hills, and Millsap.
- For new development at urban places, establish a build-to zone that defines the corner while providing room for amenities, including a corner place and transit accommodations. A reasonable build-to zone would include a maximum setback of 25 feet from the curb line of 71B and intersecting major streets.
- For new urban place intersections, require a three-story minimum height and up to a maximum as provided by the UT Urban Thoroughfare district. A step-back building is permitted with a two-story component on the build-to line, stepping up to a higher building block behind (see accompanying illustration).



- New development should provide space for an urban corner amenity, incorporating landscaping, street furniture, special lighting, or other features. Site design at potential BRT station stops should provide adequate space to accommodate pedestrian circulation, a transit station or shelter, and related amenities.

ACTIVE TRANSPORTATION CONNECTIVITY/ORIENTATION

Objective: Provide connectivity and utility for pedestrian, bicycle, and personal mobility devices. Potential approaches:

- Site plans for new development projects should provide access and easements as required for shared use paths and roadways, generally as provided in Transportation Framework. Flexibility in routing through a site should be permitted, provided that overall performance standards for directness, safety, and experience are met.
- Developments with frontage along 71B should provide front facades with direct, safe, and secure pedestrian connections from the public sidewalk to the building entrances.
- Buildings adjacent to a shared-use path identified in this plan should provide a finished facade to the path and a direct, safe, and secure connection from the path to the adjacent building.
- New developments should include construction of a six-foot sidewalk segment along 71B, consistent with city standards and overall street design concepts.

CORRIDOR CONTEXTS WITH COMMENTARY



Google Image

Hobby Lobby Shopping Center/Harold and Lee Street Area along the eastern side of the corridor

The above image illustrates a service and delivery area behind a commercial development adjacent to existing residential neighborhoods across a street. The view and feel of this transition area could be upgraded by adding landscaping, re-orienting the service area, and other design techniques.



Google Image

View looking east toward 71B Street from the location of a residential lot on the north side of East Harold Street.

This office building, an adaptive reuse of a former fire station, is highly compatible with the surrounding residential area. Contributing factors include scale of the building, relationship of the structure to the street, mature vegetation, an attractive and transparent building façade, and parking orientation.



Google Image

Car wash and service on North Lee Avenue

Mature trees, pedestrian elements, and the orientation of an auto-oriented business help create an acceptable transition environment from commercial to residential.



Google Image

Classic motel in Midtown segment of North College Avenue

Topographic changes along the east side of 71B in the midtown area provide a substantive natural transition zone with vertical separation between the commercial and residential areas. However, this same topography also impedes traffic and pedestrian connectivity between North College and neighboring residential areas.



Daisy Exchange retail store at the Northwest corner of East Sycamore and North College Avenue.

Recent development along the corridor is more street- and pedestrian-oriented than older developments along the corridor.



Zoning Transition on the Northwest Corner of College and Sycamore

Over the past 5 years, the City has implemented hybrid zoning districts with form-based components that help ease transitions from more to less intensive uses. In the example of East Sycamore shown above, the C-2 district prevalent along College Avenue transitions through the CS Community Services mixed use zone and the medium-density residential RI-12 Residential Intermediate-12 (12 units/acre) district.

Midtown



Evelyn Hills Shopping Center (above left), the city’s first major multi-tenant center displays a number of significant issues that a retrofit consistent with the guidelines addressed in this section would address. These include the lack of a continuous pedestrian connection between the College Avenue crosswalk and the center’s pedestrian way; lack of clear circulation through in the parking lot, and lack of relationship to new residential development on the east. ***Recent multi-tenant commercial building at Sycamore and College***, while still a single-use project, displays much better pedestrian access and provides an urban place at the corner.

South Fayetteville



The Varsity House Apartment complex along 71B in south Fayetteville addresses the pedestrian environment and street edge along South School, transitioning to a more typical apartment layout to the west. This development is also in the mixed use Community Services (CS) zoning district, which permits a range of residential densities and low-intensity commercial along with some form-based components.

The Mill District is evolving as a strong mixed use node, consistent with the concept behind its form-based, mixed use MSC Main Street Center district. This district provides the flexibility for innovative projects like the Mill adaptive reuse and the planned redevelopment of the Co-op shown in the background of the above photograph. MSC sets up the concept of concentrated, strategic nodes at major points along the corridor.

North Fayetteville/Mall District



Much of the ***North Fayetteville*** area is dominated by large format retail buildings, deep setbacks, extensive surface parking lots, and disengagement from the street environment. These are permitted within the prevalent C-2 Thoroughfare Commercial zoning district. However, other models in and around this part of the study area provide components useful for types of different development. Nelson’s Crossing, illustrated above, breaks up parking, provides a good pedestrian environment, articulates its building, and includes interior streets. While outside of the immediate study area, the Uptown development along Steele Boulevard, zoned C-3, provides a vertical mixed use model that can be adapted to the Mall site with its oversized parking lots. Uptown presents to the street, follows a build-to line, includes both on- and off-street parking, and enhances the street environment with human-scale elements.



DISTRICT SPECIFIC REGULATING FRAMEWORK

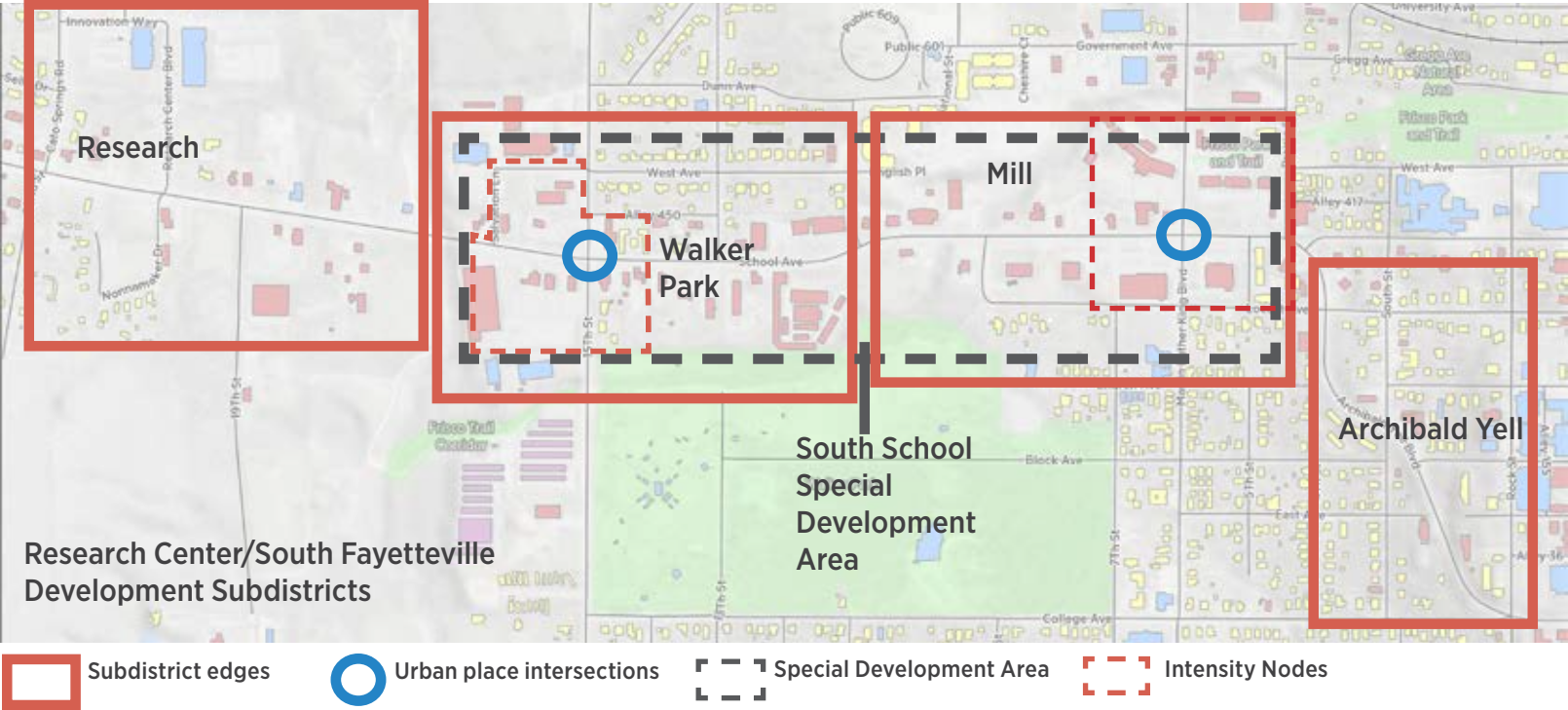
The previous section describes an urban design framework that generally applies throughout the 71B corridor. A central principle of this framework recognizes the individual character of different parts of the corridor, and a successful regulating program should also reflect these differences. The framework plan presented in Chapter Six views the study area as four related but distinct segments: Research Center/South Fayetteville from Cato Springs to Rock; North to Township; Township to Millsap; and Millsap to the northern city limits. The 71B segments outside the scope of this study – the Downtown segment from Rock to Dickson and the central segment from Dickson to North – also follow this pattern of distinctive districts along the long corridor.

The 71B regulating plan recognizes how individual segments divide into subdistricts with characteristics that define them. The intention of this plan is to address these distinctions and provide a framework that both guides the drafting of a context-sensitive, flexible regulating program and practical land use and development designs that remain true to the unifying principles of the 71B corridor plan.

For each of the four segments, then, this section includes:

- A list of the distinguishing features and relationships that draft regulations and private and public developers should address.
- Regulatory guidelines that apply to the entire segment.
- A regulating program for each subdistrict within the segment.

RESEARCH CENTER/SOUTH FAYETTEVILLE: Cato Springs to Rock Street



FACTORS TO CONSIDER

- Lower in-line traffic counts along 71B than other corridor areas. Heavy traffic at the Martin Luther King intersection with significant congestion on the north leg.
- Town Branch Trail intersection with South School.
- Frisco Trail intersection with South School and MLK.
- Relatively high pedestrian use along the corridor, including a significant population without access to personal vehicles.
- Proximity to 7-Hills Homeless Shelter.
- Well-utilized public transportation area.
- Proximity to Walker Park.
- Redevelopment potential at intersections and along sections of the corridor, most notably from 15th Street to MLK. Need for a detailed study in this section.

- Rapidly transitioning district in both residential and commercial markets.
- Institutional and industrial presence, with substantial truck traffic.
- Proximity to Downtown, University and private student housing.
- Redevelopment potential at southern quadrants of School Avenue and 15th Street Intersection and along sections of the corridor
- Pending major redevelopment of former Co-op site at southwest quadrant of MLK intersection.
- South Fayetteville reputation for eclectic nature, wooded landscapes, and housing variety.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Include retail, restaurants, and other types of commercial and mixed use that support urban nodes. Large projects may include a requirement for at least a modest amount of non-residential street level use.

- Encourage civic/Institutional uses such as schools, community centers, and others to keep new development consistent with the distinct character of the South Fayetteville District.
- Respect scale and maximize compatibility with existing single-family development east and west of the corridor in redevelopment and infill projects.
- Provide local bicycle and pedestrian connections to the existing regional trail system, concentrating on connections on the eastern side of the corridor and along and pedestrian access on and across Archibald Yell.
- Incorporate access management plans into new projects and potential retrofits.
- Update the Walker Park Neighborhood Plan and incorporate it into future area planning and implementation.
- In general, make extensive use of small and medium-sized structures that respect the relatively fine scale of South Fayetteville neighborhoods. Direct larger scale buildings to the Mill and Coop areas, where larger, industrial-type structures predominate, or to areas without an existing smaller-scale residential context.
- Encourage moderate density, family-oriented housing types through incentives on both the production and finance sides.
- Develop a detailed master plan for redevelopment of the corridor sector between and including 15th Street and Martin Luther King Blvd, the area with the most significant major redevelopment opportunities and needs.



RESEARCH PARK SUBDISTRICT (Cato Springs Road to Town Branch Creek and Trail)

- Allow mixed use and relatively high-density residential by right. Consider a requirement for predominately residential projects of more than three acres in site area to include retail or commercial uses within a minimum of 20% of their street-level floor area.
- Preserve existing key commercial establishments and encourage new projects to incorporate existing destination retail businesses.
- Execute the University of Arkansas' Research Park master plan. Work with the University to maximize an urban building edge along its South School frontage.
- Require that development in this section include alternative transportation connectivity consistent with the illustrative plan, connecting new development areas with the Razorback Greenway and Town Branch Trail.
- Typically follow a build-to zone of 10 to 25 feet from the back of the proposed continuous sidewalk, sidepath, or Master Street Plan right-of-way along South School Avenue.



WALKER PARK SUBDISTRICT (Town Branch Creek to 11th Street)

- Continue implementation of the Walker Park Neighborhood Plan.
- Develop an urban intensity node at 15th and South School. On the southeast corner, provide strong corner definition and compliance with height, density, and placement regulation for nodes. Southwest corner should provide an urban place with landscape and street furniture. Any intensification or redevelopment of this site for another use should similarly provide a street-defining building.

On northeast corner with surrounding development, provide a corner place with landscape and street furniture, incorporating improved circulation and off-street parking for the iconic City Liquor store. Similar treatment should be applied to the northwest corner incorporating Nomad's restaurant and music venue.
- Move toward transition of existing salvage and industrial uses to mixed use and moderate- to high-density residential development. Within proposed residential areas, include high-density, single-family forms, including small lot detached, single-family attached, and townhome configurations. In large projects, consider incorporating a requirement for a minimum percentage of a site to be devoted to these family-friendly urban housing forms.
- Maintain and enhance locally significant retail and food and drink-oriented businesses that help define the identity of the subdistrict.

- Establish requirements for pedestrian connectivity between existing retail businesses and centers, and between existing commercial and new mixed use developments.
- Eliminate encroachments of private circulation and parking on public right-of-way. Provide technical and limited financial assistance for site redesign that complies with these requirements.
- With redevelopment of the east side of the subdistrict, provide at least one additional connection across Spout Spring Branch to the existing Walker Park and regional trail system.
- For new buildings, follow a typical build-to zone of 10 to 25 feet from the back of the proposed continuous sidewalk, sidepath, or Master Street Plan right-of-way along South School Avenue.
- Establish at least one new high-visibility, signal-protected pedestrian and bicycle crossing in this subdistrict, located near the 11th Street intersection.



MILL SUBDISTRICT (11th Street to Prairie)

- Establish an urban intensity urban node at MLK and South School, permitting mixed uses and higher densities. Redevelopment of the southwest corner should follow urban node standards with street

defining buildings at appropriate scale with corner place features. Similar standards should apply to new infill development on the northwest corner. Urban place intersection standards should apply to existing commercial on the southeast corner. Existing landscaping on the northeast corner satisfies one element of an “urban place” consistent with these guidelines.

- Preserve existing destination-defining, commercial uses with expansion of commercial buildings with build-to zones that provide street definition and better pedestrian connection to sidewalks and sidepaths.
- Razorback Greenway provides a protected crossing of South School. Require continuous sidewalk and sidepath along the street.
- Require continuous sidewalks and sidepaths along South School with new development, connecting to the Razorback Greenway and its protected pedestrian crossing of South School.
- Eliminate encroachments of private circulation and parking on public right-of-way. Provide technical and limited financial assistance for site redesign that complies with these requirements.
- With adjacent properties, establish a continuous sidewalk to Prairie, which continues north along Archibald Yell.
- Reinforce 11th Street as a pedestrian connection to the National Cemetery. Accomplish this in partnership with adjacent properties at the 11th Street intersection by providing pedestrian routes and an improved street section.
- Establish a commercial/residential edge between South School and adjacent residential uses along Locust. In a regulating plan, define infill sites along Locust for moderate-density, attainable urban family housing



ARCHIBALD YELL SUBDISTRICT (Prairie to Rock Street)

- Use regulations to encourage small-lot single-family homes, built as detached, attached, or townhome units on potential redevelopment sites. Infill should be consistent in scale and density with the surrounding, largely single-family neighborhood. Density may increase on properties abutting Archibald Yell.
- Regulating plans should identify two commercial/non-residential or mixed use clusters on the north side between School to Locust; and the south side between South and Block. Include shared parking, vehicular access, and complete pedestrian accessibility within these clusters. One-story commercial is consistent with the scale and quality of these existing areas.
- Preserve other destination-defining commercial development, allowing growth and infill for additional single-family and small multi-family.
- With modifications to Archibald Yell, require dedicated space for planned pedestrian or bicycle access, with primary focus on the north side of the corridor. Dedications may require site modifications to avoid impact on existing businesses.
- Adjust build-to requirement to topography, but generally remain within 10 to 25 feet of the edge of roadway (where sidewalks are missing) or the back of the sidewalk/sidepath to maintain urban character.

VA/MIDTOWN SOUTH: North to Township



FACTORS TO CONSIDER

- Transition from a small block grid to mid-century development patterns with longer blocks and less street continuity. Topography reinforces this transition and works against connectivity
- Scull Creek Trail (Razorback Greenway) parallels 71B about 3/4 mile west, but not strongly connected to College Avenue corridor.
- Future destination of proposed Sublett Creek Trail.
- Large institutional presences of UAMS and VA Campuses.
- Evelyn Hills Shopping Center and neighborhood connections. Evelyn Hills is Fayetteville's original large multi-tenant retail center.
- City owned natural area north of Lake Lucille and future trail connection.
- Proximity to parks and schools, including Gregory Park. Wilson Parks, and Woodland Junior High
- Influence of University community and related housing.
- Redevelopment and infill potential along this section of the corridor.
- Drainage and related flood zone on western side of corridor.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Recognize roles of local businesses, restaurants, and key medical/institutional uses. Provide a regulatory framework that recognizes their need for identity and access.
- Encourage visual and pedestrian linkages and parking lot cross-access to help fuse similar uses, such as locally-owned restaurants, into a unified "district."
- Apply urban density node requirements and standards to the Sycamore, Poplar, and Township intersections to the degree permitted by existing viable uses.
- Provide step-downs in use intensity, scale, and height in transition areas between the College Avenue corridor and adjacent, largely single-family development to the east and west.
- Require new development dedications or existing development retrofits to provide sidewalk continuity along College and the shared use path network proposed in this plan. Identify and establish right-of-way for major regional trail connections, notably connecting the Sublett Creek and Razorback Greenway via Poplar.
- Dedicate right-of-way to establish a fine-grained collector system.

that diverts some local traffic from College. When dedications have an impact on private businesses, provide technical design and limited financial assistance to modify existing site design.

- In cooperation with corridor businesses and coordinated with a 71B enhancement project, implement an access management program consistent with this plan and overall regulatory recommendations presented earlier in this chapter. Use the city's ability to manage full two-way access to properties to encourage a partnership that benefits businesses, customers, and the general public.
- Implement zoning modifications with a special district in the current UDC to establish build-to zones, reduce setback requirements, require pedestrian access from public corridors, and provide height, scale, and buffer transitions to lower-density, peripheral development.



VA/EVELYN HILLS SUBDISTRICT (North Street to Green Acres Drive)

- Implement a redesign plan for Evelyn Hills through a combination of a regulatory framework and public/private partnership. Basic regulatory components informing a redesign (illustrated in Chapter 6) include a protected pedestrian connection from College Avenue crosswalks, sidewalks, or other paths; division of large surface lots into defined parking blocks; interior streets with pedestrian access; and increased capacity for future high-density, mixed-use peripheral development.
- Incorporate a range of residential densities generally stepping down in density toward lower density adjacent development. Include provisions for semi-attached or townhome type development with access to common open space within or near the development.

- Educate and encourage business owners to utilize use unit 45, small-scale production, which allows non-retail boutique manufacturing and makerspace within commercial building shells.
- Address topographic barriers to pedestrian connectivity between developments by preparing and implementing a specific pedestrian access plan with alternatives to traditional street sidewalks. Require dedications or easements necessary to execute the active transportation connections proposed by the 71B plan.
- Establish new build-to zones that establish a maximum setback for buildings oriented to College Avenue, probably consistent with those of the UT district.
- Encourage both vertical and horizontal mixed-use in new development projects. Regulations for development forms and vertical mixed use should encourage a market-realistic minimum for street level commercial use. Development forms may allow single-level commercial components in the build-to zone as part of common developments, with adjacent or attached multi-story residential blocks set farther back from the street.
- Incorporate shared-use path connections to Woodland Junior High and Gregory Park in the site plans of projects adjacent to these facilities.
- Encourage a urban density node at Sycamore intersection. Contemporary development at three corners should provide corner places with landscape and streetscape features. Redevelopment of strip center site on northeast corner should provide strong corner definition and should comply with node height, density, and placement regulations.
- Use public right-of-way created by redesigning the Green Acres intersection to provide a central open space for adjacent residential and mixed use development. Regulations for developing surrounding properties should provide orientation and connection to this future community amenity.



RESTAURANT/TOWNSHIP SUBDISTRICT (Green Acres Drive to Township Street)

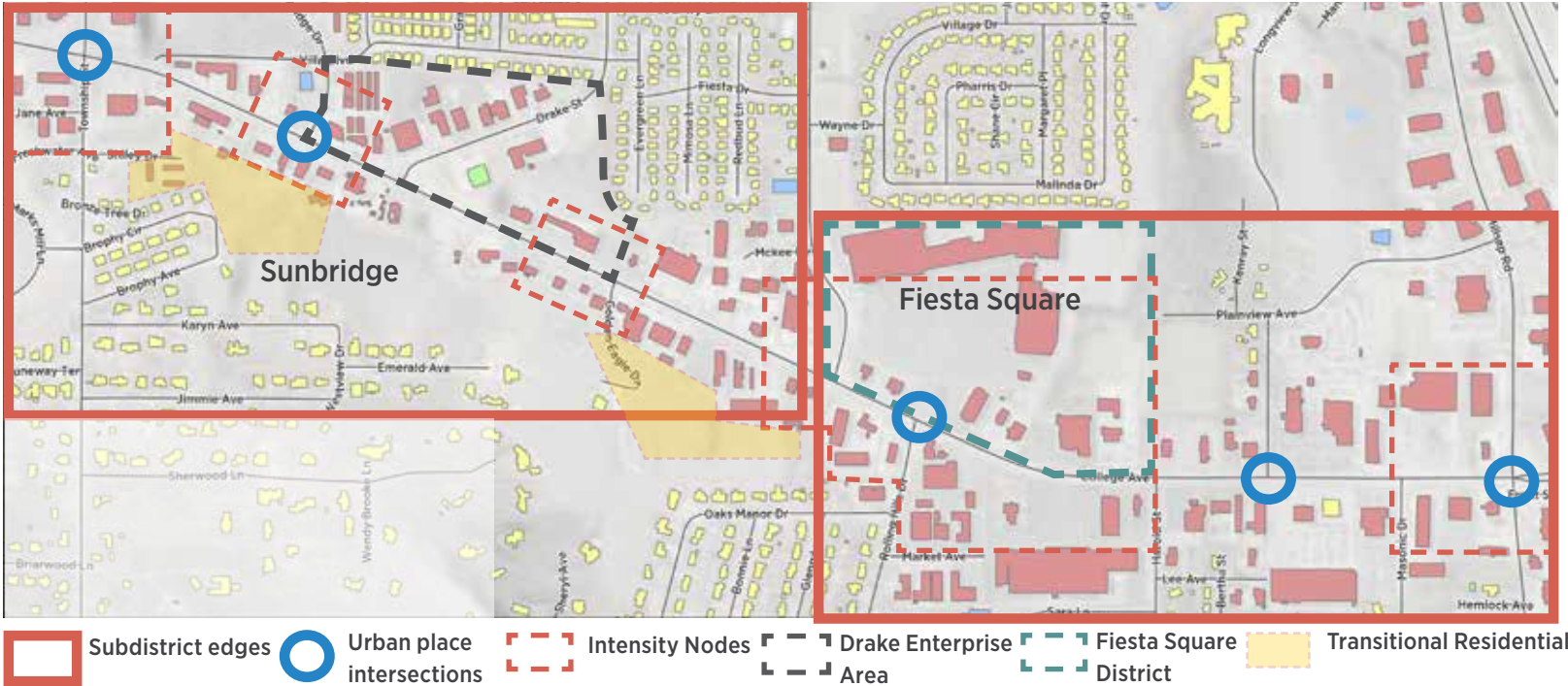
- Modify use regulations to phase out commercial uses with open displays such as vehicular sales and emphasize restaurants/food service, office, retail, and residential use.
- In this subdistrict, recognize patterns of single-level, free-standing restaurants in existing buildings. Specific regulations and guidelines for the subdistrict should:
 - Permit setbacks consistent with existing establishments for infill or replacement development in this segment; and
 - Require site plan modifications coordinated with future College Avenue improvements that provide shared access, parking lot cross-access using common drives and slip lanes, and pedestrian connectivity between buildings and to public sidewalks.
- Encourage and assist private site modifications with technical and limited financial assistance.
- Develop a public realm and branding program using tactical methods such as graphics, streetscape, and street section amenities such as landscaped medians and special lighting. Incorporate a protected midblock pedestrian crossing into a College Avenue improvement project to unify the subdistrict at a location between Poplar and Township.

- Require redevelopment between the terminus of the proposed and Poplar Street to dedicate a route to continue the Sublett Creek Trail to the Poplar Bikeway.
- Designate the floodplain west of College Avenue for public open space use. Development on the east side should not place buildings on the floodplain. Other development such as supporting parking must be designed to detain any stormwater flows that it generates.
- Develop primary urban intensity nodes at the Poplar and Township intersections. Develop urban places at Poplar’s southeast and northwest corners with landscape and streetscape features.
- Design buildings with strong corner definition, compliant with node height, density, and placement regulations. Existing development at Township is relatively recent, although any future redevelopment should similarly comply with node regulations. Minor site modifications may be required to accommodate future corner place enhancements and station stops for a bus rapid transit.



Divergence of Green Acres and North College. Redesign of this intersection to provide a 90 degree angle will both improve safety and create an open space “triangle,” a central commons that can serve neighboring residential development.

MIDTOWN NORTH: Township to Millsap



FACTORS TO CONSIDER

- All four corners of Township have recent development with substantial opportunity for redevelopment north of the intersection.
- Key business environment for local businesses of different scales.
- Importance of and potential for connections to the Razorback Greenway (Scully Creek Trail) to the west.
- Relative proximity to Gulley Park and near adjacency to The New School.
- Major possibilities for infill development on vacant ground, marginally occupied older shopping centers (east side from Harold to Masonic), or underused large parking lots (Fiesta Square).
- Importance of access management and secondary local circulation system.
- Overall a transitioning area with high redevelopment potential, but as

of today, primarily commercial in use.

- Challenging topography establishes a development edge on east side of the corridor along Rolling Hills.
- Sensitivity of adjacent neighborhoods north of Sunbridge on the west and Rolling Hills on the east
- Proximity to many office and work environments on/near Millsap.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Recognize roles of local businesses and provide a regulatory framework accommodating their need for identity and access.
- Provide step-downs in use intensity, scale, and height in transition areas between the College Avenue corridor and adjacent, largely single-family development to the east and west. Use local street patterns, shared use paths, and greenways to help reinforce compatibility between large scale new development and low- and

medium-density residential areas.

- Establish regulations and potential future actions that improve compatibility of automobile dealerships and large outdoor displays with other commercial uses and potential new uses, including residential and mixed-use development.
- Establish a multi-dimensional local access system that includes a local access grid, continuous shared use path paralleling but separate from the main corridor, and continuous sidewalks along College Avenue. Through regulation and negotiation, ensure dedication of necessary right-of-way, including possibility of land trades for signal relocation and alignment of the local grid. Link the system to local streets, reducing exclusive reliance on College Avenue for access.
- Execute an access management program consistent with this plan and the overall regulation proposed earlier in this chapter.
- Ensure that ultimate zoning strategy accommodates residential and mixed-use development, improves street definition and increases development density by establishing a clear building line zone, and reduces the visibility and impact of parking and outdoor display areas.
- Apply intensity node requirements and standards to the Township, Sunbridge, Appleby/Rolling Hills, and Millsap intersections to the degree permitted by stable use patterns. Consider Longview for this status, depending on development demand.



North College Avenue looking north from Harold Street. Management of open auto display areas while respecting business needs will be an important challenge for the regulating plan.



SUNBRIDGE SUBDISTRICT (Township to Appleby)

- Modify use regulations to phase out commercial uses with outdoor displays on small lots such as vehicular sales, instead emphasizing restaurants/food service, office, retail, and residential use. This can be accomplished by establishing these as legal, non-conforming uses, with rights extended only to current owners and prohibiting expansion; or exploring the possibility of an amortization period allowing the use to continue for a set number of years (such as ten years).
- Use regulations and redesign of the Villa Boulevard intersection to help create a cohesive mixed-density, mixed use neighborhood between Township and Sunbridge, linking back to the Sunbridge Villas neighborhood. Establish transitional density residential zoning on the outside edges of the corridor development area and adjacent to or influencing the character of surrounding single family neighborhoods. Primary transitional areas, permitting small lot single-family and attached housing, are between Township and Sunbridge and southeast of the Rolling Hills intersection.
- Encourage both vertical and horizontal mixed-use in new development projects. Regulations for development forms and vertical mixed use should encourage a market-realistic minimum for street level commercial use. Development forms may allow single-

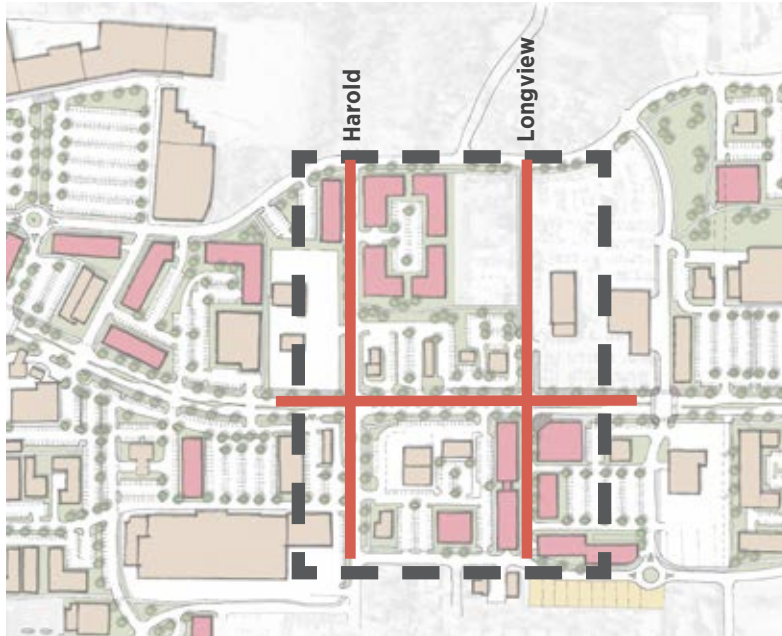
level commercial components in the build-to zone as part of common developments, with adjacent or attached multi-story residential blocks set farther back from the street.

- In new development projects, require dedication of easements or right-of-way for secondary collector and drive connections that supplement College Avenue for local access; and for the continuous shared use off-street path generally as proposed in Chapter Six.
- Incorporate access management, landscaping and public space, and redesign of parking lots to provide cross access into future improvements of College Avenue. Establish a regulatory framework that requires cross access, becoming effective in coordination with the adjacent street project.
- Create regulations for a Drake Street enterprise neighborhood, maintaining current permitted uses but also permitting workshops, custom fabrication, and other types of “makerspace” establishments. Define initial boundaries of the neighborhood as College to residential property lines along the east side of Sunbridge Villas and the Redbud, Mimosa, and Evergreen Lane cul-de-sacs, from Sunbridge to Golden Eagle Drive, Include a sufficient residential buffer along the western edge of the enterprise area.
- Establish build-to zones that establish a maximum setback for new buildings oriented to College Avenue. In addition to defining the street, this will make some sites on the east side of the street more developable.
- Establish Sunbridge as an urban intensity node, with mixed use development and corner places focusing on the southeast and southwest quadrants of the T-intersection. Encourage higher residential densities and building scale at this node. Establish a secondary node around protected mid-block pedestrian crossing at a point between Sunbridge and Rolling Hills.



FIESTA SQUARE SUBDISTRICT (Appleby to Millsap)

- Establish a Fiesta Square Special District with flexible regulations developed cooperatively with the property owner to produce a cohesive multi-building center. Provide flexible height regulations to provide both minimum scale and greater than normal maximums. Fashion the actual regulating framework around an adopted master plan.
 - Include dedication of right-of-way that to connect Appleby with Plainview and a continuation of Rolling Hills through the site.
 - Design new streets with a safe, protected path for bicycles, electric scooters, and other low-impact mobility devices. Integrate transit, including future bus rapid transit.
 - Develop urban streetscapes and sidewalk width along new streets.
 - Provide front entrance exposures to both College Avenue and the new Appleby/Plainview connection for new buildings with dual frontages. Develop urban corner places at the Rolling Hills entrance with build-to zones at or near property lines.
 - Require a minimum percentage of street level commercial use; and an adjustment of typical parking requirements.



- Establish street-defining build-to zones for new development with height limits up to four levels over parking along College and on major east-west connector streets, specifically an extended Harold Street from College to Parkview and Longview between a Lee/Hemlock east-side connection and Plainview. (see diagram above)
- Regulations for development forms and vertical mixed use should encourage a market-realistic minimum for street level commercial use. Development forms may allow single-level commercial components in the build-to zone as part of common developments, with adjacent or attached multi-story residential blocks set farther back from the street.
- Require a step-down of building scale adjacent to existing single-family neighborhoods. Typical intensity in such areas would be single-family attached or townhome configurations at minimum gross densities capable of supporting transit, typically in the range of 12 to 15 units per acre.
- In cooperation with existing auto dealerships, develop new standards and initiatives that increase their compatibility with the concepts of

corridor urbanism. These include improving the visual character of street frontage consistent with the need to display products outdoors; improving circulation and customer access; encouraging low-impact expansions that create contiguous sites and avoid using public right-of-way for internal circulation; and promoting possible right-of-way trades to improve site function and implement transportation recommendations in this plan.

- Require dedication of easements or right-of-way for secondary collector and drive connections that supplement College Avenue for local access; and for the continuous shared use off-street path



Pilot cycle track in Fiesta Square parking lot. A pedestrian and bicycle link along a new Plainview-Appleby connector is a critical part of the transportation network.



Sidewalk in the Fiesta Square subdistrict. More recent commercial development has included College Avenue walkways.

generally as proposed in Chapter Six.

- Incorporate access management, landscaping and public space, and redesign of parking lots to provide cross access into future improvements of College Avenue. Establish a regulatory framework that requires cross access, becoming effective in coordination with the adjacent street project.
- Encourage higher residential densities and building scale at the Longview node with a protected pedestrian crossing (such as a refuge median with HAWK signal) of College at a point between Longview and Harold. Establish corner places and a potential transit station stop at Millsap if required.

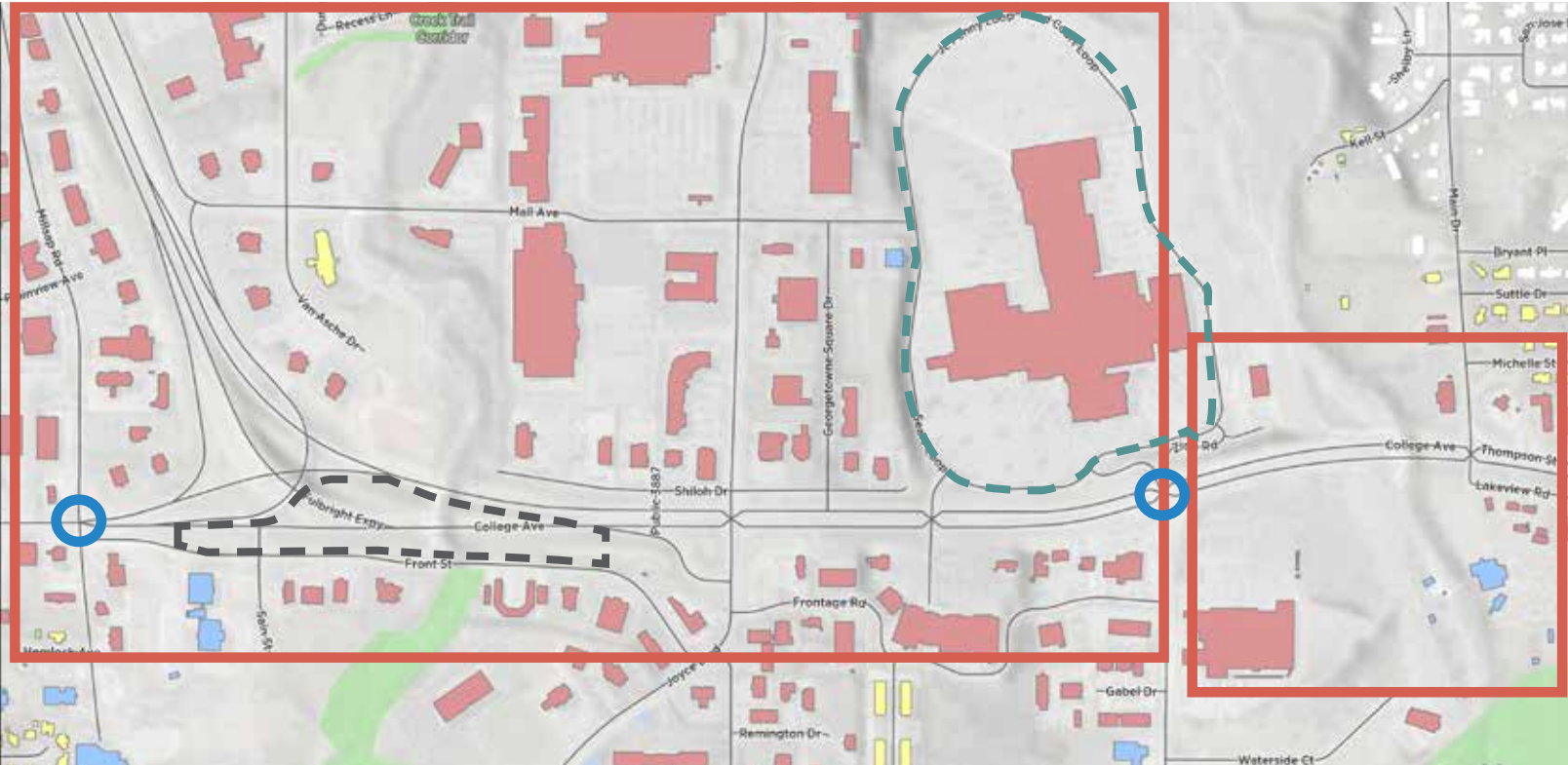


Auto dealerships. Dealerships are an important part of the 71B local economy. New regulations should improve compatibility with other commercial uses and nearby mixed-use development.



Mixed use regulations. A flexible regulatory plan can encourage redevelopment of the “Liquor World” shopping center and integrate the site into the surrounding neighborhood.

MALL/UPTOWN: Millsap to City Limits



FACTORS TO CONSIDER

- Dramatic changes in scale, speed, and access of the 71B environment, with urban corridor transitioning to the Fulbright Expressway interchange and ultimately to a six-lane, controlled access suburban arterial.
- Extensive use of parallel frontage and circulator streets for both local and limited pedestrian/bicycle access.
- Interchange breaks north-south local street continuity north of Millsap, to be improved on east side by proposed Sain-Vantage connection.

- Major point of regional trail access with grade-separated crossings of Mud Creek and Clear Creek Trails and nearby Scull Creek segment of the Razorback Greenway to the west.
- Direct trail spur from Razorback Greenway to Northwest Arkansas Mall.
- Proximity to the Washington Regional Medical Center Campus and University of Arkansas Uptown Campus, with major medical and general offices along Millsap/Futrell and Joyce Boulevard corridors.
- Large-format retail boxes and centers on the west side of corridor from Mud Creek to and including Joyce, with new multifamily



View toward Mall and 71B from the north.

- residential developments along the west side of Steele Boulevard.
- Northwest Arkansas Mall is in transition, with relatively high vacancy and excessive parking, experiencing the market forces similar to those affecting other older regional malls.
 - Surrounding single-family suburban residential in Fayetteville, Johnson, and Springdale.
 - Major regional recreation resource at Lake Fayetteville, with excellent trail access, but relatively poor access and visibility from the main corridor.

GENERAL DISTRICT DEVELOPMENT RECOMMENDATIONS

- Adapt zoning categories to changes in the retail economy, encouraging uses that previously were not common in major commercial areas.
- Attune public policy to the realities of city finances. Because Fayetteville is highly dependent on sales tax revenues and faces substantial competition from other regional retail centers, guidelines that enhance the retail environment are important for economic sustainability.
- Implement major public (federal, state, and local) investments in transportation to improve access, safety, and the consumer experience in this area.

- Establish new regulatory and design guides to incorporate some of the features of newer “life-style” centers into this built environment including street definition; redesigned and upgraded parking with enhancements such as internal streets, parking blocks, and shade; and articulation and detail of buildings to provide human scale,
- Encourage integration of multifamily development and mixed use development.
- If an interchange redesign is implemented and opens redevelopment possibilities on former right-of-way, encourage high-rise development with appropriate regulations where projects can provide visual landmarks and high development yield with minimal impact on existing residential areas.
- Maintain existing access limitations on the main line and increase north-south collector connections on both the east and west sides north of Millsap. Provide for necessary dedications of right-of-way to accomplish connectivity, while avoiding negative impact on properties.
- Apply either a new zoning category such as the UT-1 concept described above or expanding more flexible C-3 zoning within this district.
- Improve the active transportation environment along the corridor, with special additional emphasis on the east side of 71B.
- Envision the Mall site as a mixed use environment, departing from its current configuration as a massive central commercial building surrounded by large quantities of surface parking. With property owners, develop a regulating regime that right-sizes parking, reworks circulation, and recognizes the value of both the eastern and western edges of the property.
- Upgrade access, visibility and land use Lake Fayetteville’s frontage along College Avenue.

UPTOWN/MALL SUBDISTRICT (Millsap to Zion Road)

- Create a Northwest Arkansas Mall Special District with flexible regulations developed cooperatively with the property owner to produce a cohesive mixed-use, multi-building project that may incorporate mid- and high-density residential and new commercial entertainment, food services, hospitality, and retail uses. Special district regulations may include:

- Dedication of peripheral right-of-way to serve development around the edges of the Mall site;
- Street design that provides a safe, protected path for bicycles, electric scooters, and similar modes;
- Integration of transit, including future bus rapid transit;
- Guidelines for street facades and commercial street level use along new streets;
- Flexible height regulations to provide both minimum scale and greater than normal maximums, typically up to six to eight stories;
- Urban streetscape and sidewalk width along new streets;
- Parking lot redesign and landscaping;
- A minimum percentage target of street level commercial use;
- An adjustment of Mall surface parking requirements.
- The actual regulating framework should be fashioned around an adopted master plan. However, a logical land use plan includes mixed use retail and residential on the west side of the district and a “restaurant row” permitting free-standing buildings on the southeast.
- Establish regulations to permit high-rise, mixed use development on land opened to private development by a future redesign of the Fulbright interchange, with permitted heights of up to ten stories with a minimum separation of 1,000 feet from any single-family zoned area. Maintain flexibility to accommodate a greater height limit with exceptional design.
- With substantial new development, require connections to adjacent trails, sidepaths, and sidewalks.
- Apply proposed regulations for large parking lot design that create distinct parking blocks of a maximum size (potentially no more than 25% of the total number of stalls provided in the lot) separated by interior streets or continuous landscaping.
- Establish an urban place at Zion Road. Because this environment does not have adjacent building entrances and is not scaled to pedestrians,

its design will include elements different from other more urban intersections along 71B.

- If a transit stop or station is established at Zion Road, require adjacent properties to partner with the City to provide a direct and safe pedestrian connection from the stop to commercial buildings.

LAKE SUBDISTRICT (Zion Road to City Limits)

- In coordination with developing an upgraded entrance from College Avenue to the lake, modify use and setback regulations along Lakeview between Main Drive and Lake Fayetteville Road to encourage uses consistent with outdoor recreation and the lake environment. Mobile and temporary uses such as food trucks and vendors are consistent with this concept, subject to permit requirements.



Vacant Sears store at the Mall. Large vacancies like this both reflect the changing retail environment and open possibilities for introducing new uses, as identified in Chapter Four.

8/IMPLEMENTING THE PLAN

Tomorrow's Corridor is largely intended as a framework for private and public decision making, leading to a new vision for this important urban corridor. To this end, its approach is evolutionary, and is likely to be executed through many incremental decisions made by individuals – public officials, builders, developers, businesses, investors, and present and future residents. Although many of these decisions will be private, initiatives by the City of Fayetteville and community agencies and organizations can create the environment that helps realize the vision of Corridor Urbanism along 71B. This chapter addresses those initiatives.

IMPLEMENTING THE PLAN

The 71B corridor will inevitably change substantially during the next twenty years and *Tomorrow’s Corridor* is designed to help provide unity and order to the large and small decisions that will accomplish that change. Most of those decisions will be private. But initiatives taken by city and state government, public agencies, existing and proposed community organizations, and the citizens of Fayetteville can both address important corridor issues and catalyze desirable private development.

During the year of this planning process, several important events and initiatives have taken place. In March, 2019, the citizens of Fayetteville approved a major public improvement bond issue that includes significant funding for the College Avenue corridor. During the summer, 2019, the City of Fayetteville and the Arkansas Department of Transportation successfully negotiated a transfer of jurisdiction of the existing 71B corridor between the north and south Fulbright Expressway interchanges. This provides the City with the complete authority to modify the affected South School, Archibald Yell, and College segments of the corridor. Finally, development in the Mill District around MLK and South School took a major leap forward with announcement of redevelopment of the Co-op site on the southwest corner as a mixed use residential/commercial project. These are all important steps toward realizing the Tomorrow’s Corridor concepts.

Looking ahead, the public and community implementation program of initiatives for 71B resolves into six specific categories: Street Transportation, Trails and Pathways, Regulating Environment, Development Focuses, Attainable Housing, and Organizational Infrastructure. The following program divides these elements into Short-Term (0-5 years), Medium-Term (5-10 years), and Long-Term components. This breakdown is advisory only and should be viewed as flexible and able to accommodate and substitute other opportunities as they arise, including private development projects.

SHORT-TERM (0-5 YEARS)

STREET TRANSPORTATION

- Design and construction of the Phase 1 improvement program for 71B. Phase 1 is primarily funded by proceeds of the 2019 bond issue and funds from the negotiated transfer of the corridor to city

- responsibility. Specific priorities recommended by this plan include:
- The College Avenue segment from North Street to Township Street, including the proposed street channel, sidewalks, the upgraded Township intersection node, the Memorial Drive pedestrian crossing, new lighting and streetscape features, and redesign of the Green Acres intersection with the Green Acres common on vacated right-of-way. This project will demonstrate the quality of the street design and set the stage for future phases.
 - Redesign of South School Street to three lanes with cycle/mobility track and continuous sidewalk/sidepath between Cato Springs and the Mill District. This should be accomplished within the existing street section. This project should also include an upgraded pedestrian crossing with pedestrian refuge median at or near 11th Street.
 - Reconfiguration of Archibald Yell with better pedestrian accommodation and a signal at the South Street intersection.
 - Redesign of the Archibald Yell/South College/Rock Street intersection.
 - Completion of the Appleby-Plainview collector between Fiesta Square and Millsap.
 - Completion of the Vantage-Sain connection between North Front Street and Joyce Boulevard.
 - Negotiation with SWEPCO on alternatives and responsibilities for distribution system upgrades, coordinated with the corridor improvement project. Options include burial of distribution lines; relocation of overhead lines off the main corridor, possibly using the route of the future shared use path or adjacent streets; or pole replacement and other aesthetic improvements to the existing overhead system in place.
 - Execute a comprehensive transit planning effort as described in Exhibit “A” of the Fayetteville City Council’s 71B resolution.
 - Complete detailed feasibility study, project design, and funding for bus rapid transit (BRT) along the 71B corridor.

TRAILS AND PATHWAYS

- Upgrade of the on-street Poplar Street Bikeway between College Avenue and the Razorback Greenway.

- Sidepath, probably on the east side of South School, between Cato Springs Road and MLK Boulevard.
- Greenway and trail connection, including a new creek crossing, to link the South School corridor directly to Walker Park and the Greenway.
- Reservation of right-of-way for parallel off-street paths with development along College Avenue between North and Millsap.

REGULATING ENVIRONMENT

- Implement the recommendations of the Regulating Plan in Chapter 7, including converting to ordinance language as appropriate.

DEVELOPMENT FOCUSES

- Work with owners of Evelyn Hills, Fiesta Square, and Northwest Arkansas Mall to implement parking lot improvements, street dedications where required, land use entitlements, and other actions necessary to increase utilization of these properties.
- Incorporate shared access, design assistance, and streetscape improvements into the College Avenue improvement project to support emergence of the Restaurant District between Sycamore and Township.
- Assist owner with redevelopment of the Southgate site at 15th and South School.

ATTAINABLE HOUSING

- Partner with the Fayetteville Housing Authority (FHA) to increase capacity with staff and capitalization to build both ownership and rental housing designed for affordability to households with incomes in the 60% to 100% of median household income range. Ensure that the FHA also has the ability to partner with developers to incorporate affordable housing into mixed income developments.
- Explore methods to implement NWA Housing Report Action Item #4, permitting the use of publicly owned land for housing production.
- Assist with the acquisition and reuse of the “farm” north of the Evelyn Hills shopping center as a residential development geared toward moderate income urban families. Development may be an initial project for the proposed CDC.
- Work with FHA to develop the first phase of a residential “village”



Family-oriented townhomes in Richmond, CA

east of 7hills Homeless Center, targeted toward households who are temporarily homeless and/or people and households in need of permanent supported housing . Such a project may adapt the “tiny house” model utilized by Food and Shelter, Inc. in Norman, Oklahoma and similar projects. This project would serve a constituency different from Serve NWA’s New Beginnings project, which broke ground in April, 2019 and is designed for unsheltered people.

- Develop an incentive structure to encourage private development of mixed income developments that could include financial incentives like TIF, assistance with site acquisition and development, density bonuses, and accelerated processing.

ORGANIZATIONAL INFRASTRUCTURE

- Form a 71B business organization funded by a business improvement district that forms policy, executes marketing programs, and maintains public realm improvements.

MEDIUM-TERM (5-10 YEARS)

STREET TRANSPORTATION

- Design and construction of the Phase 2 improvement program for 71B, with funding provided by proceeds of a new bond issue or allocation of other capital funds. Specific priorities recommended by this plan include:

- The College Avenue segment from Township Street to Millsap Street, including the proposed street channel, sidewalks, the upgraded intersection nodes, and new lighting and streetscape features.
- Possible incorporation of on-street parking as required by adjacent redevelopment along the South School corridor.
- If required, permanent reconfiguration of Archibald Yell Boulevard, assuming that the initial redesign was constructed as a pilot project.
- Construction of east-west connections between College Avenue and parallel collectors. These potentially include Longview, Harold, and Masonic. This includes possible land exchanges with North College auto dealerships to provide contiguous sites for the businesses and better cross street connectivity.
- Construction of additional east-west connections between College and Green Acres Drive, including Colt and Colt Square.
- Execution of a detailed transportation study and conceptual redesign of the north Fulbright interchange in cooperation with ArDOT and development of a conceptual design for funding in future phases. Initial studies are underway in 2019. A detailed study should evaluate performance of redesign alternatives with a full secondary circulation network in place, and should consider factors in addition to Level of Service in the analysis.
- Funding and construction document completion for redesign of the north Fulbright/College access system.
- Consolidate North College roadway on the west side of the current corridor north of the Scull Creek Bridge
- Place a bus rapid transit (BRT) service in operation along the 71B corridor.

TRAILS AND PATHWAYS

- Completion of the first phase of the path system between North and Township.
- Continued reservation of right-of-way for parallel off-street paths with development along College Avenue between North and Millsap.
- Completion of Sublett Creek Trail to Poplar Street.

DEVELOPMENT FOCUSES

- Work with owners of City Lumber, Vaughn Recycling, and Ozark Steel on site redesign to improve compatibility with redeveloping adjacent uses.
- Incorporate shared access, design assistance, and streetscape improvements into the College Avenue improvement project between Township and Millsap.
- Complete full development of the University of Arkansas research campus to South School and multi-family, campus related housing on the Cato Springs site on the east side of the corridor.

ATTAINABLE HOUSING

- Continued development activities by the 71B Development Corporation, with possible focuses on the “Sunbridge” site north of Township Street on the east side of College and proposed medium-density residential sites in the South School corridor.
- Encourage eligible nonprofits to apply for state and federal grants to increase supportive housing assistance.
- Implement recommendations of the NWA Housing Report, including creating a local finance program for new homes, enacting anti-displacement and housing preservation policies, and developing housing partnerships with major employers and key institutions to promote affordable development.

LONG-TERM (OVER 10 YEARS)

- Redesign and funding for the Fulbright interchange and surrounding area.
- Evaluate the results of this plan and update it for what is inevitably a new development and transportation environment.
- Complete other aspects of the transportation and trail development programs.

IMPLEMENTATION SUMMARY

	Short	Medium	Long
TRANSPORTATION AND STREET ENVIRONMENT	- College Ave redesign, North to Township - South School reconfiguration - Pilot Archibald Yell reconfiguration - College and Rock intersection - Appleby-Plainview collector - Vantage-Sain connection - Resolution of overhead relocation/burial options and timing - Execute a comprehensive transit planning effort as described in Exhibit “A” to the 71B Resolution	- College Ave redesign, Township to Millsap - Continued South Scholl upgrade with redevelopment - Permanent Archibald Yell reconfiguration - East-west grid on North College - Fulbright interchange alternatives study - North College lane consolidation and greenway near Lake - Operational BRT	- Complete Fulbright interchange and regional access plan, with connection to Mall Avenue. - Complete other aspects of transportation program. - Consider future transit needs and options in view of higher density development. - Redesign and funding for Fulbright interchange area
TRAILS/PATHS	- Poplar Bikeway upgrade - South School sidepath - South School to Walker Park connection	- Phase one of North to Township connecting paths - ROW reservations with development, Township to Millsap - Sublett Creek Trail	Complete shared use system of parallel connecting paths along College Avenue
REGULATORY	Discuss recommendations/convert to ordinance language	Evaluate and modify	
DEVELOPMENT FOCUSES	- Major retail centers first stage modifications - Restaurant District - Southgate redevelopment	- Site upgrades to major South School businesses and industries - Research Center area - Continued major centers development	Evaluate and modify land use and development concepts relative to changing context and conditions.
ATTAINABLE HOUSING	- Fayetteville Housing Authority as major development entity - Moderate-income family housing on “farm” site - Transitional village to the east of Seven Hills Homeless Center - Incentive structure for “missing middle” housing	- Sunbridge development area - Continued transitional development	Continue and improve development programs and make necessary adjustments



A CONCLUDING NOTE

We would like to begin this note with a word of thanks to everyone who has been involved in this planning process: Fayetteville’s superb city staff, the Mayor, City Council, and Planning Commission; our Plan Advisory Committee members; and members of the community who came to meetings and workshops. completed surveys, talked to us, and contributed to this document with their insights, support, and sometimes withering criticism, all of which made this plan better. Mostly, we thank all of you for your complete dedication to the good and welfare of this great community. We hope that you find this document worthy of your trust.

We knew this plan would be both a challenge and an opportunity to create something new – something that would advance the future of Fayetteville and generate an idea that could be applied in other cities. Unlike many planning projects, we had no preconceived idea or formula about what this plan would look like in the end – or even if there was an end in the sense that we normally think about planning documents. Like many of you, though, we believe that climate change presents an existential threat to us, our children, and our grandchildren. For us, it is an overriding mission to grapple with practical solutions in our cities that can help move the needle in ways that respect the ways in which people live, work, pray, and interact with their city.

We know that the ubiquitous commercial strip has an enormously high environmental footprint because of its exclusive reliance on motor vehicles, its dispersed and inefficient single-use development pattern, its low ratio of land actually used for human activity, and its high impact on urban runoff and the quality of our streams. Yet, strip also has features that are indispensable to our daily lives and economic health. This plan is all about recognizing the importance of the 71B corridor and many of its existing features to the community while gradually making it more economically and environmentally sustainable.

People have developed inspiring visions for the long-term future of this corridor that we find compelling and inspiring. We hope that aspects of these visions can be realized some day. We also know that some people have criticized this plan as looking like only a first phase rather than a completed vision. To this, we plead guilty. In these times, we have little idea of what the city and world might look like in thirty years. Our goal here is to take the things that we do know about and move them in a different and hopefully more productive and achievable direction that will provide a stronger foundation for people who will plan even more ambitious ideas in the future.

On this 50th year of humankind’s first landing on the Moon, we turn to that analogy. For many decades before 1969, people developed visions, wrote books, and produced movies and shows about landing and settling on the Moon.

But these visions were unrealized until we took the small steps necessary to create the foundation for Apollo 11 – the Mercury and Gemini missions that made the “giant leap” possible. If this document will be seen as something like the Mercury and Gemini missions that make ideas like the Transit City scenario and other visions more possible, we will have achieved our goal.

In conclusion, thank you for your trust in us and for your partnership, support, criticism, and friendship. We are grateful to have the chance to think with you about the future of Fayetteville and the contribution that 71B, with its memories and significance to the community, can make to that future.

- Martin Shukert





CITY OF
FAYETTEVILLE
ARKANSAS

PROGRAMMING THE STREET

SOUTH SCHOOL & COLLEGE AVENUES

RDg...
PLANNING • DESIGN

 **GARVER**

The RDG/Garver team was selected by the City of Fayetteville to design the South School and College Avenues streetscape project based on the 71B corridor plan completed by the same team. The streetscape project stretches from Cato Springs Rd to Martin Luther King Boulevard on South School Avenue and from North Street to Township Street along College Avenue. The RDG/Garver team kicked off this phase of the project by conducting a walking tour along South School and College Avenues with City staff to review existing conditions.

Comments from City staff from this walk follow:

SOUTH SCHOOL AVENUE

- Make minimal improvements to the road section south of South 15th Street
- Adjust curbs in certain areas north of 15th Street to allow for streetscape improvements
- Reflect final plans for the Southyards apartment project at 7th and School
- Consider extension of 7th Street to South School
- Preference for a shared use path over bike lanes. Budget constraints may require retaining curbs in their present location.
- Lane diet is appropriate along School but preferred north of 15th Street
- Openness to acquire R.O.W. to make certain areas “work”
- Add a curb to separate bikes and vehicles if a protected cycle track becomes the most economically feasible option

COLLEGE AVENUE

- The City is open to planting trees within sidewalk where there are constraints inside the R.O.W.
- Adjust curbs as necessary along College Avenue.
- Concentrate transit structures/facilities at Poplar and College. Potential of acquiring property to make this happen, if needed.
- Make bus stops more visible along the route without inhibiting flexibility.
- Improve crosswalk timing all along the College Avenue corridor.

STAKEHOLDER MEETINGS

After meeting with City staff the RDG/Garver team conducted stakeholder interviews with property owners along the corridor. The interviews included:

1. Review by the team of overarching concepts from the master planning phase.
2. Introduction of the current project.
3. Consultation with stakeholders of potential program ideas for the streetscape project. See list at the end of this document.
4. Addressing and receiving input on a variety of issues including shared access, parking consolidation, amenities, outdoor dining spaces, and theming opportunities.

Stakeholders also provided information on their current parking, access and other issues presented by the current street configurations. In general, stakeholders were positive about the project and supported improvements to the street and sidewalk environments. Some key takeaways from the stakeholder meetings are listed below:

COLLEGE AVENUE

- Walkability and micro-mobility should be the priority
- Currently College prevents pulling any bike/ped/scooter traffic from the east to the Woodland Junior High School.
- Dr. Slocum of Fayetteville Public Schools would prefer a trail and bicycle access on the south side of the track if possible to a Poplar alignment. School district is interested in providing a trail easement over that part of its property.
- The new streetscape should provide a safer place for walking and add more public transportation amenity
- Questions about location and overall use of medians
- Safety concerns for pedestrians crossing from the VA at Memorial Drive to Evelyn Hills Shopping Center. Concerns over short pedestrian signal cycles and visibility
- General concerns regarding the timing of the light at E Memorial Drive and College
- Concerned about and general opposition to zoning changes
- Overarching issue of College Avenue infrastructure. Necessary repairs or replacement of water lines should be coordinated with the streetscape project.
- Both interest and skepticism regarding branding that corridor of College
- The design should be flexible.
- Support for flexible outdoor seating, with special interest in one centralized larger area. Could also be a series of outdoor spaces.
- Considerable sign pollution
- Relocate overhead wires as feasible
- Need to develop ideas to encourage easy pedestrian access between businesses
- Dickson Street and entertainment district have traditionally been the focus of branding. It would be wonderful to have some focus on branding/beautification in this part of town. The area has been called Midtown in the past- not sure if that is a good branding or not. Would be great to have nice lights and decorative street banners as well as larger investment/draw to the area
- This area is an emerging district
- Maintaining accessibility during construction is very important
- Connect a drive from Green Acres to College Avenue along Colt Drive or north of Mermaids

- Desire for an area for community style outdoor seating
- Fewer driveways/curb cuts would improve trafficflow and safety
- Enhance lighting along College Avenue

SOUTH SCHOOL AVENUE

- Do not change access
- The apartments planned for South Yard anticipates future on-street parking
- Poor lighting is an issue on this street
- Intersection of 11th and South School is crash-prone
- Cars run into the tree at the Farmer’s Table with some frequency
- Look for opportunities for interfaces between bike/micro mobility network.
- ORT is not married to specific bus stop locations. Open to shifting things - but major boarding points are Seven Hills, the Research Park, and major intersections. A transit center with turnaround loop is desirable.
- Ozark Regional Transit would determine bus stop design. Far side installation is safest
- Build in flexibility for evolution to BRT. Eugene, OR is an example of such an evolution
- South School Corridor-specific
- Any on-street bike facility should be carefully coordinated for safe operation with buses
- Preference for a multi-use a side path if possible – but open to the idea of either protected directional bike lanes or two-way cycle track on one side
- This could be the beginning of a more regional vision that extends the bike infrastructure to West Fork and Greenland



PROGRAM

SOUTH SCHOOL

Roadway

- Reallocation of right of way in certain locations
- Road section: Three 11-12' travel lanes with two-way cycle track on west side
- On-street parking: located as needed along South School
- Access management – driveway containment, identify parking areas for modification and general approach
- Pedestrian refuge medians at high demand crossings
- Possible enhancement or higher visibility of entrance to Reserach Park

Active Transportation

- Bicycle facility: Two-way separated bicycle track on west side
- Sidewalks: Five 6' sidewalk behind the curb separated by pavers or a minimum of six feet distance away from curb to allow for tree plantings. Back of curb sidewalks without edge buffer are acceptable adjacent to cycle track.
- Colored concrete crosswalks at pedestrian crossings
- 11th Street and South School – Modify alignment of 11th Street and South School and modify parking to allow for safer vehicular traffic, pedestrian and bicycle mobility.
- Redesign of 11th Street strip center parking lot for improved safety and sidewalk continuity
- Transit- Locate bus shelters where appropriate.

Environment

- Stormwater management – Locate stormwater management BMP's where appropriate
- Use long lasting materials and LED lighting along South School
- Plant native and adaptive species of street trees

Enhancements

- Denote districts along South School with integrated art
- Integrate art to denote bicycle and pedestrian crossings.
- New lighting and poles
- Provide new street trees and landscaping along the corridor where space allows.
- Provide decorative fencing where there is no buffer between sidewalk and parking lots.

NORTH COLLEGE

Roadway

- Road section: Five 11' travel lanes with 6' tree lawn and 6' sidewalk. In constrained area between North to Memorial, 5' concrete sidewalk and 1.5' paver edge adjacent to the curb to help separate cars from pedestrians.
- Access management – driveway containment, identify parking areas for modification and general approach.
- Medians in locations where they do not impede turns into businesses
- Intersection realignment at Green Acres Drive to create 90 degree intersection and green space; Colt Drive connection between Green Acres and College
- Intersection redesign – Poplar and College
- Utilities: Bury or move above ground utilities to reduce visual clutter

Active Transportation

- Sidewalks: Five 6' sidewalk behind the curb separated by pavers or a minimum of six feet of distance away from curb to allow for tree plantings.
- Connection of Poplar Bikeway and future Sublett Creek Trail
- Colored concrete crosswalks at pedestrian crossings

Environment/Sustainability

- Green Acres greenspace – reuse of vacated right-of-way for stormwater BMP's and open space
- Daylight Sublett Creek east of College and Poplar to allow for stormwater management.
- Use long lasting materials and LED lighting along South School
- Plant native and adaptive species of street trees

Districts

- Restaurant District: district organization with shared access, interconnected parking and pedestrian access, branding, graphics, amenities, outdoor eating

Enhancements

- Public Spaces: Green Acres, Sublett Drainage, Poplar Trailhead
- Provide opportunities for art in public spaces
- Denote restaurant district along College Avenue with integrated art and branding. Parking lot interconnection where possible
- New Lighting and Poles
- Provide new street trees and landscaping along the corridor where space allows.
- Provide decorative fencing where there is no buffer between sidewalk and parking lots.



COLORED CONCRETE SIDEWALKS



EXISTING OVERHEAD UTILITY LINES



STREET TREES



DECORATIVE FENCING



LIGHTING



RETAINING WALLS



DISTRICT BRANDING

INTEGRATING ART ALONG THE CORRIDOR

The 71B corridor master plan discussed the proven role that public art can play in creating meaningful places along the street. Consequently, it should be a major part of the 71B development program. Potential art installations along the South School and College Avenue streetscapes include:

- **District gateways.** These define the edges and themes of identifiable districts along the street, such as the University of Arkansas research campus and the emerging Mill District along South School and the Restaurant District along College north of Township. Integrated public art could be used to reflect local history, bring attention to specific sites and highlight local artists.
- **Bus shelters.** At special intersections such as transit stops, art and function can be combined with thematically designed shelters.
- **Pedestrian and Trail crossings.** Major pedestrian intersections such as the Greenway and Town Branch Trail crossings can be marked by placemaking elements that also increase safety and visibility. Similar treatments can be used to enhance safety at defined pedestrian crossings away from street intersections.
- **Open spaces** such as those envisioned with a redesign of the Green Acres drive intersection, the gathering space at Poplar and College Avenue provide possibilities for major art installations.



DISTRICT GATEWAY



DISTRICT GATEWAY



MAJOR ART INSTALLATION



BUS SHELTER



BUS SHELTER



MAJOR ART INSTALLATION



DISTRICT GATEWAY



DISTRICT GATEWAY



DISTRICT GATEWAY



DISTRICT GATEWAY



DISTRICT GATEWAY



MAJOR ART INSTALLATION

STORMWATER MANAGEMENT BMP'S

There will be opportunities along the corridors to incorporate stormwater management best management practices (BMP's). BMPs are structural, vegetative or managerial practices used to treat, prevent or reduce water pollution. This adds another layer of sustainability to the corridor. Some of the BMP's would include bioretention gardens, raingardens, porous pavements or water quality inlets.



GATHERING SPACES AND TRAILHEADS

There may be an opportunity to create gathering spaces and a trail head at the Poplar and College Avenue intersection. The gathering space could serve as an area for people to bring there take out meals from the restaurant district or serve as a space for community or district events. The trailhead would be associated with the proposed Sublett creek trail. This would include a parking lot and open space with picnic tables, benches and other amenities. The gathering space and trail head would also be areas to incorporate public art.



SOUTH SCHOOL SECTIONS



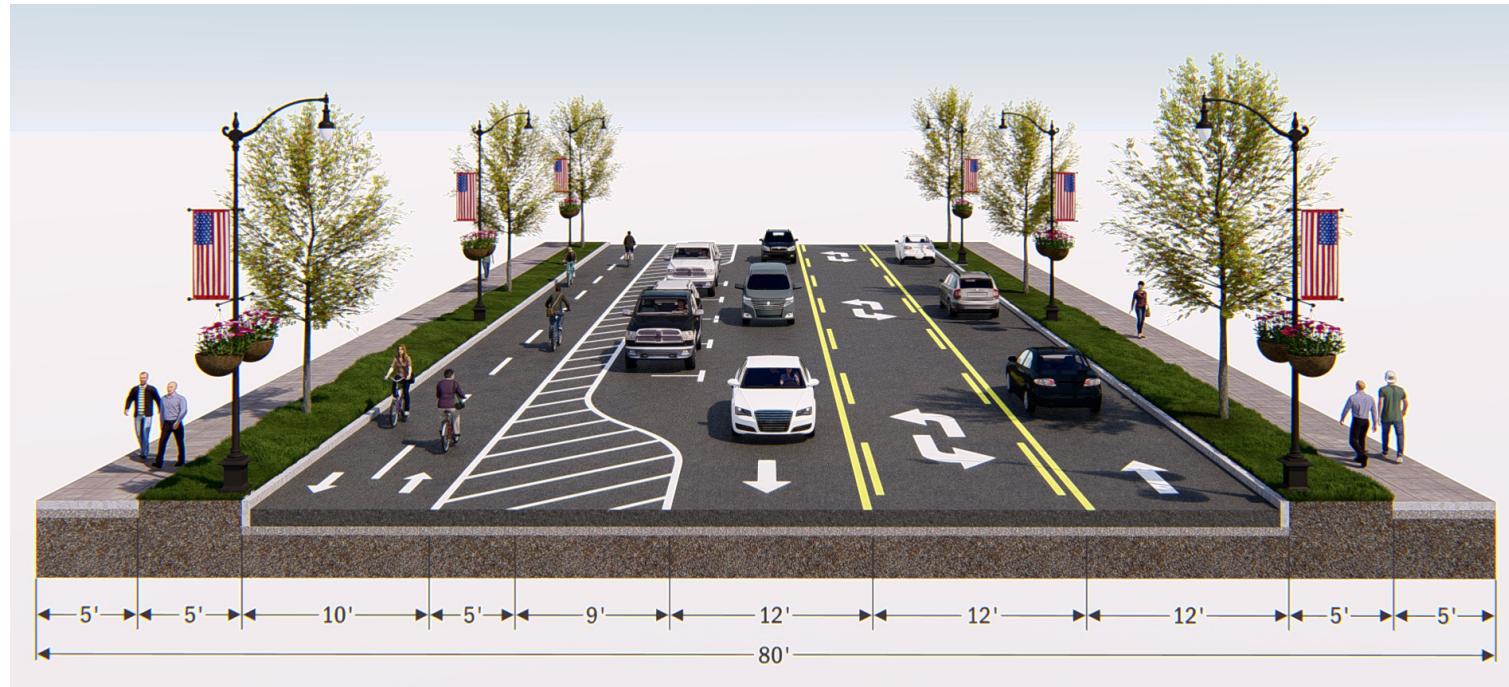
EXISTING SOUTH SCHOOL CONDITION

Five-lane configuration looking north from Town Branch Creek bridge



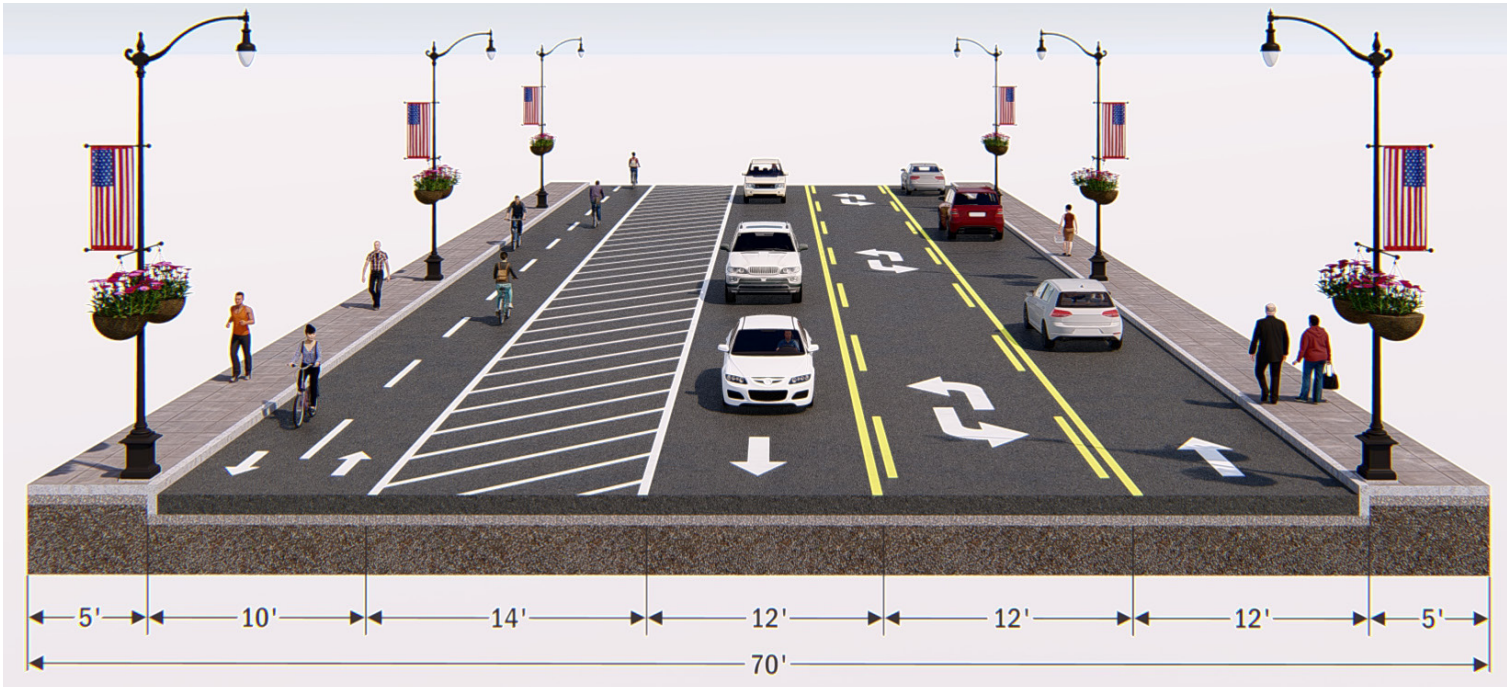
SOUTH SCHOOL AVENUE - TYPICAL SECTION

The desirable typical section provides a three-lane section with two-way protected cycle track on the west side, separated by a buffer delineated with surface mounted rumble strips and raised pavement markers, consistent with the treatment planned for Archibald Yell. The buffer ranges from 4' to 14' with the ability to accommodate on-street parking where the demand exists. Sidewalk with is 5' minimum (6' preferred), set back 5 to 6' from the back of curb.



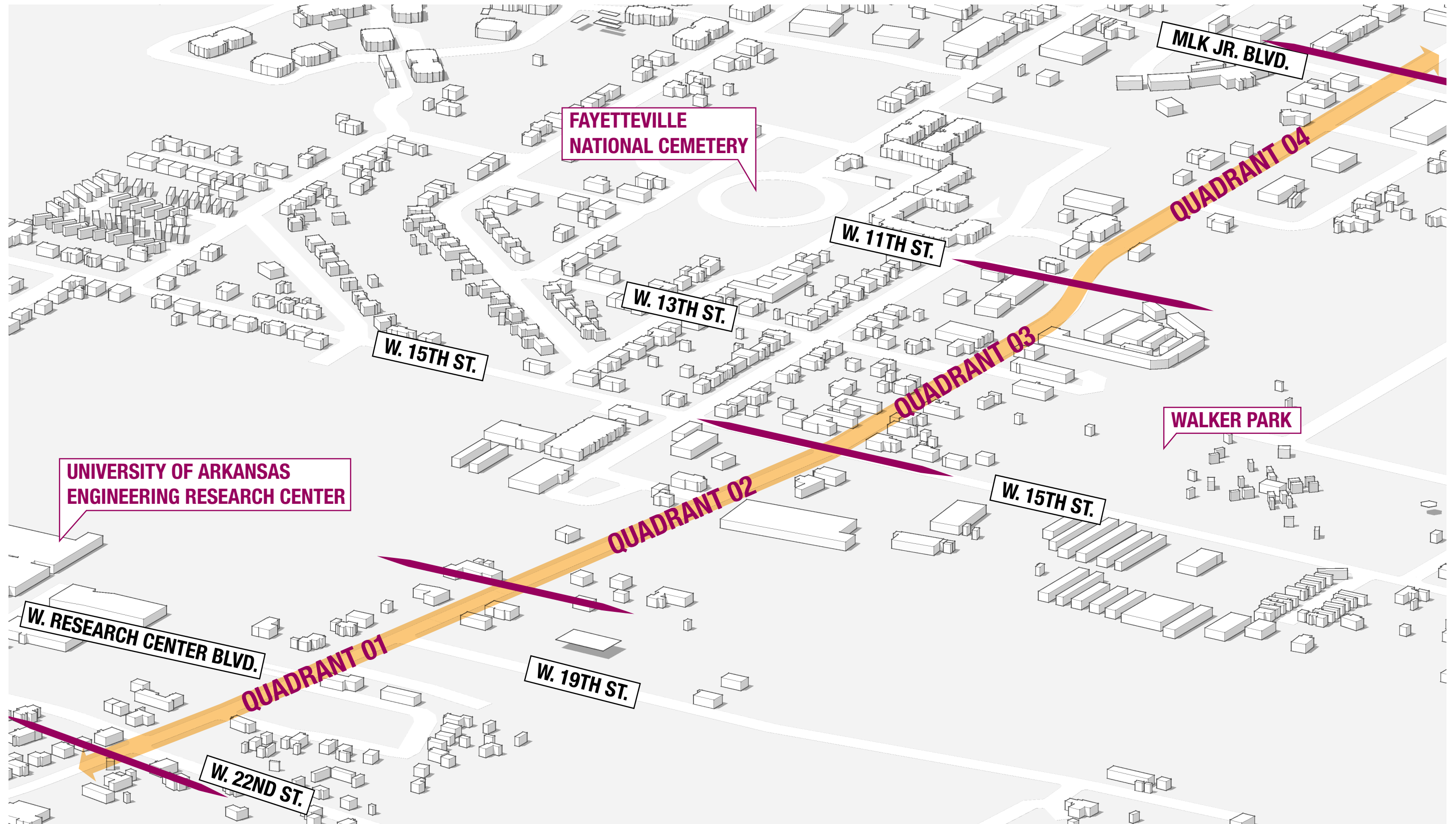
SOUTH SCHOOL AVENUE - PARKING

The illustration above shows the buffer modified to provide on-street parking. This section pertains to areas with demonstrated demand for on-street parking. The wider buffer can be modified over time to provide on-street parking that supports future redevelopment projects.



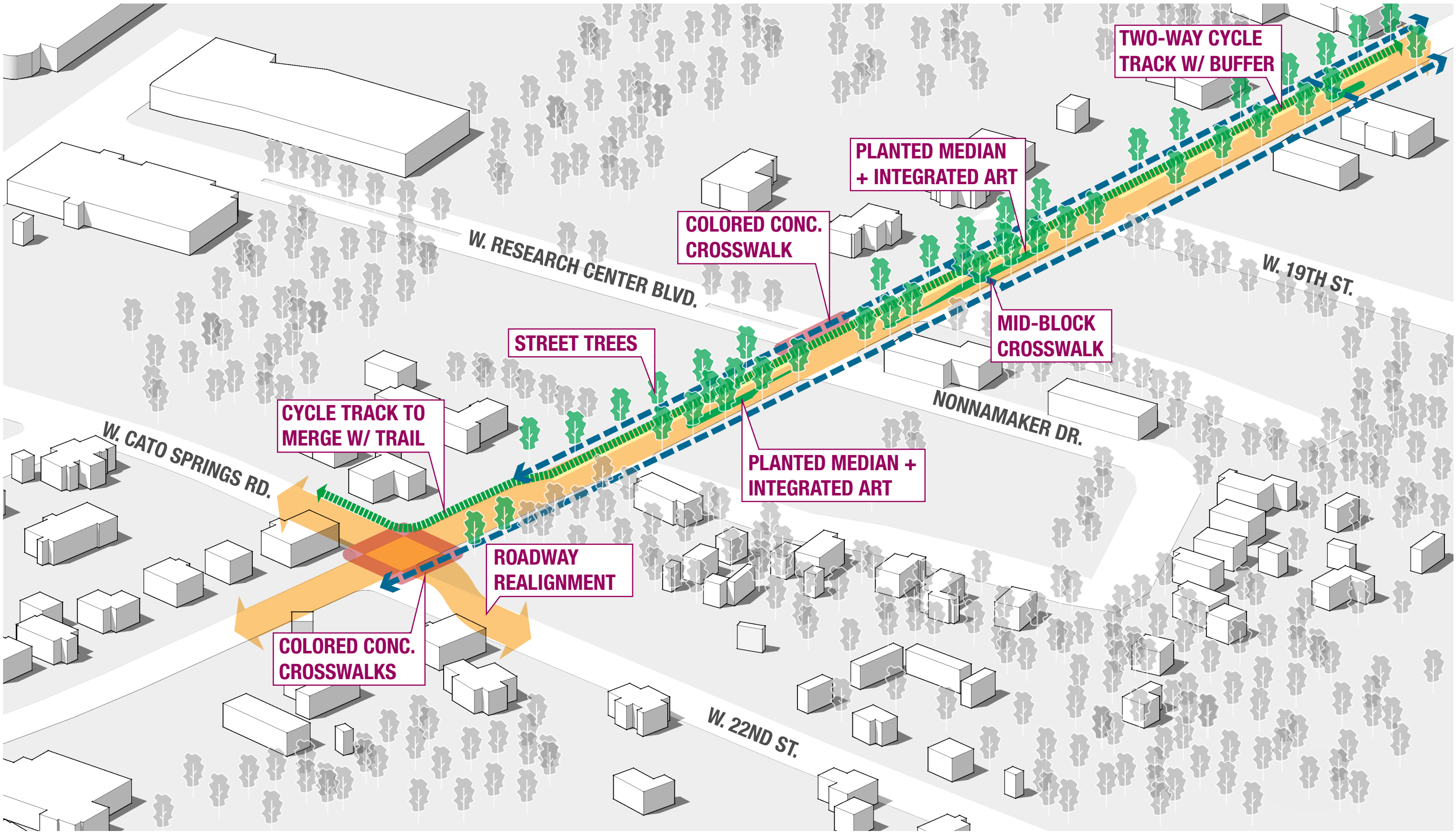
SOUTH SCHOOL AVENUE - CONSTRAINED SECTION

In some sections, a constrained right of way or topography makes a sidewalk setback difficult. In these situations, a back of curb sidewalk is most acceptable adjacent to the cycle track. Other options include adjustment of the curb line with reduction of the buffer between the cycletrack and travel lanes; or acquisition of a strip of right of way to permit a sidewalk setback.

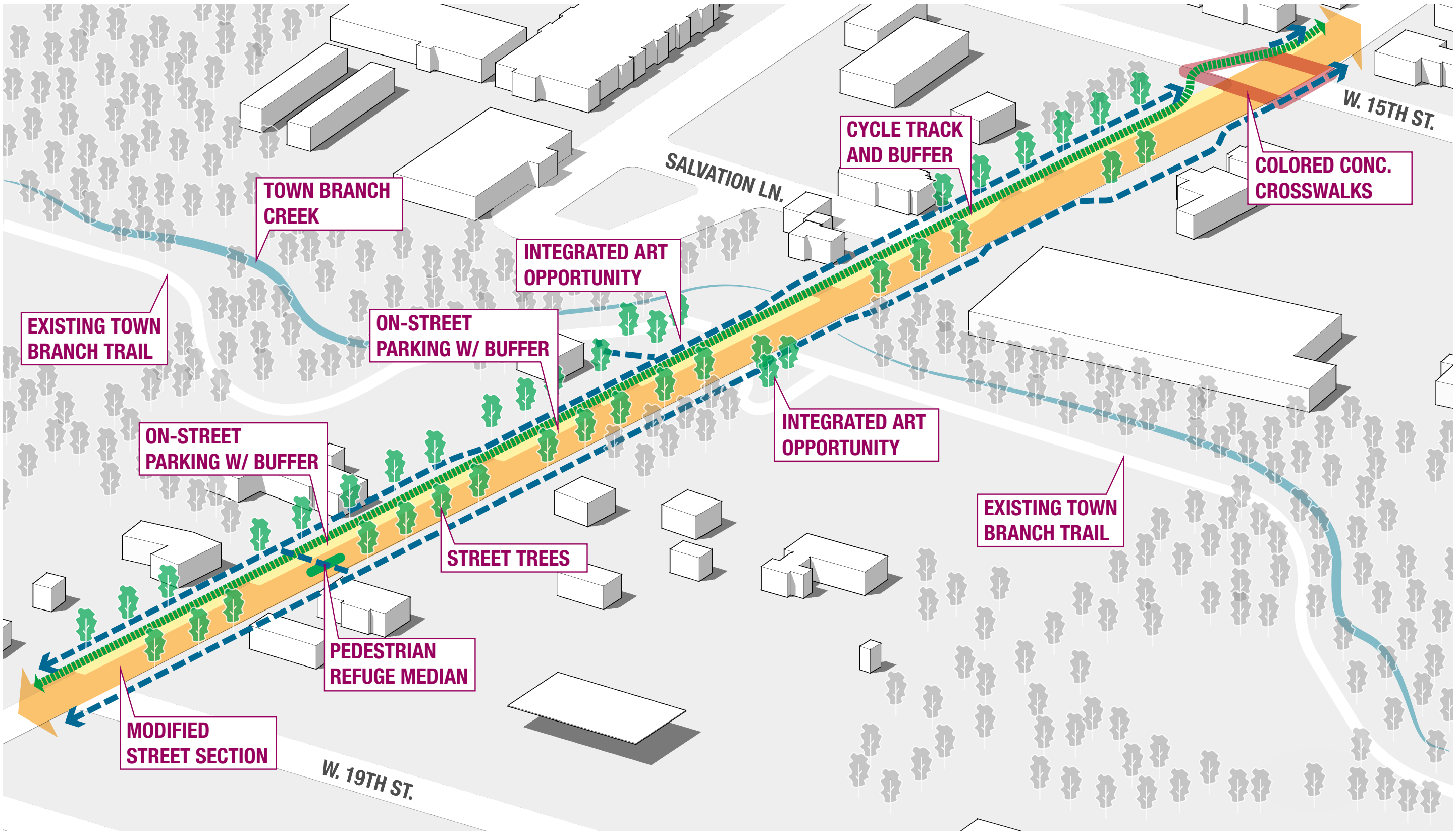


S. SCHOOL AVENUE - DIAGRAM QUADRANT OVERVIEW





S. SCHOOL AVENUE - QUADRANT 01



S. SCHOOL AVENUE - QUADRANT 02

ROADWAY ADJUSTMENTS

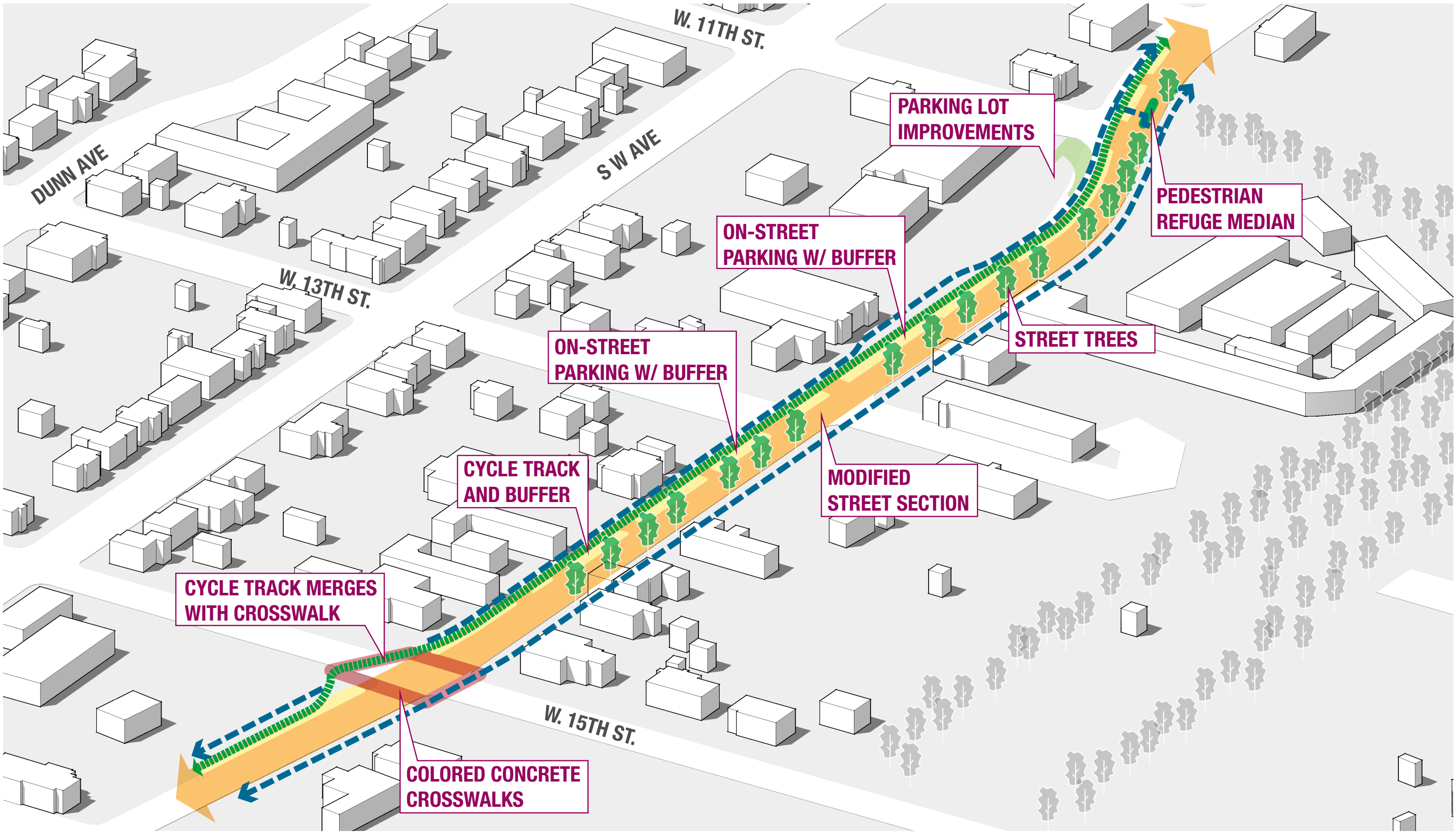
BUFFER AND/OR ON-STREET PARKING

COLORED CONCRETE CROSSWALKS

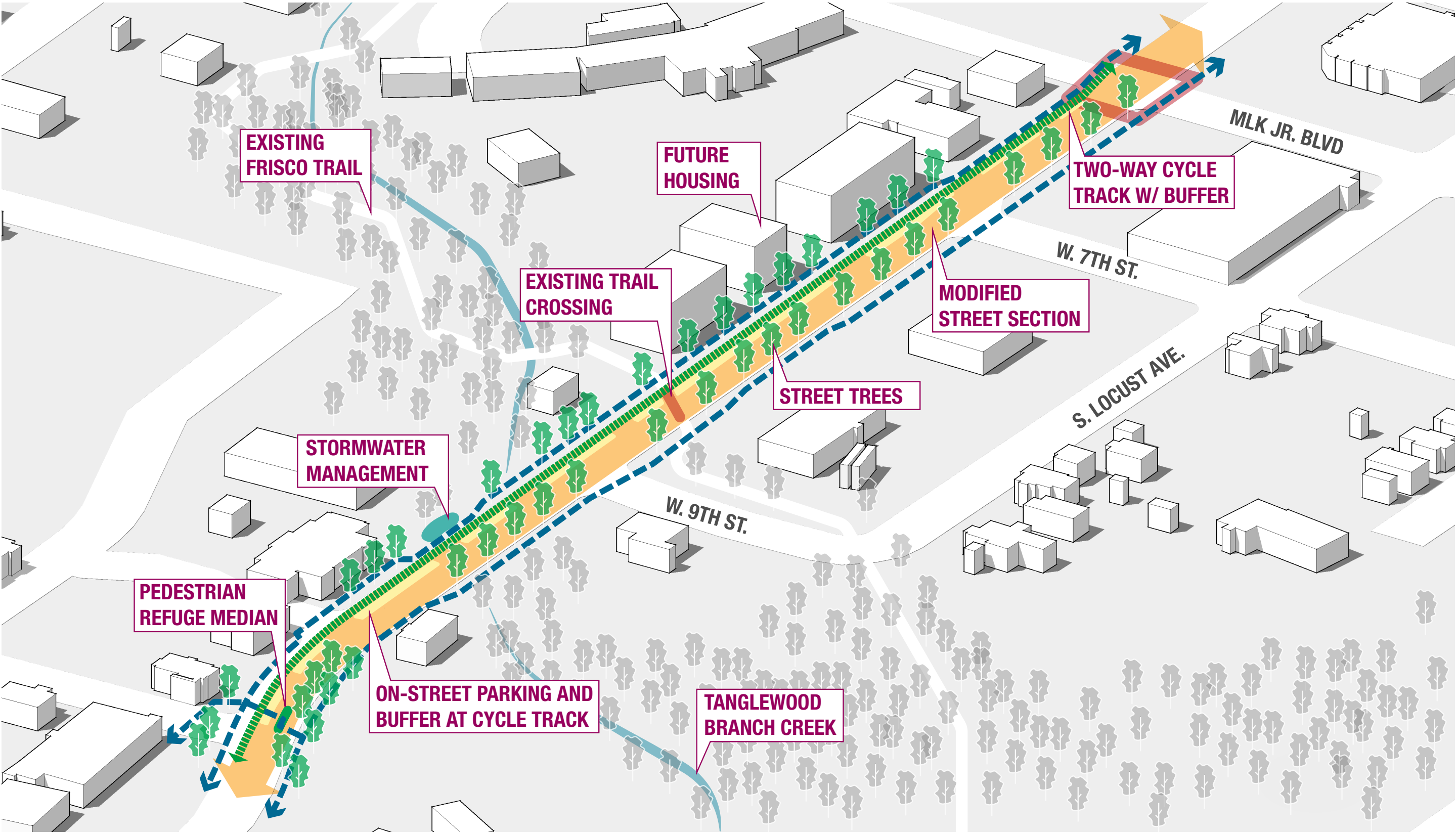
PEDESTRIAN CIRCULATION

TWO-WAY CYCLE TRACK

NORTH



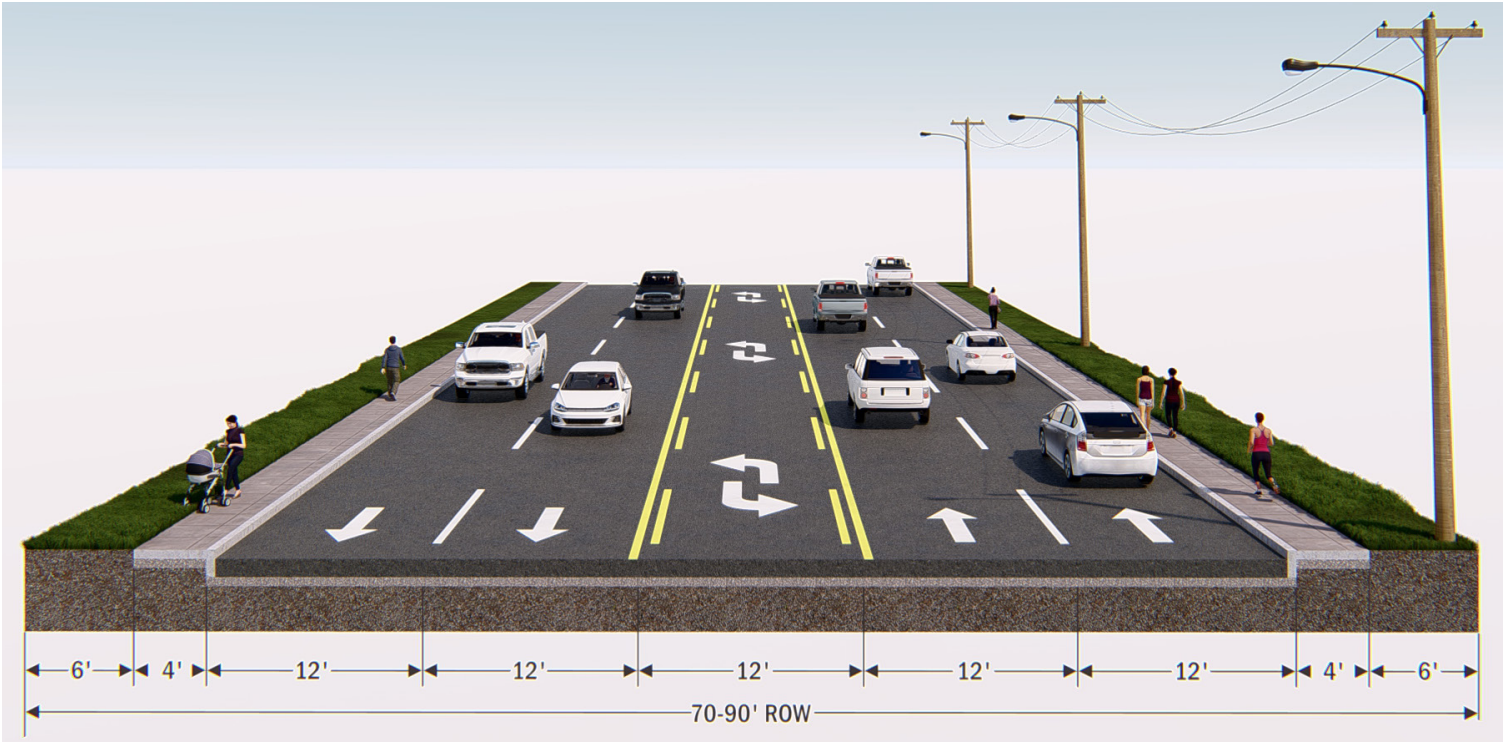
S. SCHOOL AVENUE - QUADRANT 03



S. SCHOOL AVENUE - QUADRANT 04



COLLEGE AVENUE SECTIONS



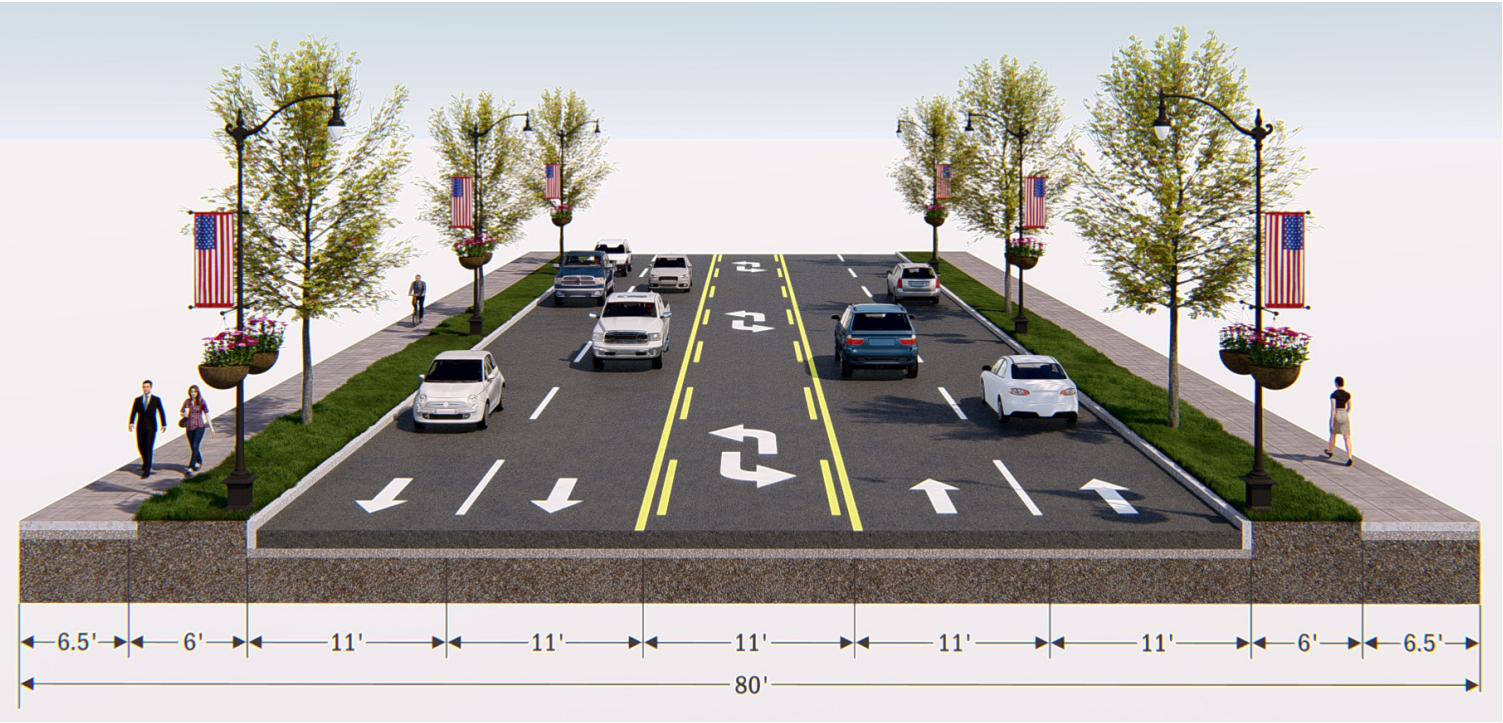
COLLEGE AVENUE - EXISTING

Illustration shows existing five-lane section with back of curb sidewalk. Sidewalks are intermittent and vary in width and setback.



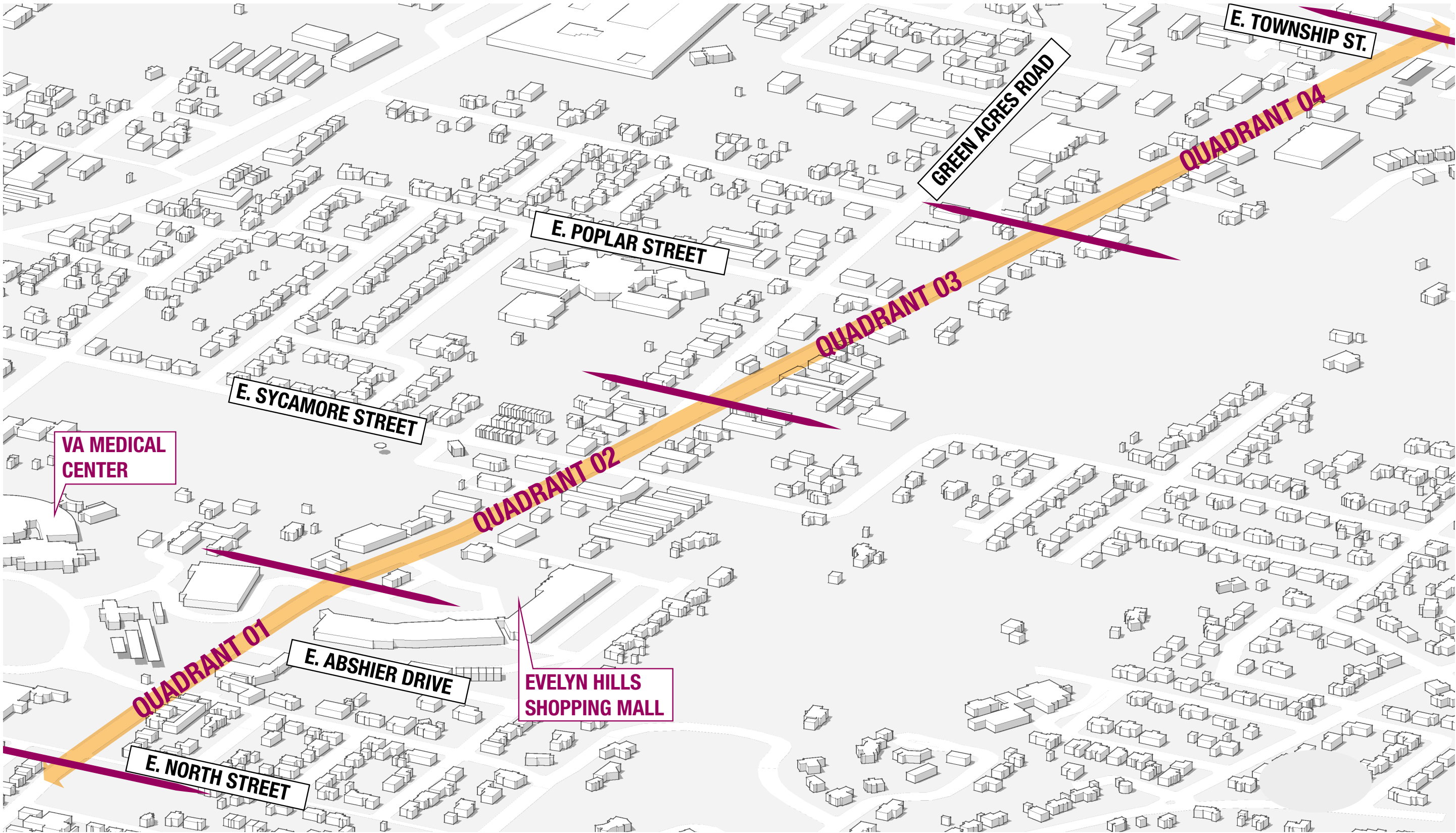
COLLEGE AVENUE - NORTH TO MEMORIAL DRIVE

College Avenue travel lanes are reduced to 11 feet, providing extra width between curb and property line. Topographic limitations require back of curb sidewalks, with a 1.5' paver buffer and 5.5' sidewalk width. Medians can be provided in some locations along this segment.



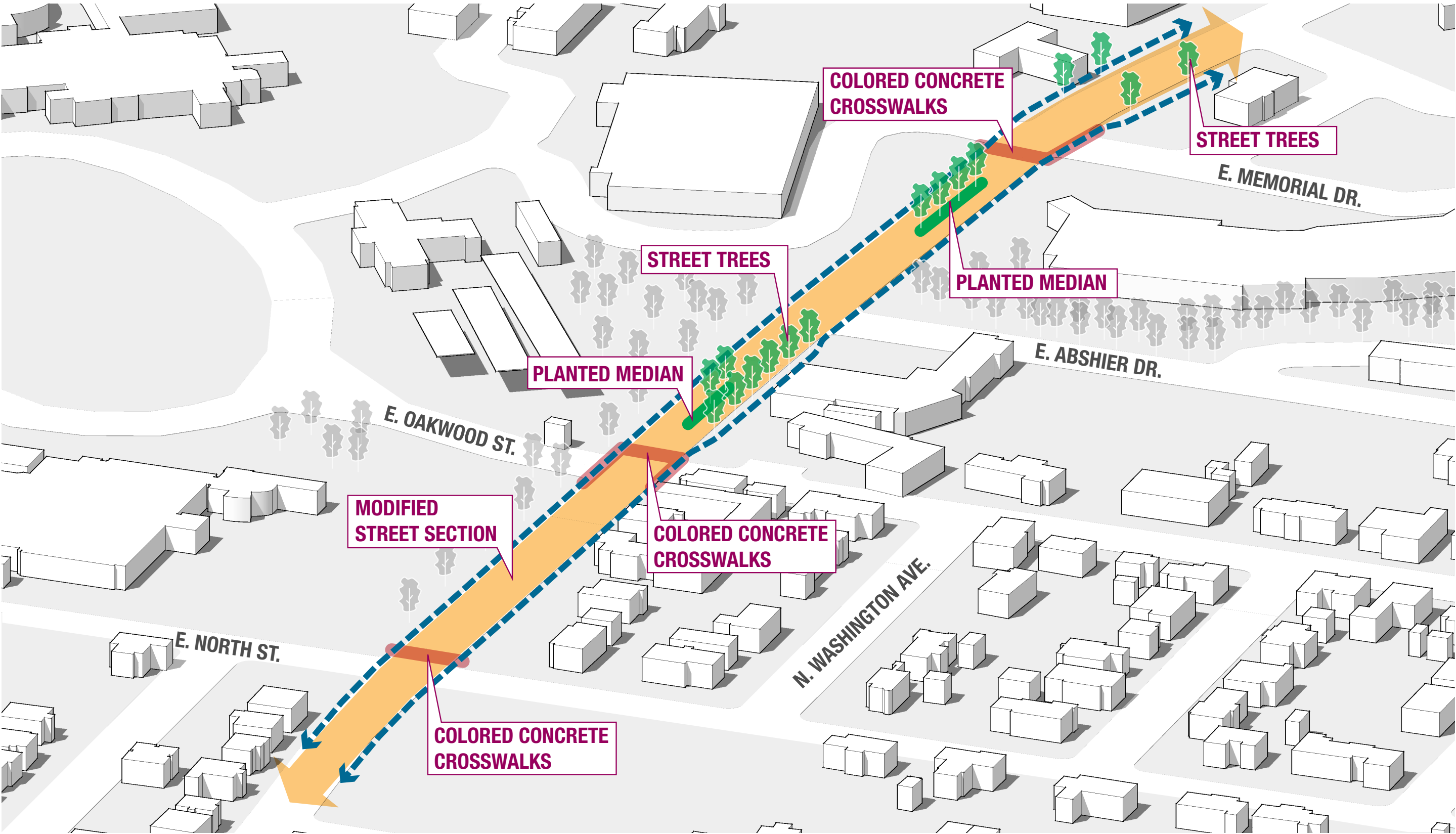
COLLEGE AVENUE - MEMORIAL DRIVE TO TOWNSHIP

Typical College Avenue section provides 5 11' lanes, with a desirable 6' sidewalk setback (4' minimum for short distances) and 6' to 6.5' sidewalk width. Wider sidewalk setback provides adequate space for street trees.



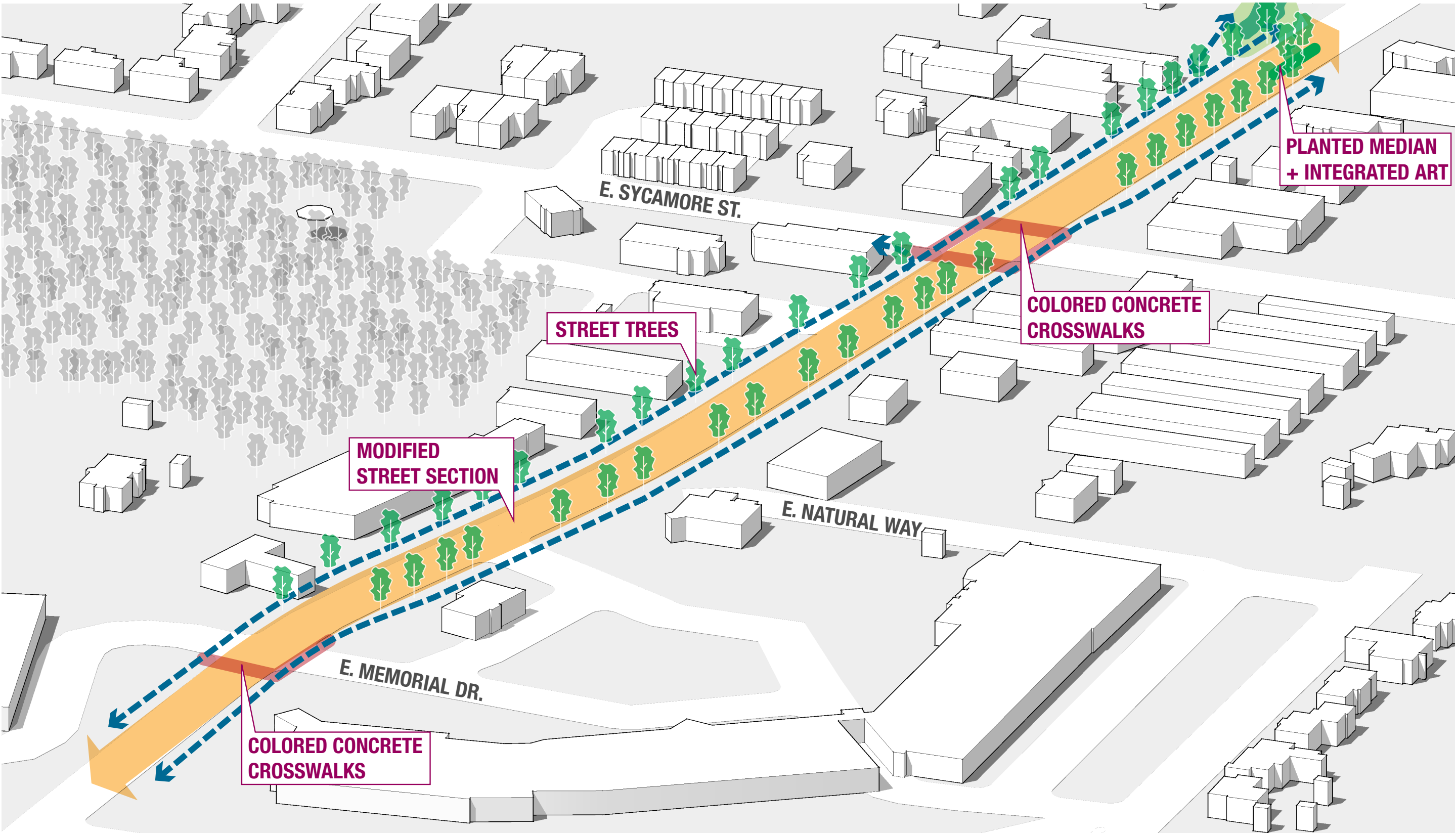
COLLEGE AVENUE - DIAGRAM QUADRANT OVERVIEW





COLLEGE AVENUE - QUADRANT 01





COLLEGE AVENUE - QUADRANT 02

ROADWAY
ADJUSTMENTS

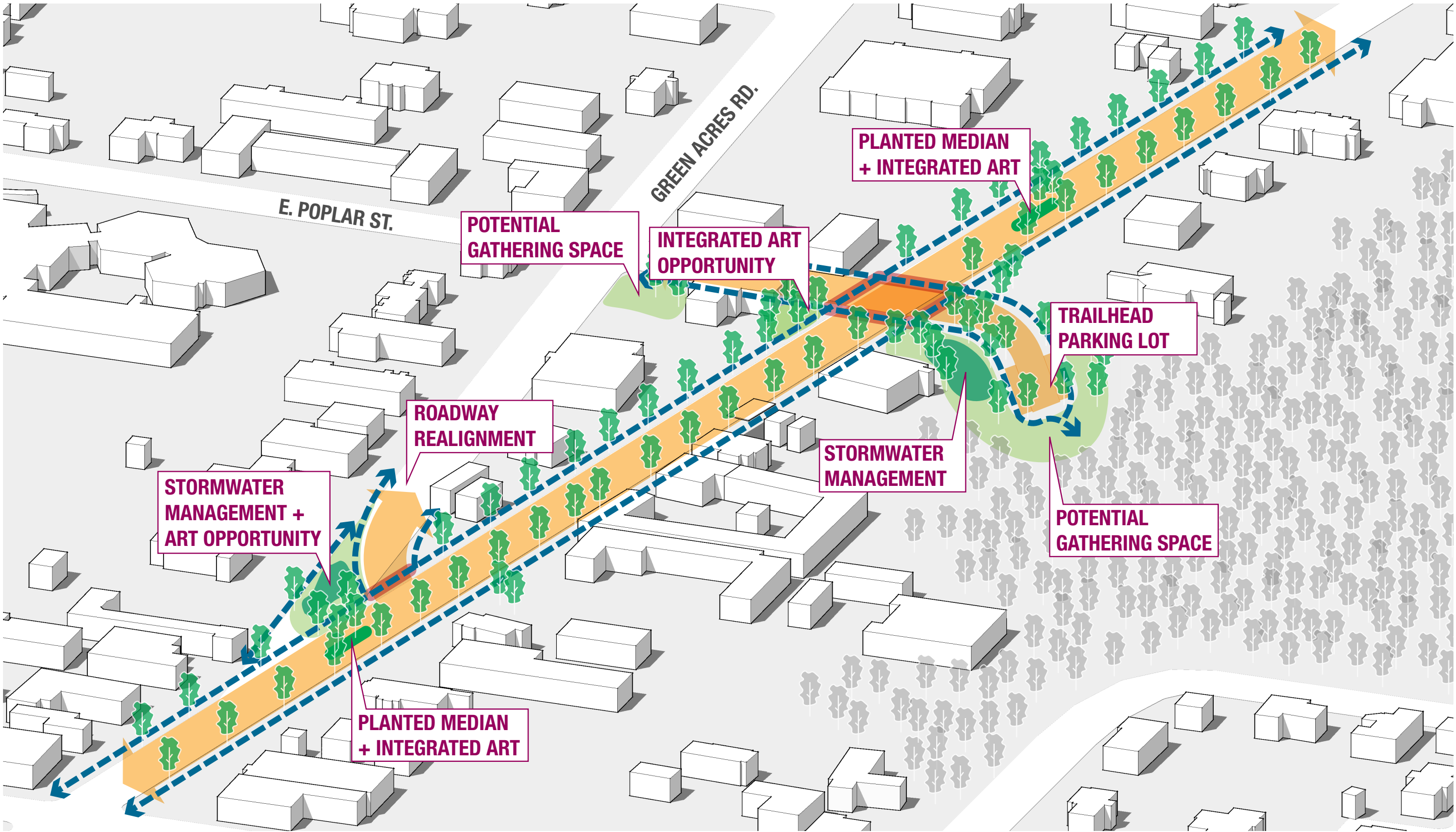
COLORED CONCRETE
CROSSWALKS

PEDESTRIAN
CIRCULATION

PROPOSED
GREENSPACE

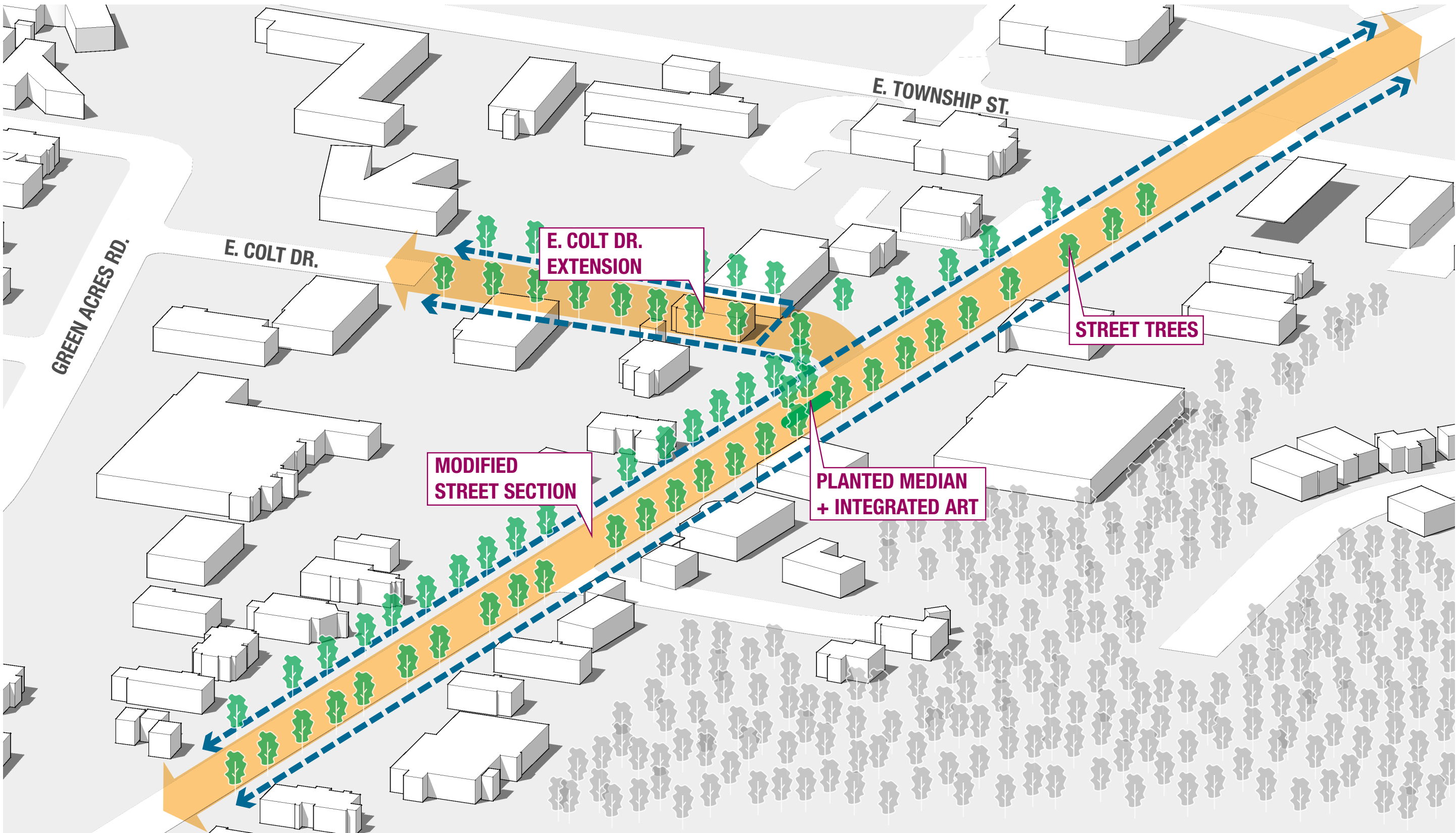
STORMWATER
MANAGEMENT





COLLEGE AVENUE - QUADRANT 03





COLLEGE AVENUE - QUADRANT 04

- ROADWAY ADJUSTMENTS
 - COLORED CONCRETE CROSSWALKS
 - PEDESTRIAN CIRCULATION
 - PROPOSED GREENSPACE
 - STORMWATER MANAGEMENT
- NORTH

PROGRAMMING COST OPINION

COLLEGE AVENUE

Streetscape - Within ROW		
Utilities - Bury or Relocate Utility Lines	\$5,068,210 or \$1,900,562	
Lighting	\$648,000	
Roadway - including removals	\$6,388,000	
Hardscape - sidewalks, pavers behind curbs, retaining walls, color concrete crosswalks	\$707,000	
Landscaping	\$435,500	
Site Amenities - Bus Shelters, Benches, Trash Receptacles, Bike Racks	\$453,000	
10% General Conditions, 20% Contingency, Design and Survey	\$3,935,964	
STREETSCAPE WITHIN ROW TOTAL:		\$12,567,464 Utility burial or relocation costs not included

Streetscape - Outside of ROW		
Parking Lot Improvements	\$2,462,300	
E Colt Dr. Extension	\$805,700	
Public Spaces at Poplar and College	\$642,700	
Integrated Art	\$500,000	
10% General Conditions, 20% Contingency, and Design	\$2,261,043	
STREETSCAPE - OUTSIDE OF ROW TOTAL:		\$6,671,743

SOUTH SCHOOL

Streetscape - Within ROW		
Utilities - Bury or Relocate Utility Lines	\$4,010,723 or \$1,455,961	
Lighting	\$544,000	
Roadway - including removals	\$1,817,000	
Hardscape - sidewalks, pavers behind curbs, retaining walls, color concrete crosswalks	\$413,800	
Landscaping	\$131,800	
Site Amenities - Bus Shelters, Benches, Trash Receptacles, Bike Racks	\$390,200	
General Conditions, Contingency, and Design	\$1,503,341	
STREETSCAPE WITHIN ROW TOTAL:		\$4,800,141 Utility burial or relocation costs not included

Streetscape - Outside of ROW		
Parking Lot Improvements	\$327,600	
7th St. Extension	\$258,800	
Integrated Art	\$200,000	
10% General Conditions, 20% Contingency, and Design	\$402,637	
STREETSCAPE - OUTSIDE OF ROW TOTAL:		\$1,189,037



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

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

FROM: Kenneth Patterson, Federal Aid Project Manager

SUBJECT: **S. School Ave. - Design Agreement with I & S Group, Inc. (ISG)**

RECOMMENDATION:

Staff recommends approval of the agreement with ISG in the amount of \$287,000 for design phase services (Conceptual) for the S. School Ave. (15th St. to MLK Blvd.) Safe Streets and Roads for All Project and approval of a budget adjustment, pursuant to RFQ 25-01, Selection #9.

BACKGROUND:

The School Avenue and College Avenue Corridors serve as the major north-south route through the central part of the city and are major commercial and retail destinations. Maintaining and improving the corridors will allow them to continue to serve mobility needs, and to continue to develop/redevelop as commercial corridors.

Improvements to these corridors will include striping, widening and/or narrowing of the roadway, utility relocation (including burial of overhead utilities), sidewalk/trail installation, accommodations for transit systems, elimination or reconfiguration of driveways, additional traffic signals, medians, plazas, art installations, lighting, wayfinding, protected intersections, parking, and other corridor improvements to be identified in the design process.

The starting point for corridor designs is the 71B Corridor Plan that was completed by RDG Planning. The goals and aspirations of the Plan continue to be implemented to the greatest extent possible through the limits of project segments selected for design and construction, which includes S. School Ave. between Cato Springs Rd. and Martin Luther King, Jr. Blvd. As stated above, this recommendation regards the segment from 15th St. to Martin Luther King, Jr. Blvd.

On December 4, 2024, Resolution 301-24 was approved to accept federal aid funding in the amount of \$25,000,000 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All (SS4A) Program. This funding supports five construction projects with a focus on safety, and this project is among them.

On May 6, 2025, a selection committee composed of City of Fayetteville staff selected ISG, Inc., for design phase services for this segment of S. School Ave, pursuant to RFQ 25-01, Selection 9.

DISCUSSION:

The scope of services for this phase of design includes survey, environmental review, traffic study, and

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

conceptual design. The project limits are S. School Ave. from W. 15th St. to W. Martin Luther King, Jr. Blvd., including the functional areas of the intersections. The reconstruction may include enhancements to pedestrian infrastructure, bicycle infrastructure, landscaping, hardscaping, streets, intersections, drainage systems, water systems, sanitary sewer systems, and access control. A subsequent contract will be negotiated after the scope of the improvements is developed in the study and conceptual design phase.

BUDGET/STAFF IMPACT:

The City has been awarded federal funding for this project through the Safe Streets and Roads for All (SS4A) Program, as approved by Resolution 301-24. The \$287,000 cost in this proposal is for conceptual design services. The final design process and budget will be submitted for the City's review and approval at a future date. Funding for the contract amount is as follows:

SS4A Program: \$214,179

Transportation Bond Program: \$72,821

ATTACHMENTS: 3. Staff Review Form, 4 Budget Adjustment, 5. Agreement, 6. Appendix B Supplement, 7. School Ave Fee by Unit

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1188

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH I & S GROUP, INC. FOR DESIGN PHASE SERVICES FOR THE SOUTH SCHOOL AVENUE SAFE STREETS AND ROADS FOR ALL PROJECT IN THE AMOUNT OF \$287,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the School Avenue and College Avenue Corridors serve as the major north-south route through the central part of the city and are major commercial and retail destinations; and

WHEREAS, on December 4, 2024, City Council approved Resolution 301-24 to accept federal aid funding in the amount of \$25,000,000.00 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All Program to fund improvements to these corridors; and

WHEREAS, the scope of services for this phase of design includes survey, environmental review, traffic study, and conceptual design for improvements to a segment of South School Avenue.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign an agreement with I & S Group, Inc. for design phase services for the South School Avenue Safe Streets and Roads for All Project in the amount of \$287,000.00 pursuant to RFQ 25-01, Selection 9.

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

2025-1188

Item ID

8/5/2025

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

Kenneth Patterson

7/11/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the agreement with I & S Group, Inc. (ISG) in the amount of \$287,000 for design phase services (Conceptual) for the S. School Ave. (15th St. to MLK Blvd.) Safe Streets and Roads for All Project and approval of a budget adjustment.

Budget Impact:

2235.900.9222-5860.02

Safe Streets & Roads Grant

4702.860.7235-5860.02

Streets Project (2019/2022/2024 Bonds)

Account Number

Fund

32401.9222

Safe Streets & Roads Grant

46020.7235.9222

Street Bonds - Safe Streets & Roads - School St

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 34,500,000.00

Expenses (Actual+Encum)

\$ 11,358,472.00

Available Budget

\$ 23,141,528.00

Does item have a direct cost? Yes

Item Cost

\$ 287,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 22,854,528.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # **301-24**

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division	Adjustment Number
2025	ENGINEERING (621) /Org2 Requestor: Kenneth Patterson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of the agreement with I & S Group, Inc. (ISG) in the amount of \$287,000 for design phase services (Conceptual) for the S. School Ave. (15th St. to MLK Blvd.) Safe Streets and Roads for All Project and approval of a budget adjustment.

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/5/2025
	ITEM ID#:	2025-1188
	Holly Black	
	7/11/2025 3:27 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	-	-					v.2025617
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
2235.900.9220-5899.00	(214,179)	-	32401	9220	EX	Unallocated - Budget	
2235.900.9222-5860.02	214,179	-	32401	9222	EX	Capital Prof Svcs - Engineering/Architectu	
2235.900.9220-4309.00	-	(214,179)	32401	9220	RE	Federal Grants - Capital	
2235.900.9222-4309.00	-	214,179	32401	9222	RE	Federal Grants - Capital	
4702.860.7999-5899.00	(72,821)	-	46020	7999	EX	Unallocated - Budget	
4702.860.7235-5860.02	72,821	-	46020	7235.9222	EX	Capital Prof Svcs - Engineering/Architectu	
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AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
I & S Group, Inc.

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

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform his services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4- PERIOD OF SERVICE

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

SECTION 5- PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon on an Hourly basis as described in Appendix B.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER'S normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project.

Applications for payment shall be made in accordance with a format to be developed by ENGINEER and as approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the

value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

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

6.13 Notices

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

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

ENGINEER's address:
3100 Market Street
Suite 106
Rogers, Arkansas 72758

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor

ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of

execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Molly Rawn

By: William A. Kratt
Business Unit Leader, William A. Kratt

ATTEST:

By: _____
City Clerk

By: [Signature]
Project Engineer, TJ Wells

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX "A"

June 24, 2025

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



RE: South School Avenue – Safe Streets For All Proposal

Mr. Brown,

As the City of Fayetteville (City) looks to reconstruct School Avenue from W 15th St to W Martin Luther King Jr Boulevard, I & S Group, Inc. (ISG) stands eager and ready to assist.

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs. It is our understanding that this initial proposal is for the Conceptual Design Phase; Survey, Preliminary Environmental Services, Traffic Study, Preliminary Utility Coordination, Alternative Design Analysis (Roadway, Intersections, Utilities), and anticipated one (1) public engagement meeting and one (1) transportation committee meeting. Future Phases consisting of but not limited to Preliminary Design, Final Design, Bidding Assistance, and Construction Phase services will be addressed as an amendment(s) to this agreement in the future.

SCOPE OF SERVICES

Project

The scope of services generally includes survey, environmental review, street design, water utility design, sanitary sewer utility design, platting, real estate acquisition documents, and bidding support. The project limits are School Avenue from W 15th St to W Martin Luther King Jr Boulevard, including the functional areas of the intersections. The project is being funded through a Safe Streets and Roads for All (SS4A) grant from the United States Department of Transportation (USDOT) and local funding. The reconstruction will include enhancements to pedestrian infrastructure, bicycle infrastructure, landscaping, hardscaping, streets, intersections, drainage systems, water systems, sanitary sewer systems, and access control.

CONCEPTUAL DESIGN PHASE

ISG will complete a conceptual design based on the project scope, prior plans and studies, discussions with City staff and other stakeholders. Prior to beginning work, ISG will coordinate a kickoff meeting with the City. The purpose of the conceptual design plans will be to confirm project scope, compare to the budget level cost estimate, and begin coordinating with agencies, utilities, and other stakeholders

Surveys

Corridor Survey

ISG will search Washington County records to obtain pertinent additional information for the subject project, including relevant surveys of record, section corner reference ties, and underlying plat information, supplementing the title documentation provided by the City. Researching the adjoining property descriptions may be necessary to identify overlaps or gaps caused by incorrect or ambiguous legal descriptions. If a current title commitment is not provided, the services of an abstractor may be used to perform a thorough search for recorded easements and encumbrances that could affect the parcel.

After the record search, ISG will conduct a field investigation to gather physical evidence, including but not limited to property pins, fences, or other lines of apparent occupation. The field data will be analyzed and compared with the written record and prior surveys. A determination will be made to reconcile the written description with the evidence gathered. The area of focus will be limited to the immediate area associated with design activity. If the site survey reveals unforeseen issues, we will notify the City before proceeding. Any necessary additional work may incur extra fees, which will be discussed and approved in advance.

ISG will visit the site to perform a topographic site survey, which includes locating significant corridor features such as fences, improvements, impervious areas, and landscaping, as well as visible evidence of underground utilities. Prior to the site visit, ISG will place an Arkansas One Call utility locate request to have underground utilities marked. Any resulting markings will be documented during our site visit.

The topographic ground shots will be gathered on an approximate 50-foot grid. Elevations will be referenced to a published benchmark datum. Topographic information will extend to approximately 25 feet beyond the property lines. The topographic survey information gathered at the site will be analyzed and summarized in a sketch of survey. This topographic information will be used to generate one-foot contours for the site, sufficient to facilitate design and planning activity.

Right-of-Way and Easement Exhibit Preparation

ISG will draft right-of-way and easement descriptions along with associated exhibits as necessary, to assist with any anticipated land acquisition adjacent to existing City of Fayetteville right-of-way or easements. These exhibits will be drafted in nature to be utilized initially for negotiation with land owners by the City of Fayetteville's internal land agents. These documents will be finalized in future phases as the design limits are fully understood.

Geotechnical

Geotechnical services are not anticipated for this project.

Environmental

Agency Coordination

ISG will provide initial coordination with the following agencies for regulatory requirements, if required:

- Arkansas Division of Environmental Quality (ADEQ)
- Arkansas Department of Health
- Division of Arkansas Heritage
- United States Army Corp of Engineers (USACE)
- United States Fish and Wildlife Service (USFWS)

Cultural Resources

ISG will provide a Phase I Cultural Resources Survey through a subconsultant, utilizing records research and on-site surveys to evaluate cultural resources in the study area for potential effects. A Cultural Resources Survey Report will be prepared and submitted to the State Historic Preservation Officer (SHPO) for a single, build alternative. The report will request concurrence with the findings for Section 106 clearance, and revisions will be made based on comments from SHPO, if necessary.

ISG will prepare draft notification documents and maps for the area of potential effect for initial coordination with tribes for FHWA to review and distribute.

Hazardous Materials

ISG will conduct a Phase I Environmental Site Assessment and coordinate with ADEQ for their review and comment. The City acknowledges that ISG is not the owner or generator of waste materials generated because of the Hazardous Materials/Contamination Assessments services performed by ISG under this contract.

Environmental Document

ISG will begin preparing the environmental document, as required by the National Environmental Policy Act (NEPA), to Federal Highway Administration (FHWA) standards. The subject project is assumed to require a Tier 3 Categorical Exclusion (CE). This document will be completed and finalized in the Preliminary Design Phase.

Traffic Study

ISG will perform a traffic study to evaluate capacity, safety, and control of School Avenue and the School Avenue intersections with W 15th St and W Martin Luther King Jr Boulevard. The purpose of the traffic study will be to determine and analyze design alternatives for the street layout of School Avenue and the intersection configurations and control at the School Avenue intersections with W 15th St and W Martin Luther King Jr Boulevard.

Up to three (3) alternatives for each intersection as part of the traffic study and Conceptual Design Phase of the project.

Once a build alternative is selected for the School Avenue street layout and the intersections, ISG will carry those alternatives into the Preliminary Design Phase.

Franchise Utility Coordination

After field survey is complete ISG will notify utilities of the project scope, ask them to provide utility mapping, and provide them with their surveyed locations in order for them to confirm the correct and complete location of their facilities.

Conceptual Plans

ISG will prepare based on data collected in previous sections a conceptual plan set that will encompass the proposed Alternative Design Solutions. This will include opinions of probable cost, conceptual plans/exhibits for typical roadway sections, intersections, and city owned utilities. ISG will coordinate a conceptual plan review meeting with the City, then followed by public engagement meetings, and transportation committee meeting as described in the Public Engagement scope. Once feedback has been obtained ISG will finalize the conceptual plan to identify the preferred alternative.

Public Engagement

ISG will provide the City with written content, graphics, and project documentation for the City's use on the City's website, social media, and other communication methods. In addition, the following meetings are anticipated:

- Up to One (1) public involvement meetings
- Up to One (1) Transportation Committee meetings
- Meetings with residents, businesses, property owners, and other stakeholders, as necessary

ISG will coordinate the public meetings, with assistance from the City. ISG will keep a public engagement log of comments and interactions with public stakeholders and will provide the log to the City.

PRELIMINARY DESIGN PHASE

Once the City approves the conceptual plans, ISG will begin the preliminary design phase and incorporate remaining comments from the conceptual design phase. The preliminary design phase will document design decisions and will be used to complete the NEPA documentation, and continue coordinating with agencies, utilities, and other stakeholders. A preliminary scope of services is provided below that may be included in the Preliminary Design Phase, however, this is subject to modification and revisions based on the findings during the Conceptual Design Phase and the preferred selected alternative.

Surveys

Right-of-Way and Easement Exhibit Preparation

ISG will finalize the right-of-way and easement descriptions along with associated exhibits as necessary, to assist with any anticipated land acquisition adjacent to existing City of Fayetteville right-of-way or easements. These exhibits will be based upon the final negotiated property acquisition agreements between the land owners and the City of Fayetteville and will be utilized for recordation.

Utility Coordination

Once preliminary plans and right-of-way and easement documents are prepared, ISG will provide these documents to utilities in order for them to confirm any conflicts their facilities have with the reconstruction. Utilities will be asked to provide a work plan for any removals, relocations, or additions to their facilities. The work plan will include drawings and a proposed schedule for any work on their facilities. ISG will coordinate with utilities to encourage the relocation of any conflicts prior to the reconstruction of School Avenue. Any conflicts that must be resolved during reconstruction of School Avenue will be coordinated and information will be provided in the contract documents for the City's contractor to continue coordination through the reconstruction of School Avenue.

Environmental

Agency Coordination

ISG will provide preliminary and final plans to the following agencies for regulatory approvals, if required:

- Arkansas Division of Environmental Quality (ADEQ)
- Arkansas Department of Health
- Division of Arkansas Heritage
- United States Army Corp of Engineers (USACE)
- United States Fish and Wildlife Service (USFWS)

Environmental Document

ISG will finalize the environmental document, as required by the National Environmental Policy Act (NEPA), to Federal Highway Administration (FHWA) standards. The subject project is assumed to require a Tier 3 Categorical Exclusion (CE). Once complete, ISG will furnish the City and the FHWA original copies for review. ISG will incorporate comments into a revised document. ISG assumes up to two rounds of comments. ISG will submit the final document to FHWA for its approval.

Public Engagement

ISG will provide the City with written content, graphics, and project documentation for the City's use on the City's website, social media, and other communication methods. In addition, the following meetings are anticipated:

- Up to One (1) public involvement meetings, one prior to preliminary design, and one during final design and prior to bidding
- Up to One (1) Transportation Committee meetings
- Up to One (1) Active Transportation Committee meetings
- Up to One (1) Arts Council meetings
- Meetings with residents, businesses, property owners, and other stakeholders, as necessary

ISG will coordinate the public meetings, with assistance from the City. ISG will keep a public engagement log of comments and interactions with public stakeholders and will provide the log to the City.

Preliminary Plans

ISG will prepare a Preliminary Plan set that will take the preferred alternative to approximately 60% of completed construction documents. An updated opinion of probable cost will be provided. ISG will coordinate a preliminary plan review meeting with the City. The preliminary plan set will include:

- Title Sheet
- Typical Sections
- Construction Details
- Removal Plans
- Utility Plans and Profiles
- Intersection Details
- Street Plans and Profiles
- Pavement Marking and Signing Plans
- Maintenance of Traffic Conceptual Plans
- Cross Sections

Landscape Architecture

ISG will design streetscape amenities. These amenities could include plantings, planters, benches, bus shelters, refuse receptacles, placemaking features, gateway features, and other amenities. Streetscape amenities will be coordinated with green infrastructure, lighting, and street reconstruction designs.

Electrical Design

ISG will design street lighting. Lighting spacing will according to City standards. If none exist, spacing will match typical installations. A photometric analysis will be provided, if requested.

FINAL DESIGN

A preliminary scope of services is provided below that may be included in the Final Design Phase, however, this is subject to modification and revisions based on the findings during the Conceptual Design Phase and the preferred selected alternative.

Once the City approves the preliminary plans, ISG will begin the final design phase and incorporate remaining comments from the preliminary design phase. The final design phase will provide construction plans, specifications, and estimates for the purpose of bidding and construction. Plans and specifications will be used to continue coordinating with agencies, utilities, and other stakeholders. ISG will coordinate a final plan review meeting with the City. After comments from the final plan review meeting are received and incorporated, a plan-in-hand walkthrough will be conducted with the City, and final changes will be incorporated into the final construction documents prior to bidding. An updated opinion of probable cost will be provided. The final plan set will include:

- Title Sheet
- Project notes
- Typical Sections
- Construction Details
- Removal Plans
- Erosion Control Plans
- Utility Plans and Profiles
- Intersection Details
- Street Plans and Profiles
- Pavement Marking and Signing Plans
- Maintenance of Traffic Plans
- Cross Sections

Utility Coordination

ISG will provide utilities with final plans and right-of-way and easement exhibits and will continue to coordinate with utilities prior to reconstruction of School Avenue as needed.

Environmental

Permitting

Storm Water Pollution Prevention Plan (SWPPP)

ISG will prepare a Storm Water Pollution Prevention Plan for the scope of this proposed construction work. A stormwater pollution prevention plan will be prepared that incorporates Best Management Practices (BMPs). This plan will include the necessary erosion control measures to meet local and state requirements.

Bidding Assistance

ISG will assist in the preparation of an advertisement for bids to assist with solicitation of competitive general contractor bids. We are prepared to respond to contractor questions and issue clarifications via addendum if necessary. We will also provide assistance with bid evaluation, issuance of a recommendation of award, and preparation of the Notice to Proceed and Agreement between the City and Contractor.

Survey

Monumentation

Based on the boundary survey and the recorded right-of-way and easement documents, ISG will install iron monuments at the new property corners. It is anticipated that temporary monumentation will be set prior to construction and that after construction is completed final monumentation will be installed. This will include subsurface installation of ½-inch diameter, 20-inch-long solid iron rods, or other permanent monuments where applicable, at each of the new property corners. The locations will also be identified on the surface by wooden lath.

ASSUMPTIONS + EXCLUSIONS

The following assumptions were used to develop the scope of services in this proposal:

- The City will provide ISG with the following:
 - Available survey control
 - As-built Plans
 - Water and Sewer System Information
 - Traffic Forecasts

The following items are excluded from the scope of services in this proposal:

- Geotechnical Services
- Public Hearings
- Cultural Resources Surveys beyond Phase I
- Wetland Delineation
- Biological Assessments
- Hazardous Material Surveys beyond Phase I
- Section 4(f) Evaluations
- Conceptual Stage Relocation Report
- Visual Impact Memo
- Noise Screening Analysis
- A NEPA Environmental Assessment, Finding of No Significant Impact, or Environmental Impact Statement
- Section 404 Permit
- Stream Modeling
- LOMR
- Coordination with FEMA
- Structural Engineering
- Construction Phase Services

SCHEDULE

ISG proposes the following schedule if a notice to proceed is received by August 1, 2015.

Phase	Date
Conceptual Plans (30%)	February 1, 2026
NEPA Document	April 1, 2026
Preliminary Plans (60%)	June 1, 2026
Right-of-way and Easement Documents	September 1, 2026
Final Plans and Specifications for City Review (90%)	February 1, 2027
Final Construction Documents	April 1, 2027

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Conceptual Design Phase	Compensation
Surveys	\$75,000.00
Environmental	\$18,000.00
Traffic Study	\$30,000.00
Franchise Utility Coordination	\$5,000.00
Conceptual Plans	\$88,500.00
Public Engagement	\$25,500.00
Total	\$242,000.00

Conceptual Design Phase - Utilities	Compensation
Surveys	\$10,000.00
Alternative Design Analysis	\$35,000.00
Total	\$45,000.00

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Fayetteville. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJ Wells', with a stylized flourish at the end.

TJ Wells, PE
Civil Engineer

TJ.Wells@ISGInc.com

2025 Standard Hourly Rates

Rates are effective as of January 1, 2025 and are subject to change.

Job Type	Hourly Rate
Administrative I	\$80
Administrative II	\$100
Administrative III	\$120
Administrative IV	\$150
Applied Technology Specialist I	\$110
Applied Technology Specialist II	\$125
Applied Technology Specialist III	\$140
Applied Technology Specialist IV	\$160
Architect I	\$130
Architect II	\$150
Architect III	\$170
Architect IV	\$200
Architectural Designer I	\$120
Architectural Designer II	\$130
Architectural Designer III	\$140
Architectural Designer IV	\$160
Business Developer I	\$150
Business Developer II	\$170
Business Developer III	\$190
Business Developer IV	\$220
Business Writer	\$120
Civil Designer I	\$120
Civil Designer II	\$130
Civil Designer III	\$140
Civil Designer IV	\$160
Civil Engineer I	\$150
Civil Engineer II	\$160
Civil Engineer III	\$180
Civil Engineer IV	\$200
Commissioning Technician I	\$130
Commissioning Technician II	\$140
Commissioning Technician III	\$150

Job Type	Hourly Rate
Commissioning Technician IV	\$170
Construction Administrator I	\$120
Construction Administrator II	\$130
Construction Administrator III	\$140
Construction Administrator IV	\$155
Development Services Coordinator I	\$130
Development Services Coordinator II	\$145
Development Services Coordinator III	\$160
Development Services Coordinator IV	\$180
Drone Specialist I	\$120
Drone Specialist II	\$130
Drone Specialist III	\$140
Drone Specialist IV	\$160
Electrical Controls Designer IV	\$210
Electrical Designer I	\$130
Electrical Designer II	\$140
Electrical Designer III	\$150
Electrical Designer IV	\$170
Electrical Engineer I	\$160
Electrical Engineer II	\$170
Electrical Engineer III	\$190
Electrical Engineer IV	\$220
Environmental Scientist/Engineer I	\$130
Environmental Scientist/Engineer II	\$145
Environmental Scientist/Engineer III	\$160
Environmental Scientist/Engineer IV	\$190

Job Type	Hourly Rate
General Counsel	\$370
GIS Specialist I	\$130
GIS Specialist II	\$150
GIS Specialist III	\$170
GIS Specialist IV	\$190
Graphic Designer	\$110
Interior Designer I	\$130
Interior Designer II	\$140
Interior Designer III	\$155
Interior Designer IV	\$170
IT Specialist	\$130
Land Survey Specialist I	\$105
Land Survey Specialist II	\$120
Land Survey Specialist III	\$130
Land Survey Specialist IV	\$140
Land Surveyor I	\$120
Land Surveyor II	\$130
Land Surveyor III	\$150
Land Surveyor IV	\$185
Landscape Architect I	\$140
Landscape Architect II	\$150
Landscape Architect III	\$170
Landscape Architect IV	\$190
Landscape Designer I	\$120
Landscape Designer II	\$130
Landscape Designer III	\$140
Landscape Designer IV	\$160
Marketing Specialist	\$130
Mechanical Designer I	\$130
Mechanical Designer II	\$140
Mechanical Designer III	\$150
Mechanical Designer IV	\$170
Mechanical Engineer I	\$160

Job Type	Hourly Rate
Mechanical Engineer II	\$170
Mechanical Engineer III	\$190
Mechanical Engineer IV	\$220
Planner I	\$130
Planner II	\$145
Planner III	\$160
Planner IV	\$180
Project Coordinator I	\$130
Project Coordinator II	\$145
Project Coordinator III	\$160
Project Coordinator IV	\$180
Project Manager I	\$140
Project Manager II	\$160
Project Manager III	\$180
Project Manager IV	\$200
Refrigeration Designer I	\$140
Refrigeration Designer II	\$150
Refrigeration Designer III	\$165
Refrigeration Designer IV	\$180
Refrigeration Engineer I	\$180
Refrigeration Engineer II	\$195
Refrigeration Engineer III	\$215
Refrigeration Engineer IV	\$235
Senior Applied Technology Specialist	\$170
Senior Architect	\$235
Senior Architectural Designer	\$180
Senior Business Developer	\$230
Senior Business Writer	\$140
Senior Civil Designer	\$180
Senior Civil Engineer	\$235
Senior Commissioning Technician	\$190
Senior Construction Administrator	\$170
Senior Development Services Coordinator	\$200
Senior Drone Specialist	\$170

Job Type	Hourly Rate
Senior Electrical Controls Designer	\$220
Senior Electrical Designer	\$190
Senior Electrical Engineer	\$250
Senior Environmental Scientist	\$215
Senior Finance Consultant	\$200
Senior GIS Specialist	\$205
Senior Graphic Designer	\$130
Senior Interior Designer	\$195
Senior IT Specialist	\$200
Senior Land Survey Specialist	\$150
Senior Land Surveyor	\$205
Senior Landscape Architect	\$215
Senior Landscape Designer	\$170
Senior Marketing Consultant	\$200
Senior Marketing Specialist	\$150
Senior Mechanical Designer	\$190
Senior Mechanical Engineer	\$250
Senior Planner	\$210
Senior Process Engineer	\$230
Senior Project Executive	\$290
Senior Project Manager	\$230
Senior Refrigeration Designer	\$205
Senior Refrigeration Engineer	\$285
Senior Structural Designer	\$185
Senior Structural Engineer	\$240
Senior Technical Writer	\$170
Senior Technology Designer	\$210
Senior Technology Engineer	\$220
Senior Telecommunications Designer	\$150
Senior Telecommunications Engineer	\$240
Senior Telecommunications Project Manager	\$230
Senior Visualization Specialist	\$220

Job Type	Hourly Rate
Senior Water/Wastewater Designer	\$190
Senior Water/Wastewater Engineer	\$250
Senior Water/Wastewater Project Manager	\$240
Structural Designer I	\$120
Structural Designer II	\$130
Structural Designer III	\$145
Structural Designer IV	\$170
Structural Engineer I	\$150
Structural Engineer II	\$170
Structural Engineer III	\$190
Structural Engineer IV	\$210
Technical Writer	\$150
Technology Designer I	\$120
Technology Designer II	\$130
Technology Designer III	\$150
Technology Designer IV	\$170
Technology Engineer I	\$140
Technology Engineer II	\$150
Technology Engineer III	\$170
Technology Engineer IV	\$190
Telecommunications Designer I	\$95
Telecommunications Designer II	\$105
Telecommunications Designer III	\$115
Telecommunications Designer IV	\$125
Telecommunications Engineer I	\$160
Telecommunications Field Designer I	\$115
Telecommunications Field Designer II	\$125
Telecommunications Field Designer III	\$135
Telecommunications Field Designer IV	\$145
Telecommunications Project Manager I	\$140

Job Type	Hourly Rate
Telecommunications Project Manager II	\$160
Telecommunications Project Manager III	\$180
Telecommunications Project Manager IV	\$200
Videographer	\$155
Visualization Specialist I	\$170
Visualization Specialist II	\$180
Visualization Specialist III	\$190
Visualization Specialist IV	\$200
Water/Wastewater Designer I	\$130
Water/Wastewater Designer II	\$140
Water/Wastewater Designer III	\$150
Water/Wastewater Designer IV	\$170
Water/Wastewater Engineer I	\$160
Water/Wastewater Engineer II	\$170
Water/Wastewater Engineer III	\$190
Water/Wastewater Engineer IV	\$220
Water/Wastewater Operator I	\$115
Water/Wastewater Operator II	\$120
Water/Wastewater Operator III	\$125
Water/Wastewater Operator IV	\$130
Water/Wastewater Project Manager I	\$140
Water/Wastewater Project Manager II	\$160
Water/Wastewater Project Manager III	\$180
Water/Wastewater Project Manager IV	\$200

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$80
Manhole Scanner	\$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$60
Photogrammetry Drone	\$150
Thermal Imaging Drone	\$193
LiDAR Drone**	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler**	Varies

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

**Project specific rates—call for pricing.

APPENDIX "B" Supplement

City of Fayetteville, AR
S. School Ave. (MLK to 15th)
ISG Project #32858
July 8, 2025

ISG

2025-2027 Rates with 2.7% Escalation Rate

Classification	2025 Rate	2025 % of Work	2026 Rate	2026 % of Work	2027 Rate	2027 % of Work	Base Rate
Civil Designer I	\$ 120.00	20%	\$ 123.24	60%	\$ 126.57	20%	\$ 123.26
Civil Designer II	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Civil Designer III	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Civil Designer IV	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Civil Engineer I	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Civil Engineer II	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Civil Engineer III	\$ 180.00	20%	\$ 184.86	60%	\$ 189.85	20%	\$ 184.89
Civil Engineer IV	\$ 200.00	20%	\$ 205.40	60%	\$ 210.95	20%	\$ 205.43
Electrical Designer I \$130	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Electrical Designer II \$140	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Electrical Designer III \$150	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Electrical Designer IV \$170	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Electrical Engineer I \$160	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Electrical Engineer II \$170	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Electrical Engineer III \$190	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Electrical Engineer IV \$220	\$ 220.00	20%	\$ 225.94	60%	\$ 232.04	20%	\$ 225.97
Environmental Scientist/Engineer I	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Environmental Scientist/Engineer II	\$ 145.00	20%	\$ 148.92	60%	\$ 152.94	20%	\$ 148.94
Environmental Scientist/Engineer III	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Environmental Scientist/Engineer IV	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Administrative I	\$ 80.00	20%	\$ 82.16	60%	\$ 84.38	20%	\$ 82.17
Administrative II	\$ 100.00	20%	\$ 102.70	60%	\$ 105.47	20%	\$ 102.71
Administrative III	\$ 120.00	20%	\$ 123.24	60%	\$ 126.57	20%	\$ 123.26
Administrative IV	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Geospatial Specialist I	\$ 105.00	20%	\$ 107.84	60%	\$ 110.75	20%	\$ 107.85
Geospatial Specialist II	\$ 120.00	20%	\$ 123.24	60%	\$ 126.57	20%	\$ 123.26
Geospatial Specialist III	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Geospatial Specialist IV	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
GIS Specialist I	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
GIS Specialist II	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
GIS Specialist III	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
GIS Specialist IV	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Land Surveyor I	\$ 120.00	20%	\$ 123.24	60%	\$ 126.57	20%	\$ 123.26
Land Surveyor II	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Land Surveyor III	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Land Surveyor IV	\$ 185.00	20%	\$ 190.00	60%	\$ 195.12	20%	\$ 190.02

Landscape Architect I	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Landscape Architect II	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Landscape Architect III	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Landscape Architect IV	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Landscape Designer I	\$ 120.00	20%	\$ 123.24	60%	\$ 126.57	20%	\$ 123.26
Landscape Designer II	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Landscape Designer III	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Landscape Designer IV	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Planner I	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Planner II	\$ 145.00	20%	\$ 148.92	60%	\$ 152.94	20%	\$ 148.94
Planner III	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Planner IV	\$ 180.00	20%	\$ 184.86	60%	\$ 189.85	20%	\$ 184.89
Project Manager I	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Project Manager II	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Project Manager III	\$ 180.00	20%	\$ 184.86	60%	\$ 189.85	20%	\$ 184.89
Project Manager IV	\$ 200.00	20%	\$ 205.40	60%	\$ 210.95	20%	\$ 205.43
Senior Civil Designer	\$ 180.00	20%	\$ 184.86	60%	\$ 189.85	20%	\$ 184.89
Senior Civil Engineer	\$ 235.00	20%	\$ 241.35	60%	\$ 247.86	20%	\$ 241.38
Senior Electrical Designer	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Senior Electrical Engineer	\$ 250.00	20%	\$ 256.75	60%	\$ 263.68	20%	\$ 256.79
Senior Environmental Scientist	\$ 215.00	20%	\$ 220.81	60%	\$ 226.77	20%	\$ 220.84
Senior Geospatial Specialist	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Senior GIS Specialist	\$ 205.00	20%	\$ 210.54	60%	\$ 216.22	20%	\$ 210.56
Senior Land Surveyor	\$ 205.00	20%	\$ 210.54	60%	\$ 216.22	20%	\$ 210.56
Senior Landscape Architect	\$ 215.00	20%	\$ 220.81	60%	\$ 226.77	20%	\$ 220.84
Senior Landscape Designer	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Senior Planner	\$ 210.00	20%	\$ 215.67	60%	\$ 221.49	20%	\$ 215.70
Senior Project Manager	\$ 230.00	20%	\$ 236.21	60%	\$ 242.59	20%	\$ 236.24
Senior Structural Designer	\$ 185.00	20%	\$ 190.00	60%	\$ 195.12	20%	\$ 190.02
Senior Structural Engineer	\$ 240.00	20%	\$ 246.48	60%	\$ 253.13	20%	\$ 246.51
Senior Visualization Specialist	\$ 220.00	20%	\$ 225.94	60%	\$ 232.04	20%	\$ 225.97
Senior Water/Wastewater Designer	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Senior Water/Wastewater Engineer	\$ 250.00	20%	\$ 256.75	60%	\$ 263.68	20%	\$ 256.79
Senior Water/Wastewater PM	\$ 240.00	20%	\$ 246.48	60%	\$ 253.13	20%	\$ 246.51
Structural Designer I	\$ 120.00	20%	\$ 123.24	60%	\$ 126.57	20%	\$ 123.26
Structural Designer II	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Structural Designer III	\$ 145.00	20%	\$ 148.92	60%	\$ 152.94	20%	\$ 148.94
Structural Designer IV	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Structural Engineer I	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Structural Engineer II	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Structural Engineer III	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Structural Engineer IV	\$ 210.00	20%	\$ 215.67	60%	\$ 221.49	20%	\$ 215.70
Technical Writer	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Senior Technical Writer	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61

Senior Graphic Designer	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Graphic Designer	\$ 110.00	20%	\$ 112.97	60%	\$ 116.02	20%	\$ 112.99
Visualization Specialist I	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Visualization Specialist II	\$ 180.00	20%	\$ 184.86	60%	\$ 189.85	20%	\$ 184.89
Visualization Specialist III	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Visualization Specialist IV	\$ 200.00	20%	\$ 205.40	60%	\$ 210.95	20%	\$ 205.43
Water/Wastewater Designer I	\$ 130.00	20%	\$ 133.51	60%	\$ 137.11	20%	\$ 133.53
Water/Wastewater Designer II	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Water/Wastewater Designer III	\$ 150.00	20%	\$ 154.05	60%	\$ 158.21	20%	\$ 154.07
Water/Wastewater Designer IV	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Water/Wastewater Engineer I	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Water/Wastewater Engineer II	\$ 170.00	20%	\$ 174.59	60%	\$ 179.30	20%	\$ 174.61
Water/Wastewater Engineer III	\$ 190.00	20%	\$ 195.13	60%	\$ 200.40	20%	\$ 195.16
Water/Wastewater Engineer IV	\$ 220.00	20%	\$ 225.94	60%	\$ 232.04	20%	\$ 225.97
Water/Wastewater Project Manager I	\$ 140.00	20%	\$ 143.78	60%	\$ 147.66	20%	\$ 143.80
Water/Wastewater Project Manager II	\$ 160.00	20%	\$ 164.32	60%	\$ 168.76	20%	\$ 164.34
Water/Wastewater Project Manager III	\$ 180.00	20%	\$ 184.86	60%	\$ 189.85	20%	\$ 184.89
Water/Wastewater Project Manager IV	\$ 200.00	20%	\$ 205.40	60%	\$ 210.95	20%	\$ 205.43

ISG

[illegible]

PUBLIC ENGAGEMENT															
Project Management	1	3								1					\$ 1,078.50
Prepare Materials		18		30						2	23				\$ 12,541.45
Coordinate Public Meetings	3	18		18											\$ 7,195.16
Public Engagement Log	2	6													\$ 1,715.33
Expenses															\$ 3,000.00
														TASK TOTAL	\$ 25,530.44
														SUBTOTAL	\$ 243,355.60
PUBLIC UTILITIES															
Survey/Esmt Exhibits												10	25	36	\$ 9,881.14
Project Management	8	20													\$ 6,039.62
Conceptual Design	6	20		75			90								\$ 29,129.85
														TASK TOTAL	\$ 45,050.61
														GRAND TOTAL	\$ 288,406.21



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

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

FROM: Kenneth Patterson, Federal Aid Project Manager

SUBJECT: **SS4A E Joyce Blvd - Design Agreement with Kimley-Horn & Associates, Inc.**

RECOMMENDATION:

Staff recommends approval of the agreement with Kimley-Horn in the amount of \$287,000 for study and conceptual design phase services for the E. Joyce Blvd. (71B to Crossover Rd.), a Safe Streets and Roads for All project and approval of a budget adjustment, pursuant to RFQ 25-01, Selection #10.

BACKGROUND:

E. Joyce Blvd serves as the primary east/west connection between Highway 265 (Crossover Rd.) and Highway 71B in north Fayetteville. This 1.6-mile corridor is an Ozark Regional Transit Route and is heavily developed with mixed land uses, including apartment complexes, single-family homes, restaurants, banks, schools, offices, parks and senior housing. E. Joyce Blvd has been identified on Fayetteville's High Injury Network (HIN) map with 667 total crashes, including eight crashes that resulted in fatalities or serious injuries from 2017 to 2021. Key needs for this stretch of E. Joyce Blvd. are reductions in overall operating speeds and improvements in access management to reduce the frequency and severity of crashes. Priority needs that will be incorporated into the design will include, but not limited to, the addition of medians and other traffic control infrastructure (i.e., roundabouts, crosswalks, protected intersections, street lighting, dedicated turn lanes, and Leading Pedestrian Intervals at all signalized crossings).

On December 4, 2024, Resolution 301-24 was approved to accept federal aid funding in the amount of \$25,000,000 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All (SS4A) Program. This funding supports five construction projects with a focus on safety, and this project is among them.

On May 5, 2025, a selection committee composed of City of Fayetteville staff and Council member Mike Wiederkehr selected Kimley-Horn and Associates, Inc. for design phase services for safety improvements to E. Joyce Blvd, pursuant to RFQ 25-01, Selection #10.

DISCUSSION:

The scope of services includes traffic study, sidewalk and pavement condition assessment, lighting study, intersection evaluation, corridor safety study, and conceptual design on E. Joyce Blvd. from 71B to Crossover Rd. Specific types of improvements to be studied and potentially part of the completed design include enhancements to pedestrian and bicycle infrastructure, landscaping, signalization, utility relocations, and access control improvements. The fee for this phase of work is \$287,000. This phase of work will identify the safety measures to be implemented in the corridor. A subsequent contract will be negotiated for detailed

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

design of the safety improvements.

BUDGET/STAFF IMPACT:

The City has been awarded federal funding for this project through the Safe Streets and Roads for All (SS4A) Grant, as approved by Resolution 301-24. Matching funds for the SS4A grant funds will come from the 2019 Bond Program. The funding breakdown for the contract amount is as follows:

Account #	Project #	Amount
2235.900.9224-5860.02	32401.9224	\$214,179.12
4702.860.7235-5860.02	46020.7235.9224	\$72,820.88
TOTAL		\$287,000.00

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Agreement

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1224

A RESOLUTION TO AUTHORIZE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR STUDY AND DESIGN PHASE SERVICES FOR THE EAST JOYCE BOULEVARD SAFE STREETS FOR ALL PROJECT IN THE AMOUNT OF \$287,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, East Joyce Boulevard serves as the primary east/west connection between Crossover Road and Highway 71B, which is heavily developed with mixed land uses and has been identified as part of Fayetteville's High Injury Network; and

WHEREAS, on December 4, 2024, City Council approved Resolution 301-24 to accept federal aid funding in the amount of \$25,000,000.00 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All Program to fund safety improvements to important corridors; and

WHEREAS, key needs for this stretch of East Joyce Boulevard are reductions in overall operating speeds and improvements in access management to reduce the frequency and severity of crashes, and priority needs that will be incorporated into the design will include, but not limited to, the addition of medians and other traffic control infrastructure; and

WHEREAS, the scope of services for this phase of the project includes traffic study, sidewalk and pavement condition assessment, lighting study, intersection evaluation, corridor safety study, and conceptual design for improvements to a segment of East Joyce Boulevard from Highway 71B to Crossover Road.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a professional engineering services agreement with Kimley-Horn and Associates, Inc. for study and design phase services for the East Joyce Boulevard Safe Streets and Roads for All Project in the amount of \$287,000.00 pursuant to RFQ 25-01, Selection 10.

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

2025-1224

Item ID

8/5/2025

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

Kenneth Patterson

7/15/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the agreement with Kimley-Horn & Associates, Inc in the amount of \$287,000 for design phase services for the E. Joyce Blvd. (71B to Crossover Rd), a Safe Streets and Roads for All project, and approval of a budget adjustment. This will be split between the Safe Streets & Roads Grant (\$214,179.12), the Street Bond funds (\$72,820.88).

Budget Impact:

2235.900.9224-5860.02
4702.860.7235-5860.02

Safe Streets and Roads Grant
Streets Projects 2022 Bonds

Account Number

Fund

32401.9224
46020.7235.9224

Safe Streets & Roads Grant - Joyce Blvd
Street Bond Projects - SS4A - Joyce Blvd

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 28,629,100.00

Expenses (Actual+Encum)

\$ 10,053,920.20

Available Budget

\$ 18,575,179.80

Does item have a direct cost? Yes

Item Cost

\$ 287,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 18,288,179.80

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 301-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2025	Division /Org2 ENGINEERING (621) Requestor: Kenneth Patterson	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of the agreement with Kimley-Horn & Associates, Inc in the amount of \$287,000 for design phase services for the E. Joyce Blvd. (71B to Crossover Rd), a Safe Streets and Roads for All project, and approval of a budget adjustment. This will be split between the Safe Streets & Roads Grant (\$214,179.12), the Street Bond funds (\$72,820.88).

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/5/2025
	ITEM ID#:	2025-1224
	<i>Holly Black</i>	
	<i>7/16/2025 8:23 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL		-					v.2025617
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
2235.900.9220-5899.00	(214,180)	-	32401	9220	EX	Unallocated - Budget	
2235.900.9224-5860.02	214,180	-	32401	9224	EX	Capital Prof Svcs - Engineering/Architectu	
2235.900.9220-4309.00	-	(214,180)	32401	9220	RE	Federal Grants - Capital	
2235.900.9224-4309.00	-	214,180	32401	9224	RE	Federal Grants - Capital	
4702.860.7999-5899.00	(72,821)	-	46020	7999	EX	Unallocated - Budget	
4702.860.7235-5860.02	72,821	-	46020	7235.9224	EX	Capital Prof Svcs - Engineering/Architectu	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
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	-	-					
	-	-					
	-	-					
	-	-					
	-	-					

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
Kimley-Horn and Associates, Inc.

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

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

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments related to the E JOYCE BLVD (SS4A) project (hereinafter called PROJECT) to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform his services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon on an Hourly Rate Schedule per employee classification and detailed Justification of Costs and Fees as described in **Appendix B**.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER'S normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project.

Applications for payment shall be made in accordance with a format to be developed by ENGINEER and as approved by CITY OF FAYETTEVILLE. Applications for payment shall

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

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.
- 6.2 Professional Responsibility
- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.
- 6.3 Cost Opinions and Projections
- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.
- 6.4 Changes
- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.
- 6.5 Termination
- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

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

6.13 Notices

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

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

ENGINEER's address:
805 South Walton Boulevard
Suite 520
Bentonville, AR 72712

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor

ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE to the extent caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of

execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Molly Rawn

By: Scott R. Arnold, P.E.
Vice President, Scott R Arnold

ATTEST:
By: _____
City Clerk

By: Luke A. Schmidt
Vice President, Luke A. Schmidt

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A

Scope for Transportation Planning and Engineering Services for Joyce Boulevard SS4A Implementation Project – Phase 1

The scope set forth herein defines the work to be performed by Kimely-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) in completing phase 1 of the project. Both the City of Fayetteville (“Client”) and Consultant have attempted to clearly define the work to be performed and address the needs of this phase of the overall project.

Project Understanding

The overview of this project is to determine proper and effective safety countermeasures to incorporate into design improvements via the completion of various planning level assessments. The recommendations will include safety countermeasures to be incorporated along the Joyce Boulevard corridor from 71B to Crossover Road. This will also be utilized in preparation for the phase 2 contract which shall include engineering design services.

Assumptions

Kimley-Horn’s scope and fee are based on the following assumptions:

- a. All services outlined below are to be performed by Kimley-Horn except for the traffic count data collection services.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services set forth below.

Task 1: Project Administration

A. Project Management

- a. The Consultant will maintain project records, budgets, and communications for the duration of the project. The Consultant anticipates bi-weekly calls and monthly progress reports via e-mail between the Consultant’s Project Manager and the Client staff to review the status of tasks and to keep the schedule current.
- b. A project kickoff meeting will be conducted via conference call between the Consultant team and Client based on tasks that are authorized by the Client. This meeting will be facilitated by the Consultant Project Manager to discuss the following:
 - i. Preliminary schedule;
 - ii. Goals and objectives;
 - iii. Request for information (RFI), which could consist of:
 - 1. Existing roadway / structures as-built plans, Client provided;
 - 2. Roadway functional classification(s), Client provided;
 - 3. FEMA floodplain maps (if applicable);
 - 4. Existing Right-of-Way information;
 - 5. Ownership mapping;

6. Existing bicycle facilities from Client in GIS format, if applicable;
 7. Sidewalk inventory to be completed under Task 4: Pavement and Sidewalk Conditions Assessment;
 8. Existing and proposed transit ridership data, current transit service, and facility planning data, to include any revised service plans, if applicable;
 9. Most current transportation plans from Client to include committed improved and travel forecasts;
 10. Most recent digital aerial orthophotography of the project study area from Client, if available;
 11. Pertinent data on existing and planned major utilities; and
 12. Vehicle crash data and analysis from the Client in GIS format.
- iv. Data collection; and
 - v. Other coordination items.

B. Team Management

- a. Lead, manage, and direct team activities including subconsultants (as needed)
- b. Provide Quality Control / Quality Assurance (QC/QA) practices as part of the performance of the work.
- c. Communicate internally among team members.
- d. Task and allocate team resources.

C. Communications and Reporting

- a. Prepare and submit monthly invoices in the format requested by the Client.
- b. Prepare and submit monthly project status updates.
- c. Prepare and submit baseline project schedule initially, and project schedule updates monthly.

D. Status Meetings

- a. Attend up to 16 bi-weekly progress meetings with the Client to review progress, provide updates, and receive feedback on the work. A tentative schedule will be provided as an attachment based on an agreed upon scope of services.
- b. Progress meetings will be held internally as needed throughout the length of the project to coordinate production, key decisions, sub-consultant coordination, and project analysis / design. Also, the Consultant will prepare contracts for any sub-consultant(s), monitor sub-consultant staff activities, ensure sub-consultant(s) adhere to the project schedule, and review and recommend approval of sub-consultant invoices.
- c. Schedule, provide logistics, conduct, and prepare meeting summaries for progress meetings. Consultant will provide materials needing review up to three (3) business days ahead of time for the Client to review.

E. Deliverables

- a. Meeting summaries with action items.
- b. Baseline project schedule.
- c. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes.
- d. Monthly project status reports.
- e. Monthly project invoices.

Task 2: Traffic Study

A. *Data Collection.* The Consultant will collect the following information:

- a. 6-hour weekday turning movement counts at the following intersections (including bicycle/pedestrians) from 7AM – 9AM (AM peak hour) and 3PM – 7PM (PM peak hour):
 - i. *Joyce Blvd at 71B (College Avenue)*
 - ii. *Joyce Blvd at North Vantage Drive*
 - iii. *Joyce Blvd at Parkview Drive*
 - iv. *Joyce Blvd at Old Missouri Road*
 - v. *Joyce Blvd at North Crossover Road (bicycle and pedestrian only)*
- b. Weekday turning movement counts at up to ten (10) locations agreed upon with the Client. Counts shall be collected during the AM peak hour (7AM – 9AM) and PM peak hour (3PM – 7PM).
- c. Up to three (3) 24-hour speed and vehicular counts along Joyce Boulevard at agreed upon locations with the Client.
- d. During one (1) peak hour, the Consultant will perform field observations along the study corridor to determine existing lane use and traffic control, posted speed limits, and geometric features.
- e. The Consultant will review existing available crash data, review areas with increased crash experience, and further review high severity crashes / locations.
- f. Based on the data collection, an existing volume, crash, and observations exhibit will be created for the study area noting the findings.

- B. *Trip Generation, Distribution, and Assignment.* Traffic volumes and trip generation, distribution, and assignment for the corridor will be analyzed using collected traffic data as well as projected traffic data for the short-range horizon (2030) and long-range horizon (2045). The traffic growth rate from year 2025 to 2045 will be determined based on a review of the Client's historic counts and the Arkansas Department of Transportation Average Daily Traffic Maps. A traffic growth rate will be provided by the Consultant to the Client for review prior to the Consultant proceeding with the capacity analysis.

- C. *Intersection Capacity Analysis.* Intersection capacity analysis for the AM and PM peak periods will be performed for the study intersections:
 - a. Joyce Boulevard at Highway 71B (College Avenue)
 - b. Joyce Boulevard at North Vantage Drive
 - c. Joyce Boulevard at Parkview Drive
 - d. Joyce Boulevard at Old Missouri Road
 - e. Joyce Boulevard at North Crossover Road (AR-265)
- D. *Thoroughfare Capacity Analysis.* Kimley-Horn will conduct a thoroughfare capacity analysis based on the conceptual alternative for Joyce Boulevard as outlined in Task 6: Corridor Study.
- E. *Turn Lane Assessment.* Kimley-Horn will evaluate the need and length for turn lanes at all study intersections.
- F. *Sight Distance Analysis.* Intersection sight distance at each study intersection will be reviewed based on field observations. A photolog will be included in the documentation.
- G. *Traffic Mitigation.* If the results of the analysis indicate that improvements are necessary from a capacity and/or safety standpoint, the Consultant will identify the types of improvements recommended to improve vehicle and pedestrian safety along the corridor.
- H. *Review Existing Traffic Signal Controller Settings and Coordination.* Existing traffic signal operations will be reviewed and any recommendations to optimize traffic capacity and overall safety will be provided, and may include clearance intervals, coordinated speeds, leading pedestrian interval (LPI), and sufficient clearance intervals for pedestrian phases.
- I. *Document Study Results and Project Coordination.* An electronic (PDF) draft report that documents the study methodology, traffic volumes, analysis results, and recommendations for ingress/egress improvements (if necessary) will be prepared and submitted to the Client for review and comment. Kimley-Horn will incorporate one round of internal review comments and submit an electronic sealed report to the City for review. If necessary, Kimley-Horn will respond to one (1) round of comments from the City and submit the final revised report.

Task 3: Lighting Study

- A. The Consultant will perform a field evaluation to confirm existing street light locations and configurations. The Consultant will confirm with the Client on the street light fixture type(s).
- B. The Consultant will prepare a photometric analysis model for the corridor and signalized intersections within the project limits in accordance with City requirements. The photometric analysis will involve modeling existing and proposed fixtures to meet the roadway illumination level requirements. The Consultant assumes the light fixtures are to be selected by the City. A photometric exhibit and one sheet for fixture cut sheets will be provided.

- C. The Consultant will prepare a technical memorandum that documents key findings from the field evaluation, summarizes the photometric analysis, and provides recommendations for proposed street light locations as an effective safety countermeasure.

D. Deliverables

- a. Draft Technical Memorandum with Photometric Analysis Exhibit

The Consultant will address up to one (1) round of reasonable comments.

- b. Final Technical Memorandum with Photometric Analysis Exhibit

Task 4: Pavement and Sidewalk Conditions Assessment

- A. *Pavement Conditions Assessment.* The Consultant will perform a visual inspection of the corridor pavement along Joyce Boulevard. Significant pavement deterioration (cracks, potholes, depressions, swelling, etc.) will be evaluated and pavement rehabilitation options may be provided, if necessary. A geotechnical investigation will not be performed under this task. A technical memorandum and an opinion of probable construction cost will be prepared and submitted to the Client. The Consultant will address up to one (1) round of reasonable comments.
- B. *Sidewalk Conditions Assessment.* The Consultant will perform a visual inspection of all sidewalk and pedestrian ramp conditions within the Right-of-Way. Existing curb ramp slopes, locations and geometry will be evaluated for ADA compliance and overall pedestrian safety. Existing driveways and intersection crosswalk pavement will also be evaluated for ADA compliance. A technical memorandum and an opinion of probable construction cost will be prepared and submitted to the client. The Consultant will address up to one (1) round of reasonable comments.

Task 5: Intersection Control Evaluation

One (1) Intersection Control Evaluation (ICE) report in total will be prepared for the project corridor. This will consist of a Stage 1 evaluation for the following intersections along the corridor. The Stage 1 evaluation will identify three (3) intersections to further analyze in Stage 2.

- Joyce Boulevard at Highway 71B (College Avenue)
- Joyce Boulevard at North Vantage Drive
- Joyce Boulevard at Parkview Drive
- Joyce Boulevard at Old Missouri Road
- Joyce Boulevard North Crossover Road (AR-265) (Pedestrian / Bicyclists Only)

Stage 1 establishes a list of viable intersection configurations for the study location by applying engineering judgement and conducting limited analysis. The ICE Report Stage 1 task shall consist of the following per intersection:

- A. The Consultant will determine the feasibility of potential intersection control methods at the study intersections listed above.
- B. Collect crash history data and perform a safety review.

- C. Using traffic data collected in Task 2: Traffic Study, analyze existing and projected traffic volumes for preliminary operational analysis using FHWA's CAP-X tool.
- D. Conclude and identify three (3) intersections to further analyze in Stage 2.

Stage 2 is where most analysis activities occur, ranging from quantitative analyses of traffic operations and safety performance measures to qualitative analyses of performance measures focused on community values. The ICE Report Stage 2 task shall consist of the following per intersection:

- E. Prepare an operational analysis for the existing intersection lane configuration, and the alternative intersection control methods identified in Stage 1 of the ICE process using collected data from Task 2: Traffic Study as well as projected traffic data for the short-range horizon (2030) and long-range horizon (2045).
 - a. Stop-controlled and signalized intersections will be analyzed using Synchro 12, employing Highway Capacity Manual (HCM) methodologies and HCM 6th Edition LOS thresholds. The proposed cycle length will be determined by the Consultant for each peak period analyzed (AM and PM peak). A proposed roundabout will be analyzed in Junctions 11/Arcady software or SIDRA 9.1 using the US HCM 7th Edition roundabout capacity equations and parameters.
- F. Prepare CAD sketches of the existing and proposed alternatives to create plan view exhibits to display the existing conditions and the proposed improvements within and directly adjacent to the intersection. Conceptual-level sketches of the proposed conditions will be created to represent the anticipated lane configurations and geometries for each intersection control method studied in Stage 2 of the ICE process.
 - a. As part of the roundabout sketch, the following performance checks will be performed and provided to the client in CAD format:
 - i. Fastest Path
 - ii. Truck Paths
 - iii. Sight Distance Envelopes
- G. Prepare a collision prediction model for the proposed intersection control methods using industry accepted prediction models to account for costs related to crashes (economic costs) for a 20-year life cycle. FHWA's Safety Performance for Intersection Control Evaluation (SPICE) tool will be sourced for crash prediction modeling of the proposed traffic signal and the proposed roundabout.
- H. Prepare opinion of probable construction costs (OPCCs) for each proposed alternative intersection control. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- I. Prepare a predicted 20-year maintenance cost for the intersection control alternatives to compare life cycle costs.

- J. Compile the Intersection Control Evaluation Report incorporating the various analyses and results. The ICE Report will consist of the engineer's recommended intersection control alternative based on a review of the quantitative and qualitative analysis results.
- K. **Deliverables.** The Consultant deliverables will consist of electronic CAD (.dwg) and PDF files shared between the Consultant and the Client.
 - a. A draft ICE Report will be provided by the Consultant to the Client for initial review and comments. The ICE Report will include Appendices that contain the data collection documents, operational analyses, roundabout design criteria and assumptions, crash prediction model calculations, and OPCC pay items and unit prices.
 - b. Synchro, SIDRA, and/or ARCADY Output
 - c. CAD files that contain the roundabout performance checks
 - d. 11"x17" exhibits for each of the intersection control options analyzed.

Task 6: Corridor Study

- A. Data Collection and Analysis of Existing Conditions
 - a. *Reconnaissance.* It is assumed this will be completed under Task 1: Project Administration.
 - b. *Traffic Data Collection.* It is assumed this will be completed under Task 2: Traffic Study.
 - c. *Prepare Mapping of Collected Data.* The Consultant, in coordination with the Client, will identify and quantify influences and safety concerns based on current conditions. This determination will serve to identify key issues throughout the project study area.
- B. Develop Alternatives
 - a. *Team Strategy Meeting.* The Consultant team to regroup to review work performed to date, ongoing coordination, critical assumptions going forward, and update the project schedule.
 - b. *Develop Corridor Concept.* Using the collected data and existing conditions analysis, the Consultant will develop intersection / corridor opportunities consistent with the existing / future traffic projections, geometric constraints, and goals / objectives of the Client. The purpose of the alternative is to enhance multi-modal safety via the implementation of various FHWA safety countermeasures. The Consultant will also prepare planning level opinions of probable construction costs for the alternative.
- C. Conceptual Analysis. The Consultant will identify and define reasonable short and intermediate-term improvements within the project study area. The proposed improvements will be informed by planned local and regional transportation improvements, projected population changes, future land uses, and travel demands. The Consultant will prepare an initial list of improvements to develop a corridor concept. Possible improvement recommendations may consist of:

- a. Installation of new traffic signals;
- b. Traffic signal modifications (including removals);
- c. Incorporation of Street Light recommendations covered under Task 3: Lighting Study.
- d. Incorporation of Intersection Control Evaluation recommendations covered under Task 5: Intersection Control Evaluation.
- e. Median construction or opening modifications;
- f. Access control modifications;
- g. Multi-modal improvements and / or modifications;
- h. Intelligent Transportation System (ITS) improvements; and
- i. Regulatory changes and / or proposals.

The recommended improvements will receive feedback from the Client and Public / Stakeholders to finalize the short and intermediate-term improvements. The Consultant may also utilize previous mobility data, evaluations, traffic signal warrant studies, traffic impact studies, and access management studies, so long as they are less than three (3) years of age. The Consultant will evaluate the identified improvements based on the project study area goals and objectives developed in the previous task. The improvements that do not suitably address the goals and objectives will be eliminated from further consideration.

- a. *Develop Measures of Effectiveness (MOE).* The Consultant, in cooperation with the Client, will confirm the study goals and objectives based on the existing conditions and corridor enhancement needs. Goals will include identifying short-term and long-term transportation improvements, access management, parking accommodations, land use, and physical characteristics. The defined goals will be used to develop the Measures of Effectiveness (MOE).
- b. *Determine Utility Conflicts.* The Consultant will use Client provided record drawings to review existing corridor utilities and potential impacts of the proposed corridor improvements related to existing utilities. These conflicts will be summarized/noted in the study findings.
- c. *Determine Right-of-Way Needs.* The Consultant will use Client provided record drawings and available property/parcel information to review the existing corridor Right-of-Way and potential impacts of the proposed corridor improvements related to Right-of-Way. Anticipated Right-of-Way needs will be summarized/notes in the study findings.
- d. *Evaluate for MOEs.* The Consultant will review relevant City Ordinances and State Statutes regarding planning and/or land development which may impact the study area.

The Consultant will identify and summarize existing or proposed planning/development related ordinances, rules, or practices of the political entities in the project study area

with respect to roadway configuration, driveway access, parking, sidewalk construction/maintenance, and other non-motorized transportation facilities. This summary should be compared to current best practices and City of Fayetteville rules, guidelines, and standards – noting inconsistencies, conflicts, or omissions.

- e. *Team Strategy Meeting.* The Consultant team to regroup to review work performed to date, ongoing coordination, critical assumptions going forward, and update the project schedule.

D. Conceptual Design Report Submittal

- a. *Evaluate Potential for Environmental Impacts.* The Consultant will list possible impacts of the proposed corridor improvement concept to existing blue line streams or floodplains in the design report.
- b. *Determine Sequence of Construction.* With input from the Client, the Consultant will provide initial considerations for a possible phasing of the proposed improvements and short / long term priorities.
- c. *Prepare Preliminary Cost Estimates.* The Consultant will develop and refine a planning level opinion of probable construction cost based for each of the corridor improvement concepts.
- d. *Complete Draft Report.* The Consultant will prepare and deliver both draft and final printed reports reflecting the recommended improvement concepts and enhancements. The reports should include a summary of recommended projects along with project descriptions, costs, benefits, and potential funding sources for each of the political entities. The list of recommended projects should be prioritized in cooperation with the Client and the Steering Committee. The reports should also include a summary of recommended long-term access management action strategies and projects (if applicable) for each of the political entities in the corridor.
- e. *Team Strategy Meeting.* The Consultant team to regroup to review work performed to date, ongoing coordination, critical assumptions going forward, and update the project schedule.
- f. *Stakeholders Meeting (1st Project Meeting).* The Consultant will attend and facilitate the public meeting. The Consultant will be responsible for the following tasks:
 - i. Content development and production of meeting handouts and agendas;
 - ii. Prepare / submit meeting summaries within seven (7) business days of the meeting;
 - iii. Conceptualize, develop, and deliver appropriate agendas, exhibits, and / or displays needed for meetings requiring handouts / materials;
 - iv. Development of all meeting summaries, questionnaires, name tags, sign-in sheets, and comment forms;
 - v. Work with the Client to determine mutually agreed upon location for the Public Meetings; and
 - vi. Debrief the Client on the outcome of the Public Meetings.

The Client will be responsible for the following:

- vii. Provide it's own personnel to staff Public Meeting;
 - viii. Manage publicity and site logistics for the Public Meeting;
 - ix. Print and mail Consultant developed announcements to the General Public and / or Business Owners along the corridor (if required);
 - x. Determine mutually agreed upon location of the Public Meeting;
 - xi. Create and send invitations for Public Meetings; and
 - xii. Create notices to post on Client website, news media outlets, etc.
- g. *Team Strategy Meeting.* The Consultant team to regroup to review work performed to date, ongoing coordination, critical assumptions going forward, and update the project schedule.
- h. *Develop Preliminary Footprint.* The Consultant will develop a corridor improvement concept to define the planning level extents of the proposed corridor improvements.
- i. *Revise Draft Report to Incorporate Stakeholder Comments.* The Consultant will revise the initial report to incorporate one (1) round of reasonable comments to incorporate Public / Stakeholder comments.
- j. *Meeting with Property Owners (2nd Project Meeting).* The Consultant will attend and facilitate the property owner's meeting. The Consultant will be responsible for the following tasks:
 - i. Content development and production of meeting handouts and agendas;
 - ii. Prepare / submit meeting summaries within seven (7) business days of the meeting;
 - iii. Conceptualize, develop, and deliver appropriate agendas, exhibits, and / or displays needed for meetings requiring handouts / materials;
 - iv. Development of all meeting summaries, questionnaires, name tags, sign-in sheets, and comment forms;
 - v. Work with the Client to determine mutually agreed upon location for the Public Meetings; and
 - vi. Debrief the Client on the outcome of the Public Meetings.

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 - ix. Print and mail Consultant developed announcements to the General Public and / or Business Owners along the corridor (if required);
 - x. Determine mutually agreed upon location of the Public Meeting;
 - xi. Create and send invitations for Public Meetings; and
 - xii. Create notices to post on Client website, news media outlets, etc.
- k. *Print Final Report.* The Consultant will finalize the report and submit a digital copy, and up to ten (10) hard copies to the Client, as requested.
- l. *Presentation to Transportation Committee.* The Consultant will present the final report and recommendations to the City Council Transportation Committee.

Task 7: SMARTS

Kimley-Horn's project and program management solution, SMARTS™, is a dynamic web-based platform to assist the Client's with input, organization, and project tracking / program information to give team members and contractors a single source of up-to-date information. This platform shall be used for up to five (5) project sites as part of the Fayetteville SS4A Implementation Program under a one-time fee.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- a. Negotiation of easements or property acquisition.
- b. Services related to development of the Client's project financing and/or budget.
- c. Engineering design services not outlined in the scope of services.
- d. Topographic survey.
- e. Subsurface utility engineering.
- f. Bidding and Construction Phase Services.
- g. Performance of miscellaneous and supplemental services related to the project requested by the Client.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

A. Project Administration

- a. *Existing roadway / structures as-built plans.*
- b. *Roadway functional classification(s).*
- c. *FEMA floodplain maps (if applicable).*
- d. *Existing Right-of-Way information.*
- e. *Ownership mapping.*
- f. *Existing bicycle facilities in GIS format, if applicable.*
- g. *Existing and proposed transit ridership data, current transit service, and facility planning data, to include any revised service plans, if applicable;*
- h. *Most current transportation plans that include improved and travel forecasts.*
- i. *Most recent digital aerial orthophotography of the project study area, if available.*
- j. *Pertinent data on existing and planned major utilities.*
- k. *Vehicle crash data and analysis in GIS format (preferred).*

B. Traffic Study

- a. *Traffic signal timing operation information.*
- b. *Any crash reporting information from the previous five (5) years.*

C. Lighting Study

- a. *Street light fixture types along the corridor and at signalized intersections.*
- b. *Street light level requirements (if any).*
- c. *Street light pole assembly information (pole, luminaire arm, fixture, etc.).*

D. Pavement and Sidewalk Conditions Assessment

- a. *Record drawings along the corridor.*
- b. *Pavement maintenance record information.*

E. Intersection Control Evaluation

- a. *None*

F. Corridor Study

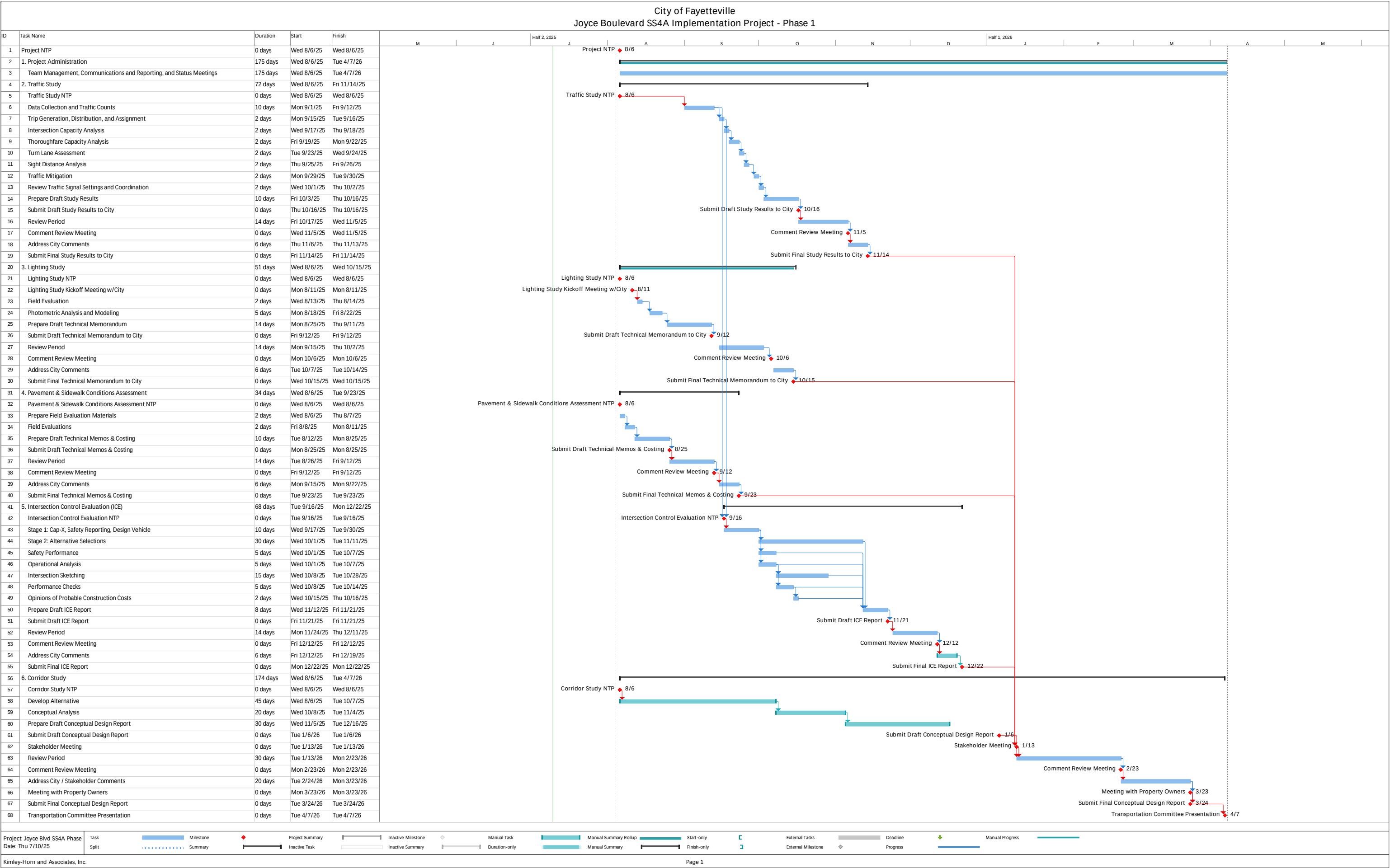
- a. *None.*

G. SMARTS

- a. *Goals/preferences for project site creation based on project demonstration meeting.*

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule as shown in this Appendix.



ATTACHMENT B COMPENSATION

Transportation Planning and Engineering Services for Joyce Boulevard SS4A Implementation Project – Phase 1

Time and Materials with Rate Schedule

I. Compensation

- A. The Consultant shall be compensated in an amount not to exceed \$287,000 for personnel time, non-labor expenses, and subcontract expenses in performing services enumerated in **Appendix A** as follows:

- i. **Personnel Time.** Personnel time shall be compensated based upon hours worked directly in performing the project multiplied by the appropriate Labor Category Rate for the Consultant's team member performing the work.

Labor Category Rate as presented in the rate schedule table below is the rate for each labor category performing the work and includes all direct salaries, overhead, and profit.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

**** Effective through June 30, 2026**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

- ii. **Non-Labor Expenses.** Non-labor expenses shall be reimbursed as Direct Expenses at invoice or internal office cost.

- (1) Direct Expenses (non-labor) include, but are not limited to, mileage, travel and lodging expenses, mail, supplies, printing and reproduction services, other direct expenses associated with delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

- iii. **Subcontract Expenses.** Subcontract expenses and outside services shall be reimbursed at cost to Consultant plus a markup of ten percent (10%).
- iv. **Budgets.** Consultant will make reasonable efforts to complete the work within the budget and will keep the Client informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

Consultant is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Client obligated to pay the Consultant beyond these limits.

If the Consultant projects, in the course of providing the necessary services, that the project cost presented in this Agreement will be exceeded, whether by change in scope of the project, increased costs or other conditions, the Consultant shall immediately report such fact to the Client and, if so instructed by the Client, shall suspend all work hereunder.

When any budget has been increased, the Consultant's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

- B. The Consultant shall be paid monthly payments as described in Section II - Method of Payment.

II. Method of Payment

- A. The Consultant shall be paid by the Client based upon an invoice created on the basis of statements prepared from the books and records of account of the Consultant, based on the actual hours and costs expended by the Consultant in performing the work.
- B. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the ENGINEER.
- C. Consultant shall prepare and submit invoices in the format and including content as agreed upon with the Client.
- D. Payment of invoices will be subject to certification by the Client that such work has been performed.

III. Progress Reports

- A. The Consultant shall prepare and submit to the designated representative monthly progress reports and schedules in the format required by the City.

IV. Summary of Total Project Fees

Task Number & Name		Hours	Labor	Expenses	Subtotal
1	Project Administration	105	\$21,200		\$ 21,200
2A	Traffic Study	101	\$23,300		\$ 23,300
2B	Traffic Count Data Collection	10	\$1,800		\$ 20,200
	Subconsultant: The Traffic Group			\$18,400	
3	Lighting Study	122	\$22,400	\$200	\$ 22,600
4	Pavement and Sidewalk Conditions Assessment	140	\$28,400	\$300	\$ 28,700
5	Intersection Control Evaluation	385	\$68,000	\$200	\$ 68,200
6A	Corridor Study (Excluding Public Engagement)	345	\$60,500		\$ 60,500
6B	Public Engagement	197	\$37,300		\$ 37,300
7	SMARTS			\$5,000	\$ 5,000
Total:					\$ 287,000

See following section for task / hour fee breakdown. The labor categories are as follows:

Labor Categories

P7 – Senior Professional II

P6 – Senior Professional I

P5 – Senior Professional I (Senior Engineer)

P4 – Professional (Project Engineer)

P3 – Professional (Design Engineer)

P2 – Analyst (EIT II)

P1 – Analyst (EIT I)

N5 – Support Staff

B3 – Support Staff

V. Task / Hour Fee Breakdown

A. Task 1 – Project Management

Task Description		P7	P6	P5	P4	P3	P2	P1	N5	Subtotal
1.1	RFI and Data Sourcing		1	5	2		8			16
1.2	Team Management (4 hours/month for 8 months)			32						32
1.3	Communications and Reporting									
	Invoicing / Progress Reports			5		10			10	25
	Project Schedule and Monthly Updates			4		8				12
1.4	Status Meetings (16 bi-weekly meetings total)			20						20
Subtotal:			1	66	2	18	8		10	105
Task 1 Labor Subtotal:										\$ 21,200
Task 1 Expense Subtotal:										\$ 0
Task 1 Fee Total:										\$ 21,200

B. Task 2 – Traffic Study

Task Description		P7	P6	P5	P4	P3	P2	P1	N5	Subtotal
Task 2A – Traffic Study										
2A.1	Trip Generation, Distribution, and Assignment			8						8
2A.2	Intersection Capacity Analysis			8						8
2A.3	Thoroughfare Capacity Analysis			8						8
2A.4	Turn Lane Assessment			8						8
2A.5	Sight Distance Analysis			8						8
	Field Evaluation			4		4				8
2A.6	Traffic Mitigation			4						4
2A.7	Review Traffic Signal Settings and Coordination			16						16
2A.8	Prepare Draft Study Results			14						14
	Internal QC / QA		5							5
2A.9	Comment Review Meeting with City			1	1					2
2A.10	Address City Comments and Submit Final Study Results			10						10
	Internal QC / QA		2							2
Task 2A Subtotal:			7	89	1	4				101
Task 2B – Traffic Count Data Collection										
2B.1	Traffic Count Coordination			2		4				
2B.2	Crash Data / Trends / Analysis					4				
Task 2B Subtotal:				2		8				10
Task 2 Subtotal:			7	91	1	12				111
Task 2A Labor Subtotal:										\$ 23,300
Task 2A Expense Subtotal										\$ 0
Task 2A Fee Total:										\$ 23,300
Task 2B Labor Subtotal:										\$ 1,800
Task 2B Expense Subtotal:										\$ 25
Task 2B Subconsultant (The Traffic Group):										\$ 18,375
Task 2B Fee Total:										\$ 20,200

C. Task 3 – Lighting Study

Task Description		P7	P6	P5	P4	P3	P2	P1	N5	Subtotal
3.1	Lighting Study Kickoff Meeting			1		1				2
3.2	Field Evaluation			10		10				20
3.3	Photometric Analysis and Modeling						40			40
3.4	Prepare Draft Technical Memorandum			15		25				40
	Internal QC / QA	4								4
3.5	Comment Review Meeting with City			1		1				2
3.6	Address City Comments and Submit Final Lighting Study			2		5	5			12
	Internal QC / QA	2								2
Subtotal:		6		29		42	45			122
Task 3 Labor Subtotal:										\$ 22,400
Task 3 Expense Subtotal:										\$ 200
Task 3 Fee Total:										\$ 22,600

D. Task 4 – Pavement and Sidewalk Conditions Assessment

Task Description	P7	P6	P5	P4	P3	P2	P1	N5	Subtotal
4.1 Prepare Aerial Exhibits						8			8
4.2 Field Evaluation			20		20				40
4.3 Prepare Draft Technical Memorandum and Costing		8	15		30				53
Internal QC / QA		6							6
4.4 Comment Review Meeting with City		1	1						2
4.5 Address City Comments and Submit Final Technical Memorandum and Costing		5	7		15				27
Internal QC / QA		4							4
Subtotal:		24	43		65	8			140
Task 4 Labor Subtotal:									\$ 28,400
Task 4 Expense Subtotal:									\$ 300
Task 4 Fee Total:									\$ 28,700

E. Task 5 – Intersection Control Evaluation

Task Description		P7	P6	P5	P4	P3	P2	P1	N5	Subtotal
5.1	Data Collection				10		10			20
5.2	Field Evaluation			5			5			10
5.3	Intersection Control Evaluation	20			60					80
	Cap-X						15			15
	Operational Analysis						40			40
	Safety Performance SPICE						15			15
	Opinions of Probable Construction Costs						20			20
	Life-Cycle Cost Analysis						15			15
5.4	Intersection Sketching (up to three intersections)	10			20		60			90
	Performance Check Package				20		60			80
Subtotal:		30		5	110		240			385
Task 5 Labor Subtotal:										\$ 68,000
Task 5 Expense Subtotal:										\$ 200
Task 5 Fee Total:										\$ 68,200

F. Task 6 – Corridor Study

Task Description		P7	P6	P5	P4	P3	P2	P1	B3	Subtotal
Task 6A – Corridor Study										
6A.1	Corridor Analysis		1	8						9
	Flood Plain Impacts		1	4			2			7
	Right-of-Way			2						2
6A.2	Corridor Alternative Schematics									
	Base Files		1	4	8		24			37
	Concept 1			4	8		32			44
6A.3	Concept Revisions / Preferred / Hybrid									
	QC/ QA and Finalize		1	4			4			9
	Phasing Development Narrative		2	16			8			26
6A.4	Prepare Draft Report			25			95		35	155
	Internal QC / QA		8							8
6A.5	Comment Review Meeting with City									
6A.6	Address City Comments and Submit Final Report			12			28		4	44
	Internal QC / QA		4							4
Task 6A Subtotal:			18	79	16		193		39	345
Task 6B – Public Engagement										
6B.1	Stakeholder Design Meeting		9	22	8		40			79
6B.2	Meeting with Property Owners		6	22	8		40			76
6B.3	Transportation Committee Meeting		4	10	8		20			42
Task 6B Subtotal:			19	54	24		100			197
Task 6 Subtotal:										
Task 6A Labor Subtotal:										\$ 60,500
Task 6A Expense Subtotal:										\$ 0
Task 6A Fee Total:										\$ 60,500
Task 6B Labor Subtotal:										\$ 37,300
Task 6B Expense Subtotal:										\$ 0
Task 6B Fee Total:										\$ 37,300

G. Task 7 - SMARTS

Task Description		Expense Subtotal
7.1	Joyce Boulevard – 1 Site	\$ 2,000
7.2	Remaining Sites – 4 Total	\$ 3,000
	Subtotal:	\$ 5,000
	Task 7 Expense Subtotal:	\$ 5,000
	Task 7 Fee Total:	\$ 5,000



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **FIRE DEPARTMENT SIDE-BY-SIDE ASSET REPLACEMENTS THROUGH POLARIS SALES INC.**

RECOMMENDATION:

RECOMMEND COUNCIL APPROVES THE PURCHASE OF (2) SIDE-BY-SIDES FROM POLARIS SALES INC. FOR THE PURCHASE PRICE OF \$90,510.26 THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (091024-PSI) ALONG WITH ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES.

BACKGROUND:

9168 (FIRE_F028) and 9169 (FIRE_F029) are both at 12.6 and 14 points and have reached replacement.

DISCUSSION:

Both assets are used for emergency brush and wildfire responses along with EMS and medical calls along the trails. Their secondary purposes are utilized for large crowds at events.

Fleet recommends the on-time replacement of these units for daily fire department operations.

BUDGET/STAFF IMPACT:

These assets are planned 2025 purchases and within budget.

ATTACHMENTS: 3. Staff Review Form, 4. Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1238

A RESOLUTION TO APPROVE THE PURCHASE OF TWO SIDE-BY-SIDES FROM POLARIS SALES INC. IN THE AMOUNT OF \$90,510.26, PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES, OR DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two side-by-sides from Polaris Sales Inc., in the amount of \$90,510.26, plus any additional surcharges, freight charges, or delivery fees, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2025-1238

Item ID

8/5/2025

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

Ross Jackson

7/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL APPROVES THE PURCHASE OF (2) SIDE-BY-SIDES FROM POLARIS SALES INC. FOR THE PURCHASE PRICE OF \$90,510.26 THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (091024-PSI) ALONG WITH ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES. UNIT 9168 TO BE REPLACED BY 9377 (FIRE_F025), 9169 TO BE REPLACED BY 9348 (FIRE_F029).

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.1010.300

FLEET REPLACEMENT VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,095,286.00

Expenses (Actual+Encum)

\$ 351,156.26

Available Budget

\$ 5,744,129.74

Does item have a direct cost? Yes

Item Cost

\$ 90,510.26

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 5,653,619.48

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783
www.polaris.com/gov

QUOTE

Contact Information

Name: ROSS JACKSON

Email: rjackson@fayetteville-ar.gov

Phone: 4794443494

Fax:

Bill To: Fayetteville Fire Department
303 W Center St

Fayetteville, AR 72701

Ship To: Fayetteville Fire Department
303 W Center St

Fayetteville, AR 72701

Quote Number: QUO-68464-Z5Q1C9

Revision #: 3

Date: 7/17/2025 9:07 AM

Quote Expires: 8/18/2025

Contract Name: Sourcewell

Contract #: 091024-PSI

Expiration Date: 11/13/2028

Cage: 3FP69

Duns#: 123399383

Tax ID#: 41-1921490

Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	150 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended	Install Amount
R25X6L1RBM	2	RANGER Crew XD 1500 NorthStar Edition Premium - Titanium Metallic Gloss	\$44,499.00	\$41,313.96	\$82,627.92	\$0.00
2889862	2	XD Door Mount Sideview Mirrors	\$179.99	\$154.15	\$308.30	\$75.00
2890855	2	XD Front Bumper Bull Bar	\$99.99	\$85.63	\$171.26	\$75.00
5417529	8	Pro Armor Harvester Tire (30 x 10-15) - each	\$249.99	\$214.10	\$1,712.80	\$240.00
9990007	2	Upgrade to SS Red Body Panels		\$2,499.99	\$4,999.98	\$300.00

Comments:

SUBTOTAL	\$89,820.26
INSTALL*	\$690.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$90,510.26

Vehicle model year and color are subject to change dependent upon delivery date.



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QUOTE

Acceptance and Payment Information

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)
- Do you have a loading dock, ramps, or forklift for offloading
- Tax exempt form for state we are shipping (or inform if taxable)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **FLEET OPERATIONS ON-CALL TRUCK REPLACEMENT THROUGH RANDALL FORD OF FORT SMITH**

RECOMMENDATION:

CITY COUNCIL TO APPROVE THE PURCHASE OF (1) FORD F150 HYBRID FROM RANDALL FORD OF FORT SMITH FOR THE PURCHASE PRICE OF \$48,156.05 ALONG WITH ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES THROUGH ORDINANCE 6491 AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 2133u (FLET_F005) will go to auction and a new Ford F150 Hybrid will be purchased in its place.

DISCUSSION:

Unit 2133U has significant oil leaks and is no longer suitable for front-line service. Fleet Operations has determined that the cost of repairs exceeds the unit's value based on its age and condition. Additionally, it has reached its maximum points in Faster, our fleet management software.

Fleet recommends replacing this unit with a Ford F-150 Hybrid. This vehicle is used for on-call mechanics, and we will be rightsizing this from an F-250 diesel to a hybrid F150 hybrid which aligns with the City's Climate Action goals while also lowering operational costs per mile. Funding for the replacement would come from the Fleet fund balance, pending approval of a budget adjustment.

BUDGET/STAFF IMPACT:

A budget adjustment is being presented for your approval from the Fleet Fund balance.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Quote Documentation, 6. Request for Quotes, 7. Bid Waiver for Fleet Vehicles - Ordinance 6491



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1236

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD F150 HYBRID FROM RANDALL FORD, PURSUANT TO ORDINANCE 6491, IN THE AMOUNT OF \$48,156.05, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Unit 2133U has significant oil leaks, the cost of repairs exceeds the unit's value based on its age and condition, and it is no longer suitable for front-line service; and

WHEREAS, Fleet Operations will be rightsizing this unit, which is used by on-call mechanics, from an F-250 diesel to a hybrid F150 hybrid which aligns with the City's Climate Action goals while also lowering operational costs per mile.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Ford F150 Hybrid from Randall Ford of Fort Smith, pursuant to Ordinance 6491, in the amount of \$48,156.05, plus any applicable surcharges, freight charges, and delivery fees.

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

City of Fayetteville Staff Review Form

2025-1236

Item ID

8/5/2025

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

Ross Jackson

7/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

CITY COUNCIL TO APPROVE THE PURCHASE OF (1) FORD F150 HYBRID FROM RANDALL FORD OF FORT SMITH FOR THE PURCHASE PRICE OF \$48,156.05 THROUGH ORDINANCE 6491 AND TO APPROVE A BUDGET ADJUSTMENT. UNIT 2133U TO BE REPLACED BY 2323 FLET_F005

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.9700.770

FLEET REPLACEMENT VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,095,286.00

Expenses (Actual+Encum)

\$ 351,156.26

Available Budget

\$ 5,744,129.74

Does item have a direct cost? Yes

Item Cost

\$ 48,156.05

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 48,156.00

Remaining Budget

\$ 5,744,129.69

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2025	/Org2		
	Requestor:	Ross Jackson	

City Council to approve the purchase of (1) Ford F150 hybrid from Randall Ford of Fort Smith for the purchase price of \$48,156.05 along with any freight charges, surcharges or delivery fees through ordinance 6491 and to approve a budget adjustment. FLET_F005 / 2323

	COUNCIL DATE:	8/5/2025
	ITEM ID#:	2025-1236
	Holly Black	
	7/15/2025 2:44 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

1 of 1

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560



Client Proposal

Prepared by:
PATRICK HARRINGTON
Office: 479-452-1311
Email: patrick@randallford.com
Quote ID: 0053
Date: 06/12/2025



Randall Ford Inc | 5500 Rogers Ave, Fort Smith, Arkansas, 729033748
Office: 479-452-1311

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Mr. Ross Jackson, Superintendent, City of Fayetteville

113 West Mountain St

Fayetteville, AR 72701

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Re: Quote ID 0053 06/12/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs

Dimensions

- * **Conventional Capacity: 11,000 lbs.**
 - Fifth-wheel towing capacity: 7,000 lbs.
 - Front brake diameter: 13.8"
 - Cargo box length: 78.0"
 - Cargo box volume: 62.3 cu.ft.
 - Cargo box max width: 65.2"
 - Cargo box length feet: 6.5
 - Vehicle body width: 79.9"
 - Wheelbase: 157.0"
 - Front track: 67.9"
 - Frame section modulus: 5.1 cu.in.
 - Front bumper to front axle: 37.6"
 - Interior rear cargo volume with seats folded: 50.9 cu.ft.
 - Total passenger volume: 131.9 cu.ft.
 - Headroom second-row: 40.4"
 - Leg room second-row: 43.6"
 - Shoulder room second-row: 66.0"
 - Hip room second-row: 62.6"
- * **GCWR: 18,400 lbs.**
 - Gooseneck towing capacity: 7,000 lbs.
 - Rear brake diameter: 13.2"
 - Cargo box min width: 50.6"
 - Pickup box depth: 21.4"
 - Cargo box tailgate width: 60.3"
 - Vehicle body length: 243.5"
 - Vehicle body height: 77.6"
 - Vehicle turning radius: 25.6'
 - Rear track: 67.9"
 - Frame yield strength (psi): 49300.0
 - Front bumper to back of cab: 155.8"
 - Max interior rear cargo volume: 50.9 cu.ft.
 - Headroom first-row: 40.8"
 - Leg room first-row: 43.9"
 - Shoulder room first-row: 66.7"
 - Hip room first-row: 62.5"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy combined: 23 mpg
- Gasoline secondary fuel type
- Fuel economy city: 23 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV125 emissions

Suspension and Handling

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Standard style pickup box
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires
- * **Trailer hitch light**
- * **Tough Bed spray-in pickup bed liner**
- Pickup bed-rail protectors
- Black side window trim
- Chrome front bumper
- Chrome rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Front beverage holders
- 8 beverage holders
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins

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Superintendent, City of Fayetteville

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06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

- Rear door bins
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Oil pressure gauge
- Voltmeter
- Gauge cluster display size (inches): 12.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Front LED fog lights
- Pickup box cargo light
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 4 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert with Reverse Brake Assist collision mitigation
- Driver Alert

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

- External acoustic pedestrian alert
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- Ford Co-Pilot360 - Evasive Steering Assist evasion assist system
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,608 lbs.	Rear curb weight	2,268 lbs.
GVWR	7,400 lbs.	Payload	1,730 lbs.

Trailer Weights

Fifth-wheel towing capacity	7,000 lbs.	Gooseneck towing capacity	7,000 lbs.
* Conventional capacity	11,000 lbs.	* GCWR	18,400 lbs.

Front Weights

Front curb weight	3,340 lbs.	GAWR front	4,050 lbs.
Axle capacity front	4,050 lbs.	Spring rating front	4,050 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,150 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	4,150 lbs.	Tire/wheel capacity rear	4,150 lbs.

Off Road

Min ground clearance	8.8"	Loading floor height	35.8"
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Exterior Measurements

Vehicle body length	243.5"	Vehicle body width	79.9"
Vehicle body height	77.6"	Wheelbase	157.0"
Front brake diameter	13.8"	Cargo box length	78.0"
Rear brake diameter	13.2"	Cargo box min width	50.6"
Cargo box volume	62.3 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	6.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	25.6'
Frame section modulus	5.1 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"	Front bumper to back of cab	155.8"

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
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Interior Volume

Total passenger volume	131.9 cu.ft.
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Headroom

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)**

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Headroom first-row 40.8"

Headroom second-row 40.4"

Legroom

Leg room first-row 43.9"

Leg room second-row 43.6"

Shoulder Room

Shoulder room first-row 66.7"

Shoulder room second-row 66.0"

Hip Room

Hip room first-row 62.5"

Hip room second-row 62.6"

Powertrain**Engine**Engine 3.5L V-6 port/direct injection, DOHC, variable
valve control, twin turbo, engine

Engine cylinders V-6

Ignition Spark ignition system

Engine block material Aluminum engine block

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted
engine

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 3.5L

Bore 3.64"

Compression ratio 10.5

cc 213.3 cu.in.

Stroke 3.41"

SAEJ1349 AUG2004 compliant

Alternator

Alternator amps 200A

Alternator type Regular duty alternator

Battery

Battery amps 80Ah

Battery rating 800CCA

Battery type HD lead acid battery

Battery run down protection Battery run down
protection**Engine Extras**

Radiator Radiator

Drivetrain selectable Driver selectable drivetrain mode

Start-stop engine Auto stop-start engine

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission
electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

First gear ratio 4.696

Second gear ratio 2.985

Third gear ratio 2.146

Fourth gear ratio 1.769

Fifth gear ratio 1.52

Sixth gear ratio 1.275

Reverse gear ratio 4.866

Seventh gear ratio 1

Eighth gear ratio 0.854

Ninth gear ratio 0.689

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
Axle ratio	3.73		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			
Fuel type	regular unleaded		
Fuel Tank			
Capless fuel filler	Capless fuel filler	Fuel tank capacity	30.59 gal.
Drive Feature			
Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift	Rear locking differential	Driver selectable rear locking differential
Electric Powertrain			
Hybrid torque	Hybrid torque 570.0 lbs.-ft.	Hybrid net horsepower	430.0 hybrid net horsepower
Hybrid horsepower RPM	Hybrid horsepower 6000 RPM	Hybrid torque RPM	Hybrid torque 3000 RPM
Electric motor output	47 HP electric motor output	Number of electric motors	1
Electric powertrain	PowerBoost HEV (hybrid electric vehicle)	Electric motor 1 location	Front electric motor location
Electric Vehicle Battery Pack			
Traction battery type	lithium ion (Li-ion)	Gross traction battery capacity	1.5 kWh gross traction battery capacity

Fuel Economy and Emissions

Fuel Economy			
Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	23 mpg
Fuel economy city	23 mpg	Fuel economy highway	23 mpg
Fuel economy (city/highway/combined)	23 mpg/23 mpg/23 mpg	Fuel economy status	Previous year fuel economy status
Emissions			

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Emissions	LEV3-ULEV125 emissions	Emissions tiers	Tier 3 Bin 125 emissions
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	12.9	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	7.7

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
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Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
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Rear Spring

Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
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Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
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Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type number of wheels	2-wheel steering system		

Exterior

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

06/12/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)**

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)*Front Wheels*

Front wheels diameter 17" Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver Material aluminum

Front Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	265mm		

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	265mm		

Body Exterior*Trailer*

Towing class	Class IV tow rating	Towing hitch	Trailer hitch
Towing wiring harness	Trailer wiring harness	* Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	* Bed liner	Tough Bed spray-in pickup bed liner
Number of doors	4 doors		

Body

Body panels Aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel Spare tire location Crank-down spare tire

Convenience*Technology*

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

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Superintendent, City of Fayetteville
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06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Door locks . . . Power door locks with 2 stage unlocking
All-in-one key . . . All-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Keyfob door locks Keyfob activated door locks
Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel
mounted controls

Rear View Mirror

Day/Night rearview mirror . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage . . Locking floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 1 12V power outlet

120V AC power outlets 2 120V AC power outlets

Pickup Box

Box storage Integrated pickup box storage

Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

Rear window defroster Rear window defroster

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-
touch up windows

One-touch down window . . Driver and passenger one-
touch down windows

Windows Rear Side

Second-row windows Power second-row windows

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Selected Equip & Specs (cont'd)

Miscellaneous

Trip computer	Trip computer	Cabback insulator	Cabback insulator
PRND in IP	PRND in IP	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Automatic climate control	Dual-zone front climate control	Dual-zone front climate control
Cabin air filter	Cabin air filter	Voice activated climate control	SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ducts	Rear under seat climate control ducts	Rear console climate control ducts	Rear console climate control ducts

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
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Second-Row Seat Trim

Rear seat upholstery	Cloth rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
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Steering Wheel

Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	5
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Front Seats

Driver seat direction	Driver seat with 8-way directional controls	Height adjustable driver seat	Power height adjustable driver seat
Driver seat fore/aft control	Power driver seat fore/aft control	Driver seat cushion tilt	Power driver seat cushion tilt
Passenger seat direction	Front passenger seat with 4-way directional controls	Split front seats	Bucket front seats
Reclining passenger seat	Manual reclining passenger seat	Passenger seat fore/aft control	Manual passenger seat fore/aft control

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Superintendent, City of Fayetteville
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2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Front head restraints Height adjustable front seat head restraints
Armrests front center Front seat center armrest

Front head restraint control ... Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats ... 60-40 folding rear seats
Rear seat folding position ... Fold-up rear seat cushion

Rear head restraint control ... Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar ... Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material ... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display
Primary display size 12 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

Aux input jack Auxiliary input jack
Seek scan Seek scan
Internet radio capability Internet radio capability

External memory ... SYNC 4 external memory control
RDS Radio data system (RDS)

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio ... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Speed sensitive volume Speed sensitive volume
Wireless streaming Bluetooth wireless audio streaming

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Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Clock	In-radio display clock	Compass	Compass
Eco feedback	ECO feedback display gauge		

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	12.00

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Deep tinted windows
----------------	---------------------

Headlights

Headlights	LED low and high beam headlights	Headlight type	Reflector headlights
Auto headlights	Ford Co-Pilot360 - Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	Auto high-beam headlights	Auto High Beam auto high-beam headlights
DRL preference setting	DRL preference setting		

Front Windshield

Wipers	Variable intermittent front windshield wipers
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Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
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2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Front reading lights Front reading lights

Lights

Running lights Daytime running lights
Fog lights Front LED fog lights
Pickup box cargo light Pickup box cargo light

Interior courtesy lights Fade interior courtesy lights
High mount stop light High mounted center stop light
Perimeter approach lighting Remote activated
perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device
connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS
system via mobile device

Smart device integration SYNC 4 AppLink/Apple
CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot
internet access

USB Ports

USB ports 4 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Passenger front
impact airbag
Front side impact airbag passenger Seat mounted
side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first
and second-row overhead airbags

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side
impact driver airbag
Occupancy sensor Airbag occupancy sensor

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable
seatbelts
Seatbelt pretensioners number 2 seatbelt pre-
tensioners

Security System

Immobilizer SecuriLock immobilizer
Security system Security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Blind spot BLIS (Blind Spot Information System)

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2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Selected Equip & Specs (cont'd)

Forward collision warning PCA with AEB and Intersection Assist forward collision mitigation with left turn assist	Rear collision warning Cross-Traffic Alert with Reverse Brake Assist collision mitigation
Pedestrian detection Pre-Collision Assist with Pedestrian Detection	External acoustic pedestrian alert . . . External acoustic pedestrian alert
Driver attention monitor Driver Alert	Evasion assist system Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Parking Sensors

Parking sensors Rear parking sensors

Occupant Safety

Child door locks . . . Manual rear child safety door locks

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2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$50,075.00
Options		\$3,965.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$56,035.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-\$5,821.95
GPC- QC689	Government Price Concession	-\$3,600.00
Misc	Misc	\$1,543.00
<i>Running Boards, Weather-Tec Fitted Floor Mats, Carhartt rugged and durable seat covers! (Front and Back Covers)</i>		
Total		\$48,156.05

Customer Signature

Acceptance Date

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Superintendent, City of Fayetteville

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06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 17 x 7.5-inch front and rear silver aluminum wheels
- * P265/70RS17 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Battery rating: 800CCA
- * Battery run down protection
- * Auto stop-start engine
- * Steering wheel mounted audio controls
- * 12 inch primary display
- * AM/FM/satellite
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 157.0"
- * Tire/wheel capacity rear: 4,150 lbs.
- * Spring rating front: 4,050 lbs.
- * Trip computer
- * Power door mirrors

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Cloth
40/Console/40 Front Seats

- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * HD lead acid battery
- * Fuel tank capacity: 30.59 gal.
- * Driver selectable drivetrain mode
- * Bluetooth wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Vehicle body length: 243.5"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 4,050 lbs.
- * Standard ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$50,075.00
Equipment Group 104A Hybrid	\$3,095.00
Engine: 3.5L PowerBoost Full-Hybrid V6	Included
Transmission: Hybrid Electronic 10-Speed Automatic	Included
GVWR: 7,400 lbs Payload Package	Included
Tires: 265/70R17 BSW A/T	Included
Wheels: 17" Silver Painted Aluminum	Included
Cloth 40/Console/40 Front Seats	Included
157" Wheelbase	STD
Radio: AM/FM Stereo w/SiriusXM 360L	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions System	STD
Electronic Locking w/3.73 Axle Ratio	Included
SYNC 4 w/Enhanced Voice Recognition	Included
Interior Work Surfaces	Included
LED Fog Lamps	Included
Chrome Bumpers	Included
Rear Window Fixed Privacy Glass w/Defroster	Included

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06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Major Equipment

- | | |
|---|--|
| * Manual folding door mirrors | * DRL preference setting |
| * Daytime running lights | * Deep tinted windows |
| * Variable intermittent front windshield wipers | * Automatic climate control |
| * Dual-zone front climate control | * Rear under seat climate control ducts |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Passenger front impact airbag | * Seat mounted side impact front passenger airbag |
| * Airbag occupancy sensor | * 6 airbags |
| * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover | * Manual rear child safety door locks |
| * SecuriLock immobilizer | * Fixed rear seats |
| * 60-40 folding rear seats | * Front facing rear seat |
| * Fold-up rear seat cushion | * Height adjustable rear seat head restraints |
| * Manual rear seat head restraint control | * 3 rear seat head restraints |
| * Split-bench rear seat | * Bucket front seats |
| * Driver seat with 8-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Manual reclining driver seat |
| * Power height adjustable driver seat | * Power driver seat fore/aft control |
| * Power driver seat cushion tilt | * Manual reclining passenger seat |
| * Manual passenger seat fore/aft control | * Cloth front seat upholstery |
| * Cloth front seatback upholstery | * Driver seat with 2-way power lumbar |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |

As Configured Vehicle

MSRP

- | | |
|---|-------------|
| Dual-Zone Electronic Automatic Temperature Control | Included |
| 8-Way Power Driver's Seat w/Power Lumbar | Included |
| Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats | N/C |
| Oxford White | N/C |
| Tough Bed Spray-In Bedliner | \$595.00 |
| Tow/Haul Package | \$275.00 |
| Integrated Trailer Brake Controller | Included |
| <hr/> | |
| SUBTOTAL | \$54,040.00 |
| Destination Charge | \$1,995.00 |
| <hr/> | |
| TOTAL | \$56,035.00 |

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Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
06/12/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 560 | Quote ID: 0053

Major Equipment

* Hill Start Assist

Fuel Economy

City
23 mpg



Hwy
23 mpg

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2133u FLET_F005



Jackson, Ross

To Jackson, Ross

Bcc Jackson, Ross; CJ Mitchell; Patrick Harrington; Jeff Lee; Voden, Chelsey

↩ Reply

↩ Reply All

➡ Forward

...

Mon 6/9/2025 9:05 AM

Good morning,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below listed item. Please provide a quote by Wednesday 06/13/25 by 12:00pm. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." **All Quotes shall have the Ford FLEET INCENTIVE code QC689 on the quote and corresponding discount applied.**

- Ford F150 Hybrid White in color, crew cab, 6.5' bed, AWD/4x4, running boards, Weathertec fitted floor mats, rugged and durable seat covers on front and rear seats (Carhartt or equivalent), bedliner, towing package Including: Hitch, Wiring Harness and brake controller

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221





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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

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City of Fayetteville Staff Review Form

2021-0718

Legistar File ID

10/5/2021

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

Sara Glenn

9/15/2021

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

An ordinance waiving the requirements of formal competitive bidding of vehicles procured through a manufacturer's authorized body of dealers, including but not limited to General Motors/Chevrolet, Ford, Dodge, Toyota, etc. for the purchase of vehicles, within budget, after obtaining quotes from different vehicle manufacturer's authorized dealers, and authorizing the Mayor to execute agreements with manufacturers as necessary to participate in government fleet programs.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 10,383,743.00
	Funds Obligated \$ 5,034,204.11
	Current Balance \$ 5,349,538.89
Does item have a cost? No	Item Cost \$ -
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ 5,349,538.89

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 05, 2021

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Sara Glenn, Fleet Operations Superintendent

DATE: September 14, 2021

SUBJECT: Bid Waiver for Fleet Vehicles

RECOMMENDATION:

An ordinance waiving the requirements of formal competitive bidding of vehicles procured through a manufacturer's authorized body of dealers, including but not limited to General Motors/Chevrolet, Ford, Dodge, Toyota, etc. for the purchase of vehicles, within budget, after obtaining quotes from different vehicle manufacturer's authorized dealers, and authorizing the Mayor to execute agreements with manufacturers as necessary to participate in government fleet programs.

BACKGROUND:

New Vehicles are available at a discounted rate directly from the manufacturer's authorized body of dealer networks utilizing various government fleet programs. Using these programs allows a government agency to leverage its spending power by having government pricing that is consistent regardless of dealer and includes numerous other benefits including technician training and searching available inventories statewide, including cancelled orders. Not all dealers are part of a manufacturer's authorized dealer network and the government fleet program pricing can only be guaranteed by ordering from an authorized dealer.

DISCUSSION:

Purchasing new vehicles utilizing these government fleet programs enables the City to secure competitive pricing which is based on a high-volume discount and bid-assist pricing provided to dealers directly from the manufacturer. These programs also increase standard warranties and provide discounts on diagnostic software and parts.

Authorizing the purchases within approved budget allows the City to place orders in short ordering windows, purchase existing inventory when available, and ensure staff has the equipment to maintain operations and continue to provide services to residents.

Competitive bidding is not feasible or practical because dealers do not have pricing prior to the ordering window, the window is often not open long enough for the City to complete its internal bidding process, and the pricing that would be submitted in a bid response is the same as through the government fleet programs. Fleet needs the flexibility to obtain quotes quickly from different manufacturers based on the specific needs of a division or department

Fleet's continued mission is to provide efficient equipment to our user departments, so that they can in turn provide service to the citizens of Fayetteville.

BUDGET/STAFF IMPACT:

Funds will be spent within allowed approved budget authorized by City Council.



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **PARKS OPERATIONS WORK TRUCK REPLACEMENT THROUGH OLATHE FORD SALES INC.**

RECOMMENDATION:

RECOMMEND COUNCIL APPROVE THE PURCHASE OF (1) FORD F550 UTILITY BODY THROUGH OLATHE FORD SALES INC., DBA OLATHE FORD LINCOLN THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-OLA) FOR THE AMOUNT OF \$89,407.00 ALONG WITH ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES AND APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit 2196 (PRKS_F031) a Ford F250 utility body, is currently at 14.9/15 points in Faster and will need to be replaced and upgraded to a 1.5 ton utility body work truck.

DISCUSSION:

2196 came in with complaint of steering issues. Fleet Manager inspected this F250 ¾ ton truck with utility body. This vehicle was found overloaded by weight. We had the department remove tools and weight to be lower than gross vehicle weight rating (GVWR). To better meet the needs of the Parks department in the hauling of tools, equipment, and personnel along with towing other assets, Fleet management will replace this unit with properly spec'ed truck for daily operations.

BUDGET/STAFF IMPACT:

A budget adjustment is attached for your approval from the fleet fund balance.

ATTACHMENTS: 3 Staff Review Form, 4. Budget Adjustment, 5. Quote Documentation



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1237

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD F550 UTILITY BODY FROM OLATHE FORD SALES, INC. IN THE AMOUNT OF \$89,407.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, to better meet the needs of Park Operations for the hauling of tools, equipment, and personnel along with towing other assets, Fleet management will replace an F250 ¾-ton truck with an F550 1.5-ton utility body work truck for daily operations.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Ford F550 Utility Body truck from Olathe Ford Sales, Inc. in the amount of \$89,407.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell cooperative purchasing contract.

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

City of Fayetteville Staff Review Form

2025-1237

Item ID

8/5/2025

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

Ross Jackson

7/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL APPROVE THE PURCHASE OF (1) FORD F550 UTILITY BODY THROUGH OLATHE FORD SALES INC., DBA OLATHE FORD LINCOLN THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-OLA) ALONG WITH ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES AND APPROVE A BUDGET ADJUSTMENT. UNIT 2196 TO BE REPLACED BY 3044 PRKS_F031.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.9700.770

FLEET REPLACEMENT VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,095,286.00

Expenses (Actual+Encum)

\$ 351,156.26

Available Budget

\$ 5,744,129.74

Does item have a direct cost? Yes

Item Cost

\$ 89,407.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 89,407.00

Remaining Budget

\$ 5,744,129.74

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2025	/Org2		
	Requestor:	Ross Jackson	

Recommend council approve the purchase of (1) Ford F550 utility body through Olathe Ford Sales Inc., dba Olathe Ford Lincoln through a Sourcwell Cooperative purchasing contract (032824-ola) along with any freight charges, surcharges or delivery fees and approve a budget adjustment. PRKS_F031 / 3044

	COUNCIL DATE:	8/5/2025
	ITEM ID#:	2025-1237
	Holly Black	
	7/15/2025 2:38 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

1 of 1



OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Purchase Order / Quote

Date	6/9/2025
Valid Until	8/12/25
Contract	SOURCEWELL - 032824
PO	
Lead Time	16-20 WEEKS

Customer:

FAYETTEVILLE, AR

Invoice Address:

Delivery Address:

Same

Description - Vehicle Preview Details		Line Total
2025 FORD F-550 CREW CAB 4X4 DRW - 60" CA		\$61,355.00
F550 4X4 CREW CHAS CAB DRW/179 179 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.660A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW MAX TRAC TIRE 4.88 RATIO LIMITED SLIP AXLE FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS 19550# GVWR PACKAGE	SKID PLATES 50 STATE EMISSIONS 120V/400W OUTLET SNOW PLOW PREP PACKAGE TRAILER BRAKE CONTROLLER CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL 40 GAL AFT OF AXLE FUEL TNK 410 AMP DUAL ALTERNATOR PAYLOAD PLUS PACKAGE UPGRADE 2 EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT	
Knapheide Quote - QU-43-962326-1 - Fastest Option		\$23,567.00
FACTORY OPTION TOTAL		\$3,985.00

Special Notes and Instructions

MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.

PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$88,907.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$500.00
MSO / ODO	\$0.00
Total Per Unit	\$89,407.00
Quantity of Units	1
PO Total	\$89,407.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Print Name

Date

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Kelly Colebar, Community Resources Admin
FROM: Lisa Darden, Project Coord - Comm Resources
SUBJECT: **Continuum of Care Program Renewal Grants**

RECOMMENDATION:

Staff recommends approval of the Mayor's authority to sign the renewal agreement for the Continuum of Care Program grants.

BACKGROUND:

The City of Fayetteville Hearth Program has been in operation since February of 2016. This program is funded by four annual grants. Grant AR0043 provides Permanent Supportive Housing, and grants AR0039, AR0044 and AR0071 provide Chronically Homeless Permanent Supportive Housing.

DISCUSSION:

The renewal grants are Grant # AR0039 in the amount of \$36,933, Grant # AR0043 in the amount of \$192,360, Grant # AR0044, in the amount of \$39,456, and Grant # AR0071 in the amount of \$84,099.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: 3. Staff Review Form, 4. City of Fayetteville FY24 CoC MultiGrant Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1253

A RESOLUTION TO APPROVE THE RENEWAL OF FOUR CONTINUUM OF CARE PROGRAM GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE TOTAL AMOUNT OF \$352,848.00 FOR THE CITY TO ADMINISTER PROGRAMS TO ASSIST HOMELESS FAYETTEVILLE RESIDENTS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign the four Continuum of Care Program grant agreements with the U.S. Department of Housing and Urban Development, copies of which are attached to this Resolution and made a part hereof, in the total amount of \$352,848.00 for the City to administer programs to assist homeless Fayetteville residents.

City of Fayetteville Staff Review Form

2025-1253

Item ID

8/5/2025

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

Kelly Colebar

7/16/2025

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the Mayor's authority to sign the renewal agreement for the Continuum of Care program grants.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
425 West Capitol Avenue
Suite 1000
Little Rock, AR 72201

Grant Number: Multiple Projects
Recipient's Name: City of Fayetteville
Tax ID Number: 71-6018462
Unique Entity Identifier [SAM]: N4PCBXWNAKK7
Federal Award Date: 7/16/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Fayetteville (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");
3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is \$352,848, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
AR0039L6F012411	12 months	09-01-2025 - 08-31-2026	09-01-2025 - 08-31-2026	\$36,933

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$0
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$33,036
g. Supportive services	\$3,897
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$0
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
AR0043L6F012410	12 months	09-01-2025 - 08-31-2026	09-01-2025 - 08-31-2026	\$192,360

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$0
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$161,412
g. Supportive services	\$25,903
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$5,045
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
AR0044L6F012410	12 months	09-01-2025 - 08-31-2026	09-01-2025 - 08-31-2026	\$39,456

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$0
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$33,036
g. Supportive services	\$4,835
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$1,585
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
AR0071L6F012405	12 months	01-01-2026 - 12-31-2026	01-01-2026 - 12-31-2026	\$84,099

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$0
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$64,932
g. Supportive services	\$16,859
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$2,308
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

DAVID BLICK

Digitally signed by: DAVID BLICK
DN: CN = DAVID BLICK C = US O = U.S.
Government OU = Department of Housing and
Urban Development, Office of Administration
Date: 2025.07.16 10:14:54 -05'00'

(Signature)

David Blick, Director

(Typed Name and Title)

7/16/2025

(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

By:

(Signature of Authorized Official)

Molly Rawn, Mayor

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Information for Award Applicant/Recipient			
1. Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267			
2. Legal Name of Applicant/Recipient: City of Fayetteville			
3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form. ☒ The Applicant/Recipient will not charge indirect costs using an indirect cost rate. ☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time. ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.			
Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
4. Submission Type (check only one): ☒ Initial submission ☐ Update			5. Effective date(s):
6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form. Signature: _____ Date: _____ Name: Molly Rawn Title: Mayor			

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional"). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Contract Renewal for Water Service between the Cities of Johnson, Arkansas and Fayetteville, Arkansas**

RECOMMENDATION:

Staff recommends the approval of a Contract Renewal for Water Service between the Cities of Johnson, Arkansas and Fayetteville, Arkansas.

BACKGROUND:

The City of Fayetteville owns and operates water distribution systems within portions of the corporate city limits of Johnson, Arkansas. The water system currently includes approximately 2.2 miles of public water main, and associated service connections, valves, hydrants, and meters.

The most recent agreement for water services was established on July 6th, 2010 and is set to expire after 15 years. City of Fayetteville Resolution 118-10 memorialized this agreement.

DISCUSSION:

Fayetteville has consistently provided water service to Johnson in accordance with the existing contract, and Johnson has properly performed its contractual obligations.

Both cities find mutual benefit in renewing the water service contract for another 15-year term. No changes have been made to the original 2010 contract language.

The renewed contract will remain in effect until 2040, unless terminated according to its provisions.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: 3. Staff Review Form, 4. Proposed Contract



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1247

A RESOLUTION TO RENEW AND EXTEND THE CONTRACT FOR ENHANCED WATER SERVICE BETWEEN THE CITIES OF JOHNSON AND FAYETTEVILLE, ARKANSAS

WHEREAS, fifteen years ago the cities of Johnson and Fayetteville, Arkansas agreed to a fifteen (15) year Enhanced Water Service Contract; and

WHEREAS, both cities have faithfully performed all contractual requirements for the last fifteen (15) years and now desire to renew and extend this contract under the same terms and conditions.

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 agrees to extend the 2010 fifteen year contract for Enhanced Water Service Contract between the cities of Johnson, Arkansas and Fayetteville, Arkansas for an additional fifteen (15) years under the same terms and conditions and authorizes Mayor Rawn to execute this fifteen (15) year Enhanced Water Service contract extension.

City of Fayetteville Staff Review Form

2025-1247

Item ID

8/5/2025

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

Tim Nyander

7/15/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a Contract Renewal for Water Service between the Cities of Johnson, Arkansas and Fayetteville, Arkansas.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 118-10

Change Order Number:

Approval Date:

Original Contract Number:

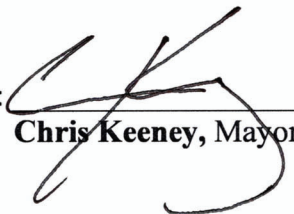
Comments:

**CONTRACT TO EXTEND THE 2010 CONTRACT FOR ENHANCED WATER
SERVICES BETWEEN THE CITIES OF JOHNSON, ARKANSAS AND
FAYETTEVILLE, ARKANSAS**

Comes now, the City of Johnson and the City of Fayetteville who mutually agree that it is in the best interests of both cities, their citizens, and businesses to extend the 2010 contract for Enhanced Water Service between the cities of Johnson and Fayetteville for an additional fifteen (15) year period under the identical terms and conditions of the original 2010 contract.

This fifteen (15) year renewal of the Enhanced Water Services contract shall be effective upon both cities' City Councils' approval by Resolution of this fifteen (15) year extension and the execution of this contract extension by both Mayors.

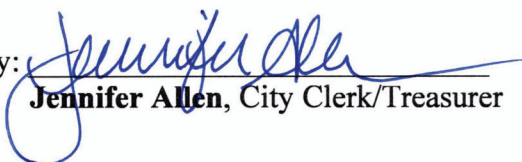
CITY OF JOHNSON,

By:  _____
Chris Keeney, Mayor

CITY OF FAYETTEVILLE,

By: _____
Molly Rawn, Mayor

Witness:

By:  _____
Jennifer Allen, City Clerk/Treasurer

Attest:

By: _____
Kara Paxton, City Clerk/Treasurer



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Contract Renewal for Sanitary Sewer Service between the Cities of Johnson, Arkansas and Fayetteville, Arkansas**

RECOMMENDATION:

Staff recommends the approval of a Contract Renewal for Sanitary Sewer Service between the Cities of Johnson, Arkansas and Fayetteville, Arkansas.

BACKGROUND:

The City of Fayetteville owns and operates sewer collection systems within portions of the corporate city limits of Johnson, Arkansas. The sewer system includes approximately 1.2 miles of public sewer main, along with associated service connections, manholes, and related infrastructure.

The most recent agreement for sewer services was established on July 6th, 2010 and is set to expire after 15 years. City of Fayetteville Resolution 119-10 memorialized this agreement.

DISCUSSION:

Fayetteville has long accepted and treated wastewater from Johnson customers under the terms of the existing contract, which Johnson has honored fully.

Renewing the sewer service contract for another 15-year term serves the best interests of both cities and their residents. No adjustments have been made to the original 2010 contract language.

The renewed agreement will be effective until 2040 unless terminated per the contract terms.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: 3. Staff Review Form, 4. Proposed Contract



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1248

A RESOLUTION TO RENEW AND EXTEND THE CONTRACT FOR SANITARY SEWER SERVICE BETWEEN THE CITIES OF JOHNSON AND FAYETTEVILLE, ARKANSAS

WHEREAS, fifteen years ago the cities of Johnson and Fayetteville, Arkansas agreed to a fifteen (15) year Sanitary Sewer Service Contract; and

WHEREAS, both cities have faithfully performed all contractual requirements for the last fifteen (15) years and now desire to renew and extend this contract under the same terms and conditions.

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 agrees to extend the 2010 fifteen year contract for Sanitary Sewer Service Contract between the cities of Johnson, Arkansas and Fayetteville, Arkansas for an additional fifteen (15) years under the same terms and conditions and authorizes Mayor Rawn to execute this fifteen (15) year Sanitary Service Service contract extension.

City of Fayetteville Staff Review Form

2025-1248

Item ID

8/5/2025

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

Tim Nyander

7/15/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of a Contract Renewal for Sanitary Sewer Service between the Cities of Johnson, Arkansas and Fayetteville, Arkansas.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 119-10

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**CONTRACT TO EXTEND THE 2010 CONTRACT FOR SANITARY SEWER
SERVICES BETWEEN THE CITIES OF JOHNSON, ARKANSAS AND
FAYETTEVILLE, ARKANSAS**

This renewal contract is made and entered into this _____ day of August, 2025, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as "Fayetteville," and the City of Johnson, Arkansas, a municipal corporation, hereinafter referred to as "Johnson."

WHEREAS, Fayetteville owns and operates a public sewerage system consisting of gravity mains, sewage lift stations and force mains, some of which are located within the corporate limits of the City of Johnson, Arkansas, and wastewater treatment facilities with sufficient capacity to treat current and foreseeable sewage flows generated in its corporate city limits as well as future sewage flows from Johnson, and other out-of-town customers; and

WHEREAS, Fayetteville has provided sewer service to customers in Johnson for many years and has provided service to Johnson customers through the Sanitary Sewer Services contract with Johnson for the last fifteen years ; and

WHEREAS, Johnson and Fayetteville desire to renew their agreement whereby Fayetteville will provide access on an individual basis to its sewer mains for customers in the City of Johnson who are within Fayetteville's water service area; and

WHEREAS, all new customers of the Fayetteville public sewage and treatment system are responsible to pay the system wide sewer impact fee to ensure new development that increases demand upon the wastewater system will bear its proportionate share of necessary improvements caused by increasing demand; and

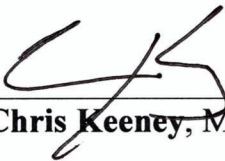
WHEREAS, it is to the mutual advantage of Johnson and Fayetteville and their citizens to renew this contract for Fayetteville to own, operate and maintain a public sewerage system within Fayetteville's water service areas of the City of Johnson freely utilizing street and alley rights of way and easements to provide sewer service to Johnson citizens and thereby protecting the public health and maintaining the quality of life desired by citizens of Johnson.

NOW THEREFORE, the City of Johnson and the City of Fayetteville mutually agree that it is in the best interests of both cities, their citizens and businesses to extend the 2010 contract for Sanitary Sewer Service between the cities of Johnson and Fayetteville for an additional fifteen (15) year period under the identical terms and conditions of the original 2010 contract.

This fifteen (15) year renewal of the Sanitary Sewer Services contract shall be effective upon both cities' City Councils' approval by Resolution of this fifteen (15) year extension and the execution of this contract extension by both Mayors.

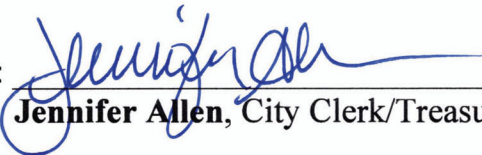
IN WITNESS WHEREOF, the Mayor and City Recorder/Treasurer of the City of Johnson, Arkansas, by authority of a resolution adopted by the City Council of the City of Johnson, Arkansas and the Mayor and City Clerk/Treasurer of the City of Fayetteville, Arkansas, by the authority of a resolution adopted by the City Council of the City of Fayetteville, Arkansas, have hereunto set their hands and caused the corporate seals to be affixed to this contract to show their complete agreement with all terms and conditions of this contract by signing below:

CITY OF JOHNSON

By: _____
Chris Keeney, Mayor

Date: 7-15-25

Attest:

By: _____
Jennifer Allen, City Clerk/Treasurer

CITY OF FAYETTEVILLE

By: _____
Molly Rawn, Mayor

Date:

Attest:

By: _____
Kara Paxton, City Clerk/Treasurer



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

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

FROM: Zach Foster, Park Planner II

SUBJECT: A resolution approving a lease contract with Packaging Specialties, Inc

RECOMMENDATION:

A resolution approving a lease contract with Packaging Specialties, Inc. for approximately 12,500 square feet along the northern boundary of Parcel #765-19971-000 in White River Park.

BACKGROUND:

Packaging Specialties, Inc. (PSI) contacted the Parks, Natural Resources and Cultural Affairs Department to request permission to construct an access road that would cross into park property. While the access road would primarily serve PSI, its proposed alignment located within the boundaries of White River Park does benefit park use. Park staff met with PSI to explore ways the company could offset the impact to public land if the lease were approved.

DISCUSSION:

PSI has agreed to enter into a twenty-year lease that will automatically renew in five-year increments unless either party provides written notice to terminate. Under the terms of the lease, PSI must meet several conditions. The access road must remain open to the public, including for potential future trail use, and its final design is subject to approval by the City. As compensation for the use of park land, PSI has committed to constructing several park amenities within White River Park. These improvements include accessible parking spaces, sidewalks, a pergola with a picnic table, and other related park features. Parks staff believes these improvements provide adequate public benefit to justify PSI's limited use of park property.

BUDGET/STAFF IMPACT:

Parks staff will be responsible for reviewing drawing submittals and coordinating final design approvals.

ATTACHMENTS: 3. Staff Review Form, 4. Packaging Specialties Inc. Lease - Portion of White River Park for Access Drive, 5. Exhibit A, 6. Exhibit B



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1251

A RESOLUTION TO APPROVE A TWENTY-YEAR LEASE AGREEMENT WITH PACKAGING SPECIALTIES, INC. FOR APPROXIMATELY 12,500 SQUARE FEET ALONG THE NORTHERN BOUNDARY OF WHITE RIVER PARK WHICH WILL ALLOW FOR THE CONSTRUCTION OF A FIRE ACCESS ROAD AND PARK AMENITIES, WITH AUTOMATIC RENEWALS IN INCREMENTS OF FIVE YEARS

WHEREAS, Packaging Specialties, Inc (PSI) contacted the Parks, Natural Resources and Cultural Affairs Department to request permission to construct an access road that would cross into park property; and

WHEREAS, while the access road would primarily serve PSI, its proposed alignment located within the boundaries of White River Park does benefit park use by allowing for public access and future trail construction; and

WHEREAS, as compensation for the use of park land, PSI has committed to constructing several park amenities within White River Park as shown in Exhibit B to the lease agreement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a twenty-year lease agreement with Packaging Specialties, Inc. for approximately 12,500 square feet along the northern boundary of Parcel #765-19971-00 in White River Park, which will allow for the construction of a fire access road and park amenities, with automatic renewals in increments of five years.

City of Fayetteville Staff Review Form

2025-1251

Item ID

8/5/2025

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

Zach Foster

7/15/2025

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a lease contract with Packaging Specialties, Inc. for approximately 12,500 square feet along the northern boundary of Parcel #765-19971-000 in White River Park.

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:

LEASE

This Lease Agreement is entered into this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas ("City") and Packaging Specialties, Inc. ("PSI").

WITNESSETH:

1. **LEASED PREMISES.** For and in consideration of the lease, covenants and agreements herein entered into and agreed upon by PSI as obligations to the City of Fayetteville, the City of Fayetteville leases to PSI, subject to the terms and conditions contained herein, a portion of land approximately 12,500 square feet along the northern boundary of Parcel #765-19971-000 in White River Park (the "Leased Premises") as shown in the map attached as Exhibit A and incorporated herein. PSI agrees to abide by and faithfully perform all of the covenants, terms, and conditions stated below.

2. **TERM.** This lease shall have an initial term of twenty (20) years commencing on the date this Agreement is signed by the Mayor. It will renew automatically in increments of five (5) years, unless either party issues a written notice to end the lease.

3. **CONSIDERATION; RIGHTS AND RESPONSIBILITIES OF PSI.** PSI agrees to furnish to the City of Fayetteville as the rental consideration for this Leased Premises, the following valuable services and actions:

- (A) PSI shall construct an access road upon the Leased Premises subject to the following requirements.
 - (1) Design and Approval: PSI shall submit detailed plans for the access road to the City for review and approval prior to construction.
 - (2) Public Access: The gravel and concrete access road shall remain accessible for public use, including emergency services and as a possible trail in the future; however, PSI shall not be liable for any claims, injuries, or damages resulting from the use of the access road by members of the public, including pedestrians, cyclists, or unauthorized vehicles. The City shall be responsible for signage, policing, and risk mitigation related to such public use.
 - (3) Maintenance: PSI shall be responsible for the ongoing maintenance and repair of the access road.
- (B) PSI shall have the right to use the Leased Premises for fire access, construction, and to conduct its business operations subject to the terms and conditions in this Agreement.
- (C) PSI shall construct park facilities including accessible parking, sidewalks, pergola, a picnic table, and related park features within White River Park, as detailed in Exhibit B.

- (D) PSI shall coordinate with the City's designated project manager to ensure compliance with City standards and minimize environmental impact during construction of the road and park facilities.
- (E) PSI shall obtain all necessary permits and approvals prior to commencing construction.
- (F) PSI shall ensure its employees, visitors, and any related associates do not impede City streets, easements, park access, and park parking spaces from public use.
- (G) PSI shall be responsible for keeping the grass within the leased premises mowed and in a satisfactory condition and the premises shall at all times be maintained in a neat and orderly condition similar in fashion to the care of their business campus.
- (H) All park construction shall be substantially completed and approved by the City before PSI can utilize the new access drive for its intended purposes.

4. **ALTERATION OF IMPROVEMENTS.** Any alteration of the improvements within the Leased Premises must be approved by the Mayor prior to such alteration.

5. **RIGHTS RESPONSIBILITIES OF THE CITY.** The City shall have the following rights and responsibilities:

- (A) The City shall not charge PSI an annual fee for use of the leased premises due to the mutually beneficial construction and maintenance of park facilities.
- (B) The City shall have the right to continue conducting City-sponsored events at White River Park, which may include the Leased Premises.
- (C) Upon approval acceptance by the City of the new park facilities to be constructed pursuant to this Agreement, the City shall be responsible for maintaining the park facilities.
- (D) The City may construct trail facilities upon the Leased Premises but will do so in a manner that does not restrict PSI's use of the access drive on the Leased Premises.
- (E) Security and Trespass Enforcement. The City acknowledges that White River Park is open to the public and may attract loiterers or other unauthorized individuals. The City shall retain responsibility for ensuring public safety and removing unauthorized individuals, trespassers, or loiterers from the Leased Premises and adjacent areas upon PSI's reasonable request. PSI shall not be responsible for law enforcement, security patrols, or removal of unauthorized persons beyond the ordinary scope of a commercial tenant's control.

6. **SIGNS AND ADVERTISING.** No sign, picture, advertisement, or notice shall be displayed on any part of the Leased Premises visible to the public without the previous written consent of the City of Fayetteville.

7. **LIMITED RIGHT OF ASSIGNMENT AND SUCCESSION.** This Lease agreement shall inure to the benefit of and be binding upon PSI and the City of Fayetteville. If PSI wishes to assign this Lease, it must notify the Mayor's Office in writing at least 30 days before such assignment is anticipated with the name of the proposed assignee. Unless the City Council objects by passing a Resolution forbidding such assignment within 30 days after proper notice, PSI may assign this lease if the assignee has agreed in writing to honor all the terms of this Lease.

8. **TAXES.** PSI shall pay any and all ad valorem taxes or special improvement district taxes levied and assessed against the Leased Premises and the improvements located thereon during the term of this lease. Failure to properly and timely pay any applicable tax would constitute a material breach of this Lease and justify the City of Fayetteville's termination of this Lease for cause.

9. **COMPLIANCE WITH LAWS.** PSI agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. **INSURANCE ON LEASED PREMISES.** PSI shall be responsible for maintaining appropriate insurance coverage on the Leased Premises, including commercial general liability insurance during the full term of this Lease, with coverage of not less than \$1,000,000 per occurrence and naming the City as an additional insured. The City of Fayetteville makes no warranty that this area is fit for any purposes to which Packaging Specialties, Inc may use it and shall not be liable for any injuries or damage which might occur upon the Leased premises related to PSI operations. PSI shall not be liable for any injuries to unauthorized individuals, including trespassers or members of the general public not affiliated with PSI, unless such injury is directly caused by PSI's gross negligence or willful misconduct. The City shall remain responsible for addressing and removing unauthorized individuals, trespassers, or loiterers within the public park area or adjacent property not under PSI's control.

11. **INSURANCE ON CONSTRUCTED FACILITIES.** PSI shall maintain comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, naming the City as an additional insured during construction. Proof of insurance shall be provided to the City prior to commencement of any work. Following completion of construction and acceptance of the park facilities by the City, the City shall assume all responsibility related to the use, condition, and maintenance of such park improvements. PSI shall not be liable for any injury or damage occurring within the constructed park area, except to the extent such injury or damage was caused by PSI's gross negligence or willful misconduct.

12. **RIGHT OF INSPECTION.** The City of Fayetteville shall have the right, in person or through the City of Fayetteville's duly authorized representative, at all reasonable times to inspect the Leased Premises.

13. ACCEPTANCE OF LEASED PREMISES. PSI acknowledges that it has inspected the Leased Premises and determined them adequate for its intended uses. PSI accepts the Leased Premises in its current condition.

14. RETURN OF LEASED PREMISES. At the end of the term of this Lease, or upon any other earlier termination, PSI agrees promptly and peaceably to restore possession of the Leased Premises to the City of Fayetteville in as good condition as they were when delivered to PSI, ordinary wear and tear excepted.

15. NOTICES. Any notice to PSI called for or permitted under the terms of this Lease shall be given in writing and sent by certified mail to Packaging Specialties, Inc. at 3862 East Chadwick Drive, Fayetteville, Arkansas 72702 and to the City of Fayetteville at 113 W. Mountain St., ATTN: Mayor's Office, Fayetteville, AR 72701.

16. WASTE. PSI agrees not to commit waste, nor permit waste to result or to be done to or upon the Leased Premises, nor to store or permit to be stored thereon any explosives, combustible substances or dangerous materials; nor to operate or permit to exist thereon any public or private nuisance.

17. RIGHT TO CURE. If PSI shall default in any of the covenants, agreements, conditions, or undertakings herein contained to be kept, observed and performed by PSI, the City of Fayetteville shall give notice of such default in writing to PSI and PSI shall have thirty (30) days from and after the giving of such notice to eliminate and/or cure the cause of such default. If said default is eliminated or cured with the aforementioned thirty (30) days, PSI shall not be considered in default or in breach of this lease.

18. SEVERABILITY. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

19. INTERPRETATION AND VENUE. This Lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas with proper jurisdiction and venue in Washington County, Arkansas.

20. ENTIRE AGREEMENT. This Lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto.

21. NON-WAIVER PROVISION. The failure of the City of Fayetteville or PSI to insist upon the strict and literal performance of any agreement, term or condition herein or to exercise any option retained or granted by reason of a default by PSI shall not constitute a waiver of the City of Fayetteville's right thereafter to insist upon and enforce full performance of such conditions and agreements.

22. INDEMNIFICATION. PSI agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, damages, or liabilities arising out of or related to PSI's activities under this Lease agreement.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas by Mayor Molly Rawn and Packaging Specialties, Inc., by and through its Authorized Representative Brent Culp, have hereunto set their hands and seals and have caused their names to be hereunto affixed by the undersigned officers who are duly authorized to act.

PACKAGING SPECIALTIES, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Brent Culp
Name: Brent Culp
Title: Controller

By: _____
MOLLY RAWN, Mayor

Date signed: 7/1/2025

Date signed: _____

Witness: Kimberly Sweets
Name: Kimberly Sweets
Title: A/P

Attest: _____
KARA PAXTON, City Clerk-Treasurer

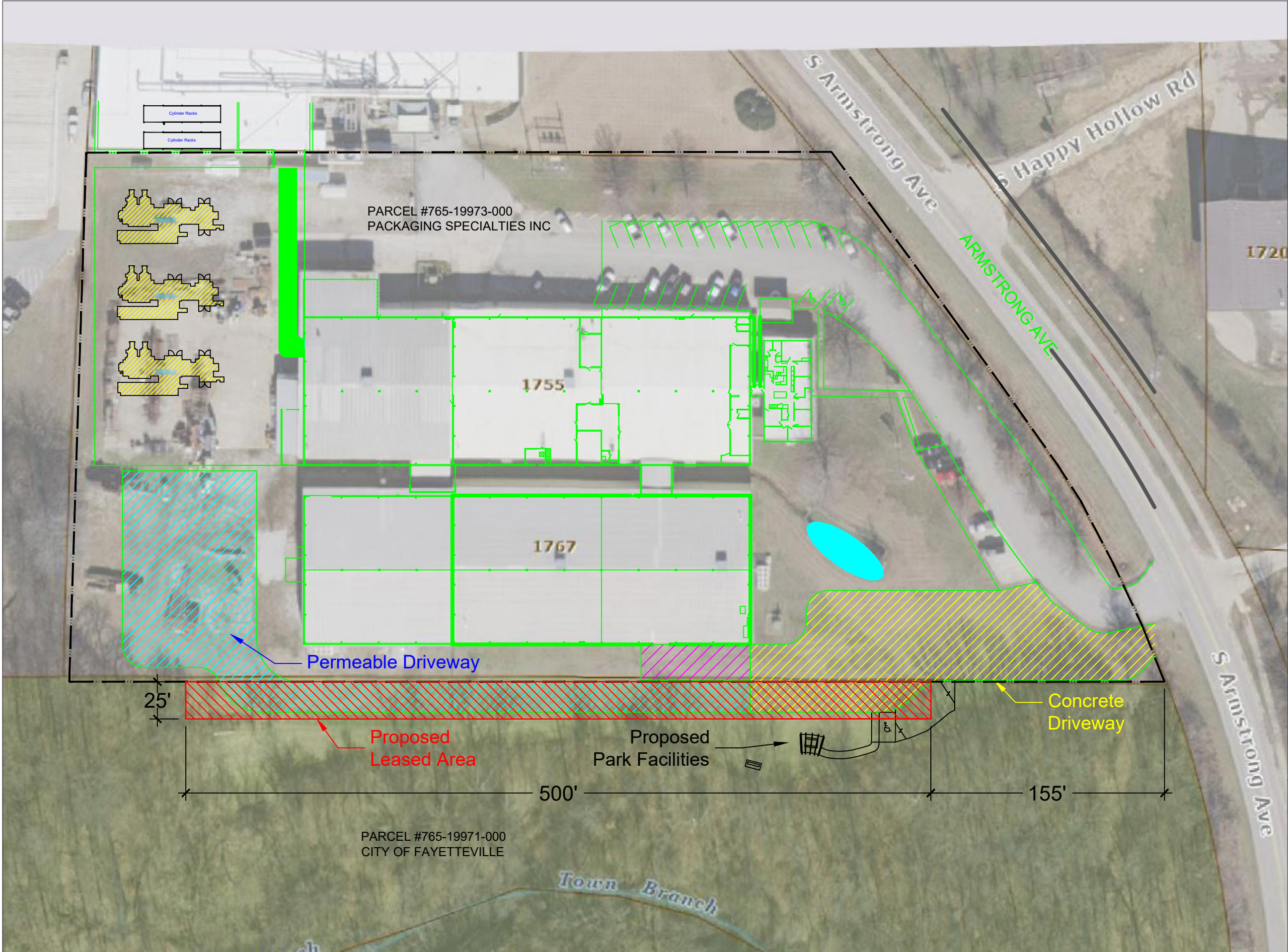


EXHIBIT A

**Proposed
Lease Area**

Conceptual Drawing

Packaging Specialties Inc.
1663 S Armstrong Ave,
Fayetteville, AR 72701
(479) 521-2580

Created By: Chelsea
Kennedy

Updated By: Zach Foster

Scale: 1/16" = 1'-0"

Date Drawn:
October 1st, 2014

Date Updated:
May 13, 2025



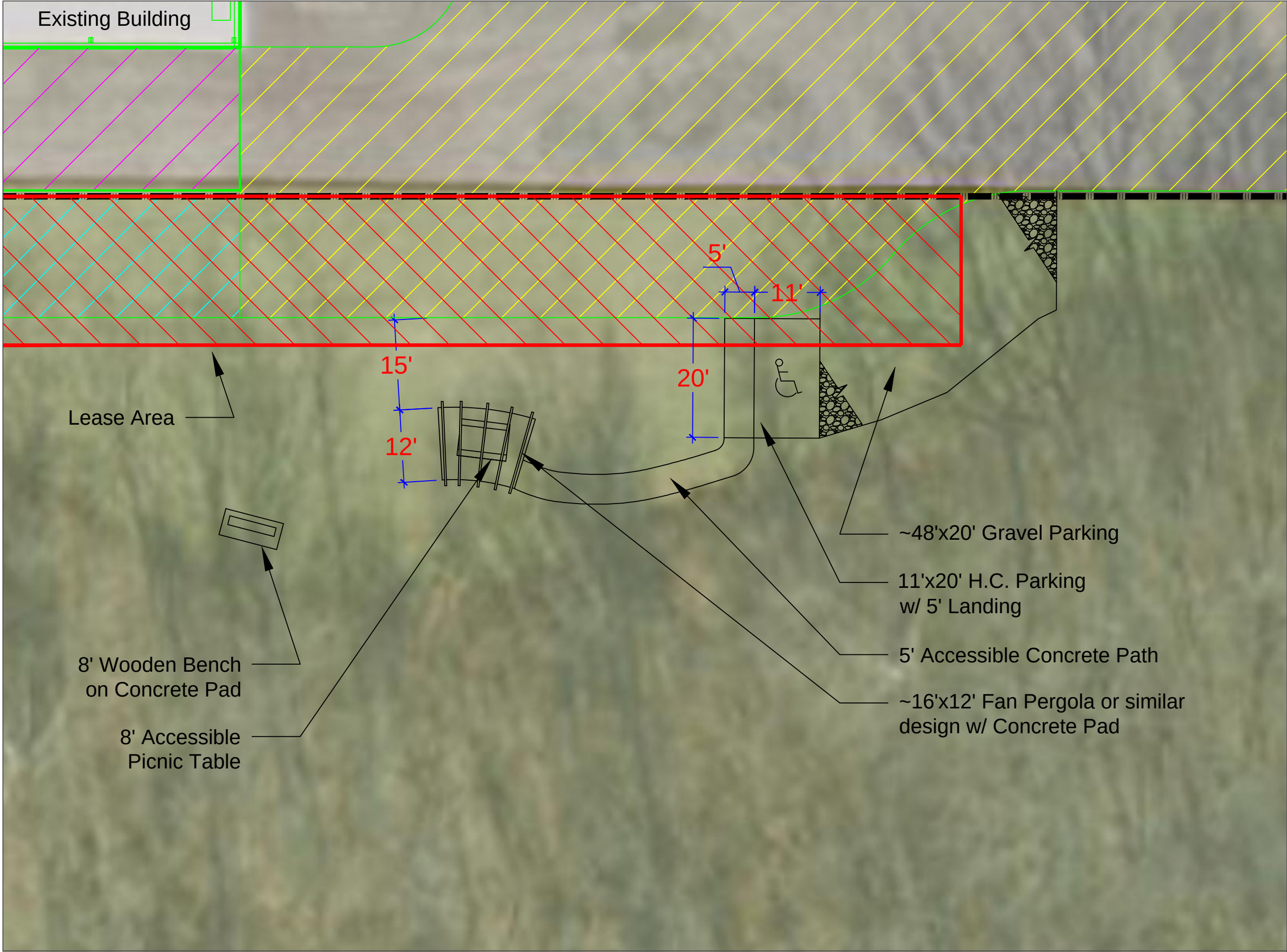


EXHIBIT B

Proposed Park Facilities Conceptual Drawing

Packaging Specialties Inc.
1663 S Armstrong Ave,
Fayetteville, AR 72701
(479) 521-2580

Created By: Chelsea
Kennedy

Updated By: Zach Foster

Scale: 1/16" =1'-0"

Date Drawn:
October 1st, 2014

Date Updated:
May 13, 2025





MEETING OF JULY 29, 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 Ground Lease - Dawson Aero, LLC & Shannon Homes, LLC**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a ground lease with Dawson Aero, LLC & Shannon Homes, LLC for land located immediately north of the terminal to construct a 120' X 100' hangar.

BACKGROUND:

The area in question was improved via grant funds from the FAA and Arkansas Department of Aeronautics in 2007 to provide infrastructure for 4 corporate-style hangars.

DISCUSSION:

Dawson Aero, LLC & Shannon Homes, LLC will construct a 120' X 100' corporate hangar at Drake Field. This hangar will have the ability to house multiple corporate-sized aircraft.

BUDGET/STAFF IMPACT:

Dawson Aero, LLC and Shannon Homes, LLC will pay \$4,200 per year for thirty (30) years, with three renewal options.

ATTACHMENTS: 3. Staff Review Form, 4. Ground Lease Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1255

A RESOLUTION TO APPROVE A THIRTY-YEAR GROUND LEASE AGREEMENT WITH DAWSON AERO, LLC AND SHANNON HOMES, LLC, FOR AIRPORT PROPERTY LOCATED IMMEDIATELY NORTH OF THE TERMINAL BUILDING FOR THE CONSTRUCTION OF A 120' X 100' HANGAR, WITH AN OPTION TO EXTEND THE GROUND LEASE FOR UP TO THREE ADDITIONAL FIVE YEAR PERIODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a thirty-year ground lease agreement, a copy of which is attached to this Resolution, with Dawson Aero, LLC and Shannon Homes, LLC at a rate of \$4,200.00 per year for airport property located immediately North of the terminal for the construction of a 120' x 100' hangar, with an option to extend the ground lease for up to three periods of five years.

City of Fayetteville Staff Review Form

2025-1255

Item ID

8/5/2025

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

Jared Rabren

7/16/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a ground lease with Dawson Aero, LLC & Shannon Homes, LLC for land located immediately north of the terminal to construct a 120' X 100' hangar.

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:

Ground Lease Agreement
between The City of Fayetteville, Arkansas
And
Dawson Aero, LLC & Shannon Homes, LLC

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas ("CITY") and Dawson Aero, LLC & Shannon Homes, LLC ("LESSEES") for the use of space for the construction of an aircraft hangar and associated aprons and taxi lanes as described below.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by LESSEES as obligations to the CITY, the CITY lets, leases and demises unto LESSEES, subject to the terms and conditions contained herein, the following described property (the Leased Premises") situated in Washington, County, Arkansas:

A certain tract of land located immediately north of the Drake Field Terminal building for construction of a 120' x 100' hangar as shown in Exhibit A labeled LA24-001.

2. **Term.** The initial term is for thirty (30) years beginning on , 2025, and ending , 2055 unless otherwise terminated, canceled or extended as set forth hereinbelow. Failure to obtain a certificate of occupancy for the proposed 120' x 100' hangar within two years of the effective date of this agreement as provided in this paragraph shall be an automatic cancellation of this ground lease. The City is in the process of completing a property line adjustment at the Airport. This process will not prevent Lessees from moving forward with permitting and construction, but a certificate of occupancy cannot be issued until the property line adjustment is completed. The City will make its best effort to complete the property line adjustment by the time grading and/or building permits are issued to the Lessees.

3. **Option to Extend.** LESSEES shall have the option to extend the term of this lease for up to three (3) periods of five (5) years if LESSEES have satisfied the following conditions:

- a. LESSEES have complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to LESSEES, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.
- b. Notice of LESSEES' request to renew has been made and presented in writing to the City at least one hundred twenty (120) days prior to the expiration of the initial term or renewal term.

4. **Rent.** For the initial thirty year term of this lease, LESSEES agree to pay to CITY an annual ground rental rate of thirty-five cents (\$0.35) per square foot of total leased ground space. Annual rent due for this period of time is FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200). If LESSEES exercise their option to renew, rent shall be:

- a. For the first five year renewal period, annual rent due shall be \$5,250.00
- b. For the second five year renewal period, annual rent due shall be \$6,562.50
- c. For the third five year renewal period, annual rent due shall be \$8,203.13

The initial rental payment shall be due within ten calendar days of the effective date of this lease agreement, which shall be the date of execution by the Mayor. Rental payments thereafter shall be paid in advance in yearly installments on the anniversary date of this agreement or any renewal period.

A delinquency charge shall be imposed on payments not received by the close of business on the tenth (10th) day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. Payments shall be delivered or mailed to: City of Fayetteville, 4500 S School Ave Ste. F, Fayetteville, Arkansas 72701.

4. **Use.** LESSEES agree to use the leased premises only as an aircraft hangar and any other related lawful purposes.

- a. **Flammable Material:** LESSEES agree not to store any flammable material on the leased premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar.
- b. **Hazardous Substances.** LESSEES shall not cause or permit any hazardous substances to be used or stored on or in the leased premises without first obtaining CITY's written consent. If hazardous substances are used, stored, generated, or disposed of on or in the leased premises or if the leased premises or any other airport property become contaminated in any manner for which LESSEES are responsible or legally liable, LESSEES shall indemnify and hold harmless CITY from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the leased premises or damages caused by loss or restriction of rentable or usable space as part of the leased premises) arising during or after the term hereof and arising as a result of that contamination by LESSEES, LESSEE'S agents, employees or invitees. This indemnification includes, without limitation, any costs incurred because of any investigation of the airport or any cleanup removal or restoration mandated by a federal, state, or local agency or political subdivision.
- c. LESSEES shall not start or operate aircraft engines within the facility to be constructed on the leased premises and shall not allow such operations by any other person.

5. **Use of the Airport.** LESSEES are granted the use, in common, without charge, with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, floodlights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

LESSEES agree to observe and obey the CITY's ordinances and regulations with respect to use of the leased premises and airport as well as all applicable county, state or federal regulations or laws. LESSEES agree to abide by "The Minimum Standards for the Fayetteville Municipal Airport Drake Field".

6. **Repairs, Maintenance and Appearance.** LESSEES shall at all times during the term of this agreement, at their expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not due to wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. LESSEES acknowledge that they are responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. LESSEES shall at all times maintain the leased premises in a clean, orderly, and attractive condition and will not allow the accumulation of rubbish, trash, refuse or any other unsightly condition or fire hazard on the leased premises. LESSEES shall be responsible for all janitorial services and trash removal from the leased premises.

In the event LESSEES fail to repair or maintain the leased premises as required, CITY may enter the leased premises for the purpose of making such repairs necessary to maintain the structural integrity of the hangar or to perform any maintenance required to keep the leased premises in a clean, orderly and attractive condition. LESSEES shall be liable for any costs incurred by the CITY in the event CITY exercises its authority due to LESSEE'S Failure to make necessary repairs or perform other required maintenance work.

7. **Alterations and Improvements.** Following issuance of a final certificate of occupancy for the hangar and office space to be constructed on the leased premises, LESSEES shall have prior written consent from the CITY, meeting all CITY requirements, to make any alterations, additions and improvements LESSEES deem necessary and desirable to the interior of the leased premises. LESSEES shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without the CITY's written consent. LESSEES acknowledge and agree that all such alterations, additions, attachments and improvements including, but not limited to, paneling, partitions, railings, floors, ceilings and the like, shall become the property of the CITY upon the termination of this agreement.

8. **Insurance.** LESSEES shall obtain and maintain sufficient insurance coverage for the repair or replacement of the leased premises and any adjacent improvements, with an insurance company licensed to do business in the State of Arkansas, naming the CITY as an Additional Insured on the policy. LESSEES shall provide the Airport Director with a valid certificate of insurance at all times during the term of this agreement. LESSEES acknowledge that it is their responsibility to maintain insurance on any personal property on the leased premises.

9. **Sub-Leasing and Assignment.** LESSEES shall not assign this lease or sublet the Leased Premises without prior written consent of the CITY of Fayetteville which consent shall not be unreasonably withheld, conditioned or delayed. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 4 above. Any such assignment or

subletting shall in no way relieve LESSEES from liability for the obligations imposed by this lease. LESSEES may only be released from liability by a specific written release executed by the CITY.

10. **Events of Default.** The following shall be Events of Default under this agreement:

- a. LESSEES shall fail to pay when due and owing any rent and such nonpayment continues for twenty days after written notice by the CITY;
- b. LESSEES voluntarily abandon, desert or vacate the leased premises;
- c. LESSEES fail to comply with the insurance requirements set forth above;
- d. LESSEES fail to observe or perform any other obligation under the terms of this agreement and such failure is unremedied for twenty (20) days after the CITY has provided written notice specifying such default. CITY may, but is not required to, grant LESSEES such additional time as is reasonably required to correct any such default if LESSEES have instituted corrective action and are diligently pursuing the same; or
- e. LESSEES fail to provide and maintain any security assurances required under the terms of this agreement.

11. **Remedies Upon Default.** Whenever an Event of Default shall occur, and at its exclusive option, CITY may deliver to LESSEES written notice of termination specifying the date upon which the agreement shall terminate. In the event of termination, LESSEES rights to possession of the leased premises shall immediately cease. CITY may reenter and take possession of the leased premises and LESSEES shall surrender possession. Upon termination, LESSEES shall be liable to CITY for payment of:

- a. All rents and sums accrued through the date of termination.
- b. The reasonable costs incurred by CITY to re-let the leased premises, or any portion thereof; and
- c. The reasonable cost incurred by CITY to restore the leased premises or any portion thereof to the condition in which they were originally leased, ordinary wear and tear excepted, it being understood that the leased premises have been improved pursuant to a Certificate of Occupancy; and
- d. Reasonable attorney's fees and costs related to the termination of the lease agreement including those incurred through the judicial process if LESSEES fail to vacate.

All rental payments received by CITY from re-letting the leased premises after termination of this agreement shall be credited against the LESSEES' Outstanding Rental Balance. The acceptance by CITY of any rent payments by LESSEES after termination of this agreement shall not be considered a reinstatement or waiver of any other remedies available to CITY.

CITY may also pursue any other available right or remedy available to it in the event of default.

12. **Joint and Several Liability of Lessees.** LESSEES acknowledge that they are jointly and severally liable for the obligations imposed on them by this agreement

13. **Expiration or Termination.** LESSEES hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its personal property from the leased premises immediately. All property installed, erected or placed by LESSEES in, on, or about the leased premises shall be deemed to remain the property of CITY.

14. **Closure of Airport.** In the event that the Fayetteville Municipal Airport facility and property are no longer used by the CITY for aviation purposes, LESSEES may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law.

15. **Taxes.** LESSEES shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

16. **Indemnity.** LESSEES agree to indemnify the CITY against any liability for injuries to persons or damage to property caused by LESSEE'S gross negligent use or occupancy of the leased premises; provided, however, that LESSEES shall not be liable for any personal injury, damage or loss occasioned by the negligence of the CITY or its agents or employees, and provided further that each party shall give prompt and timely notice of any claim made or suit instituted which may in any way directly or indirectly affect either party. Each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity granted to the CITY under Arkansas law.

17. **Non-Waiver.** It is agreed that the failure of CITY to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by LESSEES under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the CITY from invoking such remedies in the event of any future breach or default.

18. **Notices.** Any notice or consent required by this agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following addresses:

LESSEES

Dawson Aero, LLC
5377 Lear Creek Blvd.
Fayetteville, AR 72704

Shannon Homes, LTD.,
A Limited Liability Company
17663 Highway 412 East
Springdale, AR 72764

CITY

City of Fayetteville
ATTN: Airport Manager
4500 S School Ave. Ste. F
Fayetteville, Arkansas 72701

With a copy to:
S. Richard Levin
c/o Hall Estill Attorneys
75 N. East Avenue, Suite 500
Fayetteville, AR 72701

19. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

20. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

21. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

22. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Fuel Discount.** CITY agrees to make any corporate fuel discount program it adopts available to the Lessees.

LESSEES:

DAWSON AERO, LLC

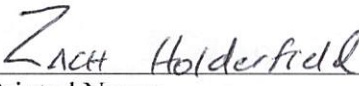
By: 
CHARLES DAWSON, Owner/Manager

LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS,

By: _____
MOLLY RAWN, Mayor

WITNESS:


Printed Name:

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

SHANNON HOMES, LTD

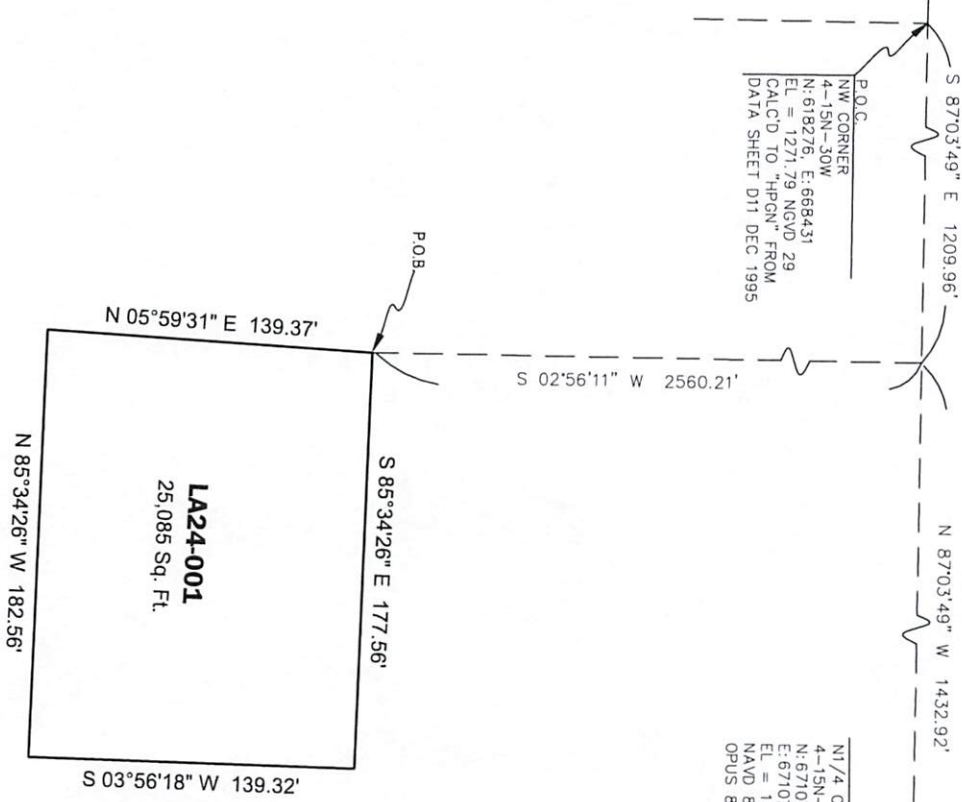
By:


NAME, Title KAEDON STEINERT, MANAGER

WITNESS:

KAEDON STEINERT
Printed Name:

EXHIBIT A



VICINITY MAP

Part of the Western half of Section Four (4), Township Fifteen North (15N), Range 30 West (30W), Fifth (5th) Principal Meridian, Washington County, Arkansas being more described as follows:
 Commencing at the Northwest corner of said Section thence:
 South 87°03'49" East 1209.96 feet to a point; thence South 02°56'11" West 2560.21 feet to the Point of Beginning
 thence South 85°34'26" East 177.56 feet to a point;
 thence South 03°56'18" West 139.32 feet to a point;
 thence North 85°34'26" West 182.56 feet to a point;
 thence North 03°59'31" East 139.37 feet to the point of beginning, having an area of 25,085 square feet, more or less.

CERTIFICATION
 THIS IS TO CERTIFY that the plat herein is a true representation of the above described land and that the same has been surveyed and made on the ground the boundaries and corners as shown and that there are no encroachments or provisions except as shown herein.



MEETING OF JULY 29, 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 Ground Lease - Dawson Aero, LLC**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a ground lease with Dawson Aero, LLC for land located immediately north of the terminal to construct a 120' X 100' hangar.

BACKGROUND:

The area in question was improved via grant funds from the FAA and Arkansas Department of Aeronautics in 2007 to provide infrastructure for 4 corporate-style hangars.

DISCUSSION:

Dawson Aero, LLC will construct a 120' X 100' corporate hangar at Drake Field. This hangar will have the ability to house multiple corporate-sized aircraft.

BUDGET/STAFF IMPACT:

Dawson Aero, LLC will pay \$4,200 per year for thirty (30) years, with three renewal options.

ATTACHMENTS: 3. Staff Review Form, 4. Lease Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1254

A RESOLUTION TO APPROVE A THIRTY-YEAR GROUND LEASE AGREEMENT WITH DAWSON AERO, LLC, FOR AIRPORT PROPERTY LOCATED IMMEDIATELY NORTH OF THE TERMINAL BUILDING FOR THE CONSTRUCTION OF A 120' X 100' HANGAR, WITH AN OPTION TO EXTEND THE GROUND LEASE FOR UP TO THREE ADDITIONAL FIVE YEAR PERIODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a thirty-year ground lease agreement, a copy of which is attached to this Resolution, with Dawson Aero, LLC at a rate of \$4,200.00 per year for airport property located immediately North of the terminal for the construction of a 120' x 100' hangar, with an option to extend the ground lease for up to three periods of five years.

City of Fayetteville Staff Review Form

2025-1254

Item ID

8/5/2025

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

Jared Rabren

7/16/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a ground lease with Dawson Aero, LLC for land located immediately north of the terminal to construct a 120' X 100' hangar.

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:

Ground Lease Agreement
between The City of Fayetteville, Arkansas
And
Dawson Aero, LLC

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas ("CITY") and Dawson Aero, LLC ("LESSEE") for the use of space for the construction of an aircraft hangar and associated aprons and taxi lanes as described below.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by LESSEE as obligations to the CITY, the CITY lets, leases and demises unto LESSEE, subject to the terms and conditions contained herein, the following described property (the Leased Premises") situated in Washington, County, Arkansas:

A certain tract of land located immediately north of the Drake Field Terminal building for construction of a 120' x 100' hangar as shown in Exhibit A labeled LA24-003.

2. **Term.** The initial term is for thirty (30) years beginning on _____, 2025, and ending _____, 2055 unless otherwise terminated, canceled or extended as set forth hereinbelow. Failure to obtain a certificate of occupancy for the proposed 120' x 100' hangar within two years of the effective date of this agreement as provided in this paragraph shall be an automatic cancellation of this ground lease. The City is in the process of completing a property line adjustment at the Airport. This process will not prevent LESSEE from moving forward with permitting and construction, but a certificate of occupancy cannot be issued until the property line adjustment is completed. The City will make its best effort to complete the property line adjustment by the time grading and/or building permits are issued to the LESSEE.

3. **Option to Extend.** LESSEE shall have the option to extend the term of this lease for up to three (3) periods of five (5) years if LESSEE has satisfied the following conditions:

- a. LESSEE has complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to LESSEE, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.
- b. Notice of LESSEE's request to renew has been made and presented in writing to the City at least one hundred twenty (120) days prior to the expiration of the initial term or renewal term.

4. **Rent.** For the initial thirty year term of this lease, LESSEE agrees to pay to CITY an annual ground rental rate of thirty-five cents (\$0.35) per square foot of total leased ground space. Annual rent due for this period of time is FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200). If LESSEE exercises its option to renew, rent shall be:

- a. For the first five year renewal period, annual rent due shall be \$5,250.00

- b. For the second five year renewal period, annual rent due shall be \$6,562.50
- c. For the third five year renewal period, annual rent due shall be \$8,203.13

The initial rental payment shall be due within ten calendar days of the effective date of this lease agreement, which shall be the date of execution by the Mayor. Rental payments thereafter shall be paid in advance in yearly installments on the anniversary date of this agreement or any renewal period.

A delinquency charge shall be imposed on payments not received by the close of business on the tenth (10th) day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. Payments shall be delivered or mailed to: City of Fayetteville, 4500 S School Ave Ste. F, Fayetteville, Arkansas 72701.

4. **Use.** LESSEE agrees to use the leased premises only as an aircraft hangar and any other related lawful purposes.

- a. **Flammable Material:** LESSEE agrees not to store any flammable material on the leased premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar.
- b. **Hazardous Substances.** LESSEE shall not cause or permit any hazardous substances to be used or stored on or in the leased premises without first obtaining CITY's written consent. If hazardous substances are used, stored, generated, or disposed of on or in the leased premises or if the leased premises or any other airport property become contaminated in any manner for which LESSEE are responsible or legally liable, LESSEE shall indemnify and hold harmless CITY from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the leased premises or damages caused by loss or restriction of rentable or usable space as part of the leased premises) arising during or after the term hereof and arising as a result of that contamination by LESSEE, LESSEE'S agents, employees or invitees. This indemnification includes, without limitation, any costs incurred because of any investigation of the airport or any cleanup removal or restoration mandated by a federal, state, or local agency or political subdivision.
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5. **Use of the Airport.** LESSEE is granted the use, in common, without charge, with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, floodlights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

LESSEE agrees to observe and obey the CITY's ordinances and regulations with respect to use of the leased premises and airport as well as all applicable county, state or federal regulations or laws. LESSEE agrees to abide by "The Minimum Standards for the Fayetteville Municipal Airport Drake Field".

6. **Repairs, Maintenance and Appearance.** LESSEE shall at all times during the term of this agreement, at their expense, keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not due to wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. LESSEE acknowledges that it is responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. LESSEE shall at all times maintain the leased premises in a clean, orderly, and attractive condition and will not allow the accumulation of rubbish, trash, refuse or any other unsightly condition or fire hazard on the leased premises. LESSEE shall be responsible for all janitorial services and trash removal from the leased premises.

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7. **Alterations and Improvements.** Following issuance of a final certificate of occupancy for the hangar and office space to be constructed on the leased premises, LESSEE shall have prior written consent from the CITY, meeting all CITY requirements, to make any alterations, additions and improvements LESSEE deems necessary and desirable to the interior of the leased premises. LESSEE shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without the CITY's written consent. LESSEE acknowledges and agrees that all such alterations, additions, attachments and improvements including, but not limited to, paneling, partitions, railings, floors, ceilings and the like, shall become the property of the CITY upon the termination of this agreement.

8. **Insurance.** LESSEE shall obtain and maintain sufficient insurance coverage for the repair or replacement of the leased premises and any adjacent improvements, with an insurance company licensed to do business in the State of Arkansas, naming the CITY as an Additional Insured on the policy. LESSEE shall provide the Airport Director with a valid certificate of insurance at all times during the term of this agreement. LESSEE acknowledges that it is its responsibility to maintain insurance on any personal property on the leased premises.

9. **Sub-Leasing and Assignment.** LESSEE shall not assign this lease or sublet the Leased Premises without prior written consent of the CITY of Fayetteville which consent shall not be unreasonably withheld, conditioned or delayed. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 4 above. Any such assignment or

subletting shall in no way relieve LESSEE from liability for the obligations imposed by this lease. LESSEE may only be released from liability by a specific written release executed by the CITY.

10. Events of Default. The following shall be Events of Default under this agreement:

- a. LESSEE shall fail to pay when due and owing any rent and such nonpayment continues for twenty days after written notice by the CITY;
- b. LESSEE voluntarily abandons, deserts or vacates the leased premises;
- c. LESSEE fails to comply with the insurance requirements set forth above;
- d. LESSEE fails to observe or perform any other obligation under the terms of this agreement and such failure is unremedied for twenty (20) days after the CITY has provided written notice specifying such default. CITY may, but is not required to, grant LESSEE such additional time as is reasonably required to correct any such default if LESSEE has instituted corrective action and are diligently pursuing the same; or
- e. LESSEE fails to provide and maintain any security assurances required under the terms of this agreement.

11. Remedies Upon Default. Whenever an Event of Default shall occur, and at its exclusive option, CITY may deliver to LESSEE written notice of termination specifying the date upon which the agreement shall terminate. In the event of termination, LESSEE's rights to possession of the leased premises shall immediately cease. CITY may reenter and take possession of the leased premises and LESSEE shall surrender possession. Upon termination, LESSEE shall be liable to CITY for payment of:

- a. All rents and sums accrued through the date of termination.
- b. The reasonable costs incurred by CITY to re-let the leased premises, or any portion thereof; and
- c. The reasonable cost incurred by CITY to restore the leased premises or any portion thereof to the condition in which they were originally leased, ordinary wear and tear excepted, it being understood that the leased premises have been improved pursuant to a Certificate of Occupancy; and
- d. Reasonable attorney's fees and costs related to the termination of the lease agreement including those incurred through the judicial process if LESSEE fails to vacate.

All rental payments received by CITY from re-letting the leased premises after termination of this agreement shall be credited against the LESSEE's Outstanding Rental Balance. The acceptance by CITY of any rent payments by LESSEE after termination of this agreement shall not be considered a reinstatement or waiver of any other remedies available to CITY.

CITY may also pursue any other available right or remedy available to it in the event of default.

12. **Joint and Several Liability of Lessee.** LESSEE acknowledges that, if there are other parties to the lease at any point in the future, all parties are jointly and severally liable for the obligations imposed on them by this agreement

13. **Expiration or Termination.** LESSEE hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its personal property from the leased premises immediately. All property installed, erected or placed by LESSEE in, on, or about the leased premises shall be deemed to remain the property of CITY.

14. **Closure of Airport.** In the event that the Fayetteville Municipal Airport facility and property are no longer used by the CITY for aviation purposes, LESSEE may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law.

15. **Taxes.** LESSEE shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

16. **Indemnity.** LESSEE agrees to indemnify the CITY against any liability for injuries to persons or damage to property caused by LESSEE's gross negligent use or occupancy of the leased premises; provided, however, that LESSEE shall not be liable for any personal injury, damage or loss occasioned by the negligence of the CITY or its agents or employees, and provided further that each party shall give prompt and timely notice of any claim made or suit instituted which may in any way directly or indirectly affect either party. Each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity granted to the CITY under Arkansas law.

17. **Non-Waiver.** It is agreed that the failure of CITY to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by LESSEE under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the CITY from invoking such remedies in the event of any future breach or default.

18. **Notices.** Any notice or consent required by this agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following addresses:

LESSEE

Dawson Aero, LLC
5377 Lear Creek Blvd.
Fayetteville, AR 72704

With a copy to:
S. Richard Levin
c/o Hall Estill Attorneys
75 N. East Avenue, Suite 500
Fayetteville, AR 72701

CITY

City of Fayetteville
ATTN: Airport Manager
4500 S School Ave. Ste. F
Fayetteville, Arkansas 72701

19. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

20. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

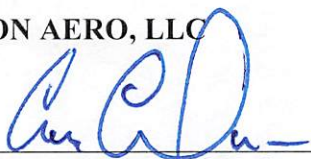
21. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

22. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Fuel Discount.** CITY agrees to make any corporate fuel discount program it adopts available to the LESSEE.

LESSEE:

DAWSON AERO, LLC

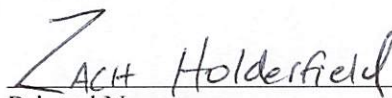
By: 
CHARLES DAWSON, Owner/Manager

LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS,

By: _____
MOLLY RAWN, Mayor

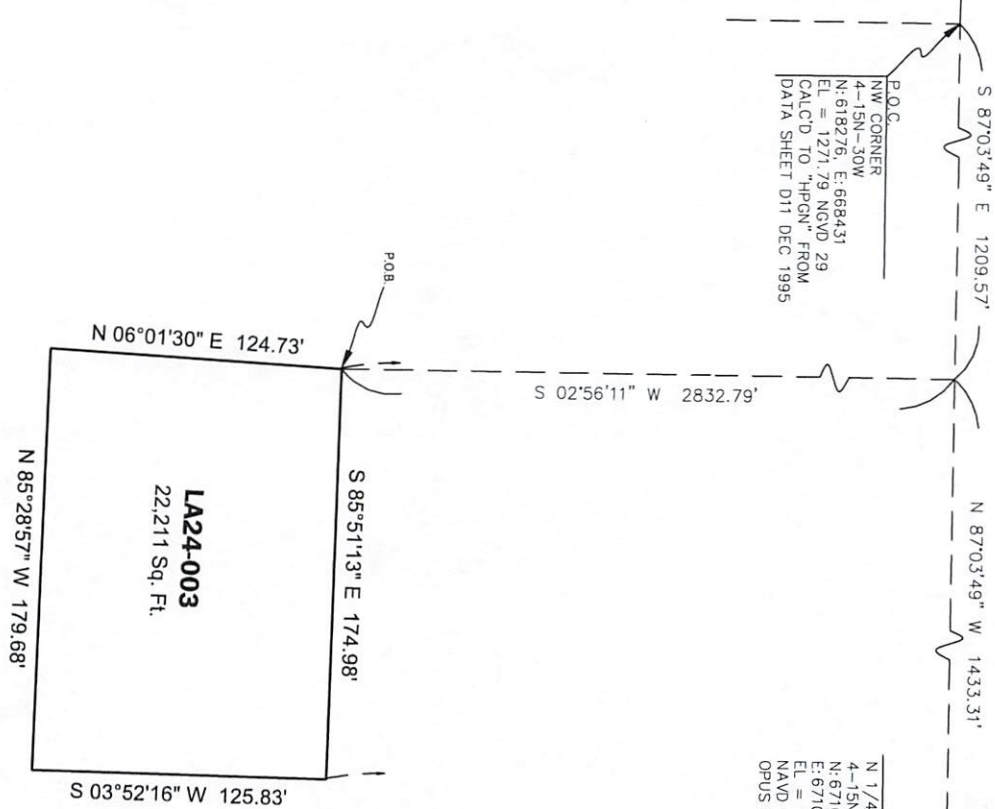
WITNESS:


Printed Name: _____

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

EXHIBIT A



Vicinity Map

Part of the Southwest Quarter (SW/4) of Section Four (4), Township Fifteen North (15N), Range 30 West (30W), Fifth (5th) Principal Meridian, Washington County, Arkansas being more described as follows:
 Commencing at the Northwest corner of said Section thence:
 South 87°03'49" East 1209.57 feet to a point; thence South 02°56'11" West 2832.79 feet to the Point of Beginning;
 thence South 85°51'13" East 174.98 feet to a point;
 thence South 03°52'16" West 125.83 feet to a point;
 thence North 85°28'57" West 179.68 feet to a point;
 thence North 06°01'30" East 124.73 feet to the point of Beginning, having an area of 22,211 square feet, more or less.

CERTIFICATION
 I, the undersigned, certify that the above is a true representation of the above described property as determined by survey and that I, David V. Doyle, P.L.S. #1514, have surveyed and marked on the ground the boundaries and corners as shown and that there are no encroachments or prohibitions except as shown herein.

Feb 26, 2024

3 of 4

April 15th 2024-07



CITY OF
 FAYETTEVILLE
 ARKANSAS
 ENGINEERING DIVISION
 113 W. MOUNTAIN STREET

PHONE NO. (479) 575-8208

FAX NO. (479) 575-8202

DRAKE FIELD LEASE AREA
CITY OF FAYETTEVILLE AND
LA24-003

DRAWN BY: JP
 RESEARCH BY: JTS
 FILE NAME: Drake Field Lease Area LA24-003.dwg



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Terry Gulley, Asst Public Works Director - Ops
Chris Brown, Public Works Director

FROM: Jared Rabren, Airport Director

SUBJECT: **Creamer Pilot Services Corporate Hangar and Office Space Lease**

RECOMMENDATION:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville (COF) and Creamer Pilot Services (CPS) for approximately 18,750 square feet of corporate hangar space and 2,730 square feet of office space in the Terminal Building located at 4500 S School Ave. This is a four year lease agreement.

BACKGROUND:

This lease agreement will replace a previous agreement between the City of Fayetteville and Creamer Pilot Services for space currently occupied by CPS.

DISCUSSION:

City staff have been in negotiations with CPS since late 2024 to find mutually agreeable terms for CPS's continued tenancy. Primary changes to the agreement include a stepped rate increase for lease areas and provisions for a pre-existing fuel rate included in a separate ground lease owned by CPS.

BUDGET/STAFF IMPACT:

This lease will provide \$64,939.20 in revenue in year one, \$90,000 in revenue in year two, and will be adjusted annually for years three and four based on CPI or by 2%, whichever is greater.

ATTACHMENTS: 3. Staff Review Form, 4. Creamer Lease Signed



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1048

A RESOLUTION TO APPROVE A FOUR-YEAR LEASE AGREEMENT WITH CREAMER PILOT SERVICES, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AND CORPORATE HANGAR SPACE AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$5,411.30 PER MONTH FOR THE FIRST YEAR

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a four year lease agreement with Creamer Pilot Services, a copy of which is attached to this Resolution and made a part hereof, for office space in the Airport Terminal Building and corporate hangar space for rent in the amount of \$5,411.30 per month during year one, \$7,500.00 per month during year two; and an additional percentage increase over the previous year CPI-U or 2%, whichever is greater, during years three and four.

City of Fayetteville Staff Review Form

2025-1048

Item ID

7/15/2025

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

Jared Rabren

6/22/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Creamer Pilot Services for approximately 18,750 square feet of corporate hangar space and 2,730 square feet of office space in the Terminal Building located at 4500 S School Ave. This is a four year lease agreement.

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:

LEASE AGREEMENT

This **LEASE AGREEMENT** made this 1st day of June, 2025, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and Creamer Pilot Services, LLC, 4500 S School Avenue, Suite M, Fayetteville, AR 72701, hereinafter called "Creamer."

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

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

WHEREAS, Creamer desires to lease said corporate aircraft hangar and office space,

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

1. City leases to Creamer, and Creamer leases from City, approximately 18,750 square feet of corporate hangar space and 2730 square feet of office space in the Terminal Building located at 4500 S. School Ave, Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof ("Leased Premises").

2. Creamer is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. Creamer shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Creamer, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Creamer.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this Lease Agreement shall be for four (4) years ("Term") commencing on the first day June, 2025. The Term may be extended by mutual agreement of the Fayetteville City Council and Creamer.

This Lease Agreement may be terminated by the Mayor or by Creamer with a six (6) month written notice to the other.

5. Rent: Creamer agrees to pay the City for the use of the Leased Premises, facilities, rights, and privileges granted hereunder the following amounts, which are adjusted beginning on the anniversary date of this Lease Agreement:

- Year 1: \$5,411.60 per month
- Year 2: \$7,500.00 per month
- Year 3 and 4: Monthly rate from previous year plus either the percentage increase over the previous year CPI-U, or 2%, whichever is greater. CPI-U for this purpose is defined as Consumer Price Index for All Urban Consumers (CPI-U); Series ID (CUUR0300SA0); South Urban; All items, not seasonally adjusted for the index reference month. The reference month shall be 2 months prior to the renewal date.

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be invoiced and payable in advance of, or on, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all invoiced and 5-day overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Creamer. Creamer shall, at the termination, surrender or forfeiture of this Lease Agreement, return the Leased Premises in same or better condition as they were at the beginning of the Lease Agreement, normal wear and tear excepted.

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

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

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

responsibility of the City. Creamer shall not make any alterations to the controls of the hangar doors.

10. Creamer agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all City, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this Lease Agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Creamer aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport, Drake Field" herein referred to as Airport Minimum Standards are made part of this Lease Agreement by reference as if included word for word.

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

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

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of Creamer, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease

until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this Lease Agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

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

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

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

16. Creamer agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. Creamer shall not assign this Lease Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the City to an assignment or subletting of this Lease

Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Creamer's creditors or otherwise by operation of law shall not be effective to transfer or assign Creamer's interest under this Lease Agreement unless the City shall have first consented thereto in writing. Neither Creamer's interest in this Lease Agreement, nor any estate created hereby in Creamer nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Creamer are transferred, or if any partnership interests of Creamer are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Creamer, same shall be deemed an assignment for the purposes of this Section 17 and shall require the City's prior consent, and Creamer shall notify the Airport Director of any such change or proposed change.

18. On the expiration or other termination of this Lease Agreement, Creamer's right to use the demised premises shall cease, and Creamer shall vacate the premises without unreasonable delay. All fixtures and permanent improvements, including those installed by Creamer, shall be considered the property of the City; however, any equipment used, installed, erected, or placed by Creamer in, on, or about the premises leased hereunder for Creamer's aeronautical business activities shall be deemed to be personal property and shall remain the property of Creamer. Creamer shall have the right at any time during the Term of this Lease Agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this Lease Agreement, to remove any or all of such property, subject, however, to Creamer's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Creamer prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to Creamer at any reasonable time, with reasonable advance notice if possible, for any purpose necessary or incidental to the performance of its obligations or Creamer's obligations hereunder.

20. Creamer shall maintain the demised premises in a clean and orderly fashion at all times.

21. Creamer shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. Creamer agrees that habitation of the hangar building or offices as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, or emailed, to the following address:

CITY OF FAYETTEVILLE
Airport Administration Office
4500 S. School Ave., Suite F
Fayetteville, AR 72701

CREAMER PILOT SERVICES, LLC
c/o Lance Creamer
4500 S School Ave Ste. M
Fayetteville, AR 72701

Email: [jraben@fayetteville-ar.gov](mailto:jrabren@fayetteville-ar.gov)

Email: lance@jettaircraft.com

With a copy to: ahutchinson@ahlawgroup.com

24. This Lease Agreement shall be construed under the laws of the State of Arkansas.
25. All the covenants, conditions, and provisions under this Lease Agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.
26. No discounts for fuel are associated with this Lease Agreement. The Airport may offer fair and reasonable discounted fuel rates to Creamer for planes housed in this hangar in accordance with standard practice and published rate structures. This provision does not apply to the following aircraft owned by Creamer Pilot Services, LLC as identified by their tail numbers: N45JA, N145JA, N232PH, N46MW, N561JA, and N440JA, or similar replacement aircraft, as approved in writing by the Airport Director, which approval shall not be unreasonably withheld. Fuel rates for aircraft with these tail numbers, and for any replacement aircraft, will be governed by the parties' current ground lease at 4560 S. School Avenue.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor

ATTEST

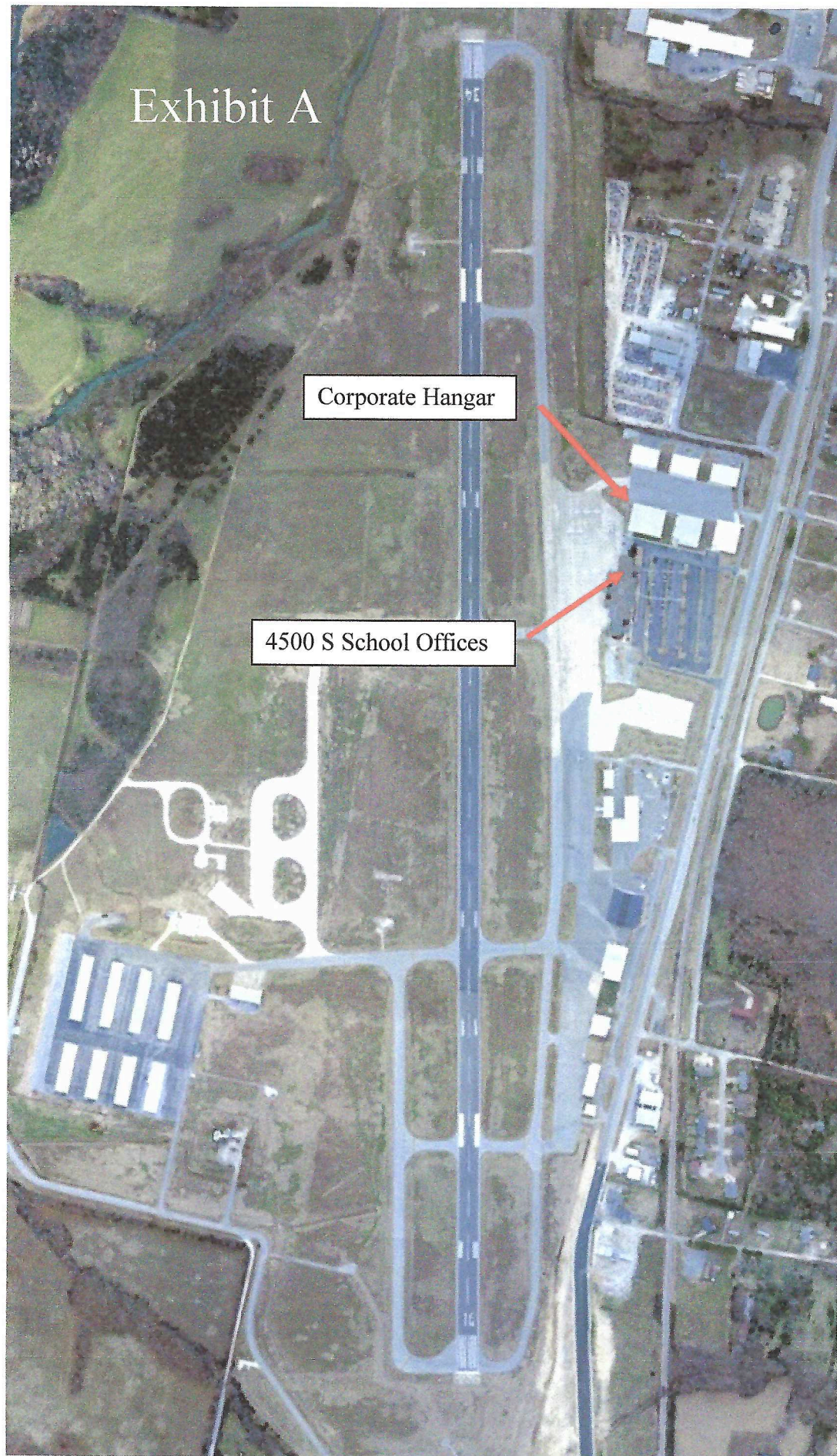
By: _____
Kara Paxton, City Clerk Treasurer

Creamer Pilot Services, LLC

By: 
Lance Creamer

Member
Title

Exhibit A





MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Kit Williams, City Attorney
SUBJECT: **Repeal of *Rules of Order and Procedure of the Fayetteville City Council* A.10 Virtual City Council Meetings Authorized**

RECOMMENDATION:

The City Attorney's Office recommends that the Fayetteville City Council repeal A.10 **Virtual City Council Meetings Authorized** of the *Rules of Order and Procedure of the Fayetteville City Council*.

BACKGROUND:

Act 505, which amends the Freedom of Information Act, was passed by the Arkansas General Assembly at the 2025 Legislative Session and signed by the Governor on April 10, 2025. It takes effect on August 4, 2025.

Once the Act takes effect, City Council members will no longer be allowed to attend meetings virtually or electronically unless the Governor declares a disaster emergency. The new Act states: "Except as provided under subdivisions (e)(3)-(5) of this section, **a member of a governing body shall be physically present at a public meeting to be counted for purposes of establishing a quorum or to vote.**" Ark. Code Ann. § 25-19-103(e)(2) (emphasis added).

DISCUSSION:

The change in the law requires a change in the *Rules of Order and Procedure of the Fayetteville City Council* A.10. **Virtual City Council Meetings Authorized**. Because City Council members may no longer attend City Council meetings virtually unless a disaster is declared, the City Attorney's Office recommends repeal of A.10 **Virtual City Council Meetings Authorized**.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. City Attorney Memo - Freedom of Information Act Changes, 4. Agenda Request Form



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1186

A RESOLUTION TO REPEAL A.10 VIRTUAL CITY COUNCIL MEETINGS AUTHORIZED OF THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

WHEREAS, the Arkansas Legislature passed Act 505 which was approved by the Governor on April 10, 2025; and

WHEREAS, Act 505 amended the FOIA to require that “a member of a governing body shall be physically present at a public meeting to be counted for purposes of establishing a quorum or to vote.”

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 repeals A.10. **Virtual City Council Meetings Authorized** of the *Rules of Order and Procedure of the Fayetteville City Council*.



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
Steven Dotson, Chief Financial Officer
Jonathon Curth, Development Services Director
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: **Kit Williams**, City Attorney

DATE: **June 3, 2025**

RE: **FOI Changes in Act 505**

Act 505 "TO AMEND THE FREEDOM OF INFORMATION ACT..." was passed by the legislature, signed by the Governor and will be effective about August 4th. One of its most consequential provisions requires a change in the *Rules of Order and Procedure of the Fayetteville City Council* A.10. **Virtual City Council Meetings Authorized**. City Council meetings will no longer be allowed to be attended virtually or electronically unless the "Governor declares a disaster emergency...." A.C.A. § 25-19-103 (e)(5).

"Except as provided under subdivisions (e)(3)-(5) of this section, **a member of a governing body shall be physically present at a public meeting to be counted for purposes of establishing a quorum or to vote.**" § 25-19-103(e)(2)(emphasis added).

"**Other than governing bodies of municipalities, counties, or public school districts, a governing body may adopt a policy permitting members of the governing body to attend a public meeting remotely.**" § 25-19-103(e)(3)(emphasis added).

Therefore, the City Council needs to repeal A.10 **Virtual City Council Meetings Authorized** to comply with Act 505.

A second important clarification of Act 505's change of the FOI law prohibits not only two Council Members speaking privately with each other to determine how they intend to vote or whether they support or oppose any proposed Council action, it also prohibits such private communications between city staff and "Council Members concerning those topics." This does not require a Council Rule change, but possibly a change in current practice when staff and Council Members may privately discuss potential future actions by the Council. Any private discussion involving voting or supporting/opposing potential future Council action must be avoided.

City Committees meeting publicly and being recorded may discuss whatever they like with any Council Member in attendance without violating the Freedom of Information Act. Council Members have the same right to discuss City business and support or opposition to be proposed actions during public, recorded City Committee meetings.

RESOLUTION NO. _____

**A RESOLUTION TO REPEAL A.10 VIRTUAL CITY COUNCIL MEETINGS
AUTHORIZED OF THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE
CITY COUNCIL**

WHEREAS, the Arkansas Legislature passed Act 505 which was approved by the Governor on April 10, 2025; and

WHEREAS, Act 505 amended the FOIA to require that “a member of a governing body shall be physically present at a public meeting to be counted for purposes of establishing a quorum or to vote.”

**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 repeals A.10. **Virtual City Council Meetings Authorized** of the *Rules of Order and Procedure of the Fayetteville City Council*.

9. Cell Phones and Pagers.

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

10. Virtual City Council Meetings Authorized

After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

B. DUTIES AND PRIVILEGES OF COUNCIL MEMBERS AT CITY COUNCIL MEETINGS

1. Seating

Members shall occupy the respective seats in the City Council Chambers assigned by position number. The Mayor (or Assistant Mayor in the Mayor's absence) shall be seated near the center of the City Council table.

2. Conduct

During City Council meetings, Council Members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the Mayor or the rules of the City Council.

Every member of the City Council desiring to speak shall address the chair and, upon recognition by the Mayor, shall confine herself or himself to the question under debate and shall avoid all personalities and indecorous language. A Council Member once recognized shall not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member or unless the member chooses to yield to questions from another member.

If a member is called to order while he or she is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be not in order, the member shall remain silent or shall alter his or her remark so as to comply with the rules of the City Council.

All members of the City Council shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the City Council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to

AGENDA REQUEST FORM

FOR: Council Meeting of August 5, 2025

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO REPEAL A.10 **VIRTUAL CITY COUNCIL MEETINGS**
AUTHORIZED OF THE *RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL*

APPROVED FOR AGENDA:



Kit Williams
City Attorney

July 3, 2025

Date



Mayor Molly Rawn
Acknowledgement

7/9/25

Date



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Missy Hutcheson, Human Resources Director
SUBJECT: **2026 Employee Benefits Renewal**

RECOMMENDATION:

Staff recommends City Council approve the employee benefits renewal package for 2026 as outlined below and in the attached presentation.

BACKGROUND:

Staff and Brown & Brown, the City's benefits broker, have reviewed the annual renewals for employee insurance plans. Employee benefits renewals are brought forward at this time to ensure the annual open enrollment may proceed according to schedule.

DISCUSSION:

Health Insurance

The one-year look back period of the City's health claims shows a 98.1% utilization rate of claims paid versus premiums paid. The renewal with Arkansas Blue Cross Blue Shield resulted in a 2.6% average increase (HDHP – 2.2%, PPO – 3.0%).

The IRS increased the high deductible health plan (HDHP) minimum deductible limits for embedded deductible plans for 2026, resulting in an increase to the HDHP deductible of \$100 to \$3,400 (individual) and \$200 to \$6,800 (family). 2026 HSA annual contribution maximums for an individual will be \$4,400 (up from \$4,300) and for a family \$8,750 (up from \$8,550).

Dental Insurance

Renew with AR BCBS, no plan or rate changes.

Vision Insurance

Renew with AR BCBS, no plan or rate changes.

City Paid Life/AD&D, Voluntary Life/AD&D and LTD Benefits

Renew these products with USAble through AR BCBS with no changes.

Voluntary STD Benefits

Renew with American Fidelity with no changes.

Flexible Spending Accounts

Renew with American Fidelity as administrator with no changes.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Health Savings Accounts

Renew with First Security Bank as administrator with no changes.

COBRA Administration

Renew with Consolidated Admin Services (CAS) as administrator.

Supplemental Benefits Paid by Employees

Staff recommend continuing to offer additional supplemental benefits to employees through American Fidelity, which include: Disability Income Insurance, Accident Only Insurance, Cancer Insurance, Critical Illness Insurance, Life Insurance, AF Term Life Insurance, AF Term 100 Life Insurance, 98.AF Permanent Life Insurance, Hospital Gap Insurance and Short Term Disability Insurance.

BUDGET/STAFF IMPACT:

The costs of these planned insurance/benefit items are being budgeted in the City's 2026 budget.

ATTACHMENTS: 3. Staff Review Form, 4. BB Presentation-Council 2026 - Final



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1136

A RESOLUTION TO APPROVE THE 2026 EMPLOYEE BENEFITS PACKAGE THAT INCLUDES HEALTH INSURANCE, DENTAL INSURANCE, LIFE INSURANCE, SHORT TERM DISABILITY INSURANCE, FLEXIBLE SPENDING ACCOUNTS, HEALTH SAVINGS ACCOUNTS, AND SUPPLEMENTAL BENEFITS

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 2026 employee benefits package as recommended in the staff memorandum attached to this Resolution.

City of Fayetteville Staff Review Form

2025-1136

Item ID

8/5/2025

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

Missy Hutcheson

7/7/2025

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approve the 2026 employee benefits renewal package.

Budget Impact:

XXXX.XXX.XXXX-5108.XX

Citywide

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,098,978.00

Expenses (Actual+Encum)

\$ 4,254,109.00

Available Budget

\$ 4,844,869.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 4,844,869.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

Renewal Analysis and Process

July 2025

Presented By:
Todd Setser

Brown & Brown of Arkansas, Inc.

Overview - Medical

Medical-BCBS

- **Original Renewal 9% - reduced to 2.6%**
- Packaged with Dental, Vision, Life, Disability
- 2021 CY Loss Ratio was 131%
- 2022 CY Loss Ratio was 111.3%
- 2023 CY Loss Ratio was 92.74%
- 2024 CY Loss Ratio was 98.5%
- 2025 YTD through 4/2025 = 98.92%

Vision-BCBS VSP

- 2026 Rate Hold; no plan changes

Dental-BCBS

- 2026 Rate Hold; no plan changes

Base Life & LTD-USABLE

- 2026 Rate Hold; no plan changes

FSA-American Fidelity

- Continue with administrator

HSA-First Security Bank

- Continue with current administrator

Cobra-CAS

- Continue with current administrator

Voluntary Benefits-American Fidelity

- Renew all benefits with no changes

Historical Lookback

Renewal Year	Percent of Increase
2016	6.4%
2017	5.6%
2018	20%
2019	15%
2020	0%
2021	6%
2022	16.8%
2023	16.8%
2024	4.9%
2025	3.7%
2026	2.6%

Experience Period	Total Claims	Premium	Paid Loss Ratio
5/1/15 - 4/30/16	\$4,322,202	\$4,216,666	102.5%
5/1/16 - 4/20/17	\$4,576,036	\$4,513,431	101.4%
5/1/17 - 4/30/18	\$4,713,036	\$4,913,154	95.3%
5/1/18 - 4/30/19	\$4,831,586	\$5,757,503	83.9%
5/1/19 - 4/30/20	\$5,455,647	\$6,274,795	86.9%
5/1/20 - 4/20/21	\$5,719,772	\$6,270,906	91.2%
5/1/21 - 4/30/22	\$7,289,359	\$6,248,761	116.7%
5/1/22 - 4/30/23	\$6,897,808	\$6,084,374	113.3%
5/1/23-4/30/24	\$6,728,829	\$7,319,883	92%
5/1/24-4/30/25	\$7,923,055	\$8,009,406	99%
Totals	\$58,457,330	\$59,608,879	98.1%

Medical-HDHP

Medical	CURRENT	Renewal
	Non Grandfathered BCBS of Arkansas \$3,300 HDHP	Non Grandfathered BCBS of Arkansas \$3,400 HDHP
Benefit Comparison	In-Network	In-Network
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Annual Individual / Family Deductible	\$3,300 / \$6,600	\$3,400 / \$6,800
Deductible Type	Embedded	Embedded
Coinsurance	Member pays 0% AD	Member pays 0% AD
Annual Out-of-Pocket Maximum	\$3,300 / \$6,600	\$3,400 / \$6,800
Out-of-Network Coinsurance	Member pays 20% AD	Member pays 20% AD
Preventive Benefit	No Charge if In-Network	No Charge if In-Network
RX - Tier 1 / Tier 2 / Tier 3	Member pays 0% AD	Member pays 0% AD
RX - Specialty	Member pays 0% AD	Member pays 0% AD
RX Mail Order - 90 Day Supply	Available	Available

Deductible change due to IRS revised limit for embedded deductibles

Medical-PPO Plan

Medical	Current	Renewal
	Non Grandfathered BCBS of Arkansas \$1,000 PPO	Non Grandfathered BCBS of Arkansas \$1,000 PPO
Benefit Comparison	In-Network	In-Network
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Annual Individual / Family Deductible	\$1,000 / \$2,000	\$1,000 / \$2,000
Deductible Type	Fulfillment	Fulfillment
Coinsurance	Member pays 20% AD	Member pays 20% AD
Annual Out-of-Pocket Maximum	\$3,000 / \$6,000	\$3,000 / \$6,000
Out-of-Network Coinsurance	Member pays 40% AD	Member pays 40% AD
Preventive Benefit	No Charge if In-Network	No Charge if In-Network
RX - Tier 1 / Tier 2 / Tier 3	\$10 / \$40 / \$60	\$10 / \$40 / \$60
RX - Specialty	\$150	\$150
RX Mail Order - 90 Day Supply	Available	Available

Health Plan Comparison 2025 vs 2026

PPO PLAN										
Rate Tier	Enrolled	2025 Total Premium	2026 Total Premium	2025 EE Contribution	2026 EE Contribution	2026 EE Increase	2025 ER Contribution	2026 ER Contribution	2026 ER Increase	Employee/Employer Cost - Share %
Employee Only	27	\$930.42	\$958.32	\$237.16	\$244.28	\$7.12	\$693.26	\$714.04	\$20.78	25.49%/74.51%
Employee + Spouse	4	\$2,028.76	\$2,089.62	\$765.86	\$788.82	\$22.96	\$1,262.90	\$1,300.80	\$37.90	37.75%/62.25%
Employee + Child(ren)	1	\$1,674.70	\$1,724.94	\$632.20	\$651.16	\$18.96	\$1,042.50	\$1,073.78	\$31.28	37.75%/62.25%
Family	1	\$2,761.22	\$2,844.06	\$1,042.36	\$1,073.62	\$31.26	\$1,718.86	\$1,770.44	\$51.58	37.75%/62.25%
Total Monthly	33	\$37,672.30	\$38,802.12	\$11,141.32	\$11,475.62	\$334.30	\$26,530.98	\$27,326.50	\$795.52	
Total Annual		\$452,067.60	\$465,625.44	\$133,695.84	\$137,707.44	\$4,011.60	\$318,371.76	\$327,918.00	\$9,546.24	
Total Premium Change			\$13,557.84							
% Change			3.0%							
HDHP PLAN										
Rate Tier	Enrolled	2025 Total Premium	2026 Total Premium	2025 EE Contribution	2026 EE Contribution	2026 EE Increase	2025 ER Contribution	2026 ER Contribution	2026 ER Increase	Employee/Employer Cost - Share %
Employee Only	336	\$469.78	\$479.98	\$66.04	\$67.48	\$1.44	\$403.74	\$412.50	\$8.76	14.06%/85.94%
Employee + Spouse	113	\$1,013.20	\$1,035.22	\$150.76	\$154.04	\$3.28	\$862.44	\$881.18	\$18.74	14.88%/85.12%
Employee + Child(ren)	82	\$767.52	\$784.18	\$114.20	\$116.68	\$2.48	\$653.32	\$667.50	\$14.18	14.88%/85.12%
Family	237	\$1,422.80	\$1,453.72	\$211.70	\$216.30	\$4.60	\$1,211.10	\$1,237.42	\$26.32	14.88%/85.12%
Total Monthly	768	\$672,477.92	\$687,087.54	\$98,762.62	\$100,910.66	\$2,148.04	\$573,715.30	\$586,176.88	\$12,461.58	
Total Annual		\$8,069,735.04	\$8,245,050.48	\$1,185,151.44	\$1,210,927.92	\$25,776.48	\$6,884,583.60	\$7,034,122.56	\$149,538.96	
Total Premium Change			\$175,315.44							
% Change			2.2%							
Total		\$8,521,802.64	\$8,710,675.92							
Change from Current Premium			\$188,873.28							
Change from Initial Renewal Offer			-\$66,711.12							

HDHP/HSA IRS 2026

The IRS made changes to both HDHP deductibles and HSA contribution limits.

- HDHP deductibles will be increasing to:
 - \$3,400 from \$3,300 for an individual
 - \$6,800 from \$6,600 for family
- HSA contribution limits will be increasing to:
 - \$4,400 from \$4,300 for an individual
 - \$8,750 from \$8,550 for family

HSA Contributions for HDHP Plan

2026 HSA Contributions					
Plan Tier	City's Contribution (per payroll)	City's contribution (per month)	City's Contribution (annual)	Employee's Maximum Annual Contribution*	Current IRS Max Annual Contribution
EE	\$43.75	\$87.50	\$1,050.00	\$3,350.00	\$4,400.00
ES	\$61.67	\$123.34	\$1,480.08	\$7,269.92	\$8,750.00
EC	\$78.75	\$157.50	\$1,890.00	\$6,860.00	\$8,750.00
Family	\$95.00	\$190.00	\$2,280.00	\$6,470.00	\$8,750.00

Single Dental

Voluntary Dental	CURRENT Arkansas BCBS PPO Plus	RENEWAL Arkansas BCBS PPO Plus
Benefit Comparison	In-Network	In-Network
Eligibility Definition	All Actively at Work Full Time Employees	All Actively at Work Full Time Employees
Individual / Family Deductible	\$50 / \$150	\$50 / \$150
Annual Benefit Maximum	\$1,500	\$1,500
Carry-Over Benefit	\$500 benefit/ \$700 threshold / \$1,250 max benefit	\$500 benefit/ \$700 threshold / \$1,250 max benefit
Coverage Waiting Periods	None	None
Out of Network Reimbursement / MPA	90% / 70% / 40%	90% / 70% / 40%
Preventive & Diagnostic Care Benefit	100%	100%
Preventive & Diagnostic Services	Exams, Cleanings, Fluoride, X-Rays, Sealants	Exams, Cleanings, Fluoride, X-Rays, Sealants
Basic Care Benefit	80% after deductible	80% after deductible
Major Care Benefit	50% after deductible	50% after deductible
Endodontics	80% after deductible	80% after deductible
Periodontics - Surgical	50% after deductible	50% after deductible
Periodontics - Non-Surgical	50% after deductible	50% after deductible
Orthodontia Benefit	50% - \$1,500 (lifetime max)	50% - \$1,500 (lifetime max)
Orthodontia Eligibility	Dependent Children to Age 19	Dependent Children to Age 19
Dependent Children / Full time student up to age	Up to Age 26	Up to Age 26

Dual Vision

Voluntary Vision	CURRENT Arkansas BCBS Gold II VSP Network				RENEWAL Arkansas BCBS Gold II VSP Network				CURRENT Arkansas BCBS Silver II VSP Network				RENEWAL Arkansas BCBS Silver II VSP Network			
Benefit Comparison	In-Network				In-Network				In-Network				In-Network			
Eligibility Definition	All Actively at Work Full Time Employees				All Actively at Work Full Time Employees				All Actively at Work Full Time Employees				All Actively at Work Full Time Employees			
Frequency of Service - Exam/Lenses/Frames	12 / 12 / 12				12 / 12 / 12				12 / 12 / 24				12 / 12 / 24			
Eye Exam	\$10 Copay				\$10 Copay				\$10 Copay				\$10 Copay			
Single Vision Lenses	\$10 Copay				\$10 Copay				\$15 Copay				\$15 Copay			
Bifocal Lenses	\$10 Copay				\$10 Copay				\$15 Copay				\$15 Copay			
Trifocal Lenses	\$10 Copay				\$10 Copay				\$15 Copay				\$15 Copay			
Frames	\$150 retail allowance				\$150 retail allowance				\$130 retail allowance				\$130 retail allowance			
Contact Lenses Exam - Standard	Not to exceed \$60				Not to exceed \$60				Not to exceed \$60				Not to exceed \$60			
Contact Lenses Exam - Specialty																
Contact Lenses - Elective (conventional or disposable) <i>In Lieu of Frames & Lenses</i>	\$150 retail allowance				\$150 retail allowance				\$130 retail allowance				\$130 retail allowance			
Contact Lenses - Medically Necessary	\$10 Copay				\$10 Copay				\$15 Copay				\$15 Copay			
Lasik	Average discount is 15% off retail pricing				Average discount is 15% off retail pricing				Average discount is 15% off retail pricing				Average discount is 15% off retail pricing			
Dependent Children / Full time student up to age	Up to Age 26				Up to Age 26				Up to Age 26				Up to Age 26			
Rates	Rates Table				Rates Table				Rates Table				Rates Table			
	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost	Counts	Tier	Premium	EE Cost
	0	EE Only	\$7.72	\$7.72	0	EE Only	\$7.72	\$7.72	0	EE Only	\$6.00	\$6.00	0	EE Only	\$6.00	\$6.00
	0	EE + Spouse	\$15.40	\$15.40	0	EE + Spouse	\$15.40	\$15.40	0	EE + Spouse	\$11.96	\$11.96	0	EE + Spouse	\$11.96	\$11.96
	0	EE + Child(ren)	\$16.48	\$16.48	0	EE + Child(ren)	\$16.48	\$16.48	0	EE + Child(ren)	\$12.80	\$12.80	0	EE + Child(ren)	\$12.80	\$12.80
	0	EE + Fam	\$26.34	\$26.34	0	EE + Fam	\$26.34	\$26.34	0	EE + Fam	\$20.46	\$20.46	0	EE + Fam	\$20.46	\$20.46



THANK YOU!



Any solicitation or invitation to discuss insurance sales or servicing is being provided at the request of Brown & Brown Insurance Services, Inc.. Brown & Brown Insurance Services, Inc. only provides insurance related solicitations or services to insureds or insured risks in jurisdictions where it and its individual insurance professionals are properly licensed.



MEETING OF JULY 29, 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



City of Fayetteville, Arkansas

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

Legislation Text

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.

AGENDA REQUEST FORM

FOR: Council Meeting of June 17, 2025

FROM: Council Member D'Andre Jones

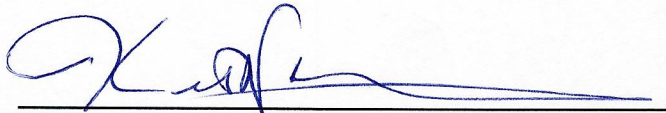
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

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
Council Member D'Andre Jones

5/30/25
Date


Kit Williams
Approved as to form
Not Approved as legal complaint

May 30, 2025
Date


Mayor Molly Rawn
Acknowledgement

May 30, 2025
Date

** acknowledging
however I do
get ~~very~~ ready for
I've seen this;
not believe it is
council.*

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.

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

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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 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

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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;

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- 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;

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- 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.

6

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

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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;

10

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.



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM: Sarah Moore, City Council Member - Ward 1 Position 2
SUBJECT: n/a

RECOMMENDATION:

BACKGROUND:

When an application to modify or abolish a tree preservation easement is submitted, it should first be reviewed by the urban forester and the Urban Forestry Advisory Board before being submitted for City Council consideration.

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Sarah Moore Request and Approval



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-716

AN ORDINANCE TO AMEND § 167.04 (L) CONTINUING PRESERVATION AND PROTECTION UNDER APPROVED TREE PRESERVATION PLANS AND TREE PRESERVATION EASEMENTS

WHEREAS, when an application to modify or abolish a tree preservation easement is submitted, it should first be reviewed by the urban forester and the Urban Forestry Advisory Board before being submitted for City Council consideration.

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 the last sentence of (2) and enacting a replacement sentence as follows:

“Such request shall be submitted to the urban forester who shall refer the request to the Urban Forestry Advisory Board for its review and recommendations prior to placing the requested change on the agenda for the next regularly scheduled City Council meeting.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 33.282 **Powers and Duties** of Article XV **Urban Forestry Advisory Board** to enact a new subsection (A)(11) as follows:

“(A)(11) Review and make recommendations to the City Council concerning any requested modification or abolishment of any tree preservation easements.”

AGENDA REQUEST FORM

FOR: Council Meeting of June 17, 2025

FROM: Council Member Sarah Moore

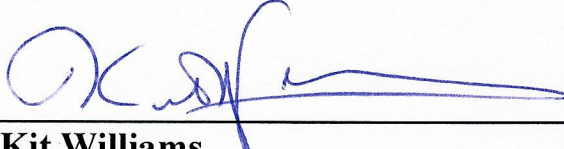
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 167.04 (L) CONTINUING PRESERVATION AND PROTECTION UNDER APPROVED TREE PRESERVATION PLANS AND TREE PRESERVATION EASEMENTS

APPROVED FOR AGENDA:

Approved by email
Council Member Sarah Moore

5/22/25
Date


Kit Williams
Approved as to form

May 22, 2025
Date


Mayor Molly Rawn
Acknowledgement

May 23, 2025
Date

Barnes, Stacy

From: Moore, Sarah
Sent: Thursday, May 22, 2025 10:53 PM
To: Barnes, Stacy
Cc: Williams, Kit
Subject: Re: Amend § 167.04

I've been in an event out of service and just back. If possible, please include the item for the agenda.

Approved as written. Thank you

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629



Report a concern with SeeClickFix:
<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>
Speak up on City projects:
<https://speakup.fayetteville-ar.gov/>
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Date: Thursday, May 22, 2025 at 2:40 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Amend § 167.04

Sarah, please see your requested item attached. If you approve, please let me know and I will get it added to the agenda.

Stacy Barnes

City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |

fayetteville-ar.gov



MEETING OF JULY 29, 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

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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 Gerald'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

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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

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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

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City of Fayetteville, Arkansas

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

Legislation Text

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.

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'

Oak Ridge Trail

RMF-40

POWERHOUSE AVE

MSC

MEADOW ST

Oak Ridge Connector

Subject Property

CENTER ST

Proposed MSC

DG

DUNCAN AVE

TREADWELL ST

HILL AVE

UNIVERSITY AVE

Frisco Trail

NC

P-1

PUTMAN ST

ALLEY 729

ALLEY 633

GREGG AVE

RSF-4

R-O

RMF-24

NORTH

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

**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.

Printed Name of Authorized Agent

Chief Development Officer
Position or Title of Authorized Agent

Signature

May 22, 2025
Date

NOTARY OATH

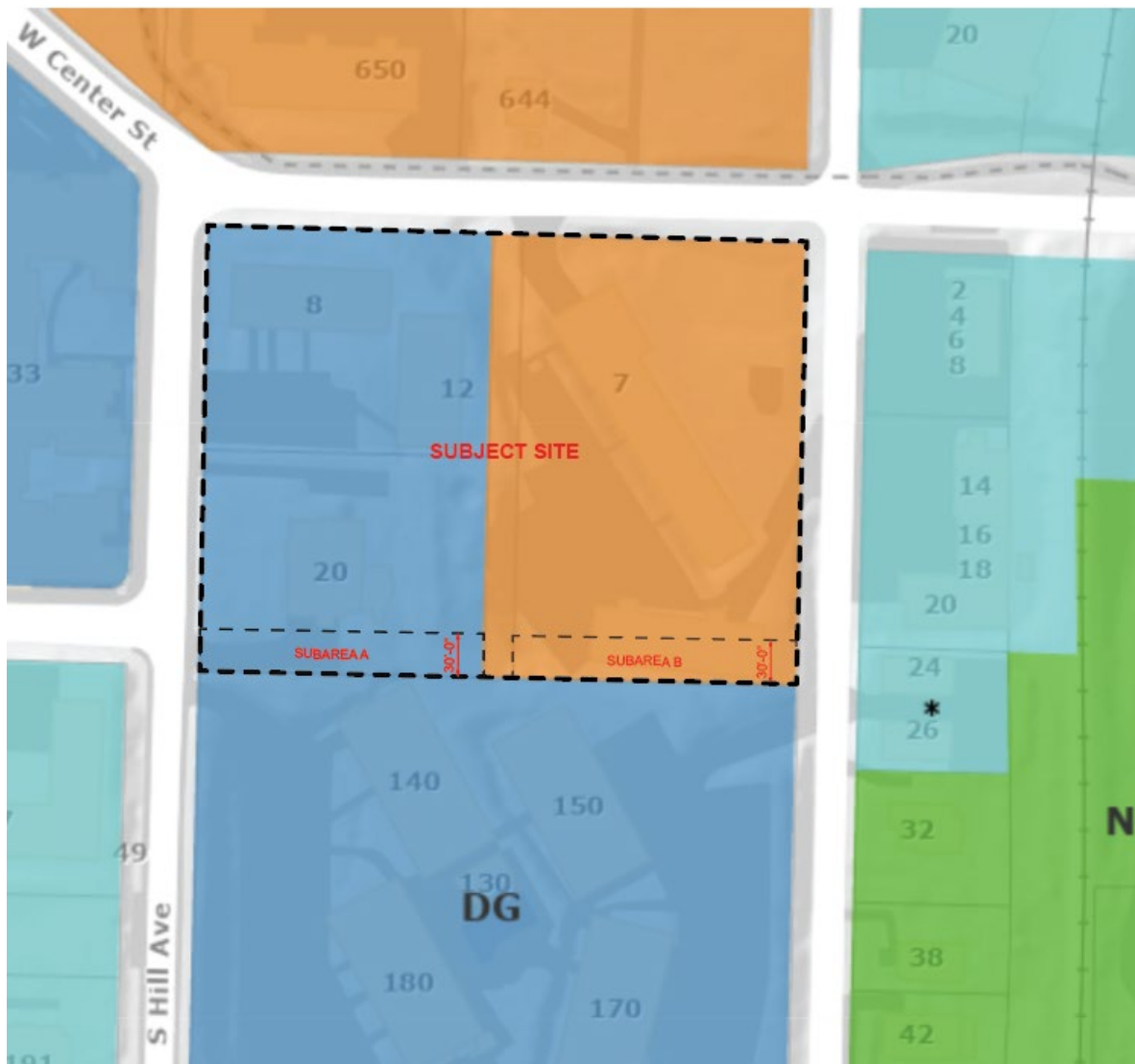
STATE OF ILLINOIS)
COUNTY OF COOK)

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





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. CENTER 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.

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 School. 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 Historic Cemetery	RMF-40, Residential Multifamily, 40 Units per Acre
South	Residential Multifamily	DG, Downtown General
East	Residential Multifamily 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 Gerald'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.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>May 27, 2025</u>	☐ 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
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(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
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(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*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, 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
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(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*
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* 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
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(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
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(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.

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

RE: The Hub- Rezoning Request

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.

Printed Name of Authorized Agent

Chief Development Officer
Position or Title of Authorized Agent

Signature

May 22, 2025
Date

NOTARY OATH

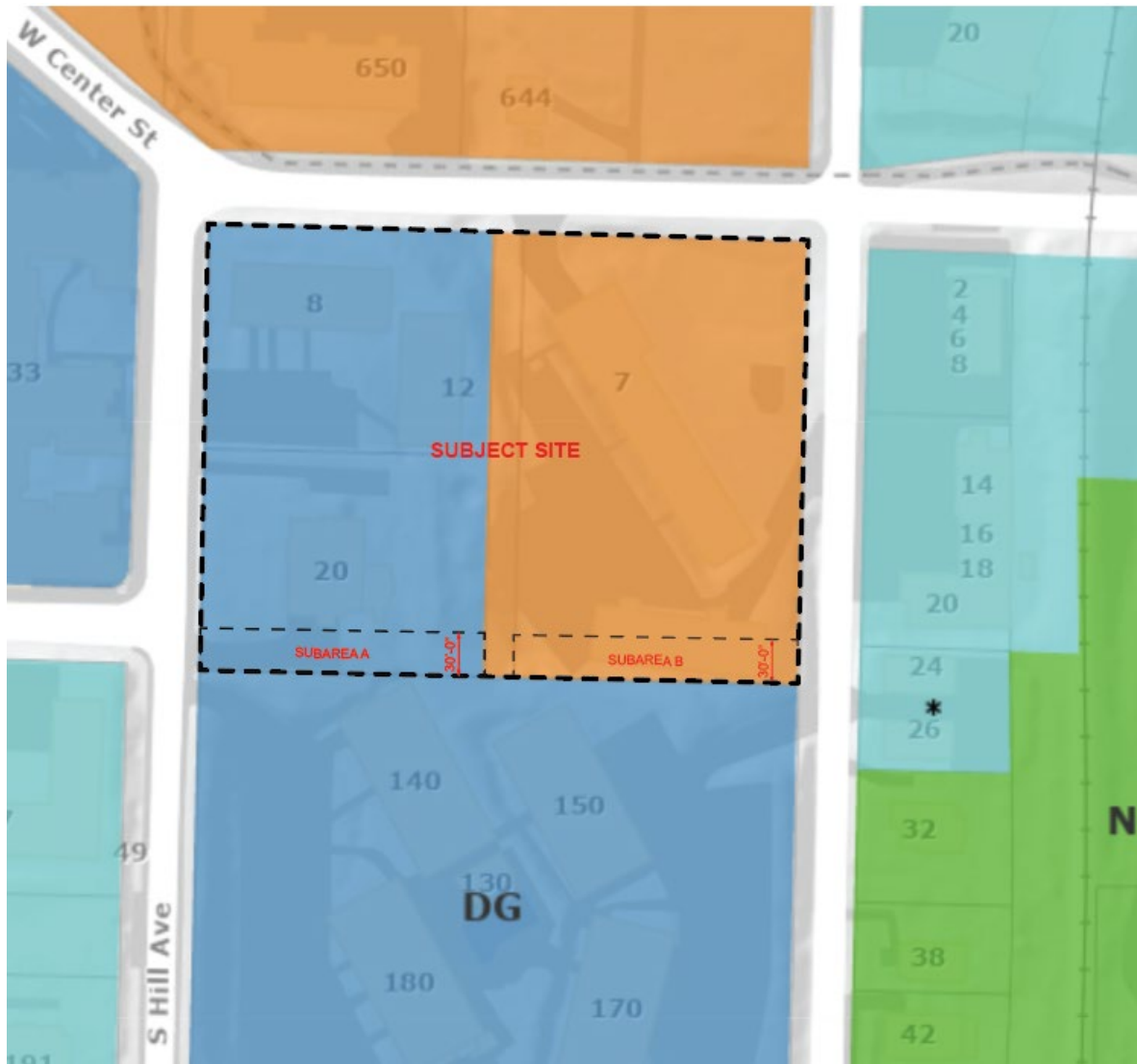
STATE OF ILLINOIS)
COUNTY OF COOK)

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





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. Rezoning 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.	 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.	 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.	 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

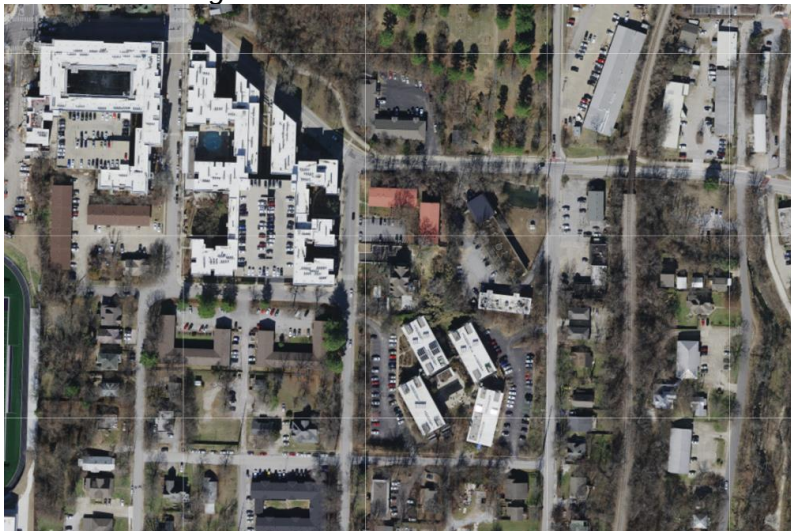
Treadwell (LSD-2024-0029 in review)	In Review	847	Demo of: Summit Terrace Apts. (40 MFD units), 98 Duncan Apts. (6 units), mix of single-, 2-, and 4- family units (6 units)
Duncan Ave. (LSD-2025-0007)	In Review	1011	Demo of: Harmon Place Apts. (38 MFD units), mix of single-, 2-, 3-, and 4-family dwellings (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

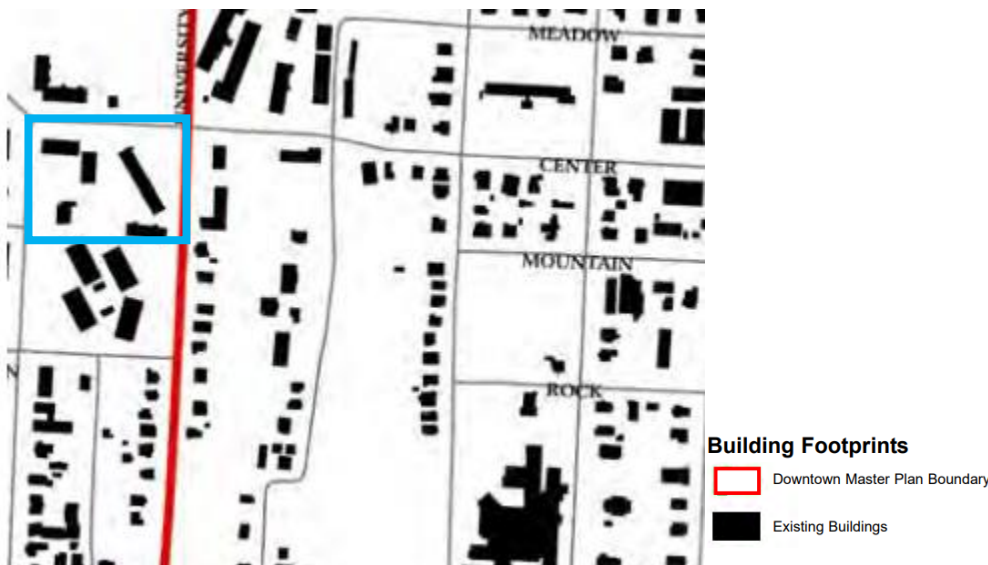


2024 Aerial Image



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.

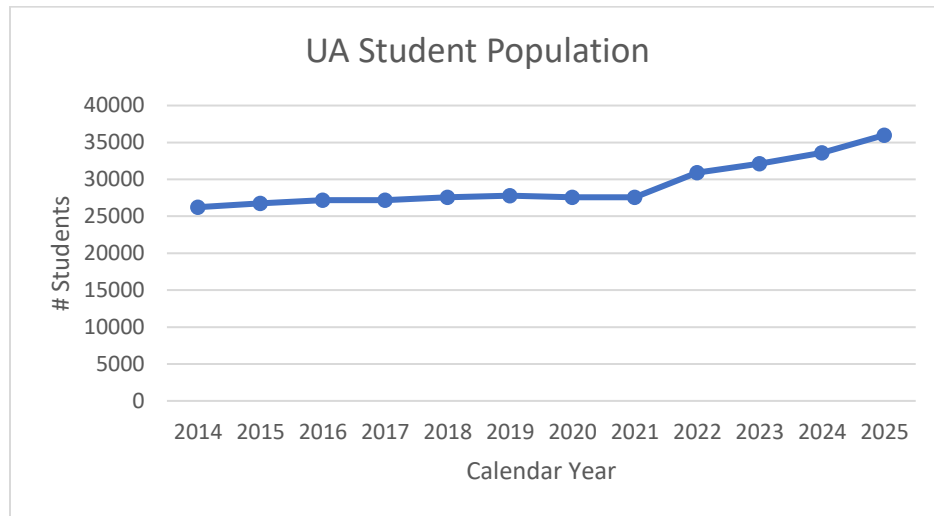


Snapshot of map in the Downtown Master Plan showing the plan boundary in red. The subject property is outlined in blue.

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 Rezoning Analysis

Adjacent MSC Rezoning Analysis				Separation from 7-Story Setback to Closest Existing...							
	Adjacent Land Uses	Adjacent Building Heights	Adjacent Zoning	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) 2 Stories (Eco-Modern Flats, 3 with 1 below Grade) 1-2 Stories (South side of Putnam) 1-2 Stories (west side of Duncan)	RMF-40 DG	~65 feet	~80 feet	~80 feet	NA	UU 17: Transportation Trades and Services UU 34: Liquor Stores 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) 0 Stories (High School Parking Lot) 1-2 Stories (East of Duncan, Approved 7 story apartments) Harmon Field	RMF-40 DG P-1 Pending MSC	~10 feet	~80 feet	~55 feet	NA	UU 17: Transportation Trades and Services UU 34: Liquor Stores 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) 2 Stories (Eco-Modern Flats, 3 with 1 below Grade) 2 Stories (Apartment north of Center) 1 Story (Commercial Unit) 0 Stories (National Cemetery)	RMF-40 DG MSC	~65 feet	~10 feet	~85 feet	~65 feet	NA. None offered.	Yes	12	Partial

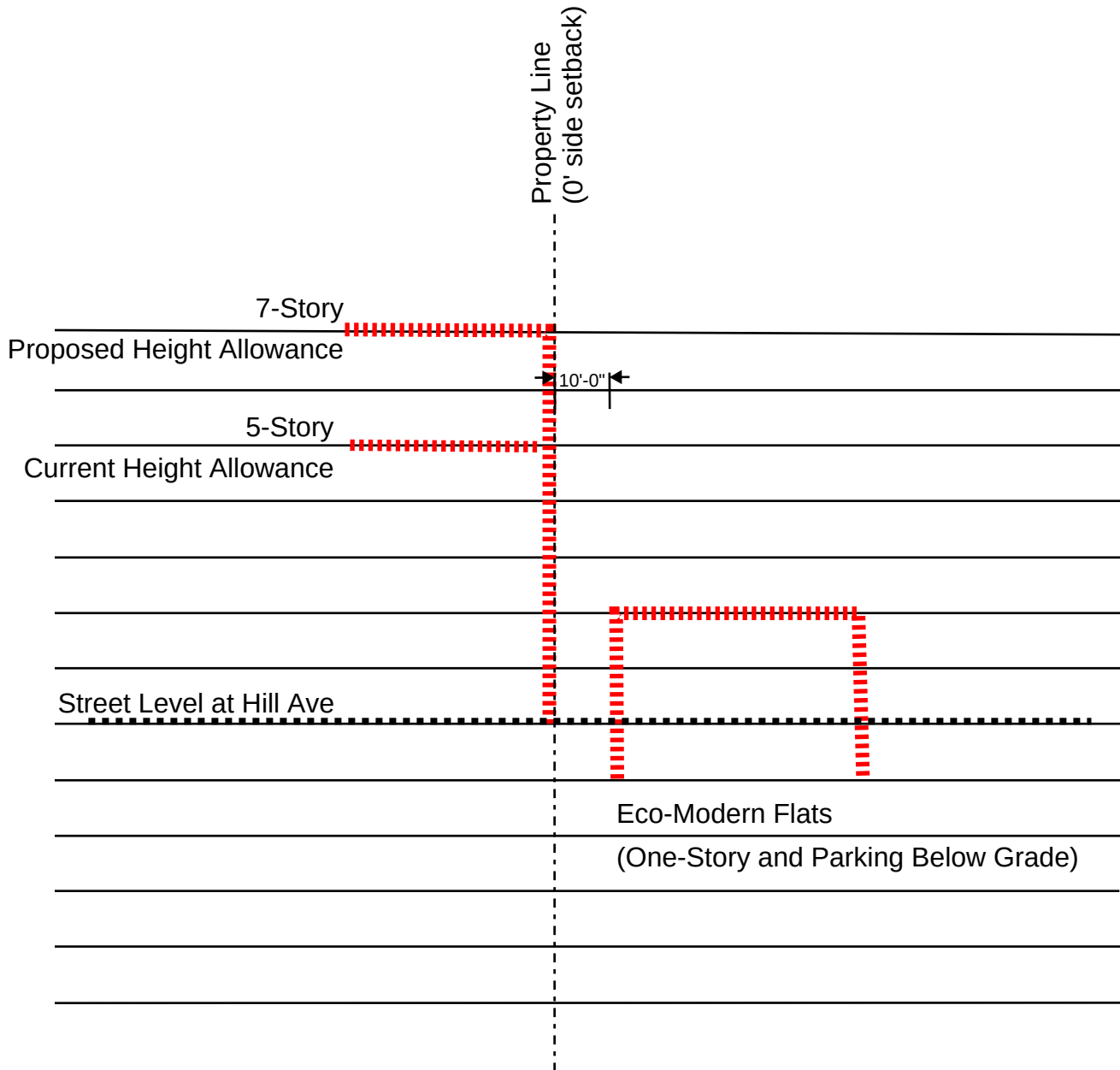
Adjacent Student Apartments Parking Reductions Analysis

	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*

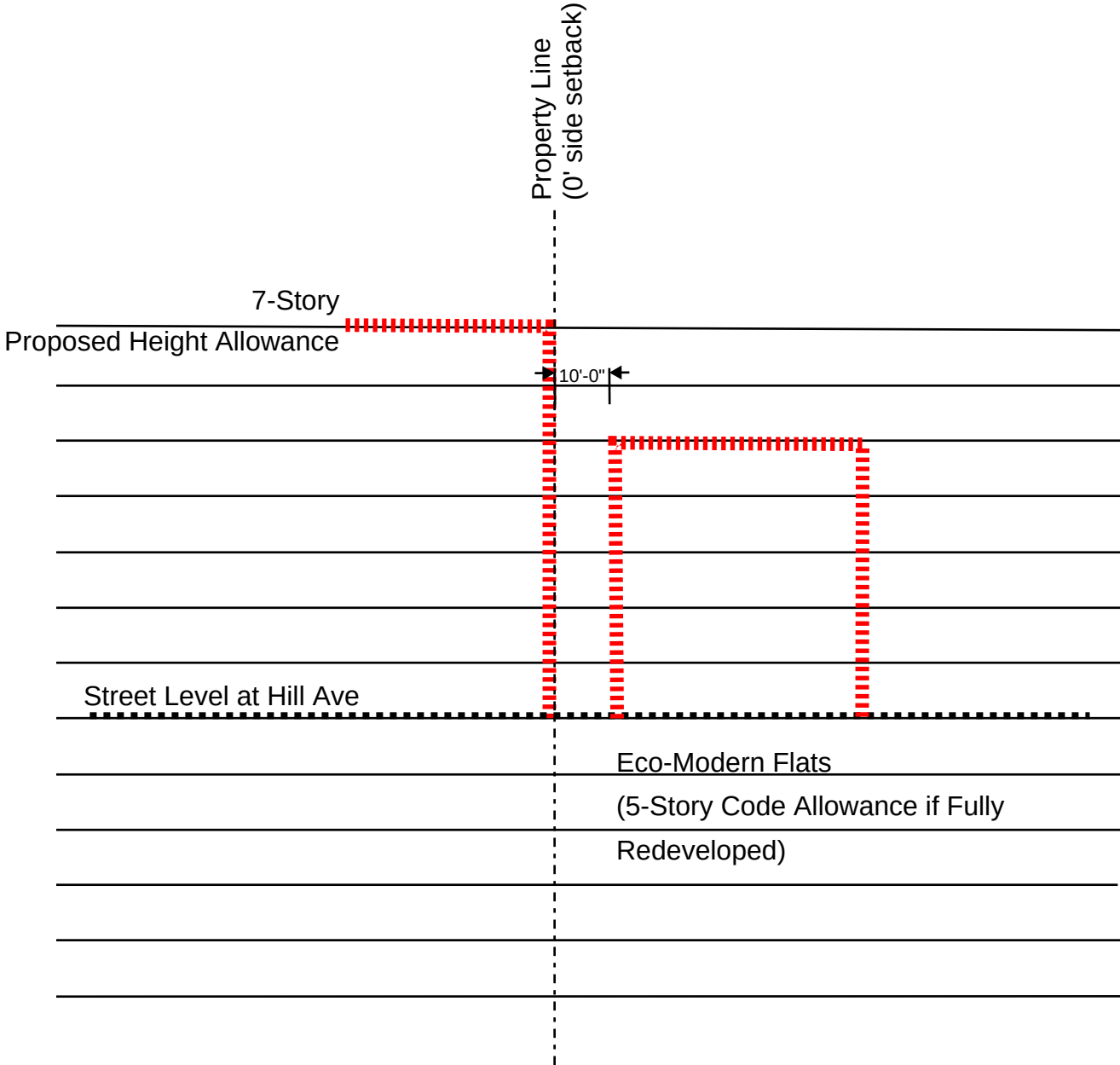
*Trinitas calculations include approved off-site parking. Of the 439 automobile spaces listed, 239 are provided off-site.

** All reductions shown are by-right allowances and are within current parking standards

**Staff Exhibit
General Height Analysis
(Existing Conditions)**

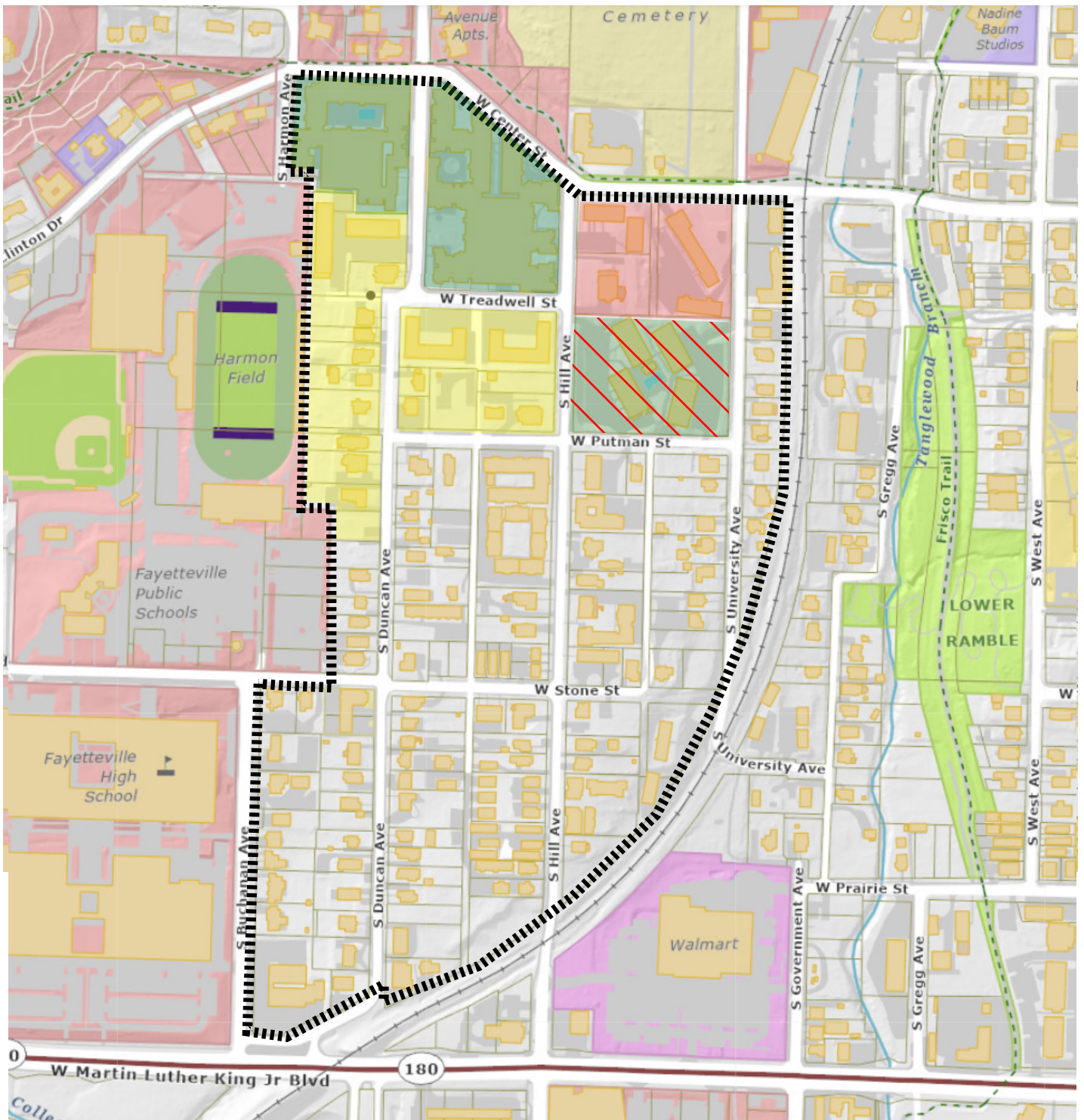


Staff Exhibit
General Height Analysis
(Maximums Permitted by Code)



**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

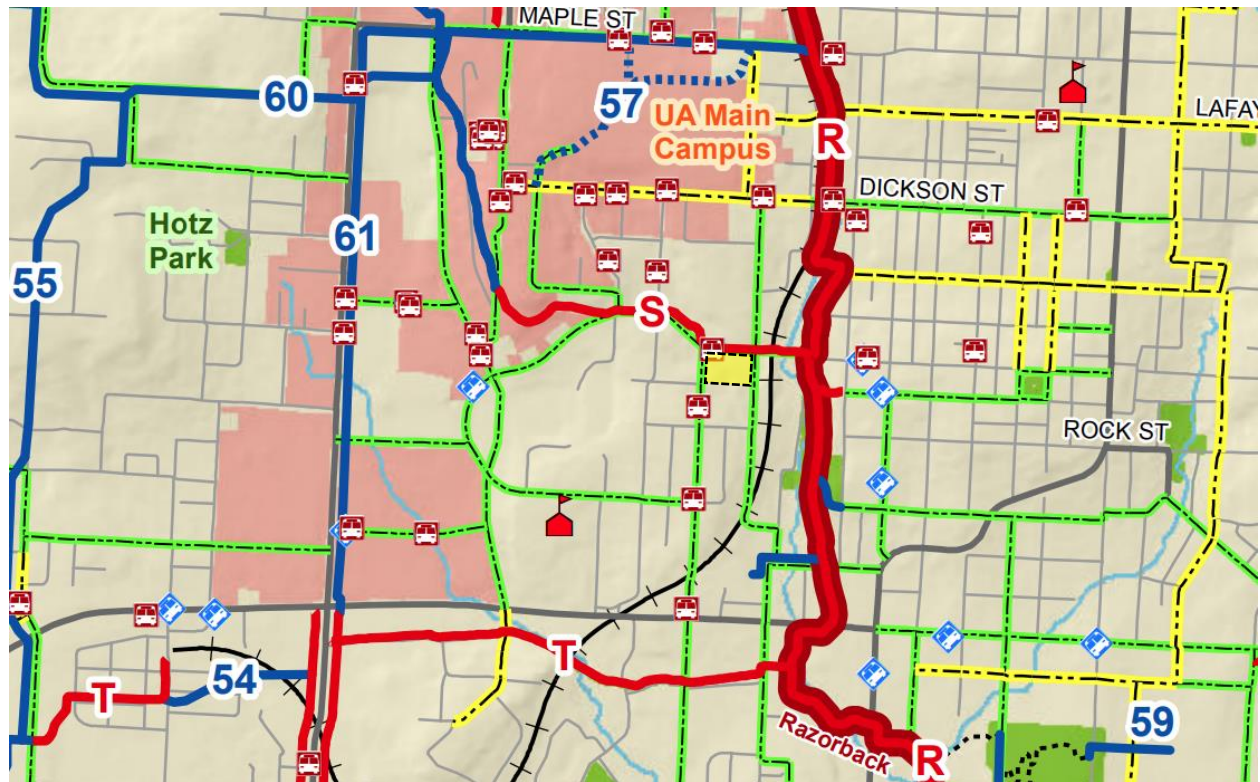
“Until the City of San Antonio can put new programs and policies into place, to reach the goal that the “average San Antonio family can afford to buy a home,” the data illustrates that San Antonio is systematically razing housing that is affordable and building housing that is not.” As Fayetteville looks 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 | | Razorback Transit Bus Stop |
| | Lake | | Ozark Regional Transit Bus Stop |
| | Stream | | Street (Major) |
| | School | | Street |
| | Fayetteville City Limits | | Railroad |

PLAN VISION AND 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)

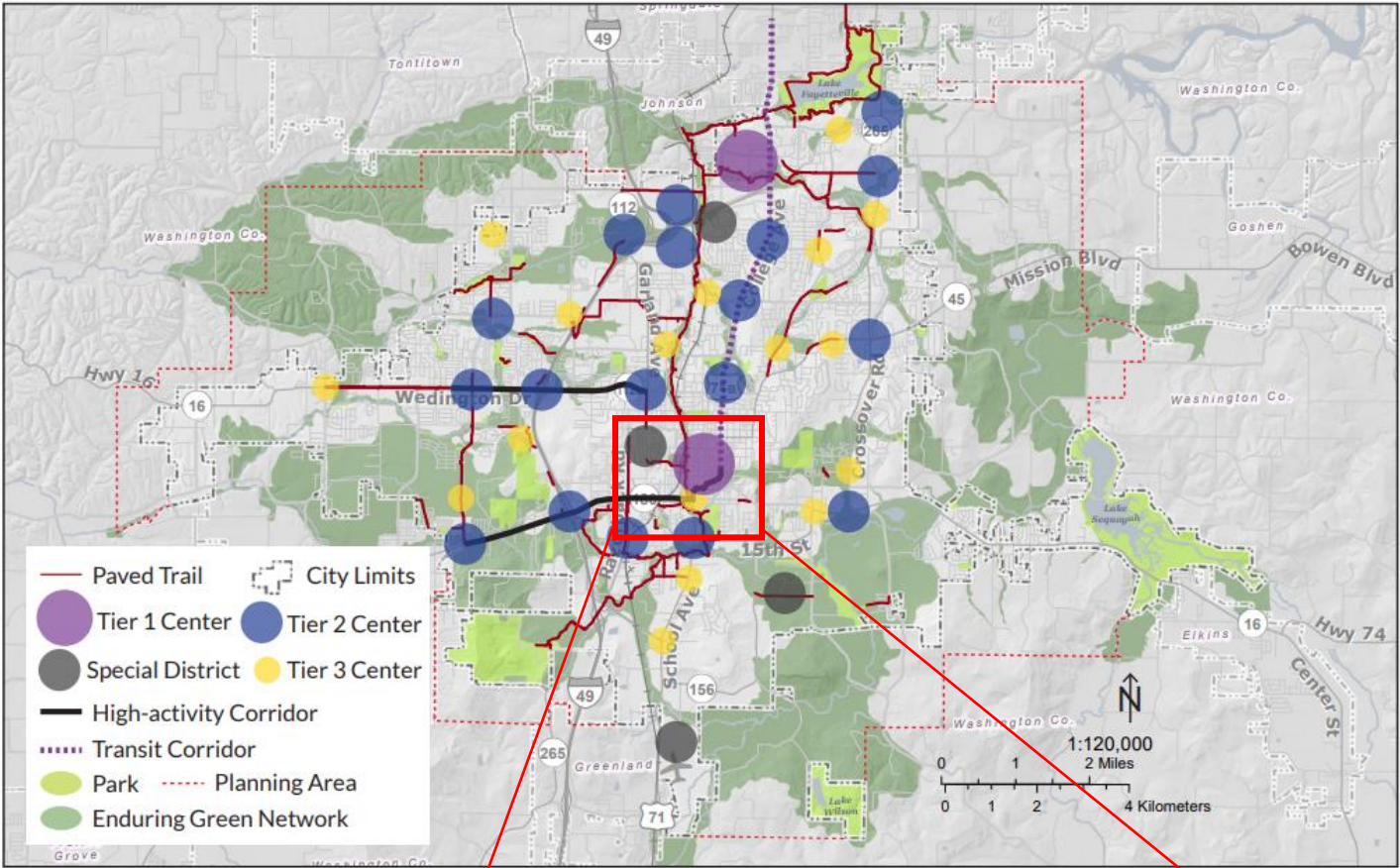
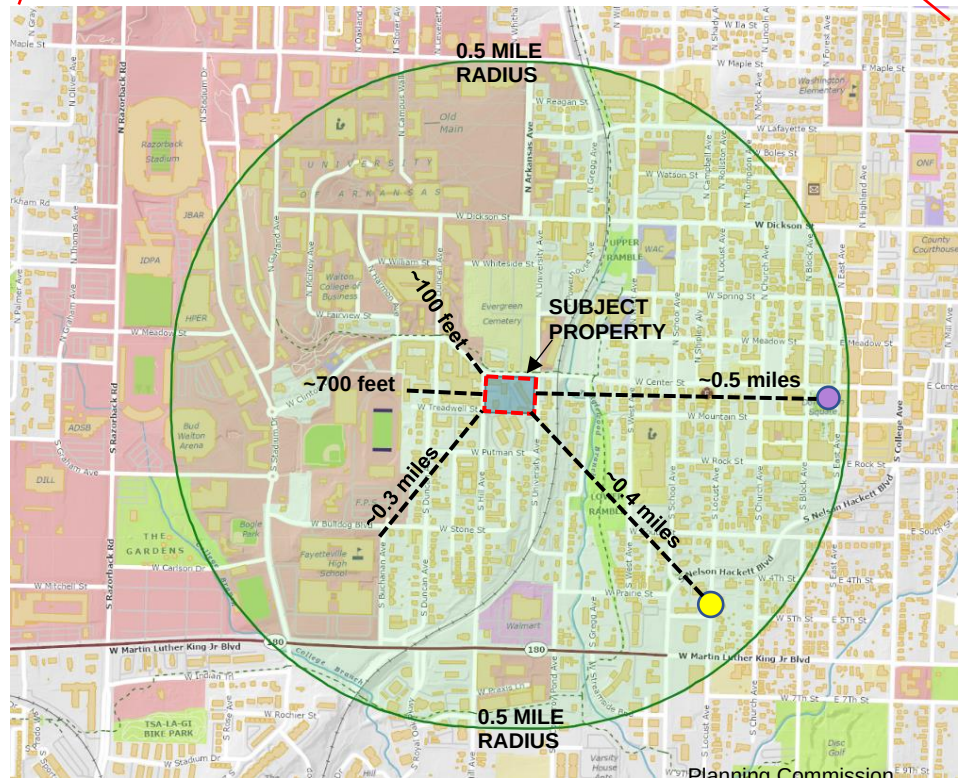


Figure 2.0 - Growth Concept Map



STAFF EXHIBIT: CITY PLAN 2040 EXCERPTS

Introduction

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.



Photo 3.4 - Walker-Stone House



Photo 3.5 - Former Public library

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.



Photo 3.6 - Historic County Courthouse and Center Street

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).



24

Introduction

3.1.8 Encourage new development that supports and complements 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



30

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

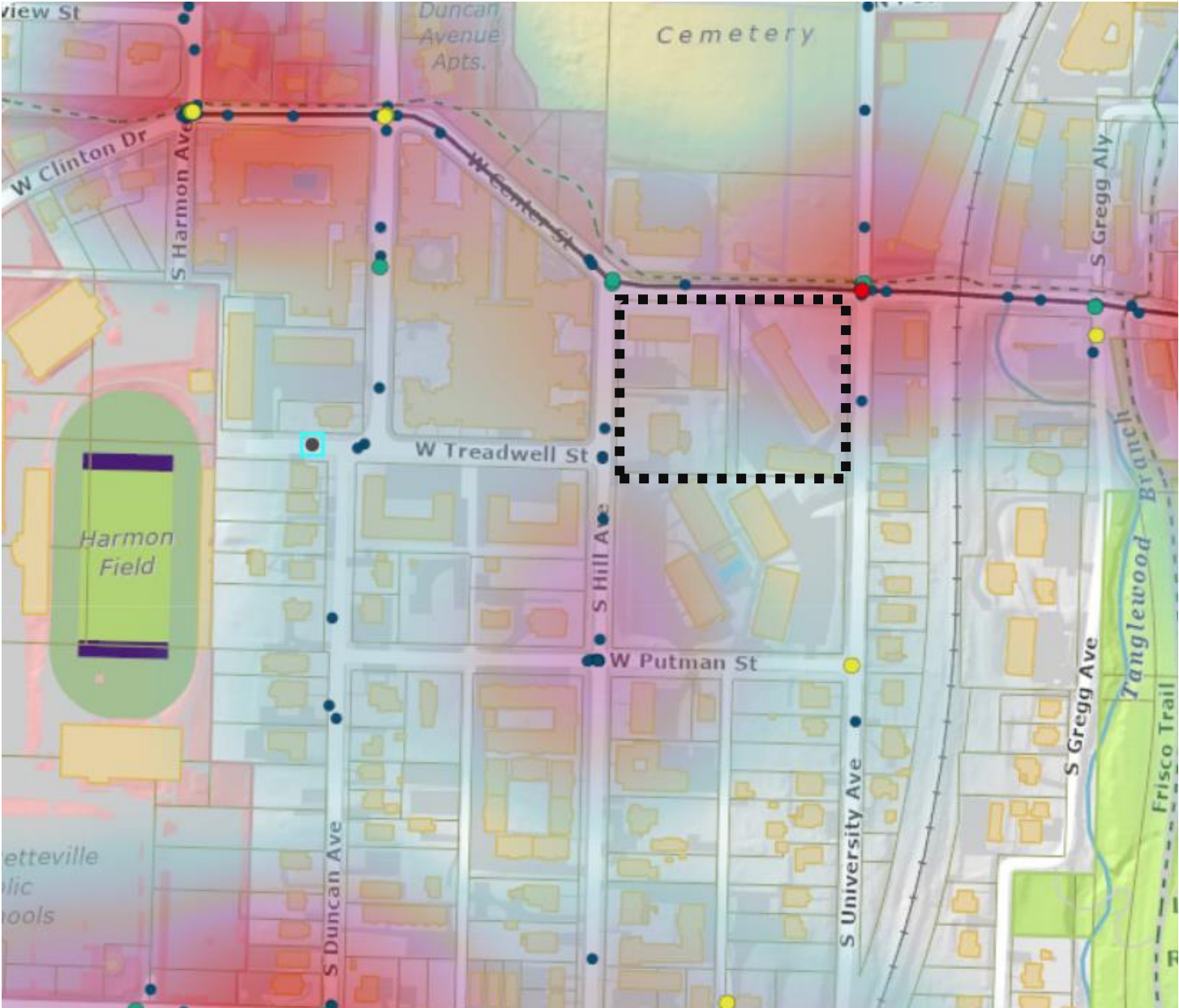


Figure 3.11 - Example Development Layout



32

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 Gerald'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](#) | [Facebook](#) | [Twitter](#) | [Youtube](#)

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](#) | [Facebook](#) | [Twitter](#) | [Youtube](#)

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/bSH5jkfgggsBlfWfNkvhrPdnWM1hcZm6SyguU6luTZhYwM~~VJ~EiXTmQ7YzezzKrYklegBB62d2372nspOdxocb~B-e3UMUEEOCCCCdmciMDItOic8FhdoSiszKfMYGDC~nvpqODj6Ouva6Xc1u8oegh3z0a6MPZNRIGkYuFq8azhvX8jFhjj7vujRPhWWYJTZXOKg-dl2vcG4z1n7qDZmKDVjiOTeDS7cGaexsa7aaTi15> , 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

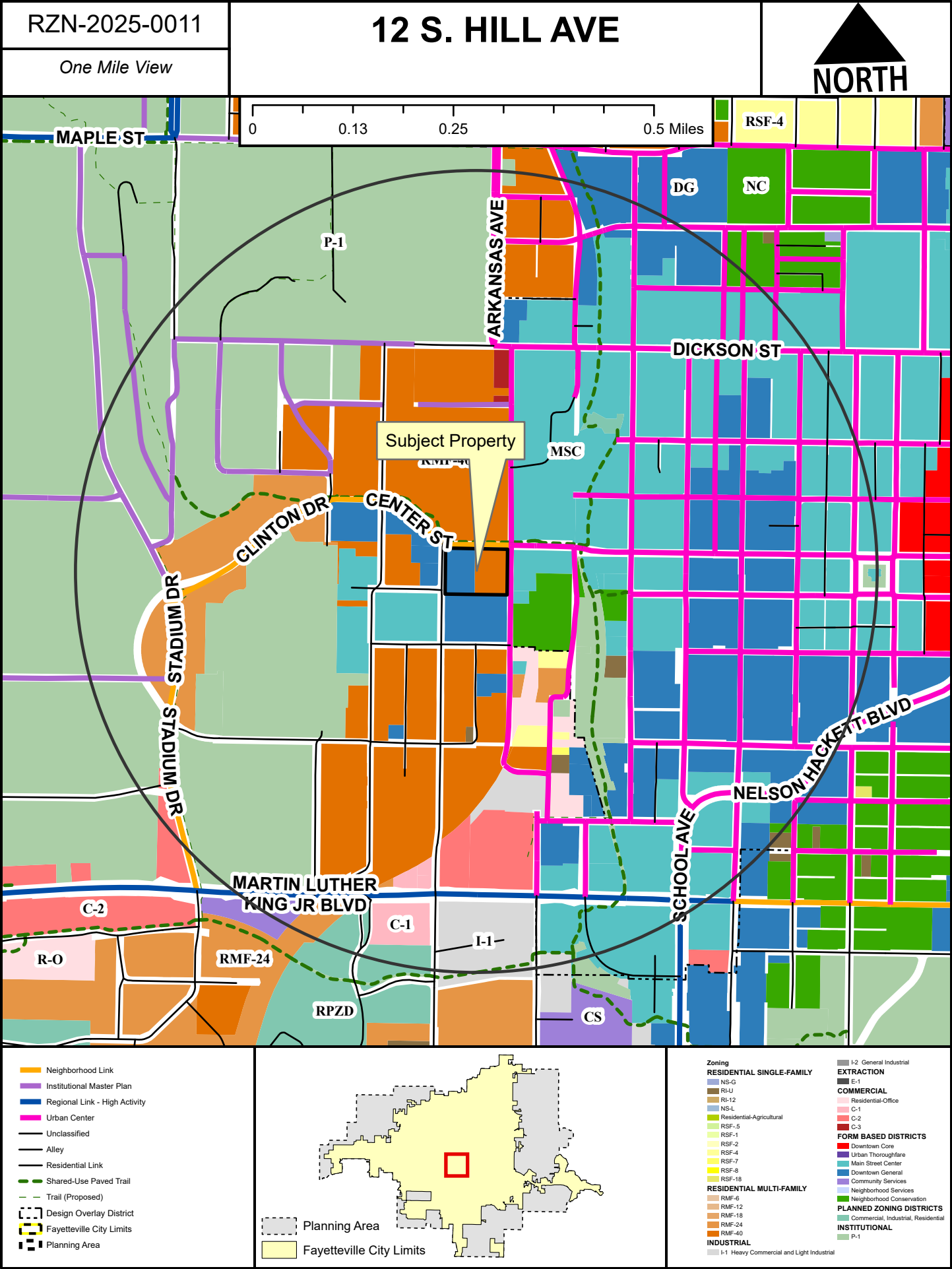
I think this information is valuable and provides additional context for the historic losses our Fayetteville community would endure if the proposed private dorm is built.

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.

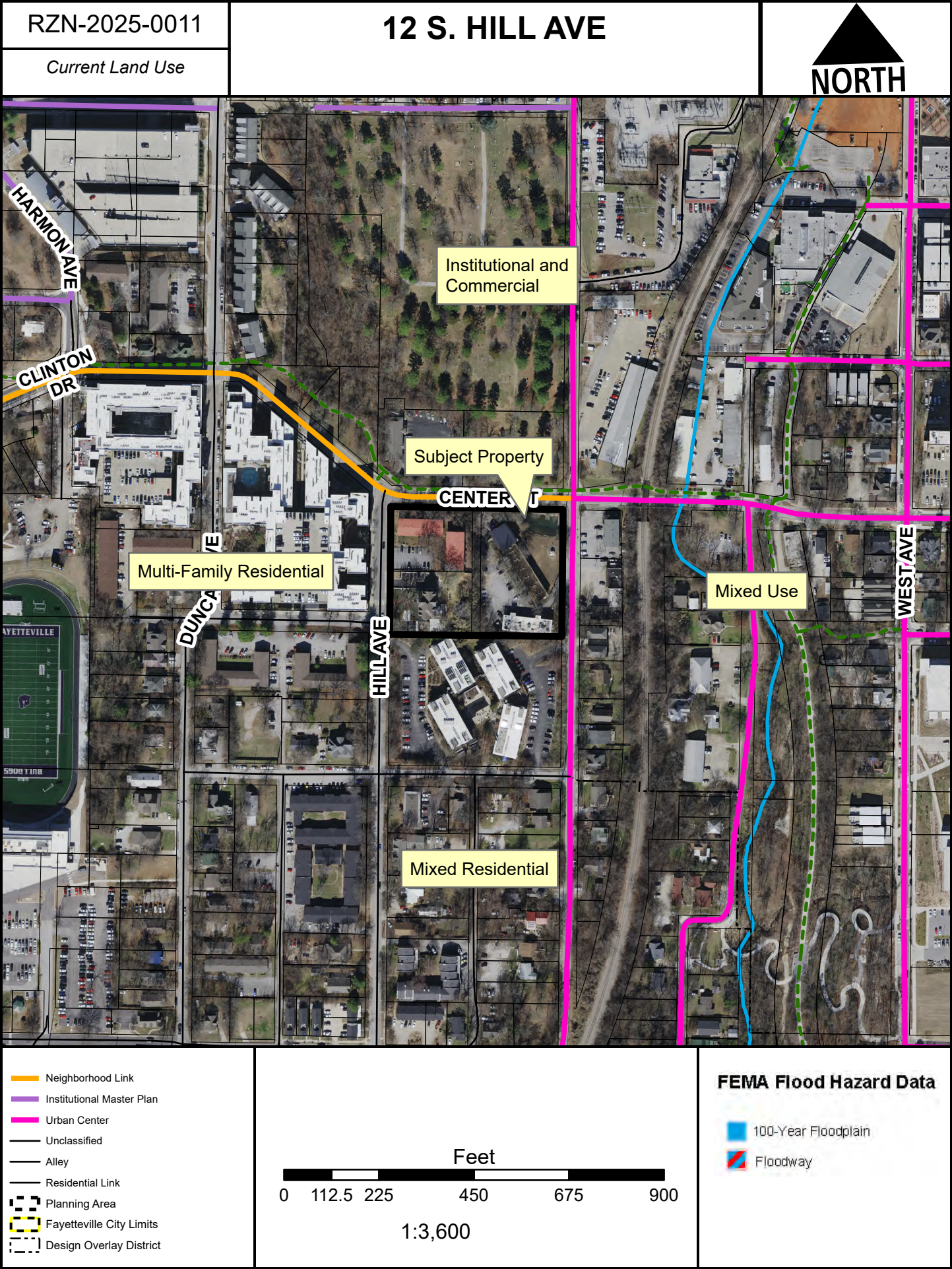
Thank you,

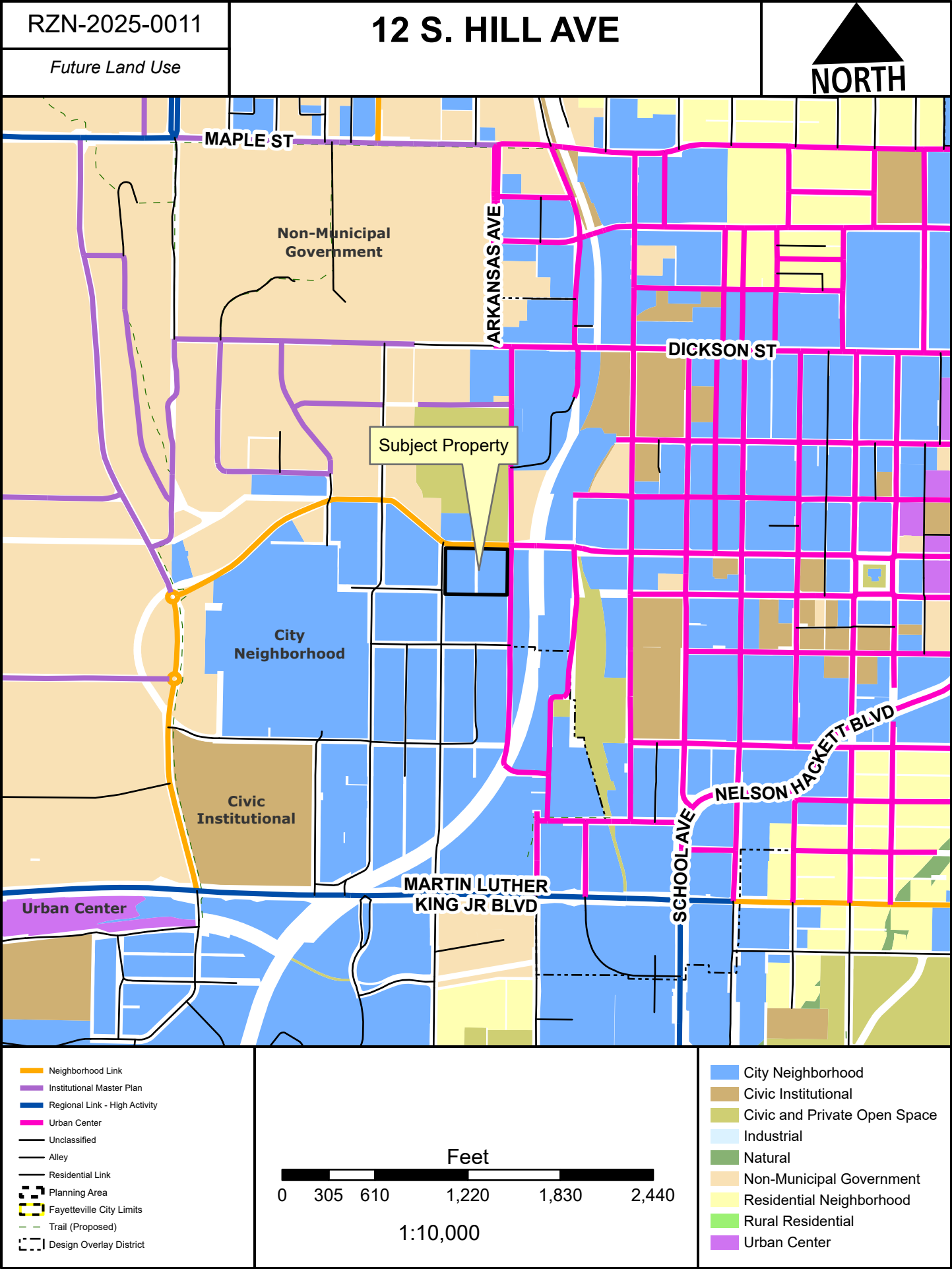
Dede Peters

Ward 2 resident











MEETING OF JULY 29, 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

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1059

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.

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

7 S. UNIVERSITY AVE

EXHIBIT A

Close Up View



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

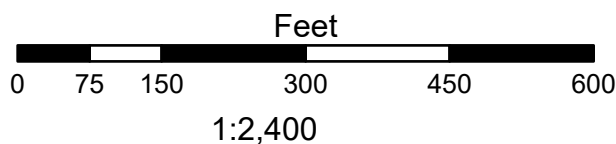


EXHIBIT B

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.



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.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided that any damage or relocation of any Cox facilities will be at the applicant's expense.
AEP/SWEPCO	No objections 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 FayettevilleResponse

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

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

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
Signature

02/11/2025

Date

The Hub- Alley Vacation

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



(479) 443.2377

ncrouch@mce.us.com



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

RE: Partial Alley Vacation Petition
The Hub @ Fayetteville

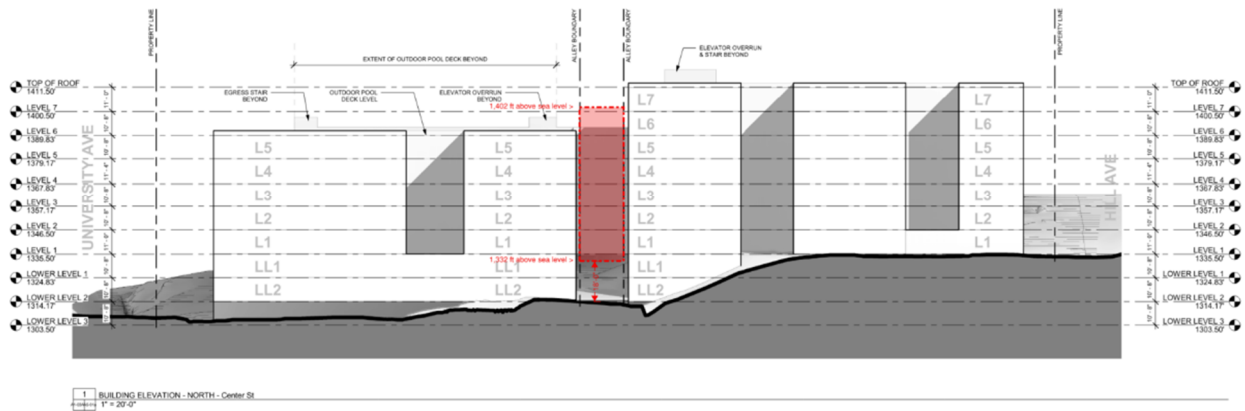
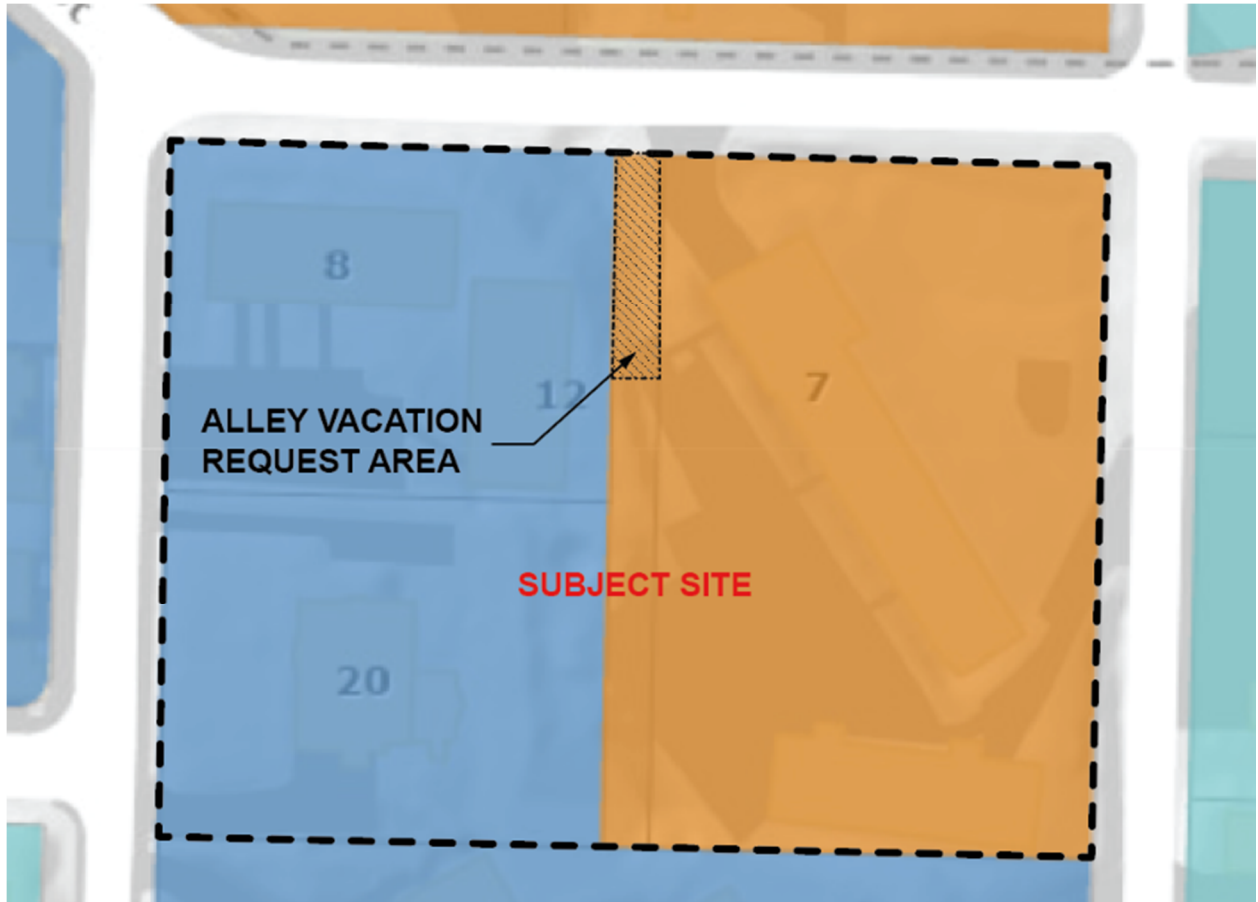


Exhibit B



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

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 PLAY 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 OBSERVED OR NOT READILY VISIBLE.

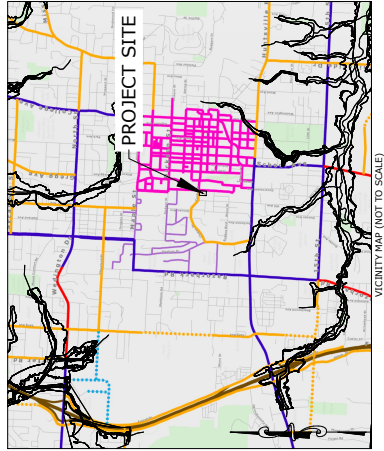
4. AS SHOWN HEREON

5-12. N/A TO SURVEY

13. BUILDING SET BACKS, ERECTIONS, RIGHT OF WAYS AND EASEMENTS, AS SHOWN ON SUBDIVISION PLAT AND ANY AMENDMENTS THERE TO 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, BOOKS 5 AT PAGE 67 & BOOK 5 AT PAGE 78, AS SHOWN HEREON.

PROPERTY ADDRESS:
7 S UNIVERSITY AVE
FAYETTEVILLE, AR 72701

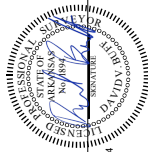


VICINITY MAP (NOT TO SCALE)

GENERAL NOTES

1. ZONING - THIS PROPERTY IS CURRENTLY ZONED DISTRICT RMF-40, RESIDENTIAL MULTIFAMILY - 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: 10 FEET
C. SIDE SINGLE & DUO 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 ASSESSORS' AND CIRCUIT CLERK'S RECORDS AND HAS NOT BEEN VERIFIED BY MCCELLEAND ENGINEERS.
5. ALL EASEMENTS KNOWN TO MCCELLEAND 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 EASEMENTS OF RECORD, WHETHER KNOWN OR UNKNOWN TO THE SURVEYOR, 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 NUMBER 17024C02, 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.

TO
STEWART TITLE GUARANTY COMPANY, AMBG, 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
FOR ALTA/NSPS SURVEYS, AS ADOPTED BY THE BOARD OF SURVEYORS AND
ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 8, 9, 11, 13, 14, 16, 17, 18 AND 20
OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 15, 2024.



NOVEMBER 15, 2024
DAVID BUFF
ARKANSAS PS #1894

ALTA/NSPS LAND TITLE SURVEY
FAYETTEVILLE, ARKANSAS



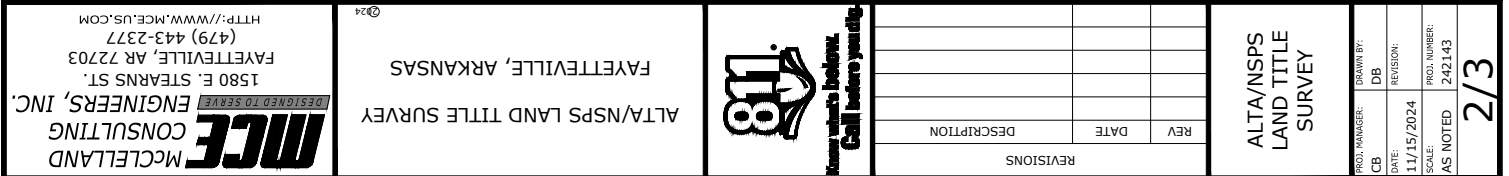
MCCELLEAND CONSULTING ENGINEERS, INC.
1508 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

ALTA/NSPS
LAND TITLE
SURVEY

PROJECT MANAGER:	CS/ADMIN BY:
CB	DB
DATE:	REVISION:
11/15/2024	
SCALE:	PROD. NUMBER:
AS NOTED	242143

1/3





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

COMMITMENT FOR TITLE INSURANCE
STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 2424850
DATED AUGUST 29, 2024 AT 8:04AM

PROPERTY DESCRIPTION - PER TITLE COMMITMENT NO. 2424850

LOTS ONE (1), TWO (2) AND THREE (3), 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-1 REQUIREMENTS

N/A TO SURVEY

SCHEDULE B-1 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
OBSERVED OR NOT READILY VISIBLE

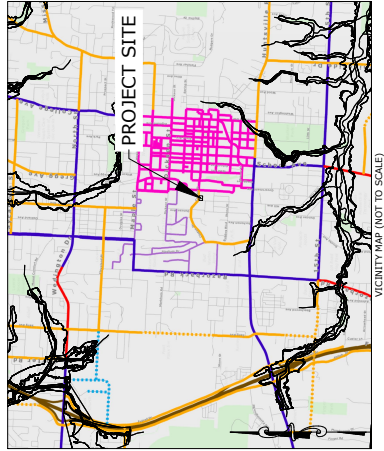
4. AS SHOWN HEREON

5-12. N/A TO SURVEY

13. BUILDING SET BACKS, ERECTIONS, RIGHT OF WAYS AND EASEMENTS, AS SHOWN ON SUBDIVISION PLAT AND
ANY AMENDMENTS THERE TO 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, BOOKS 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



VICINITY MAP (NOT TO SCALE)

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.



NOVEMBER 15, 2024

DAVID BUFF
ARKANSAS PS #1894

GENERAL NOTES

1. ZONING: THIS PROPERTY IS CURRENTLY ZONED DOWNTOWN GENERAL. PER CITY OF FAYETTEVILLE GIS, NO
ZONING VIOLATIONS WERE OBSERVED. THE SURVEYOR HAS REVIEWED THE CITY OF FAYETTEVILLE ONLINE MUNICIPAL
STREETS 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: 5 FEET

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 MCCELLEAND ENGINEERS.

5. ALL EASEMENTS KNOWN TO MCCELLEAND 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 OBTAINED
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
NO. 17050C02, 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.



ALTA/NSPS LAND TITLE SURVEY
FAYETTEVILLE, ARKANSAS

MCCELLEAND CONSULTING ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

REVISIONS		
REV	DATE	DESCRIPTION

ALTA/NSPS
LAND TITLE
SURVEY

PROJECT MANAGER:	CS/ADMIN BY:
CB	DB
DATE:	REVISION:
11/15/2024	
SCALE:	PROD. NUMBER:
AS NOTED	242143

1/3



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

COMMITMENT FOR TITLE INSURANCE
STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 2425001
DATED AUGUST 29, 2024 AT 8:04AM

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-1 REQUIREMENTS

N/A TO SURVEY

SCHEDULE B-1 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 OBSERVED OR NOT READILY VISIBLE.

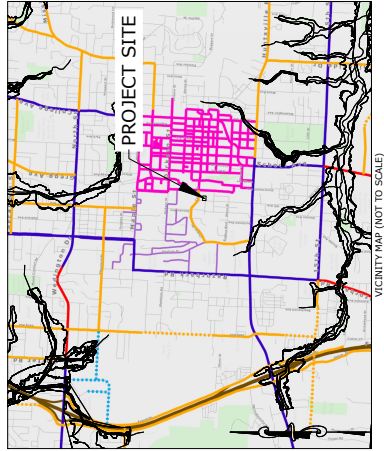
4. AS SHOWN HEREON

5-12. N/A TO SURVEY

13. BUILDING SET BACKS, ERECTIONS, RIGHT OF WAYS AND EASEMENTS, AS SHOWN ON SUBDIVISION PLAT AND ANY AMENDMENTS THERE TO 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, BOOKS 5 AT PAGE 67 & BOOK 5 AT PAGE 78, AS SHOWN HEREON.

PROPERTY ADDRESS:
20 S HILL AVE
FAYETTEVILLE, AR 72701



VICINITY MAP (NOT TO SCALE)

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, 15, 17, 19, AND 20 OF TABLE A HEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 15, 2024.



NOVEMBER 15, 2024

DAVID BUFF
ARKANSAS PS #1894

GENERAL NOTES

1. ZONING: THIS PROPERTY IS CURRENTLY ZONED DOWNTOWN GENERAL. PER CITY OF FAYETTEVILLE GIS, NO ZONING MAPS OR ORDINANCES HAVE BEEN IDENTIFIED THAT MAY AFFECT THE PROPERTY. THE CITY OF FAYETTEVILLE OFFERS ZONING MAPS AND ORDINANCES 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. REAR: 5 FEET

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 MCCELLEAND ENGINEERS.

5. ALL EASEMENTS KNOWN TO MCCELLEAND 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 OBSERVED 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 NUMBER 17050C02, EFFECTIVE JANUARY 25, 2024, THE SUBJECT PROPERTY IS IN ZONE "X", "AREA OF MINIMAL FLOOD HAZARD".

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11. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO S. HILL AVENUE, A PUBLICLY DEDICATED RIGHT-OF-WAY

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McLelland Consulting Engineers, Inc.

1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

DESIGNER TO SERVICE

MCE

McLelland Consulting Engineers, Inc.

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

PROJECT MANAGER:
CB

DESIGNER:
DB

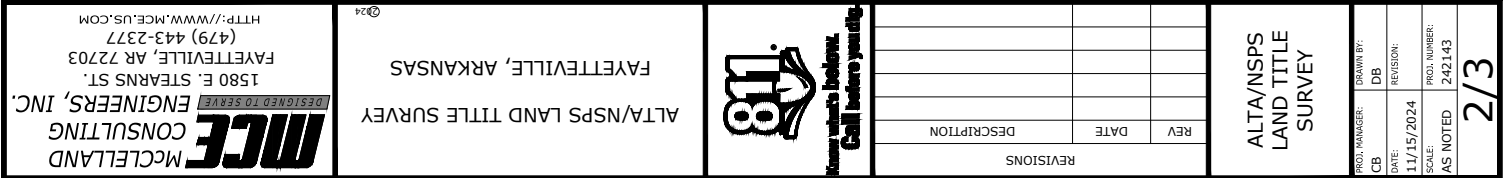
DATE:
11/15/2024

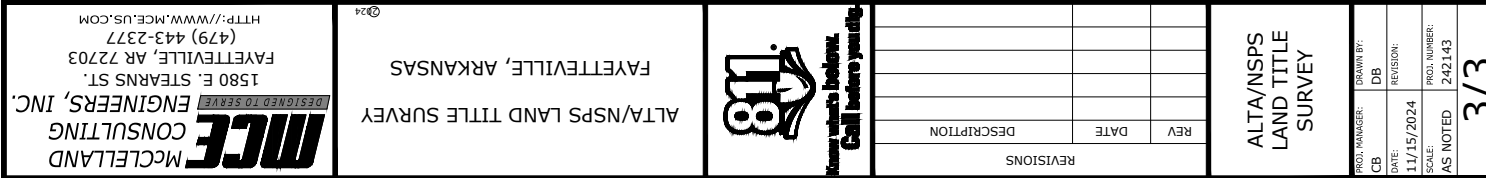
SCALE:
AS NOTED

PROD. NUMBER:
242143

1/3



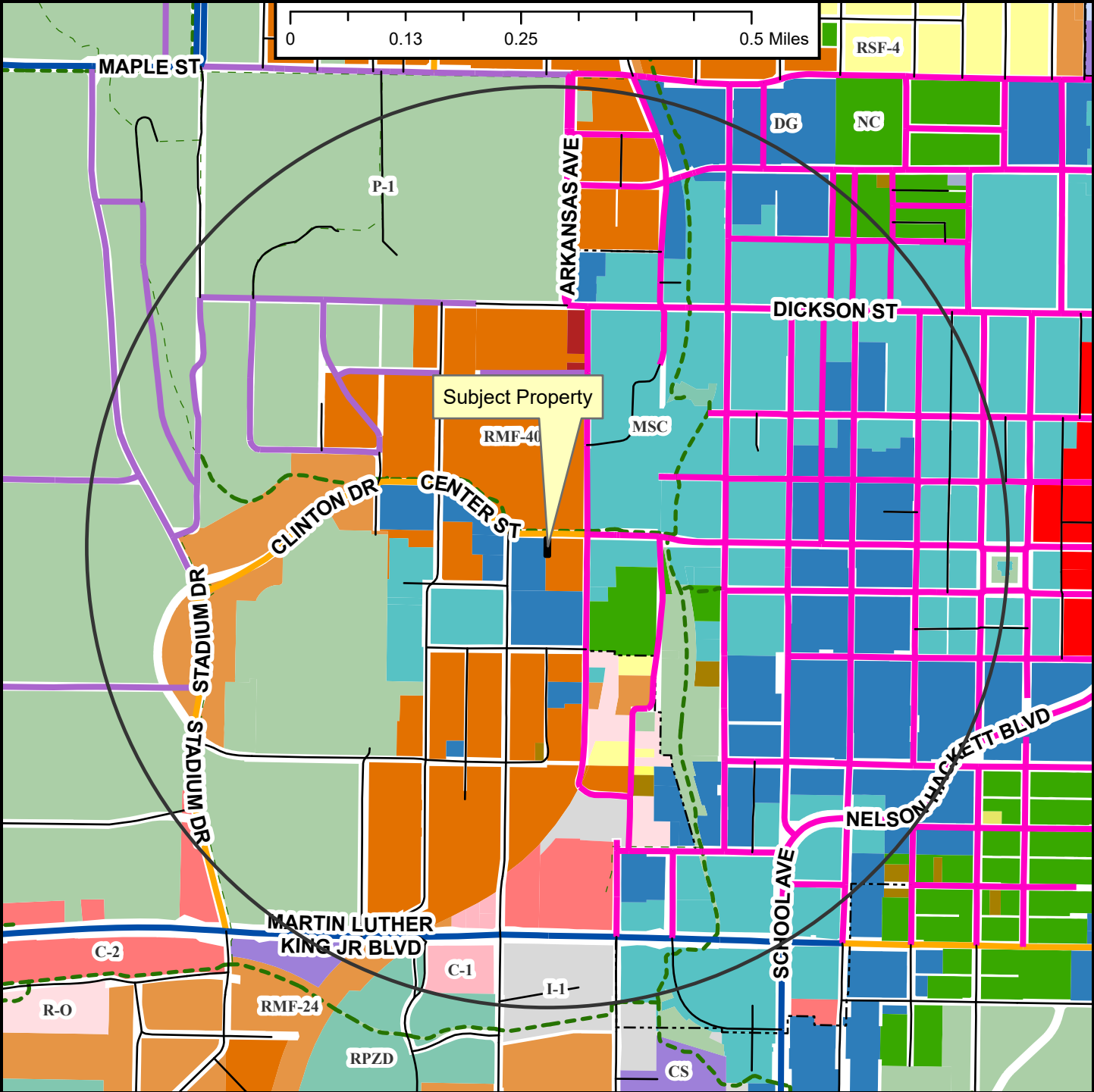




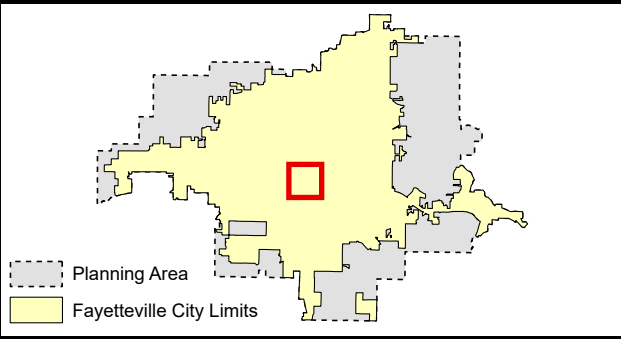
VAC-2025-0007
<i>One Mile View</i>

One Mile View

7 S. UNIVERSITY AVE



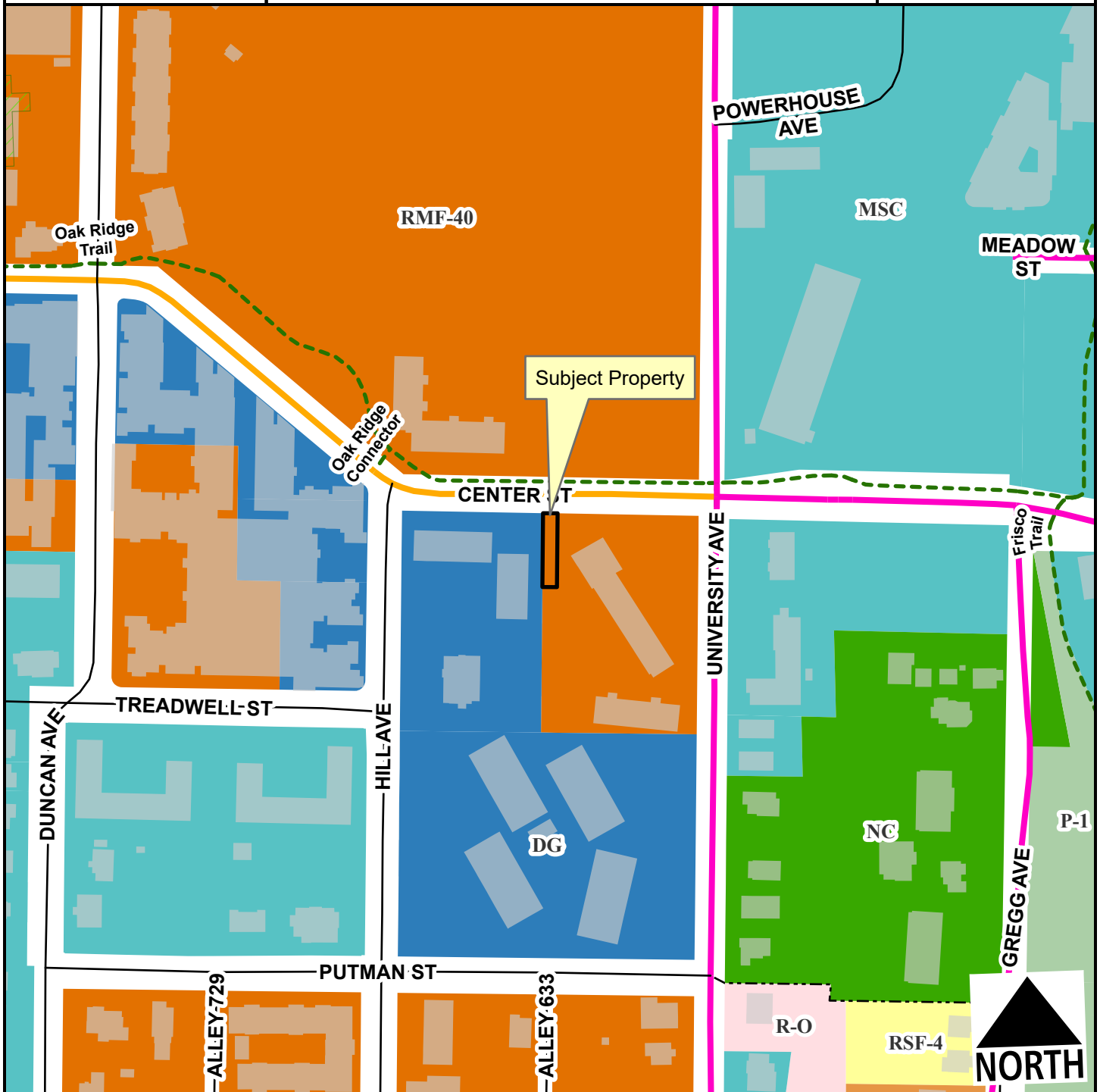
-
-  Neighborhood Link
 Institutional Master Plan
 Regional Link - High Activity
 Urban Center
 Unclassified
 Alley
 Residential Link
 Shared-Use Paved Trail
 Trail (Proposed)
 Design Overlay District
 Fayetteville City Limits
 Planning Area



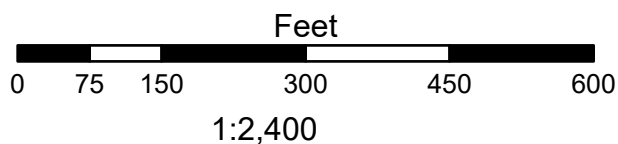
VAC-2025-0007

7 S. UNIVERSITY AVE

Close Up View



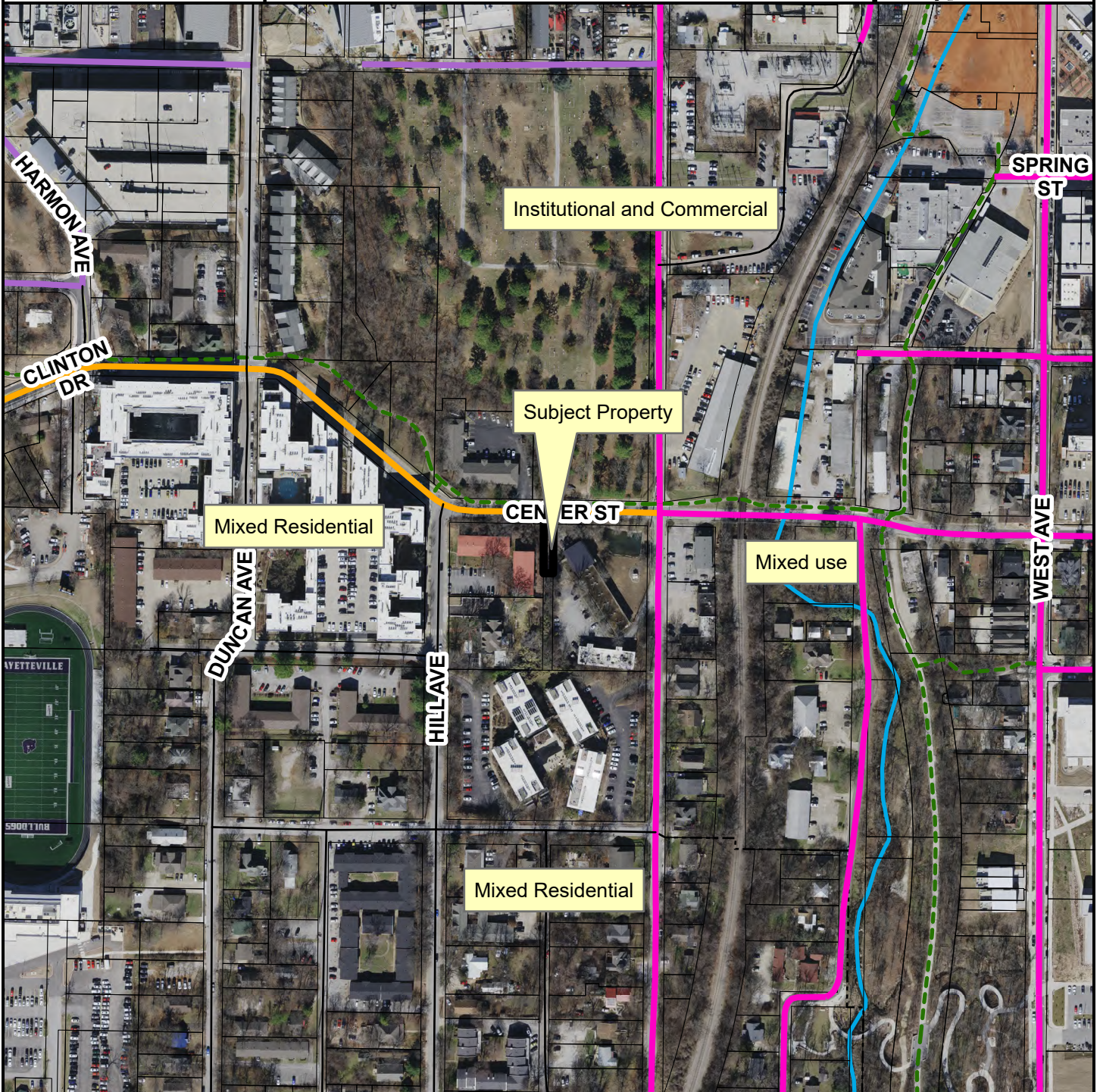
- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District



VAC-2025-0007

7 S. UNIVERSITY AVE

Current Land Use



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



MEETING OF JULY 29, 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.

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	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).

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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

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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 turnover 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 curbsort 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 curbsort 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 curbsort 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

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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,

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- 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

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1135

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 ordinance 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



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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:

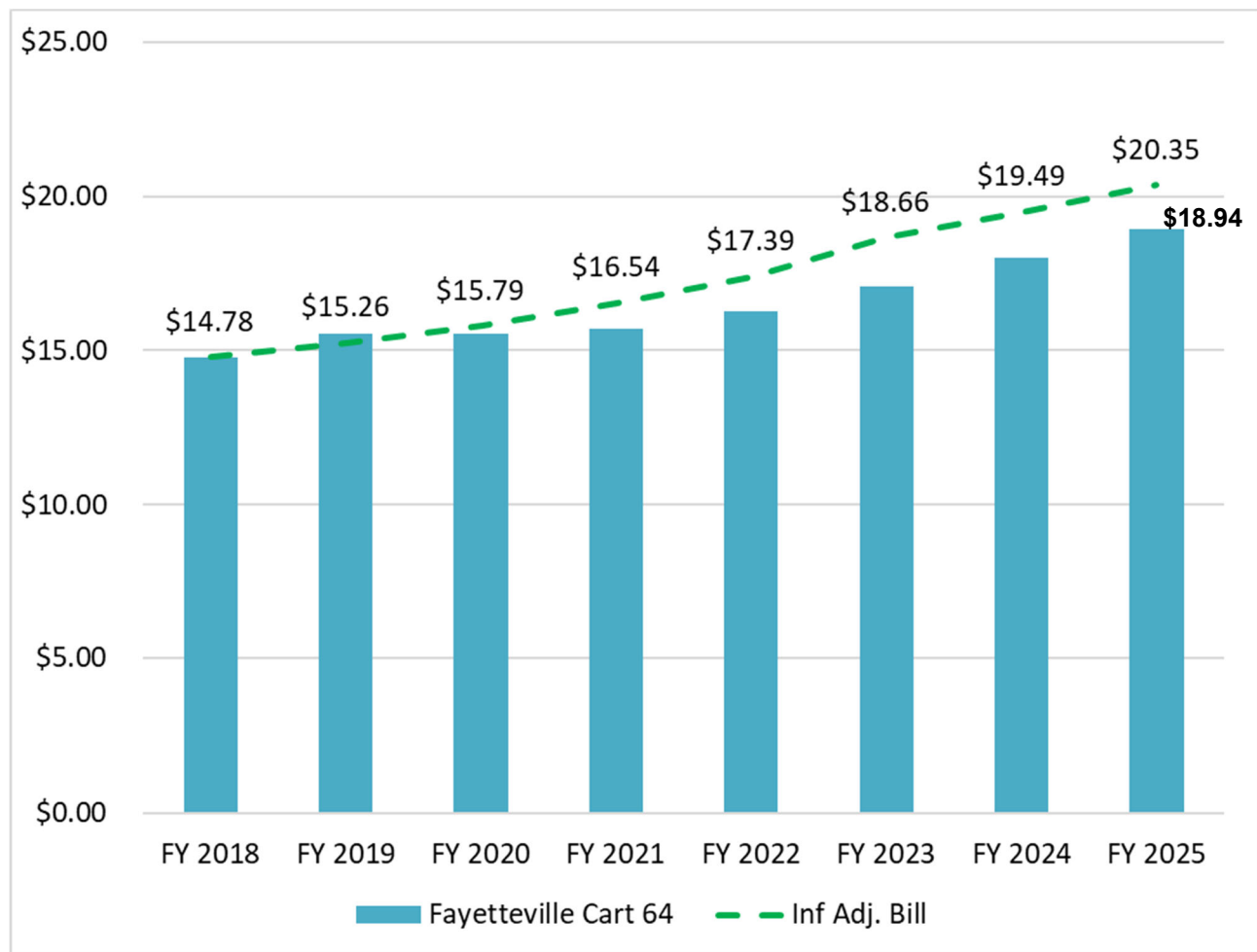
“Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis be financed or recovered primarily through 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.

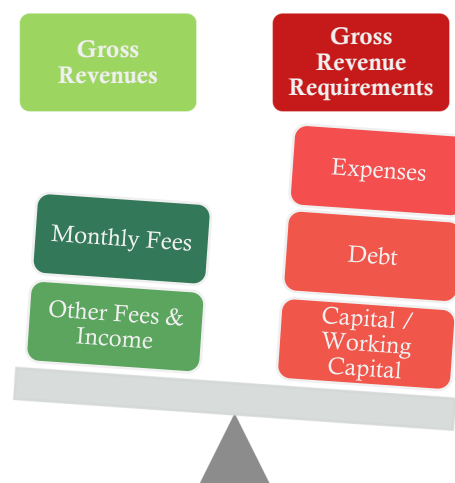
1.2. Methodology

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
– <u>Interest Income / Transfers from Operating Reserves</u>
= 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

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%

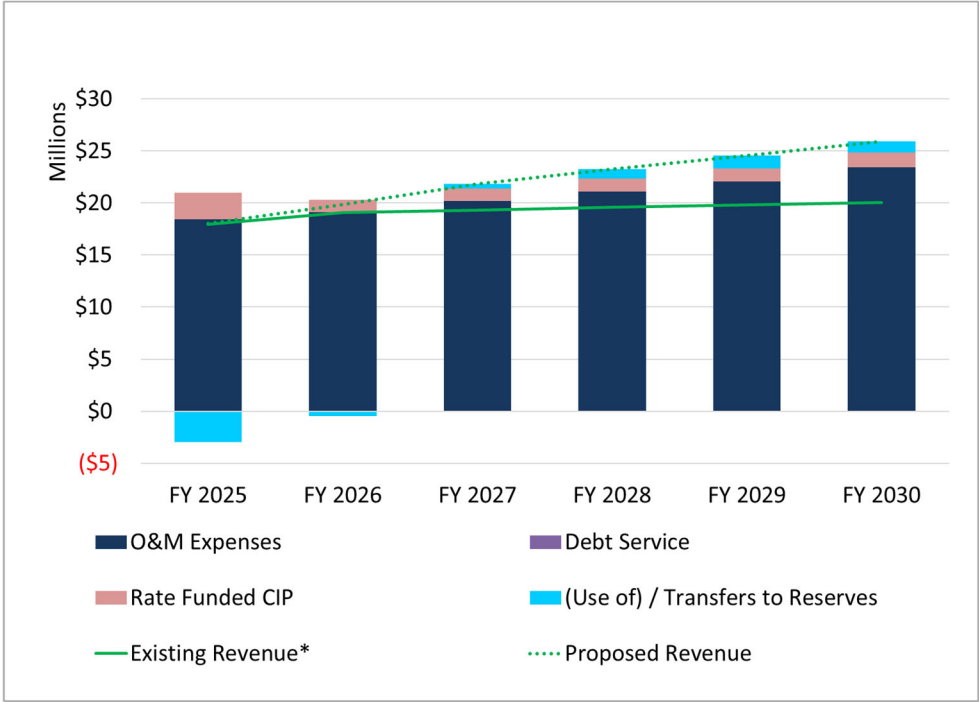
Key factors influencing the need for identified revenue adjustments include:

- 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)

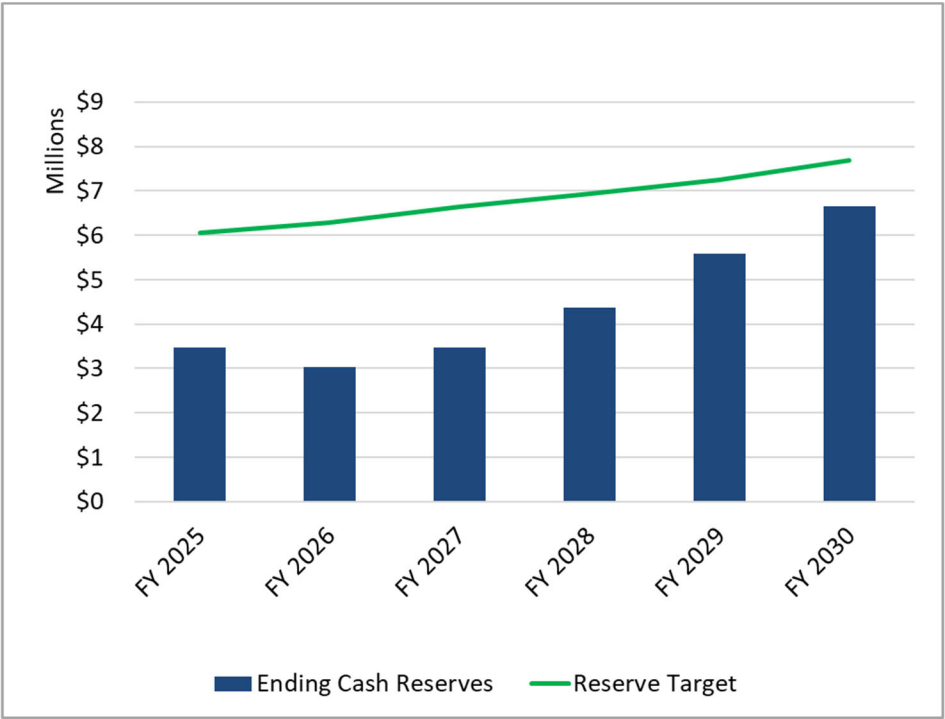


Figure 1-3 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City’s total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual 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)

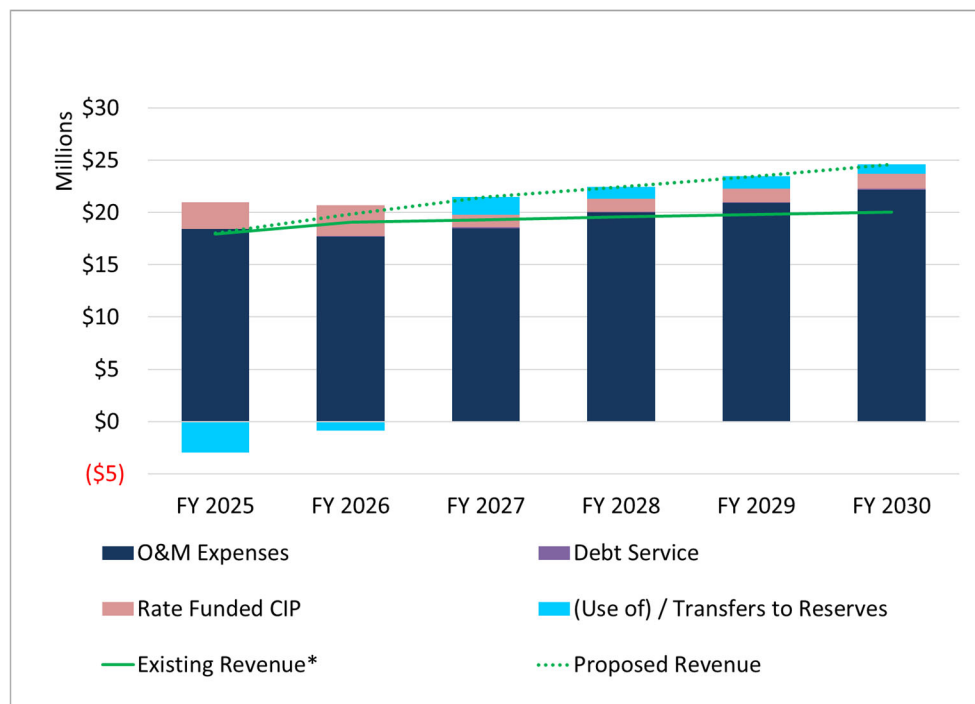
Effective Date	Rate Adj.
January 1, 2026	9.50%
January 1, 2027	7.50%
January 1, 2028	3.50%
January 1, 2029	3.50%
January 1, 2030	3.50%

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)

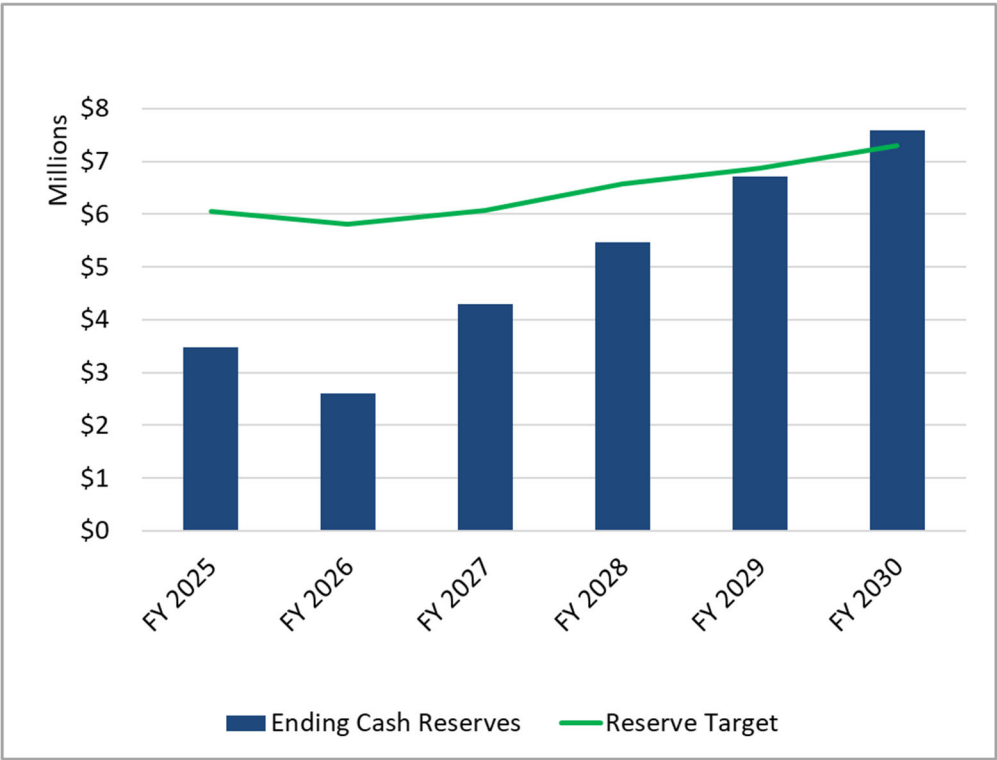


Figure 1-3 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City’s total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual 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

Description	Current		Proposed			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<u>Residential</u>						
<u>Inside City</u>						
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
<u>Outside City</u>						
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
<u>Commercial</u>						
<u>Inside City</u>						
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
<u>Outside City</u>						
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
<u>Shared Bin (Multi-Meter)</u>						
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
<u>Inside City</u>						
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
<u>Outside City</u>						
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

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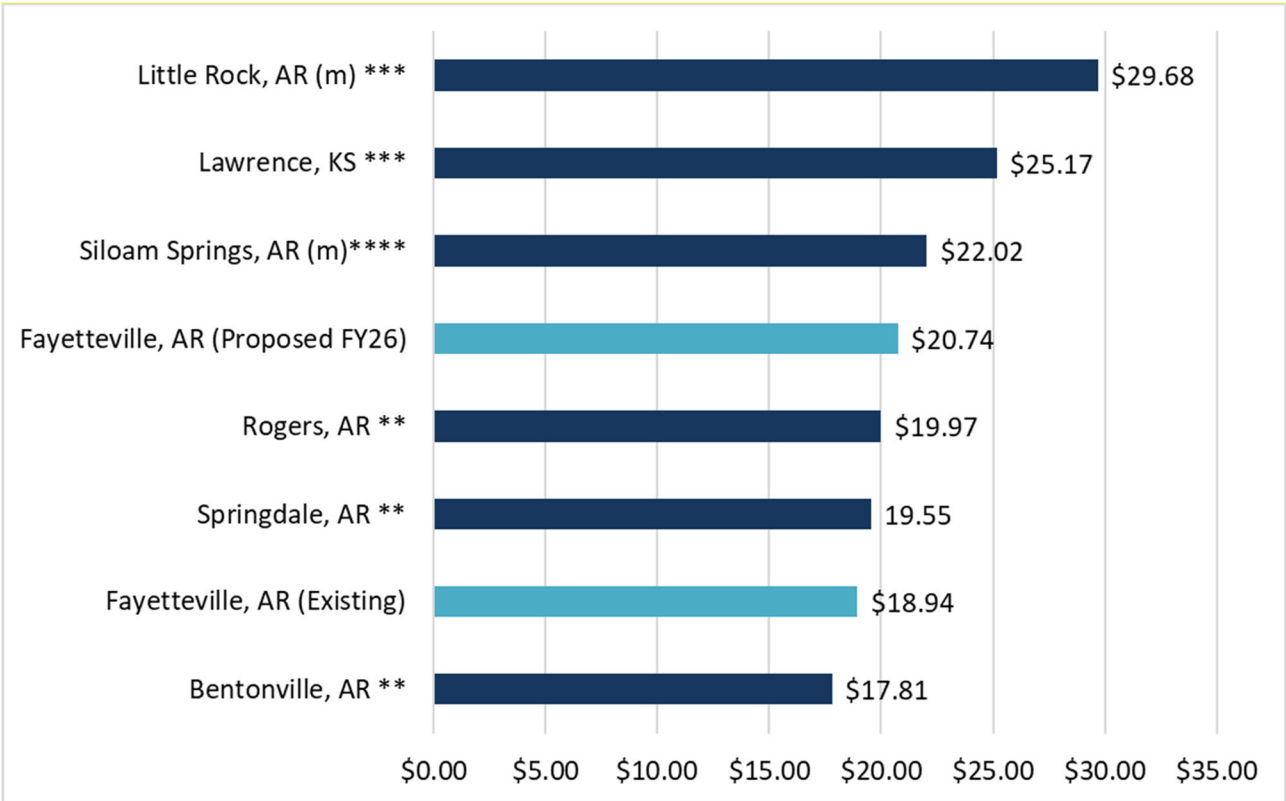
Description	Current FY 2025	FY 2026	FY 2027	Proposed FY 2028	FY 2029	FY 2030
<u>Compactors</u>						
Compacted Trash 4YD	\$348.89	\$382.03	\$410.68	\$425.06	\$439.93	\$455.33
Compacted Trash 6YD	\$523.32	\$573.04	\$616.02	\$637.58	\$659.89	\$682.99
Compacted Cardboard 4YD	\$87.21	\$95.50	\$102.66	\$106.25	\$109.97	\$113.82
Compacted Cardboard 6YD	\$130.82	\$143.25	\$154.00	\$159.39	\$164.97	\$170.74
<u>Roll-Offs – By Pickups</u>						
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
<u>Roll-Offs – By Pickups</u>						
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



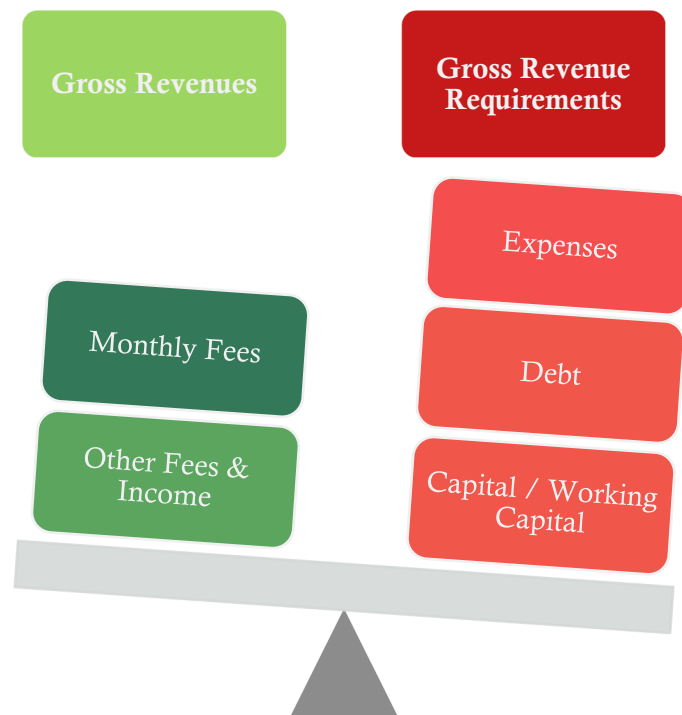
m = Municipally operated trash and recycling
*** = Subscription yard waste collection or drop-off only for yard waste*
**** = Every other week recycling collection*
***** = Every other week yard waste collection*

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 curbside 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 3-1Error! 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
<u>Transfer Station</u>	<u>15,044</u>	<u>15,044</u>	<u>15,044</u>	<u>15,044</u>	<u>15,044</u>	<u>15,044</u>
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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<i>Continued</i>	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	<u>\$0.9</u>	<u>\$0.9</u>	<u>\$0.9</u>	<u>\$0.9</u>	<u>\$0.9</u>	<u>\$0.9</u>
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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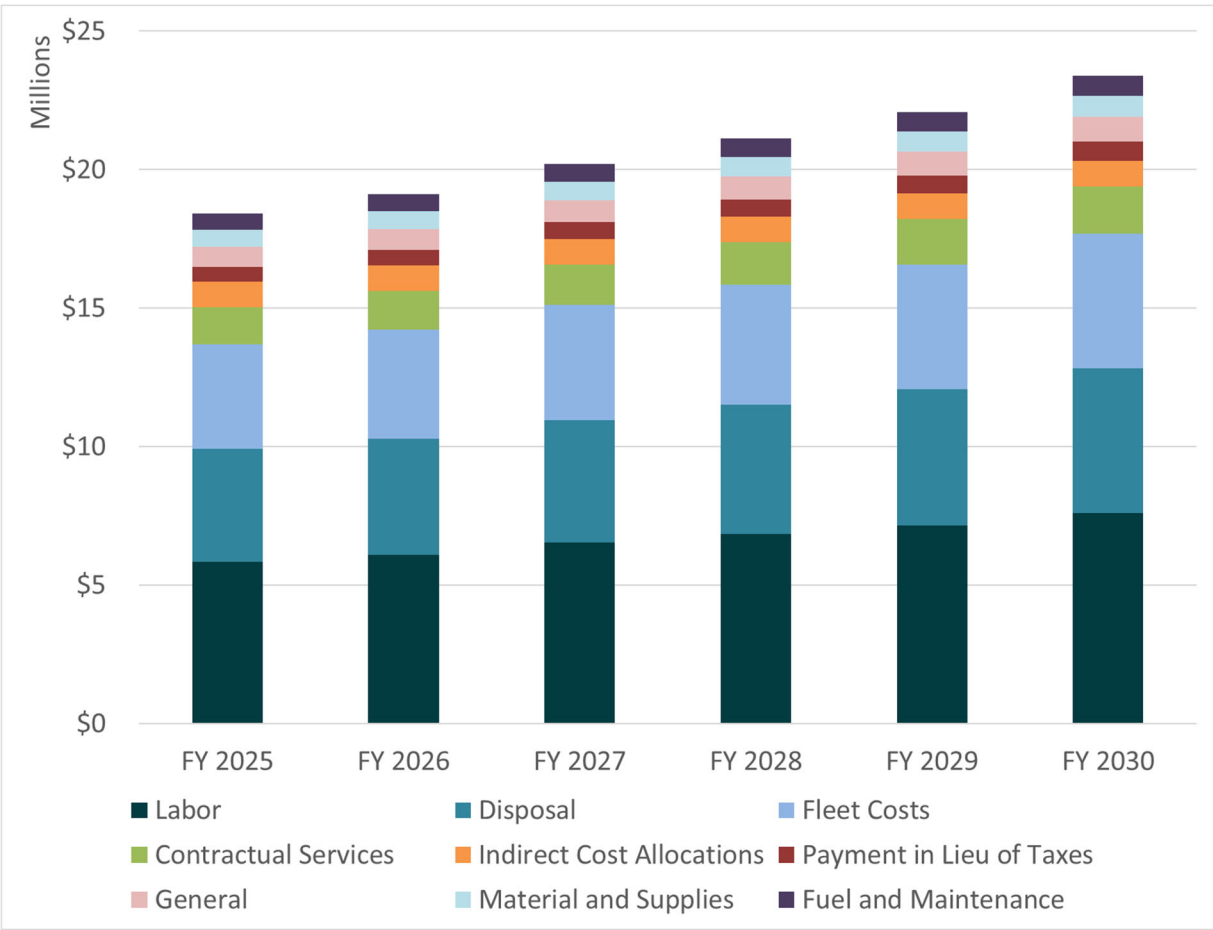
3.4. Expenditures

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	<u>\$1,347,087</u>	<u>\$1,402,001</u>	<u>\$1,459,231</u>	<u>\$1,518,878</u>	<u>\$1,581,042</u>	<u>\$1,645,830</u>
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	<u>\$160,000</u>	<u>\$160,000</u>	<u>\$160,000</u>	<u>\$160,000</u>	<u>\$160,000</u>
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

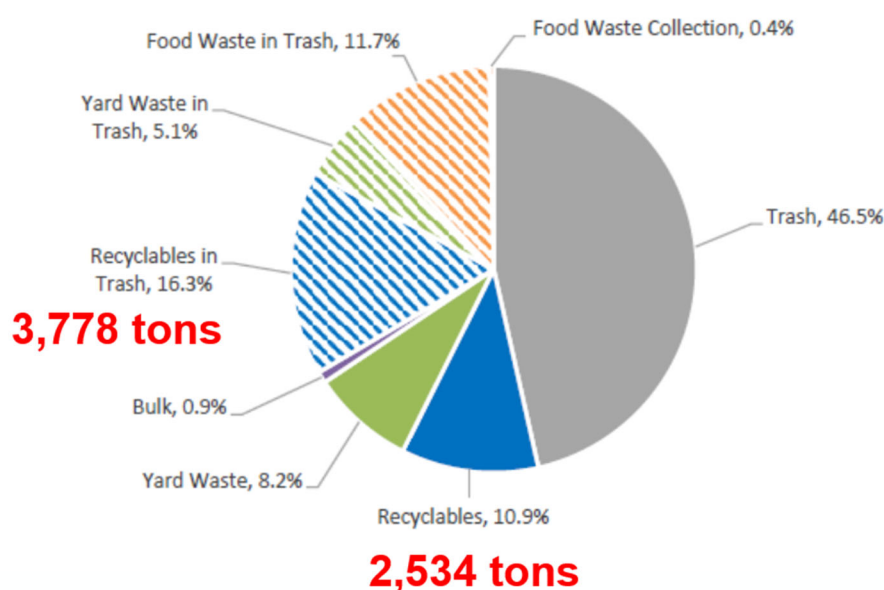
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Operating Reserves	\$6,052,208	\$6,281,143	\$6,639,714	\$6,941,300	\$7,256,766	\$7,689,546

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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)

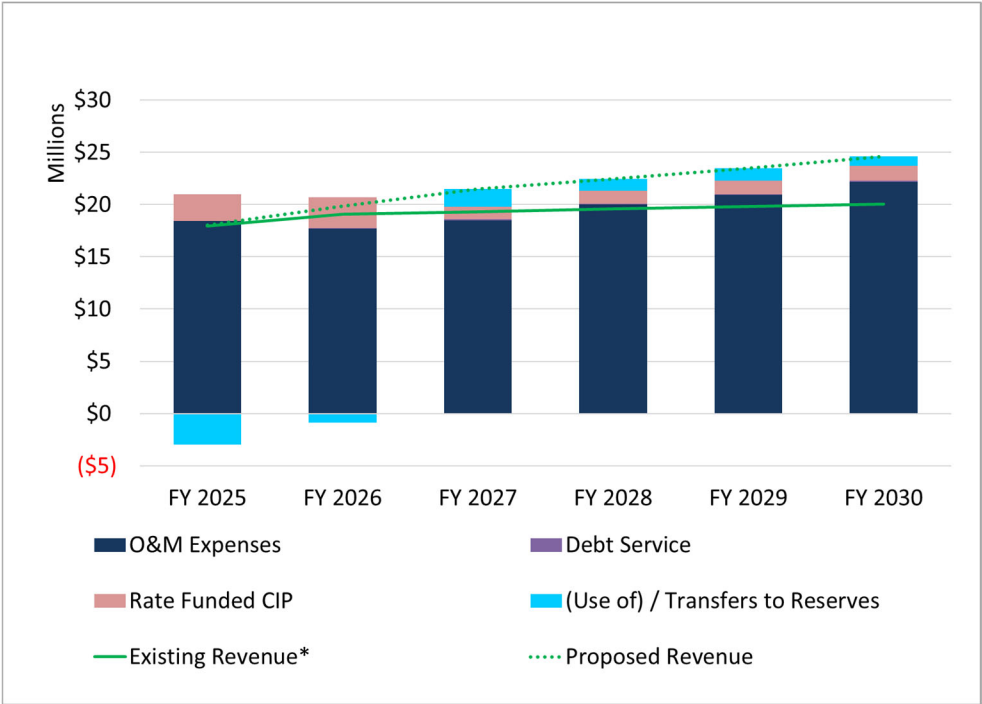
Effective Date	Rate Adj.
January 1, 2026	9.50%
January 1, 2027	7.50%
January 1, 2028	3.50%
January 1, 2029	3.50%
January 1, 2030	3.50%

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)

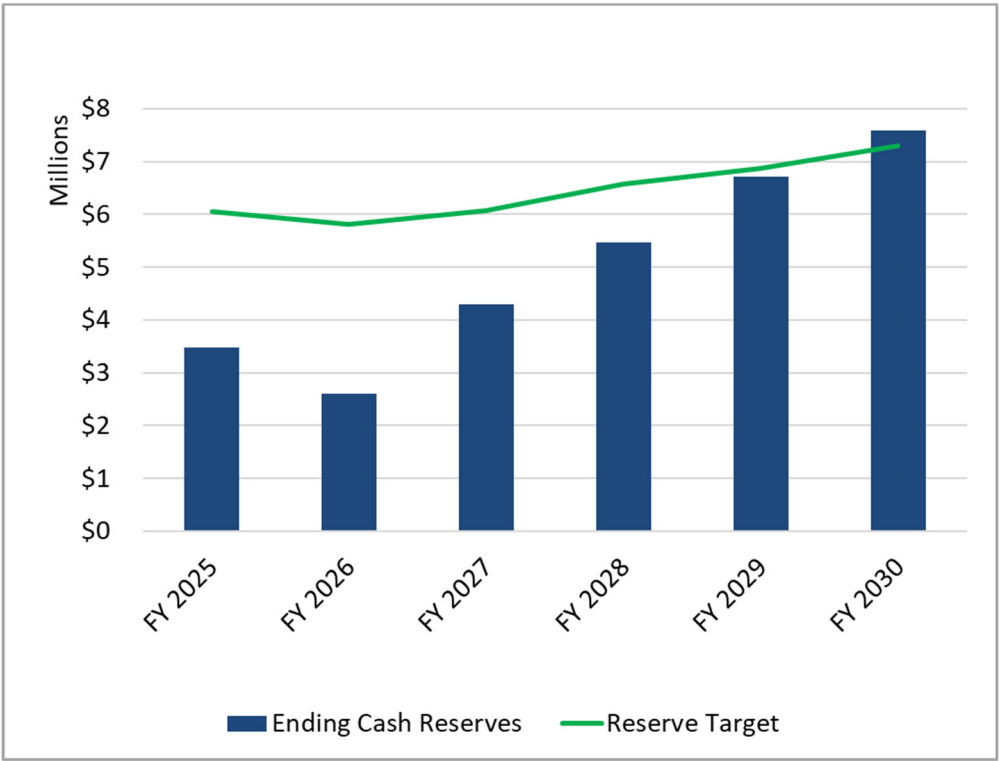


*Existing revenue includes assumed 4.5% CPI escalation increases

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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

Description	Current		Proposed			
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<u>Residential</u>						
<u>Inside City</u>						
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
<u>Outside City</u>						
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
<u>Commercial</u>						
<u>Inside City</u>						
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
<u>Outside City</u>						
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
<u>Shared Bin (Multi-Meter)</u>						
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
<u>Inside City</u>						
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
<u>Outside City</u>						
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

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Description	Current FY 2025	FY 2026	FY 2027	Proposed FY 2028	FY 2029	FY 2030
<u>Compactors</u>						
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
<u>Roll-Offs – By Pickups</u>						
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
<u>Roll-Offs – By Pickups</u>						
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

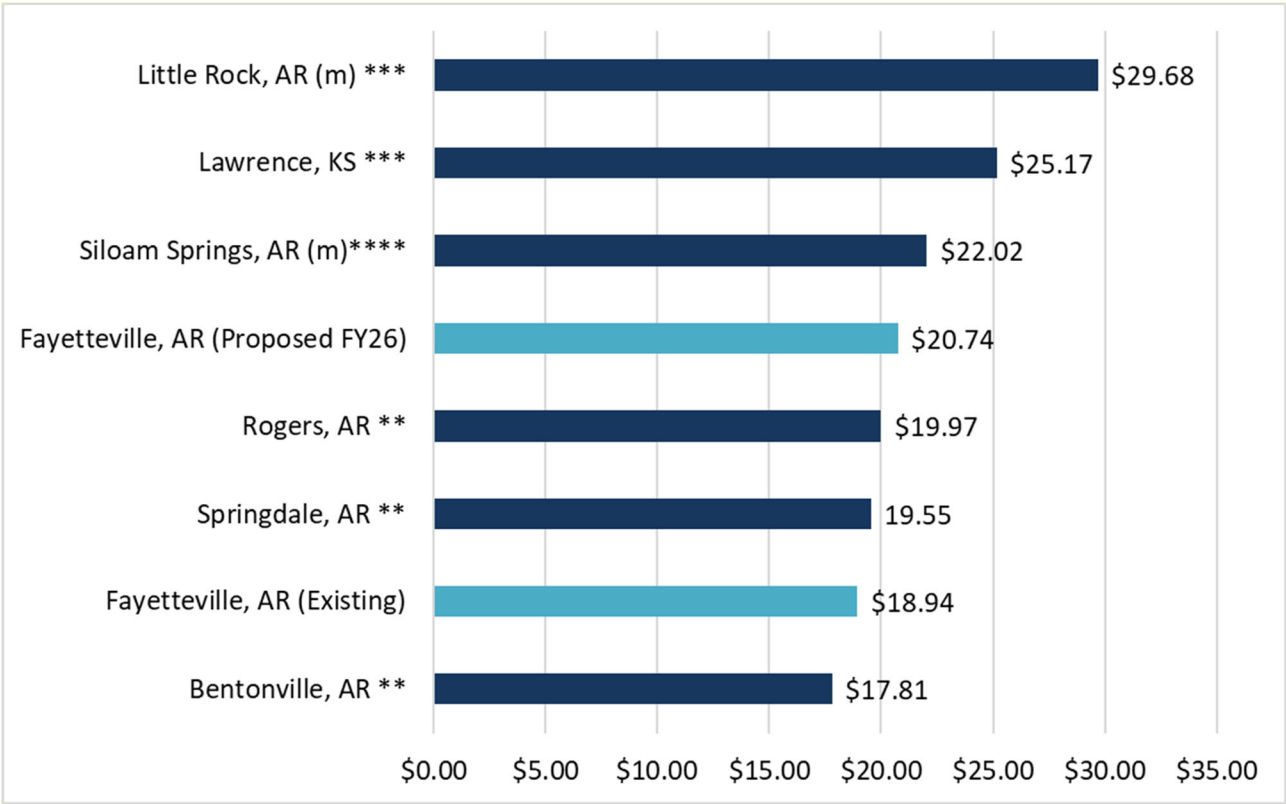
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7. Solid Waste Fee Comparison

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				FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034										
	Rev Class	Fund																					
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	\$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									
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									
Solid Waste Fees	5000	Other	4430.00				\$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									
Non routine Maint Fee	5000	Other	4430.27				\$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									
Miscellaneous	5000	Other	6999.00				\$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									
Long Term Lease	5030	Lease	4435.00				\$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									
Recycling Revenue Glass	5060	Recycle	4430.04				\$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									
Recycling Revenue Newspaper	5060	Recycle	4430.06				\$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									
Recycling Revenue Cardboard	5060	Recycle	4430.08				\$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									
HDPE Plastic	5060	Recycle	4430.10				\$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									
Freon Recovery	5060	Recycle	4430.14				\$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									
Recycling Revenue Scrap Metal	5060	Recycle	4430.28				\$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									
Recycle Bids and Carts	5060	Recycle	4430.31				\$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 Expenses			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									
Capital Expenses funded by Rates					12.9%	3.8%	5.7%	4.5%	4.5%	6.0%	5.7%	4.5%	4.5%	4.8%									
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														
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
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	\$187,050	\$80,200	\$0	\$80,200	\$82,408	\$86,744	\$90,216	\$93,825	\$97,578	\$101,480	\$105,539	\$109,758	\$114,147
Disposal	Disposal	\$2,331,465	\$2,928,615	\$4,495,403	\$585,799	\$4,087,202	\$4,170,720	\$4,260,658	\$4,358,408	\$4,453,203	\$4,555,065	\$4,658,048	\$4,762,248	\$4,867,700	\$4,974,440
Fuel	Fuel	\$469,910	\$587,362	\$501,759	\$0	\$501,759	\$524,338	\$547,932	\$572,588	\$598,355	\$625,280	\$653,418	\$682,821	\$713,548	\$745,658
Fleet	Fleet	\$3,133,953	\$3,967,906	\$3,780,108	\$0	\$3,780,108	\$3,933,314	\$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	\$550,147	\$690,130	\$604,130	\$0	\$604,130	\$625,126	\$649,130	\$675,126	\$700,126	\$725,126	\$750,126	\$775,126	\$800,126	\$825,126
ProfServ	Other Charges and Services	\$2,049,414	\$2,637,000	\$2,653,953	\$0	\$2,653,953	\$2,788,655	\$2,925,888	\$3,072,294	\$3,225,910	\$3,386,554	\$3,554,366	\$3,734,396	\$3,921,117	\$4,117,172
Constant	Interfund Transfers/Contribution to Reserves	\$684,049	\$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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Eliminate	Eliminate	\$899,127	\$1,665,625	\$905,000	(\$905,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,003,745	\$1,127,180
Total		\$15,550,069	\$17,972,160	\$18,728,000	(\$19,201)	\$18,408,799	\$19,105,142	\$20,195,796	\$21,113,119	\$22,072,664	\$23,389,036	\$24,716,751	\$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	\$6,279,703
5020	5020 - Residential Collections	\$2,716,242	\$3,050,344	\$3,126,387	\$323,346	\$3,450,733	\$3,480,540	\$3,641,814	\$3,810,313	\$3,986,410	\$4,183,533	\$4,408,056	\$4,603,606	\$4,829,212	\$5,062,172
5030	5030 - Commercial Drop Box Collections	\$761,185	\$819,524	\$994,592	\$28,645	\$1,023,237	\$1,034,665	\$1,083,774	\$1,125,420	\$1,168,782	\$1,213,997	\$1,260,613	\$1,309,238	\$1,359,824	\$1,412,421
5040	5040 - Transfer Station	\$1,672,263	\$1,990,534	\$2,271,338	\$56,650	\$2,327,188	\$2,350,478	\$2,453,822	\$2,561,767	\$2,674,643	\$2,792,638	\$2,915,954	\$3,044,800	\$3,179,545	\$3,320,413
5060	5060 - Recycling	\$2,817,171	\$3,040,789	\$3,285,561	\$0	\$3,285,561	\$3,431,454	\$3,600,827	\$3,791,004	\$4,004,752	\$4,243,952	\$4,509,410	\$4,791,410	\$5,090,000	\$5,403,004
5070	5070 - Composting	\$1,577,198	\$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	\$1,784,725	\$1,857,072	\$1,930,517
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		\$15,550,069	\$17,972,160	\$18,728,000	\$0	\$18,408,799	\$19,105,142	\$20,195,796	\$21,113,119	\$22,072,664	\$23,389,036	\$24,716,751	\$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%
		Benefits			4.00%			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		General - Inflation			4.25%			4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
		Maintenance			4.00%			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		Disposal			5.00%			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
		Fuel			4.50%			4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
		Fleet			4.00%			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		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			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			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			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	Labor	\$847,096	\$677,149	\$1,086,433	\$0	\$1,086,433	\$1,135,228	\$1,186,313	\$1,239,697	\$1,295,483	\$1,353,780	\$1,414,700	\$1,478,362	\$1,544,888	\$1,614,400
Materials & Supplies	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	ProfServ	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Notification	ProfServ	\$278	\$750	\$500	\$0	\$500	\$525	\$551	\$579	\$608	\$638	\$670	\$704	\$739	\$776
Uniforms/Personal Equipment	ProfServ	\$65,474	\$65,347	\$65,000	\$0	\$65,000	\$66,250	\$67,500	\$68,750	\$70,000	\$71,250	\$72,500	\$73,750	\$75,000	\$76,250
Publications & Dues	ProfServ	\$50,629	\$60,000	\$60,000	\$0	\$60,000	\$63,000	\$66,150	\$69,458	\$72,913	\$76,518	\$80,273	\$84,177	\$88,248	\$92,580
Travel & Training	ProfServ	\$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
Business Postage	ProfServ	\$172,054	\$206,840	\$166,810	\$0	\$166,810	\$172,254	\$178,959	\$185,919	\$193,220	\$200,873	\$208,873	\$217,226	\$225,940	\$234,933
Business Meals	ProfServ	\$0	\$150	\$150	\$0	\$150	\$158	\$166	\$174	\$183	\$192	\$202	\$212	\$223	\$234
Audit Expense	ProfServ	\$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
Telephone	ProfServ	\$4,879	\$5,000	\$5,000	\$0	\$5,000	\$525	\$551	\$579	\$608	\$638	\$670	\$704	\$739	\$776
Insurance Software	ProfServ	\$6,543	\$14,400	\$12,294	\$0	\$12,294	\$13,500	\$14,764	\$16,091	\$17,478	\$18,924	\$20,433	\$22,007	\$23,646	\$25,350
Utilities Electric	ProfServ	\$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	ProfServ	\$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	ProfServ	\$8,154	\$8,300	\$0	\$0	\$0	\$8,300	\$8,715	\$9,150	\$9,605	\$10,080	\$10,575	\$11,090	\$11,625	\$12,180
Utilities Black Hills Energy	ProfServ	\$2,620	\$9,500	\$9,500	\$0	\$9,500	\$9,875	\$10,474	\$10,998	\$11,548	\$12,125	\$12,731	\$13,368	\$14,036	\$14,738
Utilities Ozarks Electric	ProfServ	\$649	\$600	\$600	\$0	\$600	\$630	\$662	\$695	\$730	\$767	\$805	\$845	\$887	\$931
Insurance Vehicles/Buildings	ProfServ	\$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)	ProfServ	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance Self (Non-Vehicle Damage)	ProfServ	\$0	\$500	\$500	\$0	\$500	\$525	\$551	\$579	\$608	\$638	\$670	\$704	\$739	\$776
Professional Services	ProfServ	\$27	\$100	\$100	\$0	\$100	\$105	\$110	\$116	\$122	\$128	\$134	\$141	\$148	\$155
Contract Services	ProfServ	\$512,123	\$123,600	\$144,200	\$0	\$144,200	\$151,400	\$159,380	\$168,200	\$176,877	\$185,404	\$193,797	\$202,065	\$210,220	\$218,263
Bad Debt Expense	ProfServ	\$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	ProfServ	\$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 Lev Of Taxes Solid Waste	ProfServ	\$446,822	\$446,182	\$511,000	\$0	\$511,000	\$536,550	\$563,738	\$591,547	\$621,124	\$652,180	\$684,788	\$719,028	\$754,079	\$792,728
Rec In Lev Of Taxes Other	ProfServ	\$13,446	\$13,561	\$13,561	\$0	\$13,561	\$14,100	\$14,650	\$15,210	\$15,780	\$16,360	\$16,950	\$17,550	\$18,160	\$18,780
Recognition Employee	ProfServ	\$1,383	\$21,000	\$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	ProfServ	\$300	\$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	ProfServ	\$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	Fleet	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Motorpool Charges Maintenance	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	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

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	\$27,788
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
Promotional 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	\$172,830	\$179,447	\$187,041	\$194,723	\$202,504	\$210,386	\$218,812	\$227,564
Motorpool Charges Replacement	5060	5500.750.5060-5331.01	Fleet	\$385,097	\$493,010	\$544,464	\$0	\$544,464	\$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	5500.750.5060-5331.03	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	\$480,653	\$425,967	\$532,635	\$0	\$532,635	\$556,694	\$581,651	\$607,825	\$635,177	\$663,760	\$693,629	\$724,842	\$757,460	\$791,546
Materials & Supplies	5070		Supplies	\$72,704	\$58,518	\$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	\$112,693	\$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	\$995,000	(\$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	\$0
Fleet Leases	5010	Fleet	Incremental				\$0	\$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	\$0
Residential Collection																	
Labor	5020	Labor	Incremental				\$0	\$0	\$0	\$0	\$0	\$135,626	\$141,730	\$148,107	\$154,772	\$161,737	\$168,737
Fleet Leases	5020	Fleet	Incremental				\$0	\$0	\$0	\$0	\$0	\$88,733	\$92,283	\$95,974	\$99,813	\$103,805	\$107,805
Fleet Variable	5020	Fleet	Incremental				\$0	\$0	\$0	\$0	\$0	\$88,733	\$92,283	\$95,974	\$99,813	\$103,805	\$107,805
Recycling																	
Labor	5060	Labor	Incremental				\$0	\$0	\$177,722	\$185,719	\$194,076	\$202,810	\$432,873	\$461,947	\$492,880	\$525,046	\$595,046
Fleet Leases	5060	Fleet	Incremental				\$0	\$0	\$45,216	\$47,025	\$48,906	\$50,862	\$105,793	\$110,025	\$114,426	\$128,504	\$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	\$124,292
Disposal	5060	Fleet	Incremental				\$0	\$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	\$0
Fleet Leases	5070	Fleet	Incremental				\$0	\$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	\$0
Subtotal Incremental Expenses				\$0	\$0	\$0	\$0	\$7,709	\$237,855	\$255,464	\$274,137	\$607,027	\$906,042	\$953,673	\$1,003,745	\$1,127,190	\$1,277,190
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

Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
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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	
Containers	Rates		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Grant Funding	Grant Funding		\$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	
Containers - Debt Funded	Proposed Debt		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Cash Funded	Rates		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Grant Funding	Grant Funding		\$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	
Containers - Debt Funded	Rates		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Cash Funded	Rates		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Grant Funding	Grant Funding		\$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	
Containers - Debt Funded	Proposed Debt		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Cash Funded	Rates		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Containers - Grant Funding	Grant Funding		\$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



MEETING OF JULY 29, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0022: Rezoning (2648 N. OLD WIRE RD./APPLE SEEDS, 292): Submitted by APPLE SEEDS INC for property located at 2648 N. OLD WIRE RD in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.87 acres. The request is to rezone the property to P-1, INSTITUTIONAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located in northeast Fayetteville, on the east side of North Old Wire Road between North Old Missouri Road and East Township Street. The property is zoned RSF-4, Residential Single Family, Four Units Per Acre, and contains approximately 0.87 acres. Though originally developed with a single-family home that was constructed in 1961, the property is currently the site of Apple Seeds, a public teaching farm, which leases a portion of the adjacent Gulley Park from the City for its operations. A conditional use permit was approved for this use in 2015 (CUP 15-5217) which was amended in 2018 and 2019 to expand Apple Seeds' activities to include greenhouses, office, other accessory structures, and an allowance for tastings, dinners, and events of varying scales. No overlay districts or other natural features are present on site.

Request: The request is to rezone the subject property from RSF-4, Residential Single Family, Four Units per Acre, to P-1, Institutional, to allow the current use to continue by-right without the limitations of the conditional use permit.

Public Comment: Staff have not received any public comment at this time.

Land Use Compatibility: Staff finds that the requested rezoning to P-1 is compatible with surrounding land uses. Despite allowing different uses than neighboring properties, the site's small size limits expansion and impact, maintaining harmony with the area. The property has operated as a teaching facility since 2015 without any indication of negative impact or compatibility issues with the surrounding area, as demonstrated by nearly ten years without a documented complaint. Rezoning to P-1 acknowledges the compatibility of the existing cultural and recreational use, allowing Apple Seeds to continue, expand, or rebuild its facility without anticipated increases in traffic or disruption.

Land Use Plan Analysis: Staff finds that a rezoning to P-1 would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood, but it does abut Gulley Park, which was designated as Civic and Private Open Space. The park and farm are both designated in the City Plan 2040 as Civic and Private Open Space – which allow public access to outdoor amenities. This proposed rezoning would help allow a publicly oriented space to continue.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 6 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2979 N. Crossover Rd.)
- Near Sewer Main (6-inch main in N. Old Wire Rd.)
- Near Water Main (6-inch main rear of property)
- Near Public School (Butterfield Trail Elementary)
- Near City Park (Gulley Park)
- Near Paved Trail (Niokaska Creek Trail, Gulley Park Trail)

DISCUSSION:

At the July 14, 2025 Planning Commission meeting, a motion to forward with a recommendation of approval passed with a vote of 7-0-1 (Commissioner Payne was absent for the vote). Commissioner Garlock made the motion and Commissioner Cabe provided the second. Commissioners did not have any comment on the item. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1249

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN-2025-22 FOR APPROXIMATELY 0.87 ACRES LOCATED AT 2648 NORTH OLD WIRE ROAD IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units per Acre to P-1, Institutional.

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

2025-1249

Item ID

8/5/2025

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

Jonathan Curth

7/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0022: Rezoning (2648 N. OLD WIRE RD./APPLE SEEDS, 292): Submitted by APPLE SEEDS INC for property located at 2648 N. OLD WIRE RD in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.87 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

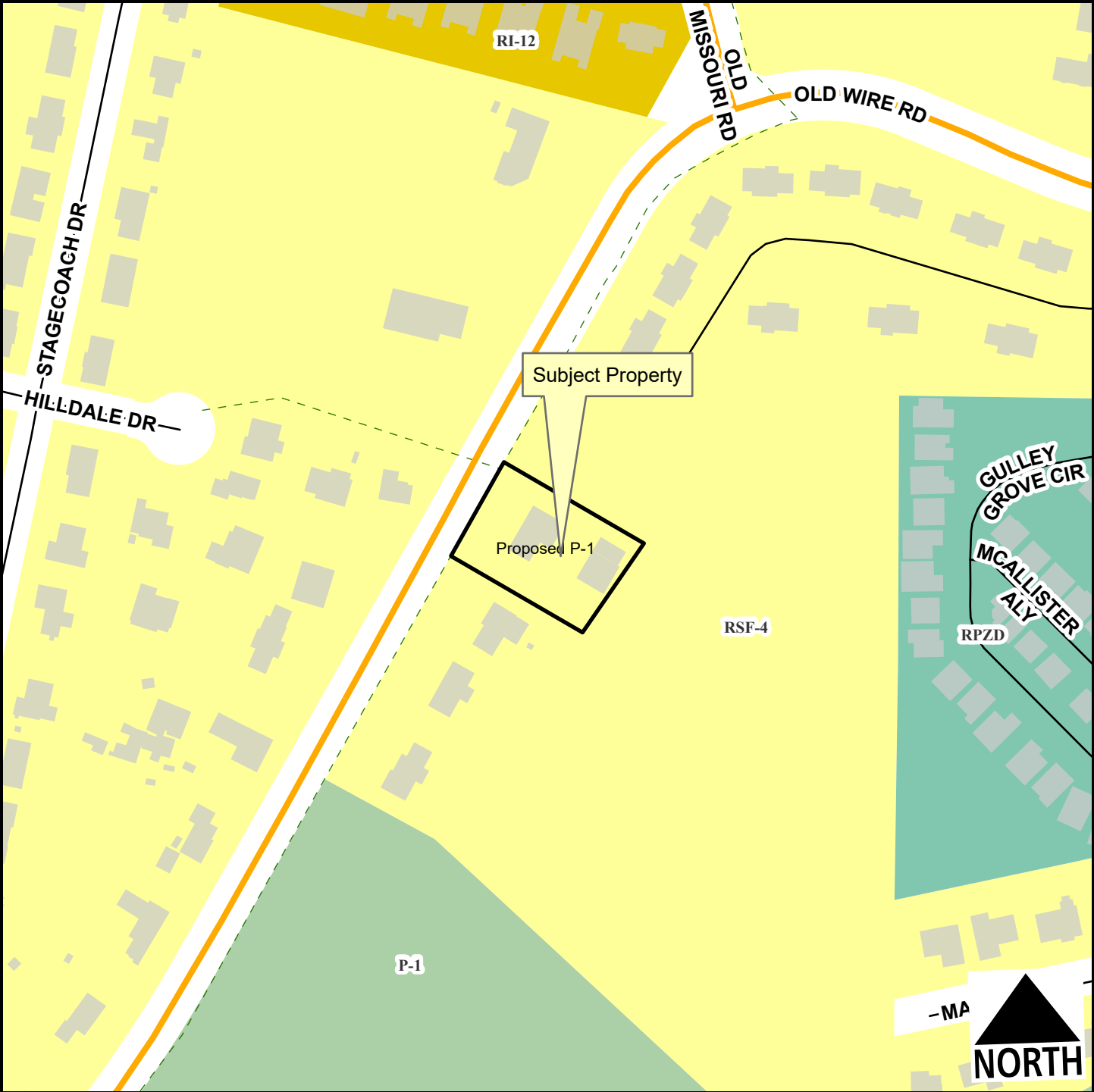
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Neighborhood Link Unclassified Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	0 75 150 300 450 600 Feet 1:2,400	<table> <tr> <th>Zone</th><th>Current</th><th>Proposed</th></tr> <tr> <td>P-1</td><td>0.0</td><td>0.7</td></tr> <tr> <td>RSF-4</td><td>0.7</td><td>0.0</td></tr> <tr> <td colspan="3">Total 0.7 ac</td></tr> </table>	Zone	Current	Proposed	P-1	0.0	0.7	RSF-4	0.7	0.0	Total 0.7 ac		
Zone	Current	Proposed												
P-1	0.0	0.7												
RSF-4	0.7	0.0												
Total 0.7 ac														

EXHIBIT B

2025



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: July 14, 2025 **Updated with 7/14/2025 PC Meeting Results**

SUBJECT: **RZN-2025-0022: Rezoning (2648 N. OLD WIRE RD./APPLE SEEDS, 292):** Submitted by APPLE SEEDS INC for property located at 2648 N. OLD WIRE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.87 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0022** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0022** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in north Fayetteville approximately 4/10 of a mile north of the intersection of North Old Wire Road and East Township Street intersection. The property is zoned RSF-4, Residential Single Family, Four Units Per Acre, and contains approximately 0.87 acres. Though originally developed with a single-family home that was constructed in 1961, the property is the site of Apple Seeds, a public teaching farm, which leases a portion of Gulley Park from the City for its operations. A conditional use permit was approved for this use in 2015 (CUP 5217). No overlay districts or other natural features are present on site. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
East	Public Farm (Apple Seeds Farm)	RSF-4, Residential Single-Family, 4 Units Per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single Family, Four Units per Acre, to P-1, Institutional, to allow the use to continue by-right without the limitations of the conditional use.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The subject area has a road frontage along North Old Wire Road. North Old Wire Road is a Partially improved Neighborhood Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.
- Water:** Public water is available to the subject area. Existing 6-inch water main is present along North Old Wire Road.
- Sewer:** Sanitary sewer is available to the subject area. Existing 6-inch sewer main is present along the East property line of the proposed property. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1325 linear feet downstream of this property.
- Drainage:** No protected streams, FEMA Floodplain, or hydric soils are identified on the subject property. No portion of the subject property lies within the Hillside/Hilltop Overlay District.
- Fire:** Station 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department did not comment on this request.
- Tree Preservation:** The proposed zoning district, P-1, Institutional, **25% minimum canopy preservation**. The current zoning district, RSF-4, Residential Single-Family, 4 Units per Acre, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 6 for this site with a weighted score of 6. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 5, 2979 N. Crossover Rd.)
- Near Sewer Main (6-inch main in N. Old Wire Rd.)
- Near Water Main (6-inch main rear of property)
- Near Public School (Butterfield Trail Elementary)
- Near City Park (Gulley Park)
- Near Paved Trail (Niokaska Creek Trail, Gulley Park Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: *Land Use Compatibility:* Staff finds that the requested rezoning to P-1 compatible with surrounding land uses. Despite allowing different uses than neighboring properties, the site's small size limits expansion and impact, maintaining harmony with the area. Currently zoned RSF-4 (Residential Single-Family, 4 Units Per Area), the property has operated as a teaching facility since 2015 without detracting from the neighborhood. Rezoning to P-1 would legitimize the existing cultural and recreational use, allowing Apple Seeds to continue, expand, or rebuild its facility with minimal traffic or disruption.

Land Use Plan Analysis: Staff finds that a rezoning to P-1 would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood, but it does abut Gulley Park, which was designated as Civic and Private Open Space. The park and farm are both designated in the City Plan 2040 as Civic and Private Open Space – which allow public access to outdoor amenities. This proposed rezoning would help allow a publicly oriented space to continue.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that there is sufficient justification for rezoning the property from RSF-4 to P-1. Staff finds that the proposed rezoning is compatible with its current use, abutting properties (Apple Seed Farm and Gulley Park) and is consistent with the City's future land use plans.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to P-1 does have the potential to increase the traffic in the area; however, the property's small size would prevent substantial development, which would limit the future growth of the services provided. Staff does not find that this growth would have considerable impact on traffic. The property has frontage along North Old Wire Road, a Neighborhood Link Street, and any street improvement in the area would be determined at the time of development review.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning does not have the potential to alter the population density. Rezoning from RSF-4 to P-1 will remove the residential uses and re-align the property to an institutional use. Staff does not find that the rezoning request will undesirably increase the load on public services at this site. 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-2025-0022 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>July 14, 2025</u>	☐ Tabled	☐ Forwarded	☐ Denied
Motion:	Garlock		
Second:	Werner		
Vote:	7-0-1 (Payne absent during vote)		

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - § 161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - § 161.32 District P-1, Institutional
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet

Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
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 12b	General business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations

Front	A build-to-zone that is located between 10 feet and a line 25 feet from the front
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	property line
Side and rear	None
Side and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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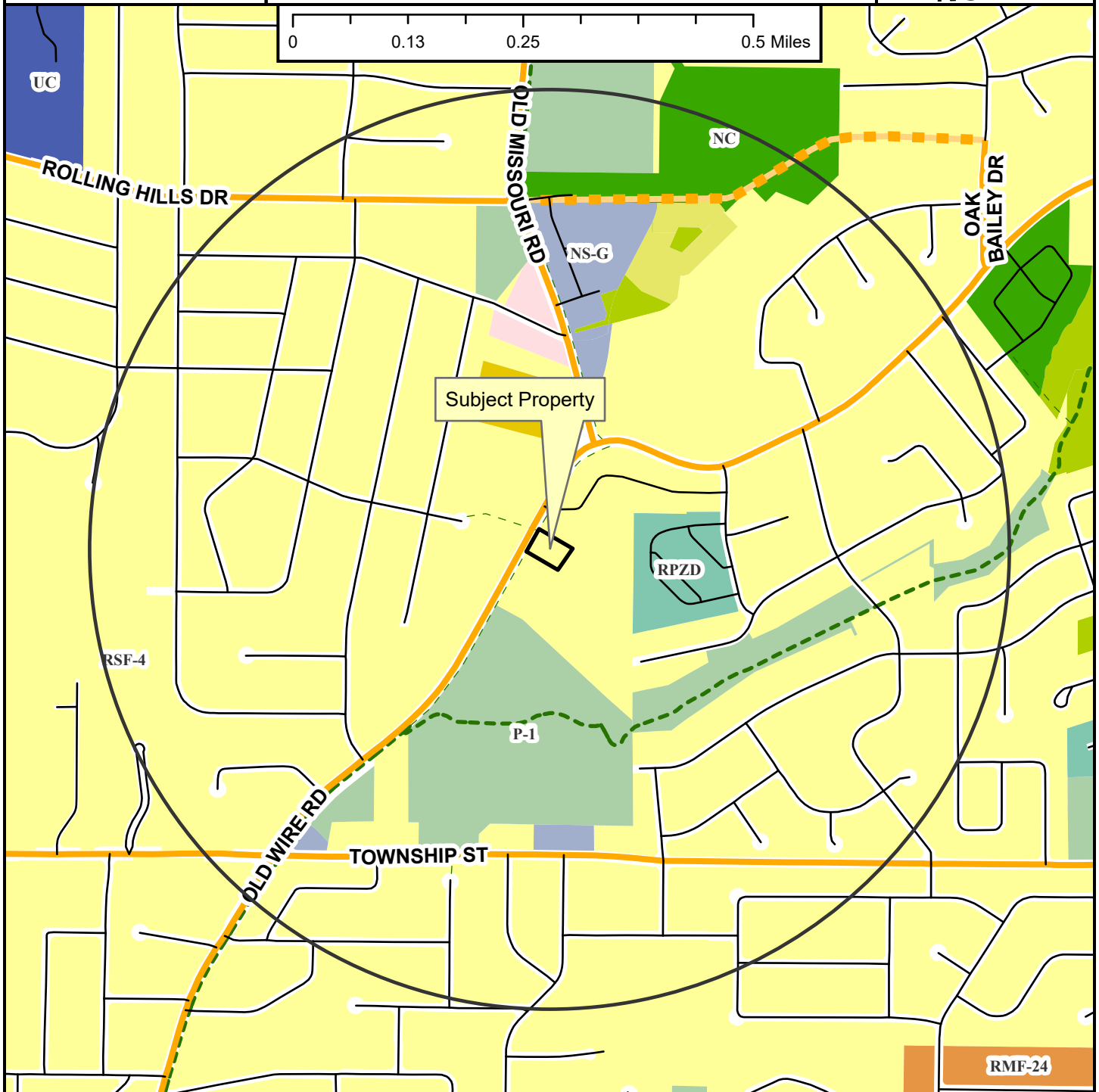
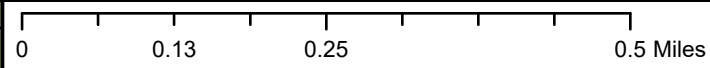
* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Urban form minimum buildable street frontage: 50% of the lot width.

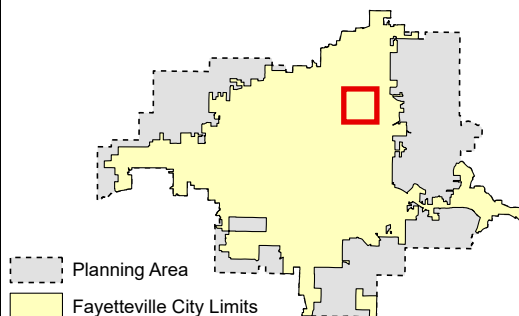
RZN-2025-0022

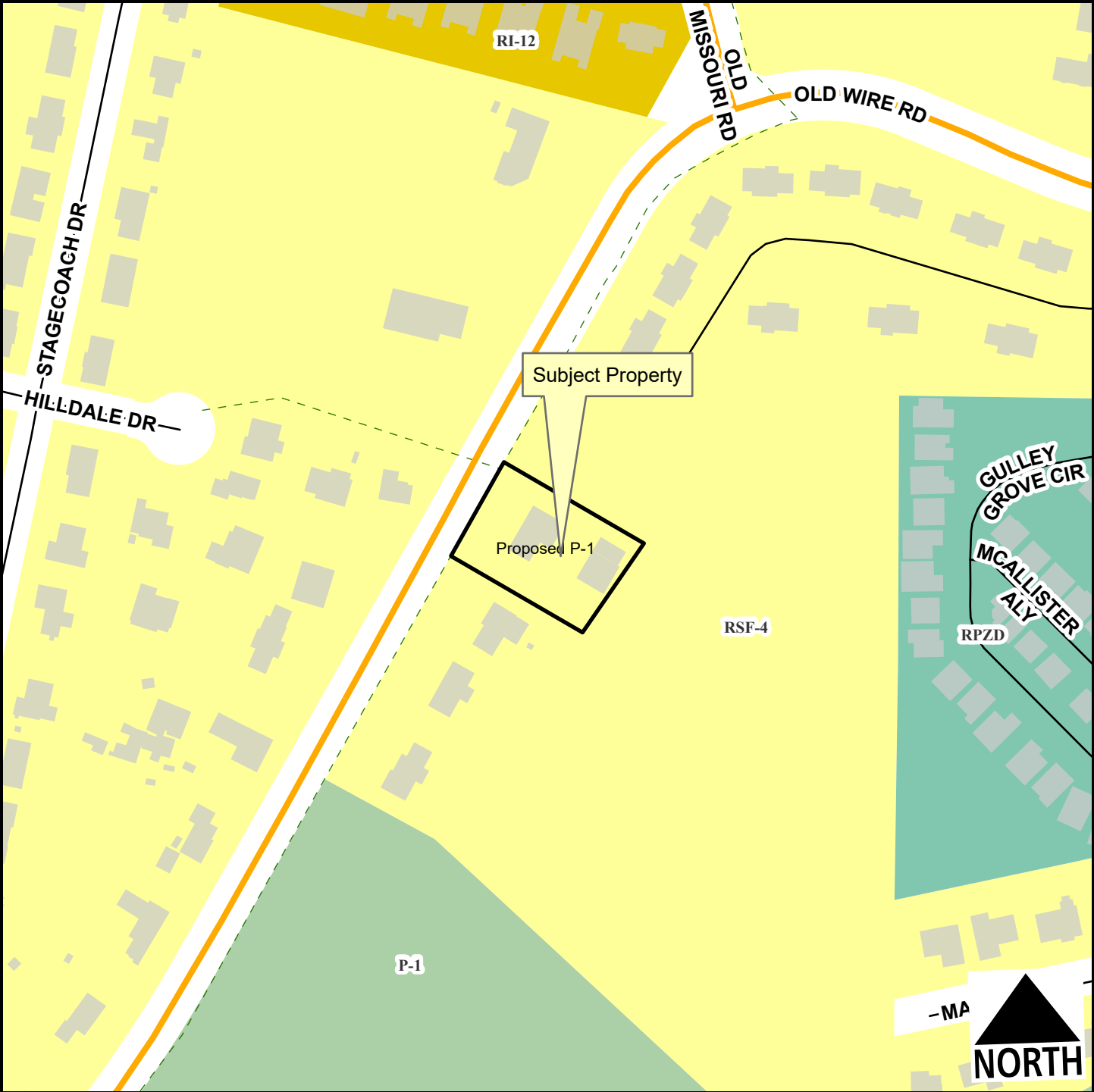
2648 N. OLD WIRE RD

One Mile View



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area





Neighborhood Link Unclassified Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 075150300450600 1:2,400	Zone Current Proposed P-1 0.0 0.7 RSF-4 0.7 0.0 Total 0.7 ac
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RZN-2025-0022
<i>Current Land Use</i>

Current Land Use

2648 N. OLD WIRE RD



-  Neighborhood Link
-  Unclassified
-  Residential Link
-  Trail (Proposed)
-  Planning Area
-  Fayetteville City Limits

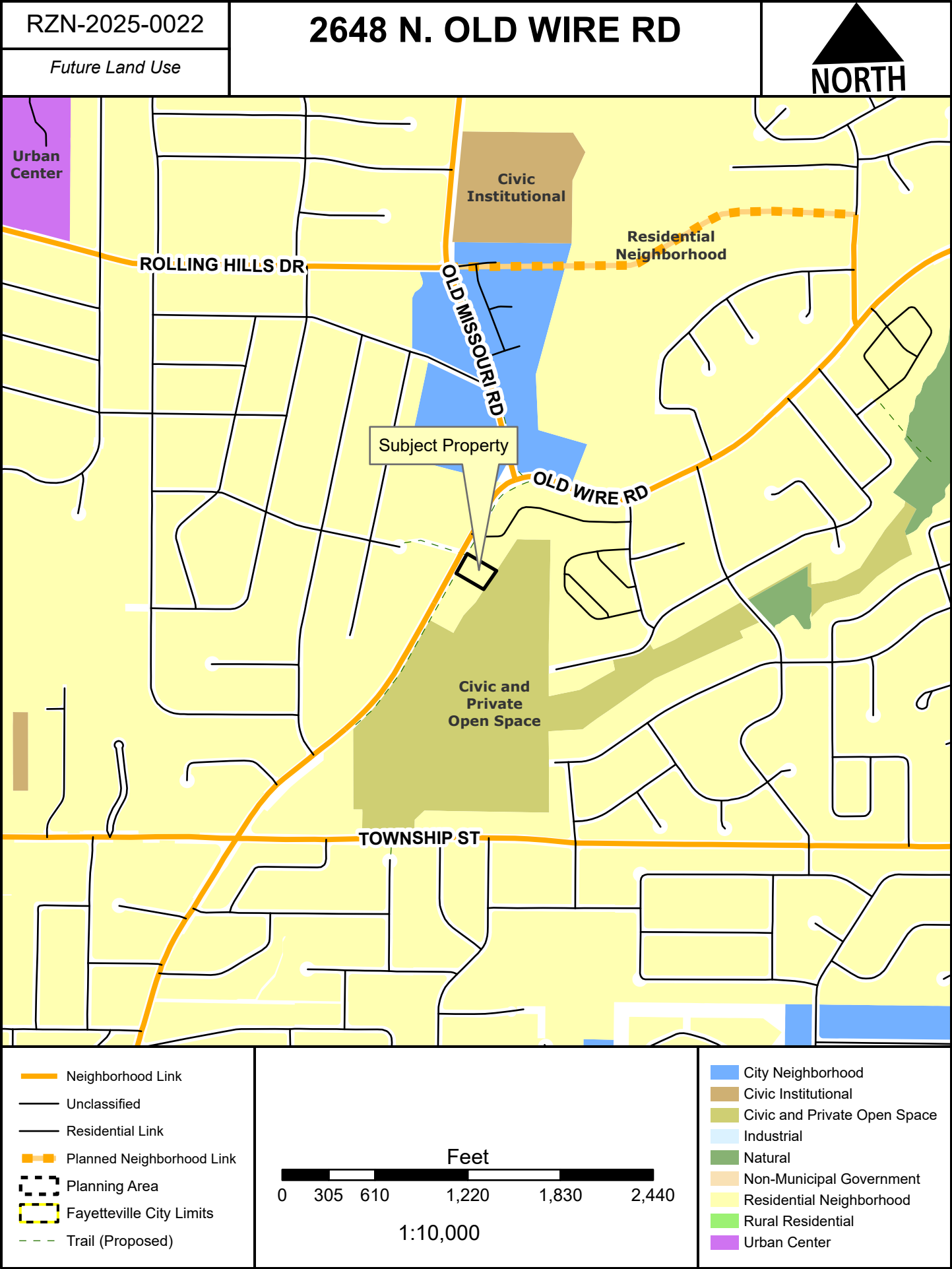
0	112.5	225	450	675	900
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1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

-  100-Year Floodplain
 Floodway





Wednesday, June 4 2025

Fayetteville Planning Committee
125 W Mountain, Fayetteville, AR 72701
Subject: Rezoning Proposal for Apple Seeds Teaching Farm

Dear Members of the Planning Committee,

I am writing to you today on behalf of Apple Seeds, Inc., to formally propose a rezoning of our property located at 2648 N Old Wire Road, currently zoned RSF-4 operating with a Conditional Use Permit, to a new Commercial Zone designation, District P-1 Institutional Unit 4 Cultural/ Recreational Facility. This request comes as a result of our significant growth and evolving needs as a leading educational organization in Northwest Arkansas.

Current Situation:

Apple Seeds has been a proud member of the Fayetteville community for 18 years, dedicated to providing innovative farm-to-table education that empowers children and adults to live healthier lives. Our programs have expanded substantially, and we now serve over 14,000 children annually in Northwest Arkansas. This growth necessitates that we enhance our facilities to effectively support our mission and better serve the community. Our current zoning designation limits our ability to fully develop our site to meet these growing programmatic needs.

Proposed Rezoning and its Benefits:

We believe that rezoning our property to a Commercial Zone is a logical and beneficial step for the following reasons:

- **Alignment with City Goals:** The proposed rezoning aligns with the City's comprehensive plan, which encourages the development of community-serving organizations and educational initiatives.
- **Enhanced Community Impact:** Rezoning will allow us to expand our facilities, enabling us to offer a wider range of programs, accommodate more participants, and provide enhanced educational experiences. This includes the potential for:
 - Substantial parking for our existing Farm Programs
 - Accessibility to children and guests of differing mobility levels
 - Construction of facilities that will support the infrastructure of our growing



organization

- Economic Benefits: Our expansion will generate positive economic impacts, including increased visitor traffic, which will support local businesses.
- Neighborhood Compatibility: There are several P-1 zoned spaces in our neighborhood already, with nearby churches and our direct neighbor Gulley Park.

We are committed to continuing to be a good neighbor. Our proposed development will be designed to be sensitive to the surrounding residential area, with careful consideration given to:

- * Traffic flow and parking
 - * Noise levels
 - * Landscaping and aesthetics
 - * Hours of operation
- Sustainable Development: Apple Seeds is committed to sustainable practices. Our development plans include environmentally responsible design, construction, and operation, in line with the City's sustainability goals.

Organizational Growth:

Apple Seeds has experienced significant growth in recent years, and we project this growth to continue. To continue serving the community effectively, we need to adapt our facilities. The current RSF-4 zoning does not allow for the type of development required to support our programs and future growth. This rezoning is crucial for our continued success and our ability to meet the increasing demand for our services.

Conclusion:

We are confident that rezoning our property to a Commercial Zone will allow Apple Seeds to continue to grow and serve the community effectively while remaining a valuable asset to the neighborhood. We urge the Planning Committee to consider our proposal and recognize the significant benefits it will bring to Fayetteville.

Thank you for your time and consideration of this important matter.

Sincerely,

Mary Thompson
Executive Director, Apple Seeds, Inc.