

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, September 2, 2025

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

Meeting Information:

1. Webinar ID: 898 5459 1732
[Public Registration Link: https://us06web.zoom.us/webinar/register/WN_AWZ0WYuRQJe4MEvXHRhOKA#/registration](https://us06web.zoom.us/webinar/register/WN_AWZ0WYuRQJe4MEvXHRhOKA#/registration)
AgendaItemComment@Fayetteville-AR.GOV

Call to Order**Roll Call****Pledge of Allegiance****Mayor' s Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items**

1. Sales Tax & Monthly Financial Report - Chief Financial Officer

Proposed Agenda Additions**A. Consent**

- A.1. Approval of the August 19, 2025 City Council Meeting Minutes
- A.2. A resolution to confirm Mayor Rawn's appointments to the Fayetteville Public Facilities Board. (2025-1483)
- A.3. A resolution to authorize Mayor Rawn to sign a shared parking lease agreement with the University of Arkansas for operation of the University's West Annex Parking Lot as a revenue-producing off-street parking lot within the Dickson Street Entertainment District. (2025-1357)
- A.4. A resolution to authorize Mayor Rawn to sign a shared parking lease agreement with HMT of Fayetteville, LLC for the operation of two privately-owned parking lots as revenue-producing off-street parking lots within the Dickson Street Entertainment District, and to approve a budget adjustment. (2025-1516)
- A.5. A resolution to award Bid #25-44 and authorize the purchase of concrete construction services from Sweetser Construction, Inc. in variable amounts and for varying unit prices as needed through December 31, 2025. (2025-1479)

- A.6.** A resolution to approve the purchase of a hydro-excavation truck from Gapvax Inc. in the amount of \$733,015.70, plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell Cooperative Purchasing Contract, and to approve a budget adjustment. (2025-1487)
- A.7.** A resolution to approve the purchase of a commercial roll-off truck from National Auto Fleet Group in the amount of \$251,400.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell Cooperative Purchasing Contract, and to approve a budget adjustment. (2025-1488)
- A.8.** A resolution to approve the purchase of a Spartan Aerial Fire Apparatus from Delta Fire & Safety in the amount of \$2,024,386.00, plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell Cooperative Purchasing Contract, and to approve a budget adjustment. (2025-1489)
- A.9.** A resolution to award RFP 25-09 and authorize a contract with McGrath Human Resources Group, Inc. in the amount of \$171,500.00 to provide compensation and classification consulting services, and to approve a budget adjustment. (2025-1481)

B. Unfinished Business

- B.1.** A resolution to express the City Council's intent to provide \$70,000.00 in matching funds to the Salvation Army for an Emergency Solutions Grant from the US Department of Housing and Urban Development, contingent upon the award of that grant. (2025-1422)

At the August 5, 2025 City Council meeting, this resolution was tabled to the August 19, 2025 City Council meeting.

At the August 19, 2025 City Council meeting, this resolution was tabled to the September 2, 2025 City Council meeting.

- B.2.** An ordinance to approve a Residential Planned Zoning District entitled PZD-2025-002 for approximately 66.78 acres located southeast of North Double Springs Road and West Dot Tipton Road in Ward 4. (2025-1354)

At the August 19, 2025 City Council meeting, this ordinance was left on the first reading.

C. New Business

- C.1.** A resolution to approve a cost share agreement requiring South Cato Springs Holdings, LLC to provide up to the estimated amount of \$1,960,527.00 to increase the capacity of planned sewer infrastructure improvements to serve its development, and to approve Amendment # 1 to the Economic Development Project Contract with South Cato Springs Holdings, LLC. (2025-1484)
- C.2.** An ordinance to approve VAC-25-16 for property located at 835 West Cleveland Street in Ward 2 to vacate 0.02 acres of right-of-way. (2025-1510)
- C.3.** An ordinance to rezone the property described in Rezoning Petition RZN 2025-26 for approximately 1.04 acres located at 1893 North Ruppel Road in Ward 4 from RSF-1, Residential Single-Family, One Unit Per Acre to RI-U, Residential Intermediate-Urban, subject to a Bill of Assurance. (2025-1503)
- C.4.** An ordinance to rezone the property described in Rezoning Petition RZN 2025-30 for approximately 0.81 acres located at 2135 East Huntsville Road in Ward 1 from RSF-4, Residential Single-Family, 4 Units Per Acre to UN, Urban Neighborhood. (2025-1509)
- C.5.** An ordinance to rezone the property described in Rezoning Petition RZN 2025-28 for approximately 0.40 acres located at 261 East Rock Street in Ward 1 from RMF-24, Residential Multi-Family, 24 Units Per Acre to UN, Urban Neighborhood. (2025-1514)
- C.6.** An ordinance to rezone the property described in Rezoning Petition RZN 2025-24 for approximately 0.70 acres located south of 380 South Happy Hollow Road in Ward 1 from RSF-4, Residential Single-Family, 4 Units Per Acre to RSF-8, Residential Single-Family, 8 Units Per Acre. (2025-1502)
- C.7.** A resolution to approve a Memorandum of Agreement with the City of Fayetteville Public School District outlining their participation in the Stormwater Utility Credit Program. (2025-1573)
- C.8.** A resolution to approve a budget adjustment recognizing funding from the Arkansas Prosecutor Coordinator's Office in the amount of \$350,000.00 for the Fourth Judicial District Drug Task Force. (2025-1482)
- C.9.** A resolution to authorize acceptance of a State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$272,301.00, and to authorize Mayor Rawn to sign all necessary documents to receive the grant funds. (2025-1369)

D. City Council Tour**E. Announcements****F. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

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

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

Unfinished Business and New Business:

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

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

comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

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

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

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

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

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



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Molly Rawn, Mayor
SUBJECT: **Confirm Appointments to the Public Facilities Board**

RECOMMENDATION:

Recommend the Fayetteville City Council confirm Mayor Rawn's appointment of the following individuals to the Fayetteville Public Facilities Board:

Mr. Jacob Elser, unexpired term ending December 31, 2027

Ms. Leslie Ferguson, term ending December 31, 2029

Ms. Marjo Burk, term ending December 31, 2030

BACKGROUND:

Pursuant to Ark. Code Ann. §14-137-108(A)(3)(B) the Fayetteville City Council must confirm the Mayor's appointments to the board. Individuals were selected in consultation with Mr. Aaron Berg, Chair of the Public Facilities Board.

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Mayor Public Facilities Board



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1483

A RESOLUTION TO CONFIRM MAYOR RAWN'S APPOINTMENTS TO THE FAYETTEVILLE PUBLIC FACILITIES BOARD

WHEREAS, pursuant to Ark. Code Ann. §14-137-108 (A)(3)(B) the City Council must confirm the Mayor's appointments to the Public Facilities Board before the appointees can take office.

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 confirms the appointment of Jacob Elser to the Fayetteville Public Facilities Board for an unexpired term ending December 31, 2027.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby confirms the appointment of Leslie Ferguson to the Fayetteville Public Facilities Board for a term ending December 31, 2029.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby confirms the appointment of Marjo Burk to the Fayetteville Public Facilities Board for a term ending December 31, 2030.



113 West Mountain Street
Fayetteville, AR 72701
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Resolution: 193-25

File Number: 2025-1483

A RESOLUTION TO CONFIRM MAYOR RAWN'S APPOINTMENTS TO THE FAYETTEVILLE PUBLIC FACILITIES BOARD

WHEREAS, pursuant to Ark. Code Ann. §14-137-108 (A)(3)(B) the City Council must confirm the Mayor's appointments to the Public Facilities Board before the appointees can take office.

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 confirms the appointment of Jacob Elser to the Fayetteville Public Facilities Board for an unexpired term ending December 31, 2027.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby confirms the appointment of Leslie Ferguson to the Fayetteville Public Facilities Board for a term ending December 31, 2029.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby confirms the appointment of Marjo Burk to the Fayetteville Public Facilities Board for a term ending December 31, 2030.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

OFFICE OF THE MAYOR
MEMO



TO: Members of the City Council

DATE: August 5, 2025

FROM: Mayor Molly Rawn

SUBJECT: Public Facilities Board

It is my recommendation that Fayetteville City Council confirm my appointment of the following individuals to the Fayetteville Public Facilities Board:

Mr. Jacob Elser, unexpired term ending December 31, 2027

Ms. Leslie Ferguson, term ending December 31, 2029

Ms. Marjo Burk, term ending December 31, 2030

Pursuant to Ark. Code Ann. §14-137-108(A)(3)(B) the Fayetteville City Council must confirm the Mayor's appointments to the board. The individuals above were selected in consultation with Mr. Aaron Berg, Chair of the Public Facilities Board.



479-575-8330



www.fayetteville-ar.gov

Mayor@fayetteville-ar.gov



113 West Mountain Street





MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

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

FROM: Justin Clay, Parking Manager

SUBJECT: **A resolution to renew a shared parking agreement with the University of Arkansas for City operation of the University's West Annex Parking Lot as a revenue-producing off-street parking lot within the Dickson Street Entertainment District**

RECOMMENDATION:

Staff recommends renewing the lease agreement with the University of Arkansas authorizing the City to continue to operate the West Annex parking lot located at 346 N. West Avenue as a revenue producing off-street parking lot. This lot contains 62 parking spaces.

BACKGROUND:

Since 2013, the University of Arkansas and the City have been under contract to authorize the City to operate this lot during nights and weekends at the rates and regulations for the Dickson Street Entertainment District. The lot is restricted to University permit parking on weekdays between the hours of 7 a.m. – 5 p.m. The contract provides that the City agrees to collect the parking revenues generated on the leased premises and the City agrees to monitor the leased premises to ensure that the required parking fees are being paid. The City then pays back to the University of Arkansas the net operating revenue on a quarterly basis. Net operating revenue is defined as gross revenue less all costs of maintaining and operating the leased premises as an off-street parking lot. Fees collected for the issuance of citations are maintained by the City.

DISCUSSION:

Staff feels that this shared parking agreement serves the public interest as it makes publicly available otherwise restricted parking and ensures continuity in parking rules, regulations, rates, and enforcement methods found in other City-managed parking facilities throughout the Dickson Street Entertainment District. This agreement has resulted in an average of over \$19,000 in annual disbursements to the University.

BUDGET/STAFF IMPACT:

Staff anticipates no budget or staff impact resulting from this lease renewal as it is a recurring budgeted item.

ATTACHMENTS: 3. Staff Review Form, 4. West Avenue Annex Parking Lot Agreement UA City_7.29.2025



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1357

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A SHARED PARKING LEASE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS FOR OPERATION OF THE UNIVERSITY'S WEST ANNEX PARKING LOT AS A REVENUE-PRODUCING OFF-STREET PARKING LOT WITHIN THE DICKSON STREET ENTERTAINMENT DISTRICT

WHEREAS, since 2013, the University of Arkansas has authorized the City to manage the West Annex Parking Lot owned by the University during nights and weekends at the rates and regulations for Dickson Street Entertainment District; and

WHEREAS, this shared parking arrangement serves the public interest as it makes publicly available otherwise restricted parking and ensures continuity in parking rules, regulations, rates, and enforcement methods found in other City-managed parking facilities throughout the Dickson Street Entertainment District.

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 shared parking lease agreement with the University of Arkansas for the continued management of the University's West Annex Parking Lot as a revenue-producing off-street parking lot within the Dickson Street Entertainment District for a term of one year with automatic renewals for up to five additional one year terms.



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

Resolution: 194-25

File Number: 2025-1357

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A SHARED PARKING LEASE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS FOR OPERATION OF THE UNIVERSITY'S WEST ANNEX PARKING LOT AS A REVENUE-PRODUCING OFF-STREET PARKING LOT WITHIN THE DICKSON STREET ENTERTAINMENT DISTRICT

WHEREAS, since 2013, the University of Arkansas has authorized the City to manage the West Annex Parking Lot owned by the University during nights and weekends at the rates and regulations for Dickson Street Entertainment District; and

WHEREAS, this shared parking arrangement serves the public interest as it makes publicly available otherwise restricted parking and ensures continuity in parking rules, regulations, rates, and enforcement methods found in other City-managed parking facilities throughout the Dickson Street Entertainment District.

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 shared parking lease agreement with the University of Arkansas for the continued management of the University's West Annex Parking Lot as a revenue-producing off-street parking lot within the Dickson Street Entertainment District for a term of one year with automatic renewals for up to five additional one year terms.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1357

Item ID

9/2/2025

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

Justin Clay

8/6/2025

PARKING MANAGEMENT (430)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Shared parking agreement with the University of Arkansas for City operation of the University's West Annex Parking Lot as a revenue-producing off-street parking lot within the Dickson Street Entertainment District

Budget Impact:

2130.430.9131-4426.53

2130

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 34,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 34,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 34,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 248-18

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**LEASE AGREEMENT -
University Parking Lots
446 and 447**

This Lease Agreement ("Agreement") for Parking Lot Enforcement is entered into by and between the Board of Trustees of the University of Arkansas ("University"), acting for and on behalf of the University of Arkansas, Fayetteville and the City of Fayetteville, Arkansas (the "City").

WITNESSETH

WHEREAS, the City seeks to utilize University Parking Lots 446 and 447 (the "Lot" or "Premises"), more particularly described as located directly south and east the West Avenue Annex which is located at 346 West Avenue, from 5:00 pm to 2:00 am on weekdays and from 5:00 pm on Fridays until 2:00 am on Mondays, excluding federal holidays, to serve the City's public parking needs; and

WHEREAS, the University is willing to grant a limited, exclusive lease to the City for usage and enforcement of said University parking lot as more particularly described herein;

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree to the Agreement under the following terms and conditions:

- 1. LIMITATION OF LIABILITY.** The University shall not assume any liabilities or responsibilities for enforcement of the parking lot pursuant to this Agreement.
- 2. SCOPE OF LIMITED LEASE:** This Agreement is a limited lease and shall not be considered deeded access. The University's property *is* not to be subrogated by this lease. The term of this Agreement shall be for a period of one (1) year, with an automatic annual renewal for up to five (5) additional one year periods, commencing on the date of execution hereof, subject to all other terms and conditions of this Lease. This limited lease is revocable by the University at any time, in whole or in part, in the sole discretion of the University, upon thirty days' written notice to the City or by the City at any time, in whole or in part, in the sole discretion of the City, upon thirty days' written notice to the University.
- 3. OWNERSHIP PRIVILEGES:** University is not transferring or relinquishing any of its rights and privileges of property ownership or use. Notwithstanding any other provision of this Agreement, the City covenants and agrees that the University shall have the absolute and unconditional right to use the Lot for such purposes as the University deems necessary in its sole discretion. Except under extraordinary circumstances to be determined at the sole discretion of the University, University agrees to notify the City at least twenty-four (24) hours in

advance of its intent to use the Lot for any special event. During these special events, the City will not provide any enforcement services. University agrees to return the Lot to the City following the event in the same condition as it was prior to the event.

4. CITY OF FAYETTEVILLE OBLIGATIONS: The City hereby agrees that during the term of this Agreement, or any extension thereof, the City shall operate the Lot as a revenue producing off-street parking lot, with the City receiving the revenues generated from the parking system, and the City receiving the revenues generated from enforcement of the Lot. The City agrees to patrol the Lot from 5:00 pm to 2:00 am weekdays, from 5 pm Fridays until 2 am Saturdays, from 8 am Saturdays until 2 am Sundays, and from 8 am Sundays until 2 am Mondays, excluding federal holidays, or as determined by the City, to ensure that motorists parking thereon are paying required usage fees as are now, or as may hereafter, be established by the City. The City shall issue parking citations under the same policies as other city-controlled parking lots.

5. PARKING RATES: The City will charge the same parking meter rates as the City rates for the area. The University reserves the right to exempt specific University-issued parking permits from the parking meter payment requirements during the City enforcement period set forth in Section 4 above.

6. COMPENSATION: The City agrees to pay to the University, during the term of the lease, or any extension thereof, the net operating revenues derived from the leased premises. The term "net operating revenues" shall mean gross revenues less all costs to provide parking patrol and enforcement. Gross revenues shall not be deemed to include fines or penalties paid to the City as a result of enforcement actions by the City. Said revenues shall be paid to the University quarterly.

7. ASSIGNMENT: The rights granted in this Agreement may not be assigned or otherwise conveyed to any other party or individual for any reason whatsoever; provided, however, that the University may assign its rights as part of any merger or other reorganization.

8. SIGNS: Solely as a matter of contract, pursuant to this Agreement, the parties agree that all signs on the Lot shall be consistent in their appearance with the standards established by the University for University operating hours and by the City for City operating hours.

9. NON-WAIVER: The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights, nor shall be deemed a waiver of any subsequent breach, either of the same provision or otherwise.

10. GOVERNING LAW: This Agreement is entered into in the State of Arkansas and shall be governed by the laws of the State of Arkansas without regard to its choice of law principles.

11. WARRANTY OF AUTHORITY: The City warrants and represents to University that the City has the full power and authority to execute this Agreement and perform all obligations herein set forth. The University warrants and represents to the City that the University has the full power and authority to execute this Agreement and perform all obligations herein set forth.

12. VEHICLE TOWING AND RELOCATION: The University reserves the right to tow, relocate, or immobilize at the owner's expense, any vehicle that is parked illegally, parked in violation of University policy, or that must be moved for special events or maintenance. The University nor the City shall be responsible for damage to a vehicle resulting from towing, relocating, or immobilization.

13. NO RIGHT TO HOLDOVER: The City has no right to possession of the Premises or any part thereof beyond the expiration or termination of this Lease. Nothing contained herein shall be construed as consent by the University to any holding over by the City.

14. MISCELLANEOUS PROVISIONS:

a. Rights and restrictions in this Agreement may be exercised and shall be applicable only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary, so they will not render this Agreement illegal, invalid or unenforceable. In the event that any provision of this Agreement or the application of this Agreement to any circumstance should be held by any competent legal authority to be invalid, the application of such provision to other circumstances shall not be affected hereby, and the remainder of the Agreement shall remain in full force and effect.

b. This Agreement contains the entire agreement between the parties and no statement, promise or inducement made by any party, or agent of either party, which is not contained in this Agreement, shall be valid or binding upon either party. This Agreement supersedes all prior agreements, whether written or verbal, regarding its subject matter. Any amendment hereof must be in writing and signed by both parties.

c. The parties covenant and agree that time is of the essence with respect to the performance of their respective obligations under this Agreement.

d. The University and the City are and shall remain independent parties at all times and for all reasons. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other with respect to any third party.

e. The parties covenant and agree that the rule of construction that ambiguous provisions of an agreement are construed against the drafting party shall have no application or effect with respect to this Agreement. This Agreement shall be interpreted as if both parties participated equally in its preparation and drafting.

f. This Agreement is entered into by both parties based upon the facts set forth herein and each party acknowledges that it has consulted independent legal counsel of its choice with respect to the meaning, application, purpose and construction of this Agreement or voluntarily chose not to do so.

g. The parties agree that, in carrying out the terms and conditions of this Agreement, neither party may discriminate against any individual on any basis prohibited by the United States Constitution, the Arkansas Constitution, or federal or state law, including, but not limited to, the Americans with Disabilities Act ("ADA") and the Rehabilitation Act ("Act"). In its sole discretion, the University may, if necessary, modify and/or reduce the number of parking spaces in the Lot to create the required amount of accessible parking space(s), which fully comply with the ADA, the Act, and any applicable federal or state regulations as the same may be amended from time to time.

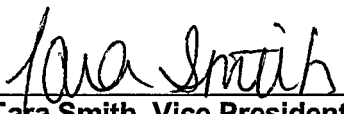
h. This Agreement may be executed concurrently in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same.

i. Notwithstanding any term of provision to the contrary, nothing in this Agreement shall be deemed or construed as a waiver of jurisdiction or of the sovereign immunity of the University of Arkansas, or any immunities to suit available to its trustees, representatives, officials, and employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City of Fayetteville and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, have hereunder set their hands, by their respective officers, duly authorized on this 14th day of JULY, 2025.

**Board of Trustees of the
University of Arkansas,
Acting for and on behalf
of the University of Arkansas,
Fayetteville**

By: 
**Tara Smith, Vice President for
Finance & CFO**

CITY OF FAYETTEVILLE:

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

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

FROM: Justin Clay, Parking Manager

SUBJECT: **A resolution to authorize Mayor Rawn to sign a shared parking lease agreement with HMT of Fayetteville for the operation of two privately-owned parking lots as revenue-producing off-street parking lots within the Dickson Street Entertainment District and to approve a budget adjustment.**

RECOMMENDATION:

Staff recommends approving the lease agreement, and accompanying budget adjustment, with HMT of Fayetteville (HMT) authorizing the City to operate two privately-owned parking lots located at 313 W. Dickson Street as revenue-producing off-street parking lots. The lots contain 49 parking spaces.

BACKGROUND:

This agreement is the result of ongoing discussions between HMT representatives and City staff about the prospect of City management of the HMT-owned surface parking lots located at 313 W. Dickson Street. This agreement would authorize the City to institute a managed paid parking program and would allow HMT to generate consistent revenue from their parking lots and for the City to share in the revenue. Currently, the parking lots operate under a privately-managed parking operation.

DISCUSSION:

The terms of this agreement authorize the City to operate and manage the HMT lots for both transient (hourly or daily) and permit (monthly) parking using the City's existing parking management system. The hourly rates and permit fees will be determined and agreed upon by the City and HMT to achieve desired utilization. Parking revenue generated from the transient and permit fees will be split 85/15 between HMT and the City. The City will retain 100% of the revenue for any citations issued. The City will be responsible for parking equipment, systems, signage, and general upkeep of the lot. HMT will be responsible for maintenance and upgrades to the property.

Staff feel that this shared parking agreement serves the public interest as it creates a managed parking environment consistent with other City-managed parking facilities within the Entertainment District. Recognizable wayfinding signage and consistent parking regulations, coupled with nearby transit service, will make the HMT lots an attractive option for daily parking within the heart of the Entertainment District.

BUDGET/STAFF IMPACT:

Staff anticipate minimal staff impact as these locations are within our existing parking district. Staff anticipate \$50,000 in total revenue to be shared for the remainder of the year.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. HMT_City_Lease Agreement_8.13.2025, 6. HMT Lots Map

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 #: 2025-1516

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A SHARED PARKING LEASE AGREEMENT WITH HMT OF FAYETTEVILLE, LLC FOR OPERATION OF TWO PRIVATELY OWNED PARKING LOTS AS REVENUE-PRODUCING OFF-STREET PARKING LOTS WITHIN THE DICKSON STREET ENTERTAINMENT DISTRICT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, a shared parking arrangement with HMT of Fayetteville, LLC for property located at 313 W. Dickson street serves the public interest as it creates a managed parking environment consistent with other City-managed parking facilities within the Entertainment District and ensures continuity in parking rules, regulations, rates, and enforcement methods found in other City-managed parking facilities throughout the Dickson Street Entertainment District.

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 shared parking lease agreement with HMT of Fayetteville, LLC for operation of two off-street parking lots at 313 W. Dickson Street as revenue-producing off-street parking lots within the Dickson Street Entertainment District for a term of one year with automatic renewals for up to five additional one year terms.

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.



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

Resolution: 195-25

File Number: 2025-1516

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A SHARED PARKING LEASE AGREEMENT WITH HMT OF FAYETTEVILLE, LLC FOR OPERATION OF TWO PRIVATELY OWNED PARKING LOTS AS REVENUE-PRODUCING OFF-STREET PARKING LOTS WITHIN THE DICKSON STREET ENTERTAINMENT DISTRICT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, a shared parking arrangement with HMT of Fayetteville, LLC for property located at 313 W. Dickson street serves the public interest as it creates a managed parking environment consistent with other City-managed parking facilities within the Entertainment District and ensures continuity in parking rules, regulations, rates, and enforcement methods found in other City-managed parking facilities throughout the Dickson Street Entertainment District.

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 shared parking lease agreement with HMT of Fayetteville, LLC for operation of two off-street parking lots at 313 W. Dickson Street as revenue-producing off-street parking lots within the Dickson Street Entertainment District for a term of one year with automatic renewals for up to five additional one year terms.

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

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1516

Item ID

9/2/2025

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

Justin Clay

8/13/2025

PARKING MANAGEMENT (430)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize Mayor Rawn to sign a shared parking lease agreement with HMT of Fayetteville for the operation of two privately-owned parking lots as revenue-producing off-street parking lots within the Dickson Street Entertainment District and to approve a budget adjustment.

Budget Impact:

2130.430.9131-4426.57

Parking

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? Yes

Budget Adjustment

\$ 35,000.00

Remaining Budget

\$ 35,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	PARKING MANAGEMENT (430)	
	Requestor: Justin Clay	

A resolution to authorize Mayor Rawn to sign a shared parking lease agreement with HMT of Fayetteville for the operation of two privately-owned parking lots as revenue-producing off-street parking lots within the Dickson Street Entertainment District and to approve a budget adjustment.

	COUNCIL DATE:	9/2/2025
	ITEM ID#:	2025-1516
		<i>Holly Black</i>
		<i>8/14/2025 7:49 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made as of the ____ day of September, 2025 (“**Effective Date**”), by and between **HMT OF FAYETTEVILLE, LLC (“HMT”)**, and **CITY OF FAYETTEVILLE, ARKANSAS (“City”)**, each, a “**Party**” and collectively the “**Parties.**”

RECITALS:

WHEREAS, HMT is the owner of certain real property in Fayetteville, Arkansas utilized as private parking lots with a street address of 313 W. Dickson Street and further identified as Washington County, Arkansas real estate parcel numbers 765-01708-000; 765-01703-000 and 765-01711-000 (the “**Property**”); and

WHEREAS, HMT and City desire to enter into this Agreement for the usage of the Property as public parking with enforcement by City of its parking rules and regulations and for a sharing arrangement of revenues collected pursuant to the public parking usage.

NOW, THEREFORE, in consideration of the obligations and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by this reference.

2. **Grant of License; Use.** Starting on the Commencement Date (as defined below), HMT hereby gives and grants to City, a limited license (the “**License**”) for the usage of the Property according to the terms stated herein. During the term of the License, the City shall operate the Property as a revenue producing off-street parking facility. City agrees, at its sole expense, to equip the Property with any necessary parking recordation and revenue collection system and to operate and maintain such system in a commercially reasonable manner. City also agrees to collect the parking revenues raised therefrom and to enforce the rules and regulations of the Property in a manner consistent with other city-managed parking facilities to ensure that motorists parking thereon are in compliance with the applicable parking regulations as they are now, or as may hereafter, be established by City. City further agrees to facilitate the purchase of parking permits for the Property and maintain associated customer accounts in a manner consistent with other city-managed parking facilities. It is agreed that the Parties will mutually agree on the amount of the parking rates charged and various other factors that may influence the parking rates, which may include, but are not necessarily limited to the season, day of the week or time of day.

Notwithstanding the foregoing, HMT may designate certain personnel authorized to park on the Property at any time at no charge. Further, HMT reserves the right to use the Property, or any portion thereof, for such purposes as HMT deems necessary in its sole and absolute discretion at no charge. The Parties agree to coordinate regarding such specific usage and HMT agrees, except in extraordinary circumstances, to notify City at least five (5) business days in advance of its intent to use the Property, or any portion thereof, for such specific uses. During such

predetermined specific uses, neither City nor any party engaged by City shall provide any enforcement or revenue collection services at the Property.

3. **Term; Termination.** The term of the License shall begin on the first day of the month subsequent to passage of a resolution by the City authorizing this Agreement and execution of the Agreement by the Mayor or other authorized City personnel (the “**Commencement Date**”) and continue for an initial period of one (1) year from the Commencement Date. After such initial one (1) year period, the License shall automatically renew on the anniversary of the Commencement Date for additional one (1) year periods up to a maximum of five (5) additional years, provided the License is not otherwise terminated pursuant to the terms of this Agreement.

Either Party may terminate this Agreement for any reason, in their sole and absolute discretion, upon the giving of written notice to the non-terminating Party at least sixty (60) days prior to the termination date. Upon termination, City shall remit all funds collected through the termination date and pay over to HMT the amounts as determined under this Agreement within thirty (30) days of the termination date. The obligation of City to account for and make payment to HMT pursuant to the terms herein shall survive the termination of this Agreement. City shall have no right to possession of the Property, or any portion thereof, beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by HMT to any holding over by City after the expiration or termination of the License. Furthermore, nothing contained herein shall constitute a dedication of the Property to the public for general use and the Parties agree the Property remains the sole private property of HMT, notwithstanding the limited rights provided to City pursuant to this Agreement. Upon expiration or termination of this Agreement, neither HMT nor City will have any further rights or obligations hereunder, except those that by their terms survive the termination.

4. **Compensation.** During the term of this License, City agrees to pay over to HMT an amount equal to eighty-five percent (85%) of the gross revenues derived from parking permits or other parking transactions accrued for the Property. Said revenues shall be paid to HMT on a monthly basis and shall include a financial report regarding the transactions at the Property for such period. City shall retain the remaining fifteen percent (15%) of the gross revenues derived from parking permits or other parking transactions accrued for the Property. It is understood and agreed that gross revenues shall not be deemed to include fines or penalties paid to City as a result of enforcement action by City.

5. **Condition of Premises.** City hereby accepts the Property in “AS-IS” condition “WITH ALL FAULTS.” City shall at its own expense keep the Property in a clean and safe condition. HMT shall not assume any liabilities or responsibilities of parking enforcement or revenue collection for the Property pursuant to this Agreement. HMT shall not be responsible for any losses, damages or injuries caused by City or its employees, agents or third parties, including any third party retained by City to provide enforcement and/or collection services at the Property.

6. **Claims or Demands.** HMT understands and is aware that under Arkansas law City may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injured persons or property arising out of any negligent act or omission by either Party and their employees or agents in the performance of this

Agreement, the Parties agree that: (a) they will cooperate with one another in the defense of any action or claim brought against the other Party seeking the foregoing damages or relief; (b) they will in good faith cooperate with each other should either Party present any claims of the foregoing nature to any tribunal or commission with jurisdiction over such matter; (c) they will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature and will make reasonable efforts to expedite the adjudication of such claims; provided, however, both Parties reserve the right to assert in good faith all claims and defenses available to them in any such proceedings.

7. **Performance of Work.** Notwithstanding anything to the contrary contained in this Agreement, City shall not perform any construction on or alteration of the Property without HMT's prior written consent. The Parties shall jointly approve any signage installed at the Property prior to installation.

8. **Incidental Rights.** Except as otherwise specifically provided or limited herein, the rights and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for the stated use and enjoyment of the License for the respective intended purposes.

9. **Binding Effect; No Assignment.** The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not intended to, and shall not, create any rights in, nor confer any benefits upon, anyone other than the Parties, their respective successors and assigns. Notwithstanding the foregoing, neither this Agreement nor any rights to any part of the Property may be assigned, sold, transferred or sublicensed or otherwise conveyed by City without the prior written consent of HMT.

10. **Applicable Law; Amendment.** This Agreement shall be construed in accordance with the laws of the State of Arkansas and shall not be amended, modified or terminated unless in writing executed by HMT and City.

11. **No Waiver.** The failure of any Party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Agreement at any future time.

12. **Entire Agreement; Severability.** This Agreement contains the sole and entire agreement between the Parties with respect to the matters set forth herein. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Agreement, shall not be affected thereby, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Attorneys' Fees.** The prevailing Party in any legal proceeding regarding this Agreement shall be entitled to recover from the other Party all reasonable attorneys' and experts'

fees and costs incurred by such prevailing Party in connection with such proceeding and any efforts or negotiations leading thereto.

14. **Independent Parties.** HMT and City are and shall remain independent parties at all times and for all reasons. This Agreement does not create a joint venture or partnership, and neither Party has the authority to bind the other with respect to any third party.

15. **Rules of Construction.** The Parties covenant and agree that the rule of construction that ambiguous provisions of an agreement are construed against the drafting party shall have no application or effect with respect to this Agreement. This Agreement shall be interpreted as if both Parties participated equally in its preparation and drafting.

16. **Remedies.** In addition to the remedies set forth elsewhere in this Agreement, each Party shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any Party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. This Agreement is valid, binding and enforceable when executed by an authorized individual on behalf of a party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned or photocopied manual signature. Each electronic signature or faxed, scanned or photocopied manual signature has for all purposes the same validity, legal effect and admissibility in evidence as an original manual signature.

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

HMT OF FAYETTEVILLE, LLC

By: Valerie Snow
Valerie Snow, Property Manager

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor



Override 1

Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/13/2025
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 25-44 Sweetser Construction, Inc. – Construction - Concrete**

RECOMMENDATION:

Staff recommends awarding Bid 25-44 to Sweetser Construction, Inc. on an as needed basis for concrete construction through December 31, 2025.

BACKGROUND:

Formal bids were requested for Concrete Construction on June 29, 2025. Two bids were received:

Sweetser Construction	\$1,360,000.00
Alexander Construction	\$4,167,500.00

DISCUSSION:

City staff recommends awarding Bid 25-44 for Sweetser Construction, Inc. for on-call construction work. The work Sweetser will be on call to perform includes curb and gutter, sidewalks, pavement repairs, drop inlets, junction boxes, ADA ramps, and driveway aprons.

This concrete construction bid would be available for City-wide use, so any applicable departments would request PO's referencing this bid if this construction work is needed within their department.

BUDGET/STAFF IMPACT:

This is a bid that is available for City-wide use.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 25-44, Bid Tab - Final, 5. Bid 25-44, Submittal - Sweetser Construction, Inc - E



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1479

A RESOLUTION TO AWARD BID #25-44 AND AUTHORIZE THE PURCHASE OF CONCRETE CONSTRUCTION SERVICES FROM SWEETSER CONSTRUCTION, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH DECEMBER 31, 2025

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-44 and authorizes the purchase of concrete construction services from Sweetser Construction, Inc. in variable amounts and for varying unit prices as needed through December 31, 2025, within the approved budget.



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

Resolution: 196-25

File Number: 2025-1479

A RESOLUTION TO AWARD BID #25-44 AND AUTHORIZE THE PURCHASE OF CONCRETE CONSTRUCTION SERVICES FROM SWEETSER CONSTRUCTION, INC. IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH DECEMBER 31, 2025

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-44 and authorizes the purchase of concrete construction services from Sweetser Construction, Inc. in variable amounts and for varying unit prices as needed through December 31, 2025, within the approved budget.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1479

Item ID

9/2/2025

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

Tim Nyander

8/6/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 25-44 to Sweetser Construction, Inc. for Construction – Concrete in the amount of \$1,360,000.00.

Budget Impact:

City-wide

City-wide

Account Number

Fund

City-wide

City-wide

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:



BID TABULATION
Bid 25-44, Construction - Concrete
 DEADLINE: Tuesday, July 22, 2025 at 2:00 PM

Line #	Description	Total		Sweetser Construction,		Alexander Construction,	
		QTY	UOM	Unit	Extended	Unit	Extended
					\$1,360,000.00		\$4,167,500.00
1	Curb and Gutter Construction - Type A (See Appendix G)	2500	LF	\$50.00	\$125,000.00	\$60.00	\$150,000.00
2	Curb and Gutter Construction - Type D (See Appendix G)	5000	LF	\$55.00	\$275,000.00	\$60.00	\$300,000.00
3	Curb and Gutter Construction - Modified (See Appendix G)	750	LF	\$50.00	\$37,500.00	\$60.00	\$45,000.00
4	4" Thick Concrete - Sidewalk (See Appendix C)	1000	SY	\$79.00	\$79,000.00	\$800.00	\$800,000.00
5	4" Thick Concrete (Sidewalk & Driveway Aprons) With Subgrade Preparation(See Appendix C)	1000	SY	\$125.00	\$125,000.00	\$850.00	\$850,000.00
6	6" Thick Concrete - Sidewalk & Driveway Aprons (See Appendix C)	500	SY	\$110.00	\$55,000.00	\$950.00	\$475,000.00
7	6" Thick Concrete (Sidewalk, Driveway Aprons) With Subgrade Preparation(See Appendix C)	500	SY	\$155.00	\$77,500.00	\$950.00	\$475,000.00
8	Concrete Pavement Repair - 9" Thick (See Appendix F)	250	SY	\$220.00	\$55,000.00	\$850.00	\$212,500.00
9	Concrete Pavement Repair - Colored Concrete per detail ST8 (See Appendix F)	250	SY	\$260.00	\$65,000.00	\$900.00	\$225,000.00
10	(4') Drop Inlet - Type C or MO (See Appendix H)	10	EA	\$4,800.00	\$48,000.00	\$0.00	\$0.00
11	(5') Drop Inlet - Type C or MO (See Appendix H)	10	EA	\$5,800.00	\$58,000.00	\$0.00	\$0.00
12	(6') Drop Inlet - Type C or MO (See Appendix H)	5	EA	\$6,800.00	\$34,000.00	\$0.00	\$0.00
13	(4') Junction Box - Type C or MO (See Appendix H)	5	EA	\$4,400.00	\$22,000.00	\$0.00	\$0.00
14	(5') Junction Box - Type C or MO (See Appendix H)	5	EA	\$5,400.00	\$27,000.00	\$0.00	\$0.00
15	(6') Junction Box - Type C or MO (See Appendix H)	5	EA	\$6,400.00	\$32,000.00	\$0.00	\$0.00
16	(4') Drop Inlet Extension (See Appendix H)	15	EA	\$1,500.00	\$22,500.00	\$0.00	\$0.00
17	(5') Area Inlet (See Appendix H)	5	EA	\$6,000.00	\$30,000.00	\$0.00	\$0.00
18	Drop Inlet Back Opening (See Appendix H)	5	EA	\$5,800.00	\$29,000.00	\$0.00	\$0.00
19	4" Thick Concrete - ADA Ramp, Landing & Truncated Domes (See Appendix E)	50	SY	\$110.00	\$5,500.00	\$800.00	\$40,000.00
20	4" Thick Concrete - ADA Ramps and Landings With Subgrade Preparation (See Appendix D)	100	SY	\$180.00	\$18,000.00	\$850.00	\$85,000.00
21	6" Thick Concrete - Sidewalk & Driveway ApronsWith Subgrade Preparation (See Appendix D)	500	SY	\$225.00	\$112,500.00	\$950.00	\$475,000.00
22	Remove 18" - 24" Curb and Gutter and Replace with 18" Curb and GutterWith Subgrade Preparation	500	LF	\$55.00	\$27,500.00	\$70.00	\$35,000.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr Procurement Agent



Bid 25-44 Addendum 1

Sweetser Construction, Inc.

Sweetser Construction, Inc.

Supplier Response

Event Information

Number: Bid 25-44 Addendum 1
Title: Construction - Concrete
Type: Invitation to Bid
Issue Date: 6/29/2025
Deadline: 7/22/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting bids from properly licensed professionals to bid on the annual bulk materials used in concrete construction. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, by email tyoung@fayetteville-ar.gov or by phone at 479.575.8289.

Contact Information

Contact: Trevel Young
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Phone: (479) 575-8289
Email: tyoung@fayetteville-ar.gov

Sweetser Construction, Inc. Information

Contact: Charlie Miller
Address: 590 West Poplar
Fayetteville, AR 72753
Phone: (479) 443-3026
Fax: (479) 442-0119
Email: charlie@sweetserconstruction.com

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

Charlie W. Miller
Signature

charlie@sweetserconstruction.com
Email

Submitted at 7/22/2025 11:33:35 AM (CT)

Requested Attachments

Bid 25-44, Bid Form and Signature Pages

SSweetser C25072211520.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

100049983

2 Arkansas Contractor License Number:

0027470425

3 Check Yes or No:

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

☒ Yes

☐ No

4 Check Yes or No:

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

☒ Yes

☐ No

5 Addendum Acknowledgement:

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

☒ I agree

Bid Lines

1	Curb and Gutter Construction - Type A (See Appendix G)	Quantity: <u>2500</u> UOM: <u>LF</u>	Price: <u>\$50.00</u>	Total: <u>\$125,000.00</u>
2	Curb and Gutter Construction - Type D (See Appendix G)	Quantity: <u>5000</u> UOM: <u>LF</u>	Price: <u>\$55.00</u>	Total: <u>\$275,000.00</u>
3	Curb and Gutter Construction - Modified (See Appendix G)	Quantity: <u>750</u> UOM: <u>LF</u>	Price: <u>\$50.00</u>	Total: <u>\$37,500.00</u>
4	4" Thick Concrete - Sidewalk (See Appendix C)	Quantity: <u>1000</u> UOM: <u>SY</u>	Price: <u>\$79.00</u>	Total: <u>\$79,000.00</u>
5	4" Thick Concrete (Sidewalk & Driveway Aprons) With Subgrade Preparation (See Appendix C)	Quantity: <u>1000</u> UOM: <u>SY</u>	Price: <u>\$125.00</u>	Total: <u>\$125,000.00</u>
6	6" Thick Concrete - Sidewalk & Driveway Aprons (See Appendix C)	Quantity: <u>500</u> UOM: <u>SY</u>	Price: <u>\$110.00</u>	Total: <u>\$55,000.00</u>
7	6" Thick Concrete (Sidewalk, Driveway Aprons) With Subgrade Preparation (See Appendix C)	Quantity: <u>500</u> UOM: <u>SY</u>	Price: <u>\$155.00</u>	Total: <u>\$77,500.00</u>
8	Concrete Pavement Repair - 9" Thick (See Appendix F)	Quantity: <u>250</u> UOM: <u>SY</u>	Price: <u>\$220.00</u>	Total: <u>\$55,000.00</u>
9	Concrete Pavement Repair - Colored Concrete per detail ST8 (See Appendix F)	Quantity: <u>250</u> UOM: <u>SY</u>	Price: <u>\$260.00</u>	Total: <u>\$65,000.00</u>
10	(4') Drop Inlet - Type C or MO (See Appendix H)	Quantity: <u>10</u> UOM: <u>EA</u>	Price: <u>\$4,800.00</u>	Total: <u>\$48,000.00</u>
11	(5') Drop Inlet - Type C or MO (See Appendix H)	Quantity: <u>10</u> UOM: <u>EA</u>	Price: <u>\$5,800.00</u>	Total: <u>\$58,000.00</u>
12	(6') Drop Inlet - Type C or MO (See Appendix H)	Quantity: <u>5</u> UOM: <u>EA</u>	Price: <u>\$6,800.00</u>	Total: <u>\$34,000.00</u>
13	(4') Junction Box - Type C or MO (See Appendix H)	Quantity: <u>5</u> UOM: <u>EA</u>	Price: <u>\$4,400.00</u>	Total: <u>\$22,000.00</u>

14	(5') Junction Box - Type C or MO (See Appendix H) Quantity: <u> 5 </u> UOM: <u>EA</u> Price: \$5,400.00 Total: \$27,000.00
15	(6') Junction Box - Type C or MO (See Appendix H) Quantity: <u> 5 </u> UOM: <u>EA</u> Price: \$6,400.00 Total: \$32,000.00
16	(4') Drop Inlet Extension (See Appendix H) Quantity: <u> 15 </u> UOM: <u>EA</u> Price: \$1,500.00 Total: \$22,500.00
17	(5') Area Inlet (See Appendix H) Quantity: <u> 5 </u> UOM: <u>EA</u> Price: \$6,000.00 Total: \$30,000.00
18	Drop Inlet Back Opening (See Appendix H) Quantity: <u> 5 </u> UOM: <u>EA</u> Price: \$5,800.00 Total: \$29,000.00
19	4" Thick Concrete - ADA Ramp, Landing & Truncated Domes (See Appendix E) Quantity: <u> 50 </u> UOM: <u>SY</u> Price: \$110.00 Total: \$5,500.00
20	<i>Line deleted as part of an Addendum</i>
21	4" Thick Concrete - ADA Ramps and Landings With Subgrade Preparation (See Appendix D) Quantity: <u> 100 </u> UOM: <u>SY</u> Price: \$180.00 Total: \$18,000.00
22	6" Thick Concrete - Sidewalk & Driveway Aprons With Subgrade Preparation (See Appendix D) Quantity: <u> 500 </u> UOM: <u>SY</u> Price: \$225.00 Total: \$112,500.00
23	Remove 18" - 24" Curb and Gutter and Replace with 18" Curb and Gutter With Subgrade Preparation Quantity: <u> 500 </u> UOM: <u>LF</u> Price: \$55.00 Total: \$27,500.00

Response Total: \$1,360,000.00

City of Fayetteville
Bid 25-44, Construction – Concrete
SECTION 03: BID FORM

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: Sweetser Construction, Inc.

NUMBER OF YEARS IN BUSINESS: 65 HOW LONG IN PRESENT LOCATION: 65

TOTAL NUMBER OF CURRENT EMPLOYEES: 26 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3-7 ? FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Fayetteville / Laverett
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Chase Webb
CONTACT PERSON

479-444-3424
TELEPHONE

7/24
DATE COMPLETED

cwebb@Fayetteville-AR.Gov
E-MAIL ADDRESS

2. City of Fayetteville / Mission
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Matt Mihalevich
CONTACT PERSON

479-444-3416
TELEPHONE

3/24
DATE COMPLETED

mmihalevich@Fayetteville-AR.Gov
E-MAIL ADDRESS

3. City of Fayetteville / Prairie St.
COMPANY NAME

Fayetteville, AR 72701
CITY, STATE, ZIP

Chase Webb
CONTACT PERSON

479-444-3424
TELEPHONE

6/25
DATE COMPLETED

cwebb@Fayetteville-AR.Gov
E-MAIL ADDRESS

4. Benton County / Gooseberry
COMPANY NAME

Bentonville, AR
CITY, STATE, ZIP

Josh Beam
CONTACT PERSON

479-616-9736
TELEPHONE

5/25
DATE COMPLETED

Josh.Beam@bentoncountyAR.Gov
E-MAIL ADDRESS

1. DISCLOSURE INFORMATION

Upon signing this Bid, the bidder certifies the following:

- a. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

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

☒ 1.) NO KNOWN RELATIONSHIP EXISTS

☐ 2.) RELATIONSHIP EXISTS (Please explain): _____

- b. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
- c. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
- d. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
- e. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
- f. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
- g. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

- h. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

2. ADDENDA ACKNOWLEDGEMENT:

Acknowledge receipt of addenda for this invitation to bid by signing and dating below. All addendums are hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
#1	Charles W. Miller Charles W. Miller	7/17

3. DEBARMENT CERTIFICATION

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

4. SIGNATURE SUBMITTAL

*NAME OF COMPANY: Sweetser Construction, Inc.
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Sweetser Construction LLC

*BUSINESS ADDRESS: 590 West Poplar

*CITY: Fayetteville *STATE: AR *ZIP: 72705

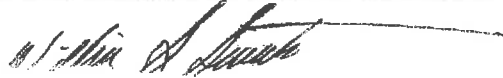
*PHONE: 479-443-3026 FAX: 479-442-0119

*E-MAIL: charlie@sweetserconstruction.com

*TAX ID NUMBER: 71-0399789 AR SECRETARY OF STATE FILING #: 100049983

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

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

SIGNATURE: 

PRINTED NAME: William G. Sweetser

TITLE: President DATE: 7/22/25

END OF BID FORM



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **WATER SEWER DEPARTMENT HYDRO-EXCAVATION TRUCK ASSET REPLACEMENT THROUGH GAPVAX INC.**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF A HYDRO-EXCAVATION TRUCK THROUGH GAPVAX INC. IN THE AMOUNT OF \$733,015.70 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (101221-GPV) AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Asset 9284 (WSEW_F097) is currently at 13.3 points and in need of replacement.

DISCUSSION:

A large number of water leak repairs made by the Water Sewer department are service lines that are located in customers yards or crowded general utility easements. Utilizing the hydro-excavator is the safest, most efficient and least invasive method to perform these repairs. The Water Sewer department repairs over 1300 water leaks annually. Hydro-excavation also eliminates the need to wait for utility locates before making a repair whereas traditional excavation requires locate requests through 811 - call before you dig. These trucks allow us to improve efficiency when making water leak repairs. it is a safer method of excavation when working near electric and gas lines.

Fleet Operations recommends the purchase and on-time replacement of this truck, and it will be built exactly like the last truck approved by the City Council in June of 2023.

BUDGET/STAFF IMPACT:

This unit was originally forecasted to be a FY27 replacement, but due to ongoing large and costly repairs and downtime along with a 1-year lead time, a budget adjustment is being presented for your approval to start this purchase earlier.

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 #: 2025-1487

A RESOLUTION TO APPROVE THE PURCHASE OF A HYDRO-EXCAVATOR FROM GAPVAX INC. IN THE AMOUNT OF \$733,015.70, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Utilities Department repairs over 1,300 water leaks annually and a large number of those repairs are service lines that are located in customers yards or crowded general utility easements; and

WHEREAS, utilizing the hydro-excavator is the safest, most efficient and least invasive method to perform these repairs and eliminates the need to wait for utility locates before making a repair and the current hydro-excavator is in need of replacement.

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 hydro-excavator from Gapvax Inc. in the amount of \$733,015.70, 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.



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

Resolution: 197-25

File Number: 2025-1487

A RESOLUTION TO APPROVE THE PURCHASE OF A HYDRO-EXCAVATOR FROM GAPVAX INC. IN THE AMOUNT OF \$733,015.70, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Utilities Department repairs over 1,300 water leaks annually and a large number of those repairs are service lines that are located in customers yards or crowded general utility easements; and

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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 hydro-excavator from Gapvax Inc. in the amount of \$733,015.70, 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.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1487

Item ID

9/2/2025

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

Ross Jackson

8/11/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A HYDRO-EXCAVATION TRUCK THROUGH GAPVAX INC. IN THE AMOUNT OF \$733,015.70 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (101221-GPV) AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

97001.5400.720

Fleet Replacement Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,020,663.00

Expenses (Actual+Encum)

\$ 172,480.64

Available Budget

\$ 848,182.36

Does item have a direct cost? Yes

Item Cost

\$ 733,015.70

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 736,000.00

Remaining Budget

\$ 851,166.66

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	

A RESOLUTION TO APPROVE THE PURCHASE OF A HYDRO-EXCAVATION TRUCK THROUGH GAPVAX INC. IN THE AMOUNT OF \$733,015.70 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (101221-GPV). WSEW_F097 replacement

[illegible]

SOURCEWELL CONTRACT NO. 101221-GPV

GapVax[®]

PREPARED BY

GapVax, Inc

575 Central Ave.

Johnstown, PA 15902

PREPARED FOR

Ross Jackson

City of Fayetteville AR

QUOTE



QUOTE ID
25242 REVISION 2

UPDATED:
01/21/25



2026 HV56 WET/DRY HYDRO EXCAVATOR

QUOTE ID: 25242 REVISION 2

August 11, 2025

NOTE: THE GAPVAX HV UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	DESCRIPTION	NOTES	QTY
CHASSIS OPTIONS			
CHA001	2026 PETERBILT 567 - 500 HP - 315" WHEELBASE		1
	CUMMINS X15-500 V RATED FOR 500 HP @ 1900 RPM AND 1850 LB-FT @ 950 RPM		
	ALLISON 4500 RDS-P TRANSMISSION		
	315" WHEELBASE (240" CA)		
	22,000 LB FRONT AXLE		
	52,000 LB REAR AXLE		
	CAB PAINTED FACTORY WHITE		1
DEBRIS BODY OPTIONS			
STD	15 USABLE YARD DEBRIS TANK MADE OF 1/4" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	BOLT-ON CYCLONES AND CYCLONE DUMP CHUTE		STANDARD
STD	TOP-LOADING MATERIAL BACKED BODY INLET		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	THREE TIE-OFFS ON TOP OF THE BODY		STANDARD
STD	SEMI-CIRCULAR BODY BAFFLE WITH SURGE BAR		STANDARD
A2A	DECANT AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE		1
A24P	DECANT HALF WAY UP TAILGATE - 4" BRASS VALVE		1
A3	LIQUID LEVEL INDICATOR ON TAILGATE		1
A6C	PUMP OFF SYSTEM - 4" SLUDGE PUMP WITH SILICONE CARBIDE SEALS	REQUIRES J303	1
A350G	UPGRADE OPTION A33A SPLASH SHIELDS TO STAINLESS STEEL		1
A350Q	UPGRADE FLOAT BALL CAGE TO STAINLESS STEEL		1
A350R	UPGRADE TAILGATE LL INDICATOR TO SS 1/2" ROD INSIDE TAILGATE		1
A23	ELECTRIC VIBRATOR ON DEBRIS TANK		STANDARD
A33A	TAILGATE SPLASH SHIELDS - WELDED TO TANK		1
A44	PNEUMATIC TAILGATE PROP (IN ADDITION TO STANDARD TAILGATE PROP ROD)		REQUIRED
STD	PNEUMATIC ACTUATED BODY PROP		STANDARD
WATER TANK OPTIONS			
STD	1,200 GALLON WATER TANK MADE OF 1/4" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	WATER TANK COATING	NOT WARRANTIED	STANDARD
STD	3" WATER FILL LINE WITH 3" Y-STRAINER AND ANTI-SIPHON		STANDARD

STD	WATER LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	2" WATER TANK DRAIN		STANDARD
STD	20" MANWAY ON WATER TANK		STANDARD
B300	UPGRADE TO BUTTERFLY VALVE IN SUPPLY LINE	MOUNTED AT REAR HINGE PIN	REQUIRED
B305	ADD 3/4" BALL VALVE AND SPOUT TO WATER TANK SIGHT GLASS		1
VACUUM SYSTEM OPTIONS			
C300	HIBON 8702 VACUUM PUMP 5250 CFM AND 27" HG		STANDARD
STD	12" LIQUID SHUTOFF STAINLESS STEEL FLOAT BALL		STANDARD
STD	SINGLE MODE WET/DRY FILTRATION WITH (6) BOLT-ON EZ-DECON CYCLONES		STANDARD
STD	BAGHOUSE WITH (40) POLYESTER FILTER BAGS		STANDARD
STD	AIR-POWERED PULSATORS FOR CLEANING FILTER BAGS		STANDARD
STD	NOISE AND VIBRATION DAMPENING MOUNTS		STANDARD
STD	ULTRA QUIET EXHAUST/INTAKE SILENCERS		STANDARD
C320	VULKAN VIBRATION DAMPENER ON BLOWER	HIGHLY RECOMMENDED	1
C321	8" VACUUM RELIEF VALVE	HIGHLY RECOMMENDED	1
C330A	UPGRADE FILTER BAGS TO 285 DEGREE ACRYLIC BAGS		1
C370	REMOTE PULSATOR TANK DRAINS	HIGHLY RECOMMENDED	1
C399	REMOVE STANDARD PULSATOR SYSTEM EXCEPT FOR TUBES ON BAGHOUSE DOORS		1
HX WATER SYSTEM OPTIONS			
D30D	STAINLESS BOX 60" WIDE X 28" DEEP X 24" TALL PUMP ENCLOSURE	HX PUMP MUST BE HYDRAULICALLY DRIVEN	1
D317HAE	19 GPM / 2,900 PSI GIANT LP200-SS-GB, HYDRAULICALLY DRIVEN VIA AUTO TRANS PTO (FIXED SPEED HYDRAULIC CONTROL)	REQUIRES J303A, G2B, G330B	1
D25B-PM	UPGRADE STD REEL TO HD AIR MOTOR RETRACT HOSE REEL WITH 1/2" X 100' HOSE	INCLUDES PUSH LEVER AIR CONTROL	1
D4-HX+RAV	PNEUMATICALLY OPERATED HX WATER PRESSURE RELIEF VALVE IN LIEU OF 3-WAY AND UPGRADE HOSE REEL VALVE TO P/N: VAL022790 REMOTE ACTUATED INTEGRATED OPTION D4-HX CONTROL (G2B)	REQUIRES D307HA OR D317HA AND G312A OR G312B	1
D372A	HEATED CABINET FOR PUMP AND HOSE - VIA ENGINE COOLANT SYSTEM	REQUIRES D30 AND ENGINEERING APPROVAL	1
D21	COLD WEATHER RECIRCULATION VIA AUTO TRANSMISSION	REQUIRES D300 OR D315	1
D18	AIR PURGE SYSTEM - PUMP, REGULATOR, HOSE REEL		1
D28	GLYCOL INJECTION SYSTEM		1
D34	BURNER SYSTEM - MOUNTS ONLY	REQUIRES VERTICAL SILENCERS	1
D35B	1/2" HX LANCE WITH 6' EXTENSION AND RIPSAW NOZZLE		1
BOOM OPTIONS			
E300	TUBE IN TUBE BOOM - EXTENDABLE - 17' - 25' REACH FROM CENTER OF TRUCK, INCLUDES VERTICAL SILENCERS		1
E321A	UPGRADE TO REINFORCED BOOM ELBOW (TUBE-IN-TUBE STYLE ONLY)	REQUIRES E300	1
E322	AIR-X CANNON UPGRADE (TUBE-IN-TUBE BOOM ONLY, N/A ON INDUSTRIAL STYLE BOOM)		1
E323	3" CLEANOUT DOOR ON BACK OF BOOM CANNON		1
E329	BOOM HYDRAULIC HOSE SUPPORT ARM		1
E324	BOOM DOCKING PORT		1
CONTROLS, GAUGES, ACCESSORIES OPTIONS			
G2B	DM430 DISPLAY MOUNTED ON SIDE CONTROL PANEL, SAFETY SYSTEM INCLUDES WATER PUMP ENGAGE SWITCH,	REQUIRES G330B	1
	WATER LEVEL, LOW WATER SHUT DOWN, WATER PUMP FLOW AND HOURS		INCLUDED
	ENGINE / PUMP OVER SPEED SHUT DOWN, LOW PTO OIL PRESSURE WARNING		INCLUDED
	WATER TEMPERATURE SENSOR WITH SHUT DOWN		INCLUDED
G14	BODY UP LIGHT & ALARM IN CAB		1

G16	BOOM UP LIGHT & ALARM IN CAB		1
G312B	AARCOMM WIRELESS REMOTE WITH BOOM, VACUUM AND WATER FUNCTIONS		1
G312B-ATD	ADDITIONAL AARCOMM TRIDENT TRANSMITTER (ONLY ONE CAN BE OPERATIONAL AT A TIME)	REQUIRES OPTION G310B OR G312B	INCLUDED
G340A	25' GROUNDING CABLE	HIGHLY RECOMMENDED	1
G330B	16" X 20" STAINLESS CONTROL BOX WITH WINDOW ON CURBSIDE		1
LIGHTING			
STD	TRUCK-LITE LED STOP, TURN, AND TAIL LIGHTS		STANDARD
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	UPGRADE STOP/TAIL/TURN LIGHTS TO LED		STANDARD
H0A	UPGRADE STOP/TAIL/TURN LIGHT BOX TO POLISHED STAINLESS STEEL		STANDARD
H1	ONE LED STROBE BEACON LIGHT - FRONT (SAE CLASS-1 (SAE J595) COMPLIANT)	(WHELEN L10 OR EQUAL)	1
H5C	(2) BOOM WORK LIGHTS - HIGH INTENSITY HELLA PB1500 LED WORK LIGHTS (PN: LHT022406)		1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H301D	ONE (1) WHELEN PIONEER SLIMLINE LED REAR CURBSIDE FLOOD LIGHT (P/N: LHT022552)	FLOOD LIGHT (RATED 5100 LUMEN EACH)	1
H302D	ONE (1) WHELEN PIONEER SLIMLINE LED REAR DRIVER'S SIDE FLOOD LIGHT (P/N: LHT022552)	FLOOD LIGHT (RATED 5100 LUMEN EACH)	1
H8E-CS	ONE (1) HIGH INTENSITY CODE 3 (CW2311) LED FRONT CURBSIDE WORK LIGHT (4950 LUMEN) (P/N: LHT022540)		1
H8E-DS	ONE (1) HIGH INTENSITY CODE 3 (CW2311) LED FRONT DRIVER'S SIDE WORK LIGHT (4950 LUMEN) (P/N: LHT022540)		1
H9B	(2) WORK LIGHTS IN TAILGATE - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H18C	REAR WHELEN ION SUPER LED FLASHERS - 6 LIGHT HEADS		1
	3 ON EACH SIDE REAR (1 @ 45 DEGREES)		1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK (CLASS-1 (SAE J595))	(WHELEN TAM85 OR EQUAL)	1
STORAGE OPTIONS			
I300B	TWO FOLD-DOWN TUBE TRAYS		1
	INCLUDES SUBFRAME (J302), WASH OUT HOLES, STAINLESS MUD FLAPS AND WHEEL CHOOCKS & HOLDERS ON EACH SIDE		INCLUDED
I7C-DS	36" TOOL BOX - STAINLESS STEEL, 36" WIDE X 24" HIGH X 24" DEEP, DRIVER'S SIDE		1
I303	ALUMINUM 24" X 24" X 48" TOOLBOX ON BURNER MOUNT	REQUIRES D34	1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	INCLUDES CONES	1
I19	25' HOSE RACK		1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1
CHASSIS OPTIONS			
STD	INSTALLATION AND INTEGRATION OF BODY ONTO CHASSIS		INCLUDED
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	BODY SAFETY PROP		STANDARD
STD	60 GALLON HYDRAULIC OIL TANK		STANDARD
STD	REAR BUMPER		STANDARD
STD	TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
J000	MID-SHIP MOUNTED (SPLIT-SHAFT) TRANSFER CASE WITH TOP DISCONNECT		REQUIRED
J001	MUST BE "OMSI" BRAND TRANSFER CASE		1
J101	UPGRADE TO 8" BODY LIFT CYLINDER UPGRADE, 175" STROKE	MODEL HV56-1200 OR 1400 GALLON X-LONG BODY ONLY	REQUIRED
J2	TRANSFER CASE OIL LEVEL SIGHT GLASS		1
J303A	ADD TWO HYDRAULIC OIL COOLERS TO CIRCUIT		1
J4A	TOW HOOKS - REAR - HEAVY DUTY - WELDED	REQUIRES J16	1
J14C	20,000 LB LIFT AXLE MOUNTED IN THE PUSHER POSITION		1

J16D	3/4" WELDED PINTLE PLATE WITH DUAL GUSSETS AND REMOVABLE REAR STEP BUMPER		1
	PAINT OPTIONS		
STD	PAINTED WITH PPG FLEET URETHANE PAINT		STANDARD
STD	PAINT FRAME BLACK		STANDARD
STD	PAINT PARTS AND BOOM BLACK		STANDARD
STD	FLEET FINISH		STANDARD
K10	PAINT BODY ANY COLOR OTHER THAN WHITE	REQUIRES PAINT CODE #	1
	MISCELLANEOUS OPTIONS		
STD	STANDARD - 8" TO 6" RINGLOCK REDUCER		STANDARD
STD	STANDARD - 6" IN-LINE SAFETY VACUUM BREAK TEE		STANDARD
STD	STANDARD - GAPVAX SAFETY DECALS		STANDARD
M3	FILL HOSE 25' X 2 1/2"		1
M29D	FOUR CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-805A), INCLUDES DVR-916 REAR, DVR-921 FRONT, AND TWO (2) DVR-920 SIDE CAMERAS. SIDE		1
E330	8" FLAT FLANGE FITTING ON END OF BOOM HOSE IN LIEU OF STD. (P/N: A051911)	8" FLAT FLANGE	1
M34A	ALUMINUM VACUUM TUBE, 8" X 5' X 0.090" WALL WITH CAST ALUMINUM FLAT FLANGE ENDS (P/N: PIP008555)	8" FLAT FLANGE	5
M36A	FLAT FLANGE HEAVY DUTY ALUMINUM HX TUBE, 8" X 6' X 0.090" WALL WITH PRESSED IN STEEL ENDS AND SOFT TIP END	8" FLAT FLANGE	1
M35A	8" FLAT FLANGE TUBE CLAMP, EACH (P/N: CLA001041)	8" FLAT FLANGE	6
STD	ONE PAPER OPERATOR'S MANUAL		STANDARD
STD	ONSITE FACTORY TRAINING (1 DAY)		STANDARD
	CUSTOM OPTIONS		
*	3M INDUSTRIAL PROTECTIVE FILM 7071UV APPLIED AFTER FINAL TOP COAT ABOVE TUBE STORAGE		1
**	OPTION I309A, VERTICAL LANCE HOLDER MOUNTED DRIVER'S SIDE VERTICAL TOOLBOX		1
***	FILTER SCREEN FOR PUMP OFF SYSTEM (SHORT BOX) (A11B)		1
****	REAR FLASHERS TO BE DUO GREEN / CLEAR		1



PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:	\$ 794,479.28
SOURCWEELL DISCOUNT:	\$ 65,563.59
DELIVERY: (\$1,000.00 MINIMUM) @ \$4.00 PER MILE	\$ 4,100.00
SUBTOTAL:	\$ 733,015.70
SALES TAX:	\$ -
FEDERAL EXCISE TAX (BODY):	\$ -
FEDERAL EXCISE TAX (CHASSIS):	\$ -
TOTAL PRICE (PER UNIT):	\$ 733,015.70

ALL PRICES ARE IN US DOLLARS

ALL ORDERS ARE SUBJECT TO CURRENT PRICES IN EFFECT AT THE TIME OF ORDER ACKNOWLEDGMENT. PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICING DISCLAIMER: WHILE WE MAKE EVERY EFFORT TO MAINTAIN AND PRESERVE PRICING ACCURACY, ALL COST INCREASES INCURRED AFTER ORDER ACKNOWLEDGMENT FOR MAJOR COMPONENTS AND GOVERNMENT MANDATED REQUIREMENTS, TARIFFS, AND RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO CUSTOMER INVOICES WITH OR WITHOUT NOTICE. ALTHOUGH THE INFORMATION ON THIS QUOTATION IS PRESENTED IN GOOD FAITH AND BELIEVED TO BE CORRECT AT THE TIME OF PRINTING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION. WE RESERVE THE RIGHT TO CHANGE, DELETE, OR OTHERWISE MODIFY THE PRICING INFORMATION WHICH IS REPRESENTED HEREIN WITHOUT ANY PRIOR NOTICE. WE CAREFULLY CHECK PRICING SPECIFICATIONS, BUT OCCASIONALLY ERRORS CAN OCCUR, THEREFORE WE RESERVE THE RIGHT TO CHANGE SUCH PRICES WITHOUT NOTICE. WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE MATERIALS. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER FROM THE RELIANCE UPON INFORMATION FROM THESE MATERIALS. PLEASE CHECK YOUR ORDER TO CONFIRM YOUR PRICING INFORMATION

TERMS: 15% DOWN PAYMENT. BALANCE DUE UPON COMPLETION. IN THE EVENT OF THE PURCHASER'S DEFAULT AND TERMINATION OF THIS SALES PROPOSAL AGREEMENT BEFORE THE START OF PRODUCTION, 25% OF THE DOWN PAYMENT SHALL BE FORFEITED AND APPLIED TO GAPVAX, INC. AS PART OF ITS DAMAGES. ONCE PRODUCTION HAS COMMENCED ON THIS SALES PROPOSAL AGREEMENT, AND THE PURCHASER CANCELS THE SALES PROPOSAL AGREEMENT OR, FAILS TO ACCEPT DELIVERY, OR FAILS TO COMPLETE THE SALES PROPOSAL AGREEMENT IN ITS ENTIRETY, THE FULL DEPOSIT SHALL BE FORFEITED TO GAPVAX, INC. BUT SUCH FORFEITURE SHALL NOT PREJUDICE ANY OTHER REMEDY WHICH GAPVAX, INC. MAY HAVE FOR BREACH OF ANY OF THE SALES PROPOSAL AGREEMENT. IN THE EVENT OF A COMPLETED UNIT NOT BEING FUNDED IN A PROMPT AND TIMELY MANNER, AN ADDITIONAL FEE WILL OCCUR TO COVER THE ADDITIONAL FLOOR PLAN EXPENSE.

FEDERAL EXCISE TAX AND DELIVERY ARE LISTED. STATE SALES TAX IS NOT INCLUDED. STATE SALES TAX AND VEHICLE REGISTRATION IS THE RESPONSIBILITY OF THE PURCHASER. EXCLUDES ALL OTHER APPLICABLE TAXES, DUTIES, TARRIFS, BROKERAGE, OR DOCUMENTATION FEES. DELIVERY, IF COORDINATED BY GAPVAX, IS \$4.00 PER MILE, \$1,000 MINIMUM.

DELIVERY TERMS:

TERMS OF DELIVERY SHALL BE F.O.B. SHIPPING POINT, JOHNSTOWN, PENNSYLVANIA, U.S.A. THIS PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS UNLESS CHANGED IN THE ITERIM UPON WRITTEN NOTICE FROM THE COMPANY. BY SIGNING THIS PROPOSAL, PURCHASER THERBY EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN. ANY PURCHASE ORDER OR ACKNOWLEDGEMENT OFFERING TERMS INCONSISTENT WITH THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO BINDING EFFECT WHATSOEVER ON GAPVAX INCORPORATED (THE "COMPANY") OR THE TERMS AND CONDITIONS HEREOF. THIS DOCUMENT AND THE OTHER DOCUMENTS SPECIFICALLY REFERED TO AS BEING A PART HEREOF CONSTITUTE THE ENTIRE CONTRACT ON THE SUBJECT MATTER, AND SHALL NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. ASSIGNMENT MAY BE MADE ONLY WITH WRITTEN CONSENT OF THE OTHER PARTY.

PLEASE RETURN A SIGNED COPY TO CFAILE@GAPVAX.COM

PURCHASER'S ACCEPTANCE: THE FOREGOING QUOTE 25242 REVISION 2 IS HEREBY ACCEPTED

By: _____

Title: _____

Date: _____

GapVax Incorporated

Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion unless specifications distinctly state otherwise. In the event that an agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g., truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment. Prices and Specifications are Subject to Change Without Notice. **PRICING DISCLAIMER:** While we make every effort to maintain and preserve pricing accuracy, prices are subject to change without notice. Although the information on this quotation is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order to confirm your pricing information.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational. GapVax does not and will not warranty any water system component(s) that show any sign or indication of ice or freeze damage.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at any time to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RECYCLING AND TRASH COLLECTION ROLL-OFF TRUCK ASSET REPLACEMENT THROUGH NATIONAL AUTO FLEET GROUP**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF A COMMERCIAL ROLL-OFF TRUCK THROUGH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE PRICE OF \$251,400 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-NAF) AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Asset 4039 (SWST_F026) is ready for replacement with a FASTER score of 15/15 points.

DISCUSSION:

4039 is a FY25 budgeted replacement. This truck will continue to be used for collecting recycling containers from our drop-off sites and large multifamily customers.

Fleet Operations recommends the on-time replacement of this asset with another truck built exactly the same as the last truck purchase, which was approved at the February 4th City Council meeting.

BUDGET/STAFF IMPACT:

A budget adjustment is being presented for your approval from the fleet fund.

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 #: 2025-1488

A RESOLUTION TO APPROVE THE PURCHASE OF A COMMERCIAL ROLL-OFF TRUCK FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF \$251,400.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a commercial roll-off truck from National Auto Fleet Group in the amount of \$251,400.00, 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.)



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

Resolution: 198-25

File Number: 2025-1488

A RESOLUTION TO APPROVE THE PURCHASE OF A COMMERCIAL ROLL-OFF TRUCK FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF \$251,400.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1488

Item ID

9/2/2025

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

Ross Jackson

8/11/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A COMMERCIAL ROLL-OFF TRUCK THROUGH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE PRICE OF \$251,400 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-NAF) AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

97001.5500.750

Fleet Replacement Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,829,430.00

Expenses (Actual+Encum)

\$ 48,156.05

Available Budget

\$ 2,781,273.95

Does item have a direct cost? Yes

Item Cost

\$ 251,400.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 60,000.00

Remaining Budget

\$ 2,589,873.95

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	

A RESOLUTION TO APPROVE THE PURCHASE OF A COMMERCIAL ROLL-OFF TRUCK THROUGH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE PRICE OF \$251,400 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-NAF). SWST_F026 replacement

[illegible]



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/15/2025

Quote ID#3109HD (R2)

Mr. Ross Jackson

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

Dear Ross Jackson,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**Stock 2025 Mack Granite 64R, MP8-445C Mack Engine, Mack TMD13AFO-HD mDrive Transmission with 60,000# Galfab Hoist and Premium Tec Tool**) and provided by Mr. Corey Miller with Bruckner's Truck & Equipment, each for:

	List Price	Contract Price	Adj. Discount	Total Savings
Chassis and Option	\$ 223,421.00	\$ 172,675.00	22.71%	\$ 50,746.00
W.A. Jones Quote		\$ 78,725.00		
Tax (0.00%)		\$ 0.00		
Total		\$ 251,400.00		

Price Above Includes the Following:

1. 5 yr 250,000 mile chassis plan
2. 5 yr 250,000 mile engine plan 2
3. 5 yr 250,000 mile EAT's
4. 5 yr 250,000 mile trans and clutch
5. 5 yr 250,000 mile rear axle

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



Quote

Arkansas Municipal Equipment

14263 Highway 270 west
Poyen, Arkansas 72128
501 425 1567 ** daniel ellison@yahoo.com **

To: Bruckner mack

QUOTE:# RINTGALFHOIST

Date: 12/9/2024

AR Dealer # M 8116

Qty	Description	Each	Total
1.00	60,000 lb Galfab Hoist	\$ 78,725.00	\$ 78,725.00
1.00	Pioneer rack inpinion tarper	\$ -	\$ -
	Wireless Safety Remote	\$ -	\$ -
	PTO-muncie allison 4000 series	\$ -	\$ -
	Hyd pump- 39 GMP 1-15 Permco	\$ -	\$ -
	Hyd Valve - 5 spool - 2A 3M Upright	\$ -	\$ -
	valve mont -SF-2-3-4-5-6-7 spool platform	\$ -	\$ -
	Hose Kit 2SP-TA-FM--Tarpmount	\$ -	\$ -
	Hyd tank- 48gal - side mount	\$ -	\$ -
	Hoist control -2 spool air-single prox	\$ -	\$ -
	Light Bunper- split standard duty	\$ -	\$ -
	DOT bumper light kit- No pintle hook selected	\$ -	\$ -
	ICC Bumper- Auto foldup- fender kit	\$ -	\$ -
	Tandum axle- poly- contour- 13	\$ -	\$ -
	Rear container hold down- ratchet strap	\$ -	\$ -
	Toll Box- 48- steel front laod	\$ -	\$ -
	Tarping system- Pioneer- RP4500- OMIT V&D	\$ -	\$ -
	Hoist Finish- mounted Black	\$ -	\$ -
	Cable hoist install- mount	\$ -	\$ -
	Delivery	\$ -	\$ -
	Maunals & Training	\$ -	\$ -
	Subtotal	\$	78,725.00
	Sales tax		
	Freight		
	Total	\$	78,725.00

Daniel Ellison
Phone: 501 425 1567
Email: daniel ellison@yahoo.com
www.ametrucks.com



GALFAB HERMINATOR CONTROLS

Do more in less time with greater safety

Available on all Galfab models

Just move a finger

All main movements of the hoist can be controlled with the joystick

Long lifespan

Weather resistant, high grade plastics for a long lifetime protected by 2 year warranty

Code indication

Code warnings for maintenance reminders and troubleshooting

Programmable buttons

10 programmable buttons to meet your specific requirements. Can operate hoist, tarp, and additional equipment



Safety at night

Backlit display to easily identify the button you need at night

One handed operation

Controller is comfortable and optimized for one handed operations. Even with gloves on.

Remote Control for more functionality

Improved safety

Allows operator to stand safe distance from truck but still see what is happening

Better efficiency

Operate the truck functions from anywhere around the





ELECTRONIC WIRELESS CONTROLS

Key features



Battle tested control valve

In service for over 6 years all around the world in military applications



One wire installation

Quick installation

Simple troubleshooting



Customizable

Additional sections can be for tarp or other hydraulic equipment

All sections can be controlled from remote

Remote can also control container locking, work lights, sirens, etc.



Scan QR Code to contact your local sales representative



GALFAB

612 W 11th St, Winamac, IN 46996
(574) 516-6085





OR SERIES OUTSIDE RAIL HOIST

The Outside Rail roll-off hoist is the most commonly used hoist in the industry today. GALFAB offers this hoist with an 8" mainframe and 2" subframe or the very popular 10" sub frameless hoist.

Available in 60k and 75k pound models to fit any application.



Visit our website: GALFAB.com | Follow us on social media



| Call Today: 574-946-7767

THE GALFAB **ADVANTAGE**



Outboard Supported Side Rollers

Greasable Roller shaft is removable with two bolts for ease of replacement and maintenance.



Container Long Sill Support Rails

Rails aid in loading misaligned containers and give added support to the long sills increasing the life of your container.



Autofold DOT Bumpers

Bumper folds forward reducing the chance of bending and hang-ups in the landfill.



Rear Ground Roller Cover

Standard on all Outside Rail Hoists making it easier to load and unload containers.



Visit our website: GALFAB.com | Follow us on social media



| Call Today: 574-946-7767

STANDARD FEATURES

- 8" x 4 x 1/2" Main Frame Tube
- 3" x 2" x 1/4" Subframe
- 2 1/2" Diameter Rear Hinge
- All Working Points Greaseable
- Pintle Ready Apron
- Auto Fold Forward DOT Bumper
- 1" Spring Loaded Container Locks
- 2 1/2" Diameter Lift Cylinder Shafts
- Interchangeable 10" Vertical and Horizontal Sheaves
- 3/8 inch x 3-inch Winch Cylinder Rod Covers
- 6 Inboard and Outboard Supported Outside Rollers
- Container Long Sill Supports on Rear of Hoist Mainframe
- 48 Gallon Oil Reservoir with Sight and Temperature Gauge
- 25 Micron Filtration
- Inside and Outside Controls
- LED Lighting System
- Choice of Forward or Reverse Mount Single-Stage or Telescopic Lift Cylinders
- 7/8" Cable with Heavy Duty Swivel Eye Hook
- GALFAB Auto-fold DOT Bumper
- 48-Degree Dump Angle on all Models
- 2 Minute Loading Cycle Time* Keeping your Drivers on the Road
- Hoist Up Alarm
- Backup Alarm

OPTIONAL FEATURES

- Behind Cab and Oversize Oil Tanks
- Tool Boxes
- Auxiliary Stops
- Poly or Steel Fenders
- Aluminum Fenders
- Tarping Systems
- "The Hooker" Hold On System
- Ratchet Tie Down Straps
- Pintle Hook
- Front Mount Pump
- PTO
- Drop Shaft
- On Board Scale Systems
- Work Lights
- Rear View Camera Systems
- Integrated hydraulics can be used, if hydraulic tarping is used



**"The Hooker"
Container
Securement System**



**Auxiliary fold down
stops**



Hydraulic Reservoirs



Tool Boxes



**Poly, Steel &
Aluminum Fenders**

Shop all replacement parts at:

GALFAB.com



Visit our website: GALFAB.com | Follow us on social media



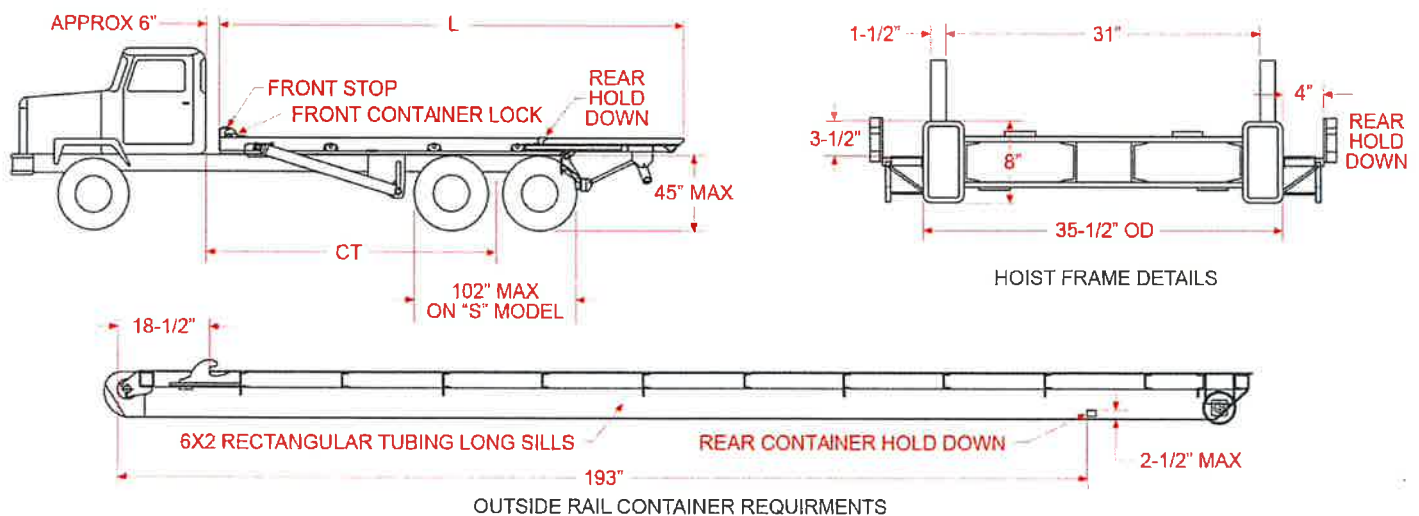
| Call Today: 574-946-7767

OR SERIES MODELS

Model	Capacity	CA	CA with tarp	Length	Dump Angle	Up (sec)*	Down (sec)*	On (sec)*	Off (sec)*	Lift Cylinder	Winch Cylinder	Container Length ft	Apx Weight lbs
OR60174S072	60,000	174"	186"	23'3"	48°	27	15	41	28	6" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR60174S072R	60,000	174"	186"	23'3"	48°	27	15	41	28	6" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR60174T121	60,000	174"	186"	23'3"	48°	35	29	41	28	6"-5"-4" x 121" DAT	7" x 4" x 79.5" DA	18'-22'	7225
OR75174S072F7	75,000	174"	186"	23'3"	48°	37	23	41	28	7" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR75174S072R7	75,000	174"	186"	23'3"	48°	37	23	41	28	7" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR75174T121	75,000	174"	186"	23'3"	48°	35	29	41	28	6"-5"-4" x 121" DAT	7" x 4" x 79.5" DA	18'-22'	7350
OR60194S072	60,000	194"	206"	24'11"	48°	27	15	46	31	6" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR60194S072R	60,000	194"	206"	24'11"	48°	27	15	46	31	6" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR60194T121	60,000	194"	206"	24'11"	48°	35	29	46	31	6"-5"-4" x 121" DAT	7" x 4" x 89.5" DA	20'-24'	8075
OR75194S072F7	75,000	194"	206"	24'11"	48°	37	23	46	31	7" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR75194S072R7	75,000	194"	206"	24'11"	48°	37	23	46	31	7" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR75194T121	75,000	194"	206"	24'11"	48°	35	29	46	31	6"-5"-4" x 121" DAT	7" x 4" x 89.5" DA	20'-24'	8075

* Cycle Times are Factory developed and controlled by PTO output, oil viscosity, human and mechanical efficiency, and may vary accordingly.

CAUTION: This Equipment Should be Operated by Properly Trained Personnel. Improper Use, Misuse, or Lack of Maintenance Could Cause Injury to Persons or Property. Photos used in this brochure are illustrative only. We reserve the right to make changes at any time without notice. Information contained within this literature is believed to be the most accurate available at the time of printing.



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MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
MODEL DEFINING		
PB1-0H1	2008-10-07	0.00
LAX-05X	ELECTRICAL SYSTEM 12 VOLT	0.00
APPLICATION PACKAGES		
MPK-05K	ONEBOX EATS, LH BATTERY BOX, 11.8 GALLON (45L) DEF, SINGLE 2	0.00
MGC-01C	STANDARD GROUND CLEARANCE (most applications)	0.00
CUSTOMER/VEHICLE INFO		
002-F52	GRANITE 64FR MACKSPEC	0.00
99X-93X	FACTORY MACUNGIE	0.00
A19-00K	2025 MODEL YEAR	0.00
MP2-001	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY	0.00
013-001	COMMERCIAL	0.00
M98-018	USA - WARRANTY REGISTRATION LOCATION	0.00
MBT-01T	EPA (only) for Mack MP7 / MP8 Diesel	0.00
M84-004	ARKANSAS	0.00
505-0B5	USA REGISTRATION	0.00
5FF-A1X	BULLDOG BRAND ORNAMENT, GOLD	0.00
534-014	ENGLISH	0.00
DHX-10X	WELL MAINTAINED SURFACED ROADS GT95% DRIVING DISTANCE	0.00
005-1J5	ROLL-OFF TRUCK	0.00
2KE-Z1X	WITHOUT TRAILER TYPE	0.00
GPX-Z1X	WITHOUT REGULATORY GUIDELINES	0.00
DKX-99X	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0.00
70B-B1X	BRAKE REGULATION, STOPPING DISTANCE 94M (310 FT)	0.00
QCX-B1X	GRADES LT6% DUR GT98% OF DRIV DIST. MAX GRADE 16%	0.00
E1B-D1X	AMB TEMP HOT, UP TO +40C, WARMER ALLOWED 25 H/YEAR	0.00
032-A89	ON-OFF HIGHWAY, STARTING GRADES LT18%	0.00
033-A10	CONCRETE LOADING AND / OR UNLOADING SURFACE	0.00
034-2A4	REFUSE / LANDFILL OPERATION	0.00
ENGINE/TRANSMISSIONS		
100-450	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 18	3,832.00
3GC-B1X	GREEN HOUSE GAS VOCATIONAL APPLICATION	0.00
136-156	MACK TMD13AFO-HD mDRIVE HD 13 SP. CREEPER/ MULTI-SPEED REVER	0.00
V4E-Z9X	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0.00
EXHAUST/EMISSIONS		
Z8F-T1X	NOX LIMITS, 200MG/HPHR	0.00
Y7B-C1X	IDLE EMISSION LABEL LOCATION, LOWER DRIVER DOOR CORNER	0.00
DPF-04F	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0.00
MCF-02F	PAINTED DEF COVER AND STAINLESS STEEL DPF COVER	275.00
DF1-0M1	11.8 GALLON (45 L) 22" LEFT SIDE FRAME MOUNTED	0.00
6MD-A1X	AD-BLUE TANK VENTILATION FILTER	97.00
130-AB6	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXHAUST	0.00
KRX-B5X	EXHAUST STACK 3.55 METRE. HEIGHT OVER GROUND (11'6")	0.00
Q0A-A1X	STANDARD EXHAUST SYSTEM MATERIAL FINISHING	0.00
78A-DBX	EMISSION OBD, DISPLAY ONLY. USA2024	0.00

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ENGINE EQUIPMENT		
125-045	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SI	0.00
121-AA5	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WIN	0.00
113-0G3	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COM	0.00
132-AB9	DELCO 12V 160A (28SI) BRUSH-TYPE	0.00
316-AA5	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	0.00
393-AA2	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	0.00
L5X-A1X	BASIC BATTERY BOX COVER	0.00
LLX-Z1X	WITHOUT EMERGENCY START CONTACTS	0.00
318-AA1	W/O BATTERY DISCONNECT SWITCH	0.00
NCX-D1X	12 V STANDARD STARTER, (MELCO) MITSUBISHI	74.00
110-AA6	MACK MP8 POWERLEASH	0.00
JMX-B1X	BRAKE LIGHTING, BASIC	0.00
J2E-AAX	ENGINE BRAKE ACTIVATION, BASIC	0.00
118-AB8	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0.00
119-AI9	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PIN	0.00
124-AA3	MACK EPDM RADIATOR AND HEATER HOSES	0.00
293-043	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTE	0.00
MCA-04A	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0.00
QHX-C1X	OIL PAN STEEL	0.00
HZX-Z1X	WITHOUT ENGINE OIL DRAIN KIT	0.00
36A-Z1X	WITHOUT TETHER DEVICE PKG FOR CAPS AND COVERS	0.00
2YB-Z1X	WITHOUT ENGINE STOP, EMERGENCY	0.00
CLUTCH/TRANS EQUIPMENT		
492-00B	MACK mDRIVE-PREMIUM SHIFTER	0.00
133-AC7	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0.00
MCB-05B	WITHOUT CLUTCH CABLE SYSTEM	0.00
RBX-Z1X	WITHOUT LUBELINE BETWEEN RELEASE BEARING AND BELL HOUSING	0.00
6VA-Z1X	WITHOUT ENGINE START CONDITION	0.00
MRP-005	MINIMUM REQUIRED DRIVELINE FOR KAX. PROPS2XL	0.00
195-055	MERITOR RPL35-SD, WITH CROSS SERRATED YOKE (PROPS2XL)	136.00
204-014	MERITOR RPL25	0.00
83A-Z1X	WITHOUT PROP SHAFT BEARING GUARD	0.00
76A-XAX	PROP SHAFT MAIN, UNIVERSAL JOINT CROSS SERRATED TYPE	0.00
8WA-AAX	PROP SHAFT INTERAXLE, UNIV JOINT HALF-ROUND TYPE	0.00
4LD-A1X	TRANSMISSION OUTPUT TORQUE BASIC	0.00
7RX-D1X	SYNTHETIC OIL IN TRANSMISSION, 75W-90	0.00
139-049	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO W	0.00
M6C-A3X	WITHOUT TRANSMISSION OIL MONITORING	0.00
31A-A2X	HILL START ASSIST, ALL WHEELS AND TRAILER	0.00
FRONT AXLE EQUIPMENT		
240-AA2	18000# (8200 KG) MACK FXL18 STRAIGHT SPINDLE/UNITIZED BEARIN	0.00
RHX-Z1X	WITHOUT FRONT AXLE SPREAD	0.00
7QB-Z1X	WITHOUT VEHICLE PREPARATION, ADDITIONAL AXLES	0.00
244-AB1	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BI	0.00
241-081	MERITOR "S" CAM TYPE 16.5" x 6" Q+	0.00

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U3X-A1X	BRAKE, FRONT, DRUM CAST IRON	0.00
UDX-Z1X	FRONT BRAKES WITHOUT DUST SHIELDS	0.00
U0A-A1X	FRONT BRAKE ADJUSTMENT, AUTOMATIC HALDEX	0.00
V7A-B1X	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0.00
0KX-A1X	BASIC MATERIAL HUB (STEEL/CAST IRON) ,FRONT	0.00
615-00A	FRONT AXLE LUBE, FAG NLGI2 GREASE	0.00
1KA-A1X	SHOCK ABSORBER, FRONT	0.00
245-AA9	SHEPPARD SD110	0.00
REAR AXLE EQUIPMENT		
268-0D8	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	2,661.00
R4X-Z1X	WITHOUT LUBE PUMP ,REAR AXLE	0.00
617-003	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0.00
018-00R	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0.00
254-00K	OMIT DIFFERENTIAL LOCKS	0.00
3LA-C1X	POWER DIVIDER LOCKOUT, W/BUZZER AND LIGHT	0.00
TAX-AWX	RATIO 4.19, REAR AXLE	0.00
186-0K6	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, HEAVY DUTY	577.00
GWX-A1X	BOGIE SPREAD, 1397MM (55.0")	197.00
ZAX-99X	WITHOUT SUSP. LEVELLING DEVICE	0.00
J6D-Z1X	WITHOUT AIR SUSPENSION DUMP WARNING	0.00
2AA-ABX	REAR SPRING INSULATOR, URETHANE	221.00
YVX-Z1X	WITHOUT SHOCK ABSORBER ,REAR	0.00
XYX-B1X	REAR SUSP TRANSVERSE TORQUE RODS, REAR DRIVE AXLE	0.00
237-037	AUX SPRING BRAKE QTY, 4 CHAMBERS	0.00
253-AA4	MERITOR "S" CAM 16.5"x7" Q+	0.00
U4X-A1X	BRAKE, DRIVE REAR, DRUM CAST IRON	0.00
U1A-A1X	REAR BRAKE ADJUSTMENT, AUTOMATIC HALDEX	0.00
UEX-Z1X	REAR DRIVE BRAKES WITHOUT DUSTSHIELDS	0.00
V1A-B1X	REAR BRAKE CHAMBER 30 / 30 SQ INCHES (SERVICE/EMERGENCY)	0.00
N5F-AJX	DRUM BRAKE ORI REAR-MOST DRIVE, HIGH MT. AXLE TOP, CHMBR DN	0.00
300-AK0	HALDEX "LIFE SEAL PLUS" BRAKE CHAMBERS	58.00
0LX-I5X	IRON PRESET HUB, DRIVE, W/ INTEGRATED SPINDLE NUT	0.00
698-078	BENDIX WITH TRACTION CONTROL 4S4M	0.00
URX-D1X	BRAKE VALVE VERSION, USA-BENDIX, WHERE POSSIBLE	0.00
H9C-A1X	TRACTION CONTROL FULL DISABLE MOMENTARY	0.00
FRAME EQUIPMENT/FUEL TANKS		
271-284	284"	759.00
374-067	67"	0.00
MCE-0EE	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81")W/ Full Liner:	2,634.00
7TX-Z1X	WITHOUT RUST PROTECTION	0.00
5CA-AAX	155MM. FRONT FRAME EXTENSION, BOLTED ON (6 INCHES)	0.00
A0X-H1X	FRONT FRAME LENGTH 725MM	0.00
281-AA6	BOC AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM	179.00
AXX-Z1X	WITHOUT AUXILIARY CROSSMEMBER IN REAR OVERHANG	0.00
Q5A-A1X	REAR CROSSMEMBER, STRAIGHT FRAME END (BASIC)	0.00
X6X-A1X	STRAIGHT CUT TREATMENT, REAR FRAME	0.00

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69X-Z1X	WITHOUT MUDFLAP HANGERS, REAR AXLE	0.00
67X-Z1X	WITHOUT REAR AXLE MUDFLAP	0.00
4DX-M9X	BUMPER, STEEL PAINTED EXTENDED	0.00
5FX-Z1X	WITHOUT CAB GUARD	0.00
5EX-Z1X	WITHOUT GUARD	0.00
4ZA-AAx	CROSSMEMBER, BOGIE, BASIC TYPE	0.00
4EX-G1X	TWO HOOKS TOWING DEVICE, FRONT	0.00
6PX-Z1X	WITHOUT TOWING DEVICES ,REAR	0.00
7HX-99X	WITHOUT TOOLBOX CHASSIS	0.00
2RA-A1X	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0.00
288-AE0	116 GALLON (440 L) 22" ALUMINUM D-SHAPE	-42.00
290-AA1	W/O RH FUEL TANK	0.00
R0A-Z1X	WITHOUT FUEL TANK POLISH OPTION	0.00
JHX-B1X	FUEL HOSES, WIRE BRAIDED	0.00
852-0C2	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0.00
12A-A1X	FUEL LINE OPTION, SINGLE	0.00
Q2A-A1X	CAB STEP,BASIC	0.00
223-AA3	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0.00
17X-Z1X	WITHOUT HYDRAULIC TANK POSITION	0.00
464-AA1	W/O QUARTER FENDERS	0.00
AIR/BRAKE		
UWX-C1X	PETCOCK DRAIN VALVE, ON BRAKE SYS TANKS	0.00
U2X-B1X	STEEL AIRTANK	0.00
141-AA1	W/O RELOCATED AIR TANKS	0.00
VSX-Z1X	WITHOUT AUX. AIRTANK	0.00
3MB-Z1X	WITHOUT PARK BRAKE ALARM	0.00
1JA-AAx	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0.00
ELECTRICAL		
4GA-Z1X	WITHOUT PARKING BRAKE LIGHTING	0.00
5RX-Z1X	WITHOUT BACK-UP ALARM	0.00
EAX-Z1X	WITHOUT AUX. SWITCH WIRING	0.00
NGX-Z1X	WITHOUT FOG LAMP	0.00
312-0A2	(5) TRUCKLITE CHROME BULLET ROOF MARKER AND STANDARD MARKER /	0.00
N7X-Z1X	WITHOUT WARNING LAMP	0.00
NJX-Z1X	WITHOUT AUXILIARY LAMPS	0.00
LJX-CAX	HEADLAMP BULB TYPE, LED, HEATED	0.00
LSX-J7X	DRL WHEN ENG RUNNING, PARK BRAKE OFF, INCL OVERRIDE SWTCH	0.00
X2A-A1X	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0.00
NEX-C1X	TAIL LAMP, MULTIPURPOSE	0.00
05A-Z1X	WITHOUT WORK LIGHT, CHASSIS MOUNTED	0.00
TRAILER CONNECTIONS		
WGX-B1X	WITHOUT TRAILER BRAKE VALVE	0.00
WHX-Z1X	WITHOUT TRAILER CONNECTION POSITION	0.00
321-011	WITHOUT TRAILER ELECTRICAL RECEPTACLE	0.00
322-012	W/O TRAILER HOOK-UP LIGHT	0.00

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189-AK9	mDRIVE Without PTO, Removable Block Off Plate	0.00
-A1X	TRANSMISSION PTO FUNCTIONS BASIC	0.00
826-016	WITHOUT HYDRAULIC PUMP	0.00
TYX-G3X	PTO CONTROL, SINGLE, EL AND AIR PREP KIT. TRANSM MTD SOL VALVE	0.00
183-AA1	W/O FRONT ENGINE PTO DRIVE	0.00
416-AA1	WITHOUT REAR ENGINE POWER TAKE OFF	0.00
B83-083	BODY LINK III W/CAB PASS-THRU	0.00
SPECIALTY EQUIPMENT		
015-025	NO FRAME MODIFICATIONS PROVIDED	0.00
548-AA1	W/O COLLISION WARNING SYSTEM	0.00
G6C-Z1X	WITHOUT ADJUSTABLE TIME GAP CONFIGURATION	0.00
MCQ-01Q	WITHOUT LANE SUPPORT SYSTEM	0.00
MCT-01T	WITHOUT ACC / LSS SYSTEMS	0.00
MCU-01U	WITHOUT ACC, LSS, OR BLIND SPOT DETECTION SYSTEMS	0.00
2PE-Z1X	WITHOUT DATA CAPTURE	0.00
1PA-Z1X	WITHOUT CAMERA	0.00
D5X-Z1X	WITHOUT DECALS	0.00
CAB INTERIOR (A THRU G)		
198-048	U.S. UNITS (PREDOMINANT)	0.00
CCX-Z1X	WITHOUT SECONDARY GAUGE PACKAGE (SWITCHES ONLY)	0.00
E1A-AAx	REAR AXLE OIL TEMP GAUGE	0.00
PFX-Z1X	WITHOUT GAUGE, AMBIENT TEMPERATURE	0.00
I6A-Z1X	WITHOUT AUXILIARY PNEUMATIC OUTLET, IN CAB	0.00
173-AA5	BLEND AIR HVAC W/"ATC" TEMP REGULATION	0.00
EEX-A1X	CUPHOLDER	0.00
3CA-Z1X	WITHOUT AUXILIARY FAN	0.00
I0X-AHX	DOME LAMP, INTERIOR, 2 EACH SIDE, SWITCHES INCLUDED	0.00
3XA-A1X	DASH INDICATOR LAMP, BODY OUT OF POSITION	0.00
786-046	W/O FIRE EXTINGUISHER	0.00
184-AA2	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0.00
CAB INTERIOR (H THRU R)		
C52-082	DEFAULT: ENGLISH, SPANISH, FRENCH	0.00
20X-A1X	ALL CHASSIS KEYED AT RANDOM	0.00
13A-A1X	DOOR OPENING OPTION, MANUAL	0.00
E3X-D1X	FRWRD OVRHD STG, 2 STG COMPMNT W/NET, 1 RADIO SHLF CNTR	0.00
0GA-Z1X	WITHOUT PERSONALIZED NAME PLATE	0.00
174-0D4	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0.00
MAS-01S	WITHOUT INFOTAINMENT	0.00
73A-C1X	ANTENNA, RADIO, CAB MTD, BEHIND DOOR, LH, SHORT RUBBER	0.00
5BX-Z1X	WITHOUT ANTENNA, CB RADIO	0.00
0LA-A1X	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED	0.00
1WA-B1X	POWER LEAD, 5WAY TYPE, HEADLINER MTD	0.00
5CX-B2X	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0.00
3JA-Z1X	WITHOUT COMMUNICATION RADIO	0.00
5JX-AIX	CB MOUNTING, OVERHEAD COMP, MOUNT PLATE, REMOVABLE	0.00
IFX-B1X	REAR WALL STORAGE COMPARTMENT, FIXED	0.00

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784-014	W/O REFLECTOR KIT OPTION	0.00
CAB INTERIOR (S THRU Z)		
004-014	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0.00
196-AAA	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	0.00
MAP-05P	DRIVER'S SEAT - BLENDED BLACK AND GREY VINYL	0.00
197-AA1	MACK-FIXED, HIGH BACK	0.00
MAQ-06Q	PASSENGER'S SEAT - BLENDED BLACK AND GREY VINYL	0.00
0HA-Z1X	WITHOUT SEAT SUPPORT, DUST COVER	0.00
3PX-Z1X	WITHOUT ARMREST	0.00
592-092	LAP AND SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUST	0.00
D8X-C1X	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0.00
2QA-A1X	IGNITION TYPE, KEY	0.00
161-011	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0.00
WSX-BAX	SPLITTED WINDSCREEN	0.00
145-AA1	TINTED WINDSHIELD AND SIDE WINDOWS AND REAR WINDOW (IF EQUIPPED)	0.00
JQX-AAX	WASHER RESERVOIR BASIC POSITION	0.00
148-AA3	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0.00
CAB EXTERIOR		
08A-Z1X	WITHOUT PERMIT PLATE (FOR LEGAL PERM ADHESIVES)	0.00
Y-02Y	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0.00
CG-0AG	GRANITE BRIGHT AIR INTAKE	0.00
400-010	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0.00
MCD-03D	AUXILIARY WINDOW IN RH DOOR	0.00
587-0G7	PREMIUM BLACK EXTERIOR CAB GRAB HANDLE, BLACK GRAB HANDLE RH	0.00
26X-Z1X	WITHOUT HOOD HATCH	0.00
154-AA2	(1) MACK RECTANGULAR SINGLE TRUMPET	0.00
LXX-D1X	2 SINGLE ELECTRIC HORN, DIFFERENT TONES	0.00
152-0B2	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS	0.00
153-AA2	BRIGHT FINISH, LH AND RH, 8" DIAMETER CONVEX	0.00
15H-01H	WITHOUT CONVEX TYPE	0.00
157-017	WITHOUT EXTERIOR SUN VISOR	0.00
AERODYNAMIC DEVICES		
MCM-998	WITHOUT FRONT AERODYNAMIC FAIRINGS	0.00
WHEELS AND TIRES		
900-4Y0	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	746.00
531-221	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFS	386.00
901-4Z1	315/80R22.5 L BRIDGESTONE M870 (36360 lbs) (ALL POSITION)	2,984.00
346-266	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFF	1,544.00
15X-ABX	TIRE INFLATION VALVE, STANDARD	0.00
6VX-Z1X	WITHOUT SPARE WHEEL	0.00
MCH-03H	WITHOUT FRONT HUB/WHEEL TRIM	0.00
MCI-03I	WITHOUT REAR HUB/WHEEL TRIM	0.00
FIX-Z1X	WITHOUT HUB/WHEEL ISOLATOR FRONT	0.00
FMX-Z1X	WITHOUT HUB/WHEEL ISOLATOR DRIVE	0.00
282-012	W/O HYDRAULIC JACK	0.00
7FX-Z1X	WITHOUT WHEEL (LUG) WRENCH	0.00

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COMMUNICATION SYSTEMS		
3YA-A1X	DISPLAY FEATURES, LIMITED, NO DRIVER ACCESS LEVEL 1	0.00
3RA-Z1X	WITHOUT FLEET TRIP MANAGEMENT DRIVER CONTROL	0.00
621-998	W/O NAVIGATION/COMM DEVICE	0.00
M30-060	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC S	0.00
9XD-Z1X	WITHOUT SOFTWARE DOWNLOAD PASSWORD	0.00
ENGINE ELECTRONICS		
MAT-00T	WITHOUT ENGINE SOFTWARE SETTINGS	0.00
WOX-A1X	OIL PRESSURE, ENGINE SHUTDOWN	0.00
WIX-Z1X	WITHOUT COOLANT LEVEL ENGINE SHUTDOWN	0.00
WMX-A1X	COOLANT TEMP, ENGINE SHUTDOWN	0.00
K5X-A2X	ENGINE PROTECTION (SHUTDOWN)	0.00
D1A-Z1X	WITHOUT ENG FAN CONTROL, MOVING VEHICLE, TIME SETTING	0.00
C7A-ABX	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0.00
K7X-Y1X	IDLE CONTROL, 600 RPM	0.00
I1A-Z1X	WITHOUT LOW IDLE RPM ADJUSTMENT	0.00
M6A-Z1X	WITHOUT ENGINE IDLE ADJUST	0.00
X0A-B0X	INCREASE 10 MINUTE MAXIMUM TIME	0.00
M3C-A1X	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0.00
B2A-Z1X	ENGINE IDLE COOLDOWN, DISABLE	0.00
A3A-Z1X	ENGINE IDLE SHUTDOWN, DISABLE	0.00
E0X-Z1X	WITHOUT IDLE SHUTDOWN TIME	0.00
B1A-CAX	30 SEC IDLE S/D WARNING TIME	0.00
A8A-ALX	38C DEG (100F), WARM UP TEMP DELAY	0.00
A4A-AEX	5 MIN. WARM UP TIME DELAY	0.00
A7A-Z1X	WITHOUT ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE	0.00
A6A-ABX	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0.00
B0A-AAX	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE GT THAN LIMIT	0.00
M4C-B1X	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0.00
A9A-Z1X	WITHOUT IDLE SHUTDOWN CONTROL	0.00
D2A-AFX	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0.00
D3A-AEX	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0.00
B3A-BAX	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)	0.00
B6A-BAX	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0.00
B4A-DAX	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0.00
B9A-ABX	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0.00
B7A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL	0.00
B8A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED SETTING	0.00
C0A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED	0.00
L9C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE HOLD	0.00
M1C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP"	0.00
M2C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN"	0.00
TRANSMISSION ELECTRONICS		
M05-0U5	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF. AND PERF+ DRIVE MO	0.00
6SA-A1X	TRANS. KICK-DOWN MODE, ENABLED	0.00
U7A-Z1X	WITHOUT TRANSMISSION PROTECTION	0.00

MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
779-001	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)	0.00
B1E-A1X	TRANSMISSION AUTO NEUTRAL ON P-BRAKE	0.00
MAV-01V	W/O ALLISON FUELSense 2.0 PROGRAMMING	0.00
VEHICLE ELECTRONICS		
JCX-E6X	105 KM/H ROAD SPEED LIMITER (65MPH)	0.00
Y3C-C1X	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0.00
X-A1X	CRUISE CONTROL	0.00
JFX-LLX	MAX CRUISE, 105 KPH (65 MPH)	0.00
E3A-ACX	MIN CRUISE, 32 KPH (20 MPH)	0.00
E4A-AAx	CRUISE RESUME WITH CLUTCH	0.00
A-ACX	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0.00
U4A-Z1X	WITHOUT LOWER GEAR VEHICLE LIMITING FEATURE	0.00
U5A-Z1X	WITHOUT LOW GEAR VEHICLE LIMITING SPEED	0.00
X2B-Z1X	WITHOUT WITH RSL CONTROL TYPE	0.00
L2C-B1X	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0.00
Q6F-Z1X	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0.00
B-A1X	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0.00
A4B-AAx	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0.00
8RX-AEX	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0.00
Y1C-Z1X	ACCELERATION LIMITING FEATURE, DISABLED	0.00
Z2C-Z1X	WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE	0.00
Z3C-Z1X	WITHOUT LAST RATIO FOR FULL HIGH IDLE	0.00
X3C-B1X	DRIVER ID FUNCTION, DISABLED	0.00
X5C-Z1X	WITHOUT RESET DRIVER ID TIMER	0.00
X4C-Z1X	WITHOUT DRIVER ID ALERT TIMER	0.00
0PA-Z1X	WITHOUT DRIVER PERFORMANCE PARAMETERS	0.00
4KA-Z1X	WITHOUT FUEL ECONOMY CALCULATION DISTANCE INTERVAL	0.00
E8A-Z1X	WITHOUT FUEL ECONOMY REWARD, SPEED LIMIT INCREASE	0.00
G5A-AHX	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0.00
G2A-AGX	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0.00
G4A-AUX	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0.00
G3A-APX	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0.00
G1A-ABX	ENGINE IDLE DELAY TO START LOG, 2 MIN	0.00
W7A-Z1X	WITHOUT PERIODIC TRIP LOG, HOUR	0.00
W8A-Z1X	WITHOUT PERIODIC TRIP LOG, DAY OF WEEK	0.00
W9A-01X	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0.00
P6X-99X	WITHOUT SERVICE ALERT SYSTEM	0.00
PTO ELECTRONICS		
C8A-Z1X	WITHOUT FAN ENGAGEMENT DUE TO PTO	0.00
Y9C-R1X	TRANSMISSION PTO1 SPLIT GEAR RANGE.(KEYPAD)REMOTE CONTROLLED	0.00
Z1C-R1X	TRANSMISSION PTO2 SPLIT GEAR RANGE.(KEYPAD)REMOTE CONTROLLED	0.00
F2A-Z1X	WITHOUT PTO 1ST, SINGLE SPEED CONTROL	0.00
F3A-AEX	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0.00
F5A-ABX	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0.00
F6A-ABX	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0.00
F7A-APX	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0.00

MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
F8A-AGX	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0.00
X3A-Z1X	WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED	0.00
F9A-ABX	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0.00
G0A-Z1X	PTO 1ST, AUTO SET SINGLE SPEED, DISABLE	0.00
L6C-Z1X	WITHOUT PTO1 HOLD	0.00
L7C-Z1X	WITHOUT PTO1 ACCEL "BUMP-UP"	0.00
L8C-Z1X	WITHOUT PTO1 DECEL "BUMP-DOWN"	0.00
H2A-Z1X	WITHOUT 2ND PTO, SINGLE SPEED CONTROL	0.00
H6A-AEX	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0.00
H0A-ABX	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0.00
G9A-ABX	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0.00
H7A-ANX	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0.00
H5A-AGX	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0.00
X4A-Z1X	WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED	0.00
G8A-ABX	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0.00
H4A-Z1X	PTO 2ND, AUTO SET SINGLE SPEED, DISABLE	0.00
L3C-Z1X	WITHOUT PTO2 HOLD	0.00
L4C-Z1X	WITHOUT PTO2 ACCEL "BUMP-UP"	0.00
L5C-Z1X	WITHOUT PTO2 DECEL "BUMP-DOWN"	0.00
PAINT		
950-AD0	SINGLE COLOR	0.00
924-014	SOLID PAINT	0.00
944-AA7	MACK WHITE; P9188	0.00
945-998	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0.00
946-998	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0.00
996-AA3	PAINT - CAB, URETHANE CLEAR COAT	0.00
MPB-944	SAME AS FIRST COLOR - CAB	0.00
MPD-944	SAME AS FIRST COLOR - HOOD	0.00
943-998	WITHOUT CHASSIS FAIRINGS	0.00
966-998	WITHOUT SUN VISOR PAINT	0.00
940-998	WITHOUT MIRROR COVER PAINT	0.00
MPA-998	WITHOUT ROOF FAIRING	0.00
951-AA6	MACK BLACK (URETHANE); P3036	0.00
958-018	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0.00
959-019	W/O OPTIONAL FUEL TANK PAINT	0.00
962-032	SAME AS CHASSIS RUNNING GEAR	0.00
963-033	SAME AS CHASSIS RUNNING GEAR	0.00
CALCULATED CODES - KAX		
9JX-A1X	YES, THE ORDER MUST BE CALCULATED	0.00
D5E-A1X	AUTOMATIC ROUTING AND CLIPPING PLACEMENT, CENTER SECTION	0.00
BASE WARRANTY AND PURCHASED COVE		
898-003	HEAVY DUTY WARRANTY CLASSIFICATION	0.00
M50-030	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (1	0.00
M83-01T	EPA (only) for Mack MP7 / MP8 Diesel	0.00
M51-021	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES	0.00
M52-022	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE	0.00

MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
M53-Z1X	W/O MACK ENGINE AFTERTREATMENT PROTECTION PLAN	0.00
M54-104	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARR	0.00
M71-0J1	WITHOUT mDRIVE CLUTCH PROTECTION PLAN	0.00
M55-0G7	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,6	0.00
M56-026	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12	0.00
M57-027	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000	0.00
M58-028	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES	0.00
M61-Z1X	W/O ALTERNATOR and STARTER EXTENDED WARRANTY COVERAGE	0.00
M59-Z1X	W/O STARTER PURCHASED COVERAGE	0.00
M60-Z1X	W/O ALTERNATOR PURCHASED COVERAGE	0.00
M69-089	NO GUARDDOG CONNECT (ASIST AND MACK ONECALL)	0.00
M65-Z1X	W/O SERVICE AGREEMENT	0.00
M99-998	W/O CUSTOM/BUNDLED PURCHASE COVERAGE OPTION	0.00
CONNECTED SERVICES		
S02-010	NO MACK ONECALL BUNDLE	0.00
S03-011	MACK INTEGRATED UPTIME - 24 MONTHS	0.00
S04-011	MACK CONNECT LOCATION AND REPORTING - 24 MONTHS	0.00
S05-012	WITHOUT FLEET INTEGRATION	0.00
S06-400	NO PARTNERED SERVICES PROVIDED	0.00



MEETING OF SEPTEMBER 2, 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 APPARATUS REPLACEMENT THROUGH DELTA FIRE & SAFETY**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN AERIAL FIRE APPARATUS THROUGH DELTA FIRE & SAFETY IN THE AMOUNT OF \$2,024,386.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (113021-RVG) AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Fire Apparatus 41 / Ladder 3 (FIRE_F014) currently has 10.9/15 points and is a FY25 budgeted replacement.

DISCUSSION:

This new apparatus will take the place of the current Ladder 3. Ladder 3 provides primary fire, EMS, and rescue protection to the southeast side of the city including the Industrial Park. Additionally, it provides primary aerial rescue and elevated water application throughout the city. This replacement apparatus will be equipped with a 110' aerial ladder as apposed to the current 75' model. This will allow for more effective reach for taller buildings throughout town.

BUDGET/STAFF IMPACT:

The apparatus was originally budgeted at \$803,000. The purchase cost of \$2,024,386 exceeds the budget by over \$1.2M. There is an 850-day lead time for this apparatus. A budget adjustment is attached for your approval.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Final Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1489

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN AERIAL FIRE APPARATUS FROM DELTA FIRE & SAFETY IN THE AMOUNT OF \$2,024,386.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Fire Department proposes to purchase a new apparatus to take the place of the current Ladder 3, which provides primary fire, EMS, and rescue protection to the southeast side of the city including the Industrial Park; and

WHEREAS, the new apparatus will provide primary aerial rescue and elevated water application throughout the city and will be equipped with a 110' aerial ladder as opposed to the current 75' model which will allow for more effective reach for taller buildings throughout the city.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Spartan Aerial Fire Apparatus from Delta Fire & Safety in the amount of \$2,024,386.00, 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.



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

Resolution: 199-25

File Number: 2025-1489

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN AERIAL FIRE APPARATUS FROM DELTA FIRE & SAFETY IN THE AMOUNT OF \$2,024,386.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1489

Item ID

9/2/2025

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

Ross Jackson

8/11/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN AERIAL FIRE APPARATUS THROUGH DELTA SAFETY IN THE AMOUNT OF \$2,024,386.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (113021-RVG) AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

97001.4470.300

Fleet Replacement Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,659,173.32

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 3,659,173.32

Does item have a direct cost? Yes

Item Cost

\$ 2,024,386.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 1,634,787.32

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	FLEET OPERATIONS (770)	
	Requestor: Ross Jackson, Jr.	

A RESOLUTION TO APPROVE THE PURCHASE OF A SPARTAN AERIAL FIRE APPARATUS THROUGH DELTA Fire & SAFETY IN THE AMOUNT OF \$2,024,386.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (113021-RVG) AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	9/2/2025
	ITEM ID#:	2025-1489
	Holly Black	
	8/12/2025 11:37 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE
SPARTANER.COM

Vendor Contract #113021-RVG-4

7/29/2025

Member Name: City of Fayetteville
Member ID #: 34143
Member Address: 303 W. Center Street
Member: Fayetteville, AR 72701

We are pleased to offer to you a SPARTAN – LT NXT 110 through the Sourcewell® Contract, based on the provided specifications and drawings.

MSRP	\$2,440,468.00
Sourcewell Discount	\$416,082.00
Discount Percentage	%17.05
Total Contract Price	\$2,024,386.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

VALID UNTIL 9/12/2025

Spartan Fire, LLC



July 29, 2025

FAYETTEVILLE FIRE DEPARTMENT
Attached Proposal for: New Aerial Apparatus

Delta Fire & Safety is pleased to provide the following proposal to Fayetteville Fire Department. The attached specifications as per Sourcewell Contract.

Apparatus will comply with all specifications attached to this proposal. The proposal price includes preconstruction and final inspection for (5) department personnel, apparatus training for (4) consecutive days, performance bond, and delivery.

Description: (1) 2027 SPARTAN-LT NXT 110 AERIAL

Proposal Price: \$2,024,386.00 (Prepayment at Contract Signing)

Build Days: 850

As the authorized representative of the FAYETTEVILLE FIRE DEPARTMENT (AR),
I _____ agree to purchase the proposed items and accept the terms
and specifications attached.

Signature

Title

Date

VALID UNTIL 9/12/2025

Spartan Fire, LLC

Quotation

Description

VEHICLE

MODEL	Gladiator
CUSTOMERS / OEMS	Ladder Towers Company (03700)[1002812]
MODEL YEAR	Model Year - 2027
COUNTRY OF SERVICE	Country of Service United States Of America
CAB AND CHASSIS LABELING LANGUAGE	Cab and Chassis Labeling Language English w/Innovative Controls Labels
APPARATUS TYPE	Apparatus Type Rear Mount Quint
REAR MOUNT AERIAL DEVICE	Rear Mount Aerial Device Ladder L.T.C. 110'
VEHICLE TYPE	Vehicle Type Straight Truck
VEHICLE ANGLE OF APPROACH PACKAGE	Vehicle Angle of Approach NFPA Minimum 8.00 Degrees
AXLE CONFIGURATION	Axle Configuration 6x4 (Rear Tandem Axle Drive Only)
GROSS AXLE WEIGHT RATINGS FRONT	GAWR Front 23000#
GROSS AXLE WEIGHT RATINGS REAR	GAWR Rear 54000#
PUMP PROVISION	Pump Provision Driveline Midship, Pump Mode Prog w/Auto Park Brake "N"
WATER & FOAM TANK CAPACITY	Water & Foam Tank Capacity Up to 750 Gallons
WARRANTY	Warranty Cab and Chassis (2) Year RFW0102 -- Warranty would start on in service date (URS)

CAB

CAB STYLE	Cab Style MFD Flat Roof
OCCUPANT PROTECTION	Occupant Protection IMMI 4Front & RollTek w/SRA
CAB FRONT FASCIA	Cab Frt Fascia Classic
FRONT GRILLE	Cab Frt Grille Hinged Classic Styled
CAB UNDERCOAT	Cab Undercoat
CAB SIDE DRIP RAIL	Cab Side Drip Rail
CAB PAINT EXTERIOR	Cab Paint Exterior Single Color
CAB PAINT PROCESS/MANUFACTURER	Cab Paint Process/Manufacturer PPG
CAB PAINT PRIMARY/LOWER COLOR	Cab Paint Primary/Lower Color No Selection/TBD
CAB PAINT WARRANTY	Cab Paint Warranty PPG (10) Year RFW0710
CAB PAINT INTERIOR	Cab Paint Int Bedliner Medium Gray
CAB ENTRY DOORS	Cab Entry Doors (4)
CAB ENTRY DOOR TYPE	Cab Entry Door Type Barrier Free w/Pollak Switches
CAB INSULATION	Cab Insulation Nonwoven Polyester Fiber
REAR CAB ROOF MODIFICATION	Rear Cab Roof Modification Rear Cab Extension Flat Roof/13.5" Extension
CAB STRUCTURAL WARRANTY	Cab Structural Warranty (10) Year RFW0602
CAB TEST INFORMATION	Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422

ELECTRICAL POWER DISTRIBUTION

ELECTRICAL SYSTEM	Elec System 12V DC Multiplex
APPARATUS WIRING PROVISION	Apparatus Wiring Provision (8) Circuit Panel

VEHICLE DISPLAY	Vehicle Display UltraView 780 Touchscreen w/Push Button Surround (2) L/R Sw Pnl
LOAD MANAGEMENT SYSTEM	Load Management System Multiplex
DATA RECORDING SYSTEM	Data Recording Sys Vehicle Data Weldon MUX
ACCESSORY POWER	Accessory Pwr Batt & Ign Stud w/(2)Fuse Batt/(3)Fuse Mstr Bus Bar w/Aerial Mstr
EXTERIOR ELECTRICAL TERMINAL COATING	Exterior Electrical Terminal Coating Spray On Plasti Dip
ELECTRICAL SYSTEM WARRANTY	Electrical System Warranty (2) Year RFW0202

ENGINE

ENGINE	Engine Diesel 565HP/1850Ft-Lbs Cummins X15 HHD - EPA 2027
CAB ENGINE TUNNEL	Cab Engine Tunnel Large
DIESEL PARTICULATE FILTER CONTROLS	DPF Ctrl Regeneration Sw & Inhibit Sw w/Digital Dash
ENGINE PROGRAMMING HIGH IDLE SPEED	Engine Programming High Idle Speed 1250 RPM
ENGINE HIGH IDLE CONTROL	Engine High Idle Ctrl Automatic and Manual w/Disp Actv
ENGINE PROGRAMMING ROAD SPEED GOVERNOR	Engine Programming Road Speed Governor Enabled
AUXILIARY ENGINE BRAKE	Aux Engine Brake Compression Brake w/VG Turbo
AUXILIARY ENGINE BRAKE CONTROL	Aux Engine Brake Ctrl Off/Low/High Disp
ELECTRONIC ENGINE OIL LEVEL INDICATOR	Elec Engine Oil Level Indicator
FLUID FILLS	Fluid Fills Fwd For Large Displacement Cap
ENGINE DRAIN PLUG	Engine Drain Plug
ENGINE WARRANTY	Engine Warranty Cummins (5) Year/100,000 Miles
REMOTE THROTTLE HARNESS	Rmt Throttle Harness PSG FRC INControl 300/400 Side Mnt Shift Interlock
ENGINE PROGRAMMING REMOTE THROTTLE	Engine Program Rmt Throttle Off
ENGINE PROGRAMMING IDLE SPEED	Engine Programming Idle Speed 700 RPM

AIR INTAKE

ENGINE AIR INTAKE	Engine Air Intake Filtration and Restriction w/Replaceable Element Abv Radiator
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COOLING

ENGINE FAN DRIVE	Engine Fan Drive Variable Speed
ENGINE COOLING SYSTEM	Engine Cooling System Serial Flow w/Package Drop-Out Prov
ENGINE COOLING SYSTEM PROTECTION	Engine Cooling System Protection Light Duty Skid Plate Paint Frame Color
ENGINE COOLANT	Engine Coolant Extended Life
ELECTRONIC COOLANT LEVEL INDICATOR	Elec Low Coolant Level Indicator
COOLANT HOSES	Coolant Hoses Silicone
ENGINE COOLANT OVERFLOW BOTTLE	Engine Coolant Overflow Expansion Bottle

EXHAUST

ENGINE EXHAUST SYSTEM	Eng Exhaust Sys Under Frm RH Outboard DPF/SCR Inboard Inline
DIESEL EXHAUST FLUID TANK	Diesel Exhaust Fluid Tank LH 5 Gal Fill Thru Rr Step

ENGINE EXHAUST ACCESSORIES	Engine Exhaust Acc Temp Mitigation
ENGINE EXHAUST WRAP	Engine Exhaust Wrap
EMISSIONS SYSTEM WARRANTY	Emissions System Warranty (10) Years Heavy HDE/450K Miles/22K Hours RFW0144
REGULATED EMISSIONS WARRANTY TIRES	Regulated Emissions Warranty Tires (2) Years/24,000 Miles RFW0145
REGULATED EMISSIONS WARRANTY AIR CONDITIONING	Regulated Emissions Warranty Air Conditioning (5) Years/100,000 Miles RFW0146

TRANSMISSION

TRANSMISSION	Transmission Allison 4000 EVS
TRANSMISSION MODE PROGRAMMING	Transmission Mode Programming 5th Startup/5th Mode
TRANSMISSION FEATURE PROGRAMMING	Transmission Feature Programming Allison Gen 5 & 6-E I/O Package 198/Pumper
TRANSMISSION SHIFT SELECTOR	Transmission GEN 5 & 6-E Shift Sel Key Pad/Push Button
ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR	Elec Transmission Oil Level Indicator
TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE	2nd Gear Pre-Select
TRANSMISSION COOLING SYSTEM	Transmission Cooling System
TRANSMISSION DRAIN PLUG	Transmission Drain Plug
TRANSMISSION WARRANTY	Transmission Warranty Allison (5) Year

POWER TAKE OFF

LH PTO	LH PTO Chassis Sply
LH PTO MODEL	LH PTO Model Chelsea 281-GGFJP-E5RK
PTO LOCATION	PTO Location 8:00/1:00
LH PTO CONTROL	LH PTO Ctrl Prog Disp Actv w/Aerial PTO Override Tgl
PTO PROGRAMMING	PTO Programming Engine Engage 0900/Oper 4000 Transmission Engage 250/Oper 300

DRIVELINE

DRIVELINE	Driveline MSI 1810/1710 w/Meritor U-Joints w/Thrust Washers/Half Round Yokes
MIDSHIP PUMP / GEARBOX	Midship Pump Jackshaft & Pump Mounting Brkt
MIDSHIP PUMP / GEARBOX MODEL	Midship Pump/Gearbox Model Waterous CSUC20/C22 Fwd
MIDSHIP PUMP GEARBOX DROP	Midship Driveline Pump Gearbox Drop Waterous "B"
MIDSHIP PUMP RATIO	Midship Pump Ratio 2.27:1
MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE	Midship Pump Location C/L Suction to C/L Rear Axle 110.0"
PUMP SHIFT CONTROLS	Pump Shift Ctrl Air Ctrl Integrated Shifter Pod
PUMP SHIFT CONTROL PLUMBING	Pump Shift Control Plumbing Pre-Plumb Elec/Air

FUEL SYSTEMS

FUEL FILTER/WATER SEPARATOR	Fuel Filter/Wtr Separator Fuel Pro FH230 w/Lt & Alarm 18" Loop
FUEL LINES	Fuel Lines Wire Braid
FUEL SHUTOFF VALVE	Fuel Shutoff Valve at Tank and (2) at Primary Filter

ELECTRIC FUEL PRIMER	Electric Fuel Primer Engine Sply Electric Lift Pump
FUEL TANK	Fuel Tank 68 Gallon
FUEL TANK MATERIAL AND FINISH	Fuel Tank Material SS & Finish Natural
FUEL TANK STRAP MATERIAL AND FINISH	Fuel Tank Strap Material SS & Finish Painted Frame Components Color
FUEL TANK FILL PORT	Fuel Tank Fill Port LH Mid/RH Mid/LH Fwd
FUEL TANK SERVICEABILITY PROVISIONS	Fuel Tank Serviceability Prov 8' Fuel Line Extension
FUEL TANK DRAIN PLUG	Fuel Tank Drain Plug Magnetic

FRONT AXLE

FRONT AXLE	Frt Axle Reyco Granning ResponseMaster IFS Air 22001-24000#
FRONT AXLE WARRANTY	Front Axle Warranty IFS
FRONT WHEEL BEARING LUBRICATION	Frt Wheel Bearing Lube Oil

FRONT SUSPENSION

FRONT SHOCK ABSORBERS	Frt Shock Absorbers Koni Non-Adjustable
FRONT SUSPENSION	Frt Suspension IFS 22001-24000#

STEERING

STEERING COLUMN/WHEEL	Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke
ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR	Elec Power Steering Fluid Level Indicator
POWER STEERING PUMP	Power Steering Pump TRW w/Passive Cooler
FRONT AXLE CRAMP ANGLE	Front Axle Cramp Angle 48 Degrees
POWER STEERING GEAR	Power Steering Gear TRW TAS 85/RCS 85
CHASSIS ALIGNMENT	Chassis Alignment

REAR AXLE

REAR AXLE	Rear Axle 54000# Meritor RT-52-185
REAR AXLE DIFFERENTIAL LUBRICATION	Rear Axle Differential Lubrication Oil
REAR AXLE WARRANTY	Rear Axle Warranty Meritor 2027
WHEEL HUB PAINT	Wheel Hub Paint Gloss Black
REAR WHEEL BEARING LUBRICATION	Rear Wheel Bearing Lubrication Oil
REAR AXLE DIFFERENTIAL CONTROL	Rear Axle Differential Ctrl Interaxle Lock
VEHICLE TOP SPEED	Vehicle Top Speed 65 MPH
REAR AXLE EXTERNAL VENT	Rear Axle External Vent OEM Housing Breather

REAR SUSPENSION

REAR SUSPENSION	Rear Susp Raydan AL-600 Air 54000-62000#
REAR SHOCK ABSORBERS	Rear Shock Absorbers Suspension Sply
SUSPENSION CONTROLS	Suspension Ctrl Frt Air Retention System Prk Brk Actv

TIRES

TIRE INTERMITTENT SERVICE RATING	Tire Intermittent Service Ratings Acceptable
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FRONT TIRE	Frt Tire 425/65R 22.5 Michelin XYE
REAR TIRE	Rear Tire 12R 22.5 Michelin X Multi Grip D
REAR AXLE RATIO	Rear Axle Ratio 5.38
TIRE PRESSURE INDICATOR	Tire Pressure Ind Frt & Rr Mon Doran 360HD w/Drv Visor Mnt

WHEELS

FRONT WHEEL	Frt Wheel Accuride 22.5 x 12.25 Steel
FRONT WHEEL PAINT	Front Wheel Paint Gloss Black
REAR WHEEL	Rr Whl Accuride 22.5 x 8.25 Heavy Duty Steel
REAR WHEEL PAINT	Rear Wheel Paint Gloss Black
BALANCE WHEELS AND TIRES	Balance Wheels & Tires Counteract Beads
WHEEL TRIM	Wheel Trim Baby Moon & Nut Covers SS Shiploose
WHEEL GUARDS	Wheel Guards Between Dual Wheels & All Axles

TIRE CHAINS

TIRE CHAINS	Tire Chains Rear Axle ON-Spot 6 Strand Auto
TIRE CHAINS ACTIVATION	Tire Chains Actv Rkr Sw

BRAKES

BRAKE SYSTEM	Brake System ABS/ATC/ESC Tandem Axle Disp Actv
FRONT BRAKES	Frt Brakes Bendix Disc 17"
REAR BRAKES	Rr Brakes Meritor EX225 Disc 17"
PARK BRAKE	Prk Brake Rr Wheels Only
PARK BRAKE CONTROL	Prk Brake Ctrl Sw Pnl Mnt LH Pnl
AIR DRYER	Air Dryer Wabco System Saver 1200 Bhd RH Step
FRONT BRAKE CHAMBERS	Frt Brake Chambers IFS Type 24
REAR BRAKE CHAMBERS	Rr Brake Chambers MGM 24/24

AIR SUPPLY SYSTEMS

AIR COMPRESSOR	Air Compressor Wabco SS318 18.7 CFM
AIR GOVERNOR	Air Governor Mnt on Air Dryer Bracket
MOISTURE EJECTORS	Moisture Ejectors w/Cable
AIR SUPPLY LINES	Air Sply Lines Nylon w/Compression Fittings/Protective Loom
AIR INLET CONNECTION	Air Inlet Connection w/Auto Eject
AIR INLET/AUTO EJECT CONNECTION COVER	Air Inlet/Auto Eject Conn Cover Black
AIR INLET LOCATION	Air Inlet Location LH Cab Side Fwd Lwr Rear of Bumper Above Electrical Inlet
AIR INLET/OUTLET FITTING TYPE	Air Inlet/Outlet Manual Conn Tru-Flate Interchange 1/4"
AIR TANK SPACERS	Air Tank Spacers Inboard 1.5"
REAR AIR TANK MOUNTING	Rear Air Tank Mnt Any Bhd Rear Axle Perpendicular w/Frame

FRAME

WHEELBASE	Wheelbase 226.5"
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REAR OVERHANG	Rear Overhang 106.0"
FRAME	Frame Triple Channel 35.00" Width
MISC FRAME OPTIONS	Misc Frame Options LTC 110' Torque Box Hole Pattern
FRAME CLEAR AREA	Frame Clear Area Inside/Outside Rail 30" Rwd Back of Cab
FRAME PAINT	Frame Paint Hot Dipped Galvanized - Frame Only Ptd Primary/Lower Cab Color
FRAME PAINT - MISCELLANEOUS	Frame Paint Miscellaneous - Gap Sealant
FRAME ASSEMBLY STRUCTURAL WARRANTY	Frame Assembly Structural Warranty (50) Year RFW0305
FRAME RAIL CORROSION WARRANTY	Frame Rail Corrosion Warranty (25) Year RFW0316
FRAME COMPONENTS CORROSION WARRANTY	Frame Components Corrosion Warranty (3) Year RFW0315
REAR MUD FLAP	Rear Mud Flap & Fender Temp Mnt

BUMPER

FRONT BUMPER	Frt Bumper Structural Steel Channel Severe Duty
FRONT BUMPER EXTENSION LENGTH	Frt Bumper Extension Length 21"
FRONT BUMPER PAINT	Frt Bumper Paint Primary/Lower Cab Color w/Bedliner Black Bumper Trim
FRONT BUMPER TRIM	Frt Bumper Trim SS Ptd Wide Band Frt Top Edge/Corners Abv Apron w/Iso Washers
FRONT BUMPER WINCH	Frt Bumper Winch Warn 15,000 lbs w/3/8" Synthetic Rope
FRONT BUMPER APRON	Frt Bumper Apron For 21" Extension
FRONT BUMPER DISCHARGE	Front Bumper Discharge 2.0" RH Frame Mnt Plumbing
FRONT BUMPER COMPARTMENT CENTER	Frt Bumper Cmpt Ctr Winch Access w/Cover
FRONT BUMPER COMPARTMENT RH	Frt Bumper Cmpt RH w/PAC Strap
FRONT BUMPER COMPARTMENT COVER HARDWARE	Frt Bumper Cmpt Cover Hardware Gas Cylinder/D-Ring
MECHANICAL SIREN	Mechanical Siren Federal Signal Q2B Pedestal Mnt
MECHANICAL SIREN LOCATION	Mech Siren Location Frt Bmpr Apron LH OB
AIR HORN	Air Horn (2) 21" Round Hadley E-Tone
AIR HORN LOCATION	Air Horn Location (2) Frt Bmpr Face R/L IB
AIR HORN RESERVOIR	Air Horn Reservoir (1) 1200 Cu In
ELECTRONIC SIREN SPEAKER	Elect Siren Speaker (2) 100W Federal Signal Dynamax w/ESFMT Trim Ring
ELECTRONIC SIREN SPEAKER LOCATION	Elec Siren Speaker Location (2) Frt Bmpr Face R/L OB
TOW FORK PROVISION	Tow Fork Provision Bolt-On Behind Cab Tilt Crossmember w/Labels

CAB TILT

CAB TILT SYSTEM	Cab Tilt System w/Pump Bhd RH Frt Step
CAB TILT AUXILIARY PUMP	Cab Tilt Aux Pump Manual Mnt w/Fwd Tilt Pump Mnt
CAB TILT LIMIT SWITCH	Cab Tilt Limit Sw Preset Limit
CAB TILT CONTROL RECEPTACLE	Cab Tilt Ctrl Receptacle Temp
CAB TILT NOISE DAMPENERS	Cab Tilt Noise Dampener Spray-On
CAB TILT LOCK DOWN INDICATOR	Cab Tilt Lock Down Indicator

CAB GLASS

CAB WINDSHIELD	Cab Windshield
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GLASS FRONT DOOR	Glass Frt Dr Pwr
GLASS TINT FRONT DOOR	Glass Tint Frt Dr Automotive Dark Gray
GLASS REAR DOOR RIGHT HAND	Glass Rr Dr RH Pwr
GLASS TINT REAR DOOR RIGHT HAND	Glass Tint Rr Door RH Automotive Dark Gray
GLASS REAR DOOR LEFT HAND	Glass Rr Dr LH Pwr
GLASS TINT REAR DOOR LEFT HAND	Glass Tint Rr Door LH Automotive Dark Gray
GLASS SIDE MID RIGHT HAND	Glass Side Mid RH Fxd 15.50"W x 27"H
GLASS TINT SIDE MID RIGHT HAND	Glass Tint Side Mid RH Automotive Dark Gray
GLASS SIDE MID LEFT HAND	Glass Side Mid LH Fxd 15.50"W x 27"H
GLASS TINT SIDE MID LEFT HAND	Glass Tint Side Mid LH Automotive Dark Gray

CLIMATE CONTROL

CLIMATE CONTROL	Climate Ctrl Htr Defroster A/C SGM Ovrhd Alum
CLIMATE CONTROL DRAIN	Climate Control Drain Gravity
CLIMATE CONTROL ACTIVATION	Climate Ctrl Actv Rotary Dash Mnt Ctr
HVAC OVERHEAD COVER PAINT	HVAC Overhead Cover Paint Medium Gray
A/C CONDENSER LOCATION	A/C Condenser Location Roof Mnt Mid LH
A/C COMPRESSOR	A/C Compressor TM-31/QP-31
CAB CIRCULATION FANS FRONT	Cab Circulation Fans Frt (2) Outboard
UNDER CAB INSULATION	Under Cab Insulation Eng Tnl & Cab Floor w/Removable Alum Tunnel Overlay

CAB INTERIOR

INTERIOR TRIM FLOOR	Interior Trim Floor w/TPlt Overlay & Wrapped Entry Ways
INTERIOR TRIM	Interior Trim Vinyl
REAR WALL INTERIOR TRIM	Rear Wall Interior Trim Painted Aluminum
HEADER TRIM	Header Trim XDuty
TRIM CENTER DASH	Trim Center Dash XDuty w/Gas Cylinder Stay
TRIM LEFT HAND DASH	Trim LH Dash XDuty
TRIM RIGHT HAND DASH	Trim RH Dash XDuty Glove Cmpt/MDT Prov/4.50"H Glovebox
TRIM RIGHT HAND DASH ACCESSORIES	Trim RH Dash Acc XDuty Dash Slide-Out Tray
CAB PAINT BEDLINER	Bedliner Only
ENGINE TUNNEL TRIM	Eng Tnl Trim Painted Multi-tone
POWER POINT DASH MOUNT	Pwr Pnt Dash Mnt Batt Dir Rkr Position Dual 4.8A USB Sw Pnl
AUXILIARY POWER POINT MID CREW	Aux Pwr Pnt Mid Crew Batt Dir Powerwerx USB/Type-C (2) No Ind (1)R/(1)L Comp Hsg
STEP TRIM	Step Trim Embossed & Diamond Cut SS Lwr, TPlt Mid
STEP TRIM KICKPLATE	Step Trim Kickplate Treadplate
UNDER CAB ACCESS DOOR	Under Cab Access Door Rear Step LH Tread Plate
INTERIOR DOOR TRIM	Interior Door Trim DA Sand
DOOR TRIM CUSTOMER NAMEPLATE	Door Trim Customer Nameplate
CAB DOOR TRIM REFLECTIVE	Cab Dr Trim Reflective Vert Stripe/6" Chevron w/Logo
INTERIOR GRAB HANDLE "A" PILLAR	Interior Grab Handle 'A' Pillar 11" Molded
INTERIOR GRAB HANDLE FRONT DOOR	Interior Grab Handle Frt Door Horiz 9" Red
INTERIOR GRAB HANDLE REAR DOOR	Int Grab Handle Rr Dr Alum Window Span 30" Red

ADDITIONAL INTERIOR GRAB HANDLE REAR DOOR	Addl Cab Int Grab Hndl Rr Dr Diag 30" Grab Bar
INTERIOR SOFT TRIM COLOR	Interior Soft Trim Color Gray
INTERIOR TRIM SUNVISOR	Interior Trim Sunvisor Vinyl
INTERIOR FLOOR MAT COLOR	Interior Floor Mat Color Gray
HEADER TRIM INTERIOR PAINT	Header Trim Interior Paint Bedliner Medium Gray
TRIM CENTER DASH INTERIOR PAINT	Trim Center Dash Interior Paint Bedliner Medium Gray
TRIM LEFT HAND DASH INTERIOR PAINT	Trim LH Dash Interior Paint Bedliner Medium Gray
TRIM RIGHT HAND DASH INTERIOR PAINT	Trim RH Dash Interior Paint Bedliner Medium Gray
RIGHT HAND DASH ACCESSORIES INTERIOR PAINT	RH Dash Acc Interior Paint Powdercoat Black
REAR WALL INTERIOR PAINT	Rear Wall Interior Paint Bedliner Medium Gray
DASH PANEL GROUP	Dash Pnl Group 3-Pnl w/Black Textured Aluminum Panels
SWITCHES CENTER PANEL	Switches Ctr Pnl 6 Upr LH
SWITCHES LEFT PANEL	Switches Left Pnl 3 w/Wiper
SWITCHES RIGHT PANEL	Switches Right Pnl 2

CAB SEATS

SEAT BELT WARNING	Seat Belt Warn Disp w/VDR
SEAT MATERIAL	Seat Material Bostrom Durawear Plus
SEAT COLOR	Seat Color Gray/Red Seat Belts
SEAT BACK LOGO	Seat Back Logo Fayetteville
SEAT DRIVER	Seat Driver Bostrom Firefighter 8-Way Elect 500 Series ABTS
SEAT BACK DRIVER	Seat Back Driver Non-SCBA ABTS
SEAT MOUNTING DRIVER	Seat Mounting Driver
OCCUPANT PROTECTION DRIVER	Occupant Protection Driver 4Front & Mechanical/Elect Seat RollTek w/SRA
SEAT OFFICER	Seat Officer Bostrom Firefighter 2-Way Manual 500 Series ABTS
SEAT BACK OFFICER	Seat Back Officer SCBA Bostrom SecureAll+
SEAT MOUNTING OFFICER	Seat Mounting Officer Rwd 2"
OCCUPANT PROTECTION OFFICER	Occupant Protection Officer 4Front & Mechanical/Elect Seat RollTek w/SRA
POWER SEAT WIRING	Power Seats Wiring Battery Direct
SEAT BELT ORIENTATION CREW	Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip
SEAT FORWARD FACING OUTER LOCATION	Seat FFO Location Primary Pos (2) R/L
SEAT CREW FORWARD FACING OUTER	Seat Crew FFO Bostrom Firefighter Fixed 500 Series
SEAT BACK FORWARD FACING OUTER	Seat Back FFO SCBA Bostrom SecureAll+
SEAT MOUNTING FORWARD FACING OUTER	Seat Mounting FFO Outboard Fwd
OCCUPANT PROTECTION FFO	Occupant Protection FFO RollTek w/SRA
SEAT FORWARD FACING CENTER LOCATION	Seat FFC Location Secondary Pos Ctr
SEAT CREW FORWARD FACING CENTER	Seat Crew FFC Bostrom Firefighter Fixed 500 Series
SEAT BACK FORWARD FACING CENTER	Seat Back FFC SCBA Bostrom SecureAll+
OCCUPANT PROTECTION FFC	Occupant Protection FFC RollTek Belt Pretensioner
SEAT FRAME FORWARD FACING	Seat Frm Fwd Fcg Full Width Cab Extension
SEAT MOUNTING FORWARD FACING	Seat Mounting Forward Facing Center

CENTER

CAB FRONT UNDERSEAT STORAGE ACCESS DOOR	Cab Frt Undrst Strg Acc Dr
SEAT COMPARTMENT DOOR FINISH	Seat Compartment Door Finish Bedliner Medium Gray

CAB EXTERIOR

WINDSHIELD WIPER SYSTEM	Windshield Wiper System
ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR	Electronic Windshield Fluid Level Indicator
CAB DOOR HARDWARE	Cab Door Hardware Black Composite w/Scuff Plate
DOOR LOCKS	Door Locks Manual
GRAB HANDLES	Grab Handles 3-Pc Alum Knurled 18" w/Red Reflective
GRAB HANDLES ACCESSORY	Grab Handles Accessory Scuff Plate
LIGHTED EXTERIOR GRAB HANDLES	Lighted Grab Handles Red LED
AUXILIARY GRAB HANDLE	Aux Grab Handle 7" SS (2) Cab Face Abv Headlights
REARVIEW MIRRORS	Mirror Bus Style Ramco LH CRM-310-1750-TPCHR, RH CRM-310-1752-A10-TPCHR
REARVIEW MIRROR HEAT SWITCH	Rearview Mirror Heat Sw Disp
CAB FENDER	Cab Fender SS Wide w/ABS Liner
MUD FLAPS FRONT	Mud Flaps Frt
CAB EXTERIOR FRONT & SIDE EMBLEMS	Cab Ext Frt & Side Emblems Spartan
CAB EXTERIOR MODEL NAMEPLATE	Cab Exterior Model Nameplate Gladiator

START / CHARGING SYSTEMS

IGNITION	Ign Mstr Rkr Sw w/Push-Button Start
BATTERY	Batt (5) Group 31 Harris
BATTERY TRAY	Batt Tray (2) R/L SS w/Black Bedliner
BATTERY BOX COVER	Batt Box Cover (2)
BATTERY CABLE	Batt Cables
BATTERY JUMPER STUD	Batt Jumper Stud Frt LH Lwr Step 8" Apart
ALTERNATOR	Alternator Delco Remy 55SI 430A
STARTER MOTOR	Starter Motor Delco

LINE VOLTAGE ELECTRICAL POWER DISTRIBUTION

BATTERY CONDITIONER	Batt Cond Kussmaul Chief 4012 40A
BATTERY CONDITIONER LOCATION	Batt Cond Loc LH RFO Seat Position
BATTERY CONDITIONER DISPLAY	Batt Cond Display Integrated In Elec Inlet w/Digital Status Center
BATTERY CONDITIONER DISPLAY LOCATION	Batt Cond Display Location Integrated with Elec Inlet
CAB/CHASSIS ELECTRICAL OUTLET	Cab/Chassis Elec Outlet 120V 20A J-Box Bhd Drv Prewire 15' Coil Bhd Cab
ELECTRICAL INLET LOCATION	Elec Inlet Location LH Cab Side Fwd Lwr Rear of Bumper
ELECTRICAL INLET	Elec Inlet 120V 20A Auto Eject
ELECTRICAL INLET CONNECTION	Elec Inlet Conn to Batt Conditioner
ELECTRICAL INLET COLOR	Elec Inlet Color Red

LIGHTING

HEADLIGHTS

Headlights 4 Headlamps LED, Firetech FT-4X6-4KIT

HEADLIGHT LOCATION

Headlights Below Frt Warn Lts

FRONT TURN SIGNALS

Frt Turn Signals Whelen M6 LED Above Frt Warn Rad Mnt

SIDE TURN/MARKER LIGHTS

Side Turn/Marker Lts LED Tecniq S170

MARKER & ICC LIGHTS

Marker & ICC Lts Face Mnt LED Tecniq S170

HEADLIGHT AND MARKER LIGHT ACTIVATION

Hdlt & Mrkr Lt Actv Disp/Halo w/Mrkr Lts/Ign Sw

INTERIOR OVERHEAD LIGHTS

Interior Overhead Lts Red/Clear LED

INTERIOR OVERHEAD LIGHTING ACTIVATION

Int Ovrhd Lt Actv Resp Dr & MUX

LIGHTBAR PROVISION

Lightbar Prov Wire & Mnt (2) Chassis Supply w/Painted Jct Box

CAB FRONT LIGHTBAR MODEL

Cab Front Lightbar Model Whelen F4NMINI (2)

CAB FRONT LIGHTBAR

Cab Front Lightbar - Configured in 5450M Subcategory

FRONT LIGHTBAR LAYOUT

Cab Front Lightbar Layout

FRONT LIGHTBAR ORIENTATION

Front Lightbar Orientation - Outboard/Aerial Mnt

FRONT LIGHTBAR LIGHT POSITION 2

Cab Front Lightbar Position 2 - Red LH Side

FRONT LIGHTBAR LIGHT POSITION 4

Cab Front Lightbar Position 4 - White

FRONT LIGHTBAR LIGHT POSITION 5

Cab Front Lightbar Position 5 - White

FRONT LIGHTBAR LIGHT POSITION 12

Cab Front Lightbar Position 12 - White

FRONT LIGHTBAR LIGHT POSITION 13

Cab Front Lightbar Position 13 - White

FRONT LIGHTBAR LIGHT POSITION 15

Cab Front Lightbar Position 15 - Red RH Side

LIGHTBAR SWITCH

Lightbar Sw Disp

FRONT SCENE LIGHTS

Frt Scene Lts FireTech FT-BG25-R-R3-72-ML-W Single Device Controller - FT-BG2S-SAC-001-Wire Vista Button (Front Scene) to Flood Scene Input-Wire Vista Button (Emaster) to Warning 2 Input-Wire Running to Marker Light Input

FRONT SCENE LIGHT LOCATION

Frt Scene Lt Loc (2) Outboard Brow Pos

FRONT SCENE LIGHTS ACTIVATION

Frt Scene Lts Actv Disp

SIDE SCENE LIGHTS

Side Scene Lts Firetech FT-BG2-R-R3-18-B

SIDE SCENE LIGHT LOCATION

Side Scene Lt Loc Radius Mount Above Mid Cab

SIDE SCENE ACTIVATION

Side Scene Actv Indv Disp Actv

GROUND LIGHTS

Ground Lts Tecniq T44 LED

GROUND LIGHTING ACTIVATION

Ground Lt Actv Prk Brk, Resp Sd Dr & Disp

UNDER BUMPER LIGHTS

Under Bmpr Lts 4" LED Prk Brk

LOWER CAB STEP LIGHTS

Lwr Cab Step Lts Tecniq T44 LED

INTERMEDIATE STEP LIGHTS

Intermediate Step Lts Tecniq D06 LED Frt Drs

ENGINE COMPARTMENT LIGHT

Engine Cmpt Work Lt LED (1)

OPTICAL WARNING DEVICES

DO NOT MOVE APPARATUS LIGHT

Do Not Move App Lt Flashing Red Tecniq K50 LED w/Alarm

MASTER WARNING SWITCH

Mstr Warn Sw MUX

HEADLIGHT FLASHER

Headlight Flasher Alternating

HEADLIGHT FLASHER SWITCH

Headlight Flasher Sw MUX

INBOARD FRONT WARNING LIGHTS

Inboard Frt Warn Lts Whelen M6 LED Chrm Bezel

INBOARD FRONT WARNING LIGHTS COLOR

Inboard Frt Warn Lts Color Red

OUTBOARD FRONT WARNING LIGHTS	Outboard Frt Warn Lts Whelen M6 LED Chrm Bezel
OUTBOARD FRONT WARNING LIGHTS COLOR	Outboard Frt Warn Lts Color Red
FRONT WARNING SWITCH	Frt Warn Sw Disp
INTERSECTION WARNING LIGHTS	Intersection Warn Lts Whelen M6 LED
INTERSECTION WARNING LIGHTS COLOR	Int Warn Lts Color Red
INTERSECTION WARNING LIGHTS LOCATION	Intersection Warn Lts Location Bumper Tail Recess Mnt
AUXILIARY INTERSECTION WARNING LIGHTS	Aux Intersection Warn Lts Whelen M6 LED
AUXILIARY INTERSECTION WARNING LIGHTS COLOR	Aux Intersection Warn Lts Color Red
AUXILIARY INTERSECTION WARNING LIGHTS LOCATION	Aux Intersection Warn Lts Loc Bmpr Corner Recess Mnt
SIDE WARNING LIGHTS	Side Warn Lts Whelen M6 LED
SIDE WARNING LIGHTS COLOR	Side Warn Lts Color Red
SIDE WARNING LIGHTS LOCATION	Side Warn Lts Location Lwr Mid
SIDE AND INTERSECTION WARNING SWITCH	Side & Intersection Warn Sw Disp
TANK LEVEL LIGHTS	Tank Lvl Lts Whelen PSTANK2 w/Chrm Bzl
TANK LEVEL LIGHTS ACTIVATION	Tank Lvl Lights Actv FRC Lt Driver Under Dash Ign & Prk Brake
TANK LEVEL LIGHTS LOCATION	Tank Lvl Lights Loc Rear Cab Sides
INTERIOR DOOR OPEN WARNING LIGHTS	Int Dr Open Warn Lts Amber Weldon 15" LED Dir Flsh

AUDIBLE WARNING DEVICES

SIREN CONTROL HEAD	Siren Ctrl Head Federal Signal PA4000-200
STEERING WHEEL HORN BUTTON SELECTOR SWITCH	Horn Btn Sel Sw Elec Horn/Air Horn MUX
AUDIBLE WARNING LH FOOT SWITCH	Audible Warning LH Foot Switch Air Horn & Siren
AIR HORN FOOT SWITCH LH	Air Horn Foot Switch LH Linemaster 491-S
AIR HORN FOOT SWITCH LH LOCATION	Air Horn Foot Switch LH Location A-Pillar
AIR HORN FOOT SWITCH LH POSITION	Air Horn Foot Switch LH Position Inboard of Other Foot Switch
MECHANICAL SIREN FOOT SWITCH LH	Mechanical Siren Foot Switch LH Linemaster 491-S
MECHANICAL SIREN FOOT SWITCH LH LOCATION	Mechanical Foot Switch LH Location A-Pillar
MECHANICAL SIREN FOOT SWITCH LH POSITION	Mechanical Siren Foot Switch Position Outboard of Other Foot Switches
AUDIBLE WARNING LH FOOT SWITCH BRACKET	Audible Warn LH Ft Sw Double Brkt 30Deg TPlate
AIR HORN AUXILIARY ACTIVATION	Air Horn Actv L/R Lanyard
MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION	Mech Siren PB Brk Sw, Siren/Brk Combo Sw
MECHANICAL SIREN INTERLOCK	Mechanical Siren Interlock Master Warn Only
BACK-UP ALARM	Back-Up Alarm Ecco 575

INSTRUMENTATION

INSTRUMENTATION	Instrumentation Digital Innovative Controls Touchscreen
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BACKLIGHTING COLOR
HOURL METER

Backlighting Color Red Switch Backlighting w/White Digital Dash Display
Hour Meter Digital Dash Engine/Pump/LH PTO

COMMUNICATIONS SYSTEMS

RADIO

Radio Jensen WB/AM/FM/BT

RADIO LOCATION

Radio Overhead LH

AM/FM ANTENNA

AM/FM Antenna LH Fwd Cab Roof

RADIO SPEAKERS

Radio Speakers (4) Front/Rear

CAMERA

Cam in View 360-HD (4) Cam Bird's Eye View System

CAMERA DISPLAY

Camera Display on Disp

COMMUNICATION ANTENNA

Comm Ant Base RH Fwd Cab Rf Chassis Sply

**COMMUNICATION ANTENNA CABLE
ROUTING**

Comm Ant Cable Routing Under RH Frt Seat

TWO-WAY RADIOS

Two-Way Radio (5) Headset Charging Prewire

PANEL LAYOUT

Panel Layout

ADDITIONAL EQUIPMENT

FIRE EXTINGUISHER

Fire Extinguisher Shiploose

DOOR KEYS

Door Keys for Manual Locks (4)

SALES ADMIN

CHASSIS OPERATION MANUAL

Chassis Operation Manual Digital Copy (2)

**ENGINE & TRANSMISSION OPERATION
MANUAL**

Eng & Trans Operation Man Eng Hard Copy/Trans Digital/Eng Owner Digital

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

Cab/Chassis As Built Wiring Diagrams Digital Copy (2)

SALES TERMS

Sales Terms

ENGINEERING

DRIVELINE LAYOUT CONFIRMATION

Driveline Layout Confirmation Required

3D CHASSIS LAYOUT

3D Chassis Layout Required

EFCM/REAR CROSSMEMBERS

End of Frame Cross Member 2.25" From EOF

Quote SO

Louisiana Emergency Equipment

Fayetteville

Exp. Date: 06/19/2025
Quote No: ARFAYE25-1203
BOILERPLAT: RQ-NXT-BLR 110' Aerial NXT Boilerplate
CHASSIS: RQ-NXT-CHS 110' NXT Aerial, Chassis
PMP CTRL: RQ-NXT-PCT 110' Aerial NXT, Pump Control
PLUMBING: RQ-NXT-PLM 110' Aerial NXT, Plumbing
BODY: RQ-NXT-BDY 110' Aerial NXT, Body
ELECTRIC: RQ-NXT-ELC 110' NXT Aerial, Electrical
ARL DEVICE: RQ-110-750 110' Aerial Ladder, 750# Tip, Aerial
EXTRAS: RQ-NXT-EXT 110' NXT Aerial, Extras

07/29/2025

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PART NO	S	DESCRIPTION	QTY	ID
00-00-0050		Aerial QW Data Book v10.33 Rel: 5.15.25 / Expires: 10.15.25	1	LTC
00-00-1680		BOILER PLATE - NXT Aerial - (Generic Specs for BP)	1	LTC
00-01-1100		General Specifications (Generic Specs), Aerial/Platform/TDA	1	LTC
00-01-3000		NO Dealer BIO Details- Use Drop Down to add a 'Dealer' section adds	1	LTC
00-03-1110		Bid (Generic Specs) Drawing	1	LTC
00-03-1212		Pre-Con (Generic Specs) Drawing WITH Pump Panel Approval	1	LTC
00-05-2500		NO Bid Security/Bid Bond	1	LTC
00-06-1000		Performance Bond (Generic Specs)	1	LTC
00-07-2500		NO Warranty Bond	1	LTC
00-08-3100		Single Source Manufacturer (Generic Specs)	1	LTC
00-08-4100		Tag On Order/Cooperative Purchasing Agreement	1	LTC
00-10-0110		3rd Party Testing - Pump/Low-Volt Electrical Cert Test -Aerial-Full Spec	1	LTC
00-10-0120		3rd Party Testing - Aerial Certification	1	LTC
00-13-1100		2 Sets Supplied Component Info, Arl/Pltfrm/TDA (Generic Specs)-English	1	LTC
00-13-2050		{Qty} "As Built" Electrical Schematics-English	1	LTC
00-13-9000		Warning and Information Labels - English	1	LTC
00-30-0510		Apparatus Inspections, Aerials/Platform/TDA	1	LTC
00-30-1100		Factory Pre-construction Conference with Factory Personal	5	LTC
00-30-2005		NO Mid-Construction Inspection Conference	1	LTC
00-30-4000		Final Inspection	5	LTC
00-30-5000		Online Customer Interaction with pump & plumbing (Generic Specs)	1	LTC
00-31-0040		Mandatory Onsite Aerial DEVICE ONLY Demonstration Program (4 Days) -No Amer/Cana	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
00-38-0205		AERIAL APPARATUS DEMONSTRATION, UNITS w/PUMPS	1	LTC
00-38-0300		<i>Pump & Apparatus Operation Familiarization</i>	1	LTC
00-40-0100		Liability Insurance, \$10 mill (Generic Specs)	1	LTC
00-60-1000		General Warranty, -2 Year (Generic Specs)	1	LTC
00-70-0900		10 Year Structural Body Warranty, Aluminum (Generic Specs)	1	LTC
00-80-0500		Paint Warranty - 10 year Prorated, Aluminum (Generic Specs)	1	LTC
00-90-6800		Pump Warranty Waterous (7 year)	1	LTC
00-90-8200		10 Year Plumbing Warranty, (Generic Specs)	1	LTC
00-91-3600		Pro Poly Tank Warranty, (for pre bid specs)	1	LTC
00-91-9100		4 Year Limited Multi-plexed Electrical Warranty, (Generic Specs)	1	LTC
00-92-1000		General Warranty - Aerial Device (Generic Specs)	1	LTC
00-92-1100		Telescopic Waterway Warranty (Generic specs)	1	LTC
00-95-0100		Aerial Apparatus Requirements	1	LTC
00-95-1E50		NO Maximum Overall Length Requirement (Max OAL)	1	LTC
00-95-2E50	S	<i>Maximum Overall Height Approx. 11' 9" +/- 1".</i>	1	LTC
		7/16/25 SPEC' D DIM W/REQUIRED CHASSIS CHANGES FOR INCREASED AOD ads		
00-95-4E00		Maximum Overall Width, (OAW) = 100" (Apparatus Body and Chassis Cab)	1	LTC
00-95-5E00	S	<i>Maximum Wheel Base (226.5)</i>	1	LTC
		7/10/25 DEALER SPEC' D DIM ads		
04-45-0110		<i>Intercom, (Chassis Provided)</i>	1	LTC
04-46-8999		NO Tailboard to Cab Buzzer	1	LTC
04-75-0110		<i>Install Chassis Supplied/Temp Mtd. Footswitches</i>	1	LTC
04-87-0000		Chassis Required Labeling & Miscellaneous Options, English, custom cab	1	LTC
04-87-5000		Apparatus Information Label-English	1	LTC
04-87-6031		Cab Helmet Warning Label (Chassis Supplied-English verbiage)	1	LTC
05-15-0100		Helmet Restraints	1	LTC
05-15-0154		<i>Helmet Restraints -Fire Department Supplied & Installed-</i>	6	LTC
06-20-0002		NO Front Mud flaps Added	1	LTC
06-20-0010		Mud flaps - Rear/Individual (W/Logo)	1	LTC
06-22-0720		Cab Tilt Pendant Control w/Quick Connect -Dischage Panel	1	LTC
06-22-1205		Air Tank Drain Lines -(extended){Pick ejectors with cables in SparCon}	1	LTC
06-43-0750		<i>Wheel Covers -Ship Loose (Chassis Provided)</i>	1	LTC
09-02-0110		<i>Pump Panel Harness for PSG</i>	1	LTC
09-09-0210		<i>Intake Pressure Relief - TFT, All Pumps</i>	1	LTC
09-09-5000		<i>NO Intake Plumbing Extension</i>	1	LTC
26-05-0500		<i>Valve Control-OMNI Controller - NXT</i>	1	LTC
26-10-1250		Discharge Panel Lights (2) 4" Rd, Recessed LED LS & RS	1	LTC
26-10-2520		Pump Location, NXT Aerial	1	LTC
26-10-2920		Pump Mounting, NXT Aerial	1	LTC
26-10-3415		Side Operator's Control, NXT 110' Aerial	1	LTC
26-11-9220		Pump Fwd Access NXT Aerial	1	LTC
26-12-0530	S	<i>Discharge Panel Width - 43"</i>	1	LTC
		6/14/25 SPEC' D DIM ads		

PART NO	S	DESCRIPTION	QTY	ID
26-41-2110		Side Discharge Pump Panels Alum. (Black Line-X) NXT	1	LTC
27-00-0120		Running Board Details, NXT Aerial	1	LTC
27-07-0125		Left - w/ 3/16" Embossed Aluminum Diamond Plate Overlay aerial	1	LTC
27-07-0250		Right - w/ 3/16" Embossed Aluminum Diamond Plate Overlay NXT aerial	1	LTC
27-12-0120		Left Side Under Body - Pull Out Step - "Aluminum Diamond Grip Strut" NXT	1	LTC
27-12-0175		Left Side Pull Out Pump Step - "Aluminum Diamond Grip Strut"	1	LTC
27-18-0000		Under Running Board Illumination	1	LTC
27-18-0005		Left Side Running Board Ground Illumination Lighting	1	LTC
27-18-0010		Right Side Running Board Ground Illumination Lighting	1	LTC
27-18-0100		TecNiq T44 series, 4" Rd LED Lighting	1	LTC
27-18-0100		TecNiq T44 series, 4" Rd LED Lighting	1	LTC
28-10-0390		IC Apparatus Labeling - Deluxe Labels/Bezels, NXT Aerial	1	LTC
28-10-0700		Standard Spartan IC Tags- Grey Background-NO SPEC VERB	1	LTC
28-10-1130		Mirrored Stainless Steel Bezels for Discharges & Inlets NXT Aerial	1	LTC
28-15-0060		PSG - Fire Research Corporation "InControl 300"	1	LTC
28-22-0015		CLASS 1 4.5" Master Gauges LFP-410 Liquid Filled	1	LTC
28-22-0100		-30-400 PSI Scale Reading-Gauge	1	LTC
28-22-0405		Black Markings on white gauge face	1	LTC
28-22-0500		NO LED backlight	2	LTC
28-25-0100		Pump Testing Ports	1	LTC
28-25-0160		Water Tank Gauge Package(s) NXT	1	LTC
28-25-0220		Air Horn -Red Rocker Switch	1	LTC
28-25-0300		NO Gauge - Chassis Fuel/DEF at Pump Panel	1	LTC
28-25-0500		NO Pump Hour Meter	1	LTC
28-50-0130		IC 14 Light Tank Gauge - operator's panel	1	LTC
28-51-0010		Chassis Includes (2) Water Gauges-Custom Chassis Only	1	LTC
53-30-1380		18" Handrail, knurled Alum/LED - @ Pump Operator's Position	1	LTC
58-60-0005		Light Activation - Park Brake	1	LTC
70-20-2310		(2) Pump/Plumbing Work Lights (4" LED)	1	LTC
08-21-0040		Waterous Pump, CSU, 1500 GPM (s/s) NXT	1	LTC
08-21-0105		CSU Verbiage (std w/ F. P. impeller)	1	LTC
09-01-05N0		Master Drain - Turn - Trident (NXT)	2	LTC
09-09-5000		NO Intake Plumbing Extension	1	LTC
09-09-5000		NO Intake Plumbing Extension	1	LTC
09-23-0005		Pump Packing	1	LTC
09-24-0020		Pump shift (Chassis Provided)	1	LTC
09-38-0100		Trident Air Primer -Single Primer Actuation	1	LTC
09-38-0305		Push Button Primer Control	1	LTC
09-38-3100		NO Thermal Relief Valve (All brands universal)	1	LTC
09-70-0010		Pump Cooling/Circulation Line	1	LTC
09-70-0420		(Qty 2) Pump Anodes - discharge and suction	1	LTC
09-71-0010		NO Manual Override for Pump Shift Provided	1	LTC
09-72-0100		Paint Pump	1	LTC
09-73-0100		Paint Plumbing-Piping and valves	1	LTC
09-73-0200		Lower Job Color	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
09-73-0200		Lower Job Color	1	LTC
10-12-0120		6" Inlets w/ Short Tubes NXT	1	LTC
10-12-1220		6" Inlet LEFT SIDE w/ Short Tube NXT	1	LTC
10-12-1230		6" Inlet RIGHT SIDE w/ Short Tube NXT	1	LTC
10-21-6010		(1) Akron Electric Wafer Valve (Inside Panel) NXT	1	LTC
10-21-6010		(1) Akron Electric Wafer Valve (Inside Panel) NXT	1	LTC
10-21-8010		Electric Valve Control-on OMNI Display(s)	1	LTC
10-21-8010		Electric Valve Control-on OMNI Display(s)	1	LTC
10-24-8100		Auxiliary Gated Intake Pressure Relief - TFT	1	LTC
10-24-8100		Auxiliary Gated Intake Pressure Relief - TFT	1	LTC
10-24-9000		Electric Valve Manual Override Crank Control	1	LTC
10-24-9000		Electric Valve Manual Override Crank Control	1	LTC
10-25-1000		6" Long Handled, Chrome Plated Cap-(Logo)-	1	LTC
10-25-1000		6" Long Handled, Chrome Plated Cap-(Logo)-	1	LTC
12-09-1020		Plumbing Specs - Stainless Steel, -NXT Aerial	1	LTC
12-09-1250		Plumbing Line Protection	1	LTC
12-10-1335		Manual Drains Innovative Controls Lift Handle	1	LTC
12-11-0020		NO Foam System, Aerial/Platform/TDA	1	LTC
14-05-0000		NO Front Suction	1	LTC
14-10-0110		2.5" Left Side Inlet NXT Aerial	1	LTC
14-10-0520		2.5" Right Side Inlet NXT Aerial	1	LTC
14-30-0210		Akron Electrically Actuated Valve - 2.5" - NXT Aerial	1	LTC
14-30-0210		Akron Electrically Actuated Valve - 2.5" - NXT Aerial	1	LTC
14-33-0050		OMNI Electric Valve Control	1	LTC
14-33-0050		OMNI Electric Valve Control	1	LTC
14-45-0005		2.5" Side Inlet Piping	1	LTC
14-45-0005		2.5" Side Inlet Piping	1	LTC
14-55-1000		Term: 2.5" NPT x 2.5" NST adapt w/Plug	1	LTC
14-55-1000		Term: 2.5" NPT x 2.5" NST adapt w/Plug	1	LTC
14-75-0310		Side Inlet to be located in rearward position	1	LTC
14-75-0310		Side Inlet to be located in rearward position	1	LTC
15-05-0130		(Qty 1) 2.5" Left Side Discharge NXT Aerial	1	LTC
15-05-0130		(Qty 1) 2.5" Left Side Discharge NXT Aerial	1	LTC
15-05-0650		(Qty 1) 2.5" Right Side Discharge NXT Aerial	1	LTC
15-05-1130		(Qty 1) Side 4" Master Discharge-Right Side NXT Aerial	1	LTC
16-18-0110	S	(3) Aluminum Speedlay Trays /.188 w/DA finish/Removable 6/15/25 WIDER TRAYS REQUIRED ads	1	LTC
16-20-1160	S	Speedlays, Front of Body, Internal -REMOVABLE TRAYS- NXT 6/14/25 SPEC' D DIM ads	1	LTC
16-20-1205	S	{Qty} Speedlay - 1.75"-250' 6/14/25 DEALER SPEC' D CAPACITY ads	2	LTC
16-20-1405	S	{Qty} Deadlay - 3" x 300' 6/14/25 DEALER SPEC' D SIZE, CAPACITY & CHANGED TO DEADLAY ads	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
16-23-0020		<i>(1) Front Discharge (front bumper chicksan) NXT</i>	1	LTC
16-25-0220		<i>Aerial Feed - Pump & Rear Inlet/Discharge Waterway - NXT</i>	1	LTC
16-30-0050		Akron Electrically Actuated Valve - 2" - NXT	2	LTC
16-30-0050		<i>Akron Electrically Actuated Valve - 2" - NXT</i>	1	LTC
16-30-0160		Akron Electrically Actuated Valve - 2 1/2" - NXT	1	LTC
16-30-0160		Akron Electrically Actuated Valve - 2 1/2" - NXT	1	LTC
16-30-0160		<i>Akron Electrically Actuated Valve - 2 1/2" - NXT</i>	1	LTC
16-30-0330		<i>Akron Electrically Actuated Valve - 4"</i>	1	LTC
16-30-0340		3" Akron Electrically Actuated Valve - 4" Disch. threads - NXT	1	LTC
16-30-0405		<i>Butterfly Valve Provided with Aerial Device</i>	1	LTC
16-44-0110		2" Discharge Plumbing (x-lays, speedlays)	2	LTC
16-44-0450	S	<i>2" Discharge Plumbing (1 1/2" fbd)-1/2 CHASSIS PROVIDED</i> 6/14/25 DEALER SPEC' D MANUAL DRAIN(S) ads	1	LTC
16-44-0510		2 1/2" Discharge Piping (side discharges)	1	LTC
16-44-0510		2 1/2" Discharge Piping (side discharges)	1	LTC
16-44-0510		<i>2 1/2" Discharge Piping (side discharges)</i>	1	LTC
16-44-1130		3" Discharge Piping NXT	1	LTC
16-44-2210		<i>4" Discharge Piping (aerial feed/pump/rear inlet/discharge waterway)</i>	1	LTC
16-45-0105		<i>Air Blowout for Front Bumper Discharge</i>	1	LTC
16-50-1000		Term: 2" NPT x 1.5" NST Brass Chicksan (no cap)	2	LTC
16-50-1010		<i>Term: 2" NPT x 1.5" NST SST Chicksan (on grav. shield) (no cap)</i>	1	LTC
16-52-1100		Term: 2.5" NST x 2.5"NST x 2.5"NST Chrome Elbw w/cap	1	LTC
16-52-1100		Term: 2.5" NST x 2.5"NST x 2.5"NST Chrome Elbw w/cap	1	LTC
16-52-1100		<i>Term: 2.5" NST x 2.5"NST x 2.5"NST Chrome Elbw w/cap</i>	1	LTC
16-53-6000		<i>Term: 4" NPT x 5" Storz elbw w/cap</i>	1	LTC
16-53-6050		<i>Term: 4" NST x 5" Storz Elbw w/cap (aerial inlet)</i>	1	LTC
16-60-0050		<i>NO GAUGES-PRESSURE READING SELECTED WITH INDIV DISCHARGE PKGS</i>	8	LTC
16-60-0360		<i>{Qty} Innovative Controls Inc., TC series, 2.5" Gauge (Aerial Waterway Feed)</i>	1	LTC
16-60-5000		NO GAUGE HEATERS	1	LTC
16-61-0115		<i>(1) Gauge for Aerial Feed at Inlet</i>	1	LTC
16-61-9160		<i>NO Gauge Required (Pressure Readout on OMNI Controller)</i>	1	LTC
16-61-9160		<i>NO Gauge Required (Pressure Readout on OMNI Controller)</i>	1	LTC
16-61-9160		<i>NO Gauge Required (Pressure Readout on OMNI Controller)</i>	1	LTC
16-61-9160		<i>NO Gauge Required (Pressure Readout on OMNI Controller)</i>	2	LTC
16-61-9160		<i>NO Gauge Required (Pressure Readout on OMNI Controller)</i>	1	LTC
16-61-9160		<i>NO Gauge Required (Pressure Readout on OMNI Controller)</i>	1	LTC
16-62-0100		<i>0-400 PSI Scale Reading-Gauge</i>	1	LTC
16-62-0400		<i>Black Markings on white gauge face</i>	1	LTC
16-62-0500		<i>NO LED backlight</i>	1	LTC
16-62-0600		<i>NO BEZELS for Gauges</i>	1	LTC
16-70-0210		Speedlay Rollers -along bottom edge-	1	LTC
16-75-0010		<i>Locate FBD on Top Right Front of Gravelshield</i>	1	LTC
16-75-0210		<i>Chicksan Guard- Aluminum Diamond Plate Finish</i>	1	LTC
18-61-0000		NO Foam Supplied to Discharge	2	LTC

PART NO	S	DESCRIPTION	QTY	ID
18-61-0000		<i>NO Foam Supplied to Discharge</i>	1	LTC
20-00-0100		(Qty 1) Tank to Pump Line - NXT	1	LTC
20-05-0100		Integral Tank to Pump Check Valve	1	LTC
20-10-0150		(Qty 1) 2" Tank Re-fill Line - NXT	1	LTC
20-26-0130		Akron Electrically Actuated Valve - 2" - NXT	1	LTC
20-26-0345		Akron Electrically Actuated Valve - 3", Tank to Pump NXT	1	LTC
20-37-0106		<i>Akron Navigator Pro 2.0 Electric Cntrlr w/Pressure Only-9335-NO</i>	1	LTC
		<i>Indiv. Dis. Gaug</i>		
20-37-0106	S	<i>Akron Nav Pro 2.0 Elec Cntrlr w/Press Only-9335-NO Indiv. Dis.</i>	1	LTC
		<i>Gauge @ T/T</i>		
		6/14/25 SPEC' D LOCATION ads		
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	2	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
20-38-0410		<i>OMNI Electric Valve Control</i>	1	LTC
33-90-0200	S	<i>Roll-Up Doors (NXT) Speedlay Compts</i>	1	LTC
		6/14/25 REVISED FOR WIDTH INCREASE ads		
37-90-0060		R.O.M (Roll-Up Doors) NXT Speedlays MATCH BODY	1	LTC
37-90-0215		<i>Compartment Doors, track & trim wet painted</i>	2	LTC
37-90-0250		Speedlay Compartment Lighting	1	LTC
37-91-0010		<i>Roll-up door Protector- Natural Finish</i>	2	LTC
37-91-0030		<i>Roll-up door Protectors (speedlay compts) NXT</i>	2	LTC
37-92-0110		<i>Speedlay, Left & Right (roll-up door assist straps)</i>	1	LTC
37-96-0018		Door Open Switch/Warning Light - Roll Up Door ROM (Two)	1	LTC
37-98-0010		Brushed Stainless Steel Sill Plates	2	LTC
53-30-1390		<i>(2) 8" Handrails, knurled Alum/LED - Speedlays</i>	1	LTC
70-30-1115		<i>(Qty) Mid Height Compts- (2) ROM Strip LED Lights</i>	2	LTC
30-01-0060		Formed .125 Aluminum Body Material Construction, NXT Aerial	1	LTC
30-12-0120		Painting/Finish Specifications - Aluminum, Tandem Axle	1	LTC
		Aerial/Platform - PPG		
30-12-1010		Body Paint - Single - Aerial, Platform	1	LTC
30-12-7000		Body Paint color to be (Must Specify)	1	LTC
30-13-1030		Compt. Line-X Finish, Alum - T/A Aerial Body	1	LTC
30-13-2030		<i>Line-X Medium Gray Color</i>	1	LTC
30-20-1260		Aerial Body Mounting	1	LTC
30-30-1000		Body Width to be 98"	1	LTC
30-31-0120		Compartment Drains (LT Std.)	1	LTC
30-31-5005		Compartment Filter Vent System, Aerials	1	LTC
36-20-0250		<i>2695-2 Narrow Hosebed/Shallow Upper Compt both sides, 110' - (1)</i>	1	LTC
		<i>T/T STEP</i>		
36-31-0040	S	<i>Hinged Doors - C24/34R110 w/Rescue Compt's Both Sides - Single</i>	1	LTC
		<i>TT Step</i>		

PART NO	S	DESCRIPTION	QTY	ID
6/14/25 HINGED DOORS ON ALL EXCEPT L2 ads				
36-32-0060	S	<i>Roll-Up Door - L2 Compartment ONLY</i> 6/14/25 SPEC' D L2 ONLY ads	1	LTC
37-05-0005		<i>Rear Ladder Compartment Door, satin finish</i>	1	LTC
37-90-0010		<i>R.O.M (Roll-Up Doors)</i>	1	LTC
37-90-0215		<i>Compartment Doors, track & trim wet painted</i>	1	LTC
37-91-0010		<i>Roll-up door Protector- Natural Finish</i>	1	LTC
37-91-0040		<i>Roll-up door Protectors (qty.)</i>	1	LTC
37-92-0020		<i>Body Side (door assist straps)</i>	6	LTC
37-92-0020		<i>Body Side (door assist straps)</i>	1	LTC
37-96-0005		<i>Door Open Switch/Warning Light - Hinged Doors (single compt)</i>	11	LTC
37-96-0015		<i>Door Open Switch/Warning Light - Roll Up Door ROM (Single)</i>	1	LTC
37-98-0010		<i>Brushed Stainless Steel Sill Plates</i>	11	LTC
38-05-0060		<i>Compartment Lighting, Aerial, TDA</i>	1	LTC
38-10-0410		<i>NO Rear Lighting Deck</i>	1	LTC
38-10-0460	S	<i>NO Tailboard - Flat Back - Aerial 11 Degree AOD *REQUIRES</i> CHASSIS CHANGES 7/11/25 SPEC' D 11 DEGREES AOD WITH CHASSIS RECOMMENDED RAYDAN SUSP & TIRE CHANGES ads	1	LTC
39-01-0340		<i>Wheel Wells, Aerial-C24/34R110-STD Height (34") wheel panels</i>	1	LTC
39-03-0140		<i>Wheel Well panels to be painted, Aerial, Platform-Tandem</i>	1	LTC
39-15-0035		<i>Rear Fenderettes to be Polished Stainless (Tandem)</i>	1	LTC
50-15-0850		<i>Narrow Hose Bed, Rear Access Only, -Left & Right Side- C24/34R110</i>	1	LTC
50-30-0060	S	<i>Dealer provided Hose Restraints</i> 6/14/25 DEALER PROVIDED ads	1	LTC
51-05-0015		<i>Vertical Unistrut (ALL-except over outrig) Body Side Compartments, Aerial/Platfo</i>	1	LTC
51-06-0000		<i>NO Horizontal Unistrut</i>	1	LTC
52-13-1300		<i>NO Fixed Vertical Side Compartment Dividers</i>	1	LTC
52-15-0010		<i>NO Protective Matting-Compartment Floors</i>	1	LTC
52-16-0050		<i>Shelving Package, Aerials</i>	1	LTC
52-16-0115		<i>NO AUX Upper Shelving in compartments (this includes overwheel compartments)</i>	1	LTC
52-16-0145		<i>NO AUX Lower Shelving in compartments</i>	1	LTC
52-16-0210		<i>{QTY} Full Width x Half Depth - Upper Shelf *ADD LOCATIONS W/ PKG OPT IND</i>	4	LTC
52-16-0410		<i>{QTY} Full Width x Full Depth-Lower Shelf***ADD LOCATIONS W/ PKG OPT INDICATOR</i>	4	LTC
52-17-0300		<i>NO Upper Shelf Depth Modifications-SELECT FOR WALL MNT TOOL BOARDS</i>	4	LTC
52-22-0030		<i>Roll-Out Tray Package- Aerials</i>	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
52-22-0110		<i>NO Auxiliary Floor Mount Roll Out Trays</i>	1	LTC
52-22-0205		<i>NO Adjustable Mount Roll Out Trays</i>	1	LTC
52-22-0210		<i>NO Auxiliary Adjustable Mount Roll Out Trays</i>	1	LTC
52-22-0305		<i>NO Roll Out Tilt Trays</i>	1	LTC
52-22-0310		<i>NO Auxiliary Roll Out Tilt Trays</i>	1	LTC
52-24-0105		<i>{Qty} Floor Mount Roll Out Tray-Full Width-SLIDE MASTER-600#/100% Ext</i>	3	LTC
52-24-5010		<i>Twist Lock -Slide Master Slide-</i>	3	LTC
52-24-6010		<i>Silver Wet Painted SlideMaster Slide</i>	3	LTC
52-26-0005		NO Protective Matting-Shelves/Trays (this is all inclusive)	1	LTC
52-26-2000		Shelf & Tray Finish	1	LTC
52-26-3000		<i>NO Tray Reflective Striping (all inclusive of all trays)</i>	1	LTC
52-26-4000		<i>NO Shelf Reflective Striping</i>	1	LTC
52-39-0020		<i>*TOOL BOARD PACKAGE*</i>	1	LTC
52-39-0100		<i>NO Pull-Out Tool Board</i>	1	LTC
52-39-0200		<i>NO Adjustable Swing-Out Tool Board (full depth compartments only)</i>	1	LTC
52-39-0250		<i>NO Fixed Swing-Out Tool Board (half depth compartments only)</i>	1	LTC
52-39-0325		<i>Wall Mounted Tool Boards mounted to brackets -Pac-Trac</i>	2	LTC
52-40-0115		<i>{Qty} L-3 Compartment Axes & Irons</i>	1	LTC
52-40-0120		<i>{Qty} L-4 Compartment RIT</i>	1	LTC
52-40-0125		<i>{Qty} L-5 Compartment Rope Rescue</i>	1	LTC
52-40-0125		<i>{Qty} L-5 Compartment RIT</i>	1	LTC
52-40-0125		<i>{Qty} L-5 Compartment Rope Rescue / Confined space fan</i>	1	LTC
52-40-0210		<i>{Qty} R-2 Compartment Paratech Strut & Hooks</i>	1	LTC
52-40-0210		<i>{Qty} R-2 Compartment Amkus Tools</i>	1	LTC
52-40-0210		<i>{Qty} R-2 Compartment</i>	2	LTC
52-40-0215		<i>{Qty} R-3 Compartment Hi-Rise Pack / Salvage Covers/ Med-Bag</i>	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
52-40-0220		<i>{Qty} R-4 Compartment Hand Tool Kits and Bags</i>	1	LTC
		<i>{Qty} R-5 Compartment Cribbing, air bags, air tools</i>	1	LTC
		<i>{Qty} R-5 Compartment Step Cribbing & Tool Bags</i>	1	LTC
52-41-1005		NO Removable Tool Box, for tools, cribbing, etc...	1	LTC
52-60-0310		<i>SCBA Storage in Wheel Wells, Aerial</i>	1	LTC
52-60-2240		<i>Air Bottle Compts w/safety straps - 3 Lft/4 Rgt</i>	1	LTC
52-60-2320		<i>Polished Stainless Steel Door</i>	5	LTC
52-85-0010		NO SCBA Air Bottle Rack	1	LTC
52-91-0005		NO SCBA Bracket Package	1	LTC
53-00-0200		RUB RAIL PACKAGE - 110 Aerial	1	LTC
53-00-0310		Side Rub Rails - Anodized Aluminum -	1	LTC
53-01-0100		NO Rub Rail Striping	1	LTC
53-01-0100		<i>NO Rub Rail Striping</i>	1	LTC
53-02-0105		<i>Rear Rub Rail - Anodized Aluminum -</i>	1	LTC
53-15-0010		<i>NO Forward Body Folding Steps</i>	1	LTC
53-30-2030		<i>HANDRAILS-Knurled Stainless Steel - RL110 SINGLE T/T ACCESS STEP</i>	1	LTC
53-30-2105		<i>(Single Set) - Knurled Stainless Steel -</i>	1	LTC
54-50-1780		Lower Front overlays matching discharge panels and raw Alum rear overlays	1	LTC
54-75-0030		Compartment Top Overlays - embossed aluminum diamond plate	1	LTC
54-75-1810		Body Roof to be embossed aluminum diamond plate	1	LTC
56-05-2240		<i>Left Side-Rear Fuel Fill Assembly, Aerial</i>	1	LTC
56-05-3010		<i>Painted Stainless Steel Door</i>	1	LTC
56-58-0165		DUAL Tow Eyes, Rear, Below Body (Frame Color)	1	LTC
58-52-0070		<i>(Qty) LED Step Lighting, TechNiq E03 Hooded Light</i>	5	LTC
58-55-0100		<i>TecNiq T44 series, 4" Rd LED Under Access Step Lighting</i>	1	LTC
58-60-0005		<i>Light Activation - Park Brake</i>	1	LTC
61-00-0070		<i>NO Foam Tank(s) Specified</i>	1	LTC
61-00-0100		<i>Pro Poly Tank Verbiage</i>	1	LTC
61-00-0130		<i>Fill Tower & Overflow 3" (Aerial)</i>	1	LTC
61-00-0340		<i>Tank Cleanout, 3" Plug (no valve)</i>	1	LTC
61-00-0450		<i>Tank Outlets Verbiage (Aerials)</i>	1	LTC
61-00-1570		<i>Pro Poly Tank - 500 gal aerial</i>	1	LTC
68-70-0040		<i>Rear Center Aerial Compt / Ladder Storage, C24/34R110, T/A 75'</i>	1	LTC
69-00-2000		<i>Outrigger Controls, Double Outriggers</i>	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
69-00-2240		<i>Outrigger Control Doors, Mirror Finish SSTL</i>	1	LTC
69-00-2570		<i>Auxillary Ground Pad Storage, (4 Pads-2 Slides) Drop In Alum Pan Type</i>	1	LTC
69-00-5100		<i>Mirrored Stainless Steel Outrigger Covers, Double Set</i>	1	LTC
69-02-1170		<i>Single Side Turntable Corner Access Steps, Driver's Side (Rear Mount)</i>	1	LTC
70-30-1000		<i>ROM LED Strip Lighting installed {DLR: SELECT COMPT OPTIONS & QTY'S}</i>	1	LTC
70-30-1120		<i>(Qty) Over wheel Compts - (2) ROM Strip LED Lights</i>	4	LTC
70-30-1140		<i>(Qty) Full Height Compts - (2) ROM Strip LED Lights</i>	5	LTC
70-30-1150		<i>Rear Ladder Compt - (2) ROM Strip LED Lights</i>	1	LTC
70-30-8000		<i>NO Auxiliary Compartment Lighting-mounted across top/RU door protector</i>	14	LTC
70-30-9000		<i>NO Door Liner Lighting-Requires Hinged Doors ONLY option</i>	1	LTC
78-05-0940		<i>(Qty 2) OnScene Access Lights for Aerial Hose bed</i>	1	LTC
78-10-1050		<i>(Qty 2) Hose bed Lights to Illuminate w/ Park Brake</i>	1	LTC
88-00-0200		<i>Undercoating - Body Only</i>	1	LTC
90-08-0020		<i>Ladders, Aerial</i>	1	LTC
90-11-0070		<i>Duo Safety 24' Alum 900A 2 sect</i>	1	LTC
90-11-0120		<i>Duo Safety 35' Alum 1200 2 sect</i>	1	LTC
90-12-0030		<i>Duo Safety 14' Alum 775A roof</i>	1	LTC
90-12-0055		<i>Duo Safety 16' Alum 875DR roof</i>	2	LTC
90-14-0030		<i>Duo 14' Alum 2 section Fresno ladder (model 701-A)</i>	1	LTC
90-14-0060	S	<i>Little Giant Revolution 2.0 Model 17</i>	1	LTC
		6/14/25 SPEC' D MODEL ads		
90-20-0020		<i>Pike Poles (Aerials-Quint & Non Quint)</i>	1	LTC
90-20-01FH		<i>Fire Hooks Unlimited Hooks, Pikes & Poles</i>	1	LTC
90-21-1410		<i>Fire Hooks (Qty) RH-12 (NY Roof Hook/Fiberglass)</i>	1	LTC
90-21-1420	S	<i>Fire Hooks (Qty) RH-8' (NY Roof Hook/fiberglass)</i>	1	LTC
		6/14/25 SPEC' D HANDLE ads		
90-21-1425	S	<i>Fire Hooks (Qty) RH-6' (NY Roof Hook/fiberglass)</i>	1	LTC
		6/14/25 SPEC' D HANDLE ads		
70-01-0060		<i>Multiplex Body Low Voltage Electrical System, Aerial (Quint/Non Quint)</i>	1	LTC
70-02-0010		<i>Custom Chassis is Multiplex</i>	1	LTC
70-05-0405		<i>Multiplex Display Screen Layout Approval</i>	1	LTC
70-36-1910		<i>Underbody Lights (6) - Side front & rear body compts/Rear of Apparatus</i>	1	LTC
70-36-4010		<i>TecNiq T44 Series, 4" Rd LED Underbody Lights</i>	6	LTC
70-37-0020		<i>Underbody Perimeter Light Activation-Match Chassis Programming</i>	1	LTC
72-2A-0020		<i>Whelen Upper Lighting Package, Aerial</i>	1	LTC
72-2A-0110		<i>Upper Zone A-Whelen, Aerial/Platform</i>	1	LTC
72-2A-0130		<i>Lightbar (Chassis Provided)</i>	1	LTC
72-2M-0020		<i>Upper Zone C Warning-Whelen</i>	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
72-2M-0145		Zone C (2) Whelen L31HRFN LED Beacons-Red LED/Red Domes	1	LTC
74-2A-2010		Whelen Lower LED Lighting Package (Aerial)	1	LTC
74-2B-0005		Lower Zone A Warning -Whelen	1	LTC
74-2B-0010		Lower Zone A Warning (Chassis Provided)	1	LTC
74-2F-2020		Lower Zone B&D Warning -Whelen Aerial	1	LTC
74-2F-2130		Zone B&D - Whelen M6V2 Series Super-LED	4	LTC
74-2J-0100		Lower Zone C Warning -Whelen	1	LTC
74-2J-0140		Zone C - (2) Whelen M6 Series Super-LED	1	LTC
75-01-0010		Upper Zone C NO Stanchions provided	1	LTC
75-02-1000		Lightbar switched -chassis provided	1	LTC
75-02-1430		Upper Rear Lights Switched w/E-Master & Secondary Switch (Vista Display)	1	LTC
75-05-0205		Side Lights Standard Flash	4	LTC
75-05-0405		Rear Lights Standard Flash	1	LTC
75-10-0350		Side Lights are Red with Red/Clear Lenses	4	LTC
75-10-0610		Rear Lights are Red with Clear Lenses	1	LTC
75-15-0015		Side Lights located- (1) Ea Outtrigger panel	1	LTC
75-18-0002		Lower Front Lights switched -chassis provided	1	LTC
75-18-0120		Lwr Side Lights Switched w/E-Master & Secondary Switch (V-Mux Display)	1	LTC
75-18-0220		Lwr Rear Lights Switched w/E-Master & Secondary Switch (V-Mux Display)	1	LTC
75-20-0315		Whelen Super LED Stop/Turn/BU Assembly, (M6-Series)	1	LTC
75-20-0400		Rear DOT Lights Colored Lenses	1	LTC
75-20-0800		Individual Warning Light Bezel Mounts	1	LTC
75-20-0810		Individual Bezel Mounts	1	LTC
75-20-1010		Chrome Finish Bezel	1	LTC
75-20-1010		Chrome Finish Bezel	1	LTC
75-20-1010		Chrome Finish Bezel	4	LTC
75-21-0010		Backup Lights to illuminate in reverse only	1	LTC
75-24-0020		TecNiq S17 series RED DOT Lighting - (9 total LED)-center lights low at rear	1	LTC
75-25-0185		(2) TecNiq S17 series Intermediate Amber Lights (Req. for apparatus >30')	1	LTC
75-25-0200		Intermediate Turn Signals (mid turn, flash with turn signal)	1	LTC
75-26-0010		(2) Side Britax Marker Lights (Stalk Mount)	1	LTC
75-30-0010		NO Auxiliary Turn Indicator Lights	1	LTC
76-29-0005		NO Body Side Back Up Lights	1	LTC
76-30-0010		NO Rear Directional Lighting	1	LTC
77-00-0070		Chassis Provided Rear View Camera System	1	LTC
77-01-0040		Chassis Provided 360 Degree View Camera System, LS/RS/Rear of body	1	LTC
77-06-0000		NO Rear Body Collision Avoidance System	1	LTC
78-40-0005		NO 12-Volt Accessory Power	1	LTC
78-43-0060		NO 12 Volt Scene Lighting Over Rear Outtrigger	1	LTC
78-43-0110		Rear 12 Volt Scene Lights Located on Top Rear of Body	1	LTC
78-45-0110		NO 12 Volt Scene Lights on Rear Body Bulkhead	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
78-50-1005	S	(2) 12 VDC Scene lights, top of body above L3 & R3 Compt. 7/11/25 DEALER LOCATED ads	1	LTC
78-51-1140	S	Fire Tech FT-BG2SR-D90-48 Series- 12v -LED 48" - Combo 7/11/25 SPEC' D BG2S SERIES BROW LIGHTS ads	2	LTC
78-53-0280		Whelen Micro Pioneer LED Work/Scene Lights	2	LTC
80-05-0005		NO Generator	1	LTC
80-80-0000		NO Line Voltage Outlets (120V/Shorepower)	1	LTC
82-60-2000		Body Side Scene light(s) switched with chassis side lights	1	LTC
82-60-3525		Rear Scene light(s) switched with reverse (stationary)	1	LTC
82-80-0210		NO Light Switch on the Lighthouse(s)	1	LTC
87-06-1290		Black Housing	2	LTC
87-06-5120		Black Housing	2	LTC
87-06-5130		Chrome Finish Cover	2	LTC
00-95-0500		NO Hydraulic Generator on Apparatus	1	LTC
85-00-0050		Aerial Information (4-section 110) 750# Tip	1	LTC
85-00-0320		General Information (4-section ladder)	1	LTC
85-02-0030		Intent of Specifications (C34R110 - 750 lb. tip load)	1	LTC
85-02-0200		General Specifications	1	LTC
85-02-0210		Aerial Device Mounting (Rear Mount)	1	LTC
85-02-0320		Height and Reach (110' - 750 lb. tip load)	1	LTC
85-02-0450		Weldment and Fixtures	1	LTC
85-02-0500		Certification and Testing	1	LTC
85-04-0040		110' Rear Mount Aerial - C34R110 (750 lb. tip load)	1	LTC
85-04-0210		Aerial Painting/Finish Specifications	1	LTC
85-04-0240		Aerial Device Paint	1	LTC
85-04-0250		Torque Box Paint	1	LTC
85-04-0390		Sign Panel Paint	1	LTC
85-04-0410		Ladder Egress Natural Stainless Steel Finish	1	LTC
85-04-0800		Job Color	1	LTC
85-04-0800		Job Color	1	LTC
85-04-0800		Job Color	1	LTC
85-04-1030		Special Color (must specify)	1	LTC
85-04-1050	S	Special Metallic Color (Charcoal FLNA95531-3389) 7/10/25 DEALER SPEC' D METALLIC COLOR & CODE ads	1	LTC
85-10-0020		Hydraulic System, Aerial Ladders	1	LTC
85-10-0100		Hot Shift PTO - Chassis Supplied - No Generator	1	LTC
85-10-0130		Outtrigger/Aerial Interlock	1	LTC
85-10-0160		Hydraulic Reservoir, Aerial Ladders	1	LTC
85-10-0290		Hydraulic Filtration	1	LTC
85-10-0300		Pressure Filter	1	LTC
85-10-0310		Return Filter	1	LTC
85-10-0400		Emergency Pump, 12-volt Electric - Single -	1	LTC
85-10-0520		Outtrigger System Control Valves, H-Style O/R	1	LTC
85-10-0550		Aerial Ladder System Control Valves	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
85-10-0600		Hydraulic System Plumbing	1	LTC
85-10-0710		Aerial Hydraulic Pump - Single Drive No Hyd. Gen	1	LTC
85-12-0100		Elevation System (Aerial)	1	LTC
85-12-0200		Elevation Interlock Safety System	1	LTC
85-12-0220		Aerial Extension/Retraction System (4-section ladder)	1	LTC
85-12-0400		Extension Indicator	1	LTC
85-12-0470		Red Reflective Extension Markers	1	LTC
85-12-0500		Ladder Slide Mechanism (Slide Pads)	1	LTC
85-12-0600		Cable and Hose Routing (Aerial)	1	LTC
85-14-0200		Rotation System IQAN	1	LTC
85-14-0250		Rotation Safety System IQAN	1	LTC
85-17-0100		Aerial Control System, I-QAN Classic *****	1	LTC
85-24-0030		**Torquebox & Outrigger Components** C34R110, 14 Ft Spread	1	LTC
85-26-0220		Torque Box , 110' Rear Mount	1	LTC
85-28-0040		**Outrigger Warning System** (110' Rear Mount)	1	LTC
85-28-0200		Deployment Alarm	1	LTC
85-28-0240	S	Outrigger Beam Chevron Reflective Striping (double set)	1	LTC
		7/10/25 DEALER SPEC' D COLORS ads		
85-30-0020		Turntable/Turntable Deck (110' Rear Mount)	1	LTC
85-32-0010		Full Turntable	1	LTC
85-32-0160		Dual Turntable Deck Access with Mansaver Bar	1	LTC
85-32-0300		Turntable Alignment Indicator	1	LTC
85-34-0010		Hydraulic, Electric and Water Swivel	1	LTC
85-36-0080		**Aerial Ladder Components** (110' Rear Mount)	1	LTC
85-36-0210		Aerial Travel Support (Rear Mount)	1	LTC
85-36-0310		NO Travel Support Illumination	1	LTC
85-36-0410		Serrated Rubber Rung Covers	1	LTC
85-38-0030		Aerial Ladder Section Construction (4 section)	1	LTC
85-38-0220		Aerial Ladder Section Dimensions (4 section)	1	LTC
85-38-0420		Ladder Egress (Short)	1	LTC
85-40-0410		Folding Steps on Fly Section, (1) Pair	1	LTC
85-42-0110		**Aerial Waterway Components** (110' 750lb tip-Rear Mount)	1	LTC
85-44-0060		Outriggers, C34R110, 14' Spread, H-Style	1	LTC
85-48-0070		Extension Cylinder Description	1	LTC
85-50-0010		Jack Cylinder Description	1	LTC
85-50-0100		Outrigger Beam Paint	1	LTC
85-52-0010		Outrigger/Downrigger Pads	1	LTC
85-52-0020		Aluminum Aux. Outrigger Pads	4	LTC
85-54-0010		Aerial/Outrigger Interlock System	1	LTC
85-54-0110		(4) Rope Anchor D-Rings, Outrigger	1	LTC
86-06-0075		Aerial Waterway System (pump/rear inlet supplied/rear discharge RM110)	1	LTC
86-12-0010		Waterway Friction Loss	1	LTC
86-12-0200		Telescoping Waterway (4-section) (Aerial) IQAN Classic System *****	1	LTC
86-14-0100		IQAN Aerial Waterway Flow Meter & Pressure Readouts	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
86-16-0200		Moveable Waterway Locking System IQAN CLASSIC SYSTEM	1	LTC
86-16-0530		Aerial Water System (110' Rear Mount)	1	LTC
86-18-0300		<i>Electric Butterfly Valve below Turntable Swivel</i>	1	LTC
86-20-0200		<i>TFT Monsoon Remote Controlled Electric Monitor (Aerial)</i>	1	LTC
86-22-0320		<i>TFT Master Stream 1250 Electric Nozzle</i>	1	LTC
86-24-0030		<i>Stacked Tips (Aerial Tip)</i>	1	LTC
86-24-0060		<i>Shaper Tube (Aerial tip mounted)</i>	1	LTC
86-26-0250		<i>TFT #XF-SS5-NN, Shaper Tube, 5" Lg</i>	1	LTC
86-26-0300		<i>TFT#MST-3NJ, Triple Stacked Tips</i>	1	LTC
86-50-0040		Load Capacities (C34R110)	1	LTC
86-50-0540		Ladder Capacities, No Wind Dry (C34R110)	1	LTC
86-50-0550		Ladder Capacities, No Wind Charged (C34R110)	1	LTC
86-50-1020		Operation on Grades (110' Aerial Rear-mount 750#)	1	LTC
86-52-0140		<i>Outrigger Control Stations w/Auto Level</i>	1	LTC
86-52-0150		<i>Outrigger Button Controls</i>	1	LTC
86-54-0010		Aerial Control Station IQAN Classic Control System *****	1	LTC
86-55-0030		<i>Control Pedestal - Painted Finish</i>	1	LTC
86-56-0100		Control Console Lid - Black Linex Finished	1	LTC
86-56-0210		Manual Ladder Function Controls	1	LTC
86-57-0100		Turntable Control Console (RM Ladder, Driver's side) IQAN CLASSIC SYSTEM	1	LTC
87-00-0010		MULTIPLEXED CHASSIS PROVIDED	1	LTC
87-00-0040		<i>Air Horn Button at T/T Control Console</i>	1	LTC
87-00-0050		Aerial PTO Hour Meter (Chassis Provided)	1	LTC
87-00-0065		Aerial "Run Time" Hour Display IQAN Control System	1	LTC
87-00-0080		Engine High Idle Actuator	1	LTC
87-00-0130		Outrigger Lighting and Visibility (double outriggers) RL	1	LTC
87-00-0160		Outrigger Ground Lights, LED (4 lights)	1	LTC
87-00-0290		TecNiq T44 Series, 4" Rd LED	4	LTC
87-02-0010		Communication System (Aerial Two/Three Position)	1	LTC
87-02-0050		Fire Research ICA 910 (ACT) Intercom, Two Position System	1	LTC
87-02-0310		LED Outrigger Warning Lights	4	LTC
87-02-0400		Outrigger Light Switching	1	LTC
87-04-0070		<i>Aerial Tip Locator Lights</i>	1	LTC
87-04-0160		<i>Whelen WION Series LED</i>	2	LTC
87-04-0240		<i>Red</i>	2	LTC
87-06-0000		Aerial Spot Lights	1	LTC
87-06-0020		Tracking Lights on Rear Base Handrails	1	LTC
87-06-1005		(2) 12VDC Tip Lights	1	LTC
87-06-1280		<i>White Housing</i>	2	LTC
87-06-1280		<i>White Housing</i>	2	LTC
87-06-2000		<i>Fire Tech FT-WL-X-9-FT SH2 series, 12VDC LED Scene Lights</i>	2	LTC
87-06-2000		<i>Fire Tech FT-WL-X-9-FT SH2 series, 12VDC LED Scene Lights</i>	2	LTC
87-06-4030	S	<i>Red/White LED Lighting</i>	1	LTC
		6/14/25 WHITE TIP ads		
87-08-0070		(5) Turn Table Work Lights, TecNiq, LED	1	LTC

PART NO	S	DESCRIPTION	QTY	ID
87-08-0240		<i>Ladder Rung Illumination - LED (4-Section Ladder)</i>	1	LTC
87-10-0020		<i>No Aerial 110-Volt Electrical System Provided</i>	1	LTC
		AERIAL EQUIPMENT AND EXTRAS		LTC
92-12-0010		AERIAL EQUIPMENT (rear mount 110' ladder)	1	LTC
92-12-0400		Aerial Information Specification Plate	1	LTC
92-12-0500		Apparatus Level Indicator (Side to Side)	2	LTC
92-12-0520		Apparatus Level Indicator (Fore/Aft)	1	LTC
92-14-0340		<i>Single (13" x 120") Sign Panel, (for use with Stokes Box as sign panel)</i>	1	LTC
92-14-0400		No Special Torquing Tool Set Provided	1	LTC
92-14-0450		Aerial Filter & Lube Set	1	LTC
92-14-0500		No Axe Mounting Brackets in Fly Section	1	LTC
95-16-2025		<i>Mounted Same Side as Control Console</i>	1	LTC
95-20-0500		No Pike Pole Mounting Brackets in Fly Section	1	LTC
95-30-0500		No Ladder Mounting Brackets in Fly Section	1	LTC
95-32-1000		<i>Roof Ladder Mounting Brackets outside Base Section</i>	1	LTC
95-32-1020	S	<i>Mounting Brackets for 16' Roof Ladder outside Base Section</i>	1	LTC
		6/14/25 DEALER SPEC' D DIM ads		
95-50-1250		<i>Stokes Box Mtg - Opposite Side of Console</i>	1	LTC
95-50-1400		<i>Stokes Basket Storage Box - Base Ladder, painted</i>	1	LTC
95-60-1000		<i>Load Lifting/Rappelling Eyes on Fly Section</i>	1	LTC
95-62-1000		<i>Rescue Rope Roller Assembly</i>	1	LTC
88-20-0000		=LETTERING & STRIPING / PDF=	1	LTC
88-20-0010		Striping-Reflective	1	LTC
88-20-0040		Reflective Stripe - Spartan Emergency Response Supplied & Installed	1	LTC
88-20-0170		<i>Reflective Stripe - 1" x 6" x 1"</i>	1	LTC
88-20-0310		<i>Straight Line Stripe to Incorporate 'Z' Pattern on Body</i>	1	LTC
88-22-0140		<i>Stripe to be Black</i>	1	LTC
88-24-0030	S	<i>1/2" Border 22k Sign Gold Striping- Upper/Lower 1" Striping</i>	1	LTC
		6/14/25 DEALER REQUESTED UPPER & LOWER STRIPE EDGING ads		
88-24-0100		NO Stripe Edging	1	LTC
88-26-0100		NO Corner Scrolls	1	LTC
88-28-0010		Diamond Grade Retro-reflective Chevron Striping (REAR) Aerial	1	LTC
88-28-0100		NO Chevron Striping On Front Bumper	1	LTC
88-28-3520		<i>Striping to be Red/Black</i>	1	LTC
88-30-0010		Body Lettering	1	LTC
88-30-0300		<i>22k Sign Gold - Body/Cab - max 60 letters-3"</i>	1	LTC
88-32-0000		Aerial Lettering	1	LTC
88-32-0050		<i>22k Sign Gold Lettering - Aerial - max 60 letters - 10"</i>	1	LTC
88-32-0100		NO Auxiliary Lettering-Body	1	LTC
88-32-0110		NO Additional Lettering-Body	1	LTC
88-34-0010		Decals (Spartan will NOT install Fire Department/Dealer provided decals)	1	LTC
88-34-0040		<i>Spartan Emergency Response Installed Decals</i>	1	LTC

[illegible]



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Missy Hutcheson, Human Resources Director
SUBJECT: **Compensation and Classification Consultant Agreement – McGrath Human Resources Group, Inc.**

RECOMMENDATION:

Staff recommends that City Council approve an agreement with McGrath Human Resources Group, Inc., pursuant to RFP 25-09, to provide compensation and classification consulting services for the City. Staff recommends approval of a budget adjustment to cover the cost of a comprehensive classification and compensation project.

BACKGROUND:

Request for Proposal (RFP #25-09) was issued to secure a qualified consultant to perform a citywide compensation and classification study. The City received nine proposals. Following a thorough review and interview process, the selection committee unanimously recommended McGrath Human Resources Group, Inc.

The selection committee included:

- Missy Hutcheson, HR Director
- Michele Bechhold, Assistant HR Director
- Mike Reynolds, Police Chief
- Brad Hardin, Fire Chief
- Steve Dotson, CFO
- Kevin Springer, Budget Director
- Chris Brown, Public Works Director
- Peter Nierengarten, Environmental Director

DISCUSSION:

This compensation project is a critical step in ensuring the City's pay practices remain equitable, competitive, and fiscally responsible while strengthening our ability to recruit, retain, and engage a high-performing workforce.

The scope of work includes:

- Review and update of the City's compensation philosophy
-

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

- Classification and compensation analysis for approximately 350 positions
- External market comparison using data from peer municipalities
- Compression analysis, internal equity review, and benefit benchmarking
- Development of updated compensation structures and implementation cost modeling
- Training and support for HR staff to sustain the system long-term
- Final reports and presentations to City leadership, employees, and elected officials

McGrath's proposal includes a collaborative, data-driven approach tailored to the City's needs and fiscal realities. The anticipated project timeline is seven months.

BUDGET/STAFF IMPACT:

The total initial project cost will not exceed \$171,500.00, which includes \$153,500.00 for professional services and deliverables, plus up to \$18,000.00 for travel expenses. Staff recommends approval of a corresponding budget adjustment to fully fund the project.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFP 25-09, Appendix A - Fee Schedule, 6. RFP 25-09, Appendix B - City Issued RFP, 7. RFP 25-09, Appendix C - McGrath's Proposal, 8. RFP 25-09 Contract Signed by McGrath 8.6.25

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 #: 2025-1481

A RESOLUTION TO AWARD RFP 25-09 AND AUTHORIZE A CONTRACT WITH MCGRATH HUMAN RESOURCES GROUP, INC. IN THE AMOUNT OF \$171,500.00 TO PROVIDE COMPENSATION AND CLASSIFICATION CONSULTING SERVICES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, a city-wide compensation and classification project is a critical step in ensuring the City's pay practices remain equitable, competitive, and fiscally responsible while strengthening the City's ability to recruit, retain, and engage a high-performing workforce; and

WHEREAS, the project scope includes classification and compensation analysis for approximately 350 positions; external market comparison using data from peer municipalities; compression analysis, internal equity review, and benefit benchmarking; development of updated compensation structures and implementation cost modeling; training and support for HR staff to sustain the system long-term; and final reports and presentations to City leadership, employees, and elected officials.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 25-09 and authorizes Mayor Rawn to sign a contract with McGrath Human Resources Group, Inc. in the amount of \$171,500.00 to provide compensation and classification consulting services.

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.



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

Resolution: 200-25

File Number: 2025-1481

A RESOLUTION TO AWARD RFP 25-09 AND AUTHORIZE A CONTRACT WITH MCGRATH HUMAN RESOURCES GROUP, INC. IN THE AMOUNT OF \$171,500.00 TO PROVIDE COMPENSATION AND CLASSIFICATION CONSULTING SERVICES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, a city-wide compensation and classification project is a critical step in ensuring the City's pay practices remain equitable, competitive, and fiscally responsible while strengthening the City's ability to recruit, retain, and engage a high-performing workforce; and

WHEREAS, the project scope includes classification and compensation analysis for approximately 350 positions; external market comparison using data from peer municipalities; compression analysis, internal equity review, and benefit benchmarking; development of updated compensation structures and implementation cost modeling; training and support for HR staff to sustain the system long-term; and final reports and presentations to City leadership, employees, and elected officials.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 25-09 and authorizes Mayor Rawn to sign a contract with McGrath Human Resources Group, Inc. in the amount of \$171,500.00 to provide compensation and classification consulting services.

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

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1481

Item ID

9/2/2025

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

Missy Hutcheson

8/11/2025

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding RFP #25-09 and authorizing an agreement with McGrath Human Resources Group, Inc. to serve as the City's compensation consultant and to conduct a comprehensive classification and compensation project for a total not-to-exceed amount of \$171,500.00. This includes \$153,500.00 for services related to a compensation study and benefits analysis, plus up to \$18,000.00 for travel expenses. A corresponding budget adjustment is also recommended for approval.

Budget Impact:

1010.120.1220-5314.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 168,300.00

Expenses (Actual+Encum)

\$ 143,005.00

Available Budget

\$ 25,295.00

Does item have a direct cost? Yes

Item Cost

\$ 171,500.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 171,500.00

Remaining Budget

\$ 25,295.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division /Org2	Adjustment Number
2025	HUMAN RESOURCES (120) Requestor: Missy Hutcheson	

Staff recommends awarding RFP #25-09 and authorizing a contract with McGrath Human Resources Group, Inc. for a total not-to-exceed amount of \$171,500.00. This includes \$153,500.00 for services related to a compensation study and benefits analysis, plus up to \$18,000.00 for travel expenses. A corresponding budget adjustment is also recommended for approval.

	COUNCIL DATE:	9/2/2025
	ITEM ID#:	2025-1481
		Holly Black
		8/11/2025 12:12 PM
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2025721

Addendum – August 5, 2025

The following is in response to questions regarding the proposal and project.

Site/ Virtual Meetings

- Project Initiation Meeting – **On Site**
 - Meet with project team
 - Meet with department directors (group)
 - Meet with City Council
- Department Head Meetings – **Zoom**
 - Meet with each department regarding:
 - Responsibilities of the department
 - Brief overview of positions
 - Difficult positions for recruitment/retention
 - Comparable municipalities discussion
 - Discussion of current/future compensation system
 - Discussion of current/future benefits
- Comparable municipalities – **On site** or **zoom (preferred)**
 - Finalization of comparables with Administration
 - Discussion of comparable with union representation
- Draft Salary Schedule Meetings – **On site**
 - Meet with each department and a representative of HR to discuss placement of positions in recommended salary schedule(s)
- Final Presentations
 - Agenda Meeting – **On site**
 - Approval Meeting - **On site**

Market and Classification

- Will benchmark as many positions as possible to the external market
- Will evaluate all City positions through a position questionnaire – will discuss with each department director
- Will discuss need to geographically adjust market data – dependent on compensation philosophy

Cost Proposal Update

Compensation Study for an estimated 350 titles	\$145,500
Benefit Analysis	\$ 8,000
Travel – Not to exceed based upon actual expenses*	\$ 18,000
Project Not to Exceed Amount	\$171,500

*Travel: This project can be completed virtually, onsite, or a blend of the two. In-person site visits may not be needed nor desired. Travel expenses will be billed only if incurred and based on actual



expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner. All in person site visits will be determined with the City in advance and based upon the needs of the project.

Terms of Payment -Revised

Payment will be made in four (4) installments (\$153,500):

\$ 10,000 upon completion of the signed contract;

\$ 85,500 upon submission of the draft salary schedule; and

\$ 48,000 upon submission of the draft report; and

\$ 10,000 plus actual travel (not to exceed \$18,000) upon submission of the final report.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from August 5, 2025. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Future Costs:

- Consultant pay grade positions (new, reclassifications, etc.) not to exceed \$245 per job title
- Annual Compensation Schedule adjustment recommendations not to exceed \$700
- Compensation schedule market adjustment not to exceed \$45,000 and benchmark 75% of the titles
- **Other Consultant Services**
 - Principal \$275, plus 3% each subsequent year
 - Senior Consultant \$250, plus 3% each subsequent year





CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 25-09, Compensation Consultant

DEADLINE: Wednesday, May 21, 2025 before 2:00 PM, local time

PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 04/27/2025

REQUEST FOR PROPOSAL
RFP 25-09, Compensation Consultant

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 25-09, Compensation Consultant

The City of Fayetteville, Arkansas, is now accepting proposals for qualified firms to provide compensation consulting services. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday, May 21, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 04/27/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$164.85

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

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

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - i. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 1. Option 1 – Electronic Submittal (*strongly encouraged*): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to

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) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

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 shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- f. 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. PURPOSE:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is requesting proposals for comprehensive classification, compensation and benefit reviews with recommendations for step pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive.

The City desires to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. Our compensation philosophy is designed as a strategy to support the City's commitment to recruiting, rewarding, retaining and motivating an excellent workforce. This is accomplished through competitive and equitable pay plans, practices and benefit offerings. The scope of work within this document requires the development of strategies, policies and practices necessary to carry out the total compensation philosophy. The City encourages all responding firms to propose any services they recommend, to achieve these objectives that are not specifically requested herein.

2. CURRENT PROGRAMS:

The City of Fayetteville is located in the northwest corner of Arkansas and has an estimated population of over 100,000. Fayetteville serves as the seat of Washington County. The City is part of the Fayetteville-Springdale-Rogers, AR-MO MSA (Metropolitan Statistical Area), with a population of over 570,000. The City of Fayetteville operates under a Mayor-Council form of government. The City Council is composed of eight council members and a Mayor.

The City's 2025 Budget provides for 968.30 full-time equivalent positions. Within these authorized positions are 350 active job descriptions. 246 of these descriptions are single incumbent positions and the remaining 104 are multiple incumbent positions. **Reference Appendix A – Job Titles and Grades.**

The City currently utilizes Trainery 1 Compbuilder (formerly DBCompensation) 15 factor job rating system for job evaluation. This system has been in place since 2017. The development of the City's current compensation philosophy, pay grids, and compensation policies were facilitated by JERHR (formerly Johanson Group) consultants.

a. Pay Plans:

- i. The City currently has three (3) separate pay plans, one plan for merit, non-uniformed employees and separate step chart pay plans for uniformed Police and Fire. Proposers shall reference the Appendix documents below for understanding of current pay plans.
 1. Reference Appendix B – Police Department Pay Plan
 2. Reference Appendix C – Fire Department Pay Plan
 3. Reference Appendix D – Merit Pay Plan
- ii. These groups are comprised of approximately 606 non-uniformed employees, 160 uniformed Police and 132 uniformed Fire personnel. Police and Fire uniformed employees are covered by

Civil Service Rules and Regulations for selection and promotion. Uniformed Civil Service employees in the Police and Fire departments are compensated through a step-rate pay system and the City's non-uniformed employees are compensated through an open range system based on merit pay (Reference Appendix D – Merit Pay Plan). The last salary survey was conducted in 2024 and implemented in 2025.

- iii. The City has made a decision to continue to utilize a step-rate pay system for the uniformed Police and Fire employees. The compensation plan for non-uniformed employees is to be merit based; the City is willing to consider open pay ranges and step-rate pay systems that accomplish this goal.

b. Benefits:

- i. The City offers two (2) healthcare plans, one plan is a PPO and the other plan is a high-deductible, HSA plan.
- ii. There are two (2) retirement plan options; one plan is for regular, full-time merit employees and the other plan is for Civil Service.
- iii. The City provides paid holidays and accrual of paid leave to eligible, regular-full and part-time employees.
- iv. Additional benefits the City offers are dental and vision coverage, flexible spending and health savings accounts, life insurance, disability coverage, AD & D insurance and supplemental life insurance.

3. SCOPE OF WORK:

The scope of work in this section has been provided to communicate the work which the City believes is critical for success of this project. In the event a Proposer believes a different approach or different steps should be taken, which are critical, Proposer shall clearly provide differences in a clear and precise manner to the City with its RFP response.

- a. Review and evaluate the City's current compensation philosophy and facilitate the development of an updated and competitive compensation philosophy.
- b. Review current survey methodology and provide recommendations on future survey methodology to include frequency of surveys and benchmark data sources.
- c. Conduct a comprehensive total compensation survey following the adopted philosophy and methodology on the timeframe agreed upon in item b (see above).
- d. Conduct a total compensation analysis to provide the City with an accurate assessment of how its compensation plan compares with the selected labor market. The total compensation analysis includes the employer cost for benefits, including but not limited to base salary, certification pay, incentive pay, health/dental/vision/life insurance, retirement contributions, and other benefits provided to employees.

- e. Conduct an analysis of leave benefits including holidays, sick leave, vacation, personal development leave, and personal holidays.
- f. Assist in the development of strategy for implementing the compensation recommendations and plan.
- g. Provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software and utilizing such software to its fullest capacity.
 - i. Out of scope work shall be priced separate, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.
- h. Present data/study to appropriate staff members, key stake holders and City Council.
- i. Each Proposer shall provide pricing via an annual rate along with a scope of work detailing what is included with the annual fee.

4. SUMMARY OF REQUIRED SIGNIFICANT DELIVERABLES:

This list is a summary of significant project deliverables. It is not representative of every deliverable the City expects from the selected consultant.

- a. Salary survey and benefit analysis reports, provided based on proposed and approved frequency determined
- b. Evaluation of each job description
- c. Police step pay plan
- d. Fire step pay plan
- e. Merit pay plan
- f. Policies, practices, and processes to administer and maintain the system
- g. Communication materials and employee educational meetings
- h. HR staff training for job evaluation

5. SUBMITTAL REQUIREMENTS:

The Proposer shall provide adequate information that will render it qualified and capable of effectively accomplishing the scope of services. The proposal will be reviewed by a Selection Committee which could include ranking. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposal response shall negate any ambiguity with respect to the Proposer's ability and approach. All respondents shall submit the following information with submittal, at a minimum:

- a. *Methods and Approach* - Describe expected approach and identify each task. Describe the anticipated interaction with the City and a description of the method(s) which will be used to

successfully accomplish the project. Provide a detailed timeline of the anticipated schedule for completing each task.

- b. *Scope of Work/Deliverables* - Provide deliverables for the Scope of Work outlined by the City in this RFP.
- c. *Qualifications and Experience* - Provide relevant information regarding previous experience related to developing similar projects or contracts completed on behalf of cities or counties within the State of Arkansas or for other public entities outside of Arkansas during the past five (5) years. References in relation to similar projects is required. Proposals shall also provide information for all entities in which they are presently or have been engaged with during the past five (5) years. All proposers shall submit a minimum of three (3) governmental references, with work relationships within the past five (5) years. Provide in this section, the company's primary business interest and/or operations including any affiliations.
- d. *List of Project Personnel* - Proposer shall provide a description of its staff and work force that will be assigned to effectively facilitate the requirements of this project. This description shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities. It is the desire of the City that senior level strategic input is provided at all stages of the project.
 - i. Resumes shall be no more than one page (a page being defined as a single sided document), and shall include, at a minimum:
 - 1. Position title for each person assigned to this project;
 - 2. Tenure with Proposer for each person assigned to this project;
 - 3. Education of each person;
 - 4. Experience of each person;
 - 5. Estimated number of hours for each person assigned to this project;
 - 6. Total billable hourly rate for each person assigned to this project;
 - 7. Any other pertinent information related to this project
- e. *Availability* - Proposers shall describe the availability of project personnel and company to participate in this project in the context of the Proposer's other comments.
- f. *Listing of all Fees* - Proposer shall clearly itemize and provide a list of all fees to cover the requested scope of work and deliverables. Proposer shall also provide an hourly rate for any additional work which is not included in the scope of work.
 - i. Fee proposal shall clearly set forth the basis for the time and fees to be charged for the work proposed and at a minimum should contain the following information:
 - 1. Estimate of the number of hours to complete scope of services
 - 2. Hourly rates for performing such services as indicated above
 - 3. Any and all costs associated with this study including any tools to be used. This shall include any software fees as well as applicable annual maintenance fees. Software pricing (initial fees and ongoing) shall include the City being able to stay on the most up to date version of the software.
 - 4. Total firm fixed cost to complete this study, including a payment schedule

5. Pricing for annual surveys, as described in 3. Scope of Work item c.

- ii. City of Fayetteville shall not be liable for any expense incurred in connection with preparation of a response to this document. In addition, City of Fayetteville shall reserve the right to accept any part or the Proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the Proposer.

6. PROPOSAL FORMAT:

- a. **Executive Summary:** Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.
- b. **Structure of Proposal:** Responses shall be organized in the following format and informational sequence:
 - i. **Business Organization:** The proposal shall include relevant historical data and identification of the office or subordinate element which will perform the work contemplated herein. The owners and principal management personnel of the firm shall be identified fully
 - ii. **Concept and Solution:** The respondent's understanding of the tasks presented shall be defined in detail and proposed solutions outlined. A description of the firm's strengths in the marketplace should be included. Any restrictions or limitations should be defined.
 - iii. **Program:** The respondent's technical plan to accomplish the work shall be presented, including time-related displays, graphs, and charts showing tasks, subtasks, milestones, and decision points, including the point at which deliverable reports will be provided.
 - iv. **Account Team Personnel:** The names and titles of the team proposed for assignment to the City's account shall be identified in full, with a description of team leadership, interface and support function, and reporting relationships, along with individual backgrounds of personnel who will be actively engaged in work related to the account. The primary work assigned to each person and the corresponding amount of time shall be indicated. This section shall include any proposed third parties or sub consultants.
 - v. **Corporate Experience:** Relevant Public Sector experience and client references shall be presented in detail, with all experience cited to be recent in time and to have been performed, to a considerable degree, by members of the proposed account team. Emphasis shall be given to identifying comparable services for public sector organizations. For each client reference, the scope of service, time performed, and name, title, address, and phone number of the principal contact person should be shown.
 - vi. **Authorized Negotiator:** The proposal shall provide the name, title, address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters.

- vii. **Cost Proposal / Financing Plan:** The City seeks full disclosure for all cost and revenue structures. This includes fiscal feasibility and financial stability. A financial analysis, including comprehensive risk assessment shall be conducted and submitted with response to ensure the proposed partnership meets the fiscal needs of the project with an acceptable level of risk.

7. PROPOSAL CONTENT:

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 should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, tab dividers, and forms required by the City for completion.

8. CONTRACT FORMATION:

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

9. SELECTION CRITERIA:

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

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors and/or subconsultants, if used, shall be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. This will include but not be limited to quality of representative projects and financial capacity to complete and deliver the project.
- 3) 25% **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 you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Cost/Fees:** Proposer shall provide a total listing of any fee the City could be charged. A fee shall be included for the presented scope of work as well as any other additional fee(s). All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. **ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information:

- a. Appendix A – Job Titles and Grades
- b. Appendix B – Police Department Pay Plan
- c. Appendix C – Fire Department Pay Plan
- d. Appendix D – Merit Pay Plan

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

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
ACCOUNT CLERK I - PARKING	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	PARKING	S
ACCOUNT CLERK II - PARKING	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PARKING	S
ACCOUNTANT - PAYROLL	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	ACCT	S
ACCOUNTANT - REVENUES	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	ACCT	S
ACCOUNTING CLERK - CASH	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	ACCT	S
ACCOUNTING CLERK - DATA ENTRY	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	ACCT	S
ACCOUNTING CLERK - PAYABLES	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	ACCT	S
ACCOUNTING CLERK - RECEIVABLES	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	ACCT	S
ACCOUNTING CLERK - REVENUES	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	ACCT	S
ACCOUNTING DIRECTOR	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	ACCT	S
ACCOUNTING MANAGER - BOND, CONTRACT & GRANT REPORTING	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	ACCT	S
ACCOUNTING MANAGER- PAYROLL AND PENSION	J428	Exempt	\$ 37.00	\$ 42.55	\$ 44.58	\$ 55.28	\$ 76,960.00	\$ 92,726.40	\$ 114,982.40	ACCT	S
ACCOUNTING MANAGER-INVESTMENT AND CASH	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	ACCT	S
ACTIVE TRANSPORTATION MANAGER	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	ENGR	S
ADMINISTRATIVE ASSISTANT - AIRPORT	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	AIRPORT	S
ADMINISTRATIVE ASSISTANT - ANIMAL SERVICES	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	ANIMAL SERVICES	S
ADMINISTRATIVE ASSISTANT - FIRE	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	FIRE CIVILIAN	S
ADMINISTRATIVE ASSISTANT - POLICE	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	POLICE CIVILIAN	M
AIRPORT DIRECTOR	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	AIRPORT	S
AIRPORT MAINTENANCE WORKER III	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	AIRPORT	S
ANIMAL SERVICES FIELD SUPERVISOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	ANIMAL SERVICES	S
ANIMAL SERVICES OFFICER	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	ANIMAL SERVICES	M
ANIMAL SERVICES PROGRAMS ADMINISTRATOR	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	ANIMAL SERVICES	S
ANIMAL SERVICES SUPERINTENDENT	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	ANIMAL SERVICES	S
ANIMAL SERVICES TECHNICIAN	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	ANIMAL SERVICES	S
ARTS AND CULTURE DIRECTOR	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	PKS NAT RS CLTRL AFF	S
ARTS AND CULTURE PROGRAM ASSISTANT	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	PKS NAT RS CLTRL AFF	S
ASSISTANT CITY ATTORNEY	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	CITY ATTORNEY	S
ASSISTANT DISPATCH MANAGER	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	CENTRAL DISPATCH	S
ASSISTANT FIRE CHIEF	J434	Exempt	\$ 47.46	\$ 54.58	\$ 57.18	\$ 70.90	\$ 98,716.80	\$ 118,934.40	\$ 147,472.00	FIRE	M
ASSISTANT FLEET OPERATIONS SUPERVISOR	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	FLEET	S
ASSISTANT HR DIRECTOR	J428	Exempt	\$ 37.00	\$ 42.55	\$ 44.58	\$ 55.28	\$ 76,960.00	\$ 92,726.40	\$ 114,982.40	HR	S
ASSISTANT IT DIRECTOR	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	IT	S
ASSISTANT PARK OPERATIONS DIRECTOR	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	PARK OPERATIONS	S
ASSISTANT POOL MANAGER	NG	Non-Exempt								PKS NAT RS CLTRL AFF	M
ASSISTANT PUBLIC WORKS DIRECTOR - OPERATIONS	J435	Exempt	\$ 49.64	\$ 57.09	\$ 59.81	\$ 74.16	\$ 103,251.20	\$ 124,404.80	\$ 154,252.80	TRANSPORTATION	S
ASSISTANT RECREATION SUPERINTENDENT	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	PKS NAT RS CLTRL AFF	S
ASSISTANT RECYCLING & TRASH COLLECTIONS OPERATIONS MGR	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	RTC	S
ASSISTANT SUPPORT SERVICES MANAGER	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	POLICE CIVILIAN	S
ASSISTANT TO MAYOR & ADMINISTRATIVE OFFICE SUPERVISOR	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	MAYOR'S OFFICE	S
ASSISTANT TRANSPORTATION MANAGER	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	TRANSPORTATION	M
ASSISTANT WAREHOUSE SUPERVISOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	W&S	S
ASSISTANT WATER & SEWER OPERATIONS MANAGER	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	W&S	S
AUTOMOTIVE PARTS SPECIALIST	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	FLEET	M
BACKFLOW PREVENTION TECHNICIAN	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	W&S	S
BACKFLOW SERVICES SUPERVISOR	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	W&S	S
BATTALION CHIEF	F241	Non-Exempt	\$ 32.84		\$ -	\$ 43.82	\$ 95,630.08	\$ -	\$ 127,603.84	FIRE	M
BENEFITS & LEAVE ADMINISTRATOR	J418	Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	HR	S
BOND PROJECT & CONSTRUCTION DIRECTOR	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	FACILITIES MGMT	S
BROADCAST TECHNICIAN	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	MEDIA SERVICES	S
BUDGET ANALYST	J417	Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	BUDGET & INFO MGMT	S

APPENDIX A

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
BUDGET DIRECTOR	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	BUDGET & INFO MGMT	S
BUDGET OPERATIONS MANAGER	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	BUDGET & INFO MGMT	S
BUILDING INSPECTOR SUPERVISOR	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	BLDG SAFETY	S
BUILDING SAFETY DIRECTOR	J428	Exempt	\$ 37.00	\$ 42.55	\$ 44.58	\$ 55.28	\$ 76,960.00	\$ 92,726.40	\$ 114,982.40	BLDG SAFETY	S
BUSINESS LICENSE CLERK	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	DEV SVCS	S
BUSINESS SYSTEMS ANALYST	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	IT	M
CAD DRAFTER	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	ENGR	S
CAMP COUNSELOR	NG	Non-Exempt								PKS NAT RS CLTRL AFF	M
CAPITAL PROJECTS INSPECTION MANAGER	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	UTILITIES	S
CASE MANAGER	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	COMM RESOURCES	M
CDBG PROGRAMS ASSISTANT	NG	Non-Exempt								COMM RESOURCES	S
CDBG PROGRAMS TECHNICIAN	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	COMM RESOURCES	S
CHIEF FINANCIAL OFFICER	J438	Exempt	\$ 56.22	\$ 64.65	\$ 67.73	\$ 83.99	\$ 116,937.60	\$ 140,878.40	\$ 174,699.20	CFO	S
CHIEF OF STAFF	J439	Exempt	\$ 58.41	\$ 67.17	\$ 70.37	\$ 87.26	\$ 121,492.80	\$ 146,369.60	\$ 181,500.80	CHIEF OF STAFF	S
CITY ATTORNEY	J439	Elected	\$ 58.41	\$ 67.17	\$ 70.37	\$ 87.26	\$ 121,492.80	\$ 146,369.60	\$ 181,500.80	CITY ATTORNEY	S
CITY CLERK/TREASURER	J432	Elected	\$ 43.07	\$ 49.53	\$ 51.89	\$ 64.34	\$ 89,585.60	\$ 107,931.20	\$ 133,827.20	CITY CLERK/TREAS	S
CITY PROSECUTOR	J432	Exempt	\$ 43.07	\$ 49.53	\$ 51.89	\$ 64.34	\$ 89,585.60	\$ 107,931.20	\$ 133,827.20	CITY PROSECUTOR	S
CITY PROSECUTOR DIVISION MANAGER/SENIOR PARALEGAL	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	CITY PROSECUTOR	S
CITY PROSECUTOR INVESTIGATOR/VICTIM ADVOCATE	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	CITY PROSECUTOR	M
CODE COMPLIANCE OFFICER	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	BLDG SAFETY	M
CODE COMPLIANCE SUPERVISOR	J419	Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	BLDG SAFETY	S
COMMUNICATIONS PROJECT MANAGER - PUBLIC INFORMATION	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	IT	S
COMMUNICATIONS PROJECT MANAGER - SOCIAL MEDIA	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	COMMUNICATIONS	S
COMMUNICATIONS PROJECT MANAGER - WEB	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	COMMUNICATIONS	S
COMMUNITY OUTREACH COORDINATOR - PUBLIC INFORMATION OFFICER	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	FIRE CIVILIAN	S
COMMUNITY RESOURCES ADMINISTRATOR	J419	Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	COMM RESOURCES	S
COMMUNITY RESOURCES DIRECTOR/EQUITY OFFICER	J429	Exempt	\$ 39.03	\$ 44.88	\$ 47.03	\$ 58.32	\$ 81,182.40	\$ 97,822.40	\$ 121,305.60	COMM RESOURCES	S
COMPOST OPERATOR	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	RTC	M
CONSTRUCTION LEAD MAINTENANCE WORKER	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	TRANSPORTATION	M
COUNCIL MEMBER	NG	Elected								CITY COUNCIL	M
COURT SERVICES OFFICER	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	DISTRICT COURT	S
CREW LEADER - ATHLETIC FIELDS	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	PARK MAINTENANCE	S
CREW LEADER - FACILITIES MANAGEMENT SERVICES	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	FACILITIES MGMT	S
CREW LEADER - RECYCLING & TRASH COLLECTION	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	RTC	M
CREW LEADER - TRANSPORTATION	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	TRANSPORTATION	M
CREW LEADER I - W&S	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	W&S	M
CREW LEADER II - OVERLAY TRANSPORTATION	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	TRANSPORTATION	M
CREW LEADER II W&S	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	W&S	M
CRIME SCENE TECHNICIAN	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	POLICE CIVILIAN	M
CUSTODIAN	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	FACILITIES MGMT	M
CUSTODIAN - PARKS	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARK MAINTENANCE	M
CUSTODIAN II - PARKS	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	PARK MAINTENANCE	M
CUSTOMER SERVICE COORDINATOR I	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	UTILITIES FIN SVCS	M
CUSTOMER SERVICE COORDINATOR II	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	UTILITIES FIN SVCS	M
CUSTOMER SERVICE REPRESENTATIVE - AIRPORT	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	AIRPORT	S
CUSTOMER SERVICE REPRESENTATIVE - BUILDING SAFETY	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	BLDG SAFETY	S
CUSTOMER SERVICE REPRESENTATIVE - DEV. SERVICES	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	DEV SVCS	S
CUSTOMER SERVICE REPRESENTATIVE - METER	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	W&S METER	M
CUSTOMER SERVICE REPRESENTATIVE - PROCUREMENT	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	PROCUREMENT	S
CUSTOMER SERVICE REPRESENTATIVE - RTC	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	RTC	M
CUSTOMER SERVICE SUPERVISOR - REVENUE COLLECTIONS	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	UTILITIES FIN SVCS	S

APPENDIX A

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
CUSTOMER SERVICE SUPERVISOR - UTILITIES	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	UTILITIES FIN SVCS	S
DEPUTY BUILDING OFFICIAL	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	BLDG SAFETY	S
DEPUTY CHIEF FINANCIAL OFFICER	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	CFO	S
DEPUTY CHIEF OF POLICE	J435	Exempt	\$ 49.64	\$ 57.09	\$ 59.81	\$ 74.16	\$ 103,251.20	\$ 124,404.80	\$ 154,252.80	POLICE	S
DEPUTY CITY CLERK - CODIFIER	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	CITY CLERK/TREAS	S
DEPUTY CITY CLERK - COMMUNICATIONS	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	CITY CLERK/TREAS	S
DEPUTY CITY PROSECUTOR	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	CITY PROSECUTOR	S
DEPUTY COURT CLERK	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	DISTRICT COURT	M
DEPUTY COURT CLERK II	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	DISTRICT COURT	S
DEVELOPMENT COORDINATOR	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	PLNG DEV REVIEW	S
DEVELOPMENT REVIEW MANAGER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	PLNG DEV REVIEW	S
DEVELOPMENT SERVICES DIRECTOR	J436	Exempt	\$ 51.83	\$ 59.60	\$ 62.45	\$ 77.44	\$ 107,806.40	\$ 129,896.00	\$ 161,075.20	DEV SVCS	S
DIRECTOR OF COMMUNICATION	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	COMMUNICATIONS	S
DIRECTOR OF ECONOMIC DEVELOPMENT	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	ECON DEVELOPMENT	S
DIRECTOR OF INDUSTRY & EMPLOYMENT SERVICES	J429	Exempt	\$ 39.03	\$ 44.88	\$ 47.03	\$ 58.32	\$ 81,182.40	\$ 97,822.40	\$ 121,305.60	ECON DEVELOPMENT	S
DIRECTOR OF MEDIA SERVICES	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	MEDIA SERVICES	S
DIRECTOR OF PARKS, NATURAL RESOURCES & CULTURAL AFFAIRS	J436	Exempt	\$ 51.83	\$ 59.60	\$ 62.45	\$ 77.44	\$ 107,806.40	\$ 129,896.00	\$ 161,075.20	PKS NAT RS CLTRL AFF	S
DISPATCH MANAGER	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	CENTRAL DISPATCH	S
DISPATCH SHIFT SUPERVISOR	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	CENTRAL DISPATCH	S
DISPATCH TRAINER	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	CENTRAL DISPATCH	M
DISPATCHER I	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	CENTRAL DISPATCH	M
DISPATCHER II	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	CENTRAL DISPATCH	M
DISPATCHER III	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	CENTRAL DISPATCH	M
DISTRICT COURT ADMINISTRATOR	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	DISTRICT COURT	S
DIVISION CHIEF	F244	Non-Exempt	\$ 41.75		-	\$ 57.24	\$ 86,840.00		\$ 119,059.20	FIRE	M
DOCUMENT MANAGEMENT MANAGER	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	CITY CLERK/TREAS	S
DOCUMENT SYSTEMS SPECIALIST	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	CITY CLERK/TREAS	S
DRIVER/OPERATOR/FIREFIGHTER	F235	Non-Exempt	\$ 20.78		\$ -	\$ 28.32	\$ 60,511.36	\$ -	\$ 82,467.84	FIRE	M
ECONOMIC EQUITY & MOBILITY PROJECT MANAGER	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	ECON DEVELOPMENT	S
EMERGENCY MANAGER	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	FIRE CIVILIAN	S
ENGINEERING DESIGN MANAGER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	ENGR	S
ENGINEERING DEVELOPMENT REVIEW MANAGER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	ENGR	S
ENGINEERING SERVICES COORDINATOR	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	ENGR	S
ENVIRONMENTAL DIRECTOR	J435	Exempt	\$ 49.64	\$ 57.09	\$ 59.81	\$ 74.16	\$ 103,251.20	\$ 124,404.80	\$ 154,252.80	SUSTAINABILITY	S
ENVIRONMENTAL EDUCATOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	RTC	M
EQUIPMENT MAINTENANCE WORKER	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	FLEET	S
EQUIPMENT MECHANIC I	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	FLEET	M
EQUIPMENT MECHANIC II	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	FLEET	M
EQUIPMENT MECHANIC III	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	FLEET	M
EVIDENCE TECHNICIAN	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	POLICE CIVILIAN	M
FACILITIES & BUILDING MAINTENANCE MANAGER	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	FACILITIES MGMT	S
FEDERAL AID PROJECT COORDINATOR	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	ENGR	S
FEDERAL AID PROJECT MANAGER	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	ENGR	S
FIELD OPERATIONS SUPERVISOR - FORESTRY	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PARK MAINTENANCE	S
FIELD OPERATIONS SUPERVISOR - GROUNDS & TRAILS	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PARK MAINTENANCE	S
FIELD OPERATIONS SUPERVISOR - PARKING	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	PARKING	S
FIELD OPERATIONS SUPERVISOR - TRAFFIC	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	TRANSPORTATION	S
FIELD OPERATIONS SUPERVISOR - TRANSPORTATION	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	TRANSPORTATION	M
FIELD OPERATIONS SUPERVISOR - TURF & ATHLETIC FIELDS	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PARK MAINTENANCE	S
FIELD SERVICE REPRESENTATIVE	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	W&S	M
FINANCIAL ANALYST - BUDGET	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	BUDGET & INFO MGMT	S

APPENDIX A

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
FINANCIAL ANALYST - FIRE	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	FIRE CIVILIAN	S
FINANCIAL ANALYST - RECYCLING & TRASH COLLECTIONS	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	RTC	S
FINANCIAL COORDINATOR - AIRPORT	J417	Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	AIRPORT	S
FINANCIAL COORDINATOR - PARKS	J417	Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	PKS NAT RS CLTRL AFF	S
FIRE CAPTAIN	F238	Non-Exempt	\$ 25.69		\$ -	\$ 35.04	\$ 74,809.28	\$ -	\$ 102,036.48	FIRE	M
FIRE CHIEF	J437	Exempt	\$ 54.02	\$ 62.12	\$ 65.09	\$ 80.71	\$ 112,361.60	\$ 135,387.20	\$ 167,876.80	FIRE	S
FIRE EQUIPMENT MAINTENANCE TECHNICIAN	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	FIRE CIVILIAN	S
FIRE INSPECTOR - FIRE MARSHAL'S OFFICE	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	FIRE CIVILIAN	S
FIREFIGHTER	F232	Non-Exempt	\$ 18.07		\$ -	\$ 24.82	\$ 52,619.84	\$ -	\$ 72,275.84	FIRE	M
FIXED ASSETS/INVESTMENT COORDINATOR	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	ACCT	S
FLEET OPERATIONS SUPERINTENDENT	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	FLEET	S
FLEET OPERATIONS SUPERVISOR	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	FLEET	S
FLEET SERVICES SUPPORT MANAGER	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	FLEET	S
FLIGHT LINE OPERATIONS SUPERVISOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	AIRPORT	S
FLIGHT LINE OPERATIONS TECHNICIAN	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	AIRPORT	M
GIS ADMINISTRATOR	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	IT	S
GIS ANALYST	J423	Non-Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	IT	S
GIS MANAGER	J428	Exempt	\$ 37.00	\$ 42.55	\$ 44.58	\$ 55.28	\$ 76,960.00	\$ 92,726.40	\$ 114,982.40	IT	S
GIS TECHNICIAN	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	IT	M
GIS TECHNICIAN WATER & SEWER	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	W&S	S
GRANTS ADMINISTRATOR	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	ACCT	S
GROUNDKEEPER II	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARK MAINTENANCE	M
GROUNDKEEPER III	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	PARK MAINTENANCE	M
GROUNDKEEPER IV	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	PARK MAINTENANCE	M
HORTICULTURAL ASST II	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	PARK MAINTENANCE	S
HORTICULTURIST	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PARK MAINTENANCE	S
HR ASSISTANT	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	HR	S
HR DIRECTOR	J434	Exempt	\$ 47.46	\$ 54.58	\$ 57.18	\$ 70.90	\$ 98,716.80	\$ 118,934.40	\$ 147,472.00	HR	S
HR GENERALIST	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	HR	S
HVAC TECHNICIAN	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	FACILITIES MGMT	S
INFORMATION TECHNOLOGIES DIRECTOR	J435	Exempt	\$ 49.64	\$ 57.09	\$ 59.81	\$ 74.16	\$ 103,251.20	\$ 124,404.80	\$ 154,252.80	IT	S
INSPECTOR/COMMERCIAL & RESIDENTIAL	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	BLDG SAFETY	M
INTERNAL AUDITOR	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	INTERNAL AUDIT	S
INTERNAL SERVICES PROJECT MANAGER	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	ACCT	S
LAND AGENT I	J418	Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	ENGR	S
LAND AGENT II	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	ENGR	S
LAND SURVEYOR TECHNICIAN	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	ENGR	S
LAW CLERK	NG	Non-Exempt								CITY PROSECUTOR	M
LEAD COURT CLERK	J425	Non-Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	DISTRICT COURT	S
LEAD EQUIPMENT MECHANIC	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	FLEET	M
LEAD MAINTENANCE WORKER - FORESTRY	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PARK MAINTENANCE	S
LEAD MAINTENANCE WORKER - GROUNDS	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PARK MAINTENANCE	S
LEAD MAINTENANCE WORKER - TRAILS	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PARK MAINTENANCE	S
LEAD MAINTENANCE WORKER AIRPORT	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	AIRPORT	S
LEAD SOCIAL SERVICES ADVOCATE	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	POLICE CIVILIAN	S
LEAK DETECTION TECHNICIAN	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	W&S	M
LEGAL ASSISTANT	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	CITY PROSECUTOR	M
LIFEGUARD	NG	Non-Exempt								PKS NAT RS CLTRL AFF	M
LONG RANGE AND PRESERVATION PLANNER	J419	Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PLNG LONG RANGE	S
LONG RANGE COMMUNICATION AND OUTREACH SPECIALIST	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	PLNG LONG RANGE	S
LONG RANGE PLANNING/SPECIAL PROJECTS MANAGER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	PLNG LONG RANGE	S

APPENDIX A

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
MAINTENANCE WORKER I FACILITIES MANAGEMENT	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	FACILITIES MGMT	S
MAINTENANCE WORKER I PARKS	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARK MAINTENANCE	M
MAINTENANCE WORKER I URBAN FORESTRY	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARK MAINTENANCE	S
MAINTENANCE WORKER II FACILITIES MANAGEMENT	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	FACILITIES MGMT	S
MAINTENANCE WORKER II PARKS	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARK MAINTENANCE	M
MAINTENANCE WORKER II WATER & SEWER	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	W&S	S
MAINTENANCE WORKER III PARKS	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	PARK MAINTENANCE	M
MAINTENANCE WORKER III RECYC & TRASH COLLECTION	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	RTC	M
MAINTENANCE WORKER III TRANSPORTATION	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	TRANSPORTATION	M
MAINTENANCE WORKER III URBAN FORESTRY	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	TRANSPORTATION	M
MAINTENANCE WORKER III WATER & SEWER	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	W&S	M
MAINTENANCE WORKER IV ASPHALT	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	TRANSPORTATION	M
MAINTENANCE WORKER IV CONCRETE	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	TRANSPORTATION	M
MAINTENANCE WORKER IV DRAINAGE	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	TRANSPORTATION	M
MAINTENANCE WORKER IV PARKS	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	PARK MAINTENANCE	M
MAINTENANCE WORKER IV RIGHT OF WAY	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	TRANSPORTATION	M
MAINTENANCE WORKER IV TRAILS	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	TRANSPORTATION	M
MAINTENANCE WORKER IV WATER & SEWER LICENSED	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	W&S	M
MANAGEMENT ACCOUNTING COORDINATOR	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	TRANSPORTATION	S
MAYOR	J443	Elected	\$ 67.76	\$ 77.92	\$ 81.64	\$ 101.23	\$ 140,940.80	\$ 169,811.20	\$ 210,558.40	MAYOR	S
METER MAINTENANCE TECHNICIAN	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	W&S METER	M
METER OPERATIONS ASSISTANT	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	W&S METER	S
METER READER	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	W&S METER	M
METER SERVICES SUPERVISOR	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	W&S METER	S
MOBILITY COORDINATOR	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	ENGR	S
NETWORK ANALYST	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	IT	M
NETWORK ENGINEER	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	IT	S
NETWORK SECURITY ANALYST	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	IT	S
OFFICE MANAGER - RECYCLING & TRASH COLLECTION	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	RTC	S
OFFICE MANAGER- WATER & SEWER	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	W&S	S
OPERATIONS & CUSTOMER RELATIONS MANAGER	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	DEV SVCS	S
OPERATIONS ASSISTANT - FACILITIES MANAGEMENT	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	FACILITIES MGMT	S
OPERATIONS ASSISTANT - FLEET	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	FLEET	S
OPERATIONS ASSISTANT - TRANSPORTATION	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	TRANSPORTATION	S
PARALEGAL - CITY ATTORNEY'S OFFICE	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	CITY ATTORNEY	S
PARK FACILITIES MAINTENANCE WORKER	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PARK MAINTENANCE	M
PARK OPERATIONS DIRECTOR	J429	Exempt	\$ 39.03	\$ 44.88	\$ 47.03	\$ 58.32	\$ 81,182.40	\$ 97,822.40	\$ 121,305.60	PARK MAINTENANCE	S
PARK PLANNER II	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	PKS NAT RS CLTRL AFF	S
PARK PLANNING SUPERINTENDENT	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	PKS NAT RS CLTRL AFF	S
PARKING ATTENDANT	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARKING	S
PARKING ATTENDANT - EVENTS	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	PARKING	M
PARKING ENFORCEMENT OFFICER	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PARKING	M
PARKING MANAGER	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	PARKING	S
PERMIT TECHNICIAN	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	BLDG SAFETY	M
PLANNER	J419	Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PLNG DEV REVIEW	S
PLANNING COMMISSIONER	NG	Appointed									M
PLANNING TECHNICIAN	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	PLNG DEV REVIEW	S
PLANS EXAMINER	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	BLDG SAFETY	M
PLANS EXAMINER - ENGINEERING	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	ENGR	M
POLICE CAPTAIN	J434	Exempt	\$ 47.46	\$ 54.58	\$ 57.18	\$ 70.90	\$ 98,716.80	\$ 118,934.40	\$ 147,472.00	POLICE	M
POLICE CHIEF	J437	Exempt	\$ 54.02	\$ 62.12	\$ 65.09	\$ 80.71	\$ 112,361.60	\$ 135,387.20	\$ 167,876.80	POLICE	S

APPENDIX A

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
POLICE CORPORAL	P332	Non-Exempt	\$ 31.73		\$ -	\$ 46.68	\$ 65,998.40	\$ -	\$ 97,094.40	POLICE	M
POLICE LIEUTENANT	P337	Non-Exempt	\$ 44.37		\$ -	\$ 66.03	\$ 92,289.60	\$ -	\$ 137,342.40	POLICE	M
POLICE OFFICER	P330	Non-Exempt	\$ 27.74		\$ -	\$ 39.22	\$ 57,699.20	\$ -	\$ 81,577.60	POLICE	M
POLICE SERGEANT	P335	Non-Exempt	\$ 37.76		\$ -	\$ 55.55	\$ 78,540.80	\$ -	\$ 115,544.00	POLICE	M
POLICE SUPPORT SPECIALIST	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	POLICE CIVILIAN	M
POOL CASHIER	NG	Non-Exempt								PKS NAT RS CLTRL AFF	M
POOL MANAGER	NG	Non-Exempt								PKS NAT RS CLTRL AFF	S
PROCUREMENT AGENT	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	PROCUREMENT	S
PROCUREMENT ANALYST	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PROCUREMENT	S
PROCUREMENT DIRECTOR	J429	Exempt	\$ 39.03	\$ 44.88	\$ 47.03	\$ 58.32	\$ 81,182.40	\$ 97,822.40	\$ 121,305.60	PROCUREMENT	S
PROJECT COORDINATOR - COMM RESOURCES	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	COMM RESOURCES	S
PROJECT COORDINATOR - FACILITIES MANAGEMENT	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	FACILITIES MGMT	S
PROJECT COORDINATOR - UTILITIES	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	W&S	S
PROPERTY/EVIDENCE MANAGER	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	POLICE CIVILIAN	S
PUBLIC WORKS DIRECTOR	J437	Exempt	\$ 54.02	\$ 62.12	\$ 65.09	\$ 80.71	\$ 112,361.60	\$ 135,387.20	\$ 167,876.80	PUBLIC WORKS	S
PUBLIC WORKS INSPECTION MANAGER	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	ENGR	S
PUBLIC WORKS SUPPORT SERVICES COORDINATOR	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	TRANSPORTATION	S
PUMP AND TANK TECHNICIAN	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	W&S	S
PW PROJECTS INSPECTOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	ENGR	M
RECORDS COORDINATOR	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	POLICE CIVILIAN	S
RECREATION ASSISTANT II - SPECIAL EVENTS	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	PKS NAT RS CLTRL AFF	S
RECREATION PROGRAM ASSISTANT	NG	Non-Exempt								PKS NAT RS CLTRL AFF	M
RECREATION PROGRAMS MANAGER	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	PKS NAT RS CLTRL AFF	M
RECREATION SUPERINTENDENT	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	PKS NAT RS CLTRL AFF	S
RECYCLING & TRASH COLLECTION OPERATIONS MANAGER	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	RTC	S
RECYCLING ATTENDANT	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	RTC	S
RELIEF DRIVER	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	RTC	M
ROUTE DRIVER	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	RTC	M
ROUTE SUPERVISOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	RTC	M
RTC FACILITY SUPERVISOR	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	RTC	S
SENIOR ADMINISTRATIVE ASSISTANT - COMM RESOURCES	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	COMM RESOURCES	S
SENIOR ADMINISTRATIVE ASSISTANT - FIRE	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	FIRE CIVILIAN	S
SENIOR ADMINISTRATIVE ASSISTANT - MAYOR'S OFFICE	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	MAYOR'S OFFICE	S
SENIOR ADMINISTRATIVE ASSISTANT - PKS, NAT RES & CULTURAL AFF	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	PKS NAT RS CLTRL AFF	S
SENIOR ADMINISTRATIVE ASSISTANT - POLICE	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	POLICE CIVILIAN	S
SENIOR ADMINISTRATIVE ASSISTANT - TRANSPORTATION	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	TRANSPORTATION	S
SENIOR ADMINISTRATIVE ASSISTANT II - MAYOR'S OFFICE	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	MAYOR'S OFFICE	S
SENIOR ADVISOR TO CHIEF OF STAFF	J437	Exempt	\$ 54.02	\$ 62.12	\$ 65.09	\$ 80.71	\$ 112,361.60	\$ 135,387.20	\$ 167,876.80	CHIEF OF STAFF	S
SENIOR ANIMAL SERVICES OFFICER	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	ANIMAL SERVICES	S
SENIOR ASSISTANT CITY ATTORNEY	J433	Exempt	\$ 45.26	\$ 52.05	\$ 54.53	\$ 67.62	\$ 94,140.80	\$ 113,422.40	\$ 140,649.60	CITY ATTORNEY	S
SENIOR CREW LEADER WATER LICENSE	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	W&S	M
SENIOR CUSTOMER SERVICE COORDINATOR	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	UTILITIES FIN SVCS	S
SENIOR CUSTOMER SERVICE REPRESENTATIVE-METER	J414	Non-Exempt	\$ 18.84	\$ 21.67	\$ 22.70	\$ 28.15	\$ 39,187.20	\$ 47,216.00	\$ 58,552.00	W&S METER	S
SENIOR DEPUTY CITY CLERK TREASURER	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	CITY CLERK/TREAS	S
SENIOR FIELD OPERATIONS SUPERVISOR-CONCRETE	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	TRANSPORTATION	S
SENIOR FIELD OPERATIONS SUPERVISOR-DRAINAGE	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	TRANSPORTATION	S
SENIOR FIELD OPERATIONS SUPERVISOR-RIGHT OF WAY	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	TRANSPORTATION	S
SENIOR FINANCIAL ANALYST - UTILITIES	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	UTILITIES FIN SVCS	S
SENIOR HR GENERALIST	J425	Exempt	\$ 30.87	\$ 35.50	\$ 37.19	\$ 46.12	\$ 64,209.60	\$ 77,355.20	\$ 95,929.60	HR	S
SENIOR LEGAL ASSISTANT	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	CITY PROSECUTOR	S
SENIOR PARK FACILITIES MAINTENANCE WORKER	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	PARK MAINTENANCE	S

APPENDIX A

City of Fayetteville
Job Titles and Grades
Effective 03-31-2025

JOB TITLE	JOB GRADE	FLSA Exempt or Non- Exempt	MINIMUM HOURLY	15% ABOVE MIN	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	DEPT/DIV	Multi/Single Incumbent
SENIOR PLANNER	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	PLNG DEV REVIEW	S
SENIOR POLICE SUPPORT SPECIALIST	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	POLICE CIVILIAN	M
SENIOR PROCUREMENT AGENT	J423	Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	PROCUREMENT	S
SENIOR PROGRAMMER ANALYST	J427	Exempt	\$ 34.95	\$ 40.19	\$ 42.11	\$ 52.22	\$ 72,696.00	\$ 87,588.80	\$ 108,617.60	IT	S
SENIOR ROUTE SUPERVISOR	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	RTC	S
SENIOR UTILITY BILLING COORDINATOR	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	UTILITIES FIN SVCS	S
SHELTER ATTENDANT	J410	Non-Exempt	\$ 14.74	\$ 16.95	\$ 17.76	\$ 22.02	\$ 30,659.20	\$ 36,940.80	\$ 45,801.60	ANIMAL SERVICES	M
SHORT-TERM RENTAL CLERK	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	DEV SVCS	S
SOCIAL SERVICES ADVOCATE	J417	Non-Exempt	\$ 22.05	\$ 25.36	\$ 26.57	\$ 32.95	\$ 45,864.00	\$ 55,265.60	\$ 68,536.00	POLICE CIVILIAN	S
STAFF ENGINEER	J428	Exempt	\$ 37.00	\$ 42.55	\$ 44.58	\$ 55.28	\$ 76,960.00	\$ 92,726.40	\$ 114,982.40	ENGR	M
STAFF ENGINEER - UNLICENSED	J421	Non-Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	ENGR	S
SUPPORT SERVICES MANAGER	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	POLICE CIVILIAN	S
SURVEYOR	J424	Non-Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	ENGR	S
SUSTAINABILITY PLANNER	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	SUSTAINABILITY	S
SUSTAINABILITY PROJECT MANAGER	J420	Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	SUSTAINABILITY	S
SYSTEMS ANALYST	J424	Non-Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	IT	S
TECHNICAL SERVICES SUPERVISOR	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	W&S METER	S
TECHNICAL SUPPORT SPECIALIST	J423	Non-Exempt	\$ 27.28	\$ 31.37	\$ 32.87	\$ 40.76	\$ 56,742.40	\$ 68,369.60	\$ 84,780.80	IT	M
TECHNICAL SUPPORT SUPERVISOR	J426	Exempt	\$ 32.91	\$ 37.85	\$ 39.65	\$ 49.17	\$ 68,452.80	\$ 82,472.00	\$ 102,273.60	IT	S
TRAFFIC CONTROL SUPERVISOR	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	TRANSPORTATION	S
TRAFFIC SIGNAL AND SIGNAGE TECHNICIAN	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	TRANSPORTATION	M
TRANSCRIPTIONIST	J411	Non-Exempt	\$ 16.17	\$ 18.60	\$ 19.48	\$ 24.16	\$ 33,633.60	\$ 40,518.40	\$ 50,252.80	POLICE CIVILIAN	S
TRANSPORTATION FACILITY MAINTENANCE WORKER	J415	Non-Exempt	\$ 19.92	\$ 22.91	\$ 24.00	\$ 29.76	\$ 41,433.60	\$ 49,920.00	\$ 61,900.80	TRANSPORTATION	S
TRANSPORTATION MANAGER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	TRANSPORTATION	S
URBAN FORESTER	J419	Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PKS NAT RS CLTRL AFF/PLNG DEV REVIEW	M
UTILITIES DIRECTOR	J435	Exempt	\$ 49.64	\$ 57.09	\$ 59.81	\$ 74.16	\$ 103,251.20	\$ 124,404.80	\$ 154,252.80	UTILITIES	S
UTILITIES ENGINEER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	UTILITIES	S
UTILITIES FINANCIAL SERVICES ADMINISTRATOR	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	UTILITIES FIN SVCS	S
UTILITIES FINANCIAL SERVICES DIRECTOR	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	UTILITIES FIN SVCS	S
UTILITY BILLING SUPERVISOR	J420	Non-Exempt	\$ 25.27	\$ 29.06	\$ 30.45	\$ 37.76	\$ 52,561.60	\$ 63,336.00	\$ 78,540.80	UTILITIES FIN SVCS	S
VETERINARIAN	J428	Exempt	\$ 37.00	\$ 42.55	\$ 44.58	\$ 55.28	\$ 76,960.00	\$ 92,726.40	\$ 114,982.40	ANIMAL SERVICES	S
VIDEO PRODUCTION TECHNICIAN	J413	Non-Exempt	\$ 17.79	\$ 20.46	\$ 21.43	\$ 26.57	\$ 37,003.20	\$ 44,574.40	\$ 55,265.60	MEDIA SERVICES	M
VOLUNTEER & ECOLOGICAL PROGRAMS COORDINATOR	J419	Non-Exempt	\$ 24.19	\$ 27.82	\$ 29.15	\$ 36.15	\$ 50,315.20	\$ 60,632.00	\$ 75,192.00	PARK OPERATIONS	S
WAREHOUSE ATTENDANT WATER & SEWER	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	W&S	S
WAREHOUSE MANAGER	J422	Exempt	\$ 26.27	\$ 30.21	\$ 31.65	\$ 39.25	\$ 54,641.60	\$ 65,832.00	\$ 81,640.00	W&S	S
WARRANTY AND MATERIALS COORDINATOR	J418	Non-Exempt	\$ 23.12	\$ 26.59	\$ 27.86	\$ 34.55	\$ 48,089.60	\$ 57,948.80	\$ 71,864.00	FLEET	S
WASTE REDUCTION MANAGER	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	RTC	S
WATER & SEWER EQUIPMENT REPAIR TECHNICIAN	J416	Non-Exempt	\$ 20.99	\$ 24.14	\$ 25.29	\$ 31.36	\$ 43,659.20	\$ 52,603.20	\$ 65,228.80	W&S	S
WATER & SEWER FIELD MAINTENANCE SUPERVISOR	J424	Exempt	\$ 28.83	\$ 33.15	\$ 34.73	\$ 43.07	\$ 59,966.40	\$ 72,238.40	\$ 89,585.60	W&S	M
WATER & SEWER OPERATIONS CLERK	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	W&S	M
WATER & SEWER OPERATIONS MANAGER	J430	Exempt	\$ 41.09	\$ 47.25	\$ 49.50	\$ 61.38	\$ 85,467.20	\$ 102,960.00	\$ 127,670.40	W&S	S
YRCC CAMP COUNSELOR	NG	Non-Exempt								PKS NAT RS CLTRL AFF	M
YRCC DIRECTOR	J421	Exempt	\$ 25.31	\$ 29.11	\$ 30.49	\$ 37.81	\$ 52,644.80	\$ 63,419.20	\$ 78,644.80	PKS NAT RS CLTRL AFF	S
YRCC RECREATION PROGRAM ASSISTANT II	J412	Non-Exempt	\$ 16.71	\$ 19.22	\$ 20.13	\$ 24.96	\$ 34,756.80	\$ 41,870.40	\$ 51,916.80	PKS NAT RS CLTRL AFF	M
*POSITIONS WITH "NG" LISTED IN JOB GRADE COLUMN ARE UNGRADED											

APPENDIX B

FAYETTEVILLE POLICE DEPARTMENT PAY PLAN EFFECTIVE 03-31-2025

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	BASE PAY	\$ 54,814.24	\$ 57,343.52	\$ 59,872.80	\$ 62,402.08	\$ 64,931.36	\$ 67,460.64	\$ 69,989.92	\$ 72,519.20	\$ 75,048.48	\$ 77,498.72
P330	HOLIDAY PAY	\$ 2,884.96	\$ 3,018.08	\$ 3,151.20	\$ 3,284.32	\$ 3,417.44	\$ 3,550.56	\$ 3,683.68	\$ 3,816.80	\$ 3,949.92	\$ 4,078.88
	TOTAL PAY ****	\$ 57,699.20	\$ 60,361.60	\$ 63,024.00	\$ 65,686.40	\$ 68,348.80	\$ 71,011.20	\$ 73,673.60	\$ 76,336.00	\$ 78,998.40	\$ 81,577.60
	HOURLY RATE	\$ 27.74	\$ 29.02	\$ 30.30	\$ 31.58	\$ 32.86	\$ 34.14	\$ 35.42	\$ 36.70	\$ 37.98	\$ 39.22
Police Corporal	BASE PAY	\$ 62,698.48	\$ 66,927.12	\$ 71,155.76	\$ 75,384.40	\$ 79,613.04	\$ 83,841.68	\$ 88,070.32	\$ 92,239.68		
P332	HOLIDAY PAY	\$ 3,299.92	\$ 3,522.48	\$ 3,745.04	\$ 3,967.60	\$ 4,190.16	\$ 4,412.72	\$ 4,635.28	\$ 4,854.72		
	TOTAL PAY ****	\$ 65,998.40	\$ 70,449.60	\$ 74,900.80	\$ 79,352.00	\$ 83,803.20	\$ 88,254.40	\$ 92,705.60	\$ 97,094.40		
	HOURLY RATE	\$ 31.73	\$ 33.87	\$ 36.01	\$ 38.15	\$ 40.29	\$ 42.43	\$ 44.57	\$ 46.68		
Police Sergeant	BASE PAY	\$ 74,613.76	\$ 78,526.24	\$ 82,438.72	\$ 86,351.20	\$ 90,263.68	\$ 94,176.16	\$ 98,088.64	\$ 102,001.12	\$ 105,913.60	\$ 109,766.80
P335	HOLIDAY PAY	\$ 3,927.04	\$ 4,132.96	\$ 4,338.88	\$ 4,544.80	\$ 4,750.72	\$ 4,956.64	\$ 5,162.56	\$ 5,368.48	\$ 5,574.40	\$ 5,777.20
	TOTAL PAY ****	\$ 78,540.80	\$ 82,659.20	\$ 86,777.60	\$ 90,896.00	\$ 95,014.40	\$ 99,132.80	\$ 103,251.20	\$ 107,369.60	\$ 111,488.00	\$ 115,544.00
	HOURLY RATE	\$ 37.76	\$ 39.74	\$ 41.72	\$ 43.70	\$ 45.68	\$ 47.66	\$ 49.64	\$ 51.62	\$ 53.60	\$ 55.55
Police Lieutenant	BASE PAY	\$ 87,675.12	\$ 92,437.28	\$ 97,199.44	\$ 101,961.60	\$ 106,723.76	\$ 111,485.92	\$ 116,248.08	\$ 121,010.24	\$ 125,772.40	\$ 130,475.28
P337	HOLIDAY PAY	\$ 4,614.48	\$ 4,865.12	\$ 5,115.76	\$ 5,366.40	\$ 5,617.04	\$ 5,867.68	\$ 6,118.32	\$ 6,368.96	\$ 6,619.60	\$ 6,867.12
	TOTAL PAY ****	\$ 92,289.60	\$ 97,302.40	\$ 102,315.20	\$ 107,328.00	\$ 112,340.80	\$ 117,353.60	\$ 122,366.40	\$ 127,379.20	\$ 132,392.00	\$ 137,342.40
	HOURLY RATE	\$ 44.37	\$ 46.78	\$ 49.19	\$ 51.60	\$ 54.01	\$ 56.42	\$ 58.83	\$ 61.24	\$ 63.65	\$ 66.03

TOTAL PAY: TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 13 HOLIDAYS RECOGNIZED BY THE CITY (104 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF OFFICER, CORPORAL, SERGEANT AND LIEUTENANT 104 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER POLICE DEPARTMENTS. 8 HOURS OF PERSONAL LEAVE TIME OFF IS OFFERED TO THESE RANKS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by scheduled hours - 2080.

APPENDIX C

FAYETTEVILLE FIRE DEPARTMENT PAY PLAN 24 HOUR SHIFT EFFECTIVE 03-31-2025

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	BASE PAY	\$ 50,740.56	\$ 52,846.56	\$ 54,952.56	\$ 57,058.56	\$ 59,164.56	\$ 61,270.56	\$ 63,376.56	\$ 65,482.56	\$ 67,588.56	\$ 69,694.56
F232-S	HOLIDAY PAY	\$ 1,879.28	\$ 1,957.28	\$ 2,035.28	\$ 2,113.28	\$ 2,191.28	\$ 2,269.28	\$ 2,347.28	\$ 2,425.28	\$ 2,503.28	\$ 2,581.28
	TOTAL PAY ****	\$ 52,619.84	\$ 54,803.84	\$ 56,987.84	\$ 59,171.84	\$ 61,355.84	\$ 63,539.84	\$ 65,723.84	\$ 67,907.84	\$ 70,091.84	\$ 72,275.84
	HOURLY RATE - SHIFT	\$ 18.07	\$ 18.82	\$ 19.57	\$ 20.32	\$ 21.07	\$ 21.82	\$ 22.57	\$ 23.32	\$ 24.07	\$ 24.82
Driver	BASE PAY	\$ 58,350.24	\$ 60,708.96	\$ 63,067.68	\$ 65,426.40	\$ 67,785.12	\$ 70,143.84	\$ 72,502.56	\$ 74,861.28	\$ 77,220.00	\$ 79,522.56
F235-S	HOLIDAY PAY	\$ 2,161.12	\$ 2,248.48	\$ 2,335.84	\$ 2,423.20	\$ 2,510.56	\$ 2,597.92	\$ 2,685.28	\$ 2,772.64	\$ 2,860.00	\$ 2,945.28
	TOTAL PAY ****	\$ 60,511.36	\$ 62,957.44	\$ 65,403.52	\$ 67,849.60	\$ 70,295.68	\$ 72,741.76	\$ 75,187.84	\$ 77,633.92	\$ 80,080.00	\$ 82,467.84
	HOURLY RATE - SHIFT	\$ 20.78	\$ 21.62	\$ 22.46	\$ 23.30	\$ 24.14	\$ 24.98	\$ 25.82	\$ 26.66	\$ 27.50	\$ 28.32
Captain	BASE PAY	\$ 72,137.52	\$ 75,057.84	\$ 77,978.16	\$ 80,898.48	\$ 83,818.80	\$ 86,739.12	\$ 89,659.44	\$ 92,579.76	\$ 95,500.08	\$ 98,392.32
F238-S	HOLIDAY PAY	\$ 2,671.76	\$ 2,779.92	\$ 2,888.08	\$ 2,996.24	\$ 3,104.40	\$ 3,212.56	\$ 3,320.72	\$ 3,428.88	\$ 3,537.04	\$ 3,644.16
	TOTAL PAY ****	\$ 74,809.28	\$ 77,837.76	\$ 80,866.24	\$ 83,894.72	\$ 86,923.20	\$ 89,951.68	\$ 92,980.16	\$ 96,008.64	\$ 99,037.12	\$ 102,036.48
	HOURLY RATE - SHIFT	\$ 25.69	\$ 26.73	\$ 27.77	\$ 28.81	\$ 29.85	\$ 30.89	\$ 31.93	\$ 32.97	\$ 34.01	\$ 35.04
Battalion Chief	BASE PAY	\$ 92,214.72	\$ 95,640.48	\$ 99,066.24	\$ 102,492.00	\$ 105,917.76	\$ 109,343.52	\$ 112,769.28	\$ 116,195.04	\$ 119,620.80	\$ 123,046.56
F241-S	HOLIDAY PAY	\$ 3,415.36	\$ 3,542.24	\$ 3,669.12	\$ 3,796.00	\$ 3,922.88	\$ 4,049.76	\$ 4,176.64	\$ 4,303.52	\$ 4,430.40	\$ 4,557.28
	TOTAL PAY ****	\$ 95,630.08	\$ 99,182.72	\$ 102,735.36	\$ 106,288.00	\$ 109,840.64	\$ 113,393.28	\$ 116,945.92	\$ 120,498.56	\$ 124,051.20	\$ 127,603.84
	HOURLY RATE - SHIFT	\$ 32.84	\$ 34.06	\$ 35.28	\$ 36.50	\$ 37.72	\$ 38.94	\$ 40.16	\$ 41.38	\$ 42.60	\$ 43.82

24 HR SHIFT SCHEDULED HOURS: 2912 TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 13 HOLIDAYS RECOGNIZED BY THE CITY (104 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF FIREFIGHTER, DRIVER, CAPTAIN AND BATTALION CHIEF 112 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER FIRE DEPARTMENTS.

*****NOTE The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by 2912.

APPENDIX C

FAYETTEVILLE FIRE DEPARTMENT PAY PLAN DAY SHIFT EFFECTIVE 03-31-2025

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	BASE PAY	\$ 50,012.56	\$ 52,087.36	\$ 54,162.16	\$ 56,236.96	\$ 58,311.76	\$ 60,386.56	\$ 62,461.36	\$ 64,536.16	\$ 66,610.96	\$ 68,725.28
F232-D	HOLIDAY PAY	\$ 2,632.24	\$ 2,741.44	\$ 2,850.64	\$ 2,959.84	\$ 3,069.04	\$ 3,178.24	\$ 3,287.44	\$ 3,396.64	\$ 3,505.84	\$ 3,617.12
	TOTAL PAY ****	\$ 52,644.80	\$ 54,828.80	\$ 57,012.80	\$ 59,196.80	\$ 61,380.80	\$ 63,564.80	\$ 65,748.80	\$ 67,932.80	\$ 70,116.80	\$ 72,342.40
	HOURLY RATE - SHIFT	\$ 25.31	\$ 26.36	\$ 27.41	\$ 28.46	\$ 29.51	\$ 30.56	\$ 31.61	\$ 32.66	\$ 33.71	\$ 34.78
Driver	BASE PAY	\$ 57,501.60	\$ 59,833.28	\$ 62,164.96	\$ 64,496.64	\$ 66,828.32	\$ 69,160.00	\$ 71,491.68	\$ 73,823.36	\$ 76,155.04	\$ 78,427.44
F235-D	HOLIDAY PAY	\$ 3,026.40	\$ 3,149.12	\$ 3,271.84	\$ 3,394.56	\$ 3,517.28	\$ 3,640.00	\$ 3,762.72	\$ 3,885.44	\$ 4,008.16	\$ 4,127.76
	TOTAL PAY ****	\$ 60,528.00	\$ 62,982.40	\$ 65,436.80	\$ 67,891.20	\$ 70,345.60	\$ 72,800.00	\$ 75,254.40	\$ 77,708.80	\$ 80,163.20	\$ 82,555.20
	HOURLY RATE - SHIFT	\$ 29.10	\$ 30.28	\$ 31.46	\$ 32.64	\$ 33.82	\$ 35.00	\$ 36.18	\$ 37.36	\$ 38.54	\$ 39.69
Captain	BASE PAY	\$ 71,056.96	\$ 73,941.92	\$ 76,826.88	\$ 79,711.84	\$ 82,596.80	\$ 85,481.76	\$ 88,366.72	\$ 91,251.68	\$ 94,136.64	\$ 97,021.60
F238-D	HOLIDAY PAY	\$ 3,739.84	\$ 3,891.68	\$ 4,043.52	\$ 4,195.36	\$ 4,347.20	\$ 4,499.04	\$ 4,650.88	\$ 4,802.72	\$ 4,954.56	\$ 5,106.40
	TOTAL PAY ****	\$ 74,796.80	\$ 77,833.60	\$ 80,870.40	\$ 83,907.20	\$ 86,944.00	\$ 89,980.80	\$ 93,017.60	\$ 96,054.40	\$ 99,091.20	\$ 102,128.00
	HOURLY RATE - SHIFT	\$ 35.96	\$ 37.42	\$ 38.88	\$ 40.34	\$ 41.80	\$ 43.26	\$ 44.72	\$ 46.18	\$ 47.64	\$ 49.10
Battalion Chief	BASE PAY	\$ 90,935.52	\$ 94,314.48	\$ 97,693.44	\$ 101,072.40	\$ 104,451.36	\$ 107,830.32	\$ 111,209.28	\$ 114,588.24	\$ 117,967.20	\$ 121,286.88
F241-D	HOLIDAY PAY	\$ 4,786.08	\$ 4,963.92	\$ 5,141.76	\$ 5,319.60	\$ 5,497.44	\$ 5,675.28	\$ 5,853.12	\$ 6,030.96	\$ 6,208.80	\$ 6,383.52
	TOTAL PAY ****	\$ 95,721.60	\$ 99,278.40	\$ 102,835.20	\$ 106,392.00	\$ 109,948.80	\$ 113,505.60	\$ 117,062.40	\$ 120,619.20	\$ 124,176.00	\$ 127,670.40
	HOURLY RATE - SHIFT	\$ 46.02	\$ 47.73	\$ 49.44	\$ 51.15	\$ 52.86	\$ 54.57	\$ 56.28	\$ 57.99	\$ 59.70	\$ 61.38
Division Chief	BASE PAY	\$ 93,109.12	\$ 97,436.56	\$ 101,764.00	\$ 106,091.44	\$ 110,418.88	\$ 114,746.32	\$ 119,073.76	\$ 123,401.20	\$ 127,728.64	\$ 131,996.80
F244-D	HOLIDAY PAY	\$ 4,900.48	\$ 5,128.24	\$ 5,356.00	\$ 5,583.76	\$ 5,811.52	\$ 6,039.28	\$ 6,267.04	\$ 6,494.80	\$ 6,722.56	\$ 6,947.20
	TOTAL PAY ****	\$ 98,009.60	\$ 102,564.80	\$ 107,120.00	\$ 111,675.20	\$ 116,230.40	\$ 120,785.60	\$ 125,340.80	\$ 129,896.00	\$ 134,451.20	\$ 138,944.00
	HOURLY RATE - SHIFT	\$ 47.12	\$ 49.31	\$ 51.50	\$ 53.69	\$ 55.88	\$ 58.07	\$ 60.26	\$ 62.45	\$ 64.64	\$ 66.80

DAY SHIFT SCHEDULED HOURS: 2080 TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 13 HOLIDAYS RECOGNIZED BY THE CITY (104 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF FIREFIGHTER, DRIVER, CAPTAIN AND BATTALION CHIEF 112 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER FIRE DEPARTMENTS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by 2080.

APPENDIX D

COMBINED PAY PLAN GRIDS

NON-UNIFORMED STAFF PAY PLAN EFFECTIVE DATE 4/1/2024

Annualized amounts are based on hourly rates.

GRADE/DESC		HOURS	HOURLY RATE			ANNUALIZED		
			MIN	MARKET	MAX	MIN	MARKET	MAX
MERIT EMPLOYEES								
J410	T1	2080	\$14.74	\$17.76	\$22.02	\$30,659.20	\$36,940.80	\$45,801.60
J411	T1	2080	\$16.17	\$19.48	\$24.16	\$33,633.60	\$40,518.40	\$50,252.80
J412	T1	2080	\$16.71	\$20.13	\$24.96	\$34,756.80	\$41,870.40	\$51,916.80
J413	T1	2080	\$17.79	\$21.43	\$26.57	\$37,003.20	\$44,574.40	\$55,265.60
J414	T1	2080	\$18.84	\$22.70	\$28.15	\$39,187.20	\$47,216.00	\$58,552.00
J415	T1	2080	\$19.92	\$24.00	\$29.76	\$41,433.60	\$49,920.00	\$61,900.80
J416	T1	2080	\$20.99	\$25.29	\$31.36	\$43,659.20	\$52,603.20	\$65,228.80
J417	T1	2080	\$22.05	\$26.57	\$32.95	\$45,864.00	\$55,265.60	\$68,536.00
J418	T1	2080	\$23.12	\$27.86	\$34.55	\$48,089.60	\$57,948.80	\$71,864.00
J419	T1	2080	\$24.19	\$29.15	\$36.15	\$50,315.20	\$60,632.00	\$75,192.00
J420	T1	2080	\$25.27	\$30.45	\$37.76	\$52,561.60	\$63,336.00	\$78,540.80
J421	T2	2080	\$25.31	\$30.49	\$37.81	\$52,644.80	\$63,419.20	\$78,644.80
J422	T2	2080	\$26.27	\$31.65	\$39.25	\$54,641.60	\$65,832.00	\$81,640.00
J423	T2	2080	\$27.28	\$32.87	\$40.76	\$56,742.40	\$68,369.60	\$84,780.80
J424	T2	2080	\$28.83	\$34.73	\$43.07	\$59,966.40	\$72,238.40	\$89,585.60
J425	T2	2080	\$30.87	\$37.19	\$46.12	\$64,209.60	\$77,355.20	\$95,929.60
J426	T2	2080	\$32.91	\$39.65	\$49.17	\$68,452.80	\$82,472.00	\$102,273.60
J427	T2	2080	\$34.95	\$42.11	\$52.22	\$72,696.00	\$87,588.80	\$108,617.60
J428	T2	2080	\$37.00	\$44.58	\$55.28	\$76,960.00	\$92,726.40	\$114,982.40
J429	T2	2080	\$39.03	\$47.03	\$58.32	\$81,182.40	\$97,822.40	\$121,305.60
J430	T2	2080	\$41.09	\$49.50	\$61.38	\$85,467.20	\$102,960.00	\$127,670.40
J431	T3	2080	\$40.89	\$49.26	\$61.08	\$85,051.20	\$102,460.80	\$127,046.40
J432	T3	2080	\$43.07	\$51.89	\$64.34	\$89,585.60	\$107,931.20	\$133,827.20
J433	T3	2080	\$45.26	\$54.53	\$67.62	\$94,140.80	\$113,422.40	\$140,649.60
J434	T3	2080	\$47.46	\$57.18	\$70.90	\$98,716.80	\$118,934.40	\$147,472.00
J435	T3	2080	\$49.64	\$59.81	\$74.16	\$103,251.20	\$124,404.80	\$154,252.80
J436	T3	2080	\$51.83	\$62.45	\$77.44	\$107,806.40	\$129,896.00	\$161,075.20
J437	T3	2080	\$54.02	\$65.09	\$80.71	\$112,361.60	\$135,387.20	\$167,876.80
J438	T3	2080	\$56.22	\$67.73	\$83.99	\$116,937.60	\$140,878.40	\$174,699.20
J439	T3	2080	\$58.41	\$70.37	\$87.26	\$121,492.80	\$146,369.60	\$181,500.80
J440	T3	2080	\$60.61	\$73.02	\$90.54	\$126,068.80	\$151,881.60	\$188,323.20
J441	T3	2080	\$62.80	\$75.66	\$93.82	\$130,624.00	\$157,372.80	\$195,145.60
J442	T3	2080	\$64.99	\$78.30	\$97.09	\$135,179.20	\$162,864.00	\$201,947.20
J443	T3	2080	\$67.76	\$81.64	\$101.23	\$140,940.80	\$169,811.20	\$210,558.40
FIRE STEP PAY PLAN EFFECTIVE 3-31-2025 (2912 hours)								
F232	Firefighter	2912	\$18.07		\$24.82	\$52,619.84		\$72,275.84
F235	Driver	2912	\$20.78		\$28.32	\$60,511.36		\$82,467.84
F238	Captain	2912	\$25.69		\$35.04	\$74,809.28		\$102,036.48
F241	Battalion Chief	2912	\$32.84		\$43.82	\$95,630.08		\$127,603.84
POLICE STEP PAY PLAN EFFECTIVE 3-31-2025 (2080 hours)								
P330	Officer	2080	\$27.74		\$39.22	\$57,699.20		\$81,577.60
P332	Corporal	2080	\$31.73		\$46.68	\$65,998.40		\$97,094.40
P335	Sergeant	2080	\$37.76		\$55.55	\$78,540.80		\$115,544.00
P337	Lieutenant	2080	\$44.37		\$66.03	\$92,289.60		\$137,342.40

RFP 25-09, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, May 6, 2025

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: RFP 25-09, Compensation Consultant

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the RFP. **PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID PORTAL/RFP FORM.**

1. Questions – The following questions have been received and answered by the corresponding department:
 - a. Question: Does the City anticipate replacing Trainery 1 Combuilder as part of this process?
 - i. Answer: *The City anticipates reviewing job grading systems/software.*
 - b. Question: If the City anticipates replacing Trainery 1 Combuilder, can you please share any difficulties or challenges that have led you to do so?
 - i. Answer: *N/A*
 - c. Question: Who completed the City's salary survey in 2024 (that was implemented in 2025)?
 - i. Answer: *JERHR Group*
 - d. Question: Can you share why the City is conducting another study so recently following the 2024 survey and the 2025 implementation of those findings?
 - i. Answer: *The current Compensation Philosophy includes annual survey.*
 - e. Question: Given that the City is requesting additional or alternative services not listed in the RFP, how do you anticipate consistently evaluating cost proposals?
 - i. Answer: *The City anticipates evaluating cost proposals based on service levels provided.*
 - f. Question: For the post implantation support, does the City prefer an hourly agreement or a retainer?
 - i. Answer: *The City prefers to be billed per project.*

- g. Question: Are any of the City's employees represented by a union? If so, how many separate organizations and contracts?
 - i. Answer: *N/A*
- h. Question: What is the City's desired timeline for completion and is there flexibility in this date, if necessary?
 - i. Answer: *Fall 2025*
- i. Question: What is the City's approved budget for consulting services to be provided under this procurement?
 - i. Answer: *Budget will be reviewed pending selection of firm.*
- j. Question: The RFP requests the awarded consultant to "Review current survey methodology and provide recommendations on future survey methodology to include frequency of surveys and benchmark data sources." Can you elaborate on the current benchmarking methodology of the City?
 - i. Answer: *The City anticipates reviewing recommendations for a methodology. The current methodology can be found in the most recent City Council approved survey/pay plan.*
- k. Question: Is the City requesting a custom compensation and benefits survey as a part of this project? A custom survey would involve the awarded consultant reaching out to other peer city governments to gather their compensation and benefits data.
 - i. Answer: *Yes, the City is requesting that.*
- l. Question: This RFP requests an "Evaluation of each job description". Is the City requesting that the awarded consultant update the content of each job description?
 - i. Answer: *No, the City is not requesting that.*
- m. Question: Does the City expect that meetings and presentations will be held virtually or in person?
 - i. Answer: *In person, virtual only when necessary.*



RFP 25-09 Addendum 1

McGrath Human Resources Group, Inc.

McGrath Consulting Group

Supplier Response

Event Information

Number: RFP 25-09 Addendum 1
Title: Compensation Consultant
Type: Request for Proposal
Issue Date: 4/27/2025
Deadline: 5/21/2025 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals for qualified firms to provide compensation consulting services. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director, at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

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

McGrath Human Resources Group, Inc. Information

Contact: Victoria McGrath, Ph.D.
Address: PO Box 865
Jamestown, TN 38556
Phone: (815) 728-9111
Email: victoriaphd@mcgrathconsulting.com
Web Address: www.mcgrathhumanresources.com

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

Dr. Victoria McGrath
Signature

victoriaphd@mcgrathconsulting.com
Email

Submitted at 5/17/2025 12:53:44 PM (CT)

Requested Attachments

RFP 25-09, Compensation Consultant

Fayetteville AR due 5.21.25
Electronic.pdf

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

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

**Professional Proposal Prepared for
City of Fayetteville, Arkansas**



**CITY OF
FAYETTEVILLE
ARKANSAS**

**Compensation Consultant Services
RFP 25-09**

Submitted By:

McGrath Human Resources Group

**PO Box 865
Jamestown, TN 38556**

**Dr. Victoria McGrath, CEO
victoriaphd@mcgrathconsulting.com
815.728.9111**



**May 21, 2025
2:00 P.M. CST**

May 21, 2025

Amanda Beilfuss
Procurement Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Amanda Beilfuss:

Thank you for the opportunity to submit our qualifications to become your compensation business partner and perform a Classification and Compensation Study for the City of Fayetteville, Arkansas.

Developing and maintaining a competitive compensation and classification plan in today's current environment is extremely challenging, yet essential to attract, motivate, engage, and retain a qualified workforce. McGrath Human Resources Group understands the issues public sector entities are facing as our firm provides human resources consulting services primarily for the public sector, with an emphasis on compensation. We offer a transparent, engaging, and collaborative approach to develop a compensation solution built specifically for each client, which aligns with your compensation philosophy and strategy to attract and retain competent professionals, conform to all legal requirements, and fit within the City's fiscal reality.

Our process is built on communication and transparency. We start by working with City leadership and department heads to understand current compensation practices, challenges, and future needs. A job classification analysis follows, using Position Questionnaires to assess responsibilities, competencies, and career progression opportunities. Our Firm utilizes Best Practices throughout the process, which includes real-time salary data from the identified comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City. Based upon this market analysis and position analysis, we make recommendations that align with the City's desired compensation strategy. Once finalized, we prepare comprehensive reports with methodology, findings, and implementation strategies, followed by presentations to City leaders and employees. Our team remains available to support implementation, ensuring a smooth transition to the updated system.

Why Choose McGrath Human Resources Group?

We do not ask you to adapt to an off-the-shelf solution.

- ❖ Even in municipalities that appear to be similar, each entity has unique qualities, culture, and needs.
- ❖ We work hard to understand your goals, fiscal realities, and compensation history so we can offer practical and sustainable options for a compensation solution that addresses your needs while holding to best practices that maintain validity and compliance in the system.

We specialize in and understand public employment and local municipalities.

- ❖ We specialize in public sector consulting; thus, we are in a unique position to understand and work with your stakeholders to make a sound investment that will benefit the City.
- ❖ Our consulting team is comprised of individuals with previous local government, city and county government and library systems professional work experience.
- ❖ An investment in your employee's compensation plan is an investment in your community, and we recognize the investment you are making is with taxpayer dollars.

Our long history brings a unique breadth of experience.

- ❖ We have experience with the development of innovative or traditional approaches, with the knowledge of climates where those approaches usually succeed in helping us tailor the best solutions for you.
- ❖ We wish to foster a partnership with our clients by pursuing a depth of understanding of your philosophy, culture, challenges, and successes so the synergy outcome provides a compensation system that makes sense philosophically and fiscally for your organization.

We are successful.

- ❖ In our 25th year in business, with over 620 clients in 41 states, we are proud that 99% of our projects have been fully adopted and implemented.
- ❖ Our success stems from sound principles and best practices throughout our work and the relationships we build through collaboration and transparency with the project.

Detailed information regarding our firm, consulting team, scope of work, work plan, methodology and process, proposed work schedule, project fees, and other required information are presented within this proposal. All conditions contained in the attached proposal are valid for a minimum of 90 days from May 21, 2025. I am the authorized individual to contractually bind the Firm and principal contact for this project.

As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask. We look forward to the opportunity to work with the City of Fayetteville and its employees on this important project.

Sincerely,



Victoria J. McGrath, Ph.D., CEO
PO Box 365 Jamestown, TN 38556
815.728.9111 (office)
931.214.2262 (direct)
victoriaphd@mcgrathconsulting.com



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Executive Summary

The following describes the highlights of the proposal.

McGrath Human Resources Group has conducted hundreds of comprehensive compensation and total rewards studies nationwide, with a primary focus on public sector organizations. Our consulting team consists of experienced human resource professionals with backgrounds in both the public and private sectors, including significant experience in municipal operations. Detailed information about the Firm and project history is provided.

The Concept and Solution section of this proposal provides the City with a detailed description of our concept and solution, including our understanding of the project's goals and specific deliverables we propose to meet those objectives. The project will begin with a collaborative process to define or confirm the City's compensation philosophy and conduct a needs assessment to identify structural strengths and opportunities. This will be followed by a thorough classification, compensation, and benefits analysis utilizing Best Practices and current, real-time labor market data from a mutually identified set of comparable organizations. Our analysis includes salary, specialty pay, and benefit comparisons, as well as a review of the City's salary structures, internal equity, compression issues, and policies for administering compensation. Data collected is then synthesized into meaningful findings, allowing the City to visualize system changes and understand both fiscal and operational impacts. A visual representation of the work plan and project phases is provided in the Proposal.

The total project timeline is estimated to take approximately seven (7) months, as outlined in the project schedule. Although this timeline allows for flexibility, it also accounts for potential delays in data collection from comparable organizations—particularly post-pandemic—as we rely on real-time data rather than historical databases. Our Firm prioritizes the accuracy of current labor market conditions and adjusts our data collection process accordingly to maintain data integrity.

An overview of the McGrath Human Resources project team assigned to this engagement is provided. Each member of the team brings deep experience in public sector human resources, with specialized experience in compensation systems, benefit analysis, classification, policy development, and public safety compensation. Our team structure is designed to ensure comprehensive subject matter coverage and assist with the project execution. The designated Project Manager, Dr. Victoria McGrath, will serve as the primary point of contact and will lead all phases of the study. Supporting consultants will contribute based on their specific areas of expertise, helping the City develop thoughtful and actionable solutions that reflect best practices.

A summary of our related project experience and client references is provided. McGrath Human Resources Group has served over 620 public sector clients across 41 states. While this proposal includes a representative list of projects and references, we will gladly provide additional client contacts at the City's request.

Our Firm provides services on a fixed-fee basis, inclusive of all consulting fees, administrative costs, and travel expenses. The total cost of the project is \$151,500 plus travel expenses not to exceed \$8,000. Should the City desire additional or fewer in-person meetings, this portion of the fee can be adjusted accordingly. Detailed pricing information is provided.



Business Organization

McGrath Consulting Group, Inc. was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). Our Firm has over 20 professional consultants who are assigned to projects based upon their professional background and skillset they bring to each client.

McGrath Human Resources Group is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide, including Arkansas. **The Human Resources consulting team is comprised of experienced human resources practitioners from the local city and county government, and public library systems.**

Company Name	McGrath Human Resources Group
Parent Organization	McGrath Consulting Group, Inc.
Established	May 1, 2000
Years of Service	25
Type of Firm	Private Corporation
Company Mailing Address	P.O. Box 865 Jamestown, TN 38556
Responsible Party	Dr. Victoria McGrath, Ph.D., SPHR CEO
Email Address	victoriaphd@mcgrathconsulting.com
Phone Number	(815) 728-9111
Insurance	Erie Insurance: Auto and General Liability, AmTrust: Workers Compensation Mount Vernon: Professional Liability Chubb: Cyber Security Liability Certificates of Insurance provided with services agreement
Office Locations	Chippewa Falls, WI Columbia, MO Jamestown, TN Katy, TX Strongsville, OH
Owners/Business Principals	Dr. Victoria J. McGrath Dr. Tim McGrath

We do not offer an off-the-shelf work product, but rather, we approach each client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, Fair Labor Standards Act (FLSA) exemption review, training, policy development, operational studies, and staffing studies. Our Human Resources team is also involved in organizational studies related to public safety.

McGrath Human Resources Group affirms that no principal or employee of our firm has any known relationship – personal, professional, or financial – with any current employee or elected official of the City of Fayetteville. We are not aware of any existing or potential conflicts of interest that would impair the Firm’s ability to perform the services outlined in this proposal.



Concept and Solution

Project Understanding

McGrath understands the City is seeking a comprehensive compensation-based market review, which includes base pay, specialty/incentive pay, and benefits to assess the City's overall market position. The Study will be an engaging and collaborative process with City leaders to confirm or refine the City's compensation philosophy and ensure the current compensation systems then align the City to that defined compensation philosophy.

The Study will include a needs analysis to identify strengths and challenges in the current structures. The Study will include an external market analysis to identify the competitive market. Salary range and position placement recommendations will be provided to the City, in addition to a detailed cost estimate for implementation and forecasting for future compensation years.

The project will also include a benefits analysis to provide the City with a Total Compensation assessment and provide opportunities with the City's fringe benefit and other compensation programs. The development of recommendations will be based upon a foundation of best practices methodology to utilize objective market data, compression analysis, job analysis information, and in consideration of internal equity. Our methodology also has a robust review process to ensure accuracy prior to implementation.

We utilize an interactive process with City Administration, Departments Directors, and employees (as applicable) throughout the project and work from a communication plan developed collaboratively with City Administration.

McGrath Human Resources Group is recognized nationally for our specialization in public sector compensation consulting. With over 620 government clients across 41 states, our firm brings a deep understanding of the challenges municipalities face in balancing competitive pay with fiscal responsibility. Our tailored approach, real-time market data collection, and practical implementation strategies make us a trusted partner for organizations seeking sustainable compensation results.

Proposed Deliverables

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables. With this in mind, the following are our proposed deliverables for this project:

- ❖ Guide the District in ***identifying and confirming your pay philosophy*** including your desired position in the market.
- ❖ Obtain information on each job title/position through ***department meetings, job descriptions, and targeted job evaluation processes***.
- ❖ Develop step pay plans for both Police and Fire personnel that align with ***tenure progression, internal equity, and external market data***.
- ❖ Design a merit pay plan that ***reflects the City's performance objectives*** and supports a culture of achievement and accountability.



- ❖ Obtain and ***establish benchmark compensation data from the external market*** through a survey/request for data of mutually identified, comparable entities.
- ❖ Complete an ***analysis of the existing salary schedules and progression through the systems*** to identify existing issues to be addressed during project.
- ❖ Complete a ***compression analysis*** and develop strategies to address during the update and implementation of the compensation systems, if problematic.
- ❖ Integrate the data from the external market, internal market, and job evaluation to ***update or redevelop a comprehensive compensation system*** to align with your compensation philosophy.
- ❖ Provide a ***cost estimate and implementation options*** based on the City's fiscal abilities.
- ❖ Review and recommend ***compensation policy and procedure changes*** that will assure consistent implementation and application of compensation.
- ❖ Train Human Resources staff on job evaluation practices and ***provide guidance for the ongoing maintenance and administration*** of the compensation system.
- ❖ ***Provide final reports*** and a ***presentation*** to elected officials and others as desired.
- ❖ ***Support implementation*** of approved compensation system(s).

Benefits

- ❖ Obtain and ***establish benchmark benefit data from the external market*** through a survey of mutually identified, comparable entities.
- ❖ Complete an ***analysis of the benefits*** to identify the City's standing in the market as it pertains to benefits.
- ❖ Integrate ***compensation and benefit findings*** to provide the organization with a ***total rewards*** viewpoint.

Overview

In any governmental organization, salaries and benefits are typically the largest budget item. An investment in your employee's compensation plan is an investment in your community, and we recognize the investment you are making is with tax dollars. We also understand a competitive compensation system is an important element for the City's ability to hire, cultivate, and retain employees who provide service and value to all City stakeholders, regardless of the organization's size.

Similarly, proper classification, internal equity, career opportunities, and addressing any compression issues serve to define an employee's role in the organization, and their feeling of value and willingness to actively engage in their work for the organization. Therefore, it is important for the City to have a system that promotes the active engagement of employees, is non-discriminatory, is legally defensible, is efficient to manage, and can accommodate organizational growth and change. Thus, we tailor our services to meet the needs and unique structure and culture of the City.

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. ***After conducting a needs assessment with the City, defining the City's compensation philosophy with City leaders, and analyzing the current Compensation and Classification System in place, our Firm utilizes Best Practices throughout the process, which includes salary data and job content data from its mutually identified comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City before any adjustments or updates are recommended.***



Program

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication, and transparency in mind while developing a sound work plan with identified deliverables. The proposal steps can be discussed and adjusted to meet the projects needs of the City.

1. Project Orientation

- ❖ Communicate with the City's project designee to:
 - Provide a list of documents and data needed to begin the project.
 - Discuss project expectations and milestones.
 - Begin developing a communication plan.
 - Schedule initial meetings.

Our philosophy is to tailor each project to meet the needs, unique structure, and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct introductory meetings with City Leaders and all Department Heads/Managers to:

- ❖ Explore your organization's current compensation system, compensation philosophy, and strategy.
- ❖ Gain an understanding of the goals, values, and structure of the overall organization.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

Our philosophy is to have direct conversations with management and administration to identify challenges and concerns with the current system and future needs; so we may develop comprehensive recommendations to best address those needs.

Other Introductory communications are recommended:

- ❖ Conduct introductory meetings with elected officials to discuss elements of compensation philosophy and expectations.
- ❖ Introductory employee communications and/or meetings to explain the process of a compensation study, introduce the consulting team, expected assistance, describe the general outcome of the Study, and other related topics as desired by the City.

Communication with elected officials and/or employees during the project allows engagement and offers factual information.



From the introductory meetings, the consulting team will identify:

- ❖ The strengths of the current compensation system.
- ❖ Areas that need to be addressed or are concerns to the current program.
- ❖ Future opportunities in structuring total compensation recommendations.
- ❖ Current compensation program success and challenges.
- ❖ Other characteristics about the City that may impact compensation.

It is our belief that identifying and establishing a compensation philosophy allows for the development of strategic recommendations, such as placement in the market.

An analysis of this information as well as external data collection will be the basis of developing a compensation philosophy that will guide the design and complexity of the City's compensation program. A consistent philosophy will provide a strong foundation for the City. Without a philosophy, leaders often find themselves unsure of what to offer as a total compensation package.

3. Classification Analysis

Although a full classification study is not expected in the scope of this project, a limited classification analysis may be necessary to ensure accuracy when comparing benchmark positions to the external market.

Our philosophy is that job analysis is critical not only for internal equity, but also the establishment of a standardized classification system which will be used to establish pay equity between positions.

Visit our link online to watch a brief video of our PQ process:

<https://youtu.be/OuTcURwtl0o>

A **job analysis** objectively evaluates the duties, responsibilities, tasks, and authority level of each City position and identifies the hierarchy and career progression opportunities. This also supports pay equity. The job analysis is recommended to include the completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors. The **McGrath 360Comp™** PQ has been developed **specifically for use in public sector organizations and is available as an online tool**. This Questionnaire is recommended to be completed on all job titles for purposes of:

- ❖ Expounding upon information provided in job descriptions.
- ❖ Evaluating position responsibilities regarding necessary competencies, experience, education, finances, judgment, decision-making, and other expectations that provide value to the City.
- ❖ Review the job description format and provide recommendations including clarifying instances where statements in the existing job descriptions are vague or absent.
- ❖ Updating and aligning classification changes.
- ❖ Identifying career progression opportunities.

Supervisory Review/Verification. Each incumbent's supervisor or Department Head will be given time to review the completed PQ for content and accuracy and to comment in a designated area of the document. They will sign off on their review prior to submission to the Consultants. If needed, the consulting team may speak with Department Heads, Supervisors, and Human Resources for additional position clarification.



Outcomes. From this process, the current classification system will be updated, as needed. The point factor system for job analysis is teachable, so our clients can continue to use this methodology on their own should they choose. Compensation systems are more likely to be kept up-to-date and relevant which extends the lifecycle of a plan with this tool.

4. Compensation Analysis

A Compensation analysis determines the organization's relative position in the comparable labor market. This analysis allows City leaders to understand the organization's compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

We believe that collecting fresh market data establishes a more accurate look of the current market. We do not utilize third-party market surveys unless requested or discussed with the client in advance.

- ❖ The City and consulting team will cooperatively **identify Comparable Organizations as the labor market**. The City will have input into the list and must approve the list of comparables prior to starting the external market data requests.
- ❖ McGrath consultants will **collect external market data** in real-time specific to the City's positions and specialty pay.
- ❖ The consultants will **analyze salary data**. The Firm collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City's alignment against the market.
- ❖ The consultants will examine the status of your current compensation systems including **structural analysis, compression analysis, and incumbent pay analysis** to give guidance to the consultants for compensation and implementation recommendations and will also provide information to the City regarding **overtime, promotional and retention opportunities, internal equity, and how multiple pay plans are working together**, if applicable.
- ❖ The consultants will **review your compensation-related policies** for compliance and best practices.

The consultants will also gather and analyze external and internal demographic data and workforce metrics to define:

- Employee's tenure within the organization as well as tenure in current position.
- Turnover rate for the organization.
- Local geographic and economic factors impacting the attraction and retention of employees.

Understanding your employee demographics and external challenges allows for the development of strategic recommendations.

The outcome of this portion of the project is very important because it identifies current trends and future predictors. This information guides the consulting team in developing strategy options and recommendations for the City's current and future needs.



5. Benefits and Rewards Analysis

The Consultants will analyze benefit and other compensation findings and identify any trends and/or areas of concern as compared with the Market. A Benefits and Reward Analysis identifies the City's position in the market for the offering of insurance, retirement, paid leave, holiday, and other benefits and rewards identified in a Total Rewards Inventory conducted with the City.

Wages alone do not make up total compensation. A review of benefits in conjunction with wages allows the organization to see the total compensation picture.

6. McGrath 360Comp™ Integration

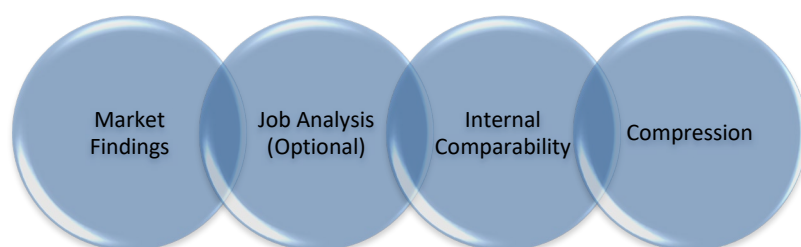
Upon completion of the compensation analysis and job analysis, etc. the consultants will engage the City to:

- ❖ Confirm the recommended compensation philosophy.
- ❖ Discuss the data obtained and share the market summary findings and trends found in the analysis as it compares to the current Compensation System.
- ❖ Discuss the future compensation system.
- ❖ Discuss the tie between the compensation system, performance, and tenure, and provide recommendations to strengthen the City's desired compensation model.

Our philosophy is to help the City understand the full picture between the job analysis, compensation analysis, and summary market findings, which allows the City and consulting team to have a meaningful dialogue to confirm the desired place in the market, desired compensation system model, and other compensation solutions identified.

7. Compensation System Update and Review

The Compensation Systems will be updated or redeveloped with the following information:



Allowing City leaders and department directors the opportunity to review our recommendations in advance of finalization provides an opportunity for dialogue and sound quality control.

The consultants will develop a **detailed fiscal impact** of the Compensation Systems and will present **implementation strategy options** that fit the fiscal needs, culture, and compensation strategy of the City. While some entities can fully implement the compensation systems immediately, some clients have utilized a phased approach. **Compression relief may also be a factor in this process.** We will work with the City to ensure that any phased approach fits with best practices and your fiscal realities. The proposed price includes up to three (3) costing iterations.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Compensation System(s)**. This visit will include meetings with the City's project designee and each Department Director to review placements to identify any concerns prior to finalization. This provides an opportunity to discuss any concerns in placement in the current system and/or ensure proper placement if the System(s) are redesigned.



Policy and Maintenance Recommendations

In addition, the consulting team will provide the organization with the following:

- ❖ Compensation Policy recommendations
- ❖ Recommendations for the maintenance of the Structure
- ❖ Future Market Update recommendations
- ❖ Metrics recommendations

8. Finalization

Up to two (2) Reports will be developed based upon the needs of the project. This could include the following:

The City will receive the Compensation documents and cost estimates in editable format for the City to maintain/integrate.

A **Compensation Policy/Procedure Manual**. This report details:

- a. Study methodology and summary findings.
- b. Recommended compensation structure modifications.
- c. Fiscal impact and implementation strategies.
- d. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward.

A **Final Report**. This report details:

- a. Executive Summary of methodology and visual summary finding graphs.
- b. Recommended compensation structure modifications.
- c. Fiscal impact and implementation strategies.
- d. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward.

The reports will first be provided to the Administration in draft form to allow for feedback before they are placed into final form and provided electronically.

9. Presentation and Communication

The Study includes a **presentation to the City Council and employees**. This presentation is expected in person.

We stand behind our methodology and process, and recommendations. We are available to present findings to the oversight committees, Elected Officials, and Employees.

The consulting team will work with the organization to discuss the preferred **communication plan** and introduce the recommendations to employee groups in depth, and in the manner, you prefer and offer suggestions and recommendations on how to best communicate this information. We prepare correspondence and notices tailored to our client, whether for written, verbal, or electronic presentation.



10. Ongoing Support and Training

McGrath Human Resources Consultants will continue to work with your organization to provide **support and guidance** on the compensation system implementation at no additional cost.

We will continue to assist the City through implementation.

We embrace client independence. We will train Human Resources and provide the tools necessary for self-maintenance, if desired by the City.

The City may also consider its future needs as follows:

- ❖ McGrath Human Resources believes in providing our clients with the tools to be able to manage their Compensation System independently if the client desires. In addition to policy recommendations to manage and maintain the Compensation System, we offer to teach the Human Resources staff the point factor/position analysis process.
- ❖ Alternatively, some clients prefer that McGrath Human Resources set current and future pay grade placements, position changes, and job description development rather than completing that in-house. This can be done for a nominal fee depending upon the time involved in the placement.

Project Progress Communication

Since we work closely with our clients, open communication and collaboration between the consulting team and project designee is critical for the project to be most successful. Because of that, we will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our designated project manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan, so the deliverables are met within the scope and timeline of the project.



Timeline

Based on the size and scope of the project, the expected timeline is customarily up to a 7-month process. The tasks below align to the Detailed Work Plan. We recommend the following:

Activity			Month 1				Month 2-3				Month 4				Month 5				Month 6				Month 7			
			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1- Project orientation/planning																										
Task 2- Project Kickoff meetings with identified stakeholders for information meetings																										
Task 3 – Classification Analysis																										
Task 4 & 5- Market Data collection and analysis																										
Task 5 - Review Findings with City																										
Task 6 – Update Compensation and Classification Systems																										
Task 6 - Review Recommendations and Cost with City																										
Task 7 -Finalize changes. Provide Draft Reports for City review. Finalize Reports.																										
Presentations	Timeline determined with City																									

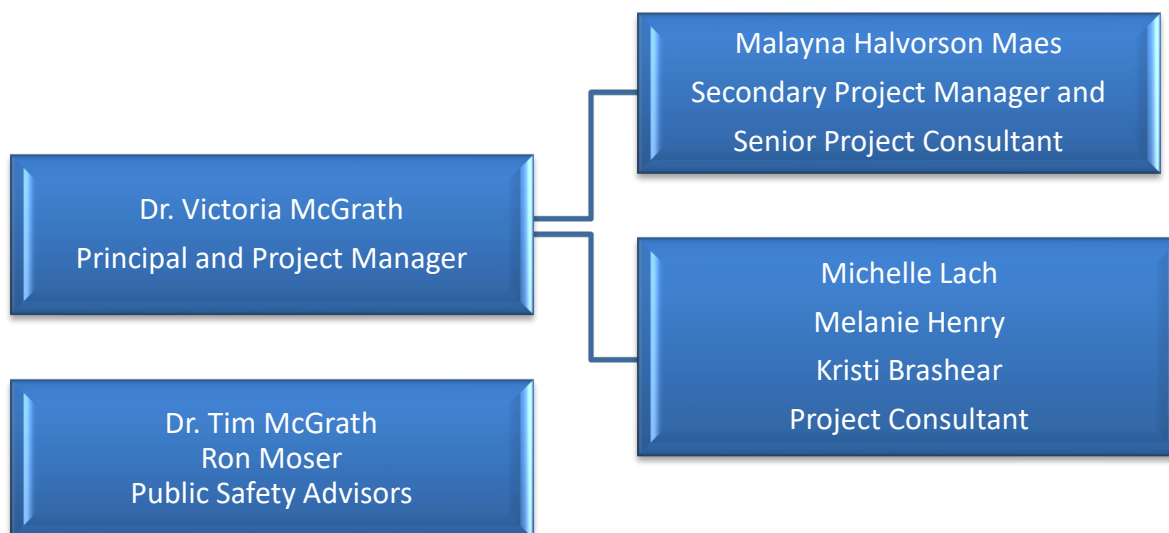
This timeline will be adjusted based on the agreed upon Project Initiation date. There are factors that impact this schedule that may be out of the control of the consultants. The proposed time frame is contingent upon timely receipt of data from the City, timely participation from external comparable organizations; and timely receipt of information and/or feedback from the City. This is monitored by the consulting team and communicated with the City on an ongoing basis.



Account Team Personnel

All consultants are McGrath consultants, and there is **no subcontracting**.

The Consultants were selected for this project based upon their areas of expertise, specialties, and related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspectives and expertise as needed. Primary members of the team and an overview of their project responsibilities are provided.



Principal: A principal of the company is actively involved in every project and is accountable for the project. This position will have authority over the contract and to bind the Firm.

Project Manager: This role has project oversight, will coordinate all work with the consulting team, will have direct routine communication with the City's project designee, and will be hands on in all aspects of the project's activities, leading the consulting team on targeted project activities, and performs primary duties of a project consultant.

Project Consultant: This role works on various project activities, which will include communication documents/tools, interviews, position questionnaire analysis, job description review, classification system development, market data collection and analysis, pay plan review, compensation system development, costing, and drafting reports.

Advisor: This role has specific subject matter expertise that may be called upon for additional consultation for the consulting team for public safety positions, as needed.



Victoria McGrath, Ph.D., SPHR
Chief Executive Officer and Principal (5% of Project)

Dr. Victoria McGrath has an extensive background in the field of human resources, predominately in the public sector; but she also has a number of years in the private sector having worked in health care, banking, and education. She brings over 19 years as an HR practitioner in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI, which had over 500 employees, including five (5) labor unions; the Emmbrook School District, WI – the 2nd largest school district in Wisconsin, also with 5 labor unions; and Citicorp Banks. She has dealt with labor/employee relations; policy, procedure and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath's local government experience touched all local services including police/sheriff, fire, public works/highway, engineering, library, health department, administration, courts, jail, and more.

Dr. McGrath has provided management assistance to more than 200 local government clients on a variety of management issues. In addition to working with government, she has been a speaker for a number of professional organizations and worked with two (2) organizations in developing courses in human resource management to current and upcoming supervisors. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master's in Public Policy Administration Program).

Dr. McGrath's doctoral dissertation dealt with Government as a Learning Organization. Her research dealt with government efficiency in providing services and how governmental services can become more effective.

YEARS WITH FIRM: 25

EDUCATION

- ♦ Ph.D. – Municipal Government as a Learning Organization, University of Wisconsin – Milwaukee, WI
- ♦ Master of Science – Management, Cardinal Stritch College, WI
- ♦ Bachelor of Science – Industrial Relations & Finance, University of Wisconsin – Milwaukee, WI

PROFESSIONAL AFFILIATIONS

- ♦ Society for Human Resources Management
- ♦ Illinois Public Employer Labor Relations Association
- ♦ National Public Employer Labor Relations Association
- ♦ International City/County Manager Association



Malayna Halvorson Maes
Senior Consultant (50% of project)

Malayna Halvorson Maes has served as a human resource professional in both the private and public sectors for over 20 years. She worked previously in health care human resources, then as the Human Resources Director and senior advisor for a county in northwestern Wisconsin. Thus, she has direct experience with the many challenges facing municipal employers. She has been in the role of project manager for projects since 2018.

During her time in county government, Ms. Maes advised the organization through the significant changes at the State level (referred to as Act-10) that resulted in a reduction from five (5) collective bargaining units to one (1) unit, due to reduced legal authority of organized labor in the public sector. As a change agent, she facilitated the development of significant policy changes for the organization. This included conducting a complete evaluation of the compensation system for the county which included a rewrite of all job descriptions, and the implementation of a pay for performance evaluation system. This system was created through the work of a combined employee – manager committee and included the implementation of a performance management software system to streamline the 360-evaluation process. She brings a practical understanding to the development and implementation of complex compensation systems.

As a former Wisconsin Human Resources Director, she is knowledgeable of all facets of local government, including police, public works, engineering, health services, and more. She has been active in a number of professional organizations including SHRM, Chippewa Valley Society of Human Resource Management; WIPFLI Senior HR Forum; Wisconsin Association of County Personnel Directors, and the National Public Employer Labor Relations Association. In addition, she served on the WACPD training Committee, Chair of the Legislative Affairs Committee, a Board of Director member as well as a member of the Services Committee for WPELRA; thus, she takes an active role in defining the profession.

YEARS WITH FIRM: 12

EDUCATION

- ♦ Bachelor of Arts– Psychology, Luther College, Decorah, IA

PROFESSIONAL AFFILIATIONS

- ♦ Society for Human Resources Management
- ♦ National Public Employer Labor Relations Association
- ♦ World at Work, Total Rewards Association

CERTIFICATION

- ♦ Certified Compensation Professional (in process)



Michelle Lach
Project Consultant – Data (15% of Project)

Ms. Lach provides critical research and analytical skills to our compensation and benefits studies. Ms. Lach had ten (10) years of professional human resources experience prior to her time with the Firm in the private sector as an HR Director for a manufacturing company and a pharmaceutical company. Her professional experience with the Firm includes the development of employee handbooks and job descriptions, but now works exclusively with compensation and benefit survey designs and execution, and market research. These critical responsibilities include obtaining, compiling, and analyzing complex data and other information for projects, and supporting the project manager as needed.

YEARS WITH FIRM: 21

EDUCATION

- ♦ Bachelor of Arts– Communication and Organizational Development
Bowling Green State University, Bowling Green, OH
- ♦ Human Resources Program Certification – Baldwin Wallace College, Berea, OH



Melanie Henry
Project Consultant – Benefit and Specialty Pay Analysis (15% of Project)

Melanie Henry has served as a human resource professional in both the non-profit and public sectors for over 25 years. She worked as the Human Resources Manager for a stand-alone public library in mid Missouri for the majority of her time prior to joining McGrath in 2023.

During her time in local government, Ms. Henry advised the organization through evaluations and implementations of defined benefit retirement benefits, paid leave conversion, timekeeping audit and systems, Library Board liaison for Executive Director recruitment and annual performance evaluation, classification and compensation plan, policy development and employee development program. She also provided guidance during a unionization effort and negotiations of the collective bargaining agreement.

She has been active in a number of professional organizations including SHRM and Human Resource Association of Central Missouri (SHRM chapter). In addition, she served on a local City Personnel Advisory Board, and the Human Resources Association of Central Missouri Board.

YEARS WITH FIRM: 3

EDUCATION

- ♦ Bachelor of Arts– Psychology, University of Missouri - Columbia
- ♦ Human Resource Management Certificate – University of Missouri – St. Louis

PROFESSIONAL AFFILIATIONS

- ♦ Society for Human Resources Management
- ♦ Human Resources Association of Central Missouri (HRACMO)
- ♦ World at Work, Total Rewards Association



Kristi Brashear
Project Consultant – Position Analysis (15% of Project)

Kristi Brashear has served in the municipal government sector for more than 15 years. She brings a wealth of experience in municipal management in the areas of human resources and fiscal management. As a former Director of Human Resources, Finance Manager, and Director of Finance in Texas, Ms. Brashear has a successful record in managing complex municipal operations and implementing effective policies and procedures. Her strategic planning skills have been instrumental in guiding cities through both short- and long-term initiatives, ensuring alignment with organizational objectives and promoting sustainable growth. In her role as the former Director of Human Resources, she played a pivotal role in shaping the city's workforce and fostering a culture of excellence and collaboration. Her deep understanding of human resources principles and practices enabled her to implement innovative strategies for talent acquisition, employee development, and performance management.

EDUCATION

- ◆ Associate degree - General Studies, Lone Star College

CERTIFICATION

- ◆ IPMA – Certified HR Professional

PROFESSIONAL AFFILIATIONS

- ◆ Texas Municipal League
- ◆ Texas Municipal Human Resources Association
- ◆ Society for Human Resources Management



PUBLIC SAFETY ADVISORS

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed.

- Dr. Tim McGrath has over 30 years of experience in fire, EMS, communications and emergency management and currently heads the Fire Division, performing operational studies throughout the United States. He served as Chief of fire departments in Gurnee, Illinois and Brookfield, Wisconsin. Dr. McGrath has been an independent consultant since 1997 and is a speaker well-known for his motivational presentations in the United States and internationally. He earned a doctorate in management, a dual master's degree in public administration and management, a bachelor's degree in industrial education, and an associate degree in fire science management.
- Ron Moser has over 30 years of experience in law enforcement serving six municipalities in three states. Serving as Chief for departments within a metropolitan area. Mr. Moser also served as Director of Emergency Management and Village Manager for Hanover Park, Illinois, a municipality of Cook County. He currently heads the law enforcement division performing operational studies throughout the United States. Mr. Moser has two master's degrees in Criminal Justice and Corrections and Law Enforcement Administration.



Corporate Experience

McGrath Consulting is proud to list over 620 client projects in 41 states. Below are a few compensation studies either within the region or similar sized. ***Additional client names, projects and locations are viewable on our website at www.mcgrathhumanresources.com*** and their contact information will be provided upon request. Note: We are currently in the process of completing a compensation study for Pulaski County, AR.

Client Name	Description
Clay County, MO Contact: Dianna Wright Title: County Administrator Phone: 816-407-3622 Email: dwright@claycountymo.gov	Developed a new compensation and classification system for all positions in the County in 2025. Benefits were also included in the project. Implementation is planned for August 2025.
Douglas County, KS Contact: Michelle Spreer Title: Human Resources Manager Phone: 785-832-5149 Email: mspreer@dgcoks.gov	Douglas County, KS Contact: Michelle Spreer Title: Human Resources Manager Phone: 785-832-5149 Email: mspreer@dgcoks.gov
City of Ogden, UT Contact: Heather Briskey Title: Human Resources Director Phone: 801.629.8736 Email: HeatherBriskey@ogdencity.com	Developed a new compensation and classification system for implementation for the City's 2025 fiscal year. The community is part of the Salt Lake City metro region.
Sheboygan County, WI Contact: Dave Loomis Title: Human Resources Director Phone: 920-459-3319 Email: dloomis@sheboygancounty.com	Comprehensive classification and compensation schedule was developed in early 2025 with implementation expected in the 4 th quarter 2025.
City of Tucson, AZ Contact: Teri Traaen Title: Human Resources Director Phone: 602-510-3989 Email: Teri.Traaen@tucsonaz.gov	Providing focused compensation and classification projects starting in 2024 for the City to support its current compensation model while the City determines its strategic direction for citywide compensation. Teri Traaen is also a reference for the Town of Prescott Valley, AZ Compensation Study (2023). She is now with the City of Tucson.
Union County, NC Contact: Julie Broome Title: Human Resources Director Phone: 704-283-3869 Email: Julie.broome@unioncountync.gov	Completed a comprehensive compensation study for all positions within the county.
Cabarrus County, NC Contact: Ashley Dobbins Title: HR Strategy Manager Phone: 704-920-2824 Email: amdobbins@cabarruscounty.us	Completed a compensation and classification study for all public safety positions. The study was approved and is being implemented. In the process of completing a classification study and salary structure revision of all other county positions.



Town of Holly Springs, NC Contact: Sabrina McDonald Title: Human Resources Director Phone: 919-557-3911 Email: Sabrina.McDonald@hollyspringsnc.gov	Comprehensive compensation schedule was developed in 2021 with implementation in 2022. Public Safety updates were made in 2024. General Schedule and Senior Leadership updates were made in 2025.
City of Unalaska, AK Contact: Marjorie Veeder Title: Assistant City Manager Phone: 907-571-1251 Email: mveeder@ci.unalaska.ak.us	Conducted a comprehensive compensation analysis of all non-union positions within the City for 2024 based on Alaska and Pacific Northwest region. The Firm also assists with market analysis for union positions in a similar manner as collective bargaining agreements expire during 2024-2025

Current Projects and Project History

McGrath primarily works with public-sector organizations including counties, cities, villages, townships, districts, and even State agencies. The following is a list of compensation and classification type projects this consulting team is actively working with or has worked on and completed over the last several years.

AODAMHS of Montgomery County, OH	City of West Des Moines, IA
Ashland County, OR	City of White Bear Lake, MN
Barron County, WI	City of Woodstock, IL
Burnett County, WI	Clatsop County, OR
Cabarrus County, NC	Clay County, MO
Caroline County, VA	Clearfield City, UT
City of Alamosa, CO	Codington County, SD
City of Alcoa, TN	Columbia County, WI
City of Bloomer, WI	Community Library Network, ID
City of Bonner Spring, KS	Coos County, OR
City of Carthage, MO	County of Delaware, PA
City of Chanhausen, MN	Cowley County, KS
City of Chetek, WI	Cumberland County, NC
City of Chippewa Falls, WI	Daniel Boone Regional Library, MO
City of Clayton, MO	Davison County, SD
City of Collinsville, IL	Dodge County, WI
City of Columbus, KS	Douglas County, KS
City of Dennison, TX	Douglas County, WI
City of Derby, KS	Ford County, KS
City of Dodge City, KS	Forest Preserve District of DuPage County, IL
City of Duvall, WA	Green County, WI
City of Eau Claire, WI	Harvey County, KS
City of Excelsior Springs, MO	Juneau County, WI
City of Fulshear, TX	Kane County Forest Preserve, IL
City of Flint, MI	Kansas Sentencing Commission, KS
City of Florissant, MO	Kent County, MI
City of Garden City, KS	Kingsbury County, SD
City of Gig Harbor, WA	Lawrence Public Library, KS
City of Grants Pass, OR	Marathon County, WI



City of Goodland, KS	Merrimac Center, VA
City of Haysville, KS	Mid-Columbia Libraries, WA
City of Huber Heights, OH	Monroe County, WI
City of Kenai, AK	Montgomery County, OH
City of Kirkwood, MO	Montgomery County, TN
City of Lacrosse, WI	New Kent County, VA
City of Lake Geneva, WI	New River Valley Juvenile Detention Home, VA
City of Lansing, KS	Outagamie County, WI
City of La Vista, NE	Polk County, IA
City of LaPine, OR	Polk County, WI
City of Lawrence, KS	Portage County, WI
City of Manor, TX	Pueblo City-County Library District, CO
City of Marshfield, WI	Pulaski County, AR
City of Merriam, KS	Roanoke Valley Juvenile Detention Center, VA
City of Monroe, WI	Rock County, WI
City of Naperville, IL	Saginaw Charter Township, MI
City of North Kansas, MO	Sauk County, WI
City of Northfield, MN	Scenic Library District, MO
City of Ogden, UT	Sheboygan County, WI
City of Ottawa, KS	Sedgwick County, KS
City of Palos Heights, IL	Somerset School District, WI
City of Perryville, MD	South County Fire Department, WA
City of Pleasant Valley, MO	Sumner County, TN
City of Prairie Village, KS	Town of Blacksburg, VA
City of Raymore, MO	Town of Fairview, TX
City of Richmond, MO	Town of Greeneville, TN
City of River Falls, WI	Town of Holly Springs, NC
City of Roeland Park, KS	Town of Prescott Valley, AZ
City of Sequim, WA	Union County, NC
City of Smithville, MO	Vernon County, WI
City of Stayton, OR	Village of Lake in the Hills, IL
City of Topeka, KS	Village of Mount Pleasant, WI
City of Tukwila, WA	Village of Rib Mountain, WI
City of Unalaska, AK	Village of Winfield, IL
City of Union, MO	Wasatch County, UT
City of Washington, MO	Wisconsin Employee Trust Funds, WI
City of Webster Groves, MO	Winnebago County, WI
City of West Bend, WI	Wood County, WI



Authorized Negotiator

McGrath Human Resources Group designates the following individual as the authorized negotiator for this proposal and any resulting contract. This individual is fully authorized to negotiate contract terms and render binding decisions on behalf of the firm:

Dr. Victoria J. McGrath, Ph. D.

Chief Executive Officer

McGrath Human Resources Group

P.O. Box 865

Jamestown, Tennessee 38556

Phone: 815-728-9111

Email: victoriaphd@mcgrathconsulting.com



Cost Proposal

McGrath Human Resources sets project fees based on the total project, which ensures the project comes in at the budgeted amount. Therefore, the fees listed below include all consulting professional fees, and administrative costs, excluding travel.

Compensation Study for an estimated 350 titles	\$143,500
Benefit Analysis	\$ 8,000
Travel – Not to exceed based upon actual expenses*	\$ 8,000
Project Not to Exceed Amount	\$159,500

*Travel: This project can be completed virtually, onsite, or a blend of the two. In-person site visits may not be needed nor desired. Travel expenses will be billed only if incurred and based on actual expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner. All in person site visits will be determined with the City in advance and based upon the needs of the project.

Terms of Payment

Payment will be made in four (4) installments (\$151,500):

\$ 10,000 upon completion of the signed contract;

\$ 85,500 upon submission of the draft salary schedule; and

\$ 68,000 upon submission of the draft report; and

\$ 8,000 plus actual travel (not to exceed \$8,000) upon submission of the final report.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from May 21, 2025. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Optional Services

In most compensation studies, there are areas that must be addressed that are not planned for. In the 25 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is beyond the scope of the original project, the Consultant will work with the City to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the City has been approved.



City Required Disclosures

City of Fayetteville
RFP 25-09, Compensation Consultant
SECTION C: Signature Submittal

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.

City of Fayetteville, AR
RFP 25-09, Compensation Consultant
Page 18 of 20



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: McGrath Human Resources Group

Primary Contact: Dr. Victoria McGrath, Ph.D. Title of Primary Contact: CEO

Phone#1 (cell preferred): 931-214-2262 Phone#2: 815-728-9111

E-Mail Address: victoriaphd@mcgrathconsulting.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
RFP25-09 Add. 1	Dr. Victoria McGrath, Ph.D. 	5/6/2025

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: McGrath Human Resources Group

PHYSICAL ADDRESS: _____

MAILING ADDRESS: P.O. Box 865, Jamestown, TN 38556

TAX ID #: 01-0774070 AR. SECRETARY OF STATE FILING #: _____

PHONE: 815-728-9111 FAX: _____

E-MAIL: victoriaphd@mcgrathconsulting.com

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

SIGNATURE: _____  _____

PRINTED NAME: Dr. Victoria McGrath, Ph.D.

TITLE: Chief Executive Officer DATE: 06/21/2025

END OF RFP DOCUMENT





This contract executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (**City**), of 113 W. Mountain, Fayetteville, AR 72701 and McGrath Human Resources Group, Inc. (**McGrath**) of P.O. Box 865, Jamestown, TN 38556, 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 providing compensation consulting services for the City of Fayetteville (the “Project”).
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **McGrath** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Fee Schedule
 - b. Appendix B: City Issued Solicitation for RFP 25-09, Compensation Consultant
 - c. Appendix C: **McGrath’s** RFP Submittal
 - d. Appendix D: **McGrath’s** Certificate of Insurance
3. City’s Responsibilities:
 - a. The City shall make available to **McGrath**, all relevant information or data pertinent to the Project which is required by **McGrath** to perform the Services. **McGrath** 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 **McGrath** or otherwise. Where such information or data originates either with the City or its consultants then **McGrath** shall not be responsible to the City for the consequences of any error or omission contained therein.
 - b. When requested by **McGrath**, the City may engage specialist consultants directly to perform items of work necessary to enable **McGrath** to carry out the Services. Whether arranged by the City or **McGrath**, 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 **McGrath**.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by **McGrath** and whenever prompt action is necessary shall inform **McGrath** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.
 - d. The City of Fayetteville’s Human Resources Director is the project representative with respect to the services to be performed under this Agreement. The Human Resources Director shall have

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

4. McGrath's Responsibilities:

- a. **McGrath** shall furnish the necessary qualified personnel to provide the Services. **McGrath** 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, **McGrath** 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 **McGrath's** performance. There are no other representations or warranties expressed or implied made by **McGrath**. 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 **McGrath** nor shall **McGrath** warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond **McGrath's** reasonable control.

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

6. Indemnification and Hold Harmless:

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

7. Insurance:

- a. **McGrath** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 25-09. If applicable, **McGrath** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **McGrath** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

- i. **McGrath** shall carry the following coverages, at minimum:
 1. Worker's Compensation Insurance – Statutory Amount
 2. Automotive Insurance covering all vehicles and trailers, if applicable
 3. General Liability - \$1,000,000 each occurrence
 - ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.
8. Price:
 - a. **McGrath** shall perform the services included in this proposal using the fee breakdown for services as identified in Appendix A. This includes fees for the initial project and ongoing support.
9. Payments:
 - a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.
 - b. Unless disputed by the City, payments shall be made **30 calendar days after acceptance of invoice**. Electronic delivery to the City is preferred.
10. Terms: This contract shall be effective for one (1) year from City Council approval and shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.
11. Ownership of Documents:
 - a. All documents provided by the City are and remain the property of the City. **McGrath** may retain reproduced copies of drawings and copies of other documents.
 - b. All documents and records, whether in physical or electronic format, prepared by **McGrath** or its subconsultant as part of the Project shall become the property of City when **McGrath** has been compensated for all services rendered; provided, however, that **McGrath** shall have the unrestricted right to their use.
 - c. **McGrath** shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **McGrath**.
12. Independent Contractor: **McGrath** 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. **McGrath** is responsible for its

agents, methods and operations.

13. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.
14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
15. Termination: This Contract may be terminated by the City of Fayetteville or **McGrath** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **McGrath** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.
16. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees. No modification of this contract shall be binding unless made in writing and executed by both parties.
17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **McGrath's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. Professional Responsibility: **McGrath** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. Permits & Licenses: **McGrath** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. Publications: Recognizing the importance of professional development on the part of **McGrath's**

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

22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **McGrath** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **McGrath**. 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 **McGrath** for services actually rendered.
24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.
25. Debarment Certification: **McGrath** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **McGrath** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

CITY OF FAYETTEVILLE, ARKANSAS

MCGRATH HUMAN RESOURCES GROUP, INC.

By: _____

MOLLY RAWN, MAYOR

By: *Victoria McGrath*

DR. VICTORIA MCGRATH, PH.D, CEO

ATTEST:

By: _____

Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 8.6.25



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Molly Rawn, Mayor

SUBJECT: **Approve a resolution of intent to provide \$70,000.00 in matching funds to the Salvation Army**

RECOMMENDATION:

Mayor Molly Rawn recommends a resolution of intent to provide \$70,000.00 in matching funds to the Salvation Army, contingent upon its successful award of a \$70,000.00 Emergency Solutions Grant from the U.S. Department of Housing and Urban Development. This funding will support the continued operation of The Salvation Army's shelter and its provision of critical services—including emergency housing, case management, and financial assistance—to individuals and families experiencing homelessness in Fayetteville. The City recognizes the essential role these services play in preventing hardship and supporting housing stability in the community.

BACKGROUND:

City Council passed resolution 165-25 on July 15, 2025 to appropriate funds to support initiatives addressing homelessness. Mayor Rawn and her team have reached out to the community and have identified several projects to support the resolution, including a matching grant opportunity with the local Salvation Army. The Salvation Army has an opportunity to apply for a \$70,000.00 Emergency Solutions Grant through the United States Department of Housing and Urban Development, which requires a 100% match.

DISCUSSION:

The matching grant opportunity for the Salvation Army would allow the city to double its investment to address homelessness.

BUDGET/STAFF IMPACT:

Per resolution 165-25, and pending the Salvation Army's award of the grant, the city's matching funds will come from general fund balance.

ATTACHMENTS: 3. Staff Review Form



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1422

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PROVIDE \$70,000.00 IN MATCHING FUNDS TO THE SALVATION ARMY FOR AN EMERGENCY SOLUTIONS GRANT FROM THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, CONTINGENT UPON THE AWARD OF THAT GRANT

WHEREAS, The Salvation Army currently works to address homelessness and housing instability in Fayetteville, including the operation of a shelter and the provision of targeted case management and housing-focused financial assistance to Fayetteville families facing homelessness; and

WHEREAS, if The Salvation Army could no longer operate its facilities, the large number of homeless residents who depend upon this facility for its services would have great difficulty finding such comparable services elsewhere; and

WHEREAS, the facilities and services provided by The Salvation Army are required to be continued and should be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation; and

WHEREAS, The Salvation Army has an opportunity to apply for a \$70,000.00 Emergency Solutions Grant through the United States Department of Housing and Urban Development, which requires a 100% match; and

WHEREAS, the Emergency Solutions Grants Program through the United States Department of Housing and Urban Development was established to provide funding to:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate these shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families and individuals from becoming homeless.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to provide \$70,000.00 in matching funds to The Salvation Army for an Emergency Solutions Grant from the US Department of Housing and Urban Development for the operation of its shelter and the provision

of services to homeless and needy Fayetteville residents, contingent upon the award of that grant.



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

Resolution: 201-25

File Number: 2025-1422

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PROVIDE \$70,000.00 IN MATCHING FUNDS TO THE SALVATION ARMY FOR AN EMERGENCY SOLUTIONS GRANT FROM THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, CONTINGENT UPON THE AWARD OF THAT GRANT

WHEREAS, The Salvation Army currently works to address homelessness and housing instability in Fayetteville, including the operation of a shelter and the provision of targeted case management and housing-focused financial assistance to Fayetteville families facing homelessness; and

WHEREAS, if The Salvation Army could no longer operate its facilities, the large number of homeless residents who depend upon this facility for its services would have great difficulty finding such comparable services elsewhere; and

WHEREAS, the facilities and services provided by The Salvation Army are required to be continued and should be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation; and

WHEREAS, The Salvation Army has an opportunity to apply for a \$70,000.00 Emergency Solutions Grant through the United States Department of Housing and Urban Development, which requires a 100% match; and

WHEREAS, the Emergency Solutions Grants Program through the United States Department of Housing and Urban Development was established to provide funding to:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate these shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families and individuals from becoming homeless.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to provide \$70,000.00 in matching funds to The Salvation Army for an Emergency Solutions Grant from the US Department of Housing and Urban Development for the operation of its shelter and the provision of services to homeless and needy Fayetteville residents, contingent upon the award of that grant.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1422

Item ID

8/5/2025

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

Mayor Molly Rawn

8/1/2025

MAYORS ADMIN (015)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Mayor Molly Rawn recommends a resolution of intent to provide \$70,000.00 in matching funds to the Salvation Army, contingent upon its successful award of a \$70,000.00 Emergency Solutions Grant from the U.S. Department of Housing and Urban Development.

Budget Impact:

1010.090.6600-5718.02

General

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:



MEETING OF SEPTEMBER 2, 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, Senior Planner

SUBJECT: **PZD-2025-0002: Planned Zoning District (SE OF N DOUBLE SPRINGS RD AND W DOT TIPTON RD/MONARCH SUMMERS, 474, 475 & 514): Submitted by PRISM DESIGN STUDIO for property located SE OF N DOUBLE SPRINGS RD AND W DOT TIPTON RD in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE and contains approximately 66.78 acres. The request is to rezone the property to a planned zoning district.**

RECOMMENDATION:

City Planning staff recommends denial and the Planning Commission recommends 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 west Fayetteville, just southeast of the intersection of Dot Tipton Road and Double Springs Road within city limits. It's comprised of multiple parcels totaling 66.78 acres, with the northern half of the site zoned R-A, Residential Agricultural, and the southern half zoned RSF-1, Residential Single-Family, One Unit per Acre. The property was annexed into the City of Fayetteville in 2006 and has remained undeveloped since. A portion of the site contains hydric soils.

Several rezoning requests have been submitted for the northern half of the property. In 2008, a planned zoning district (PZD) proposal sought to develop 182 single-family homes across three planning areas, with 3.50 acres of public pedestrian trails and green space. The proposed overall density for that project was 4.55 units per acre. While city staff and the Planning Commission recommended denial, the City Council ultimately approved the request. However, in 2015, following the expiration of the PZD without any development, the City Council reverted the property's zoning back to R-A.

In 2020, another rezoning request was submitted to change the zoning for that area to RSF-4, Residential Single-Family, Four Units per Acre. That request was also recommended for denial by staff and the Planning Commission with concerns raised about the proposed density and the property's location just within city limits. The applicant did not appeal that denial to the City Council. Another rezoning request was received in 2021 which sought to rezone that area to RSF-2, Residential Single-Family, Two Units per Acre. Staff and the Planning Commission again recommended denial, citing concerns regarding suburban sprawl and insufficient infrastructure. That denial was appealed to the City Council but was ultimately upheld during the second reading. In April 2025, another request was received to rezone the entire 66.78 acres to NC, Neighborhood Conservation (RZN-2025-0012). That request was also recommended for denial by staff and the Planning Commission with concerns raised about the proposed density, the property's location near city limits, and

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

existing infrastructure capacity.

Proposal: The applicant requests to rezone the property to a Planned Zoning District with four planning areas, as described below:

- 1. Planning Area 1 (~17.86 acres - Estimated Density of 6.02 Units per Acre):** The intention of this area is to provide attached townhomes (two-family dwellings) with rear entry access.
- 2. Planning Area 2 (~28.28 acres - Estimated Density of 4.92 Units per Acre):** This planning area is intended to provide small single-family dwelling lots.
- 3. Planning Area 3 (~3.79 acres - Estimated Density of 5.24 Units per Acre):** This planning area is intended to provide large single-family dwelling lots.
- 4. Planning Area 4 (~16.76 acres - Zero Units per Acre):** This planning area is intended to protect open and natural areas on the site, trails, parks, utilities, and stormwater management areas.

Public Comment: To date, staff has received two comments in opposition, citing drainage and flooding which impacts both adjacent streets and properties, narrow adjacent streets, impacts from infilling an existing pond, urban sprawl, an inappropriate location for high-density housing and the proximity of townhomes to large existing lots, inadequate infrastructure, creation of a commuter neighborhood with a lack of services, negative impacts to property values, and an increase in the number of rental properties. Staff has also received a letter in support of the request signed by three adjacent neighbors.

Land Use Compatibility: Staff finds the proposed rezoning to be generally incompatible with adjoining land uses. This 67-acre site, located on the far west side of Fayetteville, is currently surrounded by large rural residential lots and agricultural land at very low densities. Properties along Double Springs Road and in adjacent areas are composed of residential lots that are generally a few acres in size. While there are some neighborhoods further north and within Farmington city limits that reflect a slightly higher density, similar to RSF-4 zoning, those remain exceptions in the area.

Staff finds that the proposal would create an exclusively residential subdivision in an area lacking access to public services, nonresidential amenities, and with minimal or inadequate existing infrastructure. The proposal represents a significant departure from the existing development pattern which would be out of character with the surrounding area. While staff could potentially support the creation of a complete, connected neighborhood which incorporates multiple uses, staff finds the existing proposal is both out of scale and likely to contribute to automobile dependence due to the lack of either existing or proposed nonresidential services in the area.

The proposed rezoning to a PZD proposes an aggregate residential density of 4.00 units per acre; however, the overall site plan indicates an overall density of 4.01 units per acre, requiring either an increase in the proposed density or the removal of lot(s). Based on an evaluation of provided number of units in each planning area, individual planning areas range between approximately five to six units per acre. Planning Area 3 lists Use Unit 9: Two-Family Dwellings as both a conditional and by-right use, and Planning Area 4 does not include a minimum buildable street frontage requirement. Staff also notes that there is a notable variation between the stated lot widths listed in the booklet and those shown in the site plan, with the site plan showing lots averaging between 10' and 20' larger than the lot widths indicated in the booklet. Finally, because Planning Areas 1-3 include Use Unit 8: Single Family Dwellings even within areas indicated for two-family dwellings, but do not include either maximum lot sizes or widths, the property could feasibly be developed as a single-family subdivision with identical lot widths throughout the site.

Land Use Plan Analysis: Staff finds that the proposed rezoning does not align with several of the goals outlined in City Plan 2040. The request is not considered infill or revitalization and instead promotes outward growth that conflicts with the City's goal of discouraging suburban sprawl. The site lies at the western edge of city limits in an area with limited access to city services and infrastructure. City Plan 2040 encourages growth and infill near the City's core in order to ensure sustainable land use patterns and infrastructure improvements. The

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subject property currently lacks proximity to non-residential services, employment centers, and alternative modes of transportation, which would likely result in increased automobile dependence. The only nonresidential uses are proposed by right within the PZD are Use Unit 4, Cultural and Recreation Facilities within Planning Area 4, with limited options such as home occupations or government facilities proposed through conditional use permits. This conflicts with the City's goal of building a livable transportation network. The property also only has access to two existing streets, Dot Tipton and Double Springs Roads, which are largely unimproved and are not sufficient to support higher-density development. The proposed site plan only indicates public street access to Dot Tipton Rd., with only an alley shown to connect to Double Springs Rd.

Further, the proposed PZD zoning restricts by-right development to only single-family or two-family homes, but with single-family dwellings allowed by right in all residential planning areas. Discouraging a wider range of housing types undermines the City's goal of promoting attainable housing and conflicts with the property's Future Land Use Map designation as Residential Neighborhood Area. With these considerations in mind, staff finds that the proposed rezoning is not consistent with the City's future land use plans. However, the site may be suitable for more dense zoning and development in the future as infrastructure and other services extend to this part of the city, particularly if a mix of residential and nonresidential services are proposed that could better serve city goals for compact, complete, and connected developments. Such variety would also align with the intent of Planned Zoning Districts generally, which is not currently the case.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **0-3** for this site. The following elements of the matrix contribute to the score:

1. Near Water Main (8-inch main, on site)
2. Near Sewer Main (8-inch main, on site)
3. Near City Park (Harmony Pointe Park)

DISCUSSION:

At the July 28, 2025 Planning Commission meeting, a vote of 7-2-0 forwarded the request to City Council with a recommendation of approval. Commissioner McGetrick made the motion and Commissioner Payne seconded. Commissioner McGetrick moved to remove several recommended conditions, noting the likelihood of site design modification during development entitlement, the difficulty of working with lot maximums, and stating that even a single-family subdivision would address city needs. The applicant highlighted the history of the property, the request by the commission for a Planned Zoning District at a recent meeting in April, and the developer's attempts to address neighborhood concerns. One member of the public spoke at the meeting, expressing opposition to the proposal due to increased traffic danger and congestion on inadequate adjacent roads, drainage and flooding concerns, and incompatible densities. Commissioners requested additional information for plans on how future improvements would be determined, including the need for traffic studies and sewer improvements. Engineering confirmed the applicant has been working with utilities regarding a new utility main extension to an adjacent sewer lift station. Other commissioners in support of the project cited the proximity of adjacent neighborhoods, anticipation of growth in the area and the applicant seeking to address previous comments from the commission. Commissioners in opposition to the request cited the lack of walkable services, creation of a car-dependent subdivision at the edge of town, low infill score, high fire service times, increased city infrastructure costs, and lack of connectivity.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report , 7. Monarch Summers PZD Booklet_2025.08.08 - Origin

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1354

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2025-002 FOR APPROXIMATELY 66.78 ACRES LOCATED SOUTHEAST OF NORTH DOUBLE SPRINGS ROAD AND WEST DOT TIPTON ROAD IN WARD 4

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2025-02 as described in Exhibits “A” and “B” attached to the Planning Division’s Agenda Memo and the PZD booklet attached to the Planning Commission Memo which allows the development of approximately 18 acres of attached townhomes with rear entry access, 32 acres of single family dwellings, and 17 acres of open and natural areas on property located southeast of North Double Springs Road and West Dot Tipton Road in Ward 4.

Section 2: This PZD approval is subject to the following conditions:

1. Use Unit 8: Single Family Residential shall be removed from Planning Area 1.
2. Use Unit 9: Two-Family Residential shall be removed from the Conditional Use list in Planning Area 3.
3. Planning Areas 1 and 3 shall have a maximum density of 6 units per acre.
4. Planning Area 2 shall have a maximum density of 5 units per acre.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2025-1354

Item ID

8/19/2025

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

Jonathan Curth

8/1/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

PZD-2025-0002: Planned Zoning District (SE OF N DOUBLE SPRINGS RD AND W DOT TIPTON RD/MONARCH SUMMERS, 474, 475 & 514): Submitted by PRISM DESIGN STUDIO for property located SE OF N DOUBLE SPRINGS RD AND W DOT TIPTON RD in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE and contains approximately 66.78 acres. The request is to rezone the property to a planned zoning district.

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:

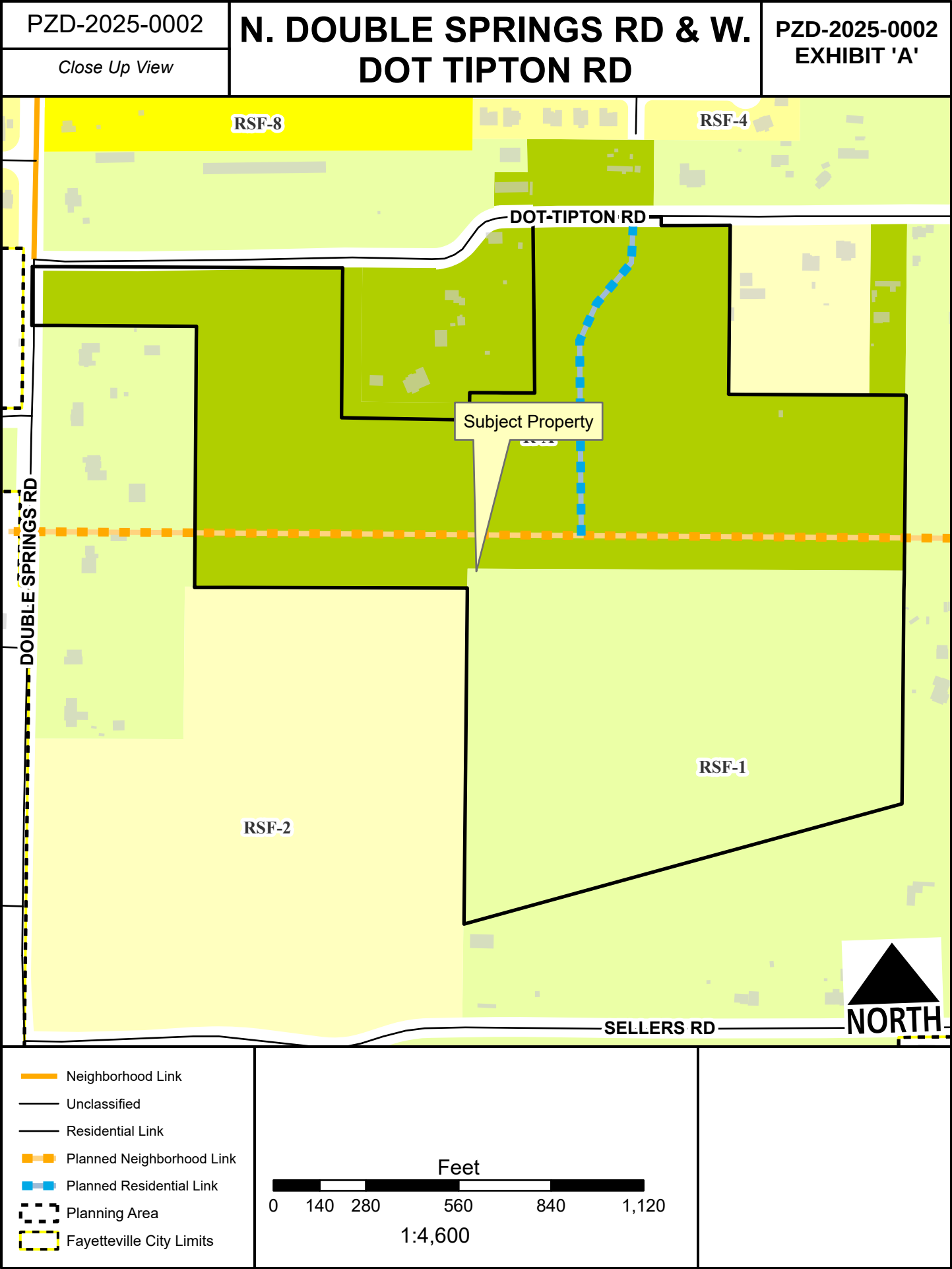
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



PZD-2025-0002
EXHIBIT B

DESCRIPTION TRACT 1:

TRACT 1 OF PROPERTY LINE ADJUSTMENT FOR JB HAYS, AS PER PLAT RECORD 2018-00011608 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 15, SAID POINT BEING AN ALUMINUM MONUMENT STAMPED PS 1005;
THENCE N87°52'48"W 825.34 FEET;
THENCE N02°24'15"E 790.00 FEET TO THE POINT OF BEGINNING;
THENCE N87°41'55"W 498.00 FEET;
THENCE N02°24'56"E 178.10 FEET;
THENCE S87°46'22"E 497.97 FEET;
THENCE S02°24'15"W 178.75 FEET TO THE POINT OF BEGINNING, CONTAINING 2.04 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OF NORTH DOUBLE SPRINGS ROAD AND THE RIGHT-OF-WAY OF WEST DOT TIPTON ROAD AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION TRACT 2:

TRACT 2 OF PROPERTY LINE ADJUSTMENT FOR JB HAYS, AS PER PLAT RECORD 2018-00011608 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 15, SAID POINT BEING AN ALUMINUM MONUMENT STAMPED PS 1005;
THENCE N87°52'48"W 588.52 FEET TO THE POINT OF BEGINNING;
THENCE N87°52'48"W 236.82 FEET;
THENCE N02°24'15"E 968.75 FEET;
THENCE S87°46'22"E 233.32 FEET;
THENCE S02°11'50"W 968.30 FEET TO THE POINT OF BEGINNING, CONTAINING 5.23 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OF WEST DOT TIPTON ROAD AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION TRACT 3:

TRACT 3 OF PROPERTY LINE ADJUSTMENT FOR JB HAYS, AS PER PLAT RECORD 2018-00011608 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 15, SAID POINT BEING AN ALUMINUM MONUMENT STAMPED PS 1005;
THENCE N87°52'48"W 588.52 FEET;
THENCE N02°11'50"E 968.30 FEET;
THENCE S87°46'22"E 208.15 FEET;
THENCE S02°25'37"W 453.56 FEET;
THENCE S87°01'48"E 386.85 FEET;
THENCE S02°43'07"W 508.65 FEET TO THE POINT OF BEGINNING, CONTAINING 9.11 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OF WEST DOT TIPTON ROAD AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION TRACT 4:

TRACT 4 OF PROPERTY LINE ADJUSTMENT FOR JB HAYS, AS PER PLAT RECORD 2018-00011608 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 14, SAID POINT BEING AN ALUMINUM MONUMENT STAMPED PS 1005;
THENCE N02°43'07"E 55.00 FEET TO THE POINT OF BEGINNING;
THENCE N02°43'07"E 453.65 FEET;
THENCE N02°29'26"E 52.23 FEET;
THENCE N02°41'07"E 30.27 FEET;
THENCE S87°35'25"E 196.57 FEET;
THENCE N01°27'52"E 531.53 FEET;
THENCE S88°12'51"E 388.17 FEET;
THENCE S02°34'33"W 1071.05 FEET;
THENCE N87°40'03"W 575.52 FEET TO THE POINT OF BEGINNING, CONTAINING 11.76 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OF WEST DOT TIPTON ROAD AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION TRACT A:

TRACT A OF PROPERTY LINE ADJUSTMENT FOR GOOSE CREEK ADDITION, LLC, AS PER PLAT RECORD 2025-00004377 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 14, SAID POINT BEING AN ALUMINUM MONUMENT STAMPED PS 1005;
THENCE N02°43'07"E 55.00 FEET;
THENCE S87°40'03"E 575.52 FEET;
THENCE N02°34'33"E 1045.05 FEET TO THE SOUTH RIGHT-OF-WAY OF DOT TIPTON ROAD AS DEDICATED BY PLAT RECORD 2025-00004377
THENCE ALONG SAID RIGHT-OF-WAY S88°12'51"E 209.00 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY S02°33'00"W 511.21 FEET;
THENCE S87°39'57"E 536.84 FEET;
THENCE S02°35'20"W 535.82 FEET;
THENCE S02°35'20"W 54.90 FEET TO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 14, SAID POINT BEING A 1/2" IRON PIN;
THENCE ALONG THE EAST LINE THEREOF S02°30'49"W 645.23 FEET;
THENCE LEAVING SAID EAST LINE S76°39'27"W 1374.86 FEET TO THE WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 14;
THENCE ALONG SAID WEST LINE N02°34'09"E 1016.60 FEET TO THE POINT OF BEGINNING, CONTAINING 38.51 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Planner

MEETING: July 28, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **PZD-2025-0002: Planned Zoning District (SE OF N DOUBLE SPRINGS RD AND W DOT TIPTON RD/MONARCH SUMMERS, 474, 475 & 514):** Submitted by PRISM DESIGN STUDIO for property located SE OF N DOUBLE SPRINGS RD AND W DOT TIPTON RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE and contains approximately 66.78 acres. The request is to rezone the property to a planned zoning district.

RECOMMENDATION:

Staff recommends denial of **PZD-2025-0002**.

RECOMMENDED MOTION:

*"I move to forward **PZD-2025-0002** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:

The subject property is located in west Fayetteville, just southeast of the intersection of Dot Tipton Road and Double Springs Road within city limits. It's comprised of multiple parcels totaling 66.78 acres, with the northern half of the site zoned R-A, Residential Agricultural, and the southern half zoned RSF-1, Residential Single-Family, One Unit per Acre. The property was annexed into the City of Fayetteville in 2006 and has remained undeveloped since. A portion of the site contains hydric soils.

Several rezoning requests have been submitted for the northern half of the property. In 2008, a planned zoning district (PZD) proposal sought to develop 182 single-family homes across three planning areas, with 3.50 acres of public pedestrian trails and greenspace. The proposed overall density for that project was 4.55 units per acre. While city staff and the Planning Commission recommended denial, the City Council ultimately approved the request. However, in 2015, following the expiration of the PZD without any development, the City Council reverted the property's zoning back to R-A.

In 2020, another rezoning request was submitted to change the zoning for that area to RSF-4, Residential Single-Family, Four Units per Acre. That request was also recommended for denial by staff and the Planning Commission with concerns raised about the proposed density and the property's location just within city limits. The applicant did not appeal that denial to the City Council. Another rezoning request was received in 2021 which sought to rezone that area to RSF-2, Residential Single-Family, Two Units per Acre. Staff and the Planning Commission again recommended denial, citing concerns regarding suburban sprawl and insufficient infrastructure.

That denial was appealed to the City Council but was ultimately upheld during the second reading. In April 2025, another request was received to rezone the entire 66.78 acres to NC, Neighborhood Conservation (RZN-2025-0012). That request was also recommended for denial by staff and the Planning Commission with concerns raised about the proposed density, the property's location near city limits, and existing infrastructure capacity.

Land uses and zoning surrounding the subject property are depicted below in *Table 1*. Surrounding land uses and zoning are depicted in *Table 1*.

**Table 1:
Surrounding Land Uses and Zoning**

Direction	Land Use	Zoning
North	Rural Residential	R-A, Residential-Agricultural; RSF-1, Residential Single-Family, One Unit per Acre; RSF-2, Residential Single-Family, Two Units per Acre
South	Rural Residential; Undeveloped	RSF-1, Residential Single-Family, One Unit per Acre; RSF-2, Residential Single-Family, Two Units per Acre
East	Rural Residential	RSF-1, Residential Single-Family, One Unit per Acre
West	Rural Residential	RSF-1, Residential Single-Family, One Unit per Acre; RSF-2, Residential Single-Family, Two Units per Acre; A-1, Agriculture (City of Farmington)

Proposal: The applicant requests to rezone the property to a Planned Zoning District with four planning areas, as described below:

- **Planning Area 1 (Estimated Density of 6.02 Units per Acre):** The intention of this area is to provide attached townhomes (two-family dwellings) with rear entry access.
- **Planning Area 2 (Estimated Density of 4.92 Units per Acre):** This planning area is intended to provide small single-family dwelling lots.
- **Planning Area 3 (Estimated Density of 5.24 Units per Acre):** This planning area is intended to provide large single-family dwelling lots.
- **Planning Area 4 (Zero Units per Acre):** This planning area is intended to protect open and natural areas on the site, trails, parks, utilities, and stormwater management areas.

Public Comment: To date, staff has received two comments in opposition, citing drainage and flooding which impacts both adjacent streets and properties, narrow adjacent streets, impacts from infilling an existing pond, urban sprawl, an inappropriate location for high-density housing and the proximity of townhomes to large existing lots, inadequate infrastructure, creation of a commuter neighborhood with a lack of services, negative impacts to property values, and an increase in the number of rental properties. Staff has also received a letter in support of the request signed by three adjacent neighbors.

INFRASTRUCTURE:

Streets: The property has frontage along two Residential Link Streets, Double Springs Road and Dot Tipton Road. Both streets are unimproved with asphalt paving. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main along the west side of the property on N. Double Springs Rd. and an existing 8-inch on the north side of the property that has been stubbed across Dot Tipton Rd.

Sewer: Sanitary Sewer is not available to the subject area. There is an existing lift station (#44) on the north side of the property that collects sewer from several subdivisions

to the north. However, it is currently at capacity, as is as the next lift station (#22) downstream of it. As such, this development would not be permitted to tie to this series of lift stations. However, the property owner has been in discussions with the City for off-site gravity sewer improvements for the property. This off-site gravity sewer main would drain to the west to an existing lift station (#12) with capacity at the intersection of Double Springs Rd. and Goose Creek Rd. As part of these discussions the city has engaged a consultant to prepare engineering plans for this off-site work. In addition, the city is engaged in the process of acquiring easement for this sewer main. At this time, the Utilities Department has indicated that this will be their contribution for the off-site sewer and the developer would be responsible for all construction costs.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District, streamside protection, or FEMA floodplain; however hydric soils appear to be present on the north and southeast sides of the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property, a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately three miles from the fire station with an anticipated drive time of approximately five minutes using existing streets. The anticipated response time would be approximately 7.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.

In addition to the response times of the fire department, other factors will have to be met for this proposed development.

- Access for this development off of Dot Tipton will have to meet fire code requirements including but not limited to remoteness, width, length, dead-end turnaround requirements.
- Developments of single-or two-family dwellings, where the number of dwelling units exceeds 30, shall be provided with separate and approved fire apparatus access roads that meets the requirements of D107.1
- See AFPC 2021 edition Vol1 for more fire code requirements.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning districts, R-A, Residential-Agricultural and RSF-1, Residential Single-Family, One Unit per Acre, require **25% minimum canopy preservation**. The proposed PZD will require **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 Area**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **0-3** for this site with a weighted score of **3** at the highest level. The following elements of the matrix contribute to the score:

- Near Water Main (8-inch main, on site)
- Near Sewer Main (8-inch main, on site)
- Near City Park (Harmony Pointe Park)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning to be generally incompatible with adjoining land uses. This 67-acre site, located on the far west side of Fayetteville, is currently surrounded by large rural residential lots and agricultural land at very low densities. Properties along Double Springs Road and in adjacent areas are composed of residential lots that are generally a few acres in size. While there are some neighborhoods further north and within Farmington city limits that reflect a slightly higher density, similar to RSF-4 zoning, those remain exceptions in the area.

Staff finds that the proposal would create an exclusively residential subdivision in an area lacking access to public services, nonresidential amenities, and with minimal or inadequate existing infrastructure. The proposal represents a significant departure from the existing development pattern which would be out of character with the surrounding area. While staff could potentially support the creation of a complete, connected neighborhood which incorporates multiple uses, staff finds the existing proposal is both out of scale and likely to contribute to automobile dependence due to the lack of either existing or proposed nonresidential services in the area.

Additionally, there are multiple staff comments remaining to be addressed. The proposed rezoning to a PZD proposes an aggregate residential density of 4.00 units per acre; however, the overall site plan indicates an overall density of 4.01 acres, requiring either an increase in the proposed density or the removal of lot(s). Staff has requested additional information on the proposed density within each planning area multiple times in order to fully evaluate the request but has not yet to receive this information. As such, staff completed an estimate of zoning densities based on the number of units

shown on the provided site plan within each planning area. Based on this, individual planning areas range between approximately five to six units per acre. Planning Area 3 lists Use Unit 9: Two-Family Dwellings as both a conditional and by-right use, and Planning Area 4 does not include a minimum buildable street frontage requirement. Staff also notes there is a notable variation between the stated lot widths listed in the booklet and those shown in the site plan, with the site plan showing lots averaging between 10' and 20' larger than the lot widths indicated in the booklet.

Finally, because Planning Areas 1-3 include Use Unit 8: Single Family Dwellings even within areas indicated for two-family dwellings, but do not include either maximum lot sizes or widths, the property could feasibly be developed as a single-family subdivision with identical lot widths throughout the site.

Land Use Plan Analysis: Staff finds that the proposed rezoning does not align with several of the goals outlined in City Plan 2040. The request is not considered infill or revitalization and instead promotes outward growth that conflicts with the City's goal of discouraging suburban sprawl. The site lies at the western edge of city limits in an area with limited access to city services and infrastructure. City Plan 2040 encourages growth and infill near the City's core in order to ensure sustainable land use patterns and infrastructure improvements. The subject property currently lacks proximity to non-residential services, employment centers, and alternative modes of transportation, which would likely result in increased automobile dependence. The only nonresidential uses are proposed by right within the PZD are Use Unit 4, Cultural and Recreation Facilities within Planning Area 4, with limited options such as home occupations or government facilities proposed through conditional use permits. This conflicts with the City's goal of building a livable transportation network. The property also only has access to two existing streets, Dot Tipton and Double Springs Roads, which are largely unimproved and are not sufficient to support higher-density development. The proposed site plan only indicates public street access to Dot Tipton Rd., with only an alley shown to connect to Double Springs Rd.

Further, the proposed PZD zoning restricts by-right development to only single-family or two-family homes, but with single-family dwellings allowed by right in all residential planning areas. Discouraging a wider range of housing types undermines the City's goal of promoting attainable housing and conflicts with the property's Future Land Use Map designation as Residential Neighborhood Area. With these considerations in mind, staff finds that the proposed rezoning is not consistent with the City's future land use plans. However, the site may be suitable for more dense zoning and development in the future as infrastructure and other services extend to this part of the city, particularly if a mix of residential and nonresidential services are proposed that could better serve city goals for compact, complete, and connected developments.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff believes that there is not sufficient justification for rezoning the property to the proposed PZD. Conflicts with the Future Land Use Map and City Plan 2040's goals suggest that a rezoning is not justified or needed at this time.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property from R-A and RSF-1 to the proposed PZD is likely to significantly increase traffic at this location due to the number of vehicle trips associated with increased residential densities. The area lacks a diverse transportation network as there is no sidewalk or trail connectivity and the main routes to and from the property are along streets that are largely unimproved. Double Springs Road, which would likely facilitate most regional traffic, can support volumes up to 6,000 vehicle trips per day according to the Master Street Plan. In 2022, ArDOT recorded approximately 4,900 average daily trips farther north on Double Springs near Owl Creek, and 120 average daily trips on Dot Tipton Road just east of this site. Staff finds that the proposed rezoning would likely result in an increase in traffic congestion, given the increase in density associated with it. While staff acknowledges that future development could contribute to a complete and more connected street network, such benefits do not currently outweigh the challenges posed by this rezoning. The 2040 Master Street Plan also shows planned Neighborhood Link and Residential Link connections through this site, intersecting near the middle of the property. However, staff finds that those future connections do not provide sufficient justification for a rezoning at this time.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property to the proposed PZD would lead to an increased density over the current R-A and RSF-1 zonings. Water and sanitary sewer mains exist on site which would support a residential development, though downstream sewer capacity issues have been identified. The property lies within the Farmington School District. Farmington Schools have not provided comment. In terms of emergency services, the Fire Department has commented that this property is beyond the response time goal for both engines and ladder trucks.

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

§ 161.35. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: Staff finds the proposed PZD does not meet the criteria in 161.35 for Planning Zoning Districts as proposed. While the site plan indicates ample open space exceeding standard zoning requirements with relatively minimal disruption to existing features, it includes very few permitted uses and the proposed planning areas are nearly identical. Further, without restrictions such as maximum building or lot sizes, staff will have no enforcement mechanism by which to require a builder to limit the size of the proposed residences. As the size of the dwellings is the primary means by which the applicant proposes to provide a variety of housing, staff finds the lack of this provision would permit Planning Areas 2 and 3 to be platted and constructed in an identical manner. Additionally, while lot sizes as small as 30 feet are permitted through the PZD booklet, the site plan generally shows townhome lots as 40 feet in width, “small” single-family residential lots as 50-feet wide and “large” single-family homes at 70 feet wide. In order to meet the stated intent to provide small residential units,

staff recommends that, if approved, the stated lot minimums shall instead be maximums except in the cases of corner lots.

Further, while two-family dwellings are permitted within Planning Areas 1 and 2, single-family residences are as well, and staff has no enforcement mechanism to require the construction of two-family dwellings in a planning area where both uses are permitted by right. Two-family dwellings are listed both as a by-right and a conditional use within Planning Area 3 and it is not clear what the intent is at this time. Use Unit 10: Three- and Four-Family Dwellings are listed as a conditional use permit in Planning Areas 1 and 2, providing potential opportunities for alternative housing types; however, there are no guarantees this housing type would be included as proposed.

Given the lack of nonresidential services in the area, staff also finds the lack of permitted nonresidential uses runs counter to Planned Zoning District's intent to "achieve variety and integration of economic and redevelopment opportunities." If approved, staff recommends that Use Unit 12b General Business shall be permitted within Planning Area 1. Use Unit 12b consists of small-scale establishments offering commercial goods and services within a building containing 8,000 square feet or less, excluding area dedicated to residential uses, such as day cares, salons, bakeries, groceries, retail, and offices that could be a benefit to the surrounding communities.

RECOMMENDATION: Staff recommends denial of **PZD-2025-0002**. If forwarding to City Council, staff recommends the following conditions:

Conditions of Approval:

1. Associated development will be required to provide adequate access for water, sewer, and emergency services; and
2. Where dwellings have access to a public or private alley, driveway access shall be required from that alley.
3. Recreational amenities including an outdoor playground, shade structures, and trail system shall be provided in a substantially similar type and location as shown on the conceptual plans. Installation of amenities shall be required prior to ~~final plat sign-off.~~ issuing the first COO for the development.
4. The following corrections shall be made to the PZD booklet
 - a) Remove Use Unit 8: Single-Family Residential from Planning Area 1.
 - ~~b) Use Unit 12b General Business shall be permitted by right within Planning Area 1.~~
 - c) Remove Use Unit 9: Two-Family Residential from the Conditional Use list in Planning Area 3.
 - ~~d) Planning Area 4 shall have a minimum buildable street frontage requirement of 50%.~~
 - ~~e) Lots within Planning Area 1 shall have a maximum lot width of 30 feet, except in the case of corner lots.~~
 - ~~f) Lots within Planning Area 2 shall have a maximum lot width of 30 feet, except in the case of corner lots.~~
 - ~~g) Lots within Planning Area 3 shall have a maximum lot width of 50 feet, except in the case of corner lots.~~
 - h) Planning Area 1 and 3 shall have a maximum density of 6 units per acre.

- i) Planning Area 2 shall have a maximum density of 5 units per acre.

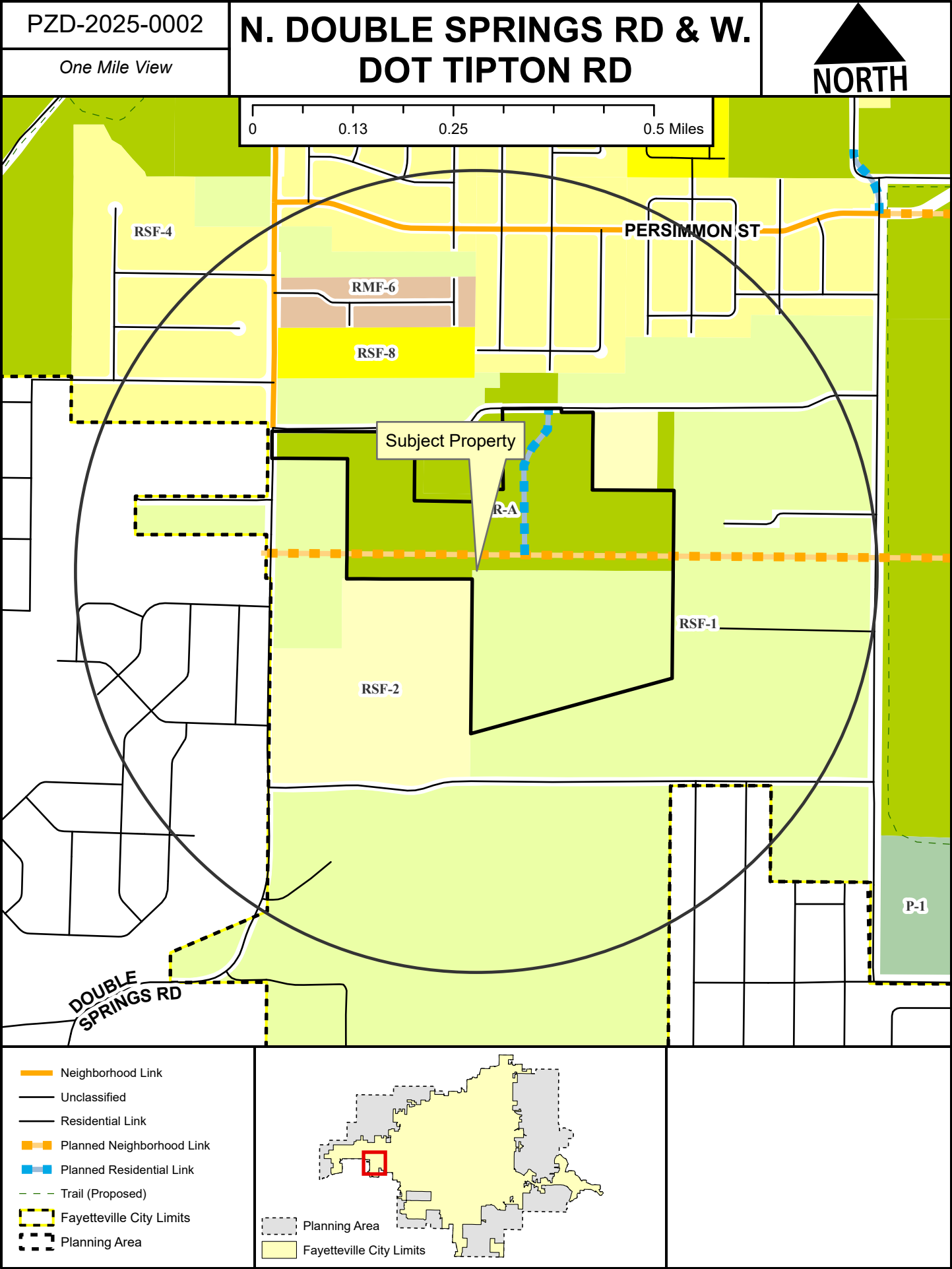
Planning Commission Action:	☒ Forwarded	☐ Tabled	☐ Denied
Meeting Date: <u>July 28, 2025</u>	I move to forward PZD-2025-0002 to City Council with a recommendation of approval and with the following conditions:		
Motion: MCGETRICK	Conditions 1, 2, 4a, 4c, 4h, and 4i as written		
Second: PAYNE	Condition 3 modified to be required prior to the issuance of the first certificate of occupancy for the development.		
Vote: 7-2-0 (GARLOCK, GULLEY OPPOSED)			

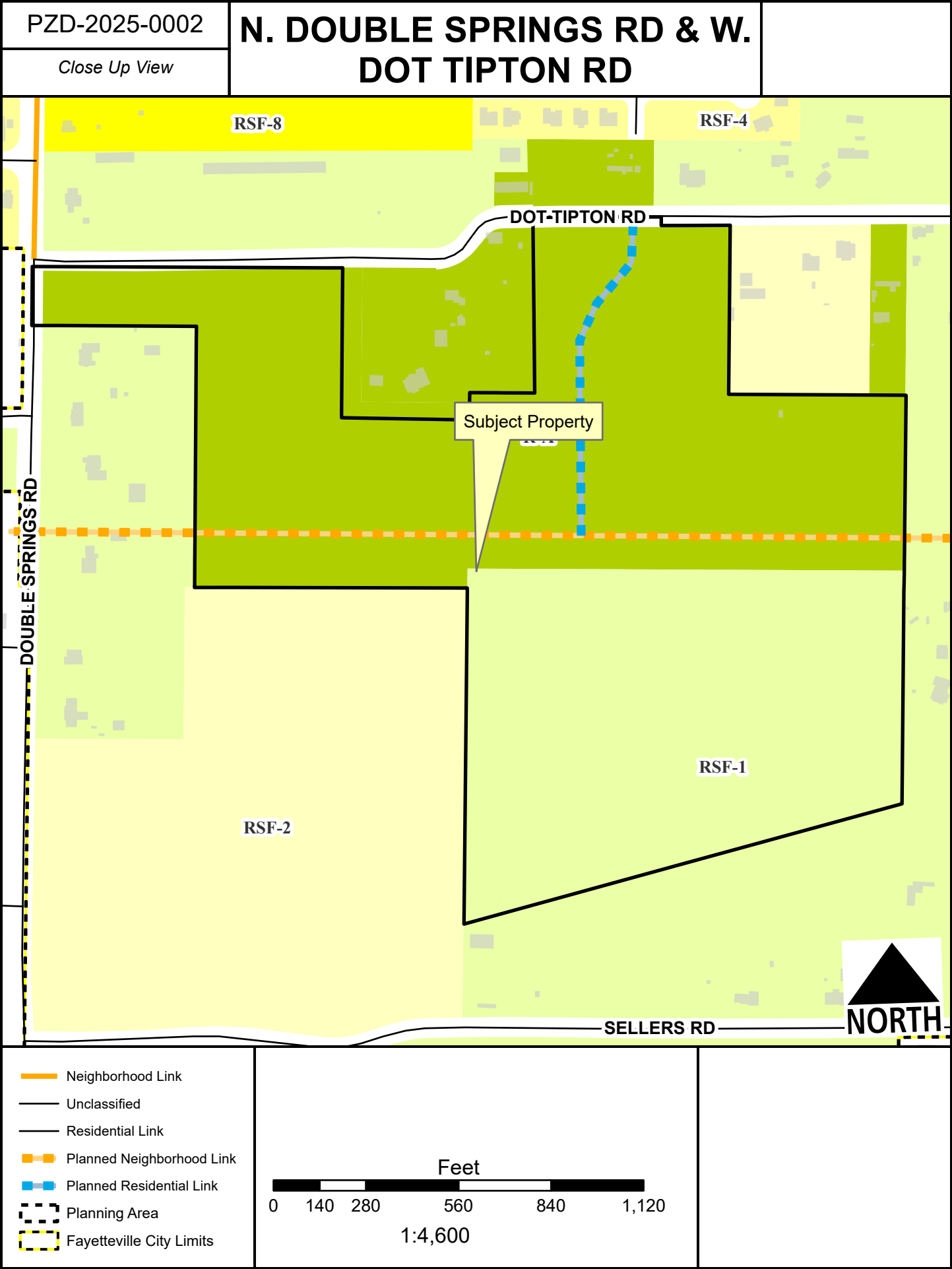
BUDGET/STAFF IMPACT:

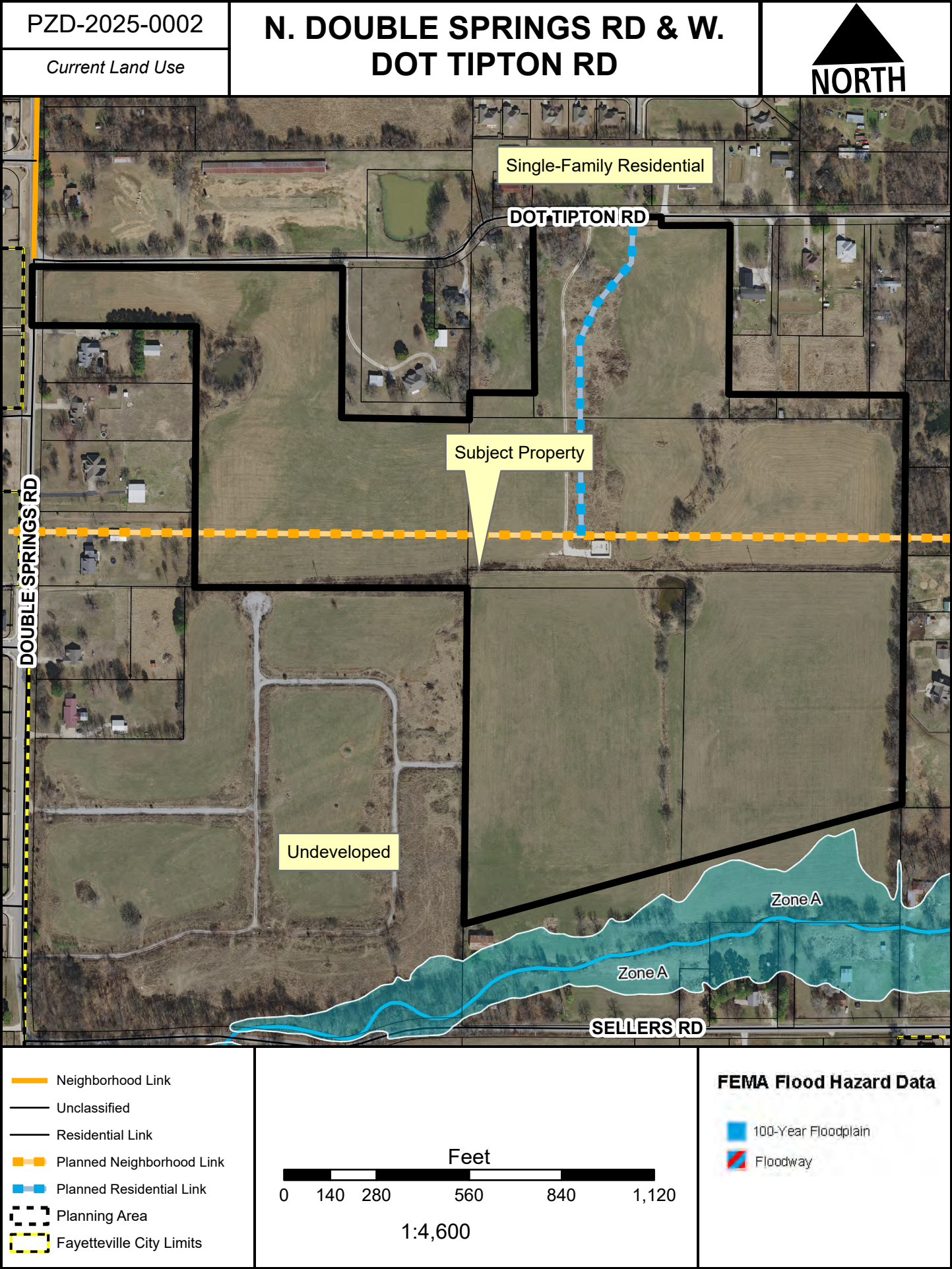
None

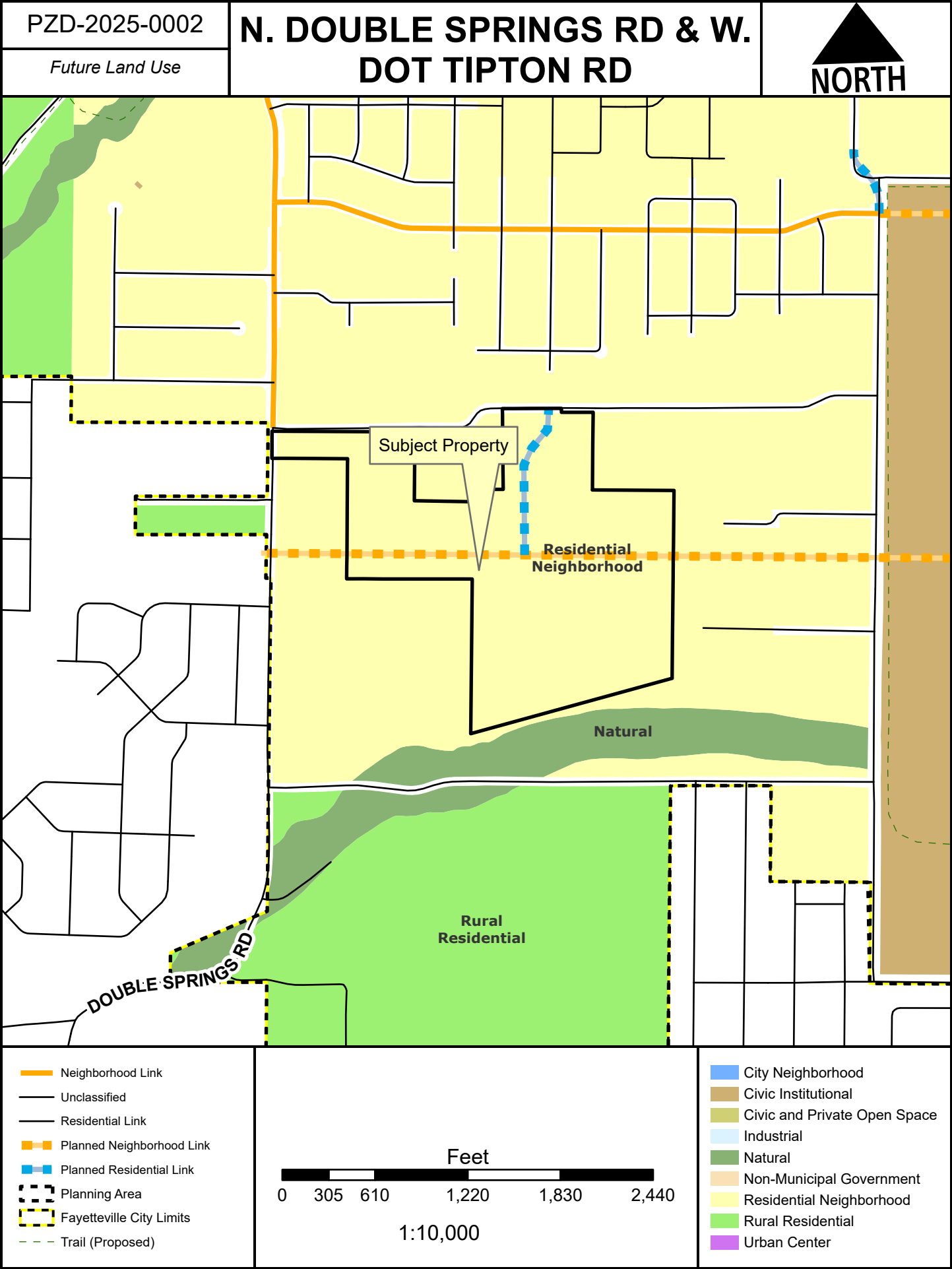
ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close Up Map
 - Current Land Use Map
 - Future Land Use Map
- Staff Exhibit:
 - Zoning Comparison Exhibits
- Applicant Exhibits
 - Request Letter
 - Site Plans
 - PZD Booklet
- Public Comment









Existing and Proposed Uses Allowed by Right

Use Unit	Description	R-A (Existing)	RSF-1 (Existing)	Planning Area 1 (Proposed)	Planning Area 2 (Proposed)	Planning Area 3 (Proposed)	Planning Area 4 (Proposed)
1	City-wide uses by right	X	X	X	X	X	X
3	Public protection and utility facilities	X					
4	Cultural and recreational facilities						X
6	Agriculture	X					
7	Animal husbandry	X					
8	Single-family dwellings	X	X	X	X	X	
9	Two-family dwellings	X		X	X	X	
37	Manufactured homes	X					
41	Accessory dwellings	X	X	X	X	X	
43	Animal boarding and training	X					
44	Cluster Housing Development				X		
46	Short-term rentals	X	X	X	X	X	

Existing and Proposed Uses Allowed by Conditional Use Permit

Use Unit	Description	R-A (Existing)	RSF-1 (Existing)	Planning Area 1 (Proposed)	Planning Area 2 (Proposed)	Planning Area 3 (Proposed)	Planning Area 4 (Proposed)
2	City-wide uses by conditional use permit	X	X	X	X	X	X
3	Public protection and utility facilities		X	X	X	X	X
4	Cultural and recreational facilities	X	X	X	X	X	
5	Government facilities	X	X	X	X	X	
9	Two-family dwellings					X	
10	Three (3) and four (4) family dwellings			X	X		
20	Commercial recreation, large sites	X					
24	Home occupation	X	X	X	X	X	
35	Outdoor music establishments	X					
36	Wireless communications facilities	X	X	X	X	X	X
40	Sidewalk Cafes			X	X		
42	Clean technologies	X					
44	Cluster Housing Development		X			X	

Existing and Proposed Uses Allowed by Right

Purpose Statement	Description	R-A (Existing)	RSF-1 (Existing)	Planning Area 1 (Proposed)	Planning Area 2 (Proposed)	Planning Area 3 (Proposed)	Planning Area 4 (Proposed)
	The regulations to the agricultural district are designed to protect agricultural land units and thereby to anchor to urban development has been accomplished; prevent waste by scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base by providing for the maximum use of space; increase scenic attractiveness; and conserve open space.	A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.	Provide an appropriately flexible neighborhood buffer, allowing more density along main street frontages without impacting neighborhood character. Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements within the overall development of the neighborhood. Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long-term maintenance of required infrastructure.	Provide an alternative, smaller lot configurations for additional single-family detached housing, providing flexibility for smaller, efficient, affordable house types to increase user diversity and overall appeal. Promote and maintain the development of varied housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of the life cycle. Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long-term maintenance of required infrastructure.	Provide a buffer to the existing creek that will contribute to the overall neighborhood character. Promote and maintain the development of varied housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of the life cycle. Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long-term maintenance of required infrastructure.	Provide shared open space that contributes to the health and well-being of the neighborhood and its users. Utilize natural spaces for stormwater management, allowing for re-use, filtering, and absorption, rather than collection, piping and quick-conveyance, which has proven to be detrimental to our public watersheds. Utilize existing or proposed public utility easements as activated spaces, rather than a direct, unmitigated area.	
Intent	NA	NA	1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of the usage; 2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern; 3. Block structure should be compact and connected, lots with alley frontage shall use said alleys for side access to property, with an emphasis on pedestrian pathways creating connectivity throughout the neighborhood; 4. Buildings should address the street appropriately with visible pedestrian entries on the primary facade connected to pedestrian pathways; 5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage; 6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential; 7. Set backs are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestrian. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more functionally sustainable neighborhoods.	1. To preserve and enhance natural features, promoting habitat for wildlife, stream health and environmental stewardship; 2. Allow public and neighborhood access to open spaces, bringing awareness to natural systems and functions; 3. Utilize existing drainage patterns to minimize land disturbance, loss of soil, erosion, and sediment off loading in streams.			
Neighborhood Standards	Residential	Residential	Residential	Residential	Residential	Residential	
Development Allowed to be Approved	No	No	No	No	No	No	
Density of Residential Dwellings per Acre (Max)	0.5 units	1 unit	4 units per acre (larger scale between all planning areas)	4 units per acre (larger scale between all planning areas)	4 units per acre (larger scale between all planning areas)	None	
Lot Width Minimum	200 feet	150 feet	30 feet	30 feet	50 feet	NA	
Lot Area Minimum	Residential & Nonresidential 2 acres	32,720 square feet	NA	NA	NA	NA	
Lot Area per Dwelling Unit	Front: 35' Side: 20' Rear: 35'	Front: 35' Side: 20' Rear: 35'	NA	NA	NA	Front: 10' Side: 5' Rear: 5'	
Setback Requirements (Euclidean)	NA	NA	NA	NA	NA	NA	
Service Requirements (Urban Form)	NA	NA	Front: 0.25 R12" Side: 5' Rear: 15'	Front: 0.25 R12" Side: 5' Rear: 15'	Front: 0.25 R12" Side: 5' Rear: 15'	NA	
Building Height	There shall be no maximum height limit in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.	3 Stories	3 Stories	3 Stories	3 Stories	2 Stories	
Building Area	NA	NA	NA	NA	NA	NA	
Minimum Building Street Frontage	NA	NA	50%	50%	50%	NA	
Tree Preservation	20%	25%	20%	25%	20%	20%	

Rezoning Request Narrative

June 04, 2025

City of Fayetteville
Development Services – Planning
125 W Mountain Street
Fayetteville, AR 72701

RE: Planned Zoning District Rezoning Request

Project Location: Multiple properties near W Dot Tipton Rd., Fayetteville, AR

Parcels: 765-16202-150, 765-16202-450, 765-16202-500, 765-16202-550, 765-16202-600, 765-16202-650, 765-16223-800, 765-16223-900, 765-20489-100

To Whom It May Concern:

We are pleased to submit a request for rezoning to Planned Zoning District (PZD) for a new development in west Fayetteville, Monarch Summers. The residential project includes detached single-family homes, and attached two-family homes (townhomes), totaling 267 units over 66.65 acres. The PZD proposal is based on an aggregate 4 units per acre, but requests smaller lot widths and minimum lot areas. By utilizing smaller lots, existing natural features and drainage patterns can be respected and enhanced. Monarch Summers boasts over 25% open space, including a long central green that doubles as a stormwater park and wildlife viewing area.

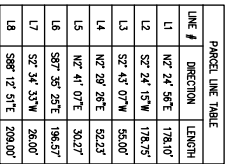
As illustrated in the PZD booklet, this project is compatible with the adjacent zoning and will not unreasonably or adversely affect or conflict with surrounding land uses. The proposed zoning district design aligns with City 2040 plan and aims to provide much-needed housing opportunities in a rapidly growing area of Fayetteville. This rezoning will support the City's long-term vision by addressing housing demand and fostering community growth while enhancing the overall quality of life for residents.

Please reach out with any additional questions or concerns regarding this rezoning request to Jenny Burbidge at 479.883.2845 or jenny.burbidge@prismds.co.

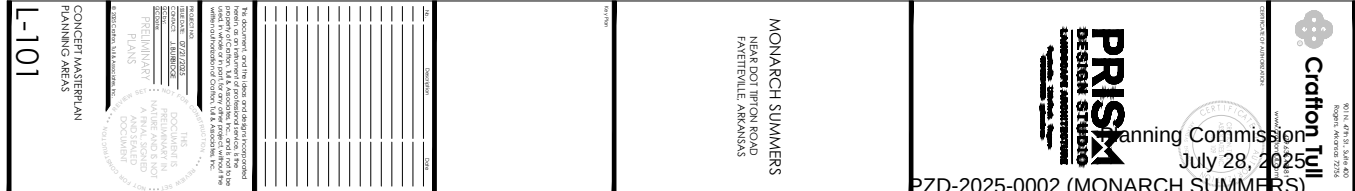
Sincerely,

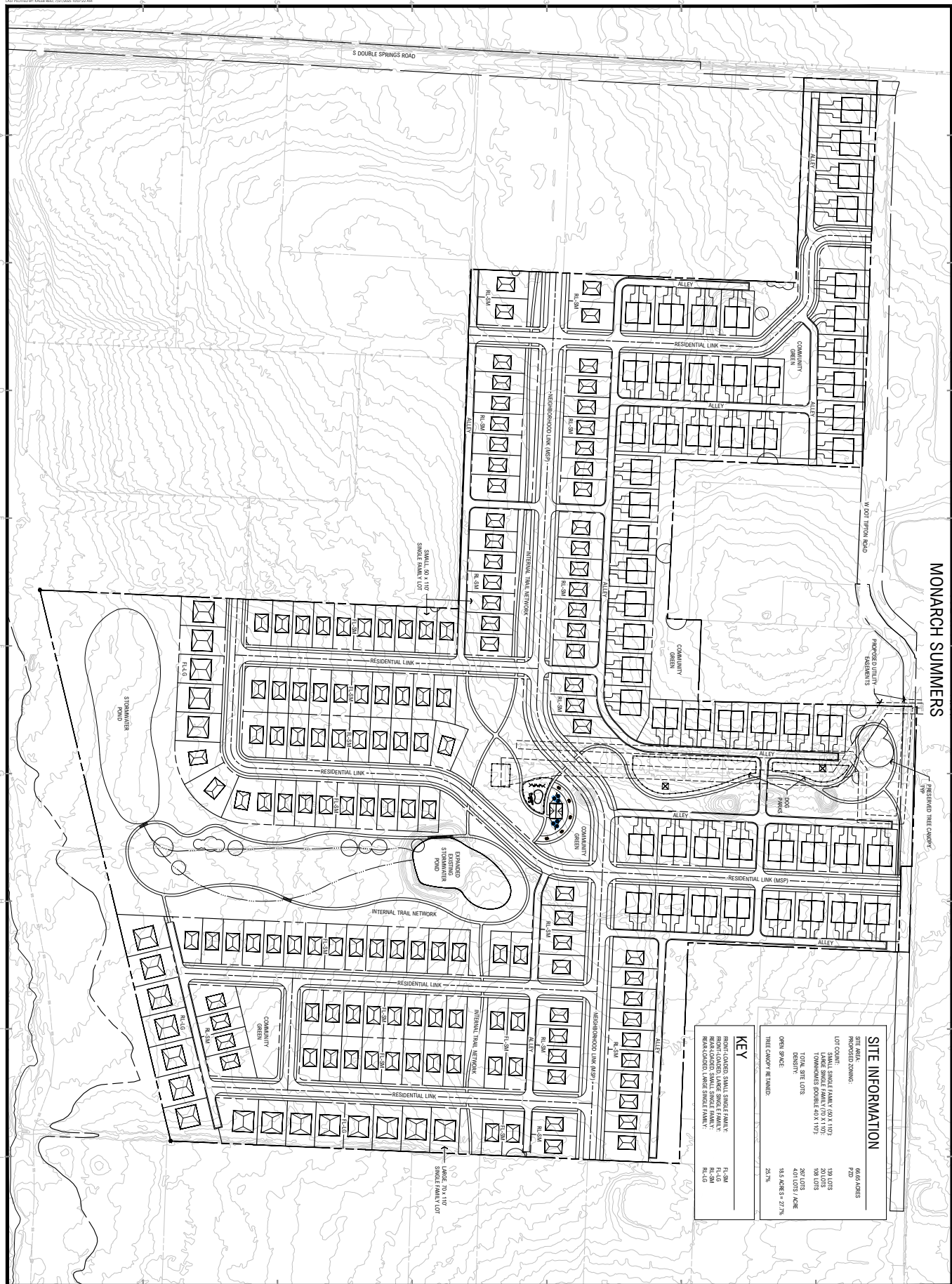


Jenny C. Burbidge, PLA, ASLA
Vice President
Prism Design Studio



BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.





MONARCH SUMMERS

— PRESERVED TREE CANOPY

SITE INFORMATION

SITE AREA:	66.65 ACRES
PROPOSED ZONING:	P20
LOT COUNT:	139 LOTS
SMALL SINGLE FAMILY (50 X 107):	20 LOTS
LARGE SINGLE FAMILY (70 X 107):	108 LOTS
TOWNHOMES (DOUBLE 40 X 107):	
TOTAL SITE LOTS:	287 LOTS
DENSITY:	4.01 LOTS
OPEN SPACE:	16.5 ACRES
TREE CANOPY RETAINED:	25.7%

KEY

FRONT-LOADED, SMALL SINGLE FAMILY;	FL-SM
FRONT-LOADED, LARGE SINGLE FAMILY;	FL-LG
REAR-LOADED, SMALL SINGLE FAMILY;	RL-SM
REAR-LOADED, LARGE SINGLE FAMILY;	RL-LG

MONARCH SUMMERS
NEAR DOT TIPTON ROAD
FAYETTEVILLE, ARKANSAS

 Crafton Tui
on
25

g Commission
July 28, 2025

PZD-2025-0002 (MONARCH SUMMERS)

Page 20 of 53

MASTERPLAN

L-102

PROJECT NO. _____

DATE: 06/21/2003

CONTACT: J. MURPHY

OFFICE: _____

LOCATION: _____

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT

This document, and the ideas and designs incorporated therein as an instrument of professional service, is the property of Carlson, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without written authorization of Carlson, Tull & Associates, Inc.

Planned Zoning District Booklet for

Monarch Summers Development



Prepared By:
Prism Design Studio

Date:
July 21, 2025

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I. Owner Information

Name: Goose Creed Addition LLC
Address: 60 South 6th Street
Fort Smith, AR 72901

Project Information

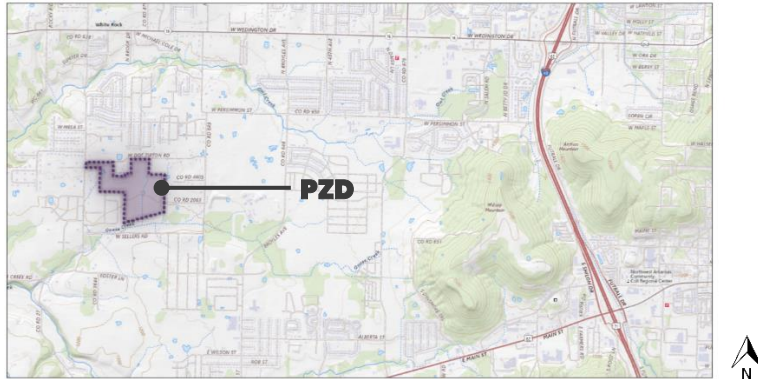
Parcels: 765-16202-150, 765-16202-450, 765-16202-500,
765-16202-550, 765-16202-600, 765-16202-650,
765-16223-800, 765-16223-900, 765-20489-100
Address: Near Dot Tipton Rd., Fayetteville, AR
Acreage: ±66.65 Acres
Existing Zoning: R-A (Residential Agriculture) &
RSF-1 (Residential Single Family- 1 units per acre)
Existing Use: Vacant – hay field
Proposed Zoning: PZD (Planned Zoning District)
Proposed Use: Residential – attached townhomes and detached
Single-family homes
Units: 108 townhomes | 159 Single-family homes
267 total units
Density: 4 units/acre aggregate

Project Narrative

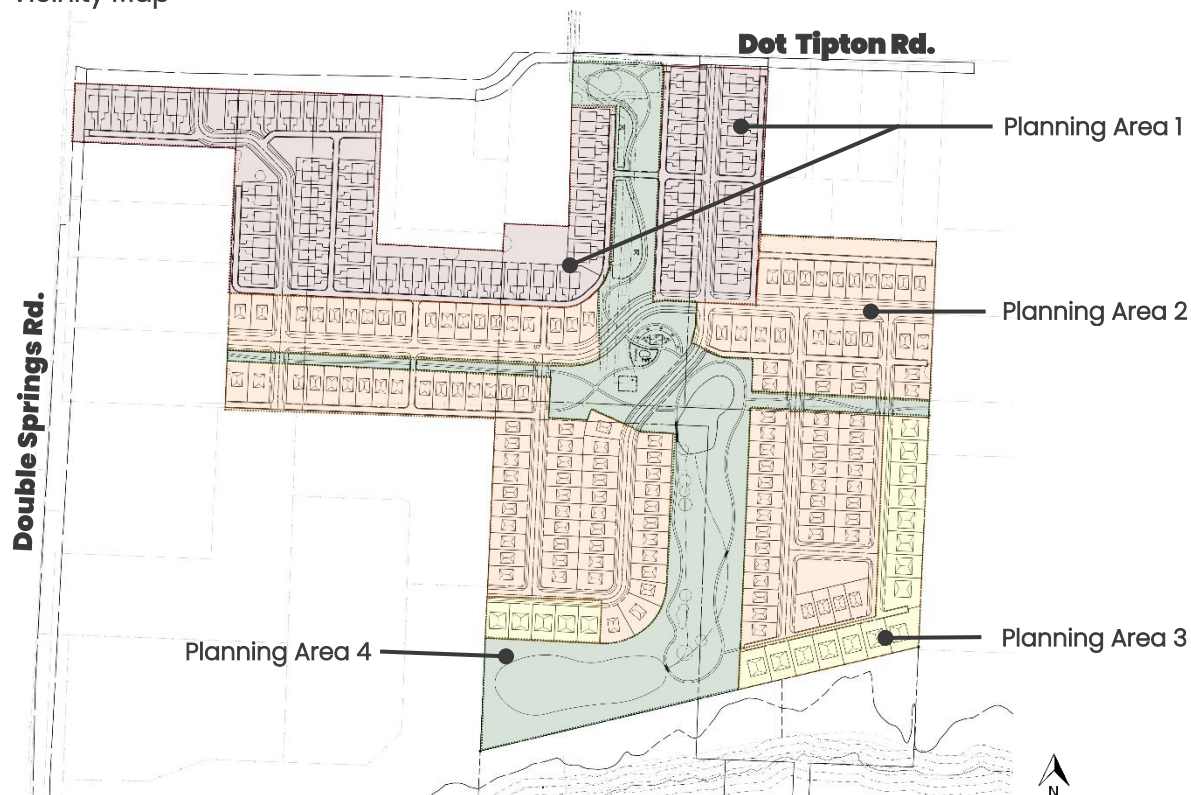
Monarch Summers development is a new housing development along Dot Tipton Road in west Fayetteville. It proposes mixed unit types, including attached townhomes and single-family homes, connected through walkable, compact streets, while maximizing greenspace for recreational use and stormwater management. The neighborhood provides trails around restored wildlife habitat areas, planted with native species such as milkweed, the host plant for Monarch butterfly. Monarch Summers aims to create an active, environmental community that seeks to enhance existing natural features through increasing biodiversity on site. These initiatives include creating connected green spaces preventing habitat fragmentation and connecting to the existing wildlife corridor and ecosystem along Goose Creek.

II. Planned Zoning District & Planning Areas

The proposed Planned Zoning District includes four planning areas. The proposed lot restrictions are the same throughout the development, with permitted uses being the driving difference in the planning areas. This is in efforts to create visual consistency between housing types for the neighborhood.



Vicinity Map



PZD Areas – Enlargement Plan

PZD Area 1: Attached townhomes (duplexes) with rear entry access

PZD Area 2: Detached Single Family – small lots

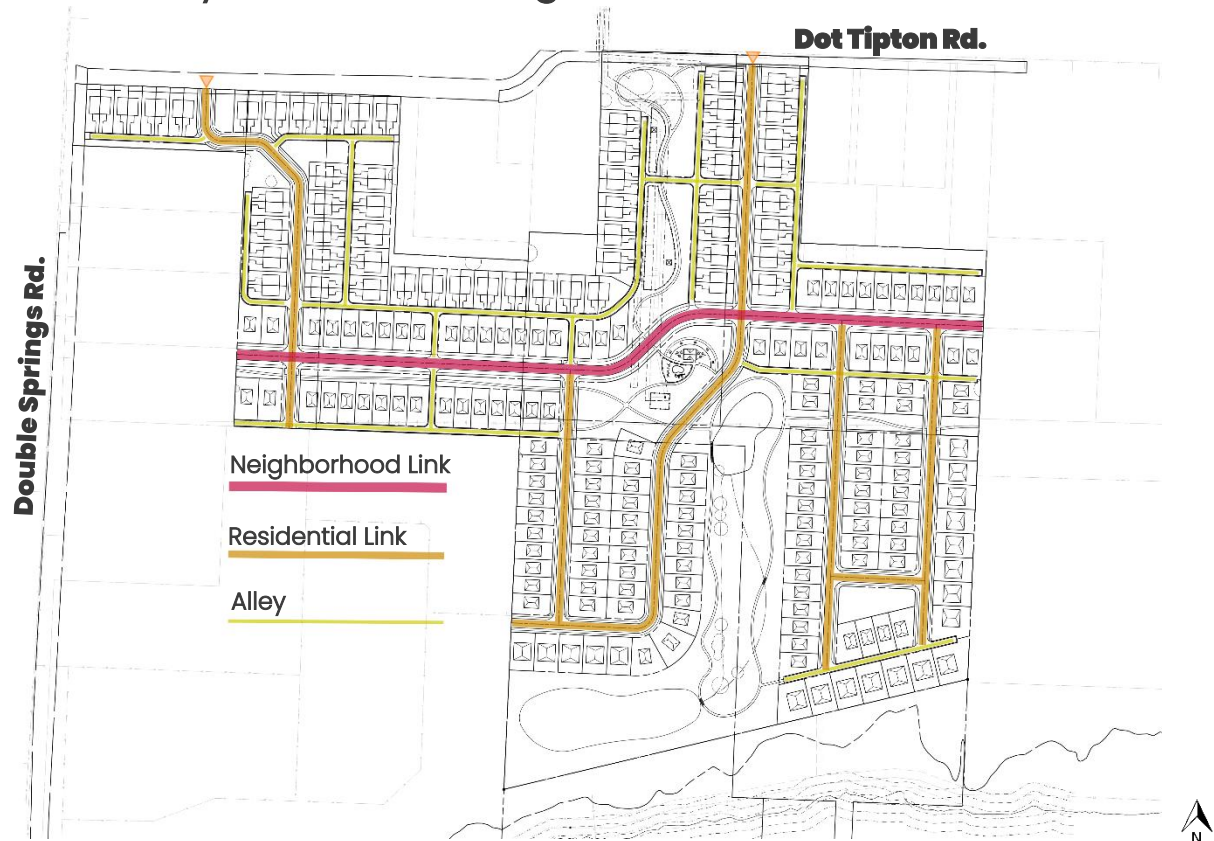
PZD Area 3: Detached Single Family – large lots

PZD Area 4: Open/Natural space, trails, parks utilities, stormwater management

III. Site Plan



Streets, Lot Layout, and Parking



The project proposes two new access points along Dot Tipton Road and includes approximately 1500 linear feet of street frontage. The eastern access aligns with a planned Residential Link shown on the City's Master Street Plan.

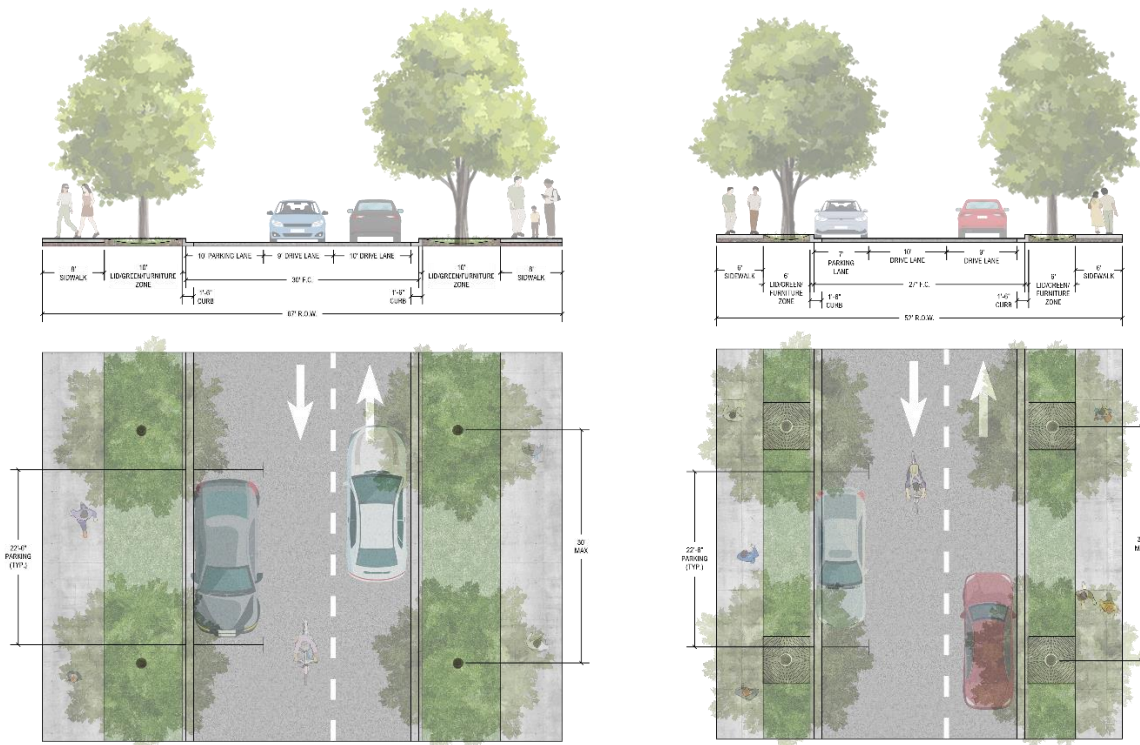
The two new drives lead to the project's "main street", a strong east to west corridor with a street section prioritizing pedestrian safety and maneuverability. This connector is also on the City's Master Street Plan, as a Residential Link. Other local streets spur off this "main street" into sections of the neighborhood, creating a network of streets and alleys focused on connectivity, rather than dead-end cul-de-sacs.

All of the attached townhomes and over 41% of single-family homes are rear-loaded from alleys. This prevents repetitive street cuts and prioritizes pedestrian safety and landscape buffers from vehicular traffic in the more active section of the development. The southern portion of the project is front

loaded, and homes are oriented to overlook restored wildlife areas and stormwater features. All homes having alley frontage shall be required to be rear loaded, as indicated on the Site Plan.

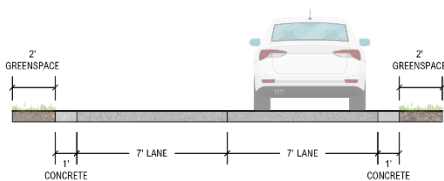
In summary, this project completes two future streets indicated on the City's Master Street Plan, and uses urbanist design principles for tight, safe, walkable streets, through alleys, and the lack of dead-end streets.

The proposed street sections are shown below:



Typical Neighborhood Link Street

Typical Residential / Local Street



Typical Residential Rear Alley – Two -Way

Proposed street sections align with the City of Fayetteville standard street sections.

Up to 300 on-street parking spaces are available along the streets within Monarch Summers, following standard street sections. Full size garages fitting 2 vehicles will be provided for all single-family homes. A minimum of a one-car garage will be provided for attached townhomes. Note that all townhomes are rear-loaded and include space for additional vehicles in the driveway. Guest parking is accommodated fully by the on-street parking facilities. At the time of development, it is recommended that an adequate number of on-street parking be determined, as 300 spaces is excessive where most homes have vehicle accommodations. Rather than maximizing on-street parking, more robust landscape islands between stalls and roughly 200 stalls is more appropriate.

b. Traffic

The development will provide a traffic study concurrently with development plans as part of the preliminary plat process, and required by the City's Municipal Code. Dot Tipton Road is a paved rural road with open swales on both sides, and it varies in width with travel lanes of 7-8', generally. As part of this development, Dot Tipton will be improved from the most eastern drive to the intersection at Double Springs, where the property has street frontage.



Photo of Dot Tipton Rd, near the western new proposed access.

Double Springs Road is improved and supporting other neighborhoods, connecting to Wedington Rd, a Tier 3 City Center. It is in good condition and has been improved by other neighborhoods that front Double Springs Road directly.



Photo near the NW intersection of Double Springs Rd & Dot Tipton Rd.

c. Site Characteristics & View Protection

The site is currently unoccupied with remnant barns from farming operations. The site is currently used for hay harvesting. It's generally covered in grassland, consisting of ryes, Johnson grass and other typical forbs in the region. The property generally slopes from north to south with minimal tree cover. No records of previous hazardous uses or materials have been identified or indicated from previous aerial imagery.



The proposed Planned Zoning District matches the height requirements of RSF-4 zoning districts, in efforts to match surrounding neighborhoods and does not impose additional detriment to any existing views.

d. Stormwater Detention Areas and Drainage

The northeastern section of the site slopes from the north to the southwest, while the remainder flows from the north to the south. An existing central pond and swale collect the surface drainage, and this swale continues south towards Goose Creek. An old farm pond in the NW corner of the property also collects existing surface drainage.

The proposed drainage strategy will incorporate the existing low spots and expand the existing ponds. A new large detention pond will be added on the lower section of the site, to the south. The two major ponds will be connected through a linear swale allowing for stormwater infiltration rather than proposing gray infrastructure (pipes). By utilizing large natural areas in the development for stormwater mitigation, the development can prevent erosion concerns and provide flooding relief for adjacent properties.

There is no floodplain located on the subject property.

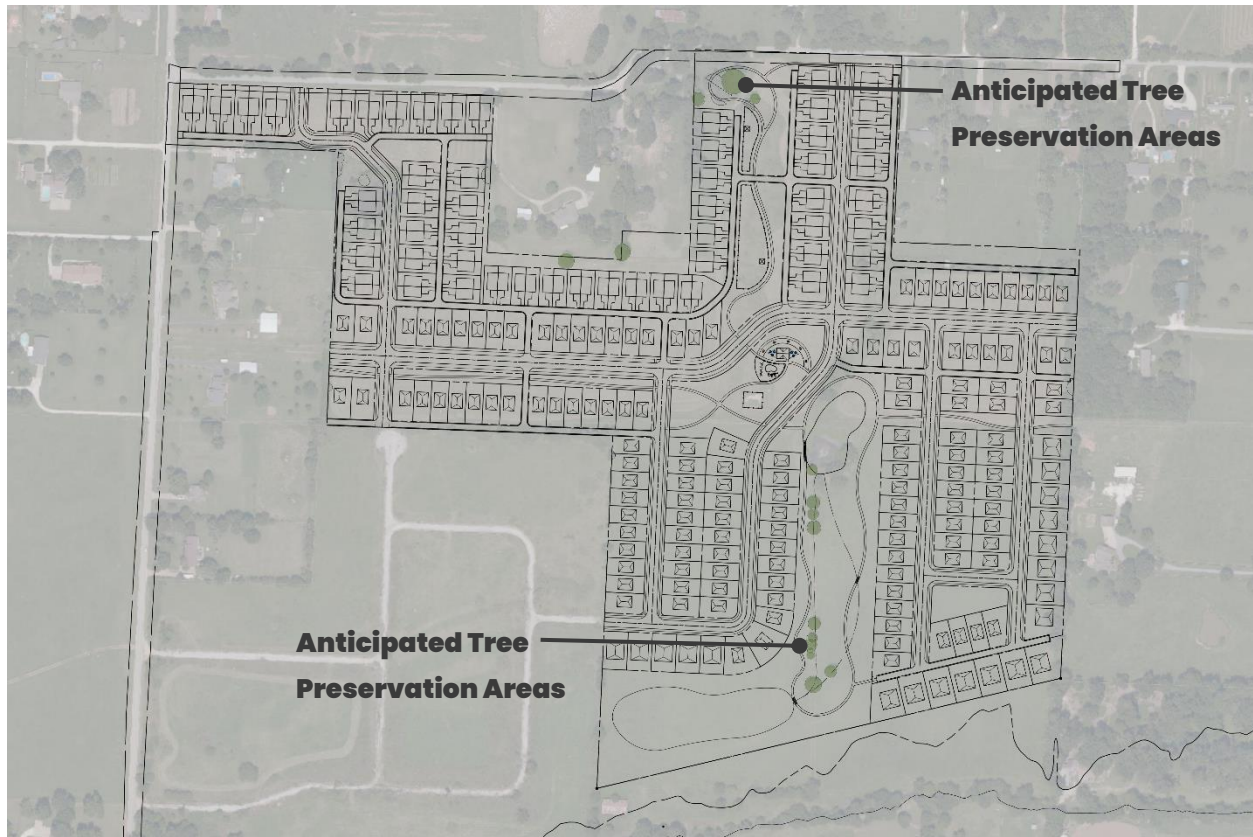
e. Undisturbed Natural Areas

The existing central pond and drainage swale will be utilized and enhanced, as a feature for the neighborhood. Through invasive species removal and planting of native species, like perennial pollinators, and flowering forbs, the integrity of the ecosystem will be a focal point for the development. Mass native species planting with species such as butterfly milkweed, will be a landscape theme carried throughout the property.

In short, the natural drainage area of this property will be respected, expanded and enhanced to minimize impact on the current drainage systems and patterns.

f. Tree Preservation Areas

The property is currently used to harvest hay, and has minimal existing tree coverage. PZD minimum tree preservation percentage is 25%. The anticipated preservation areas are near the existing ponds and swales.



g. Buffer Areas, Perimeter Treatment, Screening and Landscaping

The project will meet all buffer requirements in the Municipal Development Code. Due to compatible uses surrounding the site, no additional buffers are proposed above typical requirements.

The perimeter treatment will vary depending on the access types and building orientation. Where the rear yard faces an adjacent property, a solid fence will be provided. When the front of a unit is facing an adjacent property, a landscape buffer, including shade, ornamental and evergreen trees shall be provided.

Screening and landscaping will be provided as required by the City Municipal Development and Subdivision code. Since all uses surrounding the property, and including the property are low density residential, no screening is planned. Street trees will be planned in accordance with the typical city street sections. Landscape enhancements will be provided in the common areas and in the stormwater park area. The planting palette, including street trees, will be strictly native plant species in support of the enduring green network and nature-based solutions planning initiatives.

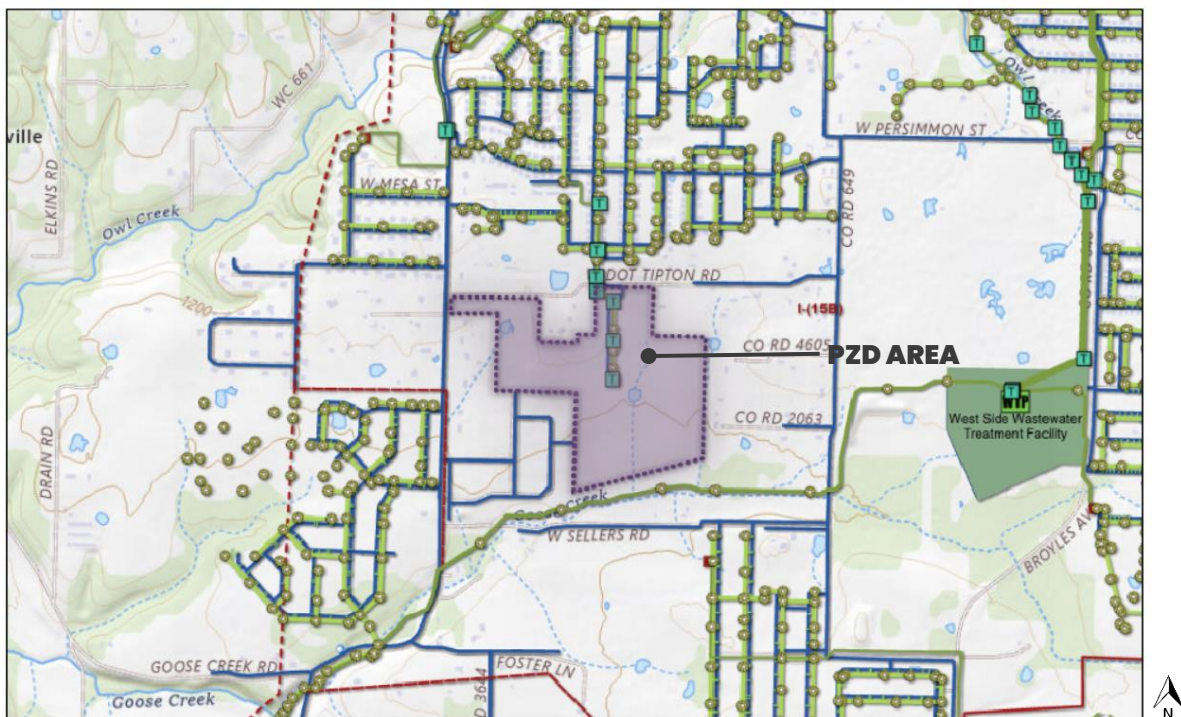
h. Recreational facilities

The neighborhood includes open green spaces interspersed throughout, providing access to quality outdoor space in multiple forms. A series of pocket parks and common greens are used to provide visual interest along strong sight lines and to provide buffer between programmed play areas and private residences. These spaces also act as natural systems enhanced with native plantings, allowing for wildlife migration by being connected, rather than isolated habitats.

An outdoor playground and shade structures are proposed near the center of the property with on-street parking. Lastly, a trail system around the stormwater ponds and habitat area will provide opportunities for walking, running, and wildlife viewing.

i. Existing and Proposed Utility Connections & Extensions

The subject property has access to water and sewer. An existing water main and lift station exist within the property bounds. Per discussions with the Utility Department, the existing lift station (#44) is at capacity, and the next downstream lift station (#22) is also at capacity. Upgrades to these systems would not be approved. The city has completed 100% construction plans (separate from this project or property) for a new gravity mainline along Goose Creek that will connect to lift station #12 and provide adequate capacity for future projects on the subject property. Lift station #44 will be required to be taken offline and routed to the new gravity main to the south, through the subject property. The plans are currently under review with the state Health Department. The property owner has been in discussions with the utility department regarding a cost-share agreement for future off-site gravity mainline improvements. All water improvements and extensions will be typical to provide service for new development. Water pressure and capacity in the area are adequate for the residential services.



Water / Sewer Map

j. Sidewalks & Streetlights

Sidewalks will be proposed in accordance with the street sections included in this packet.

Streetlights will be provided and meet the standard required lighting requirements by the City of Fayetteville Municipal Code, and in coordination with the utility provider. All proposed lighting will also meet the City’s dark sky requirements.

IV. Context

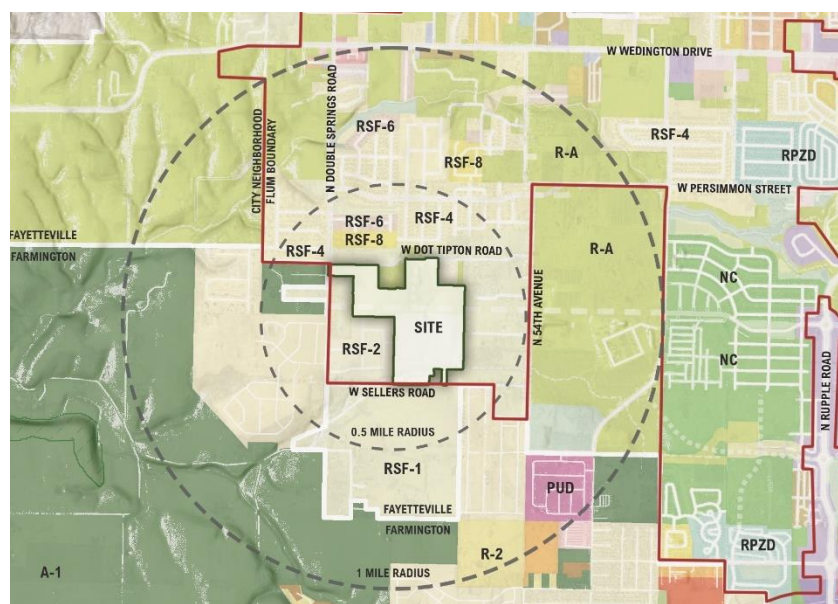
All adjacent properties are residential in use and within residential zoning districts. The following zoning types are located within 0.5 miles of the subject property:

RSF-1	RSF-4	RSF-8	RSF-6	P-1	R-A
City of Farmington (Residential, up to 4 units per acre)					

The additional zoning districts located within 1 mile of the subject property are:

NC	R-O	RI-U	C-2	NS-L	NS-G
RI-12	RPZD				

The proposed aggregate density (units per acre) of this project is similar to the subdivisions in the surrounding areas. Multiple RSF-4 or more dense neighborhoods are within immediate area around this subject property. The development pattern is less intrusive and more efficient with infrastructure investments than low density and rural lot layouts.

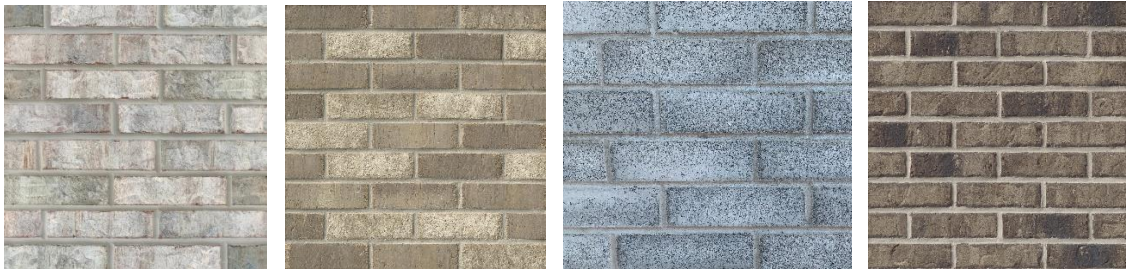


V. Development and Architectural Design Standards

The proposed homes will consist of American Traditional architectural style, with nods to Craftsman and Tudor features. There will be some variety in colors and composition to provide each home owner with a custom look to their home. The color palette will be neutrals in general, with architectural accents in bold colors.

A. Primary Materials

Brick *various colors*



Stone *various types and colors*



Lap Siding *various colors and patterns*



Secondary Materials

Aluminum

Steel

Wood

b. Building Elevations- Precedent Imagery

Attached Townhomes



All images are shown for character and architectural style reference and are not images owned by this project or guaranteed final products.

C. Single-Family Homes

Small Single – Family (+/-1,000 sf – 1,750 sf)



Large Single – Family (+/- 1,500 sf – 2,500 sf)



All images are shown for character and architectural style reference and are not images owned by this project or guaranteed final products.

VI. Proposed Signage

Proposed signage will be typical of residential developments and will comply with the City's Municipal Code. Signs are permitted separately from the project development and platting process.

VII. Construction of Nonresidential Facilities

There are no nonresidential facilities or uses associated with this project.

VIII. Covenants, Trusts, Homeowners Association

Monarch Summers will establish a Property Owner Association (POA) to hold responsibility for maintaining shared amenities and spaces, not under private ownership.

VIII. Zoning Standards (Existing)

a. R-A Residential - Agricultural

Uses Allowed By Right	Unit 1	City-wide uses by right
	Unit 3	Public protection and utility facilities
	Unit 6	Agriculture
	Unit 7	Animal husbandry
	Unit 8	Single-family dwellings
	Unit 9	Two-family dwellings
	Unit 37	Manufactured homes
	Unit 41	Accessory dwellings
	Unit 43	Animal boarding and training
	Unit 46	Short-term rentals
Conditional Uses	Unit 2	City-wide uses by conditional use permit
	Unit 4	Cultural and recreational facilities
	Unit 5	Government facilities
	Unit 20	Commercial recreation, large sites
	Unit 24	Home occupations
	Unit 35	Outdoor Music Establishments
	Unit 36	Wireless communications facilities
Density	Unit 42	Clean technologies
	One-half (1/2) unit per acre	
Bulk and Area Regulations	Lot Width Minimum: 200 feet	
	Lot Area Minimum:	
	Residential	2 acres
	Nonresidential	2 acres
	Lot area per dwelling unit: 2 acres	
Setback Requirements	Front:	35 feet
	Side:	20 feet
	Rear:	35 feet
Height Requirements	There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.	
Building Area	None	

b. **RSF-1** *Residential Single Family – One Unit per Acres*

Uses Allowed By Right	Unit 1	City-wide uses by right
	Unit 8	Single-family dwellings
	Unit 41	Accessory dwellings
	Unit 46	Short-term rentals
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 24	Home occupations
	Unit 36	Wireless communications facilities
	Unit 44	Cluster Housing Development
Density	1 unit per acre	
Bulk and Area Regulations	Lot Width Minimum:	150 feet
	Lot Area Minimum:	
	Residential	35,720 square feet
	Lot area per dwelling unit:	35,720 square feet
Setback Requirements	Front:	35 feet
	Side:	20 feet
	Rear:	35 feet
Height Requirements	3 stories	
Building Area	None	

c. Proposed Zoning Standards (Proposed)

PZD – Planned Area 1

Purpose:

- Provide an appropriately flexible neighborhood buffer, allowing more density along main street frontages without impacting neighborhood character.
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

Intent:

1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
3. Block structure should be compact and connected, lots with alley frontage shall use said alleys for sole access to property, with an emphasis on pedestrian pathways creating connectivity throughout the neighborhood;
4. Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage.
6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
7. Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

PZD – Planned Area 1

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 8 Single-family dwellings Unit 9 Two-family dwellings Unit 41 Accessory dwellings Unit 46 Short-term rentals
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 10 Three (3) and four (4) family dwellings Unit 24 Home occupations Unit 36 Wireless communications facilities Unit 40 Sidewalk cafes Unit 44 Cluster Housing Development
Density	None (4 units per acre aggregate between all planning areas)
Bulk and Area Regulations	Lot Width Minimum: 30 feet Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: Build-to zone that is located between the front property line and a line 25 feet from the front property line. * Side: 5 feet Rear: 15 feet
Height Requirements	Maximum 3 stories
Building Area	None
Minimum Buildable Street Frontage	50% of the lot width**

**Allowance for accommodating existing or required utility improvements along street frontages*

***Legal lots may meet their frontage requirements with private or public right-of-way, open space, or amenity space.*

PZD – Planned Area 2

Purpose:

- Provide an alternative, smaller lot configurations for traditional single-family detached housing, providing flexibility for smaller, efficient, affordable house types to increase user diversity and overall appeal.
- Promote and maintain the development of varied housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

Intent:

1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
3. Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;
4. Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage.
6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
7. Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

PZD – Planned Area 2

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 8 Single-family dwellings Unit 9 Two-family dwellings Unit 41 Accessory dwellings Unit 44 Cluster Housing Development Unit 46 Short-term rentals
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 10 Three (3) and four (4) family dwellings Unit 24 Home occupations Unit 40 Sidewalk cafes Unit 36 Wireless communications facilities
Density	None (4 units per acre aggregate between all planning areas)
Bulk and Area Regulations	Lot Width Minimum: 30 feet Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: Build-to zone that is located between the front property line and a line 25 feet from the front property line. * Side: 5 feet Rear: 15 feet
Height Requirements	Maximum 3 stories
Building Area	None
Minimum Buildable Street Frontage	50% of the lot width**

**Allowance for accommodating existing or required utility improvements along street frontages*

***Legal lots may meet their frontage requirements with private or public right-of-way, open space, or amenity space.*

PZD – Planned Area 3

Purpose:

- Provide larger lots near the existing creek that will contribute to the overall neighborhood character.
- Promote and maintain the development of varied housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

Intent:

1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
3. Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;
4. Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage.
6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
7. Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

PZD – Planned Area 3

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 8 Single-family dwellings Unit 9 Two-family dwellings Unit 41 Accessory dwellings Unit 46 Short-term rentals
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 24 Home occupations Unit 36 Wireless communications facilities Unit 44 Cluster Housing Development
Density	None (4 units per acre aggregate between all planning areas)
Bulk and Area Regulations	Lot Width Minimum: 50 feet Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: Build-to zone that is located between the front property line and a line 25 feet from the front property line. * Side: 5 feet Rear: 15 feet
Height Requirements	Maximum 3 stories
Building Area	None
Minimum Buildable Street Frontage	40% of lot width**

**Allowance for accommodating existing or required utility improvements along street frontages*

***Legal lots may meet their frontage requirements with private or public right-of-way, open space, or amenity space.*

PZD – Planned Area 4

Purpose:

- Provide shared open space that contributes to the health and well-being of the neighborhood and its users.
- Utilize natural spaces for stormwater management, allowing for re-use, filtering, and absorption, rather than collection, piping and quick conveyance, which has proven to be detrimental to our public waterways.
- Utilize existing or proposed public utility easements as activated spaces, rather than derelict, unmaintained areas.

Intent:

1. To preserve and enhance natural features, promoting habitat for wildlife, stream health and environmental stewardship.
2. Allow public and neighborhood access to open spaces, bringing awareness to natural systems and functions.
3. Utilize existing drainage patterns to minimize land disturbance, loose soil, erosion, and sediment off-loading in streams.

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 4 Cultural and recreational facilities
Conditional Uses	Unit 2 City-wide uses by conditional use permit Unit 3 Public protection and utility facilities Unit 36 Wireless communications facilities
Density	0 No residential density is allowed
Bulk and Area Regulations	Lot Width Minimum: None Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: 10 feet Side: 5 feet Rear: 5 feet
Height Requirements	Maximum 2 stories
Building Area	None

X. Compliance with Future Land Use Plan

The subject property and all adjacent properties are designated as Residential Neighborhood. This designation begins near Goose Creek, south of the property, and extends to Wedington Drive, a regional link 1.5 miles north, encompassing existing neighborhoods with a variety of residential zoning designations. The City's 2040 Plan describes these areas as:

"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 non-residential 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."

This project proposes single-family and townhome development with low to medium aggregate density, similar to RSF-4. The proposed uses and design of this project clearly align with the neighborhood development objectives listed in the City's 2040 Plan.



Figure 3.5 - Suburban Sprawl



Figure 3.6 - Traditional Development

Figures from the City of Fayetteville 2040 Comprehensive Plan

XI. Reason for requesting rezoning

The request for rezoning is to further align with the smart growth initiatives the City has prioritized in the 2040 Comprehensive plan. The property is currently zoned for low density, typical suburban and rural sprawl. Roughly 46 homes are allowed by right, sitting on large, detached lots, providing little benefit to neighborhood connectivity and sense of place. Extending utilities and roads over long distances to serve only a few homes makes development less feasible and fails to maximize infrastructure investments or support their maintenance over time.

This proposal seeks an aggregate density of 4 units per acre (RSF-4) with modifications to standard lot sizes to maximize green space within the property. RSF -4 requires a minimum 70 foot lot width and 8,000 sf lot size, yet homes ranging from 1,000 – 3,000 square feet can be built on narrower lots. As noted throughout this booklet, by reducing the private greenspace, larger community areas can be planned and integrated into environmental programming like stormwater management and habitat development.

RSF-4 zoning allows single-family detached homes being allowed by right, and two-family homes require conditional use approval. In this proposal, single family and two-family dwellings are allowed by right, but limited to an aggregate density of 4 units per acre. This matches the development patterns in the surrounding area and causes no adverse impact to adjacent properties.

In summary, this project is an opportunity to provide a diversity of housing types for families in a walkable neighborhood format that promotes community building while increasing ecological diversity. This smart growth approach to residential development has been recognized by the community and NWA regional planners as necessary in order to meet housing needs while correcting outdated development patterns that no longer serve the growing region.

Wonsower, Donna

From: Planning Shared
Sent: Monday, July 21, 2025 2:52 PM
To: Wonsower, Donna
Subject: FW: Rezoning Request for Monarch Summers Development on Dot Tipton Road for Parcels: 765-16202-150, 765-16202-450, 765-16202-500, 765-16202-550, 765-16202-600, 765-16202-650, 765-16223-800, 765-16223-900, 765-20489-100

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



CITY OF
FAYETTEVILLE
ARKANSAS

From: Rusty Rumley <rustyrumley@gmail.com>
Sent: Monday, July 21, 2025 2:17 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rezoning Request for Monarch Summers Development on Dot Tipton Road for Parcels: 765-16202-150, 765-16202-450, 765-16202-500, 765-16202-550, 765-16202-600, 765-16202-650, 765-16223-800, 765-16223-900, 765-20489-100

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.

To whom it may concern,

My name is Rusty Rumley, and I live with my family on the west side of the property in question. I greatly appreciate the opportunity to provide comments regarding the proposed zoning change that would significantly tax local infrastructure, uncharacteristically increase residential density in our area, and potentially create drainage issues on my property. This property was last considered earlier in 2025 and the concerns raised by the Planning Commission and city staff during that request for rezoning remain largely unchanged. I am writing to express my opposition to this proposal for the following reasons:

1. Strain on Local Infrastructure

The proposed development would put a considerable burden on our already strained infrastructure. Traffic congestion is a daily challenge during peak hours, and the addition of dozens—or even hundreds—of new housing units will only exacerbate this issue and increase the likelihood of accidents. This new plan addresses concerns about Dot Tipton Rd; however, it does not address the additional traffic on Double Springs Rd. The continued development of the Goose Creek subdivision on

the west side of Double Springs Rd. continues to increase traffic on this road since the last time this property was considered for rezoning, which has only made the issue worse. Land on the north side of Dot Tipton has also been rezoned for development and the additional strain on Double Springs Rd will create long-term traffic and safety issues moving forward. Finally, the property is at the furthest west extent of city limits with little proximity to city services. Fayetteville's long-range plans discourage sprawl by supporting revitalization nearer to the urban center and by limiting growth on the edges of the city. This area lacks non-residential services and employment centers which would likely result in increased automobile dependence, contrary to the plan.

2. Impact on Neighborhood Character

This proposal is inconsistent with the existing character of our community, which is largely composed of single-family homes (although lot sizes do vary). There is no zoning in the area commensurate with the proposed density level due to the townhomes in this plan, which would be more appropriate for redevelopment near the urban center rather than on the outskirts of town which has no retail establishments or public transportation. The proposed substantial increase in residential density would alter the appearance, atmosphere, and quality of life in the neighborhood, and would be contrary to thoughtful, sustainable growth in alignment with the area's long-term planning goals. This plan merely contributes to urban sprawl by creating yet another commuter neighborhood. Fayetteville is suffering a housing shortage that needs to be addressed; however, urban sprawl will create more long-term problems down the road.

3. Environmental Concerns

We are also concerned about the environmental impact of this development. Increased density typically results in more paved surfaces and reduced green space, which contributes to stormwater runoff, a higher risk of flooding, and diminished habitat for local wildlife. There are already existing issues with runoff on this property and replacing pasture with densely packed development would absolutely exacerbate this issue. In the submitted Planned Zoning District Booklet for Monarch Summers Development these issues are allegedly addressed; however, the plans show that the planned Neighborhood link will substantially increase runoff by creating a paved canal to move water down to the entire western side of the proposed development and directly onto my and my neighbor's property.

For all of the above reasons, I respectfully ask that the proposed zoning change be denied. Thank you for your attention.

Rusty W. Rumley
phone: (405) 779-3680
email: rustyrumley@gmail.com

City of Fayetteville
Planning Department
125 W Mountain Street
Fayetteville, AR 72701

RE: Rezone request (PZD:-2025-0002)

Dear Planning Commission and City Council,

Please find this letter in support of the rezone request for multiple properties near 6061 W. Dot Tipton Road in Fayetteville, AR. We understand the properties are currently zoned R-A and RSF-1, and the proposed zoning is a Planned Zoning District (PZD). As neighbors of these properties, we do not believe the new zoning classification will have any adverse effect on our property or the surrounding area.

Please find the names and addresses below of neighbors supporting the request:

Date	Name	Address
7/23/25		35 acres Pointe Green & Laurel Springs
7/24/25		5769 W. Chaloff Dr.
7/25/2025	Dale Carlton	20 Acres on Wayne Sellers corner Dale Carlton

Additional Information Received

Date Received: MM/DD/YYYY	08/08/2025
Time: 00:00 (AM/PM)	8:54 A.M.
From: Name & Title	Donna Wonsower, Planner
To: Name & Title	Courtney Spohn, Deputy Clerk
Agenda Meeting Date: MM/DD/YYYY	08/12/2025
Agenda Item: Ex. B3, C.4	C.4
Civic Clerk Number: Ex. 2025-994	2025-1354

Planned Zoning District Booklet for

Monarch Summers Development



Prepared By:
Prism Design Studio

Date:
August 08, 2025

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I. Owner Information

Name: Goose Creed Addition LLC
Address: 60 South 6th Street
Fort Smith, AR 72901

Project Information

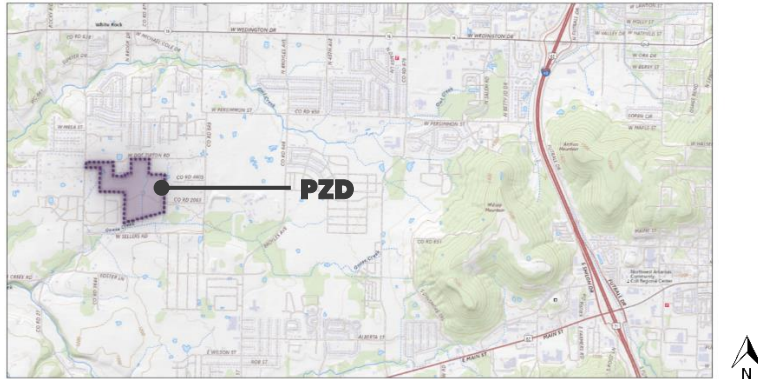
Parcels: 765-16202-150, 765-16202-450, 765-16202-500,
765-16202-550, 765-16202-600, 765-16202-650,
765-16223-800, 765-16223-900, 765-20489-100
Address: Near Dot Tipton Rd., Fayetteville, AR
Acreage: ±66.65 Acres
Existing Zoning: R-A (Residential Agriculture) &
RSF-1 (Residential Single Family- 1 units per acre)
Existing Use: Vacant – hay field
Proposed Zoning: PZD (Planned Zoning District)
Proposed Use: Residential – attached townhomes and detached
Single-family homes
Units: 108 townhomes | 159 Single-family homes
267 total units
Density: 4 units/acre aggregate

Project Narrative

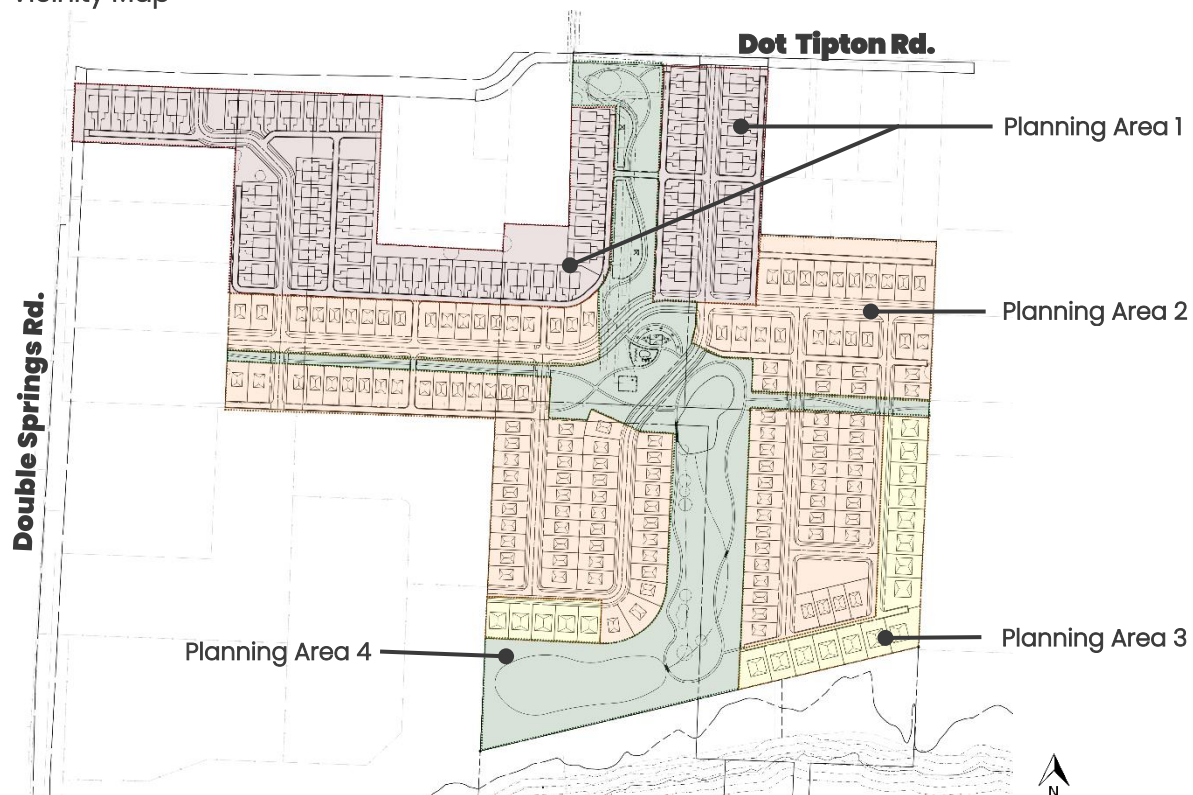
Monarch Summers development is a new housing development along Dot Tipton Road in west Fayetteville. It proposes mixed unit types, including attached townhomes and single-family homes, connected through walkable, compact streets, while maximizing greenspace for recreational use and stormwater management. The neighborhood provides trails around restored wildlife habitat areas, planted with native species such as milkweed, the host plant for Monarch butterfly. Monarch Summers aims to create an active, environmental community that seeks to enhance existing natural features through increasing biodiversity on site. These initiatives include creating connected green spaces preventing habitat fragmentation and connecting to the existing wildlife corridor and ecosystem along Goose Creek.

II. Planned Zoning District & Planning Areas

The proposed Planned Zoning District includes four planning areas. The proposed lot restrictions are the same throughout the development, with permitted uses being the driving difference in the planning areas. This is in efforts to create visual consistency between housing types for the neighborhood.



Vicinity Map



PZD Areas – Enlargement Plan

PZD Area 1: Attached townhomes (duplexes) with rear entry access

PZD Area 2: Detached Single Family – small lots

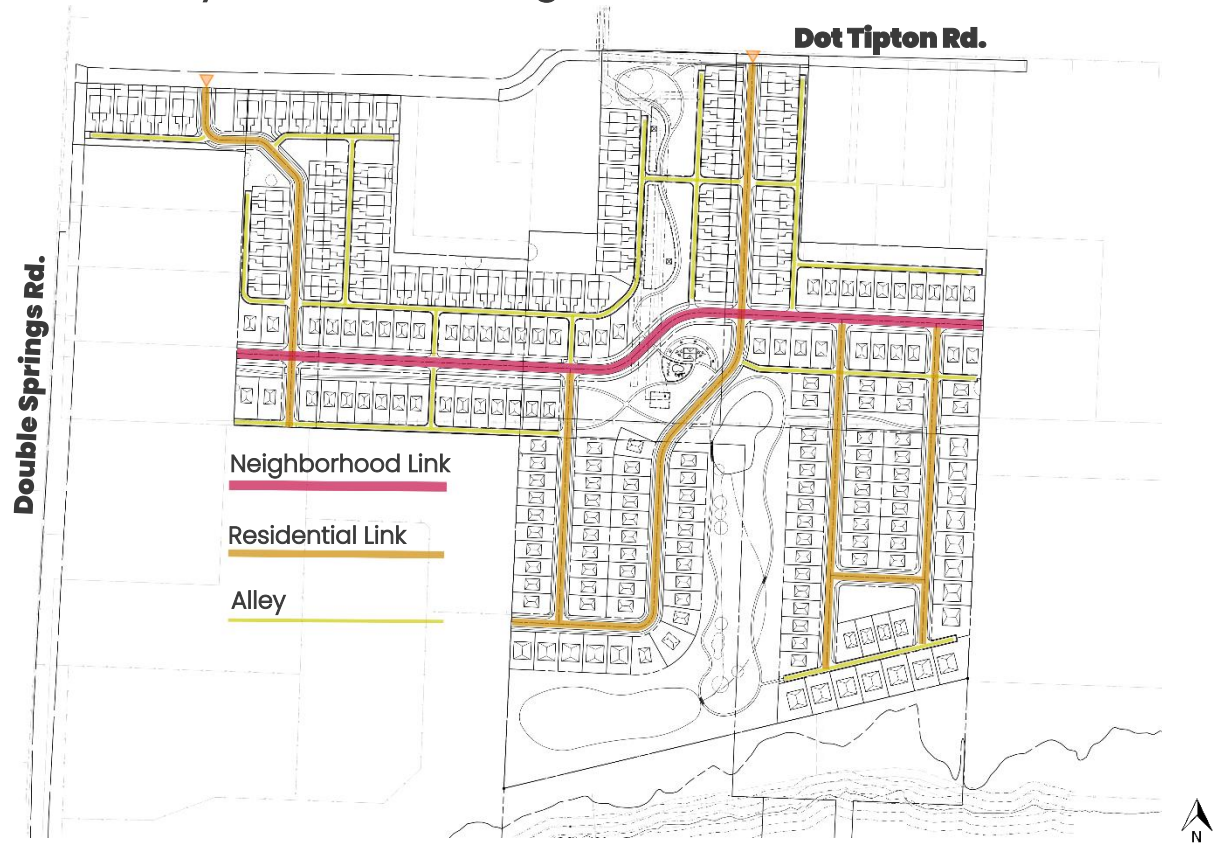
PZD Area 3: Detached Single Family – large lots

PZD Area 4: Open/Natural space, trails, parks utilities, stormwater management

III. Site Plan



Streets, Lot Layout, and Parking



The project proposes two new access points along Dot Tipton Road and includes approximately 1500 linear feet of street frontage. The eastern access aligns with a planned Residential Link shown on the City's Master Street Plan.

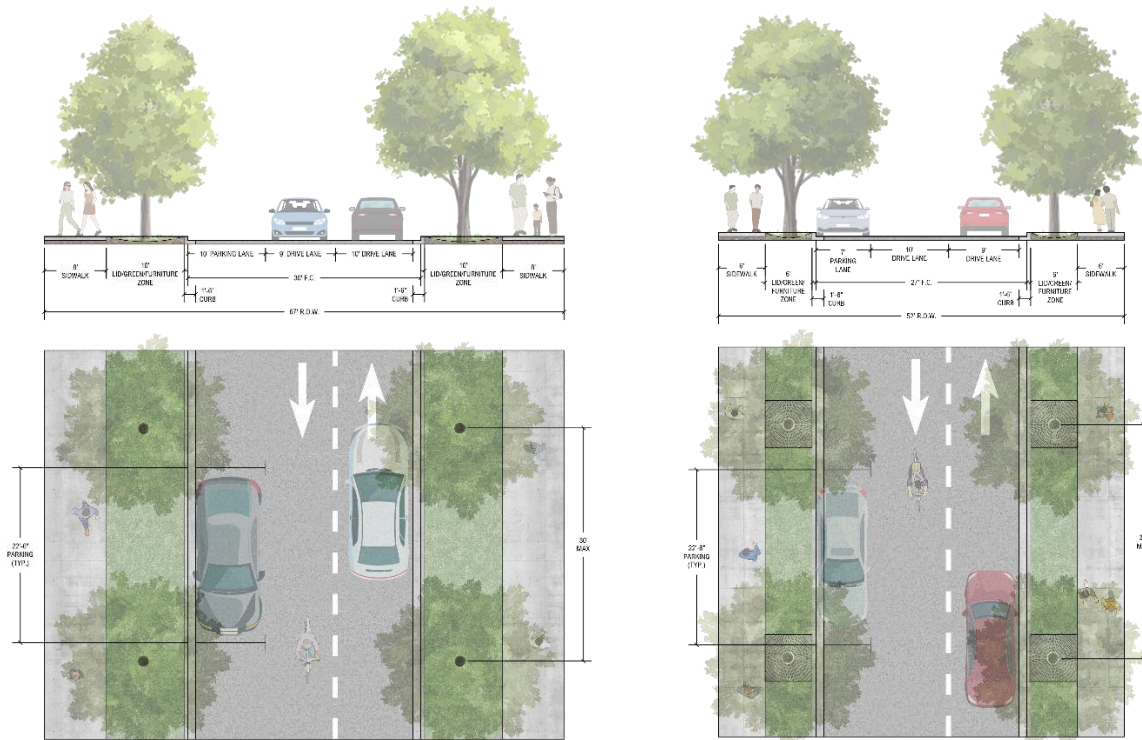
The two new drives lead to the project's "main street", a strong east to west corridor with a street section prioritizing pedestrian safety and maneuverability. This connector is also on the City's Master Street Plan, as a Residential Link. Other local streets spur off this "main street" into sections of the neighborhood, creating a network of streets and alleys focused on connectivity, rather than dead-end cul-de-sacs.

All of the attached townhomes and over 41% of single-family homes are rear-loaded from alleys. This prevents repetitive street cuts and prioritizes pedestrian safety and landscape buffers from vehicular traffic in the more active section of the development. The southern portion of the project is front loaded, and homes are oriented to overlook restored wildlife areas and

stormwater features. All homes having alley frontage shall be required to be rear loaded, as indicated on the Site Plan.

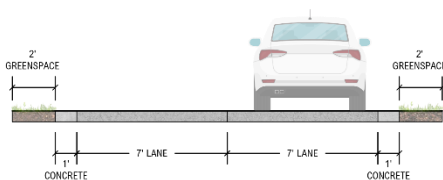
In summary, this project completes two future streets indicated on the City's Master Street Plan, and uses urbanist design principles for tight, safe, walkable streets, through alleys, and the lack of dead-end streets.

The proposed street sections are shown below:



Typical Neighborhood Link Street

Typical Residential / Local Street



Typical Residential Rear Alley – Two -Way

Proposed street sections align with the City of Fayetteville standard street sections.

Up to 300 on-street parking spaces are available along the streets within Monarch Summers, following standard street sections. Full size garages fitting 2 vehicles will be provided for all single-family homes. A minimum of a one-car garage will be provided for attached townhomes. Note that all townhomes are rear-loaded and include space for additional vehicles in the driveway. Guest parking is accommodated fully by the on-street parking facilities. At the time of development, it is recommended that an adequate number of on-street parking be determined, as 300 spaces is excessive where most homes have vehicle accommodations. Rather than maximizing on-street parking, more robust landscape islands between stalls and roughly 200 stalls is more appropriate.

b. Traffic

The development will provide a traffic study concurrently with development plans as part of the preliminary plat process and required by the City's Municipal Code. Dot Tipton Road is a paved rural road with open swales on both sides, and it varies in width with travel lanes. As part of this development, Dot Tipton will be improved from the most eastern drive to the intersection at Double Springs, where the property has street frontage, and in coordination with the City Engineering staff as part of the Preliminary Platting process.



Photo of Dot Tipton Rd, near the western new proposed access.

Double Springs Road is improved and supports other neighborhoods, connecting to Wedington Rd, a Tier 3 City Center. It is in good condition and has been improved by other neighborhoods that front Double Springs Road directly.



Photo near the NW intersection of Double Springs Rd & Dot Tipton Rd.

c. Site Characteristics & View Protection

The site is currently unoccupied with remnant barns from farming operations. The site is currently used for hay harvesting. It's generally covered in grassland, consisting of ryes, Johnson grass and other typical forbs in the region. The property generally slopes from north to south with minimal tree cover. No records of previous hazardous uses or materials have been identified or indicated from previous aerial imagery.



The proposed Planned Zoning District matches the height requirements of RSF-4 zoning districts, in efforts to match surrounding neighborhoods and does not impose additional detriment to any existing views.

d. Stormwater Detention Areas and Drainage

The northeastern section of the site slopes from the north to the southwest, while the remainder flows from the north to the south. An existing central pond and swale collect the surface drainage, and this swale continues south towards Goose Creek. An old farm pond in the NW corner of the property also collects existing surface drainage.

The proposed drainage strategy will incorporate the existing low spots and expand the existing ponds. A new large detention pond will be added on the lower section of the site, to the south. The two major ponds will be connected through a linear swale allowing for stormwater infiltration rather than proposing gray infrastructure (pipes). By utilizing large natural areas in the development for stormwater mitigation, the development can prevent erosion concerns and provide flooding relief for adjacent properties.

There is no floodplain located on the subject property.

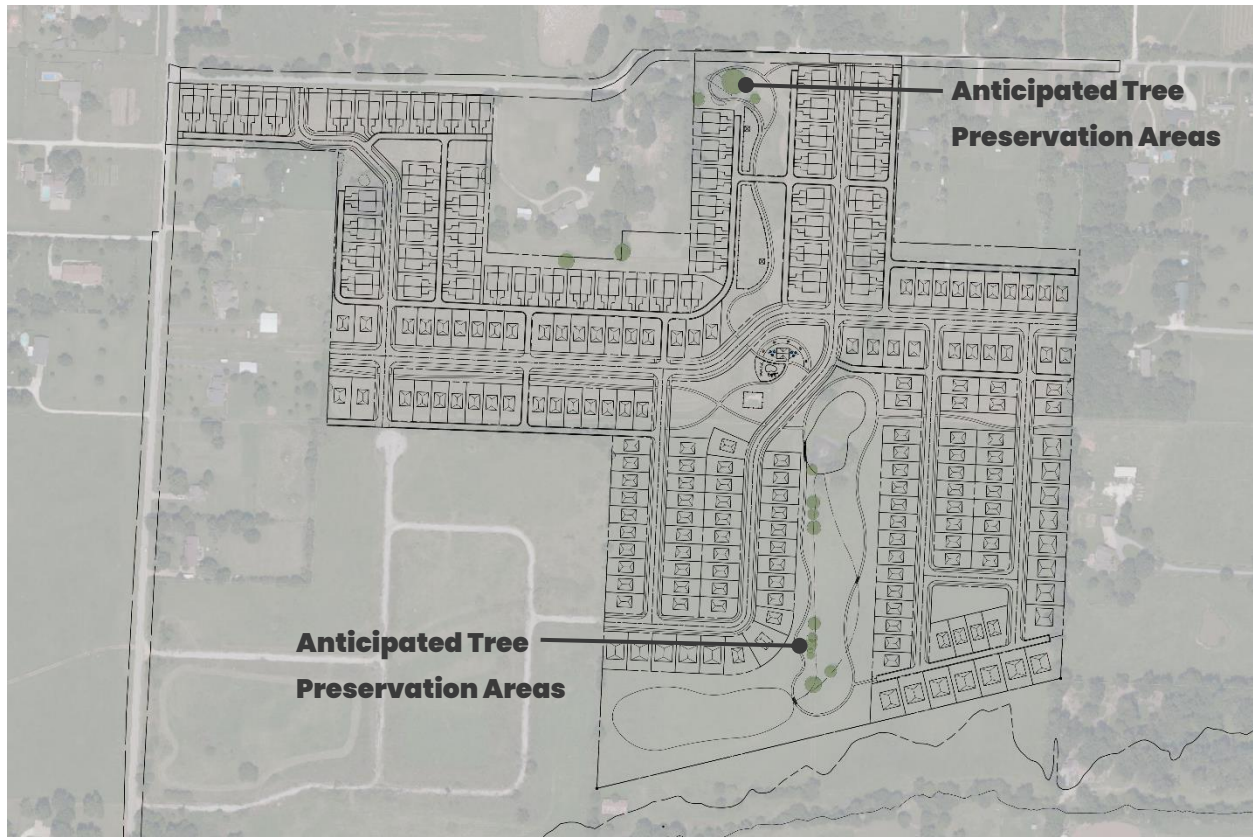
e. Undisturbed Natural Areas

The existing central pond and drainage swale will be utilized and enhanced, as a feature for the neighborhood. Through invasive species removal and planting of native species, like perennial pollinators, and flowering forbs, the integrity of the ecosystem will be a focal point for the development. Mass native species planting with species such as butterfly milkweed, will be a landscape theme carried throughout the property.

In short, the natural drainage area of this property will be respected, expanded and enhanced to minimize impact on the current drainage systems and patterns.

f. Tree Preservation Areas

The property is currently used to harvest hay, and has minimal existing tree coverage. PZD minimum tree preservation percentage is 25%. The anticipated preservation areas are near the existing ponds and swales.



g. Buffer Areas, Perimeter Treatment, Screening and Landscaping

The project will meet all buffer requirements in the Municipal Development Code. Due to compatible uses surrounding the site, no additional buffers are proposed above typical requirements. Screening and landscaping will be provided as required by the City Municipal Development and Subdivision code.

The perimeter treatment will vary depending on the access types and building orientation. Where the rear yard faces an adjacent property, a solid fence will be provided. When the front of a unit is facing an adjacent property, a landscape buffer, including shade, ornamental and evergreen trees shall be provided. Street trees will be planned in accordance with the typical city street sections.

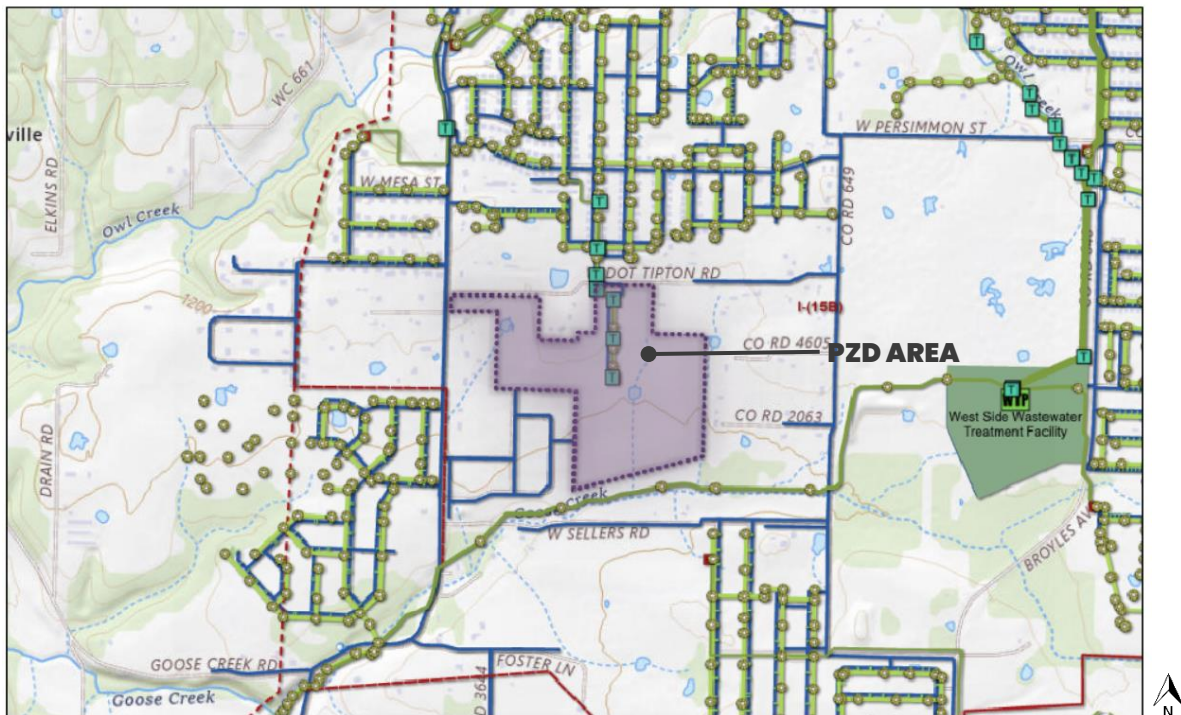
Landscape and habitat enhancements will be provided in the common areas and in the stormwater park area. The planting palette, including street trees, will be strictly native plant species in support of the enduring green network and nature-based solutions planning initiatives. Milkweed species, the host plant for the monarch butterfly will be planted, at a minimum, of 1 acre or as otherwise recommended by a ecological specialist. Dedicated habitat areas will be posted and protected from traditional landscape maintenance areas.

h. Recreational facilities

The neighborhood includes open green spaces interspersed throughout, providing access to quality outdoor space in multiple forms. A series of pocket parks and common greens are used to provide visual interest along strong sight lines and to provide buffer between programmed play areas and private residences. These spaces also act as natural systems enhanced with native plantings, allowing for wildlife migration by being connected, rather than isolated habitats. Dedicated habitat areas shall be established and posted with signage. An outdoor playground and shade structures are proposed near the center of the property with on-street parking. Lastly, a trail system around the stormwater ponds and habitat area will provide opportunities for walking, running, and wildlife viewing.

i. Existing and Proposed Utility Connections & Extensions

The subject property has access to water and sewer. An existing water main and lift station exist within the property bounds. Per discussions with the Utility Department, the existing lift station (#44) is at capacity, and the next downstream lift station (#22) is also at capacity. Upgrades to these systems would not be approved. The city has completed 100% construction plans (separate from this project or property) for a new gravity mainline along Goose Creek that will connect to lift station #12 and provide adequate capacity for future projects on the subject property. Lift station #44 will be required to be taken offline and routed to the new gravity main to the south, through the subject property. The plans are currently under review with the state Health Department. The property owner has been in discussions with the utility department regarding a cost-share agreement for future off-site gravity mainline improvements. All water improvements and extensions will be typical to provide service for new development. Water pressure and capacity in the area are adequate for the residential services.



Water / Sewer Map

j. Sidewalks & Streetlights

Sidewalks will be proposed in accordance with the street sections included in this packet.

Streetlights will be provided and meet the standard required lighting requirements by the City of Fayetteville Municipal Code, and in coordination with the utility provider. All proposed lighting will also meet the City’s dark sky requirements.

IV. Context

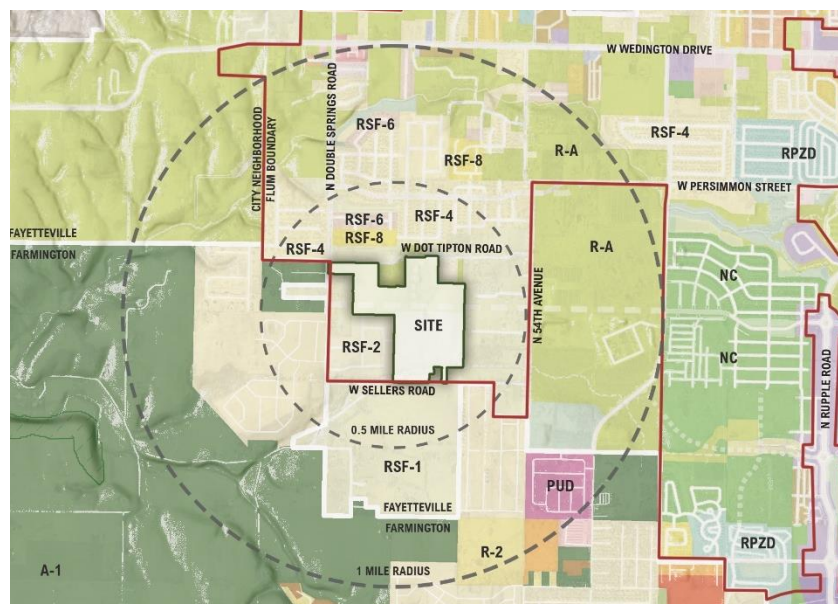
All adjacent properties are residential in use and within residential zoning districts. The following zoning types are located within 0.5 miles of the subject property:

RSF-1	RSF-4	RSF-8	RSF-6	P-1	R-A
City of Farmington (Residential, up to 4 units per acre)					

The additional zoning districts located within 1 mile of the subject property are:

NC	R-O	RI-U	C-2	NS-L	NS-G
RI-12	RPZD				

The proposed aggregate density (units per acre) of this project is similar to the subdivisions in the surrounding areas. Multiple RSF-4 or more dense neighborhoods are within immediate area around this subject property. The development pattern is less intrusive and more efficient with infrastructure investments than low density and rural lot layouts.

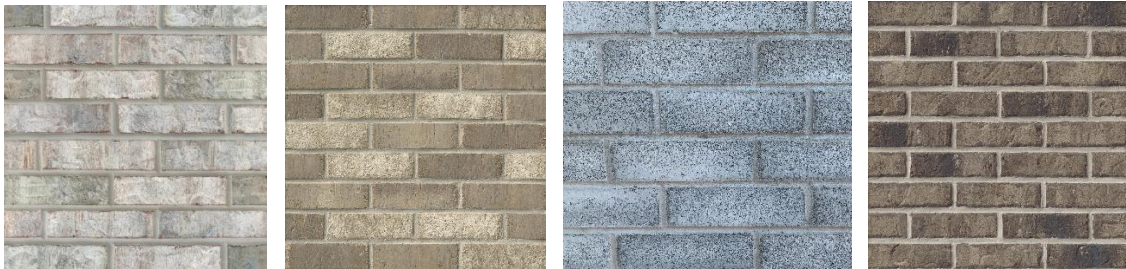


V. Development and Architectural Design Standards

The proposed homes will consist of American Traditional architectural style, with nods to Craftsman and Tudor features. There will be some variety in colors and composition to provide each home owner with a custom look to their home. The color palette will be neutrals in general, with architectural accents in bold colors.

A. Primary Materials

Brick *various colors*



Stone *various types and colors*



Lap Siding *various colors and patterns*



Secondary Materials

Aluminum

Steel

Wood

b. Building Elevations- Precedent Imagery

Attached Townhomes



All images are shown for character and architectural style reference and are not images owned by this project or guaranteed final products.

C. Single-Family Homes

Small Single – Family (+/-1,000 sf – 1,750 sf)



Large Single – Family (+/- 1,500 sf – 2,500 sf)



All images are shown for character and architectural style reference and are not images owned by this project or guaranteed final products.

VI. Proposed Signage

Proposed signage will be typical of residential developments and will comply with the City's Municipal Code. Signs are permitted separately from the project development and platting process.

VII. Construction of Nonresidential Facilities

There are no nonresidential facilities or uses associated with this project.

VIII. Covenants, Trusts, Homeowners Association

Monarch Summers will establish a Property Owner Association (POA) to hold responsibility for maintaining shared amenities and spaces, not under private ownership.

VIII. Zoning Standards (Existing)

a. R-A *Residential - Agricultural*

Uses Allowed By Right	Unit 1	City-wide uses by right
	Unit 3	Public protection and utility facilities
	Unit 6	Agriculture
	Unit 7	Animal husbandry
	Unit 8	Single-family dwellings
	Unit 9	Two-family dwellings
	Unit 37	Manufactured homes
	Unit 41	Accessory dwellings
	Unit 43	Animal boarding and training
	Unit 46	Short-term rentals
Conditional Uses	Unit 2	City-wide uses by conditional use permit
	Unit 4	Cultural and recreational facilities
	Unit 5	Government facilities
	Unit 20	Commercial recreation, large sites
	Unit 24	Home occupations
	Unit 35	Outdoor Music Establishments
	Unit 36	Wireless communications facilities
Density	Unit 42	Clean technologies
	One-half (1/2) unit per acre	
Bulk and Area Regulations	Lot Width Minimum: 200 feet	
	Lot Area Minimum:	
	Residential	2 acres
	Nonresidential	2 acres
	Lot area per dwelling unit: 2 acres	
Setback Requirements	Front:	35 feet
	Side:	20 feet
	Rear:	35 feet
Height Requirements	There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.	
Building Area	None	

b. RSF-1 *Residential Single Family – One Unit per Acres*

Uses Allowed By Right	Unit 1	City-wide uses by right
	Unit 8	Single-family dwellings
	Unit 41	Accessory dwellings
	Unit 46	Short-term rentals
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 24	Home occupations
	Unit 36	Wireless communications facilities
	Unit 44	Cluster Housing Development
Density	1 unit per acre	
Bulk and Area Regulations	Lot Width Minimum:	150 feet
	Lot Area Minimum:	
	Residential	35,720 square feet
	Lot area per dwelling unit:	35,720 square feet
Setback Requirements	Front:	35 feet
	Side:	20 feet
	Rear:	35 feet
Height Requirements	3 stories	
Building Area	None	

c. Proposed Zoning Standards (Proposed)

PZD – Planned Area 1

Purpose:

- Provide an appropriately flexible neighborhood buffer, allowing more density along main street frontages without impacting neighborhood character.
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

Intent:

1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
3. Block structure should be compact and connected, lots with alley frontage shall use said alleys for sole access to property, with an emphasis on pedestrian pathways creating connectivity throughout the neighborhood;
4. Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage.
6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
7. Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

PZD – Planned Area 1

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 9 Two-family dwellings Unit 41 Accessory dwellings Unit 46 Short-term rentals
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 10 Three (3) and four (4) family dwellings Unit 24 Home occupations Unit 36 Wireless communications facilities Unit 40 Sidewalk cafes Unit 44 Cluster Housing Development
Density	Maximum 6 units per acre (4 units per acre aggregate between all planning areas)
Bulk and Area Regulations	Lot Width Minimum: 30 feet Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: Build-to zone that is located between the front property line and a line 25 feet from the front property line. * Side: 5 feet Rear: 15 feet
Height Requirements	Maximum 3 stories
Building Area	None
Minimum Buildable Street Frontage	50% of the lot width**

**Allowance for accommodating existing or required utility improvements along street frontages*

***Legal lots may meet their frontage requirements with private or public right-of-way, open space, or amenity space.*

PZD – Planned Area 2

Purpose:

- Provide an alternative, smaller lot configurations for traditional single-family detached housing, providing flexibility for smaller, efficient, affordable house types to increase user diversity and overall appeal.
- Promote and maintain the development of varied housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

Intent:

1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
3. Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;
4. Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage.
6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
7. Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

PZD – Planned Area 2

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 8 Single-family dwellings Unit 9 Two-family dwellings Unit 41 Accessory dwellings Unit 44 Cluster Housing Development Unit 46 Short-term rentals
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 10 Three (3) and four (4) family dwellings Unit 24 Home occupations Unit 40 Sidewalk cafes Unit 36 Wireless communications facilities
Density	Maximum 5 units per acre (4 units per acre aggregate between all planning areas)
Bulk and Area Regulations	Lot Width Minimum: 30 feet Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: Build-to zone that is located between the front property line and a line 25 feet from the front property line. * Side: 5 feet Rear: 15 feet
Height Requirements	Maximum 3 stories
Building Area	None
Minimum Buildable Street Frontage	50% of the lot width**

**Allowance for accommodating existing or required utility improvements along street frontages*

***Legal lots may meet their frontage requirements with private or public right-of-way, open space, or amenity space.*

PZD – Planned Area 3

Purpose:

- Provide larger lots near the existing creek that will contribute to the overall neighborhood character.
- Promote and maintain the development of varied housing types at a range of sizes and price points for a range of household arrangements within the overall development to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

Intent:

1. The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;
2. The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;
3. Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;
4. Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;
5. Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage.
6. Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;
7. Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

PZD – Planned Area 3

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 8 Single-family dwellings Unit 9 Two-family dwellings Unit 41 Accessory dwellings Unit 46 Short-term rentals
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 24 Home occupations Unit 36 Wireless communications facilities Unit 44 Cluster Housing Development
Density	Maximum 6 units per acre (4 units per acre aggregate between all planning areas)
Bulk and Area Regulations	Lot Width Minimum: 50 feet Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: Build-to zone that is located between the front property line and a line 25 feet from the front property line. * Side: 5 feet Rear: 15 feet
Height Requirements	Maximum 3 stories
Building Area	None
Minimum Buildable Street Frontage	40% of lot width**

**Allowance for accommodating existing or required utility improvements along street frontages*

***Legal lots may meet their frontage requirements with private or public right-of-way, open space, or amenity space.*

PZD – Planned Area 4

Purpose:

- Provide shared open space that contributes to the health and well-being of the neighborhood and its users.
- Utilize natural spaces for stormwater management, allowing for re-use, filtering, and absorption, rather than collection, piping and quick conveyance, which has proven to be detrimental to our public waterways.
- Utilize existing or proposed public utility easements as activated spaces, rather than derelict, unmaintained areas.

Intent:

1. To preserve and enhance natural features, promoting habitat for wildlife, stream health and environmental stewardship.
2. Allow public and neighborhood access to open spaces, bringing awareness to natural systems and functions.
3. Utilize existing drainage patterns to minimize land disturbance, loose soil, erosion, and sediment off-loading in streams.

Uses Allowed By Right	Unit 1 City-wide uses by right Unit 4 Cultural and recreational facilities
Conditional Uses	Unit 2 City-wide uses by conditional use permit Unit 3 Public protection and utility facilities Unit 36 Wireless communications facilities
Density	0 No residential density is allowed
Bulk and Area Regulations	Lot Width Minimum: None Lot Area Minimum: None Lot area per dwelling unit: None
Setback Requirements	Front: 10 feet Side: 5 feet Rear: 5 feet
Height Requirements	Maximum 2 stories
Building Area	None

X. Compliance with Future Land Use Plan

The subject property and all adjacent properties are designated as Residential Neighborhood. This designation begins near Goose Creek, south of the property, and extends to Wedington Drive, a regional link 1.5 miles north, encompassing existing neighborhoods with a variety of residential zoning designations. The City's 2040 Plan describes these areas as:

"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 non-residential 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."

This project proposes single-family and townhome development with low to medium aggregate density, similar to RSF-4. The proposed uses and design of this project clearly align with the neighborhood development objectives listed in the City's 2040 Plan.



Figure 3.5 - Suburban Sprawl



Figure 3.6 - Traditional Development

Figures from the City of Fayetteville 2040 Comprehensive Plan

XI. Reason for requesting rezoning

The request for rezoning is to further align with the smart growth initiatives the City has prioritized in the 2040 Comprehensive plan. The property is currently zoned for low density, typical suburban and rural sprawl. Roughly 46 homes are allowed by right, sitting on large, detached lots, providing little benefit to neighborhood connectivity and sense of place. Extending utilities and roads over long distances to serve only a few homes makes development less feasible and fails to maximize infrastructure investments or support their maintenance over time.

This proposal seeks an aggregate density of 4 units per acre (RSF-4) with modifications to standard lot sizes to maximize green space within the property. RSF -4 requires a minimum 70 foot lot width and 8,000 sf lot size, yet homes ranging from 1,000 – 3,000 square feet can be built on narrower lots. As noted throughout this booklet, by reducing the private greenspace, larger community areas can be planned and integrated into environmental programming like stormwater management and habitat development.

RSF-4 zoning allows single-family detached homes being allowed by right, and two-family homes require conditional use approval. In this proposal, single family and two-family dwellings are allowed by right, but limited to an aggregate density of 4 units per acre. This matches the development patterns in the surrounding area and causes no adverse impact to adjacent properties.

In summary, this project is an opportunity to provide a diversity of housing types for families in a walkable neighborhood format that promotes community building while increasing ecological diversity. This smart growth approach to residential development has been recognized by the community and NWA regional planners as necessary in order to meet housing needs while correcting outdated development patterns that no longer serve the growing region.



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
SUBJECT: **Cost Share Agreement and Economic Development Contract Amendment with South Cato Springs Holdings**

RECOMMENDATION:

Staff recommend approval of a resolution authorizing Mayor Rawn to execute a cost share agreement for sewer infrastructure and an amendment to the Economic Development Project Contract with South Cato Springs Holdings, LLC.

BACKGROUND:

Resolution 279-22 established a contractual agreement between the City of Fayetteville and South Cato Springs Holdings, LLC ("South Cato Springs") in support of the South Cato Springs/SLS Community economic development project. The agreement outlines responsibilities for two key infrastructure components necessary for project advancement:

- Phase 1 Road Construction – To be constructed by South Cato Springs and funded by the City's 2019 Transportation and Economic Development Bond Program.
- Sanitary Sewer Connection – To be constructed by the City of Fayetteville and funded by a federal Community Project Funding (CPF) grant awarded through the U.S. Department of Housing and Urban Development (HUD).

Resolution 19-23 subsequently authorized a professional services agreement with Crafton Tull for engineering design of the sewer infrastructure. As of May 2025, the Arkansas Department of Health is reviewing the 90% construction drawings for the proposed sanitary sewer connection. The item was presented to the Water and Sewer Committee on July 8, 2025.

DISCUSSION:

The Cato Springs project has assembled a strong team of professionals to advance the initiative from concept to construction. As part of the project's due diligence, the development team identified the need to increase the planned sewer capacity in order to support additional residential units on the site. To accommodate this increase, the proposed cost-share agreement provides that South Cato Springs Holdings will cover costs exceeding the \$3,000,000 in federal funds. The City's financial obligation remains limited solely to the \$3,000,000 provided through the HUD grant.

The proposed amendment to the 2022 Economic Development Project Contract updates certain terms to reflect the project's evolution from a conceptual framework to a market-responsive development approach. Key

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

modifications include the requirement that within five years of infrastructure completion, the project must deliver a minimum of 200 residential units. Within ten years of infrastructure completion, the project must also include a healthcare or wellness facility serving neurodiverse adults, as well as a facility dedicated to research, technology, job training, or corporate headquarters. This amendment reinforces the City's economic development objectives while responding to community needs by advancing both housing production and inclusive innovation.

BUDGET/STAFF IMPACT:

The City's financial obligation shall not exceed the \$3,000,000 in federal grant funds allocated through HUD Grant Agreement No. B-22-CP-AR-0016.

ATTACHMENTS: 3. Staff Review Form , 4. South Cato Cost Share Agreement, 5. Amendment to Economic Development Project Contract, 6. Economic Development Project Contract

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 #: 2025-1484

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT REQUIRING SOUTH CATO SPRINGS HOLDINGS, LLC TO PROVIDE UP TO THE ESTIMATED AMOUNT OF \$1,960,527.00 TO INCREASE THE CAPACITY OF PLANNED SEWER INFRASTRUCTURE IMPROVEMENTS TO SERVE ITS DEVELOPMENT, AND TO APPROVE AMENDMENT # 1 TO THE ECONOMIC DEVELOPMENT PROJECT CONTRACT WITH SOUTH CATO SPRINGS HOLDINGS, LLC

WHEREAS, South Cato Springs Holdings, LLC is an impact partner of SLS Community, a local nonprofit organization committed to establishing an innovative, replicable live-work-play community where residential, vocational, health and wellness, community and clinical resources are accessible and affordable to neurodiverse adults to reach their full potential; and

WHEREAS, on December 6, 2022, City Council passed Resolution 279-22 authorizing an economic development project agreement between the City of Fayetteville and South Cato Springs Holdings, LLC for infrastructure development related to the South Cato Springs development project; and

WHEREAS, Resolution 279-22 also authorized the acceptance of a \$3,000,000.00 Community Project Funding grant award from the U.S. Department of Housing and Urban Development for infrastructure support associated with SLS Community and the South Cato Springs Holdings, LLC development; and

WHEREAS, the City of Fayetteville is applying these Federal grant funds only to the sewer line connection associated with SLS Community and the South Cato Springs development project and is managing the design and construction of this project to ensure full compliance with Federal law and HUD Grant Agreement No. B-22-CP-AR-0016; and

WHEREAS, over the past two years, the South Cato Springs development project and its team has expanded with private investment increasing the planned housing units on the project site, which will improve commercial viability of operations of the property that are critical to realizing the projects benefits to the neurodiverse community and their families; and

WHEREAS, in order to bring the necessary sewer capacity to the property to serve the additional housing units proposed on the site, South Cato Springs Holdings, LLC has agreed to invest up to an estimated \$1,960,527.00 of private funding in addition to the \$3,000,000 Community Project Funding grant funds for the design, permitting, easement acquisition and construction of a sewer infrastructure which will connect the subject properties to the City of Fayetteville's sewer system; and

WHEREAS, the amendment to the 2022 Economic Development Project Contract updates certain terms to reflect the project's evolution to emphasize housing, aligning with current market needs and community goals, while maintaining the project's original public purpose.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a cost share agreement with South Cato Springs Holdings, LLC, a copy of which is attached to this Resolution, with the estimated amount of up to \$1,960,527.00 to be paid by South Cato Springs Holdings, LLC.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Economic Development Project Contract with South Cato Springs Holdings, LLC to provide for the prioritization and increase of residential housing, while preserving the original public purposes of economic and community development.



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

Resolution: 202-25

File Number: 2025-1484

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT REQUIRING SOUTH CATO SPRINGS HOLDINGS, LLC TO PROVIDE UP TO THE ESTIMATED AMOUNT OF \$1,960,527.00 TO INCREASE THE CAPACITY OF PLANNED SEWER INFRASTRUCTURE IMPROVEMENTS TO SERVE ITS DEVELOPMENT, AND TO APPROVE AMENDMENT # 1 TO THE ECONOMIC DEVELOPMENT PROJECT CONTRACT WITH SOUTH CATO SPRINGS HOLDINGS, LLC

WHEREAS, South Cato Springs Holdings, LLC is an impact partner of SLS Community, a local nonprofit organization committed to establishing an innovative, replicable live-work-play community where residential, vocational, health and wellness, community and clinical resources are accessible and affordable to neurodiverse adults to reach their full potential; and

WHEREAS, on December 6, 2022, City Council passed Resolution 279-22 authorizing an economic development project agreement between the City of Fayetteville and South Cato Springs Holdings, LLC for infrastructure development related to the South Cato Springs development project; and

WHEREAS, Resolution 279-22 also authorized the acceptance of a \$3,000,000.00 Community Project Funding grant award from the U.S. Department of Housing and Urban Development for infrastructure support associated with SLS Community and the South Cato Springs Holdings, LLC development; and

WHEREAS, the City of Fayetteville is applying these Federal grant funds only to the sewer line connection associated with SLS Community and the South Cato Springs development project and is managing the design and construction of this project to ensure full compliance with Federal law and HUD Grant Agreement No. B-22-CP-AR-0016; and

WHEREAS, over the past two years, the South Cato Springs development project and its team has expanded with private investment increasing the planned housing units on the project site, which will improve commercial viability of operations of the property that are critical to realizing the projects benefits to the neurodiverse community and their families; and

WHEREAS, in order to bring the necessary sewer capacity to the property to serve the additional housing units proposed on the site, South Cato Springs Holdings, LLC has agreed to invest up to an estimated \$1,960,527.00 of private funding in addition to the \$3,000,000 Community Project Funding grant funds for the design, permitting, easement acquisition and construction of a sewer infrastructure which will connect the subject properties to the City of Fayetteville's sewer system; and

WHEREAS, the amendment to the 2022 Economic Development Project Contract updates certain terms to reflect the project's evolution to emphasize housing, aligning with current market needs and community goals, while maintaining the project's original public purpose.

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

ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a cost share agreement with South Cato Springs Holdings, LLC, a copy of which is attached to this Resolution, with the estimated amount of up to \$1,960,527.00 to be paid by South Cato Springs Holdings, LLC.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Economic Development Project Contract with South Cato Springs Holdings, LLC to provide for the prioritization and increase of residential housing, while preserving the original public purposes of economic and community development.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1484

Item ID

9/2/2025

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

Devin Howland

8/8/2025

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommend approval of a resolution authorizing Mayor Rawn to execute a cost share agreement for sewer infrastructure and an amendment to the Economic Development Project Contract with South Cato Springs Holdings, LLC.

Budget Impact:

4601.860.7650-5815.00

Bond Program (Economic Development 2019
Bonds)

Account Number

Fund

46060.7650

Economic Development 2019 Bonds
SLS Community - S Cato Springs

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,481,422.00

Expenses (Actual+Encum)

\$ 3,815,977.02

Available Budget

\$ 2,665,444.98

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,665,444.98

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 279-22

Change Order Number:

Approval Date: 12/6/2022

Original Contract Number:

Comments:

**CONTRACTUAL AGREEMENT FOR
COST SHARE OF SEWER INFRASTRUCTURE COSTS**

This Agreement, made and entered into on this ___ day of _____, 2025, by and between the City of Fayetteville, Arkansas (the “City”) and South Cato Springs Holdings, LLC (“Holdings”), witnesseth:

WHEREAS, pursuant to Grant Agreement No. B-22-CP-AR-0016, the United States Department of Housing and Urban Development (“HUD”) awarded Three Million Dollars (\$3,000,000) (the “HUD Grant”) to the City for the express and exclusive purpose of financing public infrastructure that will serve the Cato Springs mixed-use development (the “Project”) and advance housing, employment, and supportive-services opportunities for neurodiverse adults championed by SLS Community, an Arkansas non-profit corporation; and

WHEREAS, on December 6, 2022, the Fayetteville City Council adopted Resolution 279-22, accepting the HUD Grant and authorizing that certain Economic Development Project Contract (the “Economic Development Project Contract”) with Holdings that designates the Project—and, in particular, SLS Community’s neurodiversity mission—as the sole beneficiary of “Project Funds” (as defined in the Economic Development Project Contract); and

WHEREAS, the parties acknowledge that the sewer main, pump station, and related facilities financed in whole or in part with the HUD Grant (collectively, the “HUD-Funded Capacity”) shall be engineered and sized exclusively to satisfy the present and reasonably anticipated future demands of the Project and SLS Community’s facilities and are not intended to furnish excess capacity for parcels or developments outside the Project area; and

WHEREAS, diversion, assignment, or reservation of any portion of the HUD-Funded Capacity to neighboring landowners or third parties would contravene the stated federal purpose of the HUD Grant, impair the City’s compliance with grant conditions, and diminish the substantial public benefits earmarked for neurodiverse adults; and

WHEREAS, Holdings has agreed to contribute private funds to up-size segments of the sewer main solely to ensure adequate service for the Project and the SLS Community facilities, and such private contribution shall not expand capacity for, nor confer any right upon, non-Project parcels; and

WHEREAS, the Parties acknowledge that any future developments or properties seeking to connect to the sewer infrastructure financed under this Agreement shall be required to perform their own engineering analyses to demonstrate available capacity, and, if necessary, to fund and construct any improvements or upsizing needed to accommodate their respective sewer demands without reducing or impairing the capacity engineered and funded to serve the Project and SLS Community facilities; and

WHEREAS, the Parties intend that these recitals and the covenants herein run with the land comprising the Project and bind their respective successors and assigns, thereby providing notice that the HUD-Funded Capacity is dedicated to the Project and may not be claimed or utilized by adjacent or future developments.

NOW, THEREFORE, the City and Holdings agree as follows:

1. The City agrees to:

- A. Manage the design, permitting, easement acquisition and construction of the sewer infrastructure project consistent with the Scope of Work set forth on Appendix A.
- B. Own and operate the sewer system as public infrastructure, including the proposed pumping station, in accordance with applicable federal, state, and local laws and regulations.
- C. Contribute \$3,000,000 in funding from HUD Grant Agreement No. B-22-CP-AR-0016 towards the design and construction of the sewer-line infrastructure project, including easement acquisition and construction observation services.
- D. Provide Holdings with regular updates, and allow Holdings the opportunity to participate in the management of the project consistent with the Scope of Work.
- E. Obtain written consent from Holdings through a change order process for any modifications to the Scope of Work.
- F. Amend the Economic Development Project Contract to (i) affirm the City's commitment to the Project and provide that Holdings is in good standing, and not in breach of its obligations; and (ii) restate the project milestone in Section 4(C) of the Economic Development Project Contract to reflect the Project's pivot toward delivering more housing.

2. Holdings agrees to:

- A. Pay the City up to \$1,960,527 (representing the estimated cost of the project described in the Scope of Work in excess of \$3,000,000) as last-in funds if and when such funds are required.
- B. Dedicate all easements necessary for the construction of the sewer infrastructure project within ninety days after execution of this contract.

- C. Pay any remaining balance if the total actual cost of construction exceeds the estimates.
 - D. Payments due under this Agreement shall be remitted within thirty days of receipt of invoices from the City.
 - E. Amend the Economic Development Project Contract to (i) affirm the City's commitment to the Project and provide that Holdings is in good standing, and not in breach of its obligations; and (ii) restate the project milestone in Section 4(C) of the Economic Development Project Contract to reflect the Project's pivot toward delivering more housing.
3. The City's only financial obligation shall be to participate in this cost share agreement and contribute a not-to-exceed amount of \$3,000,000 in federal funds for the project set forth in the Scope of Work.

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

**SOUTH CATO SPRINGS HOLDINGS,
LLC**

By: 
**CHARLES E. WIGIN, Authorized
Signatory**

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: 
PAUL SELID

ATTEST:

By: _____
KARA PAXTON, City Clerk

Appendix A

Scope of Work

This sewer project is designed to extend sanitary sewer service to Kessler Mountain Regional Park. The proposed project alignment begins at Town Branch Creek Interceptor and replaces the existing sewer with 15" gravity line to the southwest corner of the Red Arrow Subdivision. From that southwest corner, a 15" gravity line will be extended to the existing 8" sewer pipe under Interstate 49. From the west side of Interstate 49, a 10" force main will extend south along Shiloh Drive and then south and around the hill to South Cato Springs Road to the proposed lift station site. From that point, gravity sewer from 15" to 8" in size will extend along the unnamed creek west and then south to the existing onsite treatment plant at Kessler Mountain Regional Park. The proposed project is designed to provide 1125 gpm of sanitary sewer capacity to the lift station basin.

AMENDMENT TO ECONOMIC DEVELOPMENT PROJECT CONTRACT

THIS AMENDMENT (this “Amendment”) to the Economic Development Project Contract (the “Agreement”) dated December 6, 2022, by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation (the “City”), and South Cato Springs Holdings, LLC (the “Company”), is entered into effective as of July __, 2025 (the “Effective Date”). Capitalized terms used herein that are not otherwise defined will have the meanings ascribed to them in the Agreement.

WITNESSETH

WHEREAS, the City and the Company previously entered into the Agreement to support economic development and the creation of employment opportunities through public infrastructure improvements that will support Kessler Mountain Regional Park and the Company’s mixed-use development project in Fayetteville, Arkansas (the “Project”);

WHEREAS, both parties hereby confirm that, as of the date hereof, no defaults or breaches exist under the Agreement;

WHEREAS, the parties acknowledge that the scope of the Project has evolved to emphasize residential housing, aligning with the current market needs and community goals, while still maintaining the original public purpose described in Section 2 of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Confirmation of Compliance. The City and the Company each confirm and acknowledge that, as of the Effective Date, there exist no defaults or breaches under the Agreement by either party.
2. Acknowledgment of Project Scope. The parties hereby acknowledge that the Project’s scope has pivoted to prioritize and increase residential housing capacity, enhancing housing opportunities in Fayetteville, while preserving the Project’s original public purposes as set forth in Section 2 of the Agreement, including the economic and community development benefits originally contemplated.
3. Infrastructure Completion Date. The definition of the “Infrastructure Completion Date” shall mean actual completion of the Project-related infrastructure, including both (i) the road that is referred to in the Agreement, and (ii) the sewer infrastructure that is subject to that certain Contractual Agreement for Cost Share of Sewer Infrastructure Costs, dated on or about the date hereof.
4. Restatement of Project Milestones. Section 4.C of the Agreement is amended and restated in its entirety as follows:

“C. **Certificates of Occupancy**. Company shall:

(1) within five (5) years after the Infrastructure Completion Date, obtain final certificates of occupancy for 200 residential units; and

(2) within ten (10) years after the Completion Date, obtain final certificates of occupancy for: (i) a healthcare, wellness, or related service facility with special accommodation for a

neurodiverse population, and (ii) a research, technology or development facility; or a job training facility; or a regional or national corporate headquarters facilities.”

5. All other provisions, terms, and conditions of the Agreement not explicitly amended herein remain unchanged and shall continue in full force and effect.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____

SOUTH CATO SPRINGS HOLDINGS, LLC

By:  _____
Charles E. Wiggin, Authorized Signatory

Date: August 7, 2025

ECONOMIC DEVELOPMENT PROJECT CONTRACT

THIS ECONOMIC DEVELOPMENT PROJECT CONTRACT (“Contract”) is made and entered into as of the _____ day of _____, 2022 (“Effective Date”), by and between **South Cato Springs Holdings, LLC**, an Arkansas limited liability company authorized to do business in the State of Arkansas (the “Company”), and the **City of Fayetteville, Arkansas**, an Arkansas municipal corporation (the “City”).

WITNESSETH

WHEREAS, the City is authorized to make economic development funds available to or for the benefit of qualified applicants for certain economic development projects pursuant to the Local Job Creation, Job Expansion, and Economic Development Act of 2017, Ark. Code Ann. § 14-176-101, *et seq.*; and

WHEREAS, the funding is provided by economic development bonds issued in accordance with Arkansas Constitution, Amendment 62; and

WHEREAS, the appropriation of funds by the City for infrastructure improvements that will be of benefit to the Company will permit the addition of new employment opportunities in the City of Fayetteville; and

WHEREAS, the funds provided under this Contract will be utilized to undertake certain public infrastructure improvements that will support Kessler Mountain Regional Park and the Company’s mixed-use development project in Fayetteville, Arkansas (the “Project”); and

WHEREAS, in accordance with Ark. Code Ann. § 14-176-104(a)(1), the City Council of the City of Fayetteville, Arkansas has reviewed and approved an economic impact and cost-benefit analysis of the proposed project; and

WHEREAS, in accordance with Ark. Code Ann. § 14-176-104(b)(3), the City Council of the City of Fayetteville, Arkansas has made a public finding that multiple years are necessary for the success of the proposed project and that multiple years are both lawful and a matter of public benefit.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Appropriation**. Subject to the terms and conditions set forth in this Contract, the City agrees to appropriate economic development bond funds to be used for the construction of public infrastructure in the amount of \$3,480,000 (the “Project Funds”).
2. **Public Purpose**. The purpose of the Project Funds is to appropriate funding for the construction of public infrastructure for the Company’s Project that supports private sector job creation opportunities pursuant to the Local Job Creation, Job Expansion, and Economic

Development Act of 2017, Ark. Code Ann. § 14-176-101, *et seq.* The Project Funds will be utilized only for public infrastructure improvements that will serve the Project.

3. **Term.** This Contract shall expire in accordance with Section 8 below unless extended by mutual written agreement of the City and the Company.
4. **Project Milestones.** Company acknowledges that its commitment to create employment opportunities for Fayetteville residents is a material inducement for the City to enter into this Contract and to make the Project Funds available to the Company. Therefore, all or a portion of the Project Funds will be subject to recapture by the Company to the City should it fail to satisfy the provisions of this Section 4 (the “Project Milestones”):

- A. **Technical Engineering, Design, and Construction of Public Infrastructure.** The City agrees to utilize economic development funds in the amount of \$3,480,000 for engineering, design, and construction of public infrastructure needed for the Project including, but not limited to, streets, and water, sewer, and stormwater infrastructure. Construction is estimated to be substantially completed by December 31, 2024. The date of the actual completion of the Project-related infrastructure will be referred to as the “Infrastructure Completion Date”. A diagram showing the location, general design, and estimated costs of the Project-related infrastructure is attached hereto as Exhibit A and incorporated herein. Within ninety (90) days of the Effective Date, the Company and the City will agree on a more detailed description of the Project-related infrastructure.

All public infrastructure shall meet or exceed the specifications contained in the *Fayetteville City Code*, the *Fayetteville Unified Development Code*, the *Master Street Plan*, the *Minimum Street Standards*, the *Standard Specifications for Street and Drainage Construction*, *City Standard Details*, and the *Standard Specifications for Design and Construction of Water Lines and Sewer Lines, 2022 Edition*, as may be amended from time to time, and any other applicable manual, code, ordinance, or statute.

Company shall dedicate all rights of way and easements necessary for the construction of the Project-related public infrastructure at no cost to the City within 90 days after the execution of this Contract.

- B. **Commencement of Work.** Company shall, within two hundred and forty (240) days after the execution of this Contract, begin work on the Project. This Milestone shall be considered satisfied if the Company has: 1) applied for and received development permits; 2) mobilized equipment and materials on the Project site; and 3) begun grading or other physical construction activities on the Project site.
- C. **Certificates of Occupancy.** Company shall, within five years after the Infrastructure Completion Date, obtain final certificates of occupancy for:
 - i. A healthcare, wellness, or related services facility with special accommodations for a neurodiverse population; and
 - ii. A facility of a specialized technology employer.

- D. **Quarterly Progress Reports.** Company shall provide a report to the City on or before the first day of each quarter following the execution of this Contract providing:
- i. A written financial accounting of the use of the moneys with documentation generally acceptable to Arkansas Legislative Audit's requirements; and
 - ii. A statement of the specific items contained in this Contract and articulation of compliance as to each item including, but not limited to, the Company's progress toward, or achievement of, the Project Milestones.

Each report shall be certified by an officer of the Company as true and accurate in all material respects to the best of his/her knowledge and belief. Such quarterly progress reports shall also be considered Project Milestones.

- E. **Final Report.** Company shall provide its final report to the City containing the information required by Section 4.D on or before the last day of the quarter in which the Certificates of Occupancy as set forth in 4.C are issued.

5. **Disbursement of Project Funds.** The City will follow its standard purchasing and accounting practices with respect to the disbursement of project funds for the infrastructure improvements.

It is expressly agreed and understood that upon execution of the Agreement, the City agrees to allocate no more than the amount of **\$3,480,000** for full and complete satisfactory performance of this Contract. Company shall not be entitled to receive any additional or separate compensation from the City in connection with the project without prior written approval of the City.

Drawdowns for the payment of eligible expenses shall be made in accordance with performance. Company may invoice the City monthly. Invoices shall state the period for which reimbursement is being requested and will itemize the costs for each drawdown. Copies of invoices and other supporting documentation shall be attached.

Payments due to Company shall be remitted within sixty (60) days after receipt of valid invoices, and pending successful inspection and acceptance of the completed work by the City.

6. **Project Cost Recapture.** In the event the Company fails to satisfy the Project Milestones set forth in Section 4, a portion of the Project Funds shall be reimbursed by the Company to the City as follows:

- A. If Company has not received the required final Certificates of Occupancy by the fifth anniversary of the Infrastructure Completion Date, the City shall be entitled to recapture \$890,000.00.
- B. If Company fails to satisfy a Project Milestone set forth in Section 4 the City may pass a Resolution within 90 days after the relevant Project Milestone date demanding a

refund and authorizing a cause of action to recapture the funds in the Circuit Court of Washington County, Arkansas in the event Company does not remit the refund payment upon demand.

- C. Any refund payment required for whatever reason under this Contract shall be paid by the Company to the City within a reasonable time (but in no event more than 45 days) after receiving written notice of demand (the “Refund Obligation”).
- D. In no event will the Company be obligated to refund more than \$890,000.00 plus any out-of-pocket expenses incurred by the City in collecting any amounts owed by the Company.
- E. The Company’s failure to meet the Project Milestones detailed in Section 4 shall subject the Company to termination of the Contract for Good Cause as provided in Section 8 below as well as the recapture provisions of this Section 6.

7. **Contracts, Obligations, Representations, and Warranties of the Company.**

- A. The Company represents and warrants it is authorized to do business in the State of Arkansas.
- B. The Company represents and warrants the making and performance of this Contract along with each and every other document required to be delivered hereunder, as well as the performance of the Project are within its respective powers, have been duly authorized by all necessary action, have received all necessary approvals, and do not contravene any law, regulation or decree or any contractual restriction.
- C. The Company represents and warrants this Contract and each and every other document required to be delivered hereunder, when duly executed and delivered, will be the legal and binding obligations of the Company enforceable in accordance with their respective terms.
- D. The Company represents and warrants, to the best of the Company’s knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operation of the Company.
- E. **Cooperation.** The Company agrees to use commercially reasonable efforts to abide by and adhere to the directives, rules, regulations, and other requirements issued by the City arising out of this Contract.
- F. **Financial Management and Accounting.** The Company will use commercially reasonable efforts to establish and maintain a financial management and accounting

system that materially conforms to generally accepted accounting principles and that complies with the Arkansas Legislative Audit's requirements.

G. **Indemnification.** The Company will defend, protect, and save harmless the City from and against all claims, suits, and actions arising from any negligent or tortious act or omission of the Company or any employee or agent of the Company in the performance of this Contract.

H. **Record Keeping.** The Company agrees to keep reasonably necessary records pertinent to the Project Funds and this Contract.

i. Access to Records. The Company agrees the City and duly authorized officials of the City will have full access and the right to examine (but not copy or remove from the Company's premises) any pertinent documents, papers, records, and books of the Company related to the terms and obligations of this Contract.

ii. Reports. The Company shall be required to maintain and provide to the City the quarterly progress reports required by Section 4 of this Contract. Furthermore, the Company, at such times and in such forms as the City may reasonably require, will furnish the City with such other reports as it may reasonably request pertaining to the activities undertaken pursuant to this Contract, the costs and obligations incurred in connection therewith, and any other matters covered by this Contract. All reports submitted by the Company shall be certified by an officer of the Company as true and accurate in all material respects to the best of his/her knowledge and belief.

iii. Confidentiality. The City agrees to keep all information obtained from the Company pursuant to this Contract confidential to the extent permitted by law. Company acknowledges that the City is subject to the Arkansas Freedom of Information Act ("FOIA") and that certain information concerning the Project and this Contract may be subject to disclosure under FOIA, to the extent not otherwise exempted. In the event that the City receives a request for disclosure of Project information under FOIA, it will only disclose that material which in the opinion of City's counsel the City is legally obligated to disclose.

8. **Close-out, Good Cause, Termination, and Remedies.**

A. **Close-Out.** If all Project Funds have been disbursed and the Company has satisfied the Project Milestones, the City shall pass a resolution confirming the completion of the Project, at which time this Contract shall terminate.

B. **Termination by Mutual Agreement.** This Contract may be terminated, in whole or in part, prior to the completion of the Project when the City and the Company mutually determine that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of Project Funds.

- C. **Termination by Company.** The Company may terminate this Contract at any time, with or without cause, upon seven (7) days written notice and the reimbursement to the City of all Project Funds previously disbursed under this Contract.
- D. **Notice of Termination.** Except as otherwise provided herein, the City may only terminate this Contract (a) for Good Cause, (b) upon 30 days prior written notice to the Company, and (c) upon the Company having an opportunity to cure. The City's notice shall include: (1) the Company's act or omission constituting Good Cause, (2) the time period in which to cure, (3) the act or omission necessary to cure such Good Cause, and (4) the provisional termination date. The Company shall have 30 days after receipt of notice to cure the Good Cause (the "Cure Period").
- E. **Termination for Good Cause.**
- i. Events Constituting Good Cause. Only the following events shall constitute "Good Cause" for termination:
- Any Company representation or warranty made in connection with the execution and delivery of this Contract or any other document executed in connection herewith or in any certificate furnished pursuant hereto shall prove to be, at any time, materially incorrect or untrue;
 - The Company fails to satisfy any Project Milestone as set forth in Section 4;
 - The Company materially defaults in the performance of any other term, covenant, or obligation contained in this Contract;
 - The Company shall become insolvent or bankrupt or have ceased operations or cease paying its debts as they mature;
 - The Company makes an assignment of or for the benefit of creditors, or a trustee or receiver or liquidator shall be appointed for the Company, for all or substantially all of its assets, or
 - A bankruptcy, reorganization, arrangement, insolvency, or similar proceedings shall be instituted by or against the Company under the law of any jurisdiction (provided, however, that in the event an involuntary bankruptcy action is commenced against the Company, then the Company shall have 90 days to secure the dismissal of such action).
- ii. Recovery of Funds. If the City terminates this Contract for Good Cause and the Company does not voluntarily cure the reason for termination for cause in accordance with Section 8.D. of this Contract, the City may institute actions to recover a portion of the Project Funds paid by the City up to the amount of \$890,000.00 plus any out-of-pocket expenses incurred by the City in collecting any amounts owed by the Company. If an uncured Good Cause exists after the lapse of the Cure Period, the City shall be entitled to declare any disbursed Project Funds plus any out-of-pocket expenses incurred by the City in collecting any amounts owed by the Company immediately due and payable and

immediately collect from the Company all such Project Funds and collection expenses.

F. **Other Enforcement Actions.** Notwithstanding anything else herein to the contrary, after 10 days written notice to the Company, the City may:

- i. Conduct a site visit to examine pertinent records and recommend remedial courses of action,
- ii. Issue informal letters of warning advising either party of a deficiency, recommended cures for such deficiency, date by which deficiency must be cured, and notice that more serious sanctions may be imposed if the deficiency continues or is repeated,
- iii. Request additional information from either party to verify the nature of performance,
- iv. Reasonably withhold or delay any further payment of Project Funds pending corrective action by the responsible parties, or
- v. Institute a civil action for the remedies and damages herein permitted.

9. **Miscellaneous.**

A. **Amendments and Modifications.** This Contract may only be modified through a written amendment signed by the City and the Company.

B. **Conflict of Interest.** No officer or employee of the City, no member of the governing body of the jurisdiction in which the Project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure, will have any personal pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Contract. The Company will promptly notify the City should it become aware of any violation or attempt at circumventing the requirements of this section by any party.

C. **Governing Law.** This Contract shall be governed by the laws of the State of Arkansas. The parties agree that the Circuit Court of Washington County, Arkansas shall have exclusive jurisdiction over any proceeding arising under this Contract. Nothing in this contract is intended to nor shall waive the sovereign immunity of City.

D. **Notice.** All communications and notices provided for hereunder shall be in writing and mailed or delivered to the parties hereto at their business addresses set forth below or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

- i. If to the Company, then to: South Cato Springs Holdings, LLC c/o Phigenics, LLC, Attn: Matthew R. Zakaras, 4375 N. Vantage Drive, #104, Fayetteville, AR 72703

- ii. If to the City, then to: Mayor Lioneld Jordan, 113 W. Mountain Street, Fayetteville, AR 72701

- E. **Obligations regarding Third Party Relationships.** The Company will remain fully obligated under the provisions of this Contract notwithstanding their designation of any third party or parties for the undertaking of all or any part of the Project. Any subcontractor who is not the Company will comply with all lawful requirements of the Company necessary to ensure the Project is carried out in accordance with the provisions of this Contract. The Company shall secure all such services in accordance with applicable State or local law and the provisions of this Contract.
- F. **Severability.** If any provision under this Contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect other provisions of this Contract which can be given effect without the invalid provision.
- G. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the Company and the City, and their respective personal representatives, successors and assigns, except the Company may not assign or transfer its rights hereunder without the prior written consent of the City.
- H. **Waivers.** No failure to exercise and no delay in exercising, any right, power, or remedy hereunder on the part of the City or Company shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Company therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- I. **Third Parties.** The City and the Company are the only parties to this Contract and nothing in this Contract, express or implied, is intended to or shall confer any rights, benefits, or remedies upon any other party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

CITY OF FAYETTEVILLE, ARKANSAS:

By:


LIONELD JORDAN, Mayor

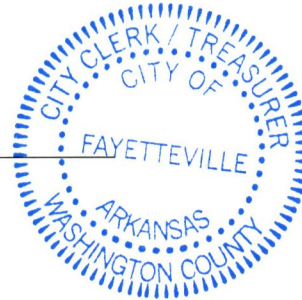
12-6-22

Date

ATTEST:

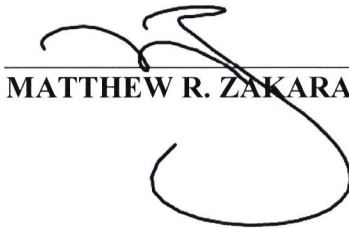
By:


KARA PAXTON, City Clerk-Treasurer



SOUTH CATO SPRINGS HOLDINGS, LLC

By:


MATTHEW R. ZAKARAS, Authorized Signatory

11/16/2022

Date



MEETING OF SEPTEMBER 2, 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: **VAC-2025-0016: Vacation (835 W. CLEVELAND ST. /PBS PROPERTIES, 444): Submitted by SITEWISE CIVIL ENGINEERING for property located at 835 W. CLEVELAND ST in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate 0.02 acres of right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommends approval of **VAC-2025-0016** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 20-foot utility easement shall be dedicated adjacent to the City's water main as requested by Water/Sewer.

BACKGROUND:

The subject property is in central Fayetteville on 835 W. Cleveland Street and is currently developed with two single-family homes that Washington County records indicate were constructed in 1954. The property is currently zoned RMF-40, Residential Multi-Family, 40 Units Per Acre, and appears to have been platted in 1896 with the Leveretts Third Addition. A concept plat (CPL-2025-0001) was submitted for this site for the development of a 5-unit multi-family development at this address. The property is not located in any overlay districts.

Request: The applicant proposes to vacate 0.02 acres of right-of-way that was platted with a replat in 1896 of the Leveretts Third Addition subdivision. The applicant is requesting to vacate right-of-way to align with the City's master street plan standards.

DISCUSSION:

The applicant submitted the required approvals with no objections, though with added conditions from franchise utility providers as listed above. The right-of-way requested to be vacated greatly exceeds the City's Master Street Plan standards for a residential street (26-feet) which impacts the property and any potential development. A vacation would still allow for this standard conformance while alleviating any development concerns, thereby not impacting the public interest. With submittal of the required vacation forms and utility consent, staff recommends approval.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

At the August 11, 2025, Planning Commission meeting, this item was unanimously forwarded to City Council with a recommendation of approval. No public comment was received before the meeting, but one member of the public issued a concern at the meeting with a request to make pedestrian improvements at the intersection of W. Cleveland and N. Storer. Staff clarified that any necessary street improvements would be considered with any proposed development.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1510

AN ORDINANCE TO APPROVE VAC-25-16 FOR PROPERTY LOCATED AT 835 WEST CLEVELAND STREET IN WARD 2 TO VACATE 0.02 ACRES OF 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 right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of right-of-way 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 a 20-foot utility easement centered on the existing water main is dedicated and approved by the City of Fayetteville Utilities Department.

Section 4: This vacation approval is subject to the ongoing condition that any damage or relocation of any existing facilities will be at the property owner/developer's expense.



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

Ordinance: 6903

File Number: 2025-1510

AN ORDINANCE TO APPROVE VAC-25-16 FOR PROPERTY LOCATED AT 835 WEST CLEVELAND STREET IN WARD 2 TO VACATE 0.02 ACRES OF 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 right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of right-of-way 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 a 20-foot utility easement centered on the existing water main is dedicated and approved by the City of Fayetteville Utilities Department.

Section 4: This vacation approval is subject to the ongoing condition that any damage or relocation of any existing facilities will be at the property owner/developer's expense.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas.
Amount Paid: \$

City of Fayetteville Staff Review Form

2025-1510

Item ID

9/2/2025

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

Jonathan Curth

8/26/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0016: Vacation (835 W. CLEVELAND ST. /PBS PROPERTIES, 444): Submitted by SITEWISE CIVIL ENGINEERING for property located at 835 W. CLEVELAND ST in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate 0.02 acres of right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

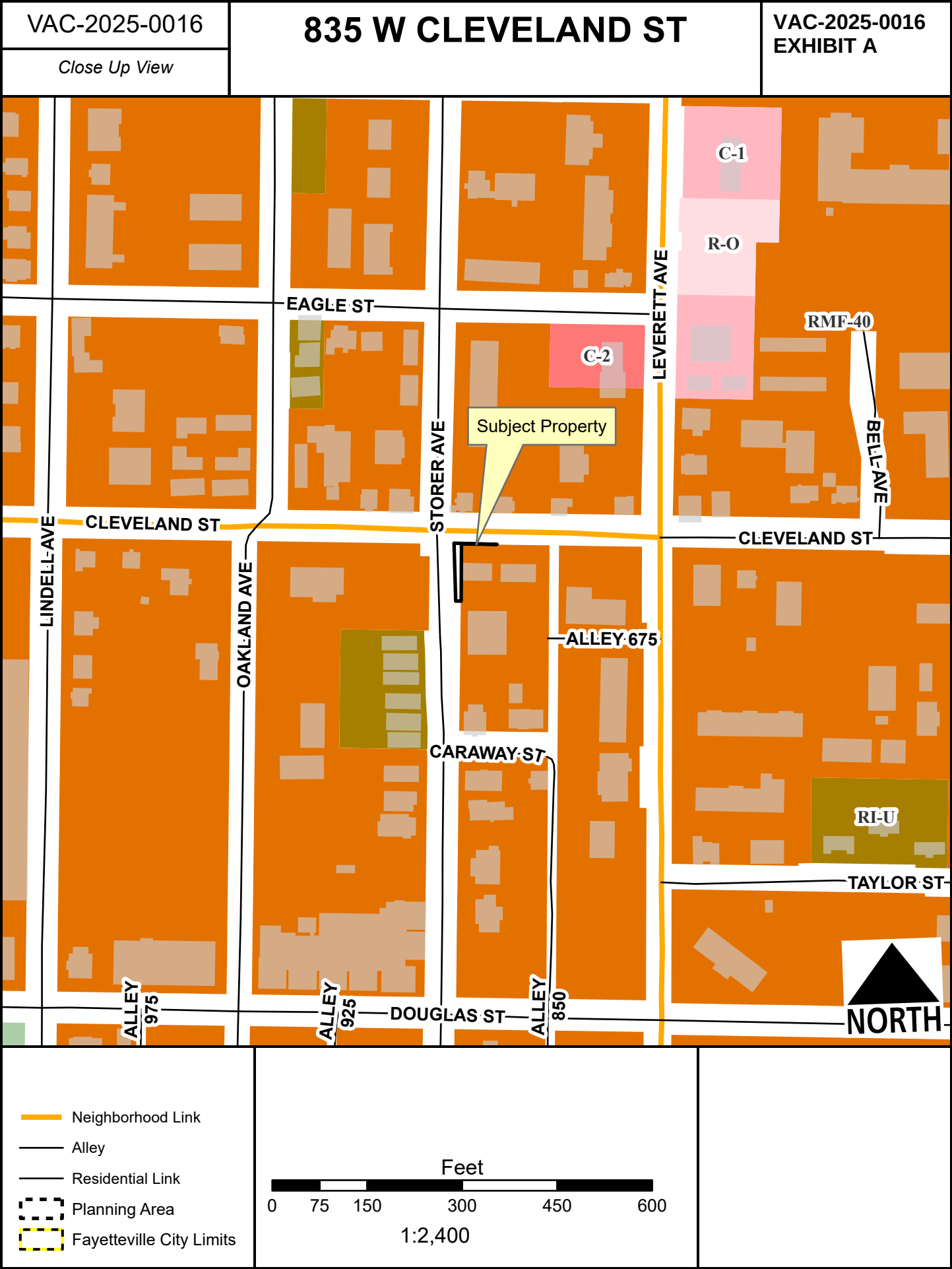
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Legal Description

A PORTION OF N. STORER AVENUE AND W. CLEVELAND STREET RIGHT-OF-WAY TO BE VACATED AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 6 IN BLOCK 3 OF LEVERETT'S 3RD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT 4 PAGE 9 ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, SAID POINT BEING THE POINT OF BEGINNING, THENCE S02°20'06"W 90.00 FEET, THENCE N87°39'54"W 8.51 FEET, THENCE N00°17'12"E 91.40 FEET, THENCE S86°32'04"E 68.05 FEET, THENCE N87°39'54"W 56.26 FEET TO THE POINT OF BEGINNING: CONTAINING 956.50 SQUARE FEET OR 0.0220 ACRES MORE OR LESS.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

THRU: Wesley Frank, Planner

MEETING DATE: August 11, 2025 **Updated w/ meeting results**

SUBJECT: **VAC-2025-0016: Vacation (835 W. CLEVELAND ST. /PBS PROPERTIES, 444):** Submitted by SITEWISE CIVIL ENGINEERING for property located at 835 W. CLEVELAND ST. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate 0.02 acres of right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2025-0016** to the City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:

*"I move to forward **VAC-2025-0016** to the City Council with a recommendation of approval, with conditions as outlined by staff."*

BACKGROUND:

The subject property is in central Fayetteville on 835 W. Cleveland Street and is currently developed with two single-family homes that Washington County records indicate were constructed in 1954. The property is currently zoned RMF-40, Residential Multi-Family, 40 Units Per Acre, and appears to have been platted in 1896 with the Leveretts Third Addition. A concept plat (CPL-2025-0001) was submitted for this site for the development of a 5-unit multi-family development at this address. The property is not located in any overlay districts. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
South	Single-Family Residential (Triplex)	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Multi-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
West	Unitarian Fellowship Church	RMF-40, Residential Multi-Family, 40 Units per Acre

Proposal: The applicant proposes to vacate 0.02 acres of right-of-way that was platted with a replat in 1896 of the Leveretts Third Addition subdivision.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested right-of-way vacation, since all final documents have been received by City staff with no objections or issues identified. Though

originally platted in the 1896, the right-of-way is in excess of today's standards for Residential Link Streets, which typically requires 26 feet from street centerline. Currently, there is a varying width of between 37.72 feet and 34.51 feet of right-of-way from the street centerline. The applicant is requesting to vacate the right-of-way to align with typical Master Street Plan standards and leave the 26 feet right-of-way from the street centerline in place. The vacation would also allow for more development on the property, while maintaining consistency with the City's master street plan standards.

Vacation Approval: The applicant has submitted the required vacation forms to the relevant City departments and franchise utility companies with the following responses.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, any damage or relocation of any existing Cox facilities will be at the applicant's expense.
AEP/SWEPCO	No objections finding a 10-foot utility easement to be placed in its place behind the north property line.
Black Hills Energy AR	No objections and no comment.
AT&T	No objections, AT&T notes that there are existing aerial facilities nearby on the pole lead east to west along W. Cleveland Street. This vacation does not appear to impact that pole and per AT&T records, no buried facilities south on N. Storer Avenue in area affected. Request that a survey is to be obtained that locates materials.
Ozarks Electric	No objections and no comment.
<u>City of Fayetteville</u> Water/Sewer	<u>Response</u> No objections, finding a 20-foot utility easement, centered on the existing water main, shall be provided and recorded prior to the acceptance of the street right-of-way.
Solid Waste & Recycling	No objections and no comment.
Transportation	No objections and no comment.

Public Comment: Staff have not received any public comment regarding this request.

RECOMMENDATION: Staff recommends forwarding **VAC-2025-0016** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 20-foot utility easement shall be dedicated adjacent to the City's water main as requested by Water/Sewer.

3. A 10-foot wide utility easement shall be dedicated along the north property line as requested by SWEPCO.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>August 11, 2025</u>		☐ Tabled	☒ Forwarded	☐ Denied	
Motion: Werner		Pulled from consent as applicant provided information that showed that SWEPCO no longer needed condition #3			
Second: Cabe					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:

None

Attachments:

- One Mile Map
- Close-up Map
- Current Land Use Map
- Applicant Request Letter
- Applicant Petition to Vacate
- Survey – Right-of-way to be vacated

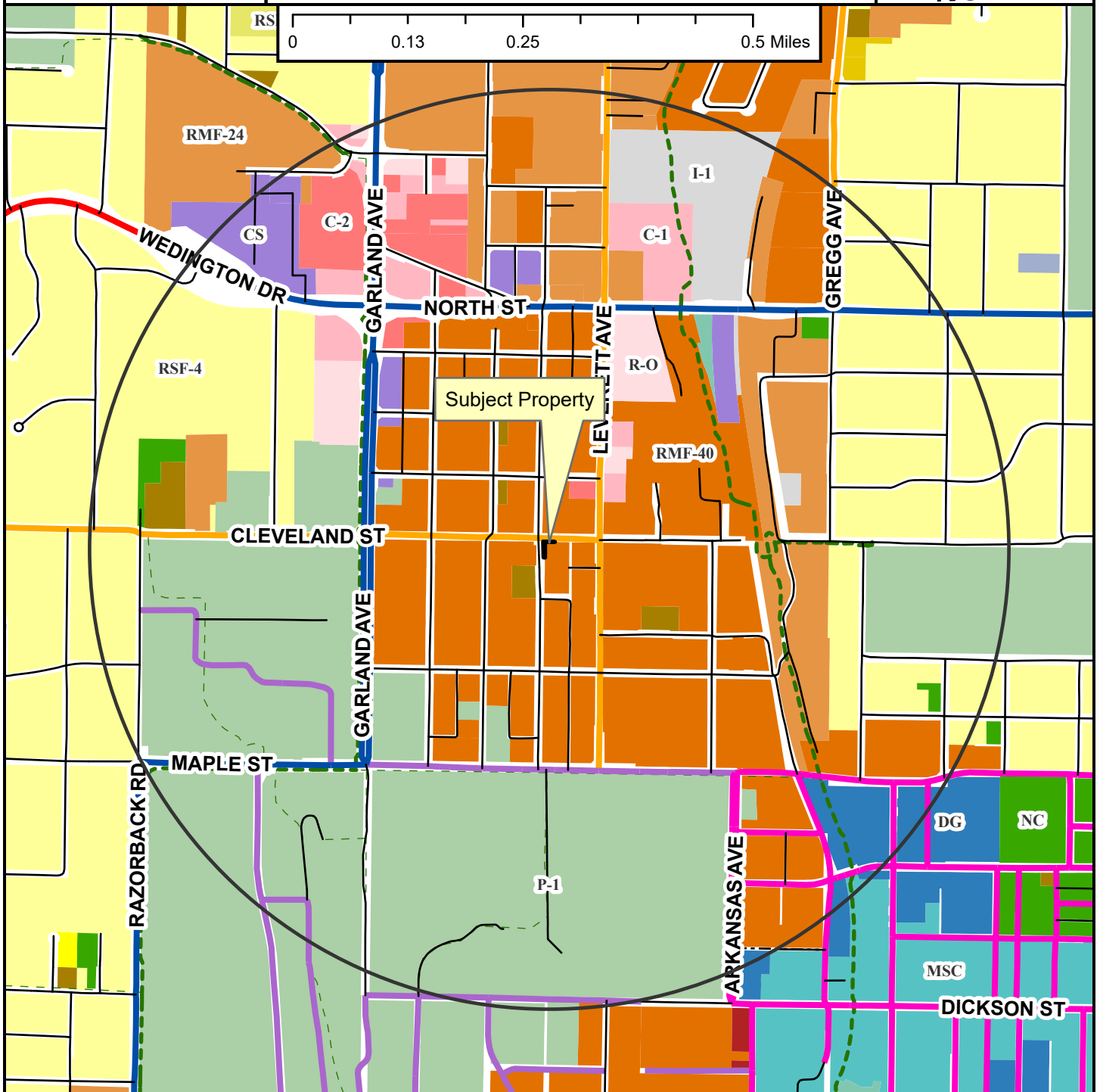
VAC-2025-0016

835 W CLEVELAND ST

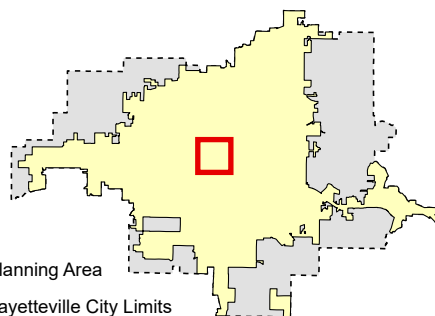
One Mile View



0 0.13 0.25 0.5 Miles



- Regional Link
- 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



Planning Area
Fayetteville City Limits

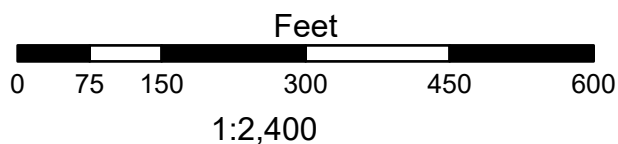
VAC-2025-0016

835 W CLEVELAND ST

Close Up View



- Neighborhood Link
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits



VAC-2025-0016

835 W CLEVELAND ST

Current Land Use



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet
0 112.5 225 450 675 900
1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

July 2, 2025

Planning Commission
c/o Jessica Masters - Development Review Manager
125 W Mountain Street
Fayetteville, AR 72701



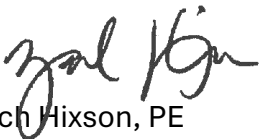
RE: N Storer Avenue – Right-of-Way Vacation

This right-of-way vacation is associated with the property at 835 & 827 W Cleveland Street, Washington County parcel #765-07531-000. The corner lot is bound by W Cleveland Street to the north and N Storer Avenue to the west.

The existing N Storer Ave right-of-way measures approximately 34.5' and 37.7' from the centerline of N Storer Ave to the recorded right-of-way boundary line. N Storer Ave is a Residential Link street under the current Master Street Plan. Residential Link streets require a 52' total right-of-way, or 26' as measured from the centerline of the street. This right-of-way vacation seeks to vacate the existing excess right-of-way as compared to what is required by the current Master Street Plan.

If I can be of any further assistance, please contact me at zhixson@sitewisecivil.com.

Respectfully submitted,


Zach Hixson, PE



PETITION TO VACATE RIGHT-OF-WAY LOCATED IN JENNINGS ADDITION, 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 right-of-way hereinafter sought to be abandoned and vacated, lying in Jennings Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

A PORTION OF N. STORER AVENUE AND W. CLEVELAND STREET RIGHT-OF-WAY TO BE VACATED AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF LOT 6 IN BLOCK 3 OF LEVERETT'S 3RD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT 4 PAGE 9 ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, SAID POINT BEING THE POINT OF BEGINNING, THENCE S02°20'06"W 90.00 FEET, THENCE N87°39'54"W 8.51 FEET, THENCE N00°17'12"E 91.40 FEET, THENCE S86°32'04"E 68.05 FEET, THENCE N87°39'54"W 56.26 FEET TO THE POINT OF BEGINNING: CONTAINING 956.50 SQUARE FEET OR 0.0220 ACRES MORE OR LESS.

THAT THE ABUTTING REAL ESTATE AFFECTED BY SAID ABANDONMENT OF THE RIGHT-OF-WAY WITHIN JENNINGS ADDITION, 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 RIGHT-OF-WAY.

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 right-of-way.

Dated this 6th day of August 2025.

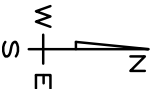
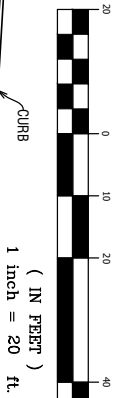
PAUL A. SCHMIDT, JR

Printed Name

Paul A Schmidt

Signature

GRAPHIC SCALE



BUILDING SETBACK TABLE (RWF-40 ZONING)				
FRONT	SIDE OTHER USES	SIDE SINGLE & TWO FAMILY	REAR OTHER USES	REAR SINGLE FAMILY
A BUILT-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25' FROM THE FRONT PROPERTY LINE	8	5	20	5

NOTES:

1. PLAT PAGE #444.
2. CURRENT ZONING: RWF-40.
3. PARCEL NUMBER: 765-07531-000.
4. OWNER: PBS PROPERTIES, LLC - P.O. BOX 1287 - BENTONVILLE, AR 72712.
5. ROTATION BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (NAD83).
6. BOUNDARY BASED ON FINAL PLAT OF LEVERETT'S 3RD ADDITION FILE #4-9 & WARRANTY DEED FILE #2021-00017283.
7. THIS PROPERTY IS NOT AFFECTED BY THE 100-YEAR FLOOD PLAIN AS PER FIRM #0514502086 DATED JANUARY 25, 2024.

LEGAL DESCRIPTION: (PARCEL #765-07531-000)

Lot 5 and 6 in Block 3 of Leverett's 3rd Addition to the City of Fayetteville, Arkansas, as per Plat 4 Page 9 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. Less and Except 50 feet of equal and uniform width of the South end of said Lots 5 and 6 and being described as follows: Beginning at the NW Corner of said Lot 6, Block 3, said point being the POINT OF BEGINNING, thence S87°39'54"E 140.00 feet, thence S02°20'06"W 90.00 feet, thence N87°39'54"W 140.00 feet, thence N02°20'06"E 90.00 feet to the POINT OF BEGINNING. Containing 12,600.00 square feet or 0.2883 acres more or less subject to assessments and right of way of record.

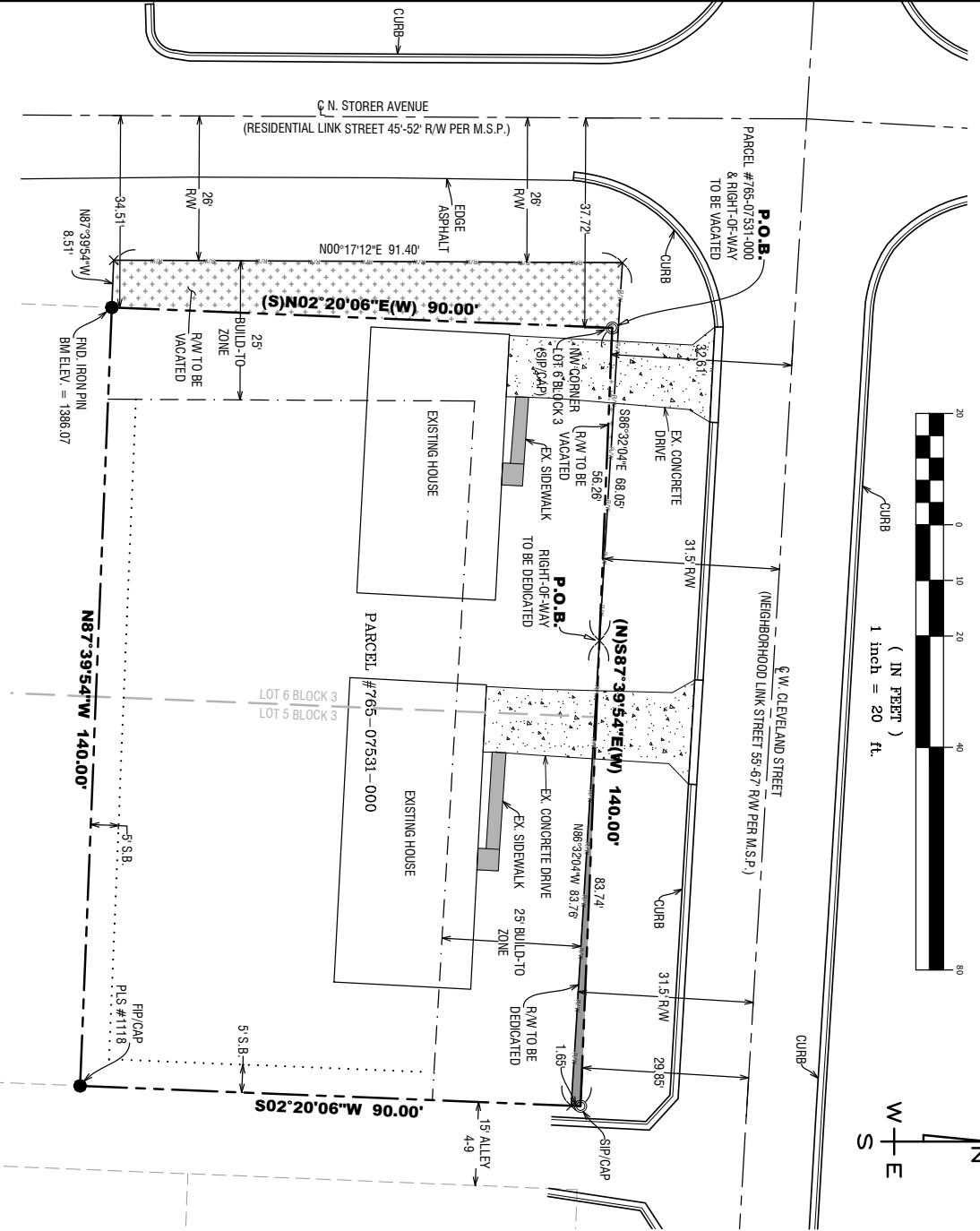
LEGAL DESCRIPTION: (RIGHT-OF-WAY TO BE VACATED)

A portion of N. Storer Avenue and W. Cleveland Street Right-of-Way to be vacated and being described as follows: Beginning at the NW Corner of Lot 6 in Block 3 of Leverett's 3rd Addition to the City of Fayetteville, Arkansas, as per Plat 4 Page 9 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said Lot 6, Block 3, thence S02°20'06"W 90.00 feet, thence N87°39'54"W 8.51 feet, thence N00°17'12"E 91.40 feet, thence S86°32'04"E 68.05 feet, thence N87°39'54"W 56.26 feet to the POINT OF BEGINNING. Containing 956.50 square feet or 0.0220 acres more or less.

GIS Approved
07/08/2025

LEGAL DESCRIPTION: (RIGHT-OF-WAY TO BE DEDICATED)

A part of Lot 5 and 6 in Block 3 of Leverett's 3rd Addition to the City of Fayetteville, Arkansas, as per Plat 4 Page 9 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said Lot 6, Block 3, thence S87°39'54"E 66.26 feet to the POINT OF BEGINNING, thence S87°39'54"E 83.74 feet, thence S02°20'06"W 1.65 feet, thence N86°32'04"W 83.76 feet to the POINT OF BEGINNING. Containing 69.20 square feet or 0.0016 acres more or less.



- LEGEND**
- X CALCULATED POINT
 - ROUND IRON PIN
 - SET IRON PIN & CAP

- EXISTING BOUNDARY LINE**
- CENTERLINE STREET
 - 25' BUILT-TO ZONE
 - SIDE BUILDING SETBACK

- RIGHT-OF-WAY TO BE VACATED**
- RIGHT-OF-WAY TO BE DEDICATED



JORGENSEN + ASSOCIATES
Civil Engineering + Surveying

124 W. Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenass.com

PROJECT TITLE: RIGHT-OF-WAY DEDICATION & VACATION
LOCATION: FAYETTEVILLE, ARKANSAS
SHEET TITLE: EXHIBIT 'A'
DRAWN BY: BJR
SHEET SCALE: 1"=20'
DATE: MARCH 6, 2025
PROJECT FILE: Z101S2024033ROW



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0026: Rezoning (1893 N. RUPPLE RD/CONRAD, 361): Submitted by CLINT PENZO for property located at 1893 N. RUPPLE RD. in WARD 4. The property is zoned RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNITS PER ACRE and contains approximately 1.04 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN subject to a bill of assurance.**

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', with a bill of assurance.

BACKGROUND:

The subject property is in west Fayetteville, at the intersection of W. Starry Night View and N. Ruppel Road. The property contains 1.04 acres which is currently zoned RSF-1, Residential Single-Family, 1 Unit per Acre. It is currently developed with a 1,900-square foot house constructed in 1989. In November of 2024, a previous request to rezone the property to RI-U, Residential Intermediate-Urban was denied by City Council on November 12, 2024. More recently, a code complaint for the operation of a business in a residential zoning district was also received by City staff in early August. The case is currently under investigation. A home-based business license is currently issued at the property for junk removal (BLH-0279-2025).

Request: The request is to rezone the subject property from RSF-1, Residential Single-Family, One Unit per Acre, to RI-U, Residential Intermediate-Urban. The applicant has also offered up a bill of assurance that limits the uses to single- and two-family dwellings, overall density to a maximum of eight units, a minimum square footage of 1,600-square feet of habitable space for each unit, architectural design standards that mimic the adjacent development, and limited access onto W. Starry Night View.

Public Comment: Staff received public comment in opposition to this request. Concerns mostly centered around limiting access onto Starry Night, whether or not connection could be made to an adjacent private alley, overall density, and compatibility with the Oakbrooke Subdivision and its design standards.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-1 to RI-U to be compatible with the surrounding area. The intent of the RI-U zoning district is to encourage development of attached and detached dwellings to provide a range of housing types and meet the demands for walkable urban living. The subject property is adjacent to single-family properties to the west and south and undeveloped property to the north. Properties to the north and west are zoned RPZD (Oakbrooke), and the property to the south is zoned RSF-1. While the immediate vicinity is currently developed with single-family dwellings, a rezoning to RI-U could allow

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113 W. Mountain Street
Fayetteville, AR 72701

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for higher density residential development consisting of single- to four-family dwellings. However, the applicant has offered to self-limit the allowed uses in the district through a Bill of Assurance; staff finds that this is still compatible with the surroundings, though initially did not have concerns about the full use schedule in RI-U. The property itself is located on a corner with frontage to the east on a Regional Link Street (N. Ruppel Rd.). Rezoning to RI-U would reduce the bulk and area requirements from 150-foot wide lots with a 35,720-square foot minimum area, to 18-foot-wide lots with no minimum area. Essential City services are available to the site, and other public amenities are located nearby. Given the size of the site, proximity to public services and amenities, and the availability of public right-of-way, staff finds the proposed rezoning to be appropriate. The limitations placed on the property through a bill of assurance will more or less mimic the overall design and scope of the adjacent Oakbrooke neighborhood, and staff acknowledges the developer's commitment to limiting the number of driveways along W. Starry Night as promoting a safer walking environment and safer vehicle access to the property.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The proposed zoning complements the property's Future Land Use Map designation as Residential Neighborhood Area given the allowance for a variety of housing types of appropriate scale and context. A rezoning to RI-U would meet several goals of City Plan 2040 by encouraging appropriate infill development (Goals 1, 2, and 6). The property is also within a Tier 2 Center, located at the intersection of N. Ruppel Rd. and W. Mount Comfort Rd., approximately 0.33 miles to the north. A rezoning to RI-U is appropriate as it would align with the Tier 2 center designation by providing a mix of residential dwelling types. By still allowing two-family dwellings by-right, staff finds this is still in line with these future goals. That said, preference would typically be for an applicant to submit a zoning request without offering a bill of assurance, but staff finds that the applicant's submittal would ensure immediate compatibility with the surroundings and places a higher level of design scrutiny on single-family dwellings, which would otherwise be limited by Arkansas State Law.

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 7, 835 N. Ruppel Rd.)
- Near Water Main (eight-inch line, W. Starry Night View; 12-inch line N. Ruppel Rd.)
- Near Sewer Main (85 feet west along W. Starry Night View)
- Near City Park (Bryce Davis Park; Red Oak Park)
- Near Paved Trail (Ruppel Side Path Trail)
- Near Razorback Bus Stop (The Links)

DISCUSSION:

Due to the previous rezoning request's denial occurring within 12 months, the Planning Commission's first determination at their August 11, 2025 meeting was to reconsider the item. This was done with a unanimous vote. A second motion, after hearing discussion from the property owner and members of the public, forwarded the request to City Council with a recommendation of approval (8-1-0, with Commissioner Payne opposed). Members of the public, including the developer of the Oakbrooke Subdivision, spoke at the meeting, with concerns as listed above. Commissioners found that the Bill of Assurance addressed those concerns, though did ask whether other zoning districts were considered so that a Bill of Assurance was not necessary. A representative of the property owner suggested that the zoning district was chosen for the lot width standards, and the Bill of Assurance allowed for additional design standards to be considered and applied.

BUDGET/STAFF IMPACT:

N/A

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ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Exhibit C - Bill of Assurance, 7. Planning Commission Staff Report

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113 W. Mountain Street
Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1503

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-26 FOR APPROXIMATELY 1.04 ACRES LOCATED AT 1893 NORTH RUPPLE ROAD IN WARD 4 FROM RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN, 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 RSF-1, Residential Single-Family, One Unit Per Acre to RI-U, Residential Intermediate-Urban, 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.



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

Ordinance: 6904

File Number: 2025-1503

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-26 FOR APPROXIMATELY 1.04 ACRES LOCATED AT 1893 NORTH RUPPLE ROAD IN WARD 4 FROM RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN, SUBJECT TO A BILL OF ASSURANCE

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

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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.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas.
Amount Paid: \$

City of Fayetteville Staff Review Form

2025-1503

Item ID

9/2/2025

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

Jonathan Curth

8/15/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0026: Rezoning (1893 N. RUPPLE RD/CONRAD, 361): Submitted by CLINT PENZO for property located at 1893 N. RUPPLE RD. in WARD 4. The property is zoned RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNITS PER ACRE and contains approximately 1.04 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

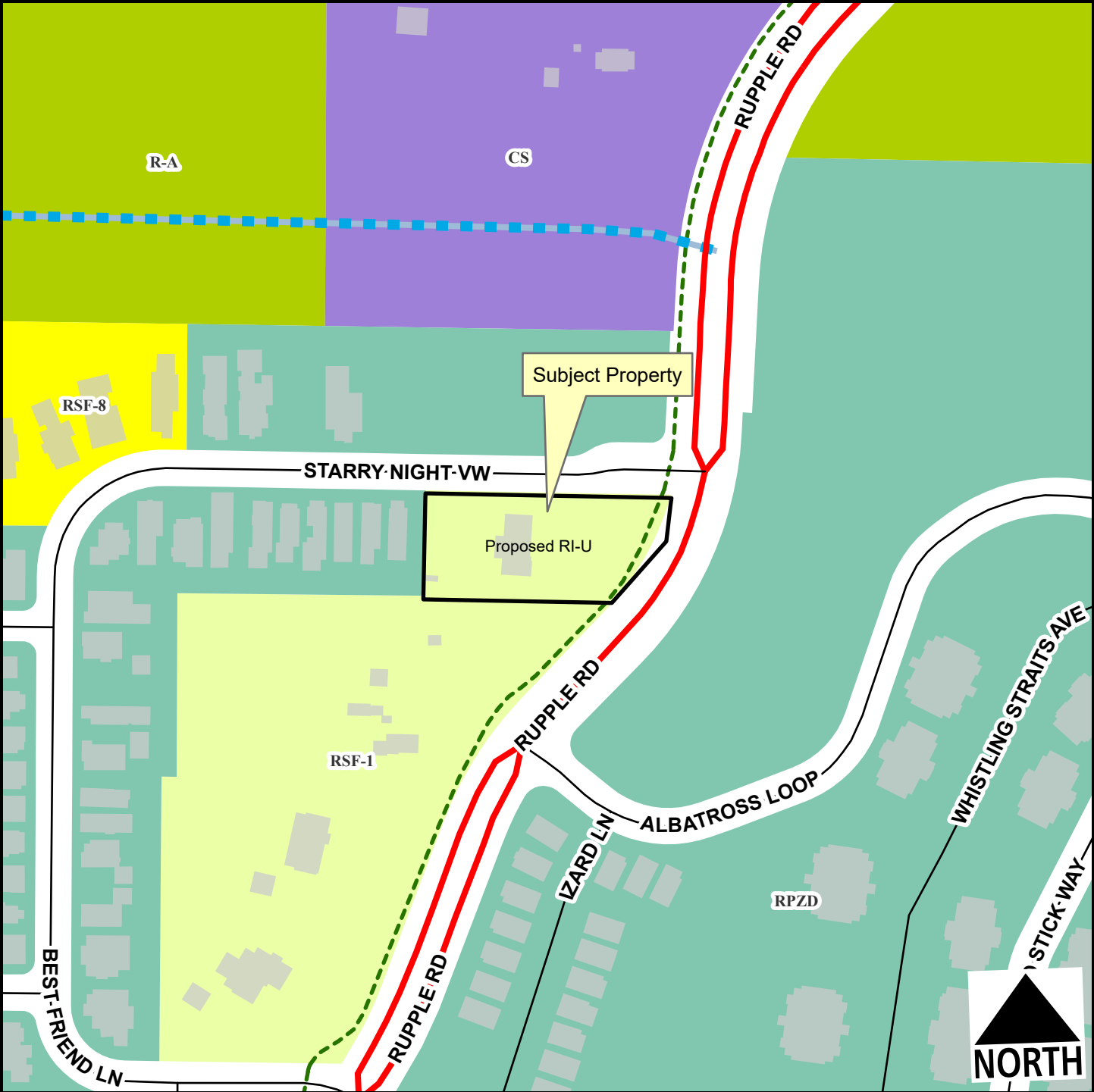
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Regional Link

Unclassified

Residential Link

Planned Residential Link

Planning Area

Fayetteville City Limits

Feet

0

75

150

300

450

600

1:2,400

Zone

Current

Proposed

RI-U

0.0

1.0

RPZD

0.0

0.0

RSF-1

1.0

0.0

Total

1.0 ac

EXHIBIT B

1893 N Ruppel Rd Fayetteville, AR 72704

Washington County Parcel #: 765-24069-000

Current Zoning: RSF-1

Proposed new Zoning: RI-U

Legal Description:

Annexed to Fayetteville Ord. #4588 PT S/2 SE 1.049 AC FURTHER DESCRIBED FROM 2012-18099 AS: A part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 1, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as beginning at a point 127.0 feet East and 703.0 feet North of the Southwest Corner of the SE1/4 of the SE1/4; thence North 146.5 feet; thence East 354.57 feet; thence South 05' 30' West 8.04 feet; thence West 16.5 feet; thence South 05' 30' West 52.0 feet; thence South 40' 30' West 113 feet; thence West 258.06 feet to the point of beginning, containing 1.052 acres, more or less. LESS & EXCEPT FROM 2022-18021: A part of the Southeast half (SE1/4) of the Southeast Quarter (SE1/4) of Section One (1), Township Sixteen North (T16N), Range Thirty-One West (R31W), 5th Principle Meridian, Washington County, Arkansas and being more particularly described as follows: Beginning at the intersection of the northerly boundary of Instrument No. 2012-00018099 and the westerly right-of-way North Ruppel Road; thence South 08°29'25" West a distance of 8.05 feet to a point; thence North 87°00'35" West a distance of 16.31 feet to a point; thence North 08°18'28" East a distance of 8.04 feet to a point; thence South 87°03'05" East a distance of 16.34 feet to the point of beginning, containing 131 square feet more or less.

EXHIBIT C

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of my request for a zoning reclassification of RI-U for the following property: 1893 N. Ruppel Rd Fayetteville, AR 72704, I, as the authorized agent for the owner or buyer of this property, Erin Conrad (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 (requested rezoning) shall be limited to the following Permitted Uses:
 - a. Single-family dwellings or two (2) family dwellings or accessory dwellings.
2. Other restrictions including height of, number, and type of structures upon the property are limited to:
 - a. **Total Units:** The total unit count on the property shall not exceed 8 units, including both new and existing structures.
 - b. **Minimum Square Footage:** Homes constructed on the property shall contain a minimum of 1,600 square feet of heated floor space. Only the corner lot may contain smaller square feet of heated floor space.
 - c. **Garages:** Each new dwelling shall include a garage, carport, or a garage/carport hybrid accommodating at least two (2) vehicles.
 - d. **Exterior Materials:** The exterior of all structures shall be composed of no less than 70% wood or concrete board siding, brick, stone, or other natural materials. Vinyl siding is not permitted.
 - e. **Garden Walls and Fences:** All fencing shall be constructed of one of the following materials: wrought iron, decorative metal, wood, brick, stucco, or stone.
 - f. **Yards/Landscaping:** Front yards shall be landscaped within 90 days of a certificate of occupancy being issued by the City of Fayetteville.
 - g. **Access:** All efforts will be made to minimize "curb cuts" into Starry Night by

pursuing an easement to extend the existing alley and, failing that, leverage shared access onto Starry Night where possible.

3. Specific activities that will not be allowed upon Petitioner's property include:

a. No mobile housing shall be placed on any lot.

4. Any other terms or conditions:

a. To address the concerns expressed by neighbors in the city council hearing, the intent has been and continues to be to develop the property to match the look and feel of existing homes on W Starry Night View. A unified community appearance benefits both the existing home owners as well as our own interests but until rezoning has been approved additional planning and specific development choices are on hold in an effort to manage irrecoverable costs. Many of these assurances are borrowed from Oakbrooke's own covenants and the architectural intent is to match Oakbrooke's "traditional Americana neighborhood with an emphasis on traditional american styling; craftsman style bungalows, prairie, savannah, american tudor and american italianate houses are preferred. Ranch, contemporary, modern, a-frame, log, or gambrel style structures may be permitted" where design limitations exist.

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, Erin Conrad, as the authorized agent of Petitioner **voluntarily offer** all such assurances and sign my name below.

Erin Conrad
Printed Name of Authorized Agent


Signature

Position or Title of Authorized Agent

8/12/2025
Date

NOTARY OATH

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

On this, the 12th day of August, 2025, before me, the undersigned notary, personally appeared Erin R Conrad, 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:

Dec 6, 2034





TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: August 11, 2025 **Updated with results**

SUBJECT: **RZN-2025-0026: Rezoning (1893 N. RUPPLE RD/CONRAD, 361):**
Submitted by CLINT PENZO for property located at 1893 N. RUPPLE RD. The property is zoned RSF-1, RESIDENTIAL SINGLE-FAMILY, ONE UNITS PER ACRE and contains approximately 1.04 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0026** to City Council with a recommendation for approval.

RECOMMENDED MOTION:

- 1) "I move to find there is enough evidence to justify reconsideration of this item."
- 2) "I move to forward **RZN-2025-0026** to City Council with a recommendation of approval."

BACKGROUND:

The subject property is in west Fayetteville, at the intersection of W. Starry Night View and N. Ruppel Road. The property contains 1.04 acres which is currently zoned R-A, Residential-Agricultural. It is currently developed with a 1,900-square-foot house constructed in 1989. A previous rezoning request on this property was denied by City Council on November 12, 2024. A code complaint for the operation of a business in a residential zoning district was also received by City staff in early August, and the case is currently under investigation. A home-based business license is currently issued for the property (BLH-0279-2025). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	PZD (Oakbrooke Ph. 3)
South	Single-Family Residential	RSF-1, Residential Single-Family – One Unit per Acre
East	Golf Course	PZD (Links)
West	Single-Family Residential	PZD (Oakbrooke Ph. 3)

Request: The request is to rezone the subject property from RSF-1, Residential Single-Family, One Unit per Acre, to RI-U, Residential Intermediate-Urban. The applicant has also offered up a Bill of Assurance that limits the uses to single- and two-family dwellings, overall density to a maximum of eight units, a minimum square footage of 1,600 sq. ft. of habitable space for each unit, architectural design standards that mimic the adjacent development, and limited access onto W. Starry Night. It is attached to this staff packet for the Commission's consideration.

Public Comment: Members of the public from the surrounding neighborhood met with City staff to discuss concerns about access onto W. Starry Night View, proposed future access through a private alley, the quality of future construction, and density.

INFRASTRUCTURE AND ENVIRONMENTAL ANALYSIS:

Streets: The subject area has street frontage along N. Ruppel Road, which is a partially improved Regional Link Street with asphalt paving, open ditches and a multi-purpose trail. The subject area has street frontage along W. Starry Night View which is a partially improved Residential Link Street with asphalt paving, open ditches and curb and gutter. 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. An existing 6-inch water main is present along W. Starry Night View. An existing 12-inch water main is present along N. Ruppel Road.

Sewer: Sanitary sewer is not available to the subject area. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1,250 linear feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams are present, nor are there hydric soils on the property. Any additional improvements or requirements for drainage will be determined at time of 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 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation**. The current zoning district of RSF-1, Residential Single-Family, One Unit per Acre requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also

encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site with a weighted score of **6.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Ruppel Rd.)
- Near Water Main (eight-inch line, W. Starry Night View; 12-inch line N. Ruppel Rd.)
- Near Sewer Main (85 feet west along W. Starry Night View)
- Near City Park (Bryce Davis Park; Red Oak Park)
- Near Paved Trail (Ruppel Side Path Trail)
- Near Razorback Bus Stop (The Links)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from RSF-1 to RI-U to be compatible with the surrounding area. The intent of the RI-U zoning district is to encourage development of attached and detached dwellings to provide a range of housing types and meet the demands for walkable urban living. The subject property is adjacent to single-family properties to the west and south and undeveloped property to the north. Properties to the north and west are zoned RPZD (Oakbrooke), and the property to the south is zoned RSF-1. While the immediate vicinity is currently developed with single-family dwellings, a rezoning to RI-U could allow for higher density residential development consisting of single- to four-family dwellings. However, the applicant has offered to self-limit the allowed uses in the district through a Bill of Assurance; staff finds that this is still compatible with the surroundings, though initially did not have concerns about the full use schedule in RI-U. The property itself is located on a corner with frontage on a Regional Link Street (N. Ruppel Rd.). Rezoning to RI-U would reduce the bulk and area requirements from 150-foot-wide lots with a 35,720-square-foot minimum area, to 18-foot-wide lots with no minimum area. Essential City services are available to the site, and other public amenities are located nearby. Given the size of the site, proximity to public services and amenities, and the availability of public right-of-way, staff finds the proposed rezoning to be appropriate. The limitations placed on the property through a Bill of Assurance will more or less mimic the overall design and scope of the adjacent Oakbrooke neighborhood, and staff appreciates the developer's commitment to limiting the number of driveways along W. Starry Night to promote walkability.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The proposed zoning complements the property's Future Land Use Map designation as Residential Neighborhood area since it would support a variety of housing types of

appropriate scale and context. A rezoning to RI-U would meet several goals of City Plan 2040 by encouraging appropriate infill development (Goals 1, 2, and 6). The property is also within a Tier 2 Center, located at the intersection of N. Ruppel Rd. and W. Mount Comfort Rd., approximately 0.33 miles to the north. A rezoning to RI-U is appropriate as it would align with the Tier 2 center designation by providing a mix of residential dwelling types. By still allowing two-family dwellings by-right, staff finds this is still in line with these future goals. That said, preference would typically be for an applicant to submit a zoning request without offering a Bill of Assurance, but staff finds that the applicant's submittal would ensure immediate compatibility with the surroundings and places a higher level of design scrutiny on single-family dwellings, which would otherwise be limited by Arkansas State Law.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that rezoning the subject property from RSF-1 to RI-U is justified since the RSF-1 zoning is no longer compatible with the surrounding land uses. Staff also finds the rezoning to RI-U to be better aligned with existing zoning and development patterns in the area and consistent with the city's future land use plans.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-1 to RI-U has the potential to increase traffic at this location when considering that RI-U would allow for development that is greater in density and intensity than the existing RSF-1 zoning. Nevertheless, staff finds that the proposed rezoning is not likely to create or appreciably increase traffic danger or congestion at this location. The property has frontage along a partially improved Residential Link Street and Regional Link Street, and any street improvements required 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 has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets and water. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1500 linear feet downstream of this property, and 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: Planning staff recommends forwarding RZN-2025-0026 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>August 11, 2025</u>		☐ Tabled	☒ Forwarded
		☐ Denied	
Motion:	Motion #1:		Motion #2:
Second:	To reconsider the item within a 12 month timeframe of denial		FWD with a recommendation of approval, with the attached Bill of Assurance.
Vote:	Werner Castin 2nd. 9-0-0		Madden Castin 2nd 8-1-0.

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre
 - §161.12 District RI-U, Residential Intermediate – Urban
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Request letter
- Bill of Assurance
- Public Comment

161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(D) *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 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density.*

Units per acre	1
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(F) *Bulk and Area Regulations.*

Lot width minimum	150 feet
Lot area minimum	35,720 square feet
Land area per dwelling unit	35,720 square feet

(G) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(I) *Building Area.* None.

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
-------------------------	----------------------

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

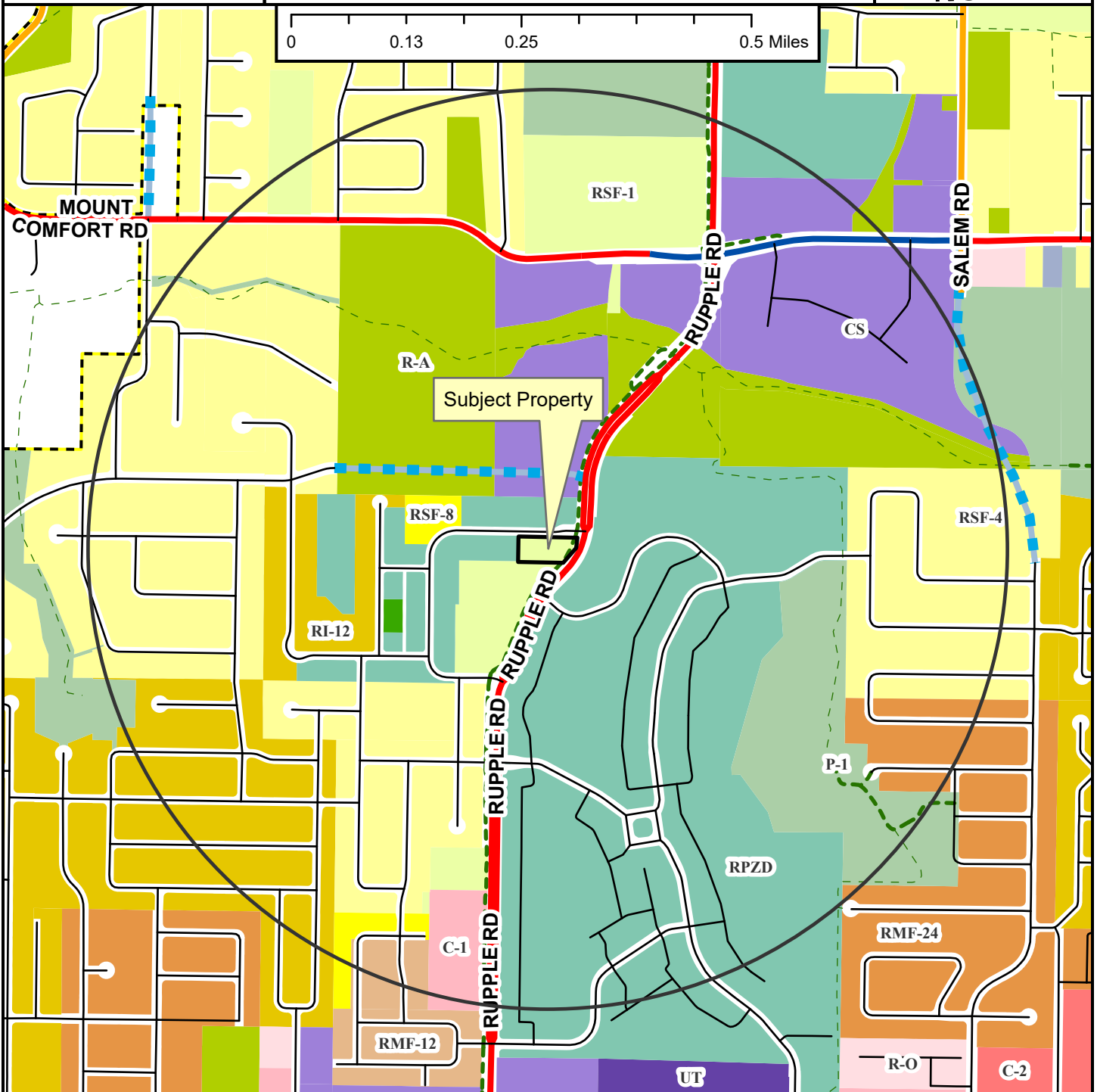
RZN-2025-0026

1893 N. RUPPLE RD

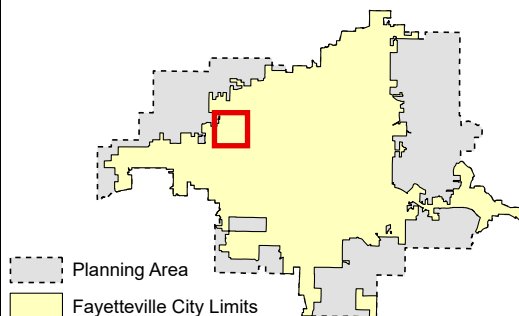
One Mile View



0 0.13 0.25 0.5 Miles



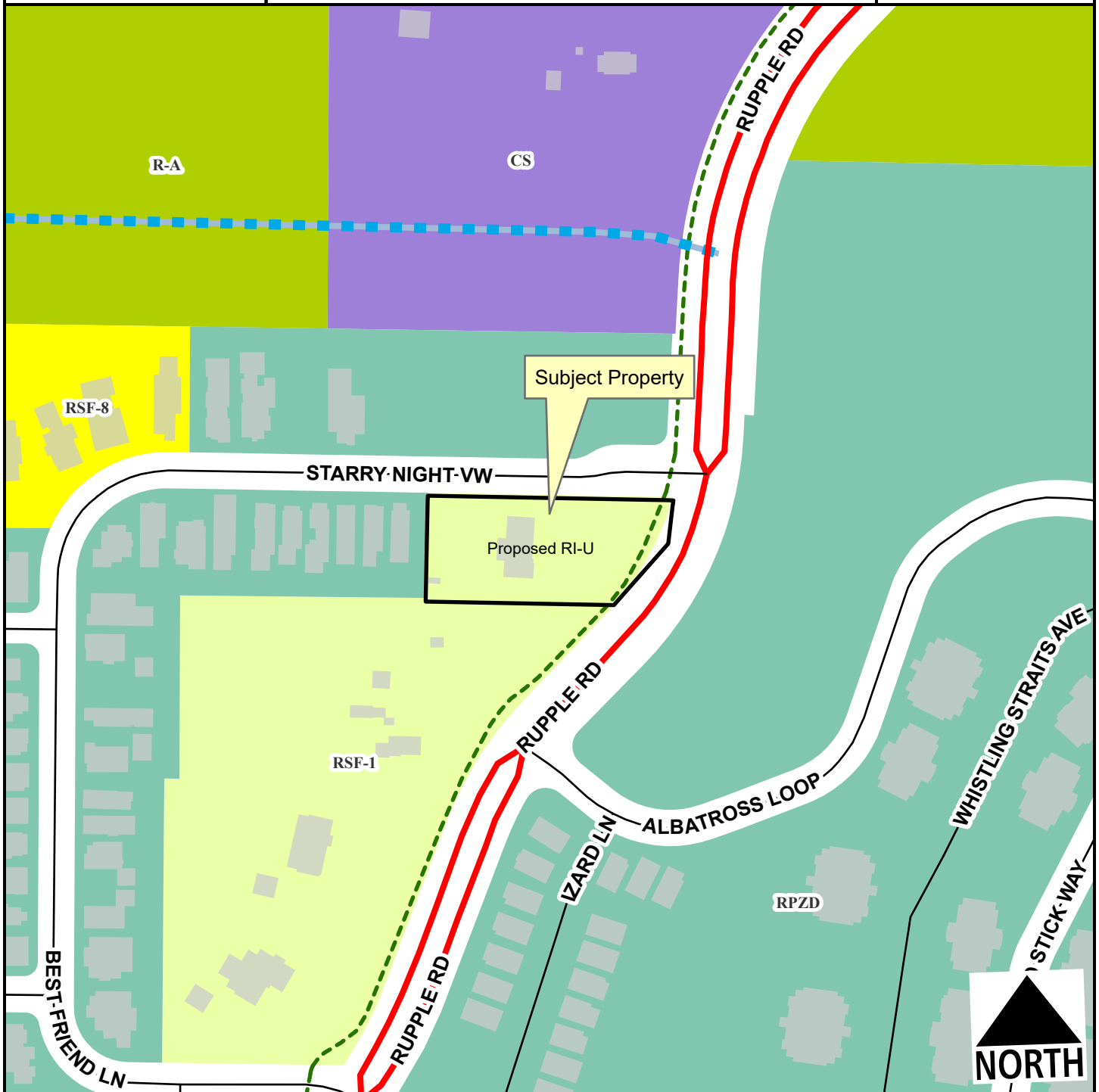
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



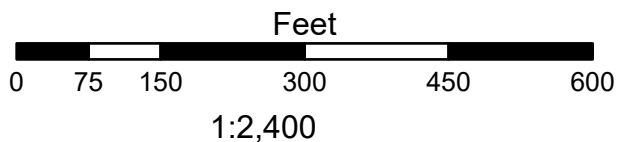
RZN-2025-0026

1893 N. RUPPLE RD

Close Up View



- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits



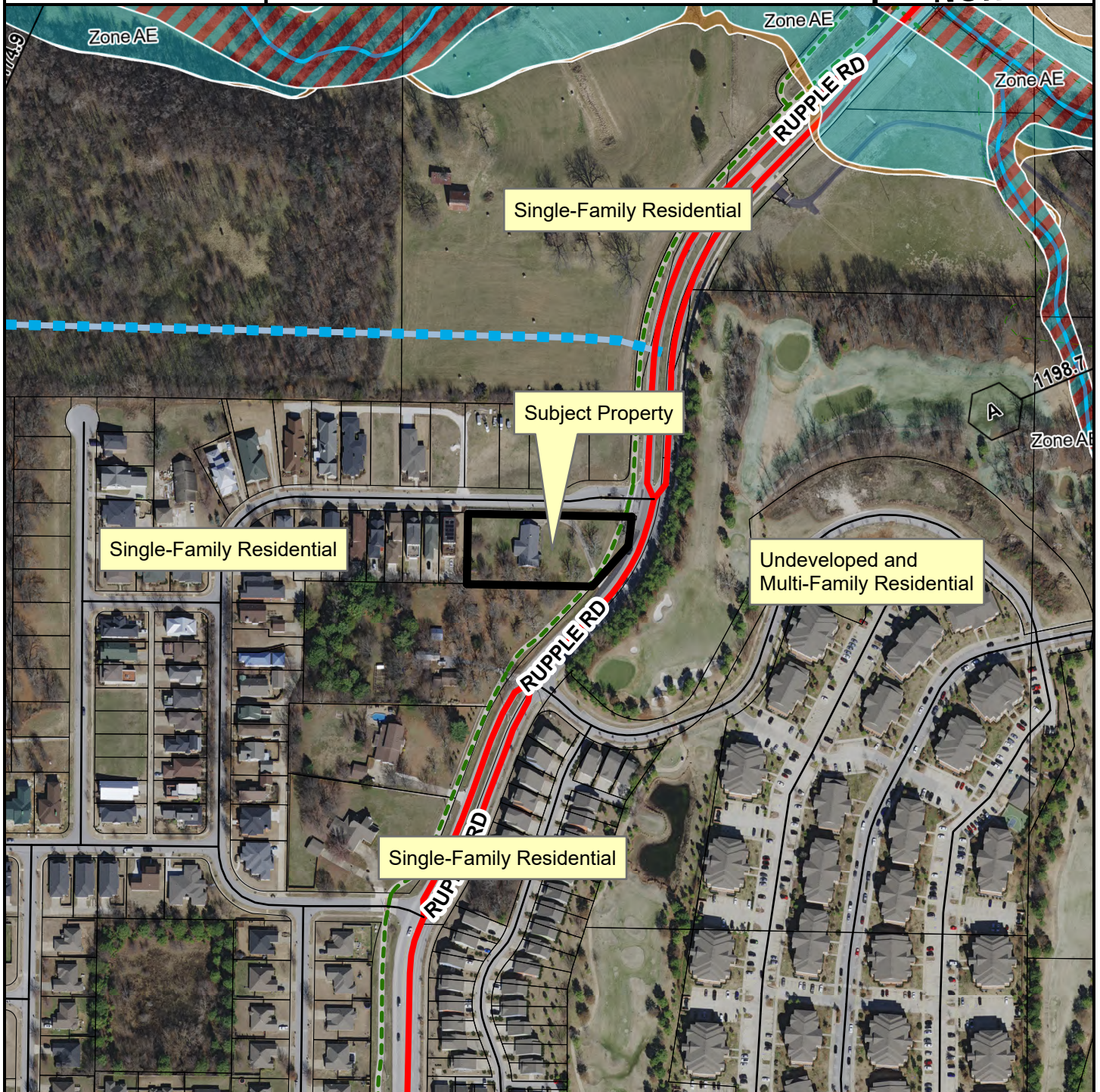
Zone	Current	Proposed
RI-U	0.0	1.0
RPZD	0.0	0.0
RSF-1	1.0	0.0

Total 1.0 ac

RZN-2025-0026

1893 N. RUPPLE RD

Current Land Use



- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



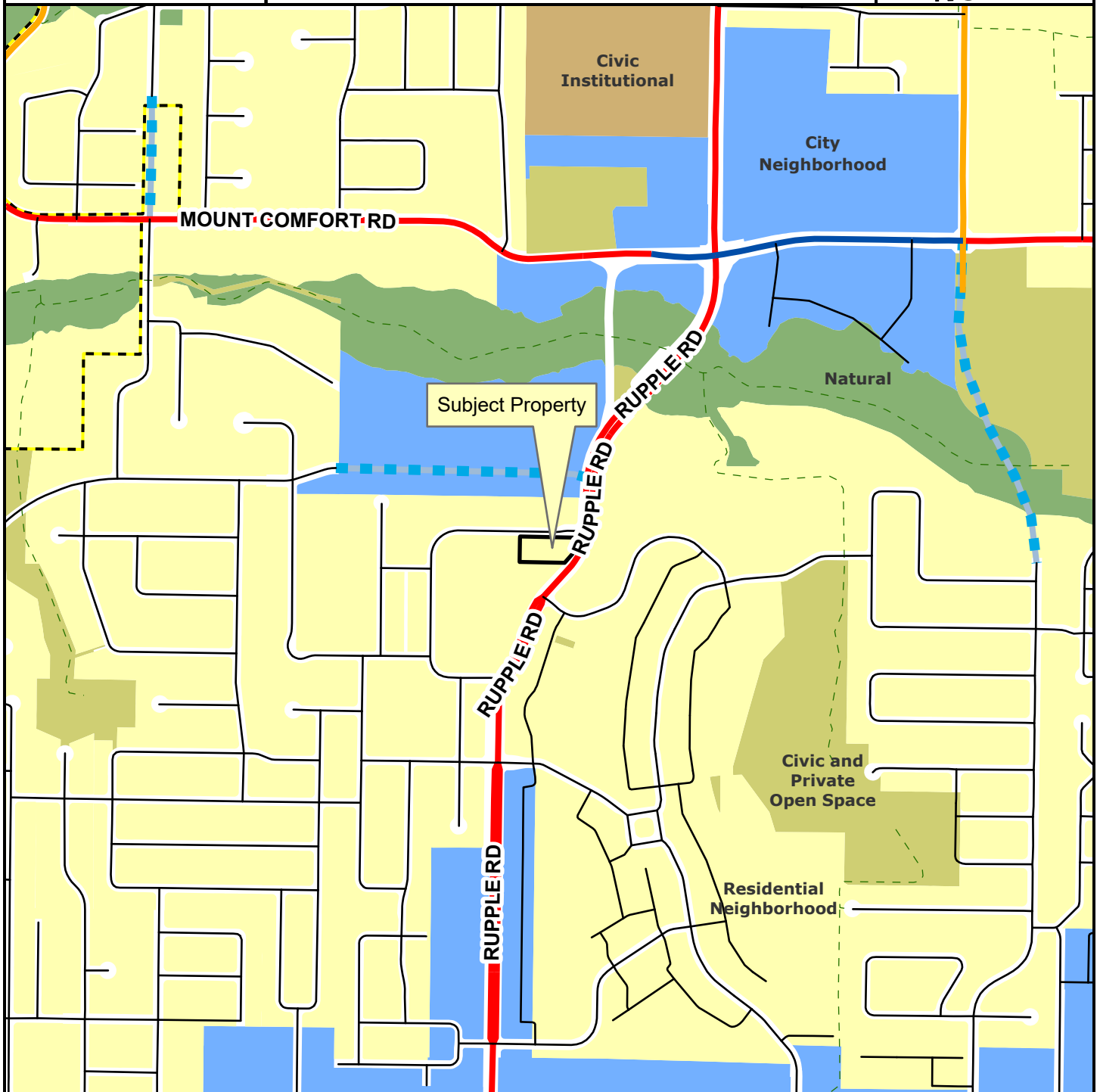
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

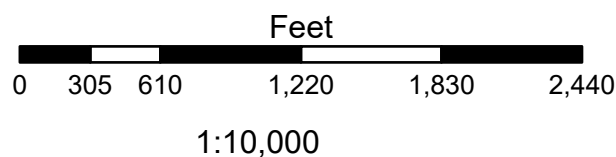
RZN-2025-0026

1893 N. RUPPLE RD

Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Erin Conrad
2536 E Sweetbriar Dr
Fayetteville, AR 72703
erconrad@gmail.com
479-544-3126

June 18, 2025

Fayetteville Planning Division
113 W. Mountain Street

Fayetteville, AR 72701

Re: Rezoning Request for 1893 N. Rupple Rd – RI-U with Bill of Assurance

Dear Planning Staff and Honorable Members of the City Council,

I am writing to formally request the rezoning of the property located at 1893 N. Rupple Rd, Fayetteville, AR 72704 from RSF-1 to RI-U. This request is accompanied by a Bill of Assurance that places clear and enforceable restrictions on the development to ensure it is consistent with the surrounding area and addresses concerns raised during the prior rezoning application that was denied.

The primary reason we are requesting RI-U zoning is due to lot width requirements. Our proposed development requires lot widths that are approximately 37 feet, which closely matches the adjacent properties to the West on W Starry Night View. However, alternative zoning classifications such as RSF-8 and RSF-12, which were previously suggested by Council members, both require a minimum lot width of 50 feet, making them unworkable for our intended site layout.

This proposed rezoning will not unreasonably adversely affect or conflict with surrounding land uses. In fact, it is designed to complement the character and scale of the adjacent Oakbrooke neighborhood. The property is located in a transitional area where slightly increased density is appropriate and already present nearby. The homes we intend to build will maintain a residential appearance and be consistent with existing architectural styles.

To further ensure compatibility, we have included a Bill of Assurance that limits development on the property to:

- No more than eight total units,
- A minimum of 1,600 square feet of heated living space per home (except one corner lot),

- Inclusion of garages or carports for all new dwellings,
- High-quality exteriors using natural materials (no vinyl siding),
- Landscaped yards and attractive fencing in line with the surrounding area,
- A commitment to unified architectural design that mirrors the traditional styles found in Oakbrooke (such as craftsman, prairie, or Tudor),
- Minimized curb cuts and thoughtful access planning to reduce traffic impacts on Starry Night View.

We believe this rezoning request is both reasonable and responsible. It aligns with Fayetteville's goals for smart growth, encourages infill development, and preserves neighborhood character while offering a small increase in housing opportunity.

Thank you for your time and consideration. We would be happy to discuss this request further and look forward to working with you throughout the review process.

Sincerely,
Erin Conrad

A handwritten signature in black ink, appearing to read "Erin Conrad". The signature is fluid and cursive, with the first name "Erin" and last name "Conrad" clearly distinguishable.

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of my request for a zoning reclassification of RI-U for the following property: 1893 N. Ruppel Rd Fayetteville, AR 72704, I, as the authorized agent for the owner or buyer of this property, Clint Penzo (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 (requested rezoning) shall be limited to the following Permitted Uses:
 - a. Single-family dwellings or two (2) family dwellings or accessory dwellings.
2. Other restrictions including height of, number, and type of structures upon the property are limited to:
 - a. **Total Units:** The total unit count on the property shall not exceed 8 units, including both new and existing structures.
 - b. **Minimum Square Footage:** Homes constructed on the property shall contain a minimum of 1,600 square feet of heated floor space. Only the corner lot may contain smaller square feet of heated floor space.
 - c. **Garages:** Each new dwelling shall include a garage, carport, or a garage/carport hybrid accommodating at least two (2) vehicles.
 - d. **Exterior Materials:** The exterior of all structures shall be composed of no less than 70% wood or concrete board siding, brick, stone, or other natural materials. Vinyl siding is not permitted.
 - e. **Garden Walls and Fences:** All fencing shall be constructed of one of the following materials: wrought iron, decorative metal, wood, brick, stucco, or stone.
 - f. **Yards/Landscaping:** Front yards shall be landscaped within 90 days of a certificate of occupancy being issued by the City of Fayetteville.

- g. **Access:** All efforts will be made to minimize “curb cuts” into Starry Night by pursuing an easement to extend the existing alley and, failing that, leverage shared access onto Starry Night where possible.
- 3. Specific activities that will not be allowed upon Petitioner’s property include:
 - a. No mobile housing shall be placed on any lot.
- 4. Any other terms or conditions:
 - a. To address the concerns expressed by neighbors in the city council hearing, the intent has been and continues to be to develop the property to match the look and feel of existing homes on W Starry Night View. A unified community appearance benefits both the existing home owners as well as our own interests but until rezoning has been approved additional planning and specific development choices are on hold in an effort to manage irrecoverable costs. Many of these assurances are borrowed from Oakbrooke’s own covenants and the architectural intent is to match Oakbrooke’s “traditional Americana neighborhood with an emphasis on traditional american styling; craftsman style bungalows, prairie, savannah, american tudor and american italianate houses are preferred. Ranch, contemporary, modern, a-frame, log, or gambrel style structures may be permitted” where design limitations exist.

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, Clint Penzo, as the authorized agent of Petitioner **voluntarily offer** all such assurances and sign my name below.

Printed Name of Authorized Agent

Position or Title of Authorized Agent

Signature

Date

NOTARY OATH

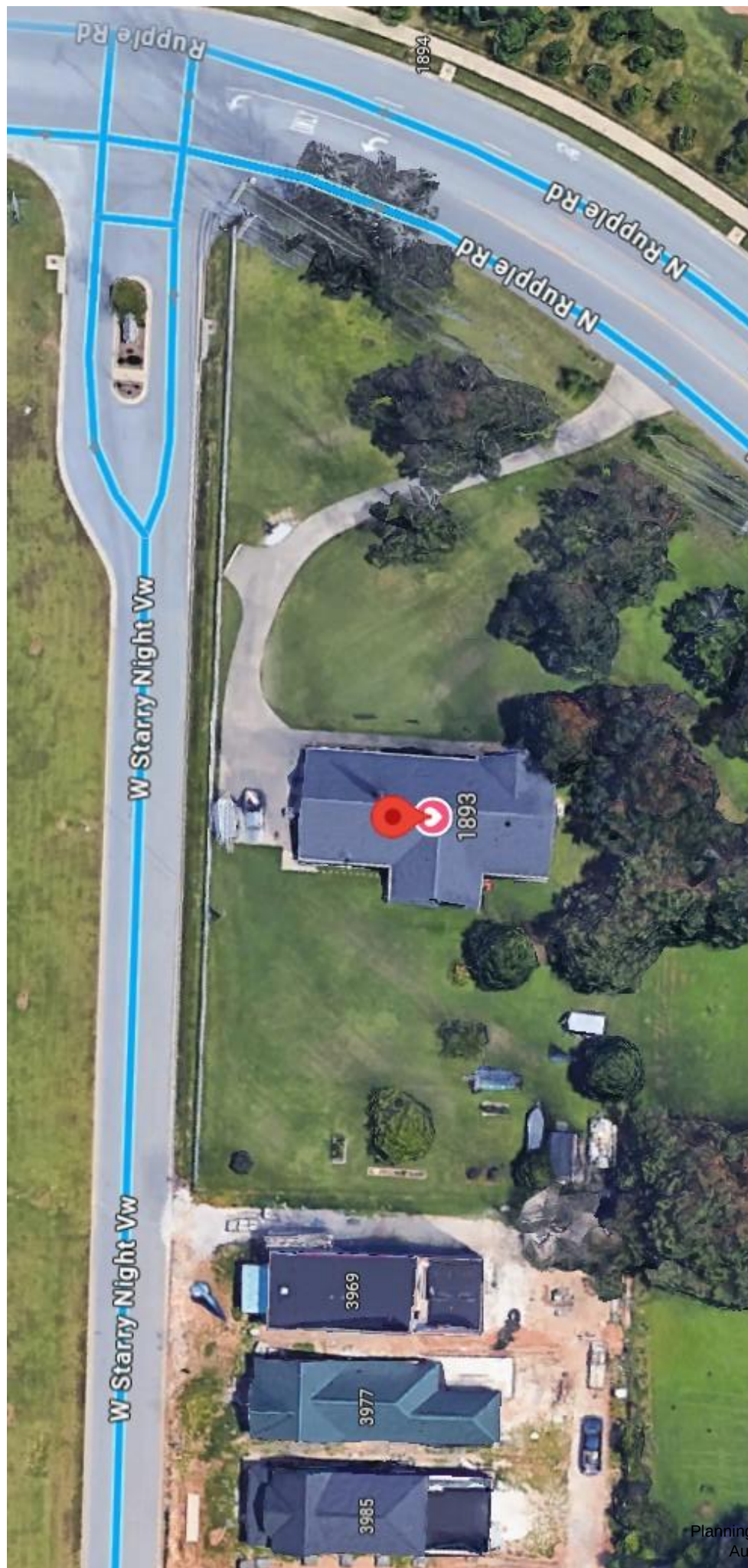
STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

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:

Current satellite view (Google Maps)



Current street view of next four neighbors (Google Maps)



Current street view of gap before next neighbor (Google Maps)



Desired end state



- Convert existing house to have front entrance layout matching the neighborhood
- Build two similar style houses in gap between existing house and first neighbor
- Make the two new builds match front facing (starry night) with sidewalk and similar curb appeal

Challenges to solve



1. Renovate existing property to move garage to back
2. Create way to access garages if all new properties have front entrances facing Starry Night
3. Add sewer to all properties

Four options for garage access with “option 3” mock up



Mock up of likely option based on our interpretation of feedback from prior City Council session.

1. Extend alleyway access from 3969 W Starry Night all the way through N Ruppel
2. Extend alleyway access from 3969 W Starry Night but deadend before N Ruppel (remove exit)
3. Cut a shared “T-Driveway” exiting onto W Starry Night with access all properties connected to this development but NOT the rest of the alleyway from 3969 W Starry Night
4. Cut a shared “T-Driveway” to access all properties connected to this development AND the rest of the alleyway from 3969 W Starry Night

Rezoning application

- We believe our planned development actually addresses most of the expressed neighborhood concerns:
 - Density - matches the rest of Starry Night (no high density apartments or tiny home community)
 - Traffic - not a material change or largely non impacting based on which design is chosen
 - Property values - a consistent fully developed street locks in community value to preserve or enhance neighbors' property values
- Our application was submitted to give us the flexibility to overcome the obstacles presented when trying to shift all garage access to be hidden from Starry Night while also not knowing if we will be allowed to connect to existing alleyways, N Ruppel or have to build our own "T-Drive".
- As property owner we want to know we can execute the planned vision prior to spending large amounts of engineering and planning money which is why the flexible rezoning application has been our first step.
- We happily added materially significant planned assurances to our application and will provide more conceptual mockups to help the city and our neighbors understand our vision

Rezoning application - Bill of Assurances

The area proposed to be rezoned to (requested rezoning) shall be limited to the following Permitted Uses:

- Single-family dwellings or two (2) family dwellings or accessory dwellings.

Other restrictions including height of, number, and type of structures upon the property are limited to:

- **Total Units:** The total unit count on the property shall not exceed 8 units, including both new and existing structures.
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Specific activities that will not be allowed upon Petitioner’s property include:

- No mobile housing shall be placed on any lot.

Any other terms or conditions:

- To address the concerns expressed by neighbors in the city council hearing, the intent has been and continues to be to develop the property to match the look and feel of existing homes on W Starry Night View. A unified community appearance benefits both the existing home owners as well as our own interests but until rezoning has been approved additional planning and specific development choices are on hold in an effort to manage irrecoverable costs. Many of these assurances are borrowed from Oakbrooke’s own covenants and the architectural intent is to match Oakbrooke’s “traditional Americana neighborhood with an emphasis on traditional american styling; craftsman style bungalows, prairie, savannah, american tudor and american italianate houses are preferred. Ranch, contemporary, modern, a-frame, log, or gambrel style structures may be permitted” where design limitations exist.

Compiled Public Comment

From: Tracy Hoskins <tkhoskins@paradigmtnwa.com>

Sent: Friday, August 1, 2025 4:21 PM

To: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Neighbor and their commercial enterprise.

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.

RE: 1893 N Ruppel.

I have spoken with Penzo, the person apparently governing this property at this time, a few times about the Starry Night on-street parking which is dangerous. There are construction and delivery vehicles going through there all day long and someone's car is going to get damaged, or worse. Then, they also park facing against traffic flow/direction, which confuses drivers, especially at night. I also thought I recall the city passing an ordinance prohibiting the overnight parking of commercial vehicles/trailers on city streets. Maybe it doesn't apply to this. All of this while they have a very long drive and parking pads they aren't even utilizing.

I have also mentioned to Penzo about the condition of the property as they appear to be running a commercial trash/dump trailer business. The number of trucks parked in the yard with the trash trailers is growing as well. This is screenshot from earlier this year. You can see by the attached pics, business appears to be picking up.



Compiled Public Comment

This is not the appropriate setting for such an enterprise. I am pretty sure the property isn't zoned for it as well.

Neither the on-street parking nor the commercial venture, especially one of this nature is appropriate for this area.

Speaking on behalf of several Oakbrooke residents, and speaking on my own behalf, we'd sure appreciate it if the city would look into this and do what they can address this issue and to ensure it doesn't continue into the future.

Thanks so much!

Tracy K. Hoskins President



1907 Best Friend Lane
Fayetteville, AR 72704
C. (479) 236-6636



Virus-free. www.avg.com

From: Hyke, Bliss <ehyke@fayetteville-ar.gov>

Sent: Monday, August 4, 2025 2:20 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: RZN-2025-0026 (1893 N RUPPLE RD FAYETTEVILLE, AR 72704)

Jessie,

I have started a code case for (1893 N RUPPLE RD FAYETTEVILLE, AR 72704). The complaint is "It appears that Fresh Start Junk Removal <https://fsjunkremoval.com/> is running their business illegally on a residential lot and building. Their business license BLH-0279-2025 is listed as a Home Based Consultant at 1893 N RUPPLE RD. However, it appears that all their heavy equipment used for their business is parked and operated their too. 1893 N RUPPLE RD is zoned RSF-1 Residential Single-Family." I have an inspection scheduled for tomorrow

Compiled Public Comment

to take photographs of the property. They do have active license BLH-0279-2025 • Fresh Start Junk Removal LLC (1893 N RUPPLE RD FAYETTEVILLE, AR 72704). I wanted to give a heads up since they do have a RZN in review.

Bliss Hyke

Planning Technician

Development Services

City of Fayetteville, Arkansas

479.575.8362

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)





MEETING OF SEPTEMBER 2, 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, Senior Planner

SUBJECT: **RZN-2025-0030: Rezone (2135 E. HUNTSVILLE RD/SCHOBY, 566): Submitted by DONNA AND KEN SCHOBY for property located at 2135 E. HUNTSVILLE RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.81 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located in east Fayetteville at the southwest corner of the intersection E. Huntsville Rd. and S. Jerry Ave. about 1/3 mile south of Happy Hollow Elementary School. The property contains one parcel totaling 0.81 acres which is currently developed with a 1,984-square-foot single-family house constructed in 1936 per the Washington County Assessor. The property is not part of any zoning overlay or master plan area.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to UN, Urban Neighborhood.

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: Staff finds the proposed zoning of UN, Urban Neighborhood to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form, lot width, and density. Nonresidential uses are also present nearby and include Fire Station #3, restaurants and cafes, a gas station, a funeral chapel, and assorted retail. The uses permitted by right in UN, which include all types of dwellings as well as some commercial uses such as general business, offices, and eating places, are directly compatible with the existing land uses in this area. Staff finds the addition of limited commercial on a corner lot could be a benefit to the existing residents and that the small size of the lot and a three-story height limitation is likely to mitigate negative impacts that could result from larger commercial developments. Additionally, the property is located on a high-activity regional link (E. Huntsville Rd.) that can support additional vehicular traffic.

Uses allowed conditionally in UN, including hotels, neighborhood shopping, and small-scale production, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

determine full compatibility. When compared to the site's current zoning designation of RSF-4, UN would allow for a substantial increase in residential density, however staff finds that this is unlikely to negatively affect the neighborhood given the small size of the property and relatively limited uses of the requested district. Additionally, there have been recent successful rezoning requests in the area which have slowly increased the existing density of the area and have begun shifting the area to a more mixed-use nature. Staff finds a rezoning to UN could complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable urban living.

While UN would permit narrower and smaller lots than zoning currently allows (12 feet versus 80 feet for single-family dwellings, 8,000 sf lot size minimum versus none), staff finds the small size of the parcel and other design standards such as tree preservation, parking, and access will likely limit development.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a City Neighborhood Area, which encourages the widest spectrum of uses and encourages density in all housing types, from single family to multi-family, as well as commercial uses at street intersections and along major corridors. The UN zoning district would allow for a mix of residential densities that are urban in form as well as neighborhood-appropriate commercial uses. If the property were to be redeveloped or subdivided, staff finds that UN would encourage an environment that is more appealing to pedestrians and would reduce the visual impact of parking areas. The property has a moderate weighted infill score of 7 which indicates that the site could accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1, #3, and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing that could enable residents to remain in the neighborhood as their housing needs change. The commercial opportunities of UN would also promote the creation of compact, complete, and connected development.

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:

1. 4-Minute Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
2. Near Sewer Main (6-inch main, E. Huntsville Rd. and on property.)
3. Near Water Main (12-inch main, E. Huntsville Rd. | 6-inch-main, S. Jerry Ave.)
4. Near City Park (White River Park)
5. Near ORT Bus Stop (Huntsville & Ray | Huntsville & Crossover)
6. Appropriate Future Land Use

DISCUSSION:

At the August 11, 2025, Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. No members of the public spoke at the meeting, and Commissioners offered little comment, finding the request to be compatible with surrounding land uses and future land use goals. Commissioner Garlock made the motion and Commissioner Payne seconded.

BUDGET/STAFF IMPACT:

NA

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 #: 2025-1509

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-30 FOR APPROXIMATELY 0.81 ACRES LOCATED AT 2135 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD

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, 4 Units Per Acre to UN, Urban Neighborhood.

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.



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

Ordinance: 6905

File Number: 2025-1509

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-30 FOR APPROXIMATELY 0.81 ACRES LOCATED AT 2135 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD

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, 4 Units Per Acre to UN, Urban Neighborhood.

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.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas.
Amount Paid: \$

City of Fayetteville Staff Review Form

2025-1509

Item ID

9/2/2025

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

Jonathan Curth

8/15/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0030: Rezone (2135 E. HUNTSVILLE RD/SCHOBY, 566): Submitted by DONNA AND KEN SCHOBY for property located at 2135 E. HUNTSVILLE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.81 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

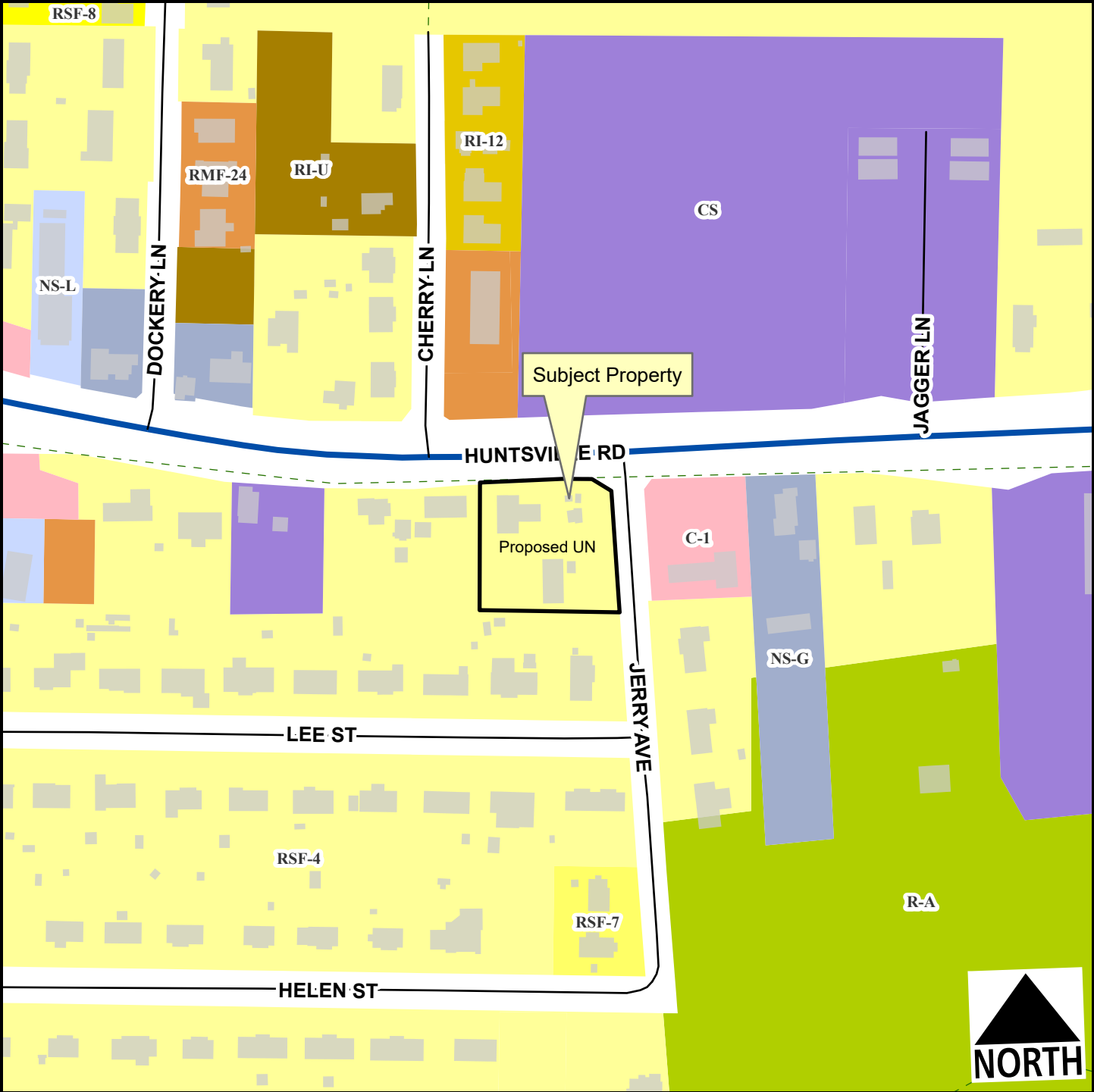
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Regional Link - High Activity Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 075150300450600 1:2,400	Zone Current Proposed RSF-4 0.8 0.0 UN 0.0 0.8
		Total0.8ac

RZN-2025-0030

EXHIBIT B

LEGAL DESCRIPTION

2135 E HUNTSVILLE RD

FAYETTEVILLE, AR 72701

GIS Approved
07/08/2025

Part of the Northwest Quarter (NW $\frac{1}{2}$) of the Northeast Quarter (NE) of Section Twenty-three (23) in Township Sixteen (16) North of Range Thirty (30) West, and being more particularly described as follows, to-wit: Beginning at a point in the center line of Highway No. 16, which is Five Hundred eighty-three and five-tenths (583.5) feet South and North 88°50' East ninety (90) feet from the North West corner of said forty (40) acre tract; thence South Two Hundred eight and eight-tenths (208.8) feet to North line of Block One (1) in Watson Addition to the City of Fayetteville, Arkansas, as shown upon the recorded plat thereof, on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas; thence East along the North line of said Addition to the West line of Jerry Avenue; thence Northerly with West line of said Avenue to Center Line of said Highway No. 16; thence Westerly with center line of said Highway One hundred eighty (180) feet, more or less, to the point of beginning.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: August 11, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0030: Rezone (2135 E. HUNTSVILLE RD/SCHOBY, 566):**
Submitted by DONNA AND KEN SCHOBY for property located at 2135 E. HUNTSVILLE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.81 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0030** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0030** to the City Council with a recommendation for approval."*

BACKGROUND:

The subject property is located in east Fayetteville at the intersection of E. Huntsville Rd. and S. Jerry Ave. about 1/3 mile south of Happy Hollow Elementary School. The property contains one parcel totaling 0.81 acres which is currently developed with a 1,984-square-foot single-family house constructed in 1984 per the Washington County Assessor. The property is not part of any zoning overlay or master plan area. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Mixed-Density Residential	RMF-24, Residential Multifamily, 24 Units per Acre CS, Community Services
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Restaurant	C-1, Neighborhood Commercial
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, 24 Units per Acre, to UN, Urban Neighborhood.

Public Comment: To date, staff has not received any public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The subject area has frontage along E. Huntsville Rd., a fully improved High Activity Regional Link with asphalt paving, sidewalk, curb and gutter. The subject area also has frontage along S. Jerry Ave., a partially improved Residential Link with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal.
- Water:** Public water is available to the subject property. There is an existing 12-inch water main along E. Huntsville Rd. and an existing 6-inch water main along S. Jerry Ave.
- Sewer:** Sanitary sewer is available to the subject property. There is an existing 6-inch sewer main along E. Huntsville Rd. and on the south side of the subject property. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 640 linear feet downstream of this property.
- Drainage:** No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams or hydric soils are present on the subject property. Any improvements or requirements for drainage will be determined at time of development.
- Fire:** Station 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 0.4 miles from the fire station with an anticipated drive time of approximately two minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.
- Police:** The Police Department did not comment on this request.
- Tree Preservation:**
The proposed zoning district of UN, Urban Neighborhood, requires **15% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, 24 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 a **City Neighborhood** area.

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 ranged score of 6 for this site with a weighted score of 7. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (6-inch main, E. Huntsville Rd. and on property.)
- Near Water Main (12-inch main, E. Huntsville Rd. | 6-inch-main, S. Jerry Ave.)
- Near City Park (White River Park)
- Near ORT Bus Stop (Huntsville & Ray | Huntsville & Crossover)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of UN, Urban Neighborhood to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form, lot width, and density. Nonresidential uses are also present nearby and include Fire Station #3, restaurants and cafes, a gas station, a funeral chapel, and assorted retail. The uses permitted by right in UN, which include all types of dwellings as well as some commercial uses such as general business, offices, and eating places, are directly compatible with the existing land uses in this area. Staff finds the addition of limited commercial on a corner lot could be a benefit to the existing residents and that the small size of the lot and a three-story height limitation is likely to mitigate negative impacts that could result from larger commercial developments. Additionally, the property is located on a high-activity regional link (E. Huntsville Rd.) that can support additional vehicular traffic.

Uses allowed conditionally in UN, including hotels, neighborhood shopping, and small-scale production, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility. When compared to the site's current zoning designation of RSF-4, UN would allow for a substantial increase in residential density, however staff finds that this is unlikely to negatively affect the neighborhood given the small size of the property and relatively limited uses of the requested district. Additionally, there have been recent successful rezoning requests in the area which have slowly increased the existing density of the area and have begun shifting the area to a more mixed-use nature. Staff finds a rezoning to UN could complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable urban living.

While UN would permit narrower and smaller lots than zoning currently allows (12 feet versus 80 feet for single-family dwellings, 8,000 sf lot size minimum versus none), staff finds the small size of the parcel and other design standards such as tree preservation, parking, and access will likely limit development.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a City Neighborhood Area, which encourages the widest spectrum of uses and encourages density in all housing types, from single family to multi-family, as well as commercial uses at street intersections and along major corridors. The UN zoning district would allow for a mix of residential densities that are urban in form as well as neighborhood-appropriate commercial uses. If the property were to be redeveloped or subdivided, staff finds that UN would encourage an environment that is more appealing to pedestrians and would reduce the visual impact of parking areas. The property has a moderate weighted infill score of 7 which indicates that the site could accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1, #3, and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing that could enable residents to remain in the neighborhood as their housing needs change. The commercial opportunities of UN would also promote the creation of compact, complete, and connected development.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning from RSF-4 to UN is justified. Rezoning to UN would allow for infill development that is consistent with the City's planning objectives and policies. Multiple recent rezonings to urban form-based and mixed-use zoning districts in recent years indicate the area is primed to redevelop in a more urban form. This rezoning would further contribute to that redevelopment.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property to UN has the potential to increase traffic along adjacent streets. While staff has some concerns about the potential for an increase in the number of lots fronting E. Huntsville Rd., staff also finds that UDC 166.08 Access Management Standards allows for regulation of access and driveway standards with future subdivisions of land that could mitigate increased traffic hazards. Additionally, the small size of the lot and city development standards such as tree preservation, drainage, and landscaping standards are likely to provide a natural limit on the development potential of the subject area.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from RSF-4 to UN has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property has access to existing water and sanitary

sewer infrastructure and is close to other public services. 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-2025-0030 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION		Required	<u>YES</u>
Date: <u>August 11, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: GARLOCK	"I move to forward RZN-2025-0030 to the City Council with a recommendation for approval."		
Second: CABE			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.07 – RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.37 Urban Neighborhood
- Long Range Planning Memo
- Project Maps
 - 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.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 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.

161.37 Urban Neighborhood

- (A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 6830, §1(Exh. A), 1-7-25)



TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: August 11, 2025

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0030

RECOMMENDATION:

Advisory Only: Property owner and/or applicant 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 0.81 acres from RSF-4, Residential Single-Family, Four Units per Acre to UN, Urban Neighborhood. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Heritage & Historic Preservation Plan*.

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)

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:

From a historic perspective, the request is appropriate as UN would provide options for mixed-use development with a 0-25' build-to zone, which aligns with historic patterns along a regional link.

Property History:

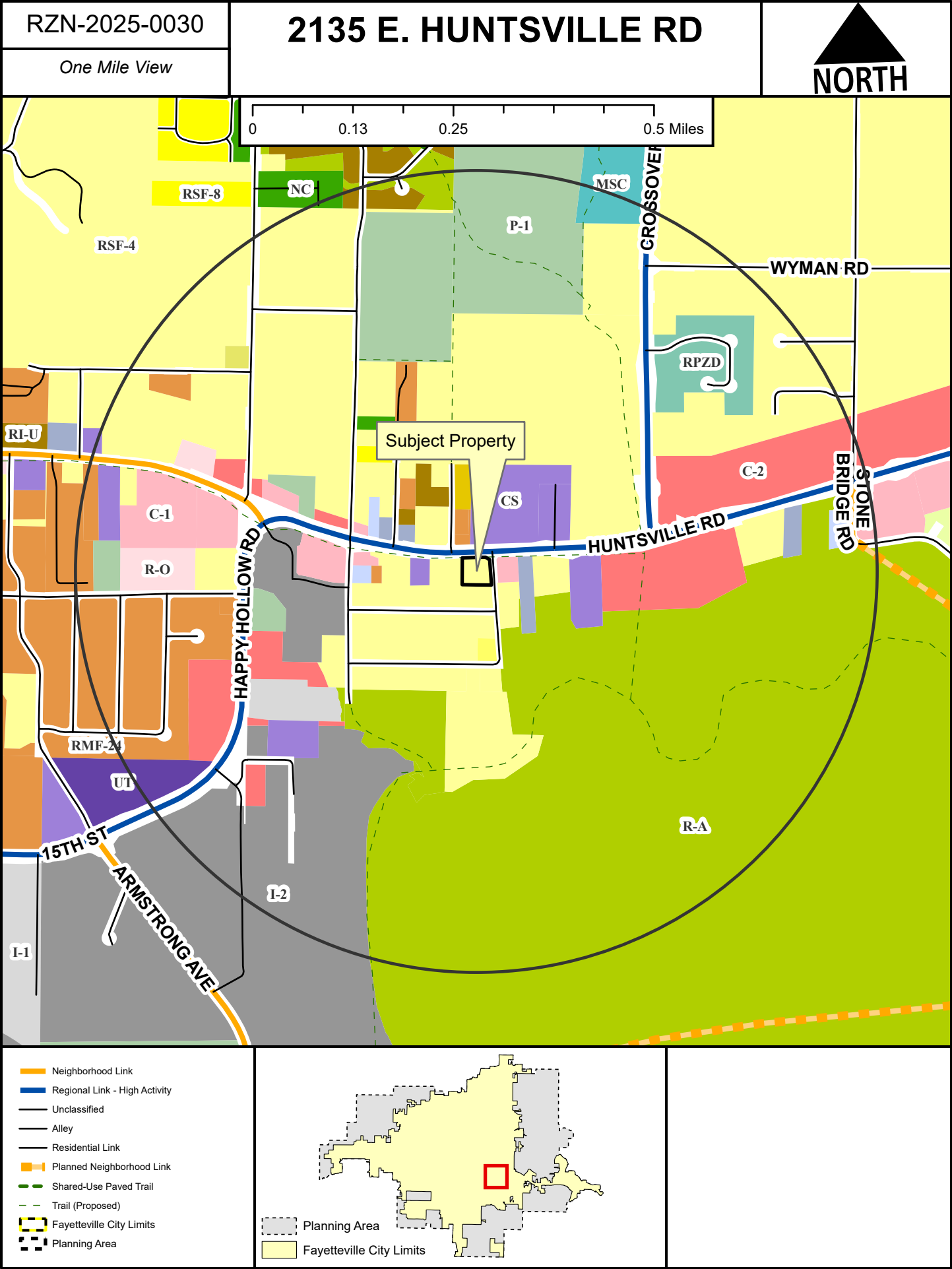
The property contains a single-family dwelling constructed ca. 1936, according to the County Assessors Records. This represents a unique Ozark Giraffe style residence, a style becoming increasingly rare in Fayetteville. This particular example combines details commonly seen in Tudor Revival style architecture, like the steeply gabled entry, prominent chimney, and catslide on the left roof slope.

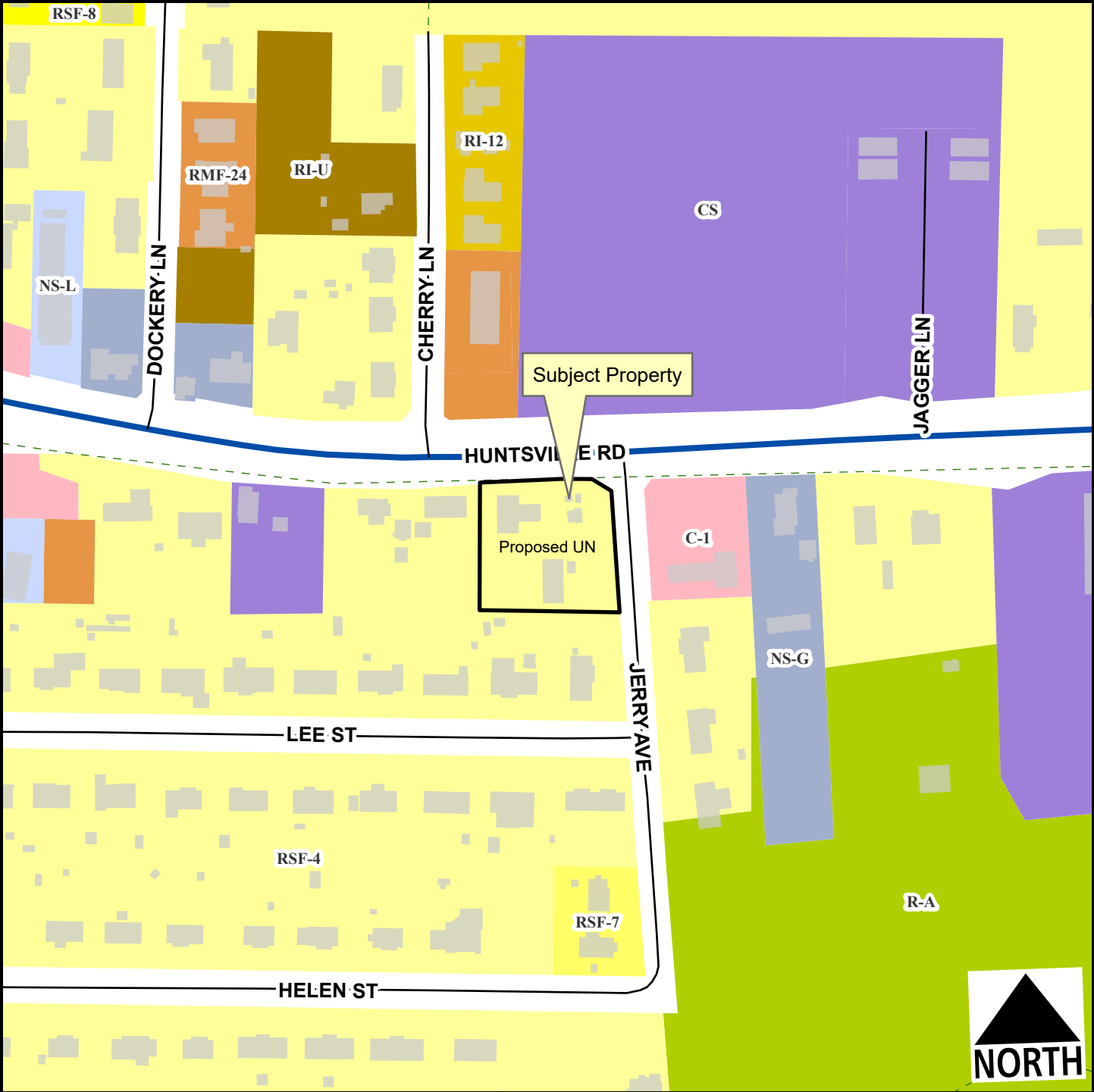
**ATTACHMENTS:**

1965 Aerial Imagery



Aerial imagery prior to 1965 does not include the subject area.





Regional Link - High Activity Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 0 75 150 300 450 600 1:2,400	<table><thead><tr><th><u>Zone</u></th><th><u>Current</u></th><th><u>Proposed</u></th></tr></thead><tbody><tr><td>RSF-4</td><td>0.8</td><td>0.0</td></tr><tr><td>UN</td><td>0.0</td><td>0.8</td></tr><tr><td colspan="2">Total</td><td>0.8 ac</td></tr></tbody></table>	<u>Zone</u>	<u>Current</u>	<u>Proposed</u>	RSF-4	0.8	0.0	UN	0.0	0.8	Total		0.8 ac
<u>Zone</u>	<u>Current</u>	<u>Proposed</u>												
RSF-4	0.8	0.0												
UN	0.0	0.8												
Total		0.8 ac												

RZN-2025-0030

2135 E. HUNTSVILLE RD

Current Land Use



- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

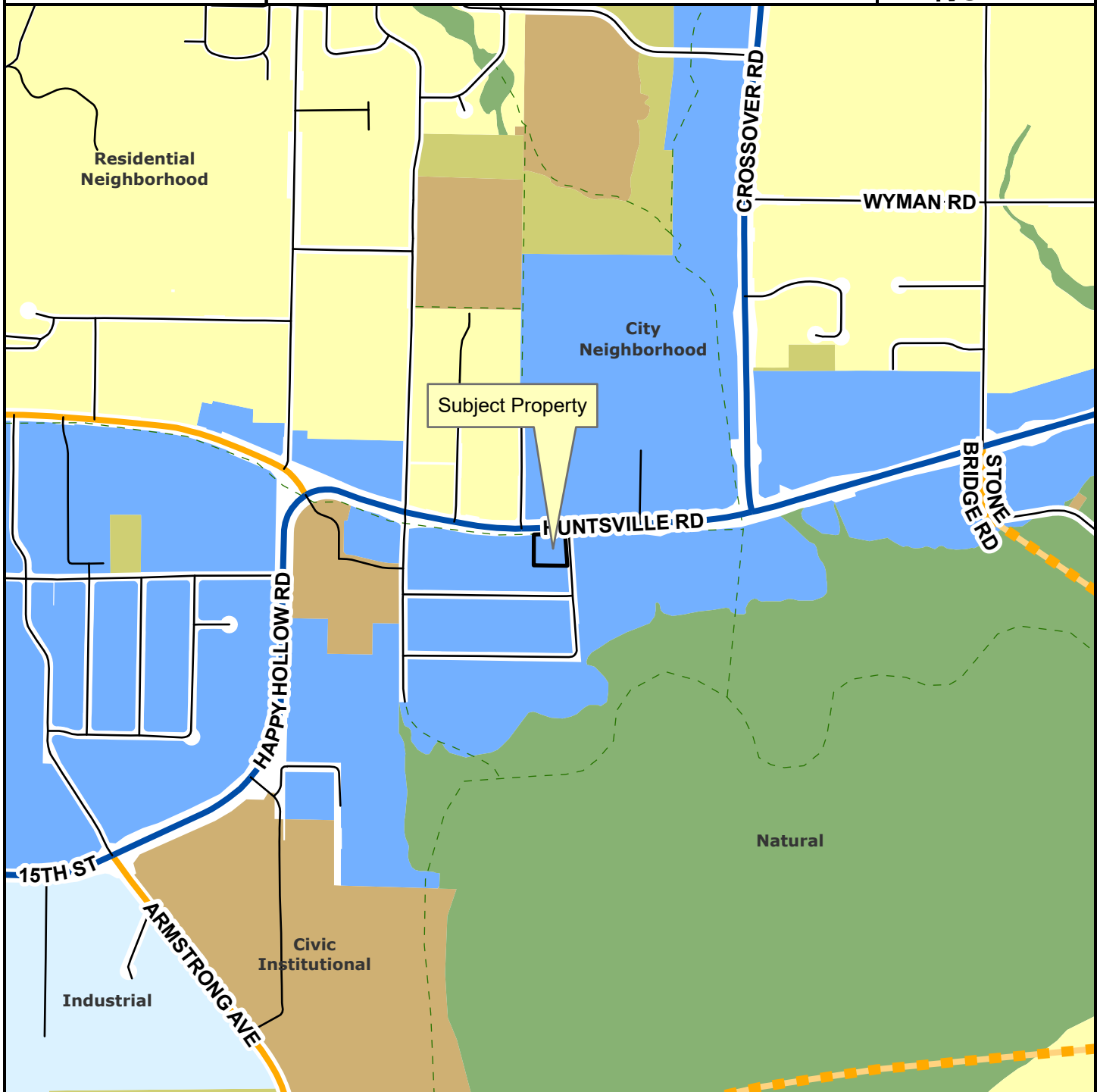
- 100-Year Floodplain
- Floodway

RZN-2025-0030

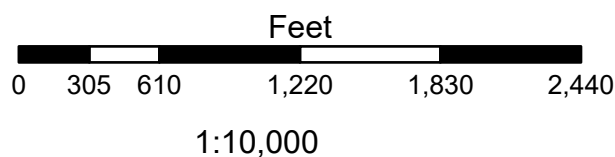
2135 E. HUNTSVILLE RD



Future Land Use



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Statement of Compatibility and Impact Regarding Proposed Rezoning

2135 E Huntsville Rd, Fayetteville, AR 72701

The proposed rezoning to Urban Neighborhood is compatible with the surrounding properties and land uses due to its alignment with the existing development patterns and the long-term vision for Fayetteville. The rezoning reflects a logical transition in land use that supports orderly growth, enhances the character of the neighborhood, and addresses current market demands. The rezoning will not be unreasonable or conflict with surrounding land uses. It would complement the current land use in this area. It would be expected to enhance property values and improve the functionality of the area through improved infrastructure, better land utilization and increased opportunities for housing or business development in accordance with community needs. In summary, the proposed rezoning supports compatible development, respects existing land uses, and promotes a balanced and sustainable land use pattern within the surrounding community.

July 18, 2025

To Whom It May Concern,

The concerns regarding the potential impact on 2135 E Huntsville Rd regarding street access.

There are no plans to change the features of the driveway.

Thank you,

Donna Schoby

Donna Schoby

Homeowner



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0028: Rezoning (261 E. ROCK ST/DAVIS, 524): Submitted by WESLEY BATES for property located at 261 E. ROCK ST. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

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 immediately east of Downtown Fayetteville. The "Historic Black Community of Southeast Fayetteville Historic Context Statement" published in 2025 outlines a significant history of urban renewal and associated property razing and relocation of residents that occurred in this neighborhood in the 20th century. The property initially received its zoning classification of R-2, Medium Density Residential in 1970, which was later modified to RMF-24, Residential Multi-Family, 24 Units per Acre. The property contains 0.40 acres, is currently undeveloped, and abuts Ralph "Buddy" Hayes Park to the west. The Spout Spring Branch, a protected stream, passes through portions of the site with associated development protections.

Request: The request is to rezone the subject property from RMF-24, Residential Multi-Family, 24 Units per Acre, to UN, Urban Neighborhood.

Public Comment: No public comment was received on this item.

Land Use Compatibility: Staff finds the proposed zoning of UN, Urban Neighborhood to be largely compatible with the surrounding mix of residential and non-residential uses. The subject property is close to the Yvonne Richardson Center, St. James Baptist Church's Squire Jehagan Outreach Center, and downtown Fayetteville. Like the existing RMF-24 zoning district, UN is an urban district which has a 0 to 25-foot build to zone, promoting pedestrian-oriented development by encouraging buildings to be constructed closer to the street. Urban Neighborhood is designed to support a diverse range of housing types that reflect the established character of other residential areas near Fayetteville's core. Compared to RMF-24, UN zoning allows for smaller lot sizes, a wider range of permitted land uses, reduced setbacks, and increased residential densities. Where RMF-24 allows for building heights of up to five stories, UN would only allow maximum building heights of three stories. With UN allowing for a more moderate development pattern, it may promote a development pattern that is more compatible with the surrounding neighborhood while still supporting the City's goals for

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

encouraging infill and mixed-use development.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The UN zoning district would allow a greater variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 9 with a weighted score of 12.5, indicating it is a suitable location for infill development. In terms of City Plan 2040, staff finds that the requested rezoning could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 9 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (8" east side of property)
- Near Water Main (not immediately adjacent to property; S. Mill Avenue)
- Near U of A Campus (University of Arkansas)
- Near City Park (Buddy Hayes Park)
- Near Paved Trail (MLK and Marked Shared Roadway on S. Willow)
- Near ORT Bus Stop (Willow and Rock)
- Near Razorback Bus Stop (Downtown Square)
- Sufficient Intersection Density (Less than 400-foot block length)

DISCUSSION:

At the August 11, 2025 Planning Commission meeting, a vote of 9-0-0 forwarded this item to the City Council with a recommendation of approval. Commissioner Cabe made the motion with Commissioner McGetrick offering the second. Commissioners offered little comment, finding the request to be compatible with the surroundings. No public comment was heard or received on this item.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 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 #: 2025-1514

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-28 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 261 EAST ROCK STREET IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi-Family, 24 Units Per Acre to UN, Urban Neighborhood.

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.



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

Ordinance: 6906

File Number: 2025-1514

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-28 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 261 EAST ROCK STREET IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi-Family, 24 Units Per Acre to UN, Urban Neighborhood.

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.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas.
Amount Paid: \$

City of Fayetteville Staff Review Form

2025-1514

Item ID

9/2/2025

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

Jonathan Curth

8/15/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0028: Rezoning (261 E. ROCK ST/DAVIS, 524): Submitted by WESLEY BATES for property located at 261 E. ROCK ST. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

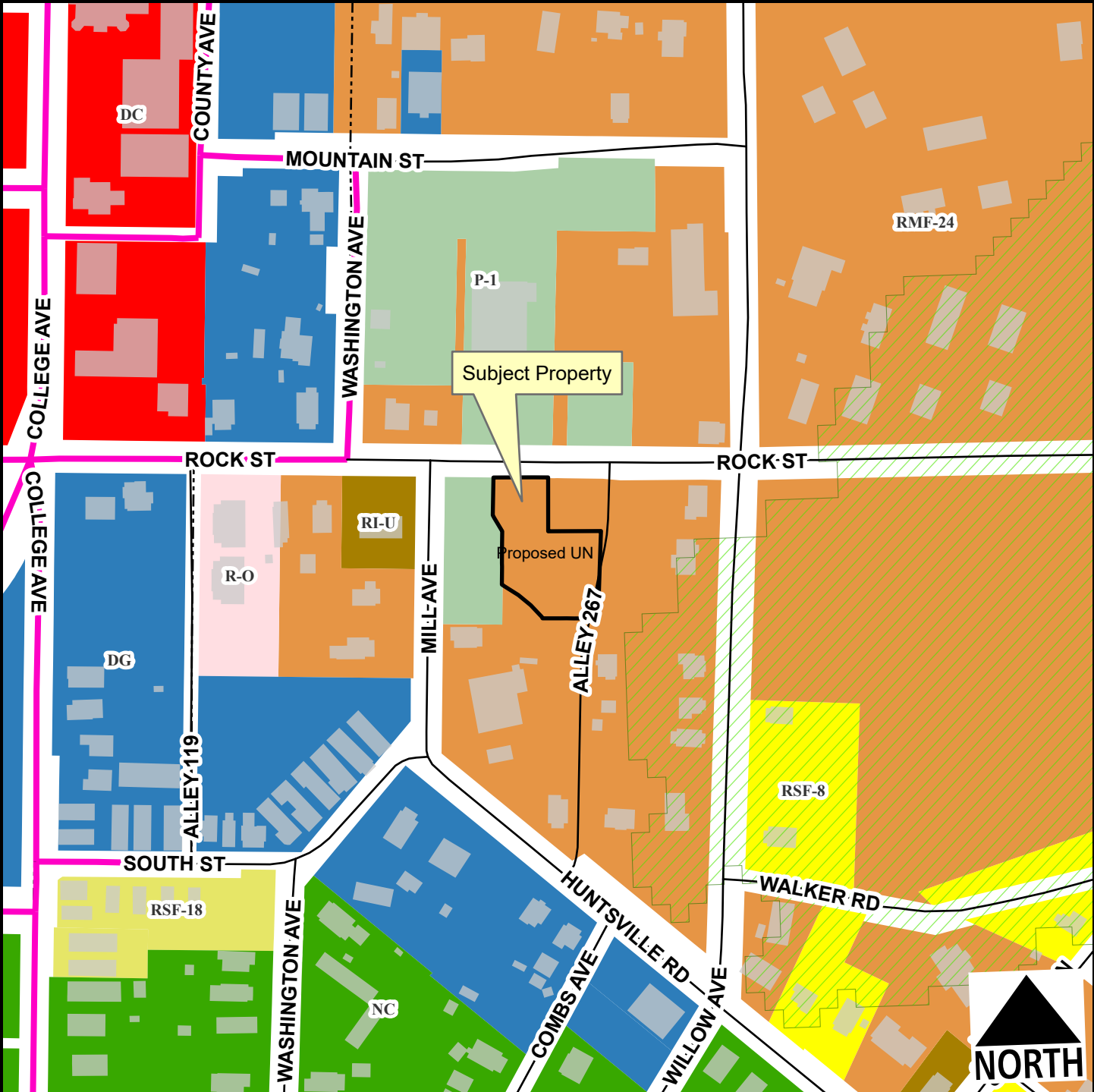
Comments:

RZN-2025-0028
<i>Close Up View</i>

Close Up View

261 E. ROCK ST

EXHIBIT A



-
- Urban Center
 - Alley
 - Residential Link
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Planning Area
 - Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

<u>Zone</u>	<u>Current</u>	<u>Proposed</u>
P-1	0.0	0.0
RMF-24	0.5	0.0
UN	0.0	0.5
Total		0.5 ac

Total	0.5 ac
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EXHIBIT B

PARCEL #765-06328-000:

A PART OF LOTS 7 AND 8 OF BLOCK 2 OF HENDRY'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 7 AND RUNNING THENCE S88°04'31"E 75.04' TO AN EXISTING REBAR,
THENCE S01°52'17"W 73.86' TO AN EXISTING REBAR,
THENCE S88°09'54"E 72.58' TO AN EXISTING REBAR,
THENCE S03°56'30"W 120.00' TO AN EXISTING REBAR,
THENCE N87°47'47"W 32.29',
THENCE N30°40'10"W 90.08',
THENCE N88°09'54"W 51.07',
THENCE N02°39'32"E 43.74' TO AN EXISTING REBAR,
THENCE N28°39'09"W 25.63' TO AN EXISTING REBAR,
THENCE N03°03'53"E 51.91' TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES, MORE OR LESS.
SUBJECT TO THAT PORTION IN EAST ROCK STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARCEL #765-06329-000:

A PART OF LOT 8 OF BLOCK 2 OF HENDRY'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
COMMENCING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 7 IN SAID BLOCK 2 AND RUNNING
THENCE S03°03'53"W 51.91' TO AN EXISTING REBAR,
THENCE S28°39'09"E 25.63' TO AN EXISTING REBAR,
THENCE S02°29'32"W 43.74' TO THE TRUE POINT OF BEGINNING AND RUNNING
THENCE S88°09'54"E 51.07',
THENCE S30°40'10"E 90.08',
THENCE N87°47'47"W 44.08' TO THE CENTERLINE OF SPOUT SPRING BRANCH,
THENCE ALONG SAID CENTERLINE THE FOLLOWING:
N20°33'44"W 1.95',
N41°54'48"W 22.21',
N48°25'14"W 22.09',
N55°31'34"W 26.90',
THENCE LEAVING SAID CENTERLINE N02°29'32"E 29.21' TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: August 11, 2025 **Updated with results**

SUBJECT: **RZN-2025-0028: Rezoning (261 E. ROCK ST/DAVIS, 524):** Submitted by WESLEY BATES for property located at 261 E. ROCK ST. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0028** to City Council with a recommendation for approval.

RECOMMENDED MOTION:

"I move to forward **RZN-2025-0028** to City Council with a recommendation for approval."

BACKGROUND:

The subject property is immediately east of Downtown Fayetteville in the Spout Spring Neighborhood. The "Historic Black Community of Southeast Fayetteville Historic Context Statement" published in 2025 outlines a significant history of urban renewal and associated property razing and relocation of residents that occurred in this neighborhood in the 20th century. The property initially received its zoning classification of R-2 in 1970, which was later modified to RMF-24. The property contains 0.40 acres and is currently undeveloped and is encumbered by a protected stream. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Yvonne Richardson Center	P-1, Institutional
South	Mixed Density Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Mixed Density Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Buddy Hayes Park	P-1, Institutional

Request: The request is to rezone the subject property from RMF-24, Residential Multi-Family, 24 Units per Acre, to UN, Urban Neighborhood.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE AND ENVIRONMENTAL ANALYSIS:

Streets: The subject area has a road frontage along East Rock Street, which is a fully improved Residential Link Street with asphalt paving, sidewalk and curb and gutter. 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 not available to the subject area.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present on the subject properties. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1,270 linear feet downstream of this property.

Drainage: Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development.

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 0.6 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of UN, Urban Neighborhood requires **15% minimum canopy preservation**. The current zoning district of RMF-24, Residential Multi-family, 24 Units per Acre requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing

conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (8" east side of property)
- Near Water Main (not immediately adjacent to property; S. Mill Avenue)
- Near U of A Campus (University of Arkansas)
- Near City Park (Buddy Hayes Park)
- Near Paved Trail (Marked Shared Roadway on S. Willow)
- Near ORT Bus Stop (Willow and Rock)
- Near Razorback Bus Stop (Downtown Square)
- Sufficient Intersection Density (Less than 400-foot block length)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of UN, Urban Neighborhood to be largely compatible with the surrounding mix of residential and non-residential uses. The subject property is close to the Yvonne Richardson Center, St. James Baptist Church's Squire Jehagan Outreach Center, and downtown Fayetteville. Like the existing RMF-24 zoning district, UN is an urban district which has a 0 to 25-foot build to zone, promoting pedestrian-oriented development by encouraging buildings to be constructed closer to the street. Urban Neighborhood is designed to support a diverse range of housing types that reflect the established character of other residential areas near Fayetteville's core. Compared to RMF-24, UN zoning allows for smaller lot sizes, a wider range of permitted land uses, reduced setbacks, and increased residential densities. Where RMF-24 allows for building heights of up to five stories, UN would only allow maximum building heights of three stories. With UN allowing for a more moderate development pattern, it may promote a development pattern that is more compatible with the surrounding neighborhood while still supporting the City's goals for encouraging infill and mixed-use development.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The UN zoning district would allow a greater variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 9 with a weighted score of 12.5, indicating it is a suitable location for infill development. In terms of City Plan 2040, staff finds that the requested rezoning could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the applicant's request is justified since it would facilitate a variety of residential densities near downtown Fayetteville where services, amenities, and employment opportunities are most densely concentrated.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds that rezoning the property to UN is not likely to create or appreciably increase traffic danger and congestion since the subject property is relatively small and many of the zoning regulations tied to that district are similar to those associated with RMF-24 zoning. Any street improvements required in this area would be determined at the time of a development proposal.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from RMF-24 to UN has the potential to alter the population density when considering that UN has no set density limitation. However, given the presence of existing public infrastructure and the property's location near downtown Fayetteville, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. However, there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1270 linear feet downstream of this property. Any street improvements required in this area would be determined at the time of development proposal. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0028 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>August 11, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Cabe	with a recommendation of approval.				
Second: McGetrick					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre
 - §161.37 Urban Neighborhood
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Long-Range Planning Memo
- Request letter

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
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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	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(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(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; 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. 5495, 4-17-12; 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, §6(Exh. E), 5-2-23)

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.

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 6830, §1(Exh. A), 1-7-25)

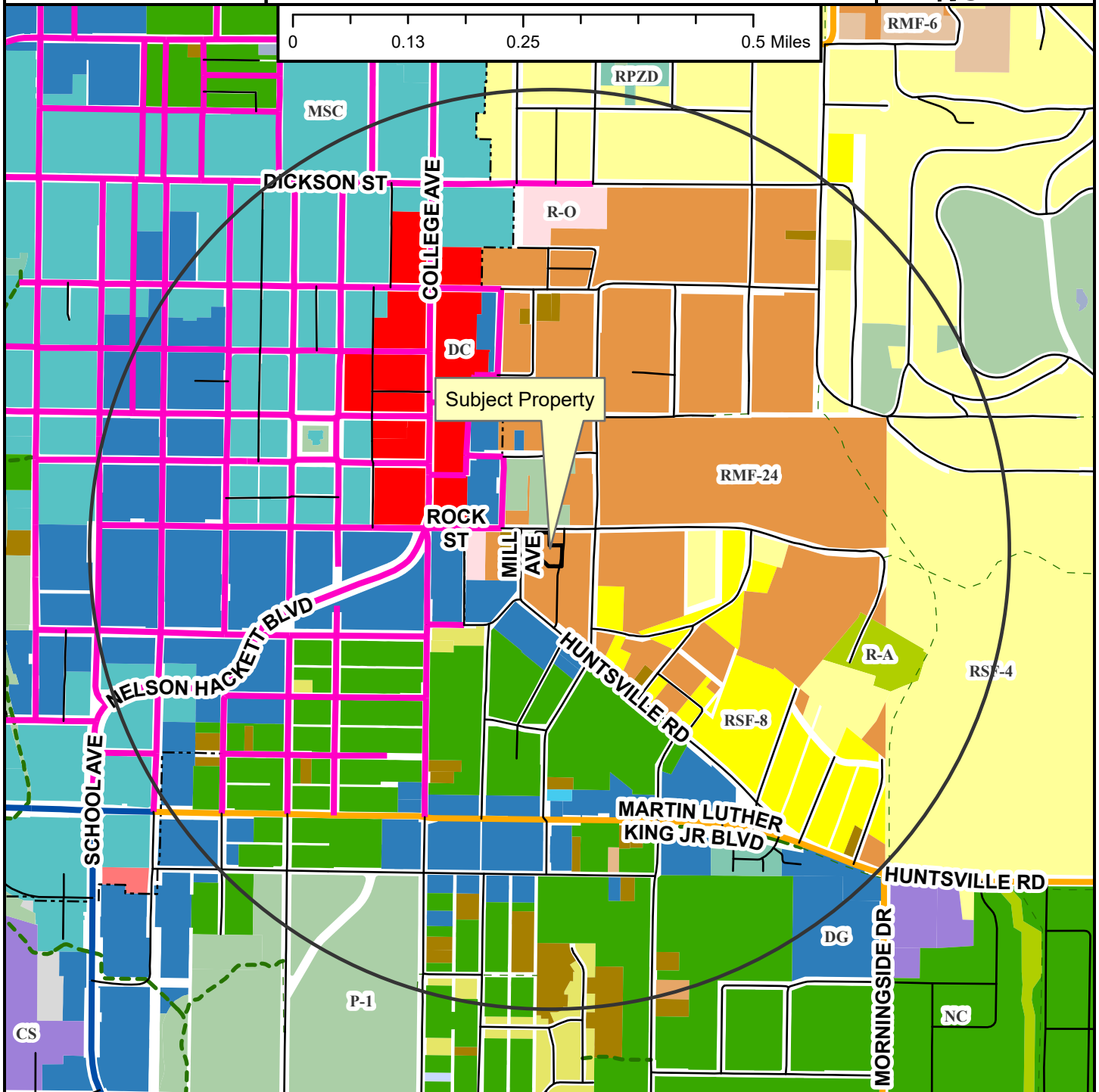
RZN-2025-0028

261 E. ROCK ST

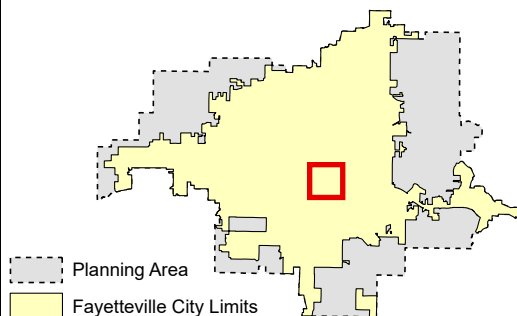
One Mile View



0 0.13 0.25 0.5 Miles



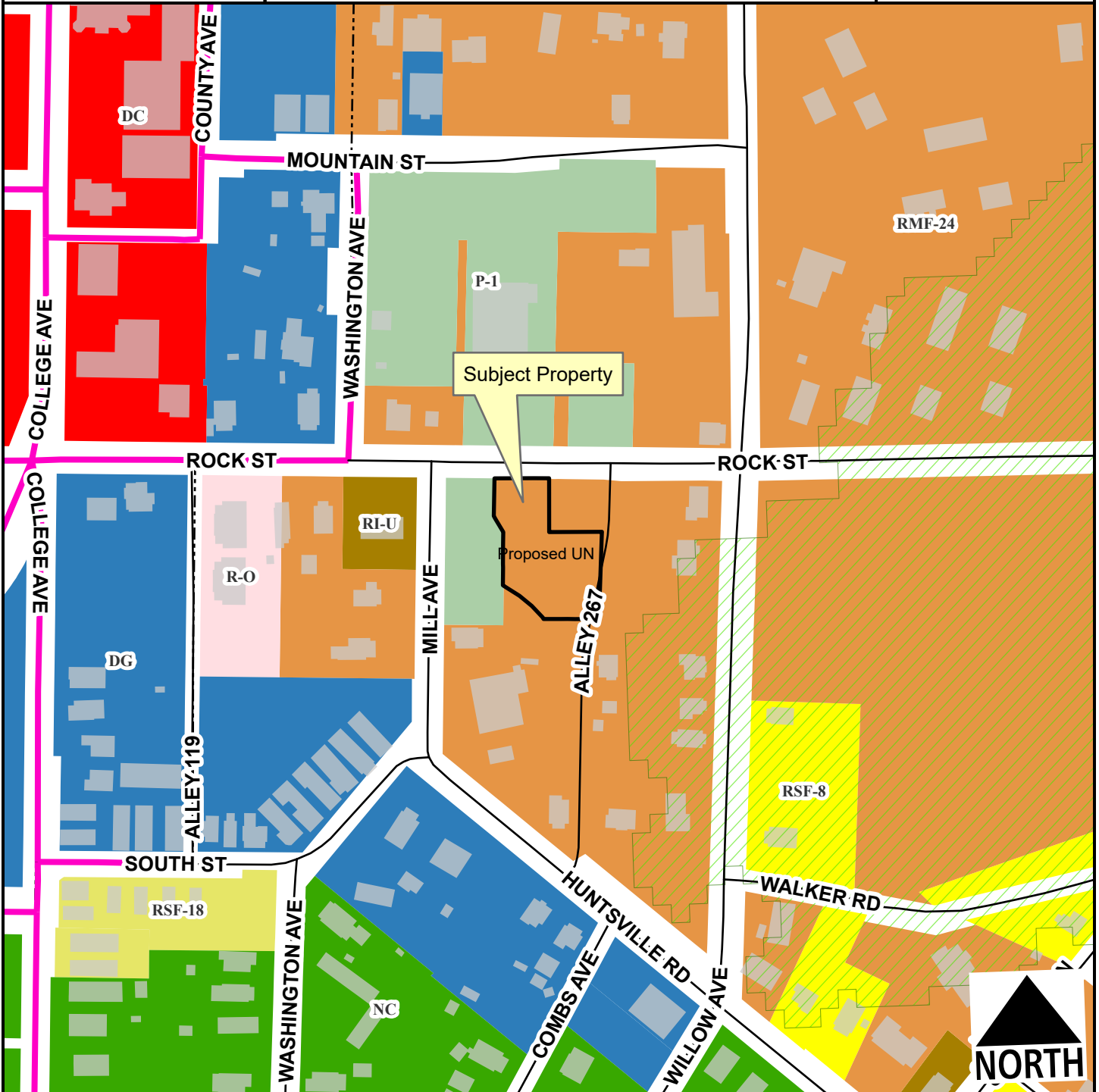
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



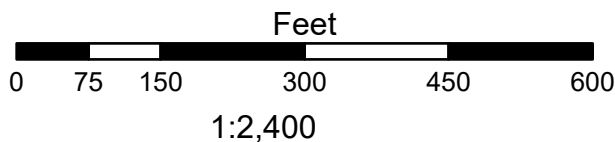
RZN-2025-0028

261 E. ROCK ST

Close Up View



- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits



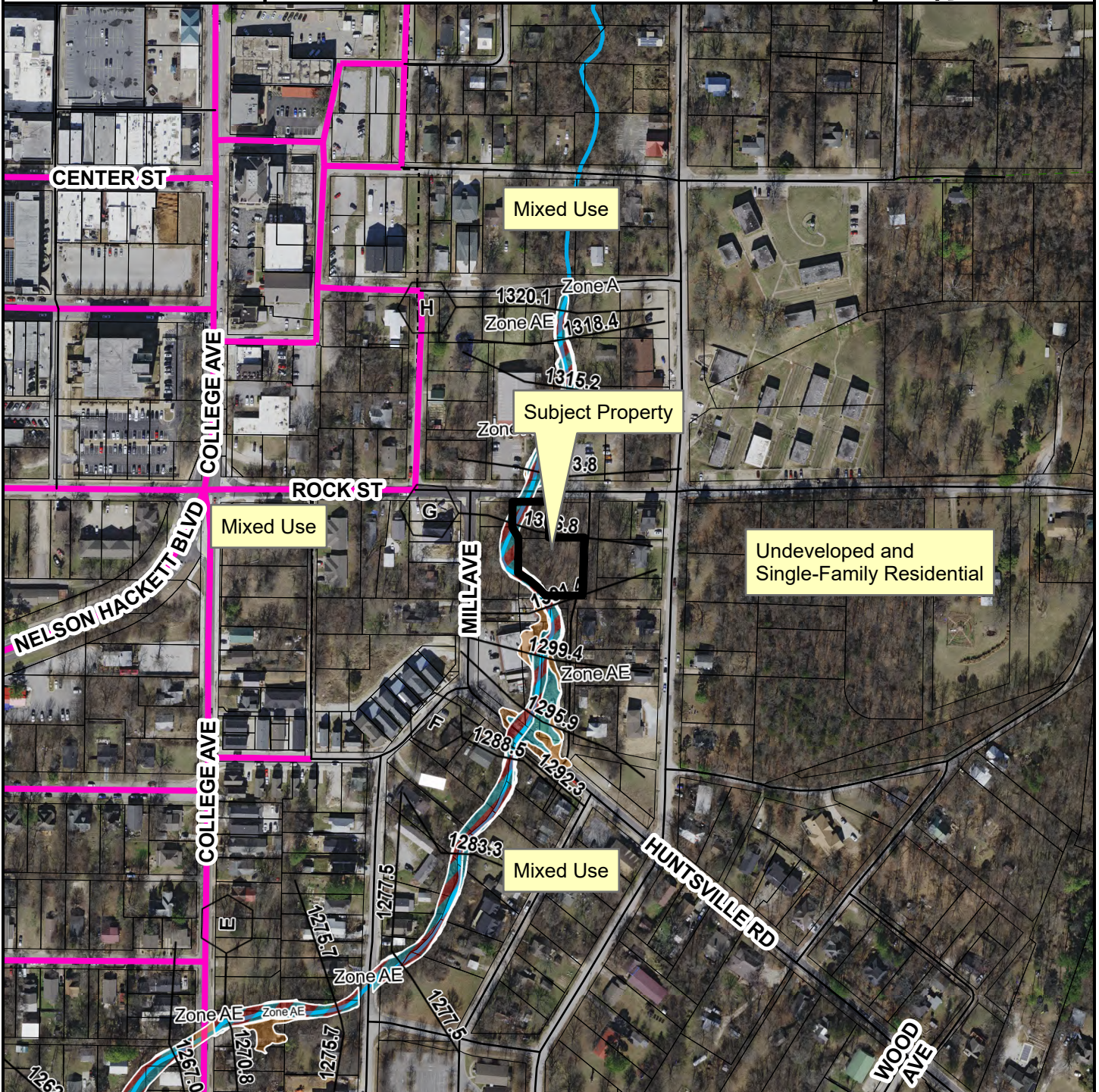
Zone	Current	Proposed
P-1	0.0	0.0
RMF-24	0.5	0.0
UN	0.0	0.5

Total 0.5 ac

RZN-2025-0028

261 E. ROCK ST

Current Land Use



- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



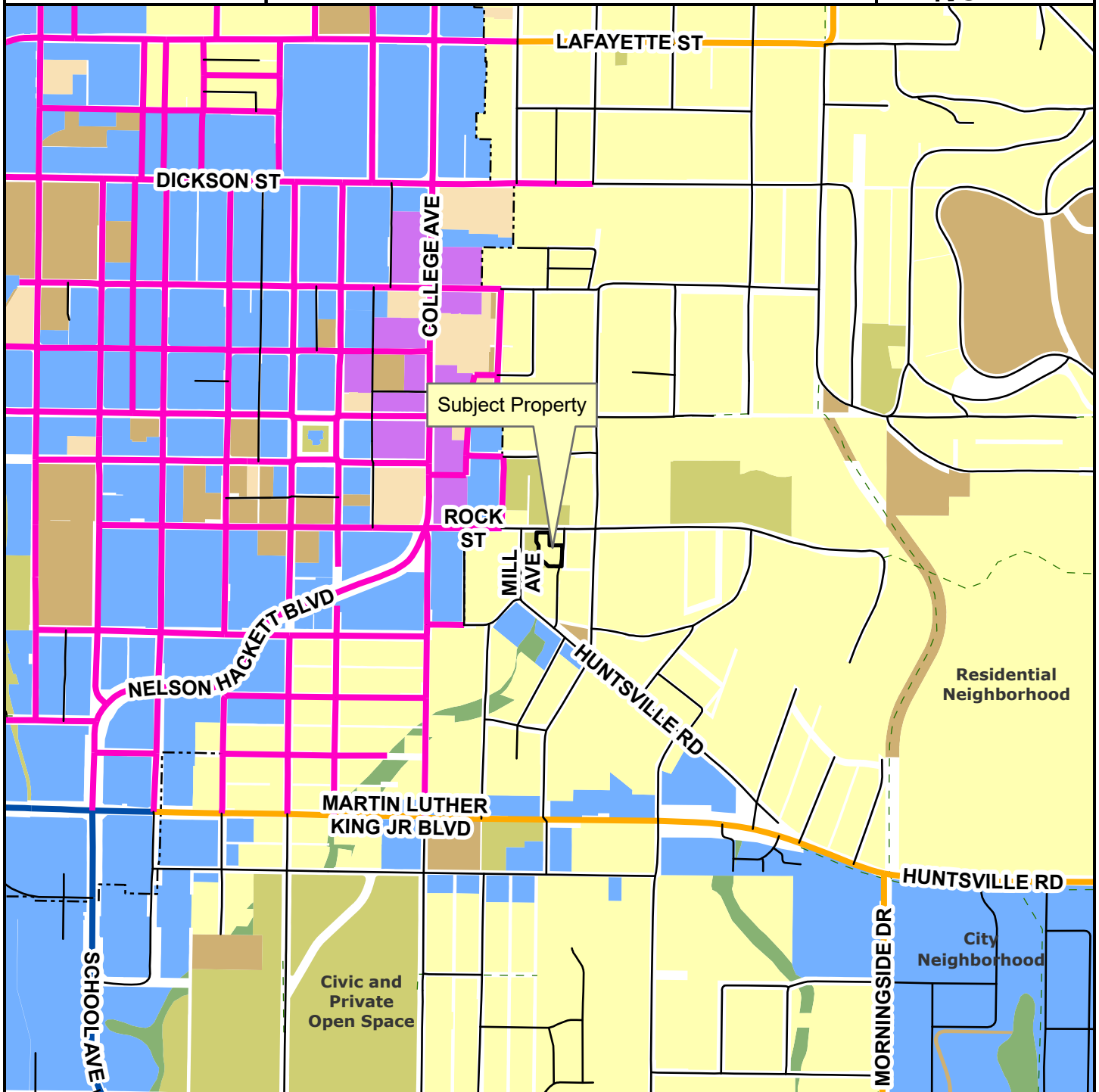
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN-2025-0028

261 E. ROCK ST

Future Land Use



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



TO: Jessie Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: August 11, 2025

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0028

BACKGROUND:

The applicant requests to rezone approximately 0.48 acres from RMF-24, Residential Multifamily, 24 Units Per Acre to UN, Urban Neighborhood. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Historic Black Community of Southeast Fayetteville Historic Context Statement*.

City Plan 2040 (2020):

- 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)

Historic Black Community of Southeast Fayetteville Historic Context Statement (2025):

The subject property is within an area settled by Black families after emancipation. The presence of Spout Spring Branch, or “the Branch,” made the area prone to flooding, and the steep terrain made building difficult. Since the lots weren’t ideal for building, they were more affordable to Black families who were largely limited to low wage employment in Fayetteville.

The terrain also impacted where and how residents constructed their homes, and the relatively flat Willow Avenue became the community’s main street. Many homes were constructed close to the street with sloping back yards, and maps showed that land was divided into “irregularly shaped lots of varying sizes” (p. 28). The community was inherently mixed use, as residences, churches, schools, and small businesses dotted the landscape. Three properties were listed in *The Green Book*, one of which is still standing. *The Green Book* was a guidebook for African American travelers in the US. It was founded by Victor Hugo Green, an African American postal worker from New York City, and was published annually from 1936 to 1966.



Photo c. 1920 take from the historic Washington County Courthouse bell tower.

Additionally, the zoning history of the neighborhood merits consideration with this request. The 1945 "A Master City Plan and Public Works Program for Fayetteville, Arkansas", sponsored jointly by the Fayetteville Chamber of Commerce and Fayetteville City Council, called for the construction of U.S. Highway 71 through the neighborhood, following Willow Ave. and Spring Branch to the intersection of Maple and Mission. Part of the justification for the route was that "It would afford an opportunity to build roadside parks and parking area in what is now sub-standard housing districts.", and that "The highway would not pass by important public buildings such as schools, hospitals, etc." The historic St. James Methodist and Missionary Baptist churches as well as the Lincoln School, the segregated elementary school, were all on the proposed highway route.

While many of the projects proposed in the 1945 plan did not come to fruition, the neighborhood was subjected to many of the proposals of the 1968 "Program for Community Renewal" written by consulting planner James Vizzier. Like many urban renewal plans of the mid-20th century, the plan was paid for in part by a grant from the federal Urban Renewal Administration under the Housing Act of 1954. The plan noted that Fayetteville's "general plan should be updated and expanded to include plans for community renewal.", and further explained that, "...about 65% of the housing supply (in the city) might be susceptible to blight...Most of these improvements are in older neighborhoods where the units that must be cleared are deficient or dilapidated rather than sound." Vizzier counted 1,327 families to be displaced by public improvements for University expansion, street construction, hospitals or schools and playgrounds, while at the same time noting an imbalance between the cost of housing and family income. He laid out an ambitious and costly (\$47,615,400 in 1968 dollars) plan for urban renewal in Fayetteville, most of which was never accomplished. One of the significant outcomes of Vizzier's recommendations, however, was Fayetteville's zoning ordinance in 1970. Vizzier had criticized the city's zoning as being based "primarily on existing land use instead of the future land use plan. And second, it does not recognize the need for raising the standards for land use in older areas. Upgrading and renewal of older areas are not provided for in the document (referring to the city's comprehensive plan). The rules do not provide for large scale developments such as renewal projects."

On October 18, 1968 the City Council passed Resolution No. 33-68 approving the undertaking of an Urban Renewal Plan, which included the subject property and surrounding neighborhood. Ultimately some houses were repaired, but others were razed with the occupants moved into the new Willow Heights apartments which were constructed atop the former site of the Lincoln School. Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. While the black and white scan of the ordinance map is difficult to read, a full-color version dated with the ordinance and signed by the Mayor shows the subject property and surrounding neighborhood as being zoned into the medium-density “R-2” zoning district, which was subsequently translated to the current zoning of “RMF-24” with the adoption of the city’s Unified Development Code.

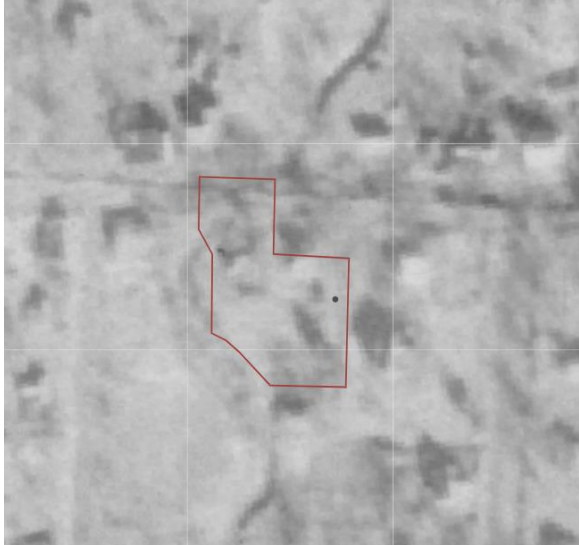
DISCUSSION:

From a historic perspective, the request is appropriate as UN would provide a mixed-use area of medium intensity and require a 0’-25’ build-to zone, which aligns with historic patterns that blended residential and small-scale commercial and institutional uses.

Property History:

Although the property is currently vacant, historic documentation reveals that there were improvements present since at least the 1920s. By 1930, a one-story frame dwelling was present on the property near Rock Street. By 1980, aerial imagery shows that the property as vacant.

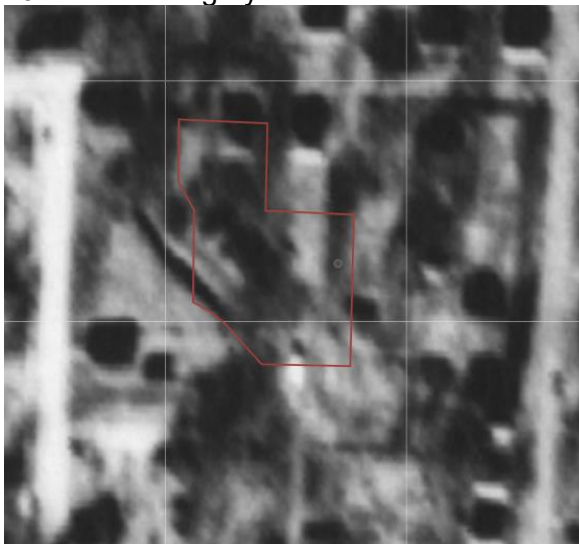
ATTACHMENTS:
1926 Aerial Imagery



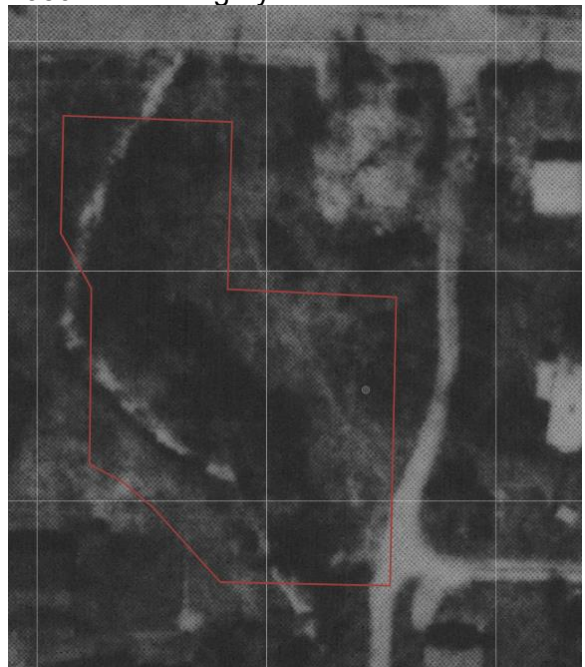
1965 Aerial Imagery



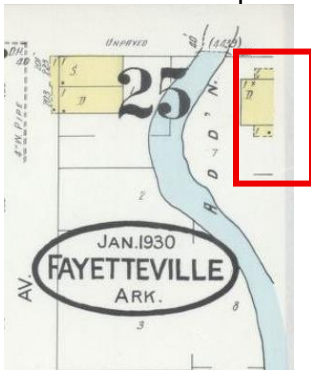
1941 Aerial Imagery



1980 Aerial Imagery



1930 Sanborn Map



To: Fayetteville Planning Commission
Re: Rezoning Request – RMF-24 to Urban Neighborhood (UN)
Applicant: Ms. Flowers Davis

Dear Commissioners,

On behalf of Ms. Flowers Davis, we respectfully request a rezoning of the subject property from **Residential Multi-Family, 24 Units per Acre (RMF-24)** to **Urban Neighborhood (UN)**.

This request supports Ms. Davis's plan to develop **fee-simple townhomes**, each on its own lot, providing a form of attainable homeownership in an increasingly in-demand area. With the recent change in policy recognizing **alley access as frontage**, the Urban Neighborhood zoning district now allows these homes to be subdivided into individual lots.

We believe **Urban Neighborhood is a compatible fit** for this location for the following reasons:

- **Proximity to Downtown:** The property lies just outside the downtown core and is well-served by existing infrastructure, services, and public transportation.
- **Contextual Development Pattern:** The surrounding area already features a **mix of housing types**, including detached homes, duplexes, and townhomes.
- **Nearby Non-Residential Uses:** The site is also near a variety of **non-residential uses**.
- **Neighborhood Compatibility:** UN zoning will allow for incremental, human-scaled growth that is in keeping with the City's goals of **increasing housing diversity** while preserving the overall character of surrounding neighborhoods.

Thank you for your consideration of this request. We believe this rezoning is a step toward thoughtful infill development that addresses both housing demand and neighborhood livability.

Sincerely,
Wes Bates
On behalf of Ms. Flowers Davis



MEETING OF SEPTEMBER 2, 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, Senior Planner

SUBJECT: **Appeal: RZN-2025-0024: Rezone (SOUTH OF 380 S. HAPPY HOLLOW RD/ JONES, 526): Submitted by SITEWISE CIVIL ENGINEERING for property located SOUTH OF 380 S HAPPY HOLLOW RD in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.70 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE.**

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'.

BACKGROUND:

The subject property is located in east Fayetteville approximately ¼ mile west of Happy Hollow Elementary School and roughly 200 feet north of the intersection of S. Happy Hollow Rd. and E. 4th St. The property contains one parcel totaling 0.70 acres which is currently undeveloped. The property is not within any sensitive ecological areas, zoning overlays, or master plan areas.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to RSF-8, Residential Single-Family, 8 Units per Acre. The applicant has stated that they are pursuing this rezoning in order to facilitate the subdivision of the lot into two approximately 52' wide parcels

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: Staff finds the proposed zoning of RSF-8, Residential Single-Family, 8 Units per Acre to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form, lot width, and density. Large areas of higher density, including zoning districts such as RI-U, Residential Intermediate Urban; NC, Neighborhood Conservation; and RSF-8 have been developed less than 500 feet to the north. Nonresidential uses are also present nearby and include Happy Hollow Elementary School to the east and a large number of commercial uses less than 1/3 of a mile to the south along E. Huntsville Rd. which include gas stations, a funeral home, restaurants, and other services.

Uses permitted both by-right and conditionally remain unchanged between the existing and proposed districts. Staff finds the residential uses allowed by right to be directly compatible with the existing land uses in this area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, and limited businesses may

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

also be suitable at this site, subject to further review to determine full compatibility. When compared to the site's current zoning designation of RSF-4, Residential Single-Family, 4 Units per Acre, RSF-8 would allow for a moderate increase in residential density and slight reductions in bulk and area standards, which would complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable living and increased housing options within close proximity of existing services.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a Residential Neighborhood Area. The property has a moderate weighted infill score of 8 which indicates that the site is prepared to accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1 and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing and by reducing lot sizes to allow further infill close to services.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6-7** for this site. The following elements of the matrix contribute to the score:

1. Adequate Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
2. Near Sewer Main (8-inch main, S. Happy Hollow Rd.)
3. Near Water Main (2.25-inch main, S. Happy Hollow Rd.)
4. Near Public School (Happy Hollow Elementary School)
5. Near City Park (Mount Sequoyah Woods)
6. Near Paved Trail (Mount Sequoyah Woods Trail, Happy Hollow Bicycle Course)
7. Near ORT Bus Stop (Happy Hollow & 4th)

DISCUSSION:

At the July 28, 2025, Planning Commission meeting, a vote of 2-7-0 denied the proposed request. Two members of the public spoke at the meeting stating opposition to the request because of the potential inclusion of rental housing, opposition to the provision of more than a single structure on the lot, and flooding and drainage concerns. One neighbor cited videos sent to the commission showing previous flooding on adjacent properties. Commissioners requested additional information on how drainage would be handled with potential future developments. Staff clarified that ordinance prohibits a development from making a situation worse. Commissioner Werner made the motion and Commissioner Cabe seconded. Commissioners voting against the request cited concerns with flooding, potential for additional density to exacerbate issues if the rough proportionality of potential development would not allow the city to require improvements to the existing drainage situation, and continuing to increase development in an area without addressing flooding.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1502

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-24 FOR APPROXIMATELY 0.70 ACRES LOCATED SOUTH OF 380 SOUTH HAPPY HOLLOW ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to RSF-8, Residential Single-Family, 8 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.



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

Ordinance: 6907

File Number: 2025-1502

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-24 FOR APPROXIMATELY 0.70 ACRES LOCATED SOUTH OF 380 SOUTH HAPPY HOLLOW ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE

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

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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.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas.
Amount Paid: \$

City Council of Fayetteville, AR
Attn: Kara Paxton, City Clerk
cityclerk@fayetteville-ar.gov

Also via email to: bpennington@fayetteville-ar.gov
jmasters@fayetteville-ar.gov

RE: Appeal of RZN-2025-0024

Dear Ms. Paxton,

I represent Noah and Megan Jones (“applicant”) with respect to the planning application known as RZN-2025-0024. Please receive this letter as the Applicant’s appeal, pursuant to Fayetteville Code § 155, of the Planning Commission’s denial of the aforementioned application on July 28, 2025.

The Planning Commission voted 2-7 to recommend approval of the application to City Council, and the item failed to pass.

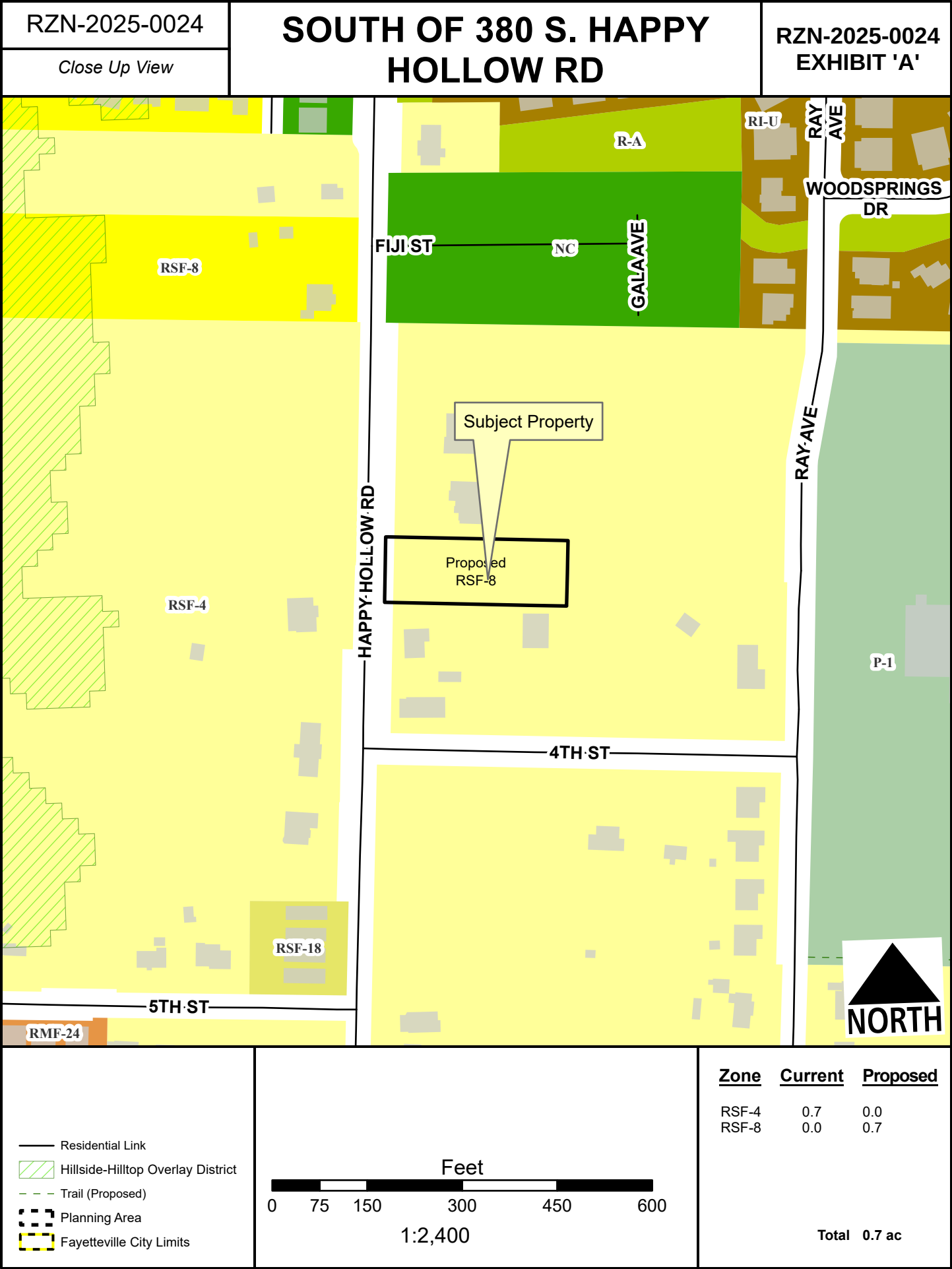
The applicant hereby appeals the decision to City Council, and contends that the Planning Commission was in error as follows:

1. Failure to properly consider the findings of Planning Staff.
2. Failure to recognize that negative drainage conditions originate from upstream sources, rather than being caused by the subject property itself.
3. Failure to follow the guidelines of City Plan 2040 which encourages infill development.

Please contact me if additional information is needed or requested. We thank you for your consideration in this matter,

SiteWise Civil Engineering, PLLC

Nathan Streett, PLA
nstreett@sitewisecivil.com
Direct: 479-621-3762



Zone Current Proposed

RSF-4	0.7	0.0
RSF-8	0.0	0.7

Total 0.7 ac

RZN-2025-0024
EXHIBIT B

SURVEYED PROPERTY DESCRIPTION – PARENT TRACT

Part of the Southeast Quarter of the Southwest Quarter, Section 14, Township 16 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

Commencing at an existing monument marking the Southeast Corner of the Southeast Quarter of the Southwest Quarter. Thence along the East line of said Forty, North 02 degrees 50 minutes 03 seconds East, 1,224.81 feet. Thence leaving said East line, North 86 degrees 50 minutes 59 seconds West, 994.61 feet to an existing rebar and the Point of Beginning. Thence continue North 86 degrees 50 minutes 59 seconds West, 287.41 feet to a set rebar with cap on the East Right of Way line of South Happy Hollow Road. Thence along said East Right of Way line, North 02 degrees 59 minutes 32 seconds East, 103.39 feet. Thence leaving said East Right of Way line, South 86 degrees 50 minutes 54 seconds East, 287.89 feet to an existing rebar. Thence South 03 degrees 16 minutes 00 seconds West, 103.38 feet to the Point of Beginning, containing 0.68 acres and subject to any Easements of Record.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: July 28, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0024: Rezone (SOUTH OF 380 S. HAPPY HOLLOW RD/ JONES, 526):** Submitted by SITEWISE CIVIL ENGINEERING for property located SOUTH OF 380 S HAPPY HOLLOW RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.70 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0024** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0024** to the City Council with a recommendation for approval."*

BACKGROUND:

The subject property is located in east Fayetteville approximately ¼ mile west of Happy Hollow Elementary School roughly 200 feet north of the intersection of S. Happy Hollow Rd. and E. 4th St. The property contains one parcel totaling 0.70 acres which is currently undeveloped. The property is not within any sensitive ecological areas, zoning overlays, or master plan areas. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use 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	Undeveloped	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, 4 Units per Acre, to RSF-8, Residential Single-Family, 8 Units per Acre. The applicant has stated that they are pursuing this rezoning in order to facilitate the subdivision of the lot into two approximately 52' wide parcels.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE:

Streets: The subject area has a road frontage along S. Happy Hollow Road, a partially improved Residential Link with asphalt paving and open ditches. Any street improvements required in this area will be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing 2.25-inch water main is present along S. Happy Hollow Road.

Sewer: Sanitary sewer is available to the subject property. An existing 8-inch sewer main is present along S. Happy Hollow Road. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 4,600 linear feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams or hydric soils are present on the subject property. Any improvements or requirements for drainage will be determined at time of development.

Fire: Station 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 0.5 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of RSF-8, Residential Single-Family, 8 Units per Acre, requires **20% minimum canopy preservation**. The current zoning district of 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** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6-7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (8-inch main, S. Happy Hollow Rd.)

- Near Water Main (2.25-inch main, S. Happy Hollow Rd.)
- Near Public School (Happy Hollow Elementary School)
- Near City Park (Mount Sequoyah Woods)
- Near Paved Trail (Mount Sequoyah Woods Trail, Happy Hollow Bicycle Course)
- Near ORT Bus Stop (Happy Hollow & 4th)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of RSF-8, Residential Single-Family, 8 Units per Acre to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form, lot width, and density. Large areas of higher density, including zoning districts such as RI-U, Residential Intermediate Urban; NC, Neighborhood Conservation; and RSF-8 have been developed less than 500 feet to the north. Nonresidential uses are also present nearby and include Happy Hollow Elementary School to the east and a large number of commercial uses less than 1/3 of a mile to the south along E. Huntsville Rd. which include gas stations, a funeral home, restaurants, and other services.

Both uses permitted by right and conditional use permit remain unchanged between the existing and proposed districts. Staff finds the residential uses allowed by right to be directly compatible with the existing land uses in this area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, and limited businesses may also be suitable at this site, subject to further review to determine full compatibility. When compared to the site's current zoning designation of RSF-4, Residential Single-Family, 4 Units per Acre, RSF-8 would allow for a slight increase in residential density and slight reductions in bulk and area standards, which would complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable living and increased housing options within close proximity of existing services.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a Residential Neighborhood Area. The property has a moderate weighted infill score of 8 which indicates that the site is prepared to accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1 and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing and by reducing lot sizes to allow further infill close to services.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning from RSF-4 to RISF-8 is justified. Rezoning to RSF-8 would allow for housing densities that are comparable to

the existing development pattern in the area and which are consistent with the City's planning objectives and policies.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property to RSF-8 has the potential to increase traffic along S. Happy Hollow Rd. and other adjacent roadways. However, the size of the property and the modest scale of the increased density request will naturally limit the scale of any future development, and thus reduce any possible impacts on traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from RSF-4 to RSF-8 has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property has access to existing water and sanitary sewer infrastructure and is close to other public services. 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-2025-0024 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>July 28, 2025</u>	☐ Tabled	☐ Forwarded	☒ Denied
Motion: WERNER	"I move to forward RZN-2025-0024 to the City Council with a recommendation for approval."		
Second: CABE			
Vote: 2-7-0 (CABE AND BRINK OPPOSED)			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.07 – RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.09 – RSF-8, Residential Single-Family, 8 Units per Acre
- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
- Request Letter
 - Public Comment Received After Packet Finalization

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 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.

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

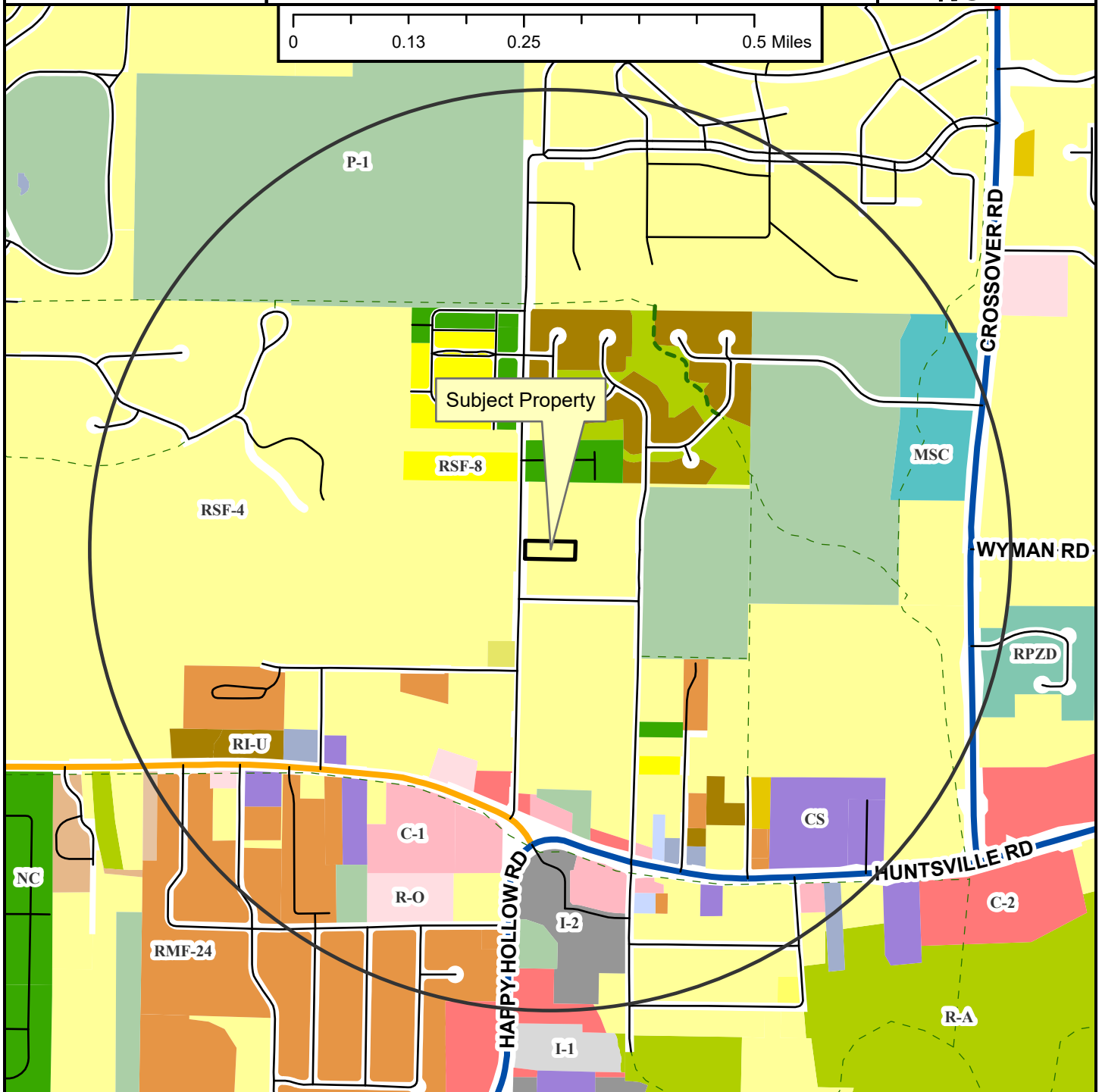
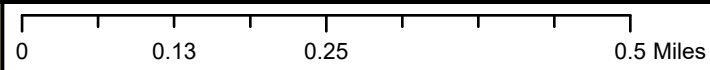
(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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.

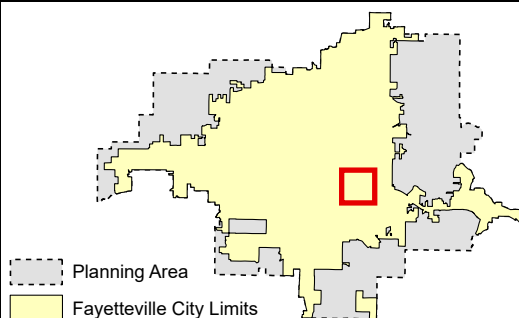
RZN-2025-0024

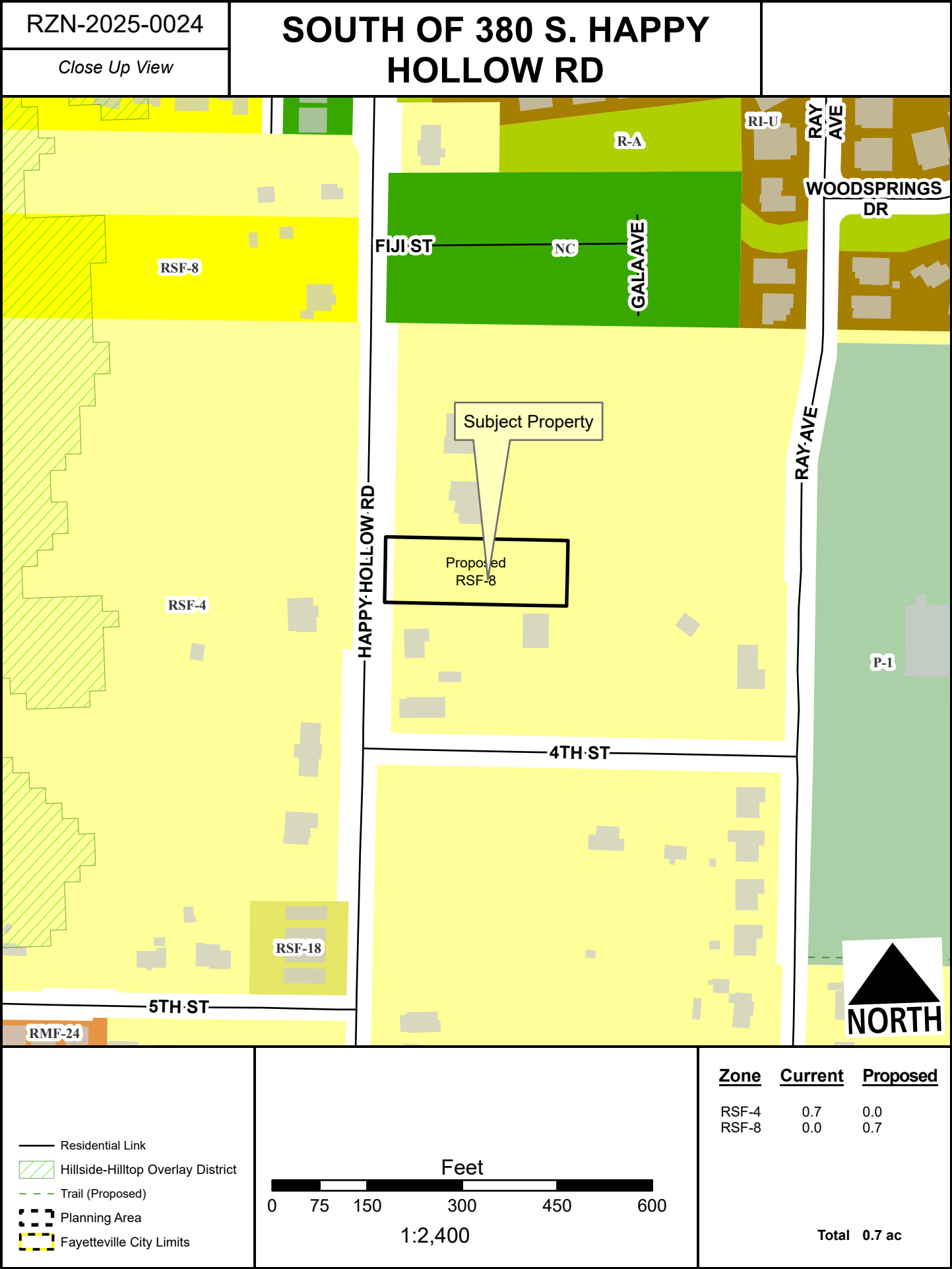
One Mile View

SOUTH OF 380 S. HAPPY HOLLOW RD



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area

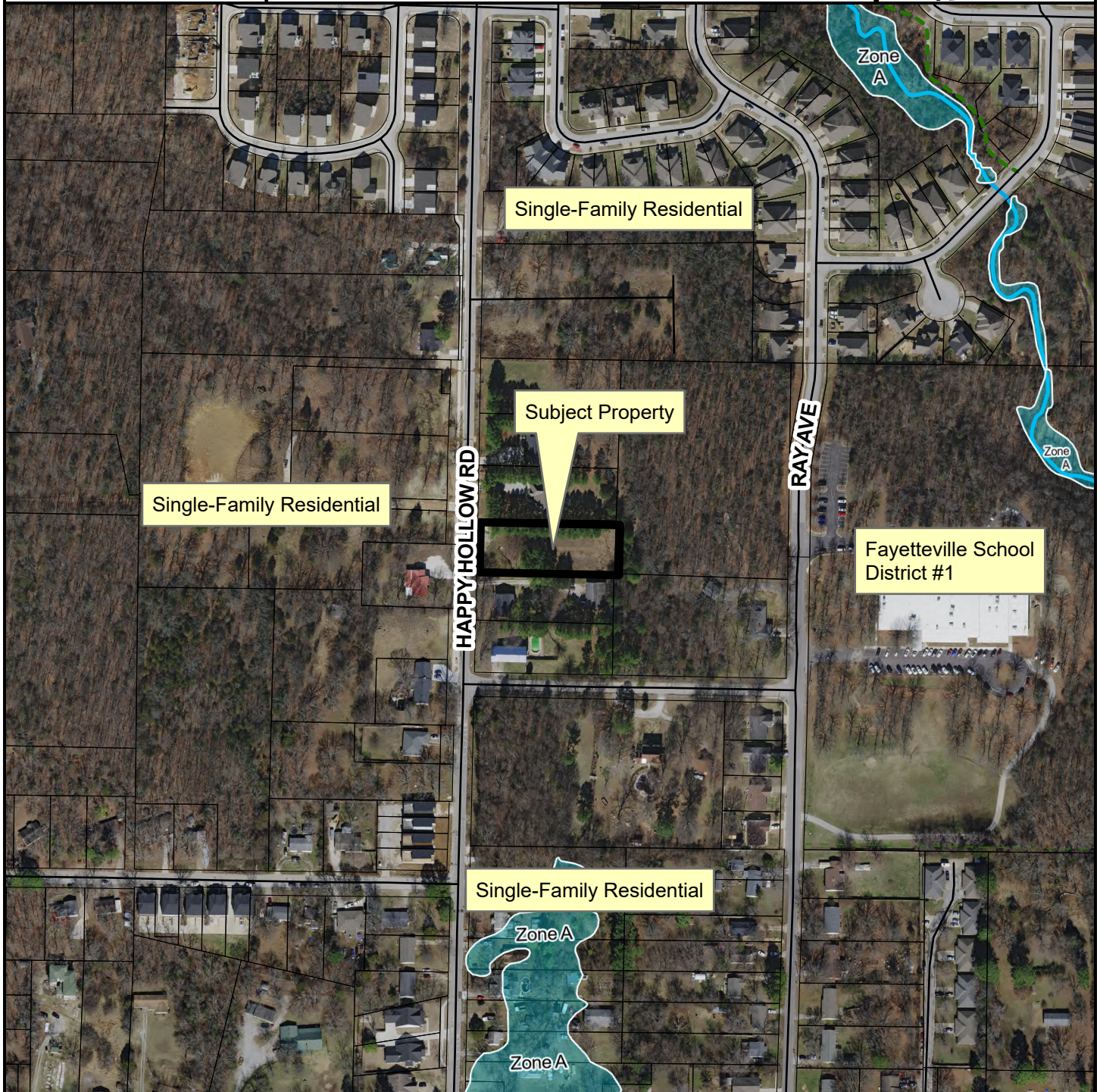




RZN-2025-0024

Current Land Use

SOUTH OF 380 S. HAPPY HOLLOW RD



- Unclassified
- Alley
- Residential Link
- - - Trail (Proposed)
- - - Planning Area
- - - Fayetteville City Limits



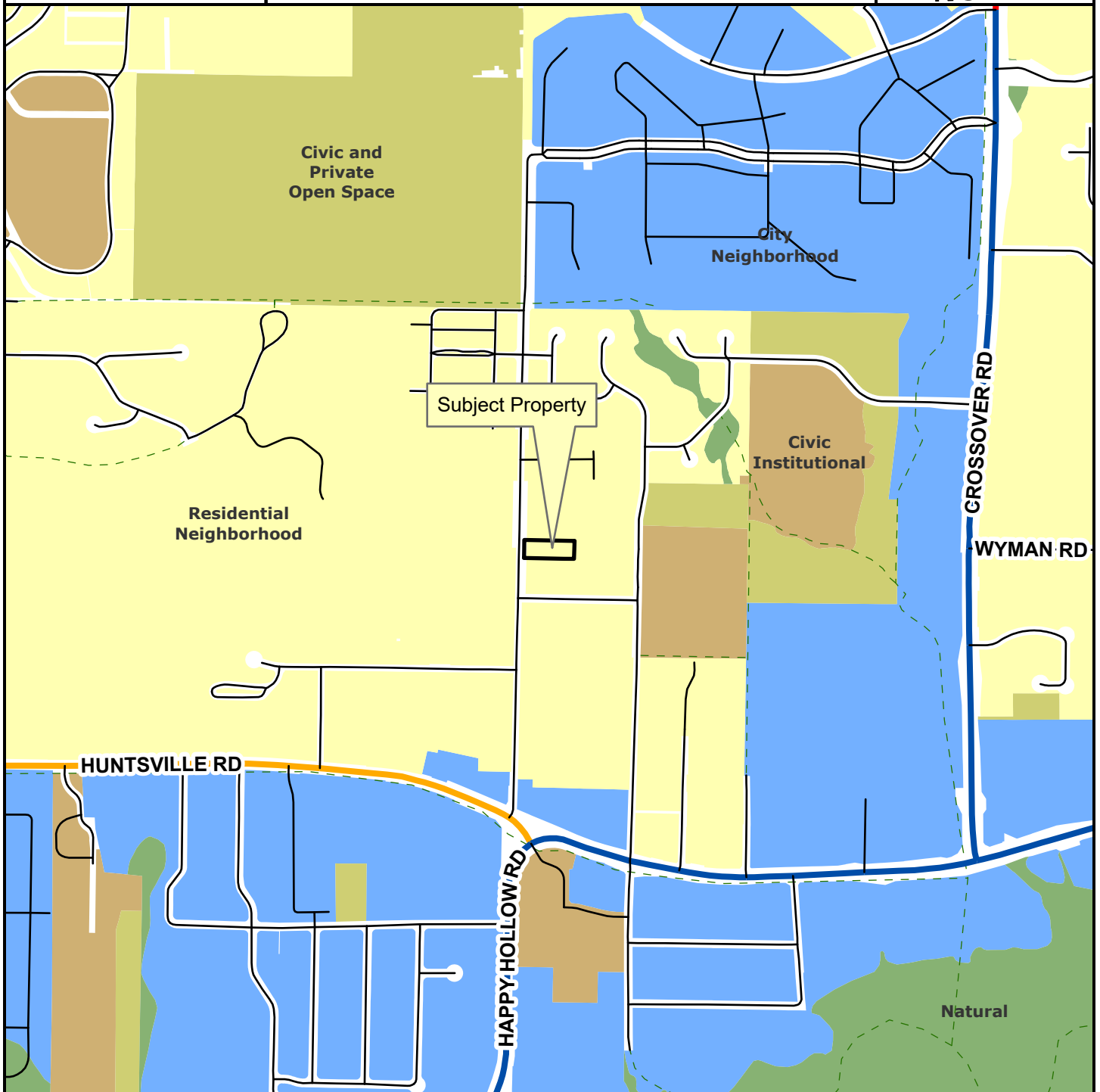
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN-2025-0024

Future Land Use

SOUTH OF 380 S. HAPPY HOLLOW RD



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

June 16, 2025

Jessica Masters
Development Review Manager
125 W Mountain Street
Fayetteville, AR 72701



RE: Washington County Parcel # 765-14305-000 – Rezone Application

The property owners of Washington County Parcel # 765-14305-000 are requesting to rezone the 0.70 acre property from RSF-4, Residential Single Family 4 units per acre, to RSF-8, Residential Single Family 8 units per acre.

The existing property is +/-105 feet wide, and would support a single family house or a two family dwelling if approved by a Conditional Use . The minimum lot width in the RSF-4 district is 70’.

The property owners desire to rezone the parcel to RSF-8 to facilitate the future creation of two individual lots to construct a single family structure on both new lots. Should the rezoning be approved, the owners plan to split the existing 105’ wide tract into two +/-52.5’ wide lots. The owners have engaged a licensed surveyor to complete the future lot split.

The proposed rezoning to Residential Single-Family 8 units per acre (RSF-8) is consistent with the character of the surrounding neighborhood, which is predominantly zoned for single-family residential use. RSF-8 and the current RSF-4 zoning share identical permitted uses, ensuring land use compatibility. Additionally, an existing RSF-8 zoned parcel is located approximately 350 feet north of the subject property, further supporting the appropriateness of this request.

Rezoning to RSF-8 would enable the creation of two lots, each approximately 52 feet in width. In contrast, the current RSF-4 zoning requires a minimum lot width of 70 feet, limiting flexibility in future development. The proposed change would not introduce any adverse impacts or conflicts with surrounding residential uses and aligns with the existing development pattern in the area.



Thank you for your consideration. If I can be of any further assistance, please contact me.

Respectfully submitted,

Nathan Streett, PLA

nstreett@sitewisecivil.com

Direct: 479-621-3762

Wonsower, Donna

From: Masters, Jessica
Sent: Monday, July 28, 2025 8:25 AM
To: Wonsower, Donna
Cc: Planning Shared
Subject: FW: Concern regarding rezoning of 312 S Happy Hollow Rd.

RZN-2025-0024! Just forwarded the caller over to you.

Jessie Masters, AICP

Planning Director
Development Services
City of Fayetteville, Arkansas
(479) 575-8239

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Planning Shared <planning@fayetteville-ar.gov>
Sent: Monday, July 28, 2025 7:10 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: FW: Concern regarding rezoning of 312 S Happy Hollow Rd.

Not sure what to do with this one.

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



CITY OF
FAYETTEVILLE
ARKANSAS

From: Chris Drake <chris.drake@fayar.net>
Sent: Sunday, July 27, 2025 7:42 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Concern regarding rezoning of 312 S Happy Hollow Rd.

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Chis Drake and I live just to the south of the property mentioned in the subject line above. I have major concerns about the rezoning of the property mentioned above. It is directly between two single family residents. Pine Hollow is a new subdivision that is directly north (3-lots) from the property that the commission rezoned, which is expected to have 31 units built. Attached are video clips that show the flooding of my property due to runoff and inadequate drainage of the surrounding area. I have spoken with Alan Pugh in the engineering department and submitted footage to the drainage website for review. I ask that the city consider addressing the flooding issue before any decision is made. The second video shows the city's rainwater drainage pushing water onto my property. Thank you for your time.

<https://drive.google.com/file/d/1ffeTNVnI6RePAHdLVdkKBa-121ULe6ck/view?usp=drivesdk>

<https://drive.google.com/file/d/1tDsP49dTC2GkqG1zE3I9AqPqGW2BTj3c/view?usp=drivesdk>

<https://drive.google.com/file/d/1i-4WlmAYQLKne4lw-92R25LRqJHQYgDz/view?usp=drivesdk>



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council
THRU: Chris Brown, Public Works Director
FROM: Alan Pugh, Staff Engineer
SUBJECT: **Approval of a Memorandum of Agreement (MOA) with Fayetteville Public Schools (FPS) outlining their participation in the Stormwater Utility Credit Program.**

RECOMMENDATION:

Staff recommends approval of a Memorandum of Agreement (MOA) with Fayetteville Public Schools (FPS) outlining their participation in the Stormwater Utility Credit Program.

BACKGROUND:

Like many cities throughout the state and nation, the City of Fayetteville experiences issues with management of its stormwater utility system. These issues stem from many sources including, but not limited to, compliance with the mandated Municipal Separate Stormwater System (MS4) requirements, aging infrastructure, maintenance of system capacity, personnel to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. To address these concerns, the City has historically funded the stormwater program through the Sales Tax Capital Improvement Program (CIP) and the Street Fund for capital and operational/maintenance functions, respectively. However, there are many needs within the City that require funding from these sources and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater management within the City. To develop a comprehensive solution, additional funding is required for personnel and equipment as well as multiple capital projects, many of which will require more than \$1 million dollars for each project. Given the current levels, it would take many years to address just one of those projects.

In June, 2018, the City Council recognized these needs and approved with a consultant contract for a feasibility study (Resolution 131-18) and amended that agreement on two occasions (Resolutions 209-19 and 250-19) to provide additional investigation and details. That study was completed in August of 2019 and updated in 2022 with more recent program costs, impervious area and associated fees. The Council also passed a resolution of intent to establish a stormwater utility in July of 2022 (Resolution 157-22).

Ultimately, the Council unanimously approved ordinance 6825 creating the stormwater utility on December 17, 2025, allowing staff to move forward with implementation of the program.

DISCUSSION:

A part of the stormwater utility program as approved by City Council included a robust credit program. This credit program was put in place to recognize the efforts of individuals and organizations to reduce their overall impact on the city stormwater system. Most of these credits deal with direct runoff reduction and water quality improvements. However, some of these credit opportunities include education, or indirect impacts, as well. As the public becomes more educated about potential impacts on stormwater it will lead to a greater awareness of

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

water quality and quantity issues facing the City. Educational institutions such as the Fayetteville Public School District can influence both the direct impacts through the construction and retrofit of their school facilities and the indirect impacts through education of students and parents. For this reason, a credit for educational institutions was created with an opportunity to enter into a Memorandum of Agreement (MOA) outlining all credits rather than applying for multiple separate credits.

After working with the FPS District, staff recommend approval of the attached MOA outlining the district's efforts to minimize direct impacts and create an awareness of water quality and quantity issues through their existing educational programs. The MOA recommends an immediate 20% discount to each of the school's sanitary sewer accounts with opportunities to increase this in the future with additional retrofits to facilities and educational programs.

BUDGET/STAFF IMPACT:

This item does not require funding and no direct staff impact is anticipated other than that required to implement the credit on the school's accounts.

ATTACHMENTS: 3. Staff Review Form, 4. FPS Credit Application MOA, 5. Exhibit A



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1573

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE CITY OF FAYETTEVILLE PUBLIC SCHOOL DISTRICT OUTLINING THEIR PARTICIPATION IN THE STORMWATER UTILITY CREDIT PROGRAM

WHEREAS, on December 17, 2025, City Council approved Ordinance 6825 creating the City's stormwater utility; and

WHEREAS, a part of the stormwater utility program includes a robust credit program, which was put in place to recognize the efforts of individuals and organizations to reduce their overall impact on the city stormwater system; and

WHEREAS, educational institutions such as the Fayetteville Public School District can influence both the direct impacts through the construction and retrofit of their school facilities and the indirect impacts through the education of students and parents and, for this reason, a credit for educational institutions was created with an opportunity to enter into a Memorandum of Agreement outlining all credits rather than applying for multiple separate credits; and

WHEREAS, after working with the District, staff recommend approval of a Memorandum of Agreement outlining the district's efforts to minimize direct impacts and create an awareness of water quality and quantity issues through its existing educational programs; and

WHEREAS, the MOA recommends an immediate 20% discount to each of the District's sanitary sewer accounts with opportunities to increase this in the future with additional retrofits to facilities and educational programs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and authorizes Mayor Rawn to sign a Memorandum of Agreement with the Fayetteville Public School District outlining its participation in the Stormwater Utility Credit Program, a copy of which is attached hereto.



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

Resolution: 203-25

File Number: 2025-1573

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE CITY OF FAYETTEVILLE PUBLIC SCHOOL DISTRICT OUTLINING THEIR PARTICIPATION IN THE STORMWATER UTILITY CREDIT PROGRAM

WHEREAS, on December 17, 2025, City Council approved Ordinance 6825 creating the City's stormwater utility; and

WHEREAS, a part of the stormwater utility program includes a robust credit program, which was put in place to recognize the efforts of individuals and organizations to reduce their overall impact on the city stormwater system; and

WHEREAS, educational institutions such as the Fayetteville Public School District can influence both the direct impacts through the construction and retrofit of their school facilities and the indirect impacts through the education of students and parents and, for this reason, a credit for educational institutions was created with an opportunity to enter into a Memorandum of Agreement outlining all credits rather than applying for multiple separate credits; and

WHEREAS, after working with the District, staff recommend approval of a Memorandum of Agreement outlining the district's efforts to minimize direct impacts and create an awareness of water quality and quantity issues through its existing educational programs; and

WHEREAS, the MOA recommends an immediate 20% discount to each of the District's sanitary sewer accounts with opportunities to increase this in the future with additional retrofits to facilities and educational programs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and authorizes Mayor Rawn to sign a Memorandum of Agreement with the Fayetteville Public School District outlining its participation in the Stormwater Utility Credit Program, a copy of which is attached hereto.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1573

Item ID

9/16/2025

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

Chris Brown

8/18/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Memorandum of Agreement (MOA) with Fayetteville Public Schools (FPS) outlining their participation in the Stormwater Utility Credit Program.

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:

MEMORANDUM OF AGREEMENT FOR THE FAYETTEVILLE PUBLIC SCHOOLS STORMWATER CREDIT APPLICATION

This Agreement, made and entered into on this ____ day of ____, 2025, by and between the City of Fayetteville, Arkansas ("City") and Fayetteville Public School District #1 (FPS), witnessed:

WHEREAS, sewer customers in Fayetteville, Arkansas, may qualify for renewable stormwater utility fee reductions by taking actions that improve water quality and reduce the burden on the City's drainage system; and

WHEREAS, some activities eligible for credits include specific stormwater management practices, compliance with city regulations, and active involvement in educational and stewardship programs as documented in Exhibit A; and,

WHEREAS, public and private schools that establish a contract or agreement with the City to formalize their efforts in reducing stormwater runoff can attain up to a 50% stormwater utility fee credit; and,

WHEREAS, FPS has committed to a number of mitigation projects, sustainability efforts, and educational opportunities for both students and families as documented in Exhibit B; and,

WHEREAS, FPS is working with the Beaver Water District, the Illinois River Watershed Partnership, and the Watershed Conservation Resource Center, to develop school programming to educate students about water quality, starting as early as elementary school and progressing into high school biology, so that all students are exposed to the impacts and significance of water quality and stormwater management; and,

WHEREAS, FPS is working with the University of Arkansas Cooperative Extension Services to partner for educational programming and engagement with families and stakeholders to extend awareness of the City's Stormwater Utility Program and FPS mitigation projects as they specifically relate to initiatives at each school

NOW, THEREFORE, the City of Fayetteville, Arkansas and Fayetteville Public School District #1 agree as follows:

1. FPS agrees to:

- Continue educational programming as described in Exhibit B.
- Develop additional programming with the UA Cooperative Extension Services as described in Exhibit B.
- Minimize disturbance to natural drainage patterns through the use of amenities designed to perform retention (rain gardens, bioswales, and permeable pavements).
- Develop a plan for specific retrofits on its current campuses, prioritizing those locations that were built prior to 2014. The plans must be certified to provide that the existing rainwater harvesting systems, rain gardens, and retention ponds are designed to ensure

they meet the criteria for green stormwater practices for retention of rainfall on each site.

- Develop and communicate a case study for each school location's retrofitting plan to monitor and report site performance for each green stormwater practice in an annual report to the Stormwater Engineer.
- Attain SITES (Sustainable Sites Initiative) certification to incorporate stormwater management into new developments to reduce runoff and promote natural water cycles on new school development sites.

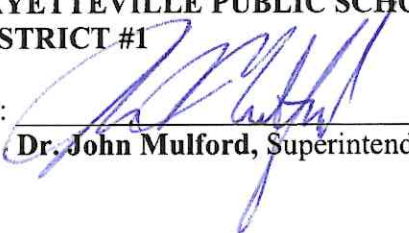
2. The City of Fayetteville, Arkansas agrees to:

- Work with FPS to review and provide guidance on their developed plans for retrofits on school sites to retain rainfall and reduce stormwater impacts above and beyond the requirements of the City's drainage criteria standards.
- Apply a 20% stormwater credit in 2025 toward the overall stormwater utility fee for the water quality work and existing education and outreach programs detailed in Appendix B.
- Apply an additional 10% in 2026 for new programming and engagement with families as specified by the University of Arkansas Cooperative Extension Service and using the UAEX metrics for attendance and participation.
- Apply additional credits, for a maximum of a total of 50% when appropriate retrofits are made to each campus location.

3. The term of this Memorandum of Agreement shall be for 3 years from the effective date of this Agreement as provided above, and can be administratively renewed upon review and approval by both parties. Either party may terminate this agreement if the conditions herein are not met.

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

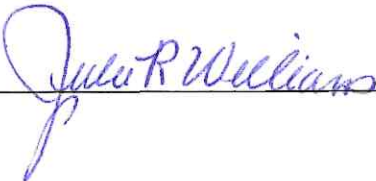
**FAYETTEVILLE PUBLIC SCHOOL
DISTRICT #1**

By: 
Dr. John Mulford, Superintendent

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor

ATTEST:

By: 
JULIA R. WILLIAMS

ATTEST:

By: _____
KARA PAXTON, City Clerk

Appendix B

Fayetteville Public Schools

Stormwater Mitigation Work (and Other Sustainability Efforts) 2024/2025

Water Quality Work:

- FHS, SOAR Academy, John L. Colbert Middle School, and Happy Hollow had staff trained and signed up for Stream Team with AGFC to monitor water quality on campuses and beyond. <https://www.agfc.com/education/stream-team/> 2024-2025 & continuing
- Beaver Water District provided programming to these sites in 2024-2025 & continuing
 - Holt Middle School
 - Holcomb Steam Night
 - Holt Middle School
 - Fayetteville High School Career Expo
 - FPS sustainability conference
 - John L Colbert Middle School (multiple pods engaged)
- Illinois River Watershed Partnership provided programming to these sites in 2024-2025 & continuing
 - SOAR Academy
 - Holcomb Elementary
 - Holt Middle School
 - McNair Middle School
 - John L. Colbert Middle School
 - FPS sustainability conference
- Watershed Conservation Resource Center worked with FPS to develop school programming starting with Happy Hollow Elementary. 2024-2025 & continuing
- H2Ozarks led macroinvertebrate studies at Gulley Park with John L. Colbert Middle School. 2024-2025 & continuing
- John Burden, Director of Stream Team for AGFC provided on the creek programming for FHS biology students. 2024-2025 & continuing
- All students in biology at FHS (grade level, honors, and AP) went on a water quality field trip this year in partnership with AGFC and FPS. This runs a variety of water quality tests and checks for bio indicators by collecting macroinvertebrates. 2024-2025 & continuing

- SOAR academy had City of Fayetteville Urban Forester John Scott come take them on a hike of their campus wetland to increase students' awareness of its role for our community and the unique ecosystem it provides. 2024-2025 & continuing
- Over 400 students in FPS worked on a native fish “trash to treasure” art project producing a 12ft sculpture of an alligator gar to be displayed at the public library and potentially at AGFC nature centers around the state. This project directly engaged hundreds of students in thinking about native fish and their habitats in order to raise awareness to local water quality issues. 2024-2025
 - Within this project over 80 students and stakeholders were engaged on a weekend in order to participate in a clean up of Lake Fayetteville.

Sustainability Efforts:

- Partnering with Green schools network to develop a district Sustainability Plan that will guide future work of the district. 2024-2027 & continuing
- This year FPS added two “No Mow” zones. These are native landscaping and were 100% student designed with the collaboration of local conservation organizations and experts. 2024-2025 & continuing
 - FHS added a native NO MOW to a terrace that was sod and not mitigated runoff the way the newly implemented area will. This also provides a new attractive outdoor learning space for students. 2024-2025 & continuing
 - Asbell Elementary also added a student designed NO MOW area and it is next to a downspouts and impervious parking lot. This project has been in collaboration with IRWP and is also a RAIN GARDEN helping to slow the flow of stormwater runoff into the pavement from adjacent downspouts. 2024-2025 & continuing
- First district student sustainability conference held in November with over twenty local sustainability and conservation experts presenting for students during the sustainable agriculture unit for middle school students. 2024-2025 & continuing
- First district leadership sustainability summit held in May. This is an opportunity for stakeholders to engage around the district work in sustainability and provide feedback on the formation of district goals. 2024-2025 & continuing
- Food Composting on five campuses. Across the district this year we bought four additional campuses into the city's food waste program. This has diverted tons of waste from landfills and kept nutrient waste out of storm drains. Additionally, this effort was students led by teams of FHS students and helped raise awareness about these issues among our student population. 2024-2025 & continuing

- Successfully piloted the City of Fayetteville's first dual stream recycling dumpster on two of our sites FHS and Harmon. This has increased students-led recycling efforts and helped the city reduce pickup time. 2024-2025 & continuing
- Event recycling has begun at district athletic events. 2024-2025 & continuing
- FPS has partnered with the City of Fayetteville to pay Toole Design Group to work with all schools developing a comprehensive Safe Routes to Schools Plan. This plan will encourage active transportation to and from school helping to mitigate pollutants associated with school commutes that inevitably end up in storm water drains and the watershed. 2024-2025 & continuing

Conservation Education:

- Three schools in FPS are seeking designation as School of Conservation Leadership with Arkansas Game and Fish. These schools are using conservation as a lens through which to view their standards. In this model blending academic, ecological, and civic learning are key traits of a Conservation School. All schools of conservation had to have a conservation project. 2024-2025 & continuing
- All district greenhouses have been used to grow native aquatic vegetation to improve local lakes. This includes four greenhouses and five schools: Happy Hollow, Owl Creek/SOAR, Vandergriff, John L. Colbert Middle School and FHS. 2024-2025 & continuing
 - Over 500 students worked alongside fisheries biologists from AGFC to plant locally sourced pondweed and delta arrowhead to be placed into Bobb Kidd lake. 2024-2025 & continuing
 - FHS greenhouse management students were able to join AGFC biologists on boats to place the plants into the lake. 2024-2025 & continuing
 - Native aquatic plants directly enhance water quality and reduce erosion — core stormwater goals. 2024-2025 & continuing
- Happy Hollow Elementary has partnered with the Watershed Conservation Resource Center in order to educate students on the importance of wetlands and their role. Students went on a series of three total field trips and one onsite experience with WCRC. This was an introduction to a wetland, native seed collecting, seed planting, and bare root potting on campus. 2024-2025 & continuing
- Five schools in FPS participated in the Trout in the Classroom program where students work with the USFWS and AGFC to raise trout from eggs to be stocked in the white

river. This raises awareness about our local watershed and its health. 2024-2025 & continuing

- AGFC mobile aquarium visited Asbell & FHS. This helped promote watershed awareness by focusing on our state's native fish, their habitat needs and morphology.
 - Asbell Summer School Curriculum:
 - July 7-10, 2025 The Ozark Waterways
 - July 8-10, 2025 Ozark Caves and Water Systems (*Beaver Creek Water District Education Trainers describe water conservation.*)
 - July 21-24, 2025 Farm to Table
- Lake Fayetteville Nature Walk
Field Trip to the Botanical Gardens
(Water preservation is crucial for farming, the Botanical Garden, and Lake Fayetteville because water is essential for crop growth and plant health, and efficient water management ensures sustainable food production, minimizes environmental impact, and helps farmers adapt to drought and other water-related challenges. Water preservation is crucial for animals because it ensures their survival and the health of their ecosystems. Water is a fundamental resource for all living things, and its availability affects everything from an animal's ability to drink and maintain body temperature to its habitat and reproductive success.)

Current Rain Gardens: (all current and ongoing)

- Asbell
- Butterfield
- FHS
- JLC
- Owl Creek

Rain Barrels: (all current and ongoing)

- Happy Hollow
- Butterfield
- Owl Creek (cistern needs help)
- Washington

Retention Ponds : (all current and ongoing)

- Butterfield
- Fayetteville High School
- Happy Hollow
- John Colbert Middle School
- Leverett Elementary
- Owl Creek Elementary

- Ramay Junior High School
- Fayetteville Public Schools Tennis Complex
- Fayetteville Public Schools Track Complex

Bulk Milk Machines:

- John L. Colbert Middle School, Holt Middle School, McNair Middle School for 2025-2026
- Milk Machines 2027-2028 New Woodland Junior High School
- Milk Machines 2028-2029 New Ramay Junior High School
- Currently 2024-2025 school year will see 898,748 milk cartons go into landfill from FPS alone

Composting: (all current and ongoing)

- Leverett Elementary
- Root Elementary
- Holcomb Elementary
- John L Colbert Middle School
- Fayetteville High School

Recycling: (all current and ongoing)

- Fayetteville Virtual Academy
- Asbell Elementary
- Butterfield Trail Elementary
- Holcomb Elementary
- Happy Hollow Elementary
- Leverett Elementary
- Owl Creek Elementary
- Root Elementary
- Vandergriff Elementary
- Washington Elementary
- Holt Middle School
- John L Colbert Middle School
- McNair Middle School
- ALLPS School of Innovation
- Fayetteville High School
- Ramay Junior High
- Woodland Junior High

Recommendations for adding to programming:

- <https://www.uaex.uada.edu/environment-nature/water/stormwater/nwastormwater/> wealth of resources and potential partner for this work. Could be used to develop FPS curriculum offerings or as a guest speaker when available. 2025-2026

- Stakeholder engagement around watershed awareness- stormwater mitigation- pollution sources IRW **(all current and ongoing)**
- District "Watershed Week" 2025-2026
- All schools Stream Team Trained by AGFC in 25/26
- Conservation art projects focused on storm drains and raising awareness 2025-2026

Additional Information Received

Date Received: MM/DD/YYYY	08/27/2025
Time: 00:00 (AM/PM)	7:21 AM
From: Name & Title	Alan Pugh, Staff Engineer
To: Name & Title	City Clerk's Office
Agenda Meeting Date: MM/DD/YYYY	09/02/2025
Civic Clerk Number: Ex. 2025-994	2025-1573

Exhibit A

Flood Management and Water Quality Funding Program

Stormwater Utility Fee Credit Framework

PREPARED FOR: City of Fayetteville, Arkansas
Department of Engineering

PREPARED BY: Funding Program Implementation Consulting Team

DATE: April 2025

The Stormwater Utility Fee Credit Framework provides an opportunity for sewer customers to reduce fees based on their contributions to stormwater management and environmental stewardship. By participating in the program, property owners can directly support the City's stormwater management goals while benefiting from reduced utility costs.

Stormwater management practices, compliance with city regulations, and active involvement in educational and stewardship programs are eligible activities for credits. Credits, up to 50% for a combination of the activities listed below, are awarded based on specific criteria that demonstrate a property's commitment to mitigating stormwater impacts, improving water quality, and engaging in green stormwater practices.

The City of Fayetteville has been preparing to implement the Stormwater Utility since 2018. The Beaver Water District, charged with ensuring the water quality of our regional drinking water, shares our goals to pursue efforts to reduce harmful nutrients from entering our drinking water supply. Stormwater infrastructure and maintenance funding has not kept up with our region's growth. As a result, a backlog of projects contributes to flooding issues and, in turn, water quality threats to Beaver Lake.

While much of the funding generated from the fees is slated for maintenance of infrastructure and addressing flooding issues after heavy rain, all these activities will have a positive impact on water quality. When properly functioning and maintained, concrete infrastructure, water retention/detention ponds, and low impact development features can all be effective at reducing high flow during storm events which then reduces the transporting of these sediments, harmful nutrients, and chemicals to our drinking supply.

The City of Fayetteville recognizes that many of its residents wish to be environmental stewards and help to mitigate impacts of their own impervious surface runoff or might simply want to try to reduce the financial impacts moving forward. This Stormwater Utility Credit Framework is designed to provide guidance for residents to accomplish both.

Eligible Credit Activities

1. Compliance with the City's Drainage Criteria Standards

Eligibility: Properties designed and constructed in compliance with the City's unified sizing criteria and that can demonstrate ongoing private operation and maintenance of stormwater management systems.

Credit:

- 10% per implemented measure (up to 40%)

Applicable Measures per the Drainage Criteria Standards include:

- Water Quality
- Channel Protection
- Overbank flood protection
- Extreme Flood

Criteria:

- Properties larger than 10,000 sq feet that were built prior to 2014.
- Properties must have a design that meets or exceeds the City's Design and Construction Manual standards.
- The property must show documented proof of ongoing operation and maintenance, including inspection records, maintenance logs, and other relevant documentation.

Example Projects:

- Retrofitting and/or installing large retention basin to offset the property's stormwater runoff.

Required Documents:

- Grading Permit (apply through Civic Access Portal)
- Engineered plans
- Asbuilts of completed project

2. Retrofits with Water Quality, Flood, and Tree Mitigation Measures

Eligibility: Properties that have retrofitted their stormwater systems (and maintain these retrofits) with mitigation measures, such as grass channels, green roofs, and

reforestation, in line with the City's current Design Criteria Manual, designed to capture 100% of runoff from their impervious area. A single Green Storm Water practice or multiple Green Stormwater Practices may be required to capture 100% of runoff from impervious areas.

Credit: 40%

Criteria:

- Properties less than 10,000 sq feet built before July 2021. This is intended for smaller residential, commercial and industrial properties.
- Retrofits must include water quality measures, flood control features, and/or tree mitigation that capture and manage 100% of the property's runoff.
- Properties must demonstrate private, ongoing maintenance of the retrofit system.
- Documentation of design, implementation, and maintenance of the retrofit must be provided.

Required Documents:

For projects that have between 1,201 and 10,000 square feet of additional impervious area, the City of Fayetteville requires the following:

- Completion and submission of the Stormwater Credit Worksheet.
- Indicate the size and location of the green storm water practice(s) selected for the project on the site plan. Please reference the [Stormwater Credit Standard Details](#) for the construction requirements for each green storm water practice.
- Completion and submission of a [Stormwater Credit Owner Affidavit](#) acknowledging the operation and maintenance of the GSP.
- Stormwater Credit site/grading plan

In addition to the above, for projects that have between 6,001 and 10,000 square feet of additional impervious area, the City of Fayetteville requires the completion and submission of an abbreviated tree preservation plan. If the project includes more than 10,000 square feet of additional impervious area, please contact the Engineering Division at 479.575.8206 for guidance on the approval process before proceeding with the project. Impervious area includes areas such as rooftops, pavement, sidewalks, compacted gravel, etc., where water cannot infiltrate into the ground.

Example Projects:

- Directing downspouts into bioretention areas
- Bioswales
- Retention Ponds

- Ribbon Driveways
- Raingardens
- Green Streets
- Directing driveway, roof runoff, or downspouts into bioretention areas
- Infiltration Trenches
- Installing Green Roofs
- Replacing concrete driveways or other paved surfaces with permeable pavement
- Properties where impervious surface covers 10% or less of property

3. NPDES Industrial Stormwater Permit Compliance

Eligibility: Properties subject to the National Pollutant Discharge Elimination System (NPDES) Industrial General Permit and that maintain compliance with Arkansas Department of Environmental Quality Stormwater Pollution Prevention Plans.

Credit: 10%

Criteria:

- This is intended for industries and businesses that are required to keep an industrial permit through the state of Arkansas.
- Properties must provide documentation showing active compliance with the Arkansas Department of Environmental Quality Industrial Stormwater General Permit.
- Evidence of an approved stormwater pollution prevention plan and records of routine inspections, monitoring, and reporting must be provided.

Required Documents:

- Documentation of Industrial NPDES permit in good standing.

4. Public and Tax-Exempt Customers: Stormwater Education Program

Eligibility: Public and tax-exempt properties that document attendance or participation in the quarterly Northwest Arkansas Stormwater Education Program activities, or that commit to hosting the specified program at their facility. This is only for entities that do not already have an interlocal cooperation agreement with the City.

Credit: 10%

Criteria:

- This credit is intended for religious institutions, corporations and non-profits, or schools that choose not to participate in a MOA.
- Properties must demonstrate participation in the Stormwater Education. Minimum of 20 individuals in attendance on behalf of organization.
- Verification of program participation through attendance logs or commitment to hosting educational events.
- Educational activities must focus on raising awareness about stormwater issues, best practices, or other relevant environmental concerns.
- Each credit will be applied to those parcels in the approved plan.

Required Documents:

- Plan per template provided by the City
- Documentation of attendance (sign-in sheet with contact information)
- Electronic verification (photos of event)

5. Public and Tax-Exempt Customers: Stormwater Stewardship Activities

Eligibility: Public and tax-exempt properties that participate in or support stewardship activities such as Adopt A Stream programs or invasive species removal efforts within the City.

Credit: 10%

Criteria:

- This credit is intended for religious and not for profit organizations.
- Participation must be documented through photos, event logs, or other records verifying involvement in stewardship activities.
- Activities must directly support the improvement of local water quality or the mitigation of stormwater runoff impacts.

Example Activities:

- Stream clean-up

Required Documents:

- Plan per template provided by the City
- Documentation of attendance
 - Sign-in sheet, date of attendance, and associated organization
 - Photos of Event

6. Public/Private Schools: Interlocal Cooperation Agreement

Eligibility: Public/Private schools that establish a contract or agreement with the City under § 25-20-104 to formalize their efforts in reducing stormwater runoff.

Credit: Up to 50% as agreed upon in the MOA

Criteria:

- Public/Private Schools must enter into a formal agreement with the City that includes the development of stormwater focused instructional curriculum for students and acknowledges and supports their stormwater reduction efforts, which may include infrastructure improvements, operational changes, or other mitigation practices.
- Public/Private schools that have an interlocal cooperation agreement are not eligible for obtaining credits through activity #4 or #5.

Required Documents:

- Agreement with City of Fayetteville, per template provided by the City.

7. Shared Parking

Eligibility:

- Owners of properties that agree to accommodate:
 - Shared public parking through an agreement with the City of Fayetteville (anywhere in the City) of 20 or more spaces (e.g. parking for a trailhead).
 - Shared public parking or employee parking for workers in the downtown area of 20 or more spaces or 100% of their privately owned lot within the paid parking districts.
- The city has the right to evaluate parking practices for consistent user experience and may require changes to receive credit.

Credit: 10%

Criteria:

- Owners of properties that enter into a shared public parking agreement within the paid parking districts with the City of Fayetteville.
- Notification to the Parking Division
 - Parking lot owners must provide signage as required by the city.

Required Documents:

- Parking agreement form per template provided by the city.

Implementation and Documentation Requirements

Application Process: Property owners must submit an application detailing the measures taken to qualify for credits, along with supporting documentation (e.g., inspection reports, maintenance logs, agreements, etc.). A valid email address must be provided to submit an application. All correspondence for the program will be through the provided email address.

Verification: The City of Fayetteville will conduct periodic reviews and inspections to verify the continued operation and maintenance of credited measures and may require improvements or repairs.

Credit Certification, Duration and Renewal: Credits are awarded for two years from the date of approval, with renewal contingent upon continued compliance with all applicable criteria. The first round of applications will open April 2025 and credits will be applied on the first bill in Fall 2025. Once the credit application is submitted by the customer, the Stormwater Utility staff will review and send back via email any specifics regarding the credit, including the amount of the credit, approval date, and first discounted billing date.

The city will email a notification of the expiration date of the credit and the customer will need to submit a recertification for renewal of the credit. Recertification is required prior to 60 days of the expiration date to avoid any interruptions in the credit

Conclusion

Contact: stormwater@fayetteville-ar.gov

Website: [Fayetteville Stormwater Utility Program Website](#)

FAQs: [Fayetteville Stormwater Utility Program FAQs](#)



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Arkansas Prosecutor Coordinator's Office funding from the 4th Judicial District Drug Task Force**

RECOMMENDATION:

Staff recommends approval of a resolution to accept funding from the Arkansas Prosecutor Coordinator's Office for the specific support of the 4th Judicial District Drug Task Force (DTF) via a budget adjustment in the amount of \$350,000.

BACKGROUND:

For over 10 years, grant funding for the Drug Task Force (DTF) has remained unchanged, while expenses have steadily increased. This lack of additional funding has placed a greater financial burden on local agencies, which have had to contribute additional funding to maintain their illicit drug investigations. The Office of the Arkansas Drug Director has been working with the state legislature and the Governor's Office for several years to secure additional funding for the shortfall experienced by Arkansas' nineteen drug task forces. In 2024, the state legislature approved a one-time four-million-dollar disbursement to address the financial shortfalls experienced by the nineteen drug task forces in the state. Through this disbursement, our drug task force received \$533,067.

DISCUSSION:

In April 2025, Arkansas House Bill 1202 was passed, creating a fund to be known as the "Drug Task Force Fund." This funding is intended to be distributed by the Arkansas Department of Finance and Administration to eligible drug task forces throughout the state to reduce the financial burden on local agencies participating in drug task forces. The Governor's Office recently allocated four million dollars to the Drug Task Force fund to be dispersed proportionately to the nineteen drug task forces in Arkansas in 2025. The Governor's Office funding is non-recurring, but the Arkansas Legislature may consider a long-term and sustained funding source for the drug task forces during the 2026 legislative session. Our DTF will receive \$350,000 of this funding, which will lower local agency expenses by 8.6%. The City of Fayetteville is the fiduciary of these funds, and this money will be distributed as follows: Fayetteville - \$209,082; Springdale - \$44,545; Washington County - \$53,390; and Elkins - \$42,953.

BUDGET/STAFF IMPACT:

There are no matching requirements associated with this funding. The Drug Enforcement Fund budget adjustment will recognize revenue from the Arkansas Prosecutor Coordinator's Office in the amount of \$350,000 and increase the expense budget to allow for the distribution of these funds. The budget adjustment has no impact on staffing.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. Budget Adjustment



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1482

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE ARKANSAS PROSECUTOR COORDINATOR'S OFFICE IN THE AMOUNT OF \$350,000.00 FOR THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE

WHEREAS, in April 2025, the General Assembly passed Act 1006 of 2025, which established a fund to be known as the "Drug Task Force Fund" which was intended to be distributed by the Arkansas Department of Finance and Administration to eligible drug task forces throughout the state to reduce the financial burden on local agencies participating in drug task forces; and

WHEREAS, the Governor's Office recently allocated four million dollars to the Drug Task Force fund to be dispersed proportionately to the nineteen drug task forces in Arkansas in 2025 including \$350,000 for the 4th Judicial District Drug Task Force, which will lower local agency expenses by 8.6%.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing funding from the Arkansas Prosecutor Coordinator's Office for the Fourth Judicial District Drug Task Force in the total amount of \$350,000.00 to be distributed to the City of Fayetteville in the amount of \$209,082, the City of Springdale in the amount of \$44,575, the City of Elkins in the amount of \$42,953, and Washington County in the amount of \$53,390.



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

Resolution: 204-25

File Number: 2025-1482

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE ARKANSAS PROSECUTOR COORDINATOR'S OFFICE IN THE AMOUNT OF \$350,000.00 FOR THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE

WHEREAS, in April 2025, the General Assembly passed Act 1006 of 2025, which established a fund to be known as the "Drug Task Force Fund" which was intended to be distributed by the Arkansas Department of Finance and Administration to eligible drug task forces throughout the state to reduce the financial burden on local agencies participating in drug task forces; and

WHEREAS, the Governor's Office recently allocated four million dollars to the Drug Task Force fund to be dispersed proportionately to the nineteen drug task forces in Arkansas in 2025 including \$350,000 for the 4th Judicial District Drug Task Force, which will lower local agency expenses by 8.6%.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing funding from the Arkansas Prosecutor Coordinator's Office for the Fourth Judicial District Drug Task Force in the total amount of \$350,000.00 to be distributed to the City of Fayetteville in the amount of \$209,082, the City of Springdale in the amount of \$44,575, the City of Elkins in the amount of \$42,953, and Washington County in the amount of \$53,390.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1482

Item ID

9/2/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

8/8/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution to accept funding from the Arkansas Prosecutor Coordinator's Office for the specific support of the 4th Judicial District Drug Task Force (DTF) via a budget adjustment in the amount of \$350,000.

Budget Impact:

2930.200.2960-various

Drug Enforcement

Account Number

Fund

62401-2425

Police- DTF - Prosecutor's Assoc Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 128,305.00

Expenses (Actual+Encum)

\$ 114,254.31

Available Budget

\$ 14,050.69

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 350,000.00

Remaining Budget

\$ 364,050.69

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF SEPTEMBER 2, 2025

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police
DATE: August 8, 2025

A handwritten signature in black ink, appearing to read "Mike Reynolds".

SUBJECT: Arkansas Prosecutor Coordinator's Office funding for the 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends approval of a resolution to accept funding from the Arkansas Prosecutor Coordinator's Office for the specific support of the 4th Judicial District Drug Task Force (DTF) via a budget adjustment in the amount of \$350,000.

BACKGROUND:

For over 10 years, grant funding for the Drug Task Force (DTF) has remained unchanged, while expenses have steadily increased. This lack of additional funding has placed a greater financial burden on local agencies, which have had to contribute additional funding to maintain their illicit drug investigations. The Office of the Arkansas Drug Director has been working with the state legislature and the governor's office for several years to secure additional funding for the shortfall experienced by Arkansas' nineteen drug task forces. In 2024, the state legislature approved a one-time four-million-dollar disbursement to address the financial shortfalls experienced by the nineteen drug task forces in the state. Through this disbursement, our drug task force received \$533,067.

DISCUSSION:

In April 2025, Arkansas House Bill 1202 was passed, creating a fund to be known as the "Drug Task Force Fund." This funding is intended to be distributed by the Arkansas Department of Finance and Administration to eligible drug task forces throughout the state to reduce the financial burden on local agencies participating in drug task forces. The Governor's Office recently allocated four million dollars to the Drug Task Force fund to be dispersed proportionately to the nineteen drug task forces in Arkansas for 2025. The Governor's Office funding is non-recurring, but the Arkansas Legislature may consider a long-term and sustained funding source for the drug task forces during the 2026 legislative session. Our DTF will receive \$350,000 of this funding, which will lower local agency expenses by 8.6%. The City of Fayetteville is the fiduciary of these funds, and this money will be distributed as follows: Fayetteville - \$209,082; Springdale - \$44,575; Washington County - \$53,390; and Elkins - \$42,953.

BUDGET/STAFF IMPACT:

There are no matching requirements associated with this funding. The Drug Enforcement Fund budget adjustment will recognize revenue from the Arkansas Prosecutor Coordinator's Office in the amount of \$350,000 and increase the expense budget to allow for the distribution of these funds. This budget adjustment has no impact on staffing.

Attachments:

Budget Adjustment

Budget Year	Division	Adjustment Number
2025	POLICE (200)	
	Requestor: T Tannehill	

This budget adjustment will establish State funding issued by the Governor's Office to the Arkansas Prosecuting Attorneys Association for the pass-through purpose for partially funding the shortfall of Arkansas Drug Task Forces.

[illegible]



MEETING OF SEPTEMBER 2, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: Grant Award for Funding of the 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends approval of a resolution to accept a grant award for funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The grant award amount represents \$56,559 in federal grant funding, \$169,676 in state grant funding, and \$46,066 in required local in-kind matching funds.

BACKGROUND:

The ADF&A has provided federal and state funding to the City of Fayetteville for multi-jurisdictional drug task force activities since 1991. Grant funding is provided by the Edward Byrne Memorial Justice Assistance Grant Program and the State Drug Crime Enforcement and Prosecution Fund. Use of these funds are dictated by the 2020-2025 Statewide Strategic Plan adopted by the Arkansas Alcohol and Drug Abuse Coordinating Council. The City of Fayetteville, as the fiduciary of the 4th JDDTF, is a sub grantee of the Arkansas Alcohol and Drug Abuse Coordinating Council, and these grant funds can only be used for law enforcement purposes.

Participating law enforcement agencies include Fayetteville, Springdale, Prairie Grove, Farmington, Lincoln, Greenland, West Fork, Goshen, Elkins, Tontitown, Elm Springs, and Washington County. The 4th JDDTF Control Group consists of top law enforcement officials from Fayetteville, Springdale, Elkins, and Washington County. Fayetteville continues to provide fiduciary oversight of this funding and provides a 4th JDDTF Supervisor, three (3) 4th JDDTF Officers, and a 4th JDDTF Secretary. Springdale provides three (3) 4th JDDTF Officers, Washington County provides one 4th JDDTF Officer, and Elkins provides one 4th JDDTF Officer which represents the rural member agencies.

DISCUSSION:

ADF&A's Office of Intergovernmental Services is providing grant funding through the Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs. The award for grant funding will partially reimburse personnel expenses of the task force officers. The grant award will be distributed as follows: Fayetteville - \$33,787.15 in Federal funds, \$101,360.85 in State Funds, and \$27,518.86 in local match funds; Springdale - \$7,203.14 in Federal funds, \$21,609.30 in State funds, and \$5,866.79 in local match funds; Washington County - \$8,627.68 in Federal funds, \$25,882.90 in State funds, and \$7,027.05 in local match funds; and Elkins - \$6,941.03 in Federal funds, \$20,822.95 in State funds, and \$5,653.30 in local match.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

No increase in budgeted funds will be required. The current 4th JDDTF budget will be sufficient for the balance of 2025. This grant funding will have no impact on current staffing levels.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. DTF Grant Award Docs



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-1369

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$272,301.00, AND TO AUTHORIZE MAYOR RAWN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$272,301.00, and authorizes Mayor Rawn to sign all necessary documents to receive the grant funds.



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

Resolution: 205-25

File Number: 2025-1369

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT FOR STATE FUNDING OF THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE IN THE AMOUNT OF \$272,301.00, AND TO AUTHORIZE MAYOR RAWN TO SIGN ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT FUNDS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$272,301.00, and authorizes Mayor Rawn to sign all necessary documents to receive the grant funds.

PASSED and APPROVED on September 2, 2025

Approved:

Attest:

Molly Rawn, Mayor

Kara Paxton, City Clerk Treasurer

City of Fayetteville Staff Review Form

2025-1369

Item ID

9/2/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Mike Reynolds

8/4/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution to accept a grant award for funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance & Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The grant award amount represents \$56,559 in federal grant funding, \$169,676 in state funding, and \$46,066 in required local in-kind matching funds

Budget Impact:

2930.200.2960-various

Drug Enforcement

Account Number

Fund

31604/31605

4th DTF Byrne/4th DTF State Drug Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,190,760.00

Expenses (Actual+Encum)

\$ 528,108.57

Available Budget

\$ 662,651.43

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 662,651.43

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF SEPTEMBER 2, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: August 4, 2025

SUBJECT: Grant Award for Funding of the 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends approval of a resolution to accept a grant award for funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The grant award amount represents \$56,559 in federal grant funding, \$169,676 in state grant funding, and \$46,066 in required local in-kind matching funds.

BACKGROUND:

The ADF&A has provided federal and state funding to the City of Fayetteville for multi-jurisdictional drug task force activities since 1991. Grant funding is provided by the Edward Byrne Memorial Justice Assistance Grant Program and the State Drug Crime Enforcement and Prosecution Fund. Use of these funds are dictated by the 2020-2025 Statewide Strategic Plan adopted by the Arkansas Alcohol and Drug Abuse Coordinating Council. The City of Fayetteville, as the fiduciary of the 4th JDDTF, is a sub grantee of the Arkansas Alcohol and Drug Abuse Coordinating Council, and these grant funds can only be used for law enforcement purposes.

Participating law enforcement agencies include Fayetteville, Springdale, Prairie Grove, Farmington, Lincoln, Greenland, West Fork, Goshen, Elkins, Tontitown, Elm Springs, and Washington County. The 4th JDDTF Control Group consists of top law enforcement officials from Fayetteville, Springdale, Elkins, and Washington County. Fayetteville continues to provide fiduciary oversight of this funding and provides a 4th JDDTF Supervisor, three (3) 4th JDDTF Officers, and a 4th JDDTF Secretary. Springdale provides three (3) 4th JDDTF Officers, Washington County provides one 4th JDDTF Officer, and Elkins provides one 4th JDDTF Officer which represents the rural member agencies.

DISCUSSION:

ADF&A's Office of Intergovernmental Services is providing grant funding through the Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs. The award for grant funding will partially reimburse personnel expenses of the task force officers. The grant award will be distributed as follows: Fayetteville - \$33,787.15 in Federal funds, \$101,360.85 in State Funds, and \$27,518.86 in local match funds; Springdale - \$7,203.14 in Federal funds, \$21,609.30 in State funds, and \$5,866.79 in local match funds; Washington County - \$8,627.68 in Federal funds, \$25,882.90 in State funds, and \$7,027.05 in local match funds; and Elkins - \$6,941.03 in Federal funds, \$20,822.95 in State funds, and \$5,653.30 in local match.

BUDGET/STAFF IMPACT:

No increase in budgeted funds will be required. The current 4th JDDTF budget will be sufficient for the balance of 2025. This grant funding will have no impact on current staffing levels.

Attachments:

Grant Award Packet



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

☒

JAG

☐

RSAT

☒

DCF

☐

COAP/COSSAP

CATALOG OF DOMESTIC FEDERAL ASSISTANCE

CFDA Number 16.738 – Edward Byrne Memorial Justice

Assistance Grant 15PBJA-24-GG-04308-JAGX

**Arkansas State Drug Crime Enforcement and
Prosecution Grant Fund (DCF)**

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Molly Rawn, Mayor
4th JD DTF
113 W. Mountain Street
Fayetteville, AR 72701

6. SUBGRANT NUMBER:

265041-24JL
265041-26DF

2. FEDERAL IDENTIFICATION NUMBER/UEI:

71-6018462 / ZGAZNS4HKFY3

7. START DATE: July 1, 2025
END DATE: June 30, 2026

8. AWARD DATE: July 1, 2025

9. ACTION:

Initial

☒

Modification

3. MODIFICATION EFFECTIVE DATE:

4. MODIFICATION AMOUNT: \$
FEDERAL AMOUNT: \$
STATE AMOUNT: \$
LOCAL MATCH: \$

10. AWARD AMOUNT: **\$272,301**
FEDERAL AMOUNT: **\$ 56,559**
STATE AMOUNT: **\$169,676**
LOCAL MATCH: **\$ 46,066**
No Indirect Rate Cost

5. PROJECT DESCRIPTION

Identify arrest and prosecute individuals who are manufacturing, selling, or transporting drugs in or through the program's jurisdictional area of operations. This subaward is not an R&D

Read Subrecipient Agreements on page 103 of the guide to see the specific requirements for the subaward document.

[DOJ Grants Financial Guide \(ojp.gov\)](#)

11. SPECIAL CONDITIONS (Check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

This project is supported under Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund

AGENCY APPROVAL

SUBGRANTEE APPROVAL

12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL

Doris Smith, DFA Administrator
Intergovernmental Services

15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL

Molly Rawn, Mayor
4th JD Drug Task Force (DTF)

13. SIGNATURE OF APPROVING OFFICIAL

14. DATE:

16. SIGNATURE OF AUTHORIZED OFFICIAL

17. DATE:



STATE OF ARKANSAS
**Department of Finance
and Administration**

Office of Intergovernmental Services

1515 West Seventh Street, Suite 400

Post Office Box 8031

Little Rock, Arkansas, 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS

	If applicable, the applicant assures that any federal funds made available under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program will not be used to supplant state and local funds but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project.
	The subrecipient shall ensure that federal and/or state matching funds are used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Federal and/or state matching funds made available under this grant will be used to increase the amount of funds that would, in the absence of federal and/or state matching funds, be made available for law enforcement activities. If there is a potential presence of supplanting, the subrecipient will supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For example, no maintenance and operation costs previously funded by a state, city or county government may be supported with Drug Crime Fund and/or state matching funds. Any federal and/or state matching funds budgeted to supplement existing state and/or local funds due to increased maintenance and operation costs (e.g., fuel, utilities, etc.) shall not be used until all state and/or local funds budgeted for those costs are exhausted.
	The applicant assures that fund accounting, auditing, monitoring, and evaluation procedures as may be necessary to keep such records as the Department of Justice and the Department of Finance and Administration shall be provided to assure fiscal control, proper management, and effective disbursement/reimbursement of funds received under this sub award.
	The applicant assures that it will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these assurances, are met.
	If applicable, the applicant assures that it will comply with the <i>OJP Financial Guide</i> in its administration of the grant. The OJP Financial Guide can be accessed online at https://www.ojp.gov/funding/financialguidedoj/overview
	The applicant assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the as the

GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS

	Department of Justice and the Department of Finance and Administration may require.
	The applicant agrees to use the grant and matching funds only for the purposes stated in this application. Additionally, the applicant agrees that any grant and matching funds approved for personnel for this project will be based on the percent of time the personnel actually devote to the project.
	The applicant assures that in the event a federal/state court or federal/state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights Compliance (OCRC) and the Arkansas Department of Finance and Administration, Office of Intergovernmental Services.
	The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEOP on file which meets the requirements therein.
	If applicable, the applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
	The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements. (A) as may be necessary for the Department of Finance and Administration to comply with the 1996 Single Audit Act Amendments, Office of Management and Budget (OMB) Circular A-133 and/or 2 C.F.R. Subpart F, and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations.

GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS

	The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete fingerprint arrest information.
	The applicant assures that both federal, state, and matching funds used for this project will be used exclusively to support defined Edward Byrne Memorial Justice Assistance Grant (JAG) Program activities and will not be used to support any general-purpose law enforcement or other activity maintained by the applicant.
	The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board or 'Control Group' will hold regularly scheduled meetings every two (2) months and will provide DFA-IGS and the State Drug Director with copies of the agenda and minutes of each meeting.
	The applicant assures that if the grant funds are used to support a Task Force, appropriate and adequate staffing would be maintained for the duration of the project period. For efficiency in project implementation, the State Drug Director's Office highly recommend that appropriate staff include a full-time Drug Task Force Commander (certified law enforcement officer) and a Fiscal Officer regardless of if funds are used to pay salaries.
	The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator/Director/Commander and the Task Force Board will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations. Copies of the Policy and Procedures Manual as well as updates and revisions shall be forwarded to DFA-IGS and the State Drug Director's Office. <i>(Updates and Revisions shall be submitted when occurred.)</i>
	The applicant assures that all proposals for out of state travel for conference and training will be submitted for approval prior to any expense being incurred.
	If Drug Crime Funds are awarded, the sub-recipient must comply with Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund http://www.arkleg.state.ar.us/assembly/2007/R/Acts/Act1086.pdf
	If applicable, the sub-recipient agrees to prepare and submit an <i>Inventory Report</i> for equipment purchased with federal, state, and/or local matching funds with the 1 st <i>Quarterly Report</i> . <i>(Updates to Inventory Reporting shall be submitted with quarterly reports.)</i>
	The sub-recipient agrees to prepare and submit/complete/upload a <i>Monthly Request for Reimbursements</i> (with copies of invoices, cancelled checks, and other documentation of expenditures by line item) by the 15 th day of each month following the month for which subgrant expenditures were paid. Supporting document(s) reporting the allocation of subgrant expenditures between federal, state and/or local funds shall accompany each Request for Reimbursement. Reimbursement requests must be submitted timely. Documentation must be appropriate, legible, and accurate. Sub-recipients are required to submit/complete requests monthly in the subrecipient designated shared folders, even if the

GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS

	request is zero and provide/submit local match according to the approved budget. Failure to submit/complete monthly reimbursement requests in a timely manner may impose additional special conditions.
	The sub-recipient must prepare and/or submit <i>Quarterly Progress Reports</i> in BJA/PMT by the 15 th of the month following the end of a quarter. Report due dates are October 15 th , January 15 th , April 15 th , and July 15 th . Sub-recipient may utilize the Accountability Measures Quarterly Report Tool when submitting quarterly reports. Failure to submit quarterly reports in BJA/PMT in a timely manner may result in suspension of funds.
	The sub-recipient agrees to prepare and submit <i>Monthly Reports</i> by the 10 th of the month following the end of a month. Sub-recipient must submit monthly reports to the State Drug Director's office.
	<i>Budget Modifications/Revision Requests</i> must be submitted by the 10 th of the month in order for them to be considered for expenditures made during that month. Budget revisions will not be accepted during the last month of the grant period absent extraordinary circumstances. Sub-recipient may request modification of the approved budget to reallocate funds between existing categories. Requests for the addition of new budget categories or line items may not be approved. The final budget request modification/revision must be submitted no later than June 10 th . DFA-IGS will only accept four (4) budget modifications request during the awarded project period. This does not include the initial budget modification which is due within 45 days of the Award Date.
	The subrecipient agrees to submit within thirty (30) days of the end of the grant period a <i>Cumulative Financial Report and Annual Narrative Report</i> "MARKED FINAL." Reimbursement requests not submitted by ninety days past the final day of the grant period will be denied payment subject extraordinary circumstances. Absent such circumstances, the federal and/or state funds will be de-obligated from the subaward.
	The subrecipient agrees to submit within thirty (30) days of the end of the grant period an <i>Annual Local Match Report</i> to the State Drug Director's Office. The annual match report is to ensure compliance of the required 20% DCF match.
	The sub-recipient agrees to provide notification to IGS of all changes made to the General Project Information, i.e. contact information-name, address, telephone, fax, e-mail, etc. and changes made to authorized officials and/or staffing. The sub-recipient will assure that DFA-IGS has complete and correct contact information for the Contract Official for the grant, the DTF Director/Commander, and the Fiscal Officer. Changes in contact information will include physical address, phone, fax and e-mail information as well as updated Memorandum of Understanding. Replacement or changes of DTF officers/staff who are paid directly by the grant or whose salary is used in whole or in part as match to the grant must also be reported the DFA-IGS.

GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS

	The sub-recipient agrees to attend any required DFA-IGS and/or State Drug Director's Office sponsored trainings/meetings as deemed necessary as well as other local trainings/meetings.
	The sub-recipient understands that prior written approval is required for subgrant expenditures from federal and/or state funds budgeted in equipment and travel and training line items. The subrecipient shall submit to IGS a written request to purchase small equipment items not approved in the initial budget and submit a written request for use of funds for out-of-state travel and training. Federal and/or state funds budgeted for these purposes shall neither be obligated nor expended until approved by IGS and/or the Law Enforcement Committee. All approvals will be transmitted in written form to the subrecipient.
	In regard to monthly reimbursement and allowable costs, the sub-recipient acknowledges the additional items below and agrees to comply with each. a. Grant funds will be used only in accordance with the approved budget. Expenditures incurred or made outside the approved budget line items/categories will be disallowed. b. All lease agreements (i.e., vehicle, storage, office space, and/or rental) must be submitted to DFA-IGS for the file within 60 days of the award date. c. Preapproval is required for out of state travel. Prior to travel, sub-recipient must submit an out-of-state travel request form to IGS for approval no later than 30 days before the travel. IGS will provide the standard form to use. Expense incurred for out of state travel that is not pre-approved by IGS will be disallowed. d. Uniform allowance is limited to the purchase of standard officer uniform, hazardous material uniform and necessary hazmat accessories. Undercover officers may not use the uniform allowance to purchase plain clothes. e. Lease cost for vehicles may not exceed \$600 per month per vehicle. f. Health Insurance premiums and retirement benefits are limited to the maximums paid by the State of Arkansas for its employees. At the time of this award, health insurance maximum is \$605, and retirement maximum rate is 15.32% g. The purchase of weapons, lethal or non-lethal, and ammunition for those weapons is an unallowable expense. h. The purchase of drug interdiction canine is unallowable. i. The use and fund of "Buy Money" is an unallowable cost under this award. j. The sub-recipient, before unique purchases, will review federal/state solicitations and be aware of other unallowable items or items that require special conditions for approval.

GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS

	The sub-recipient understands that should it fail to comply with the Federal Award Special Conditions and State Terms and Conditions of this subaward, including civil rights requirements, whether stated in a Federal or State statute, regulation, assurance, application, or notice of award, IGS may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the recipient; (2) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award; (4) withhold further awards for the project or program and (5) take other remedies that may be legally available.

I have read and will comply with each initialed General Term and Special Subgrant Conditions listed above.

(Signature of Authorized Official)

(Date)

Molly Rawn
(Print Name)

Mayor
(Title)

Willie Newman
(Signature of Fiscal Officer)

8/1/25
(Date)

Willie Newman
(Print Name)

Fiscal Officer
(Title)



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature of Contracting Official

Molly Rawn, Mayor

Date

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Molly Rawn	TITLE Mayor
APPLICANT ORGANIZATION City of Fayetteville, Arkansas	DATE SUBMITTED



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature of Contracting Official

Date

Molly Rawn, Mayor



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Molly Rawn, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville, Arkansas

Name of Organization

1800 N. Stephen Carr Memorial Boulevard, Fayetteville, AR 72704

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Fayetteville
1800 N. Stephen Carr Memorial Boulevard
Fayetteville, AR 72704

2. Application Number and/or Project Name

4th Judicial District Drug Task Force

3. Grantee IRS/Vendor Number

71-6018462

4. Typed Name and Title of Authorized Representative

Molly Rawn, Mayor

5. Signature

6. Date

Initial Here	Special Conditions
	Condition 1 Meaningful access requirement for individuals with limited English proficiency The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.
	Condition 2 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	Condition 3 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38. Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities

	related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law. Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations. In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.
	Condition 4 Requirements of the award; remedies for non-compliance or for materially false statements The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances

	or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance. Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
	Condition 5 Effect of failure to address audit issues The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
	Condition 6 Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP. For more information and resources on the Part 200 Uniform Requirements as

	they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
	Condition 7 Reporting potential fraud, waste, and abuse, and similar misconduct The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
	Condition 8 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

	The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
	Condition 9 Requirement for data on performance and effectiveness under the award The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
	Condition 10 Compliance with DOJ Grants Financial Guide References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
	Condition 11 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 12

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 13

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance

with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

	Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
	Condition 14 Encouragement of policies to ban text messaging while driving Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
	Condition 15 Restrictions and certifications regarding non-disclosure agreements and related matters No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 1. In accepting this award, the recipient-- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

	b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
	Condition 16 OJP Training Guiding Principles Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.
	Condition 17 Specific post-award approval required to use a noncompetitive approach in

	any procurement contract that would exceed \$250,000 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
	Condition 18 Requirement to report potentially duplicative funding If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
	Condition 19 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41

	U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
	Condition 20 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
	Condition 21 Requirement to report actual or imminent breach of personally identifiable information (PII) The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
	Condition 22 Requirements related to System for Award Management and Universal Identifier Requirements The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This

	includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
	Condition 23 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.
	Condition 24 Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

	Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
	Condition 25 All subawards ("subgrants") must have specific federal authorization The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements - - OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
	Condition 26 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements
	Condition 27 The recipient understands that, in accepting this award, the Authorized

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	Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.
	Condition 28 Body-worn cameras, policies and procedures In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.
	Condition 29 Body armor - compliance with NIJ standards and other requirements Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
	Condition 30 The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested

	documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
	Condition 31 Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
	Condition 32 Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
	Condition 33 Confidentiality of data The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate

SPECIAL CONDITIONS FOR FEDERAL AWARD 15PBJA-24-GG-04308-JAGX

	that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
	Condition 34 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
	Condition 35 Protection of human research subjects The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
	Condition 36 Justification of consultant rate Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
	Condition 37 The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
	Condition 38 Compliance with 28 C.F.R. Part 23 With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

	Condition 39 Justice Information Sharing Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
	Condition 40 Required monitoring of subawards The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
	Condition 41 "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review. The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

Condition 42**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or

	eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.
	Condition 44 Establishment of trust fund If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

	Condition 45 Required data on law enforcement agency training Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
	Condition 46 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
	Condition 47 Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.
	Condition 48 Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or

	remove such NICS- relevant "eligible records". In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.
	Condition 49 Prohibition on use of award funds for match under BVP program JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.
	Condition 50 Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

	Condition 51 Expenditures prohibited without waiver No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.
	Condition 52 Exceptions regarding Prohibited and Controlled Equipment under OJP awards Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Fayetteville

Address: 1800 N Stephen Carr Memorial Blvd., Fayetteville AR 72704

Is agency a: ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? x Yes ☐ No

DUNS Number: 0756577420000

Vendor Number (only if direct recipient)

Name and Title of Contact Person: Willie Newman

Telephone Number: 479-587-3581

E-Mail Address: wnewman@fayetteville-ar.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Molly Rawn _____ [responsible official], certify that _____ City of Fayetteville

_____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: [organization], City of Fayetteville, Arkansas Human Resources Division

[address]. 113 W. Mountain Street, Fayetteville, AR 72701

Molly Rawn, Mayor

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

If additional space is necessary, please duplicate this page.

**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.****1 Name** (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Fayetteville

2 Business name/disregarded entity name, if different from above**3 Check appropriate box for federal tax classification** of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☒ Other (see instructions) ►

Government/Inc

5 Address (number, street, and apt. or suite no.) See instructions.

113 W Mountain St

6 City, state, and ZIP code

Fayetteville, AR 72701

7 List account number(s) here (optional)**4 Exemptions** (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 2.**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

[] [] [] - [] [] - [] [] []

or

Employer identification number

7 1 - 6 0 1 8 4 6 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not **subject to backup withholding** because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ►

Lis M. Blough

Date ►

1/2/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.