City of Fayetteville, Arkansas

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

City Council Tentative Agenda

Tuesday, September 30, 2025

4:30 PM

City Hall Room 101

City Council Members

Council Member Robert B. Stafford Ward 1
Council Member Dr. D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

Meeting Information:

1. Webinar ID:851 8288 6201
Public Registration Link: https://us06web.zoom.us/webinar/register/WN_j-PaG-i5RyuPQfbHsYZdyg

AgendaItemComment@Fayetteville-AR.GOV

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

1. Mental Health Awareness Week - Mayor Molly Rawn

City Council Meeting Presentations, Reports and Discussion Items

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

A. Consent

A.1. Approval of the September 16, 2025 City Council Meeting Minutes.

A.2. Architectural Contract for Aquatic Center Design with Crafton Tull & Associates, Inc.:
A resolution to award RFQ #25-07, and authorize a Professional Architectural Contract with Crafton Tull & Associates, Inc. in the total amount of $232,524.00 for design of an Aquatic Facility, and to approve a budget adjustment. (2025-1672)

A.3. Aquatic Center Pre-Construction Contract:
A resolution to award RFQ #25-08 and authorize a Construction Manager at Risk services contract with CDI Contractors, LLC in the amount of $39,999.00 for the pre-construction phase, and to approve a budget adjustment. (2025-1796)

A.4. Contract for Improvements to the Noland Water Resource Recovery Facility:
A resolution to approve Amendment No. 1 to the contract with Garver, LLC in an amount not to exceed $1,921,700.00 for the preliminary design of improvements to the Noland Water Resource Recovery Facility, and to approve a budget adjustment. (2025-1849)

A.5. Purchase of Transit Stop Enhancement Materials:
A resolution to waive competitive bidding and approve the purchase of transit stop shelter structures and benches in the total amount of $269,700.00 plus any applicable sales taxes and shipping charges from Brasco International. (2025-1843)

A.6. Contract with Burns & McDonnell Engineering, Inc. for Additional HWY 112 Project Work:
A resolution to approve Supplemental Agreement No. 3 to the contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $929,515.00 for construction management and additional design services related to HWY 112, and to approve a budget adjustment. (2025-1723)

A.7. Additional Investment in the Fayetteville Childcare Assistance Program:
A resolution to commit $24,690.00 in accrued interest from American Rescue Plan Act funds to the Childcare Assistance Program, and to approve a budget adjustment. (2025-1671)

A.8. Improvements to North Street (Garland Ave. to College Ave.) in Partnership with ARDOT:
A resolution to authorize an Agreement of Understanding with the Arkansas Department of Transportation for the North Street Improvement Project, and to approve a budget adjustment recognizing $300,000.00 in federal-aid funding and the required 20% local match of $75,000.00. (2025-1762)

A.9. Recognize Revenue from ACT 833 to Fund Future Fire Equipment Purchases:
A resolution to approve a $38,000.00 budget adjustment allocating ACT 833 funds for the purchase of fire equipment. (2025-1765)

A.10. Accept $200,000 Grant from the Arkansas Department of Aeronautics to fund the Pavement Crack Repair Project:
A resolution to authorize acceptance of a grant from the Arkansas Department of Aeronautics in the amount of $200,000.00 to fund the Drake Field Pavement Crack Repair Project, to approve Task Order No. 13 in the amount of $29,000.00 for Garver, LLC to provide engineering services for the project, and to approve a budget adjustment. (2025-1856)

A.11. Continuation of Central EMS Services:
A resolution to approve a five year Interlocal Agreement for Continuation of Ambulance Services through the Washington County Regional Ambulance Authority at a cost of $1,216,622 in 2026, and to authorize the Ambulance Authority to operate Central Emergency Medical Service as the exclusive emergency and non-emergency ambulance service within the cities. (2025-1813)

A.12. Roof Retrofit and Street-Side Boulders at YRCC:
A resolution to approve Change Order No. 3 to the contract with Moser Construction, LLC in the amount of $123,948.50 to retrofit the existing metal roof, provide street side boulders, and to approve a budget adjustment. (2025-1842)

A.13. Sewer Connection at 371 N. Harvey Dowell Rd.:
A resolution to approve an allowance for a sewer service connection beyond the City limits for property located at 371 North Harvey Dowell Road. (2025-1848)

A.14. Partnership with ARDOT and NWA Regional Planning Commission:
A resolution to approve a Supplemental Agreement Letter with the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for an additional $500,000.00 in federal aid funding through the Carbon Reduction Program for the Rupple Road Trail Lighting Project, and to approve a budget adjustment. (2025-1850)

A.15. Water Sewer Work Truck Needs:
A resolution to approve the purchase of a Ford Ranger from Randall Ford pursuant to Ordinance 6491 in the amount of $36,695.00, plus any applicable surcharges, freight charges, and delivery fees, and to approve a budget adjustment. (2025-1854)

B. Unfinished Business

B.1. PZD-2025-002 SE of North Double Springs Rd. and West Dot Tipton Rd.:
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.

At the September 2, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the October 7, 2025 City Council meeting.

B.2. PZD-2025-003 North Raven Lane:
An ordinance to approve a Residential Planned Zoning District entitled PZD-2025-003 for approximately 49.2 acres located on North Raven Lane in Ward 4. (2025-1691)

At the September 16, 2025 City Council meeting, this ordinance was left on the first reading.

B.3. ANX 25-001 West Lierly Lane:
An ordinance to annex that property described in Annexation Petition ANX 25-001 submitted by RMP LLP for property located on West Lierly Lane adjacent to Ward 4 containing approximately 19.92 acres. (2025-1673)

At the September 16, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the October 7, 2025 City Council meeting.

B.4. RZN 2025-32 West Lierly Lane:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-32 for approximately 19.92 acres located on West Lierly Lane in Ward 4 from R-A, Residential Agricultural to NC, Neighborhood Conservation. (2025-1674)

At the September 16, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the October 7, 2025 City Council meeting.

B.5. RZN 2025-27 West Mount Comfort Road (Appeal of Planning Commission Denial):
An ordinance to rezone the property described in Rezoning Petition RZN 2025-27 for approximately 0.40 acres located at 3070 West Mount Comfort Road in Ward 4 from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services-General. (2025-1685)

At the September 16, 2025 City Council meeting, this ordinance was left on the first reading.

C. New Business

C.1. ARDOT Grant Agreement - Transit Stop Enhancements:
A resolution to authorize an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project, and to approve a budget adjustment recognizing $150,000.00 in federal-aid funding. (2025-1722)

C.2. Secure Firearm Storage:
A resolution to encourage secure firearm storage and gun safety awareness for all residents. (2025-1761)

C.3. Resolution of Intent To Call for an Infrastructure Bond Election:
A resolution of intention to call an election and request that Fayetteville voters approve renewal of the current sales and use one percent tax for financing of capital projects needed by our citizens. (2025-1886)

C.4. Flexible Marina Operations and Lake Access Fee Modifications for Lake Fayetteville, Sequoyah, and Wilson:
An ordinance to modify the fee structure for lake use and access and allow for

more flexible marina operations by amending § 97.070 Recreational Activities at Lake Fayetteville, Sequoyah, and Wilson of the Fayetteville City Code. (2025-1828)

C.5. RZN 2025-38 South Combs Avenue:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-38 for approximately 0.20 acres located at 338 South Combs Avenue in Ward 1 from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban. (2025-1767)

C.6. RZN 2025-37 West Hughes Street:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-37 for approximately 0.29 acres located at 902 and 908 West Hughes Street in Ward 2 from RMF-40, Residential Multi-Family, 40 Units Per Acre to RI-U, Residential Intermediate-Urban. (2025-1770)

C.7. RZN 2025-36 North Maxwell Drive:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-36 for approximately 0.30 acres located at 1146 North Maxwell Drive in Ward 2 from RSF-4, Residential Single-Family, 4 Units Per Acre to RI-U, Residential Intermediate-Urban. (2025-1785)

C.8. RZN 2025-34 East Joyce Boulevard:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-34 for approximately 4.01 acres located at 3066 East Joyce Boulevard in Ward 3 from RI-12, Residential Intermediate, 12 Units Per Acre and NS-G, Neighborhood Services-General to CS, Community Services. (2025-1812)

D. Proposed Agenda Additions

E. City Council Agenda Session Presentations

F. City Council Tour

G. Announcements

H. Adjournment

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1672

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **RFQ 25-07 Architectural Contract for Aquatic Facility with Crafton Tull & Associates**

RECOMMENDATION:
Approval of RFQ 25-07 Architectural Contract with Crafton Tull and Associates, Inc. for design of an Aquatic Facility and related street improvements. This is a phased contract with Phase 1 in the amount of $221,024 plus reimbursable $11,500 for a total of $232,524. Approval of a budget adjustment is requested.

BACKGROUND:
May 2024: City Council approved resolution 139-24 for an Aquatic Center Feasibility study. That study has been completed and made public.

DISCUSSION:
This is a multi-year phased contract with Phase 1 to include programming, site evaluation and conceptual design of the facility and street improvements. Phase 2 services will include Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration. Phase 2 is contingent on a successful bond initiative. The benefit of starting now is to have conceptual plans that can be presented to the citizens prior to voting. We are also engaging a Construction Manager to assist with cost projections to ensure we stay within the projected budget. If the bond passes, this will expedite the project, allowing us to get started on schematic design once the project is approved.

BUDGET/STAFF IMPACT:
A budget adjustment to appropriate Parks Development funds in the amount of $232,524.00

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFQ 25-07 Contract Revised 9-18-25, 6. Fayetteville Aquatics Exhibit A Rev 2025-09-19, 7. RFQ 25-07, Appendix B - City Issued RFQ, 8. RFQ 25-07, Appendix C - Crafton Tull's Submittal

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

File #: 2025-1672

A RESOLUTION TO AWARD RFQ #25-07, AND AUTHORIZE A PROFESSIONAL ARCHITECTURAL CONTRACT WITH CRAFTON TULL & ASSOCIATES, INC. IN THE TOTAL AMOUNT OF $232,524.00 FOR DESIGN OF AN AQUATIC FACILITY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on May 21, 2024, the City Council passed Resolution 139-24 to develop an aquatic center feasibility study that has been completed and made public; and

WHEREAS, this is Phase 1 of a multi-year phased contract that will include programming, site evaluation and conceptual design; and

WHEREAS, Phase 2 is contingent on a successful bond initiative and will include schematic design, design development, construction documents, bidding and negotiation, and construction administration;

WHEREAS, the benefit of starting now is to have conceptual plans that can be presented to the citizens prior to voting, therefore if the bond passes, this will expedite the project, allowing the schematic design to begin once the project is approved.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #25-07, and authorizes Mayor Rawn to sign a professional architectural contract with Crafton Tull & Associates, Inc. in the total amount of $232,524.00 for design of an aquatic facility.

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

City of Fayetteville Staff Review Form

2025-1672

Item ID

10/7/2025

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

Wade Abernathy	8/27/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of RFQ 25-07 Phased Architectural Contract with Crafton Tull and Associates, Inc. in the amount of $221,024.00 plus reimbursable $11,500 for a total of $232,524.00 for design of a new Aquatic Facility, including site and street programming, site evaluation, and street and facility conceptual design; and approval of a budget adjustment.

Budget Impact:

2250.520.9255-5860.02	Parks Development
Account Number	Fund
24008.2501	Aquatic Facility - Phase 1
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	232,524.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	232,524.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 139-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of RFQ 25-07 Phased Architectural Contract with Crafton Tull and Associates, Inc. in the amount of $221,024.00 plus reimbursable $11,500 for a total of $232,524.00 for design of a new Aquatic Facility, including site and street programming, site evaluation, and street and facility conceptual design; and approval of a budget adjustment.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1672**

Holly Black
9/2/2025 3:54 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	232,524	232,524				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2250.520.9255-5860.02	232,524	-	24008	2501	EX	Capital Prof Svcs - Engineering/Architectura
2250.520.9250-4999.99	-	232,524			RE	Use Fund Balance - Current
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THIS AGREEMENT (Contract) is executed this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE or CITY) and Crafton Tull & Associates, Inc. (hereinafter called Engineer/Architect or Crafton Tull).

CITY OF FAYETTEVILLE from time to time requires professional Engineering and/or Architectural services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. Therefore, CITY and Crafton Tull in consideration of their mutual covenants agree as follows:

Crafton Tull shall serve as the professional engineer/architect consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed engineer/architect registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties: This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the CITY and Crafton Tull.
    a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
        i. Appendix A: Scope of Work & Fees
        ii. Appendix B: City's solicitation identified as RFQ 25-07, Aquatic Facility Design
        iii. Appendix C: Crafton Tull's Response to RFQ 25-07
        iv. Appendix D: Crafton Tull's Certificates of Insurance

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:
    a. City of Fayetteville: Attention: Mayor Molly Rawn, 113 W. Mountain, Fayetteville, AR 72701
    b. Crafton Tull & Associates, Inc., 1450 E. Zion Road, Ste. 9, Fayetteville, AR 72703

4. Fees, Expenses, and Payments:
    a. The Fixed Fee amount for Phase 1 of this contract shall be:
        i. Base and Supplemental services through Conceptual Design: $221,024.00
        ii. Phase 1 Reimbursables: $11,500.00
    b. The Estimated Fee amount for Phase 2 of this contract and shall be adjusted after Design Develoment.
        i. Schematic Design Development through Construction Administration and Closeouts: $4,,222,720.00
        ii. Phase 2 Reimbursables: $22,500.00

c. Crafton Tull shall track, log, and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage of work completed as defined by Appendix A.

d. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise Crafton Tull in writing the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.

e. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY may designate for professional services consistent with Crafton Tull's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by Crafton Tull and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY's approval and acceptance with the satisfactory completion of professional services for the Project.

f. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, Crafton Tull shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by Crafton Tull to be set forth therein.

    i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against Crafton Tull or sureties under this Agreement.

5. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

6. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

7. 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.

8. Omissions by the Engineer/Architect: If Crafton Tull fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, Crafton Tull will not receive a fee for work associated with the Change Order.

9. Insurance: Crafton Tull shall provide certificates of insurance addressed to the CITY OF FAYETTEVILLE, showing coverage for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, Crafton Tull shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Crafton Tull shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.

    a. Crafton Tull & Associates, Inc. shall provide to the CITY certificates as evidence of the specified insurance presented in Appendix D within ten (10) calendar days of the date of this agreement and upon each renewal coverage.

        i. Certificates of Insurance shall list the CITY OF FAYETTEVILLE as an additional insured, except for Workers' Compensation and Professional Liability Insurance. Listing the CITY has 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.

b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.

10. **Professional Responsibility: Crafton Tull** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CITY OF FAYETTEVILLE will promptly report to **Crafton Tull** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **Crafton Tull** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damage caused by any negligence of **Crafton Tull**.

11. **Responsibility of the City of Fayetteville**: CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Crafton Tull**:

    a. Provide full information as to the requirements for the Project.

    b. Assist **Crafton Tull** by making available all available information pertinent to the assignment including previous reports and any other data relative thereto.

    c. Assist **Crafton Tull** in obtaining access to property reasonably necessary to perform the services under this Agreement.

    d. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Crafton Tull** and render in writing decisions pertaining thereto.

    e. Review all documents and provide written comments to **Crafton Tull** in a timely manner.

    f. The City of Fayetteville's Bond Projects and Construction Manager is the project representative with respect to the services to be performed under this Agreement. The Bond Projects and Construction Manager 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.

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

13. **Period of Service:** This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

    a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Crafton Tull** will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the work authorized and the time in which the work is to be completed.

14. Termination:

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

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

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

b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that Crafton Tull is given:

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

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

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

i. No amount shall be allowed for anticipated profit on unperformed services or other work,

ii. Any payment due to Crafton Tull at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of Crafton Tull's default whether completed or in process and for which payment from the CITY OF FAYETTEVILLE has been received by Crafton Tull.

d. If termination for default is affected by Crafton Tull, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to Crafton Tull for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Crafton Tull relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action, Crafton Tull shall:

i. Promptly discontinue all affected work (unless the notice directs otherwise),

ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Crafton Tull in performing this Agreement, whether completed or in process.

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

g. If, after termination for failure of Crafton Tull to fulfill contractual obligations, it is determined that Crafton Tull had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

15. Delays

a. In the event the services of Crafton Tull are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond reasonable control, Crafton Tull shall be entitled to additional compensation and time for reasonable documented costs actually incurred by Crafton Tull in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by Crafton Tull, CITY shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The CITY does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

16. Rights and Benefits: Crafton Tull's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

17. Dispute Resolution

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

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

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

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

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and Crafton Tull shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of Crafton Tull and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site, or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

18. Sufficient Funds: The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to Crafton Tull for services rendered by Crafton Tull.

19. Publications: Recognizing the importance of professional development on the part of Crafton Tull's employees and the importance of Crafton Tull's public relations, Crafton Tull's may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining Crafton Tull'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 Crafton Tull, 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 Crafton Tull's activities pertaining to any such publication shall be for Crafton Tull's account.

20. Indemnification: Crafton Tull shall indemnify and hold harmless the CITY and its employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs to the extent caused by the negligent act, error, or omission of Crafton Tull, any person employed by Crafton Tull, or anyone for whose acts Crafton Tull is legally liable in the performance of professional services for the City pursuant to this Contract.

21. 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 (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the engineer/architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

22. Debarment Certification: Crafton Tull 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. Crafton Tull 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.

23. Ownership of Documents:

    a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. Crafton Tull may retain reproduced copies of drawings and copies of other documents.

    b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by Crafton Tull as part of the Work shall become the property of CITY OF FAYETTEVILLE when Crafton Tull has been compensated for all Services rendered, provided, however, that Crafton Tull shall have an unrestricted perpetual license right to their use. Crafton Tull shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Crafton Tull.

    c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. Crafton Tull makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

24. Additional Responsibilities of Crafton Tull & Associates, Inc.:

    a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve Crafton Tull of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

25. Audit and Access to Records:

a. Crafton Tull shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. Crafton Tull shall also maintain the financial information and data used by Crafton Tull in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives, shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. Crafton Tull will provide proper facilities for such access and inspection.

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

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

   i. Negotiated prime agreements:

   ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:

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

      1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of Crafton Tull;

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

      3. If the sub agreement is terminated for default or for convenience.

26. Covenant Against Contingent Fees:

a. Crafton Tull warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by Crafton Tull for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

27. **Gratuities:**

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

b. The CITY may pursue the same remedies against Crafton Tull as it could pursue in the event of a breach of the Agreement by Crafton Tull. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs Crafton Tull incurs in providing any such gratuities to any such officer or employee.

28. **Clarification and Understanding of all parties: Crafton Tull** shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Crafton Tull's** response shall be permitted as being referenced herein.

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

CITY OF FAYETTEVILLE, ARKANSAS	CRAFTON TULL & ASSOCIATES, INC.
By:_____	By:_____
MOLLY RAWN, MAYOR	SIGNATURE OF AUTHORIZED SIGNER
ATTEST:	
By:_____	Mark J. Owings, AIA, LEED AP, Senior VP, Architecture
Kara Paxton, City Clerk	PRINTED NAME AND TITLE
Date Signed: _____	Date Signed: _____

Fayetteville Aquatics – Appendix A
SERVICES AND COMPENSATION

BASIC A/E SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

The project will be delivered in two phases. Phase I will cover work leading up to the bond election and include efforts by the design team associated with these efforts. Upon successful passage of the bond issue, Phase II will continue the project, encompassing Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration.

The associated fees for the project will be categorized into three categories: the Base Fee for design, Supplemental Services required to complete the project, and additional services, both included and optional. A Fee Summary is given below.

Basic Services are Lump Sum (Phased Fee) and include services for: Civil Engineering, Mechanical/Electrical/ Plumbing Engineering, Structural Engineering, Architectural Design/Documentation, and Interior Design. Supplemental services are Lump Sum (Phased Fee) and include Aquatic Engineering design/documentation, as well as the supplemental services noted in the table below.

The fee for basic services is based upon the total construction costs calculated at $60,000,000 ($50M before design contingency, escalation, post-construction contingency, and CMAR fee). The fee shall be revised at the end of Design Development (based on the CMAR's Total Construction Costs).

The fees to be billed per phase are as follows*:

Phase I	
Bond Election Efforts	Lump Sum of $221,024
Phase II	
Schematic Design	20% Less Phase I Bond Election Efforts
Design Development	25%
Construction Documents	30%
Bidding/ Contract Negotiation	5%
Construction Administration	20%

***Note:** LEED® documentation and facilitation will be billed according to the breakdown provided within the tables shown within their Description of Supplemental Services, as the stages they provide their services do not align with the traditional phases above. This will ensure that the City is not paying for work that has not been completed. We intend to show LEED® facilitation as a separate line item on invoices for ease of tracking.

SCOPE OF WORK ASSUMPTIONS

A. This fee assumes that the selected site will be Lewis Park. Should an alternate site be chosen, the Architect reserves the right to revise this fee structure.
B. The City will provide the Geotechnical Report. Boring locations are to be coordinated with the design team.
C. The City will provide code-required material testing services during construction.
D. The Offsite Civil Engineering Conceptual design shall be further developed in Phase II. The scope and fee for the associated design and documentation shall be negotiated after passage of the bond issue. After which, an additional appendix shall be issued as an amendment to the contract.

FEE SUMMARY

Basic Services	$3,390,000
Supplemental Services	$794,300
LEED® Services	$235,744
Record Drawing Services	$23,700
Total Fees:	$4,443,744

Reimbursable Budget Phase I	$11,500
Reimbursable Budget Phase II	$22,500
Total Reimbursable Budgets:	$34,000

SUPPLEMENTAL SERVICES INCLUDED WITHIN OUR FEE:

For clarity, the following table of Supplemental Services and Responsibilities has been provided.

Supplemental Services	**Responsibility** *(Architect, City, or not provided)*
1. Programming	Architect
2. Multiple Preliminary Designs	Architect
3. Measured drawings	Not Provided
4. Existing facilities surveys	Not Provided
5. Site evaluation and planning	Not Provided
6. Building Information Model management responsibilities	Not Provided
7. Development of Building Information Models for post-construction use	Not Provided
8. Civil engineering	Architect
9. Large Scale Development Drawings and Submittal	Architect
10. Civil engineering for offsite utilities	Not Provided (future proposal)
11. Civil engineering for roadway design	Not Provided (future proposal)
12. Landscape design and documentation	Architect
13. Interior Design	Architect
14. Value analysis	Not Provided
15. Cost estimating	Not Provided
16. On-site project representation	Not Provided
17. Conformed documents for construction	Not Provided
18. Record drawings	Architect
19. Post-occupancy evaluation	Not Provided
20. Facility support services	Not Provided
21. Architect's coordination of the City's consultants	Not Provided
22. Telecommunications/data/ Security design and documentation	Architect
23. AV systems design/ Acoustics for AV systems design and documentation	Architect
24. LEED® facilitation and documentation	Architect
25. Enhanced Commissioning	Architect

Supplemental Services	**Responsibility** *(Architect, City, or not provided)*
26. Building Envelope Commissioning	Architect
27. Historic preservation	Not Provided
28. Furniture, furnishings, and equipment design	Architect
29. Other services provided by specialty Consultants	Architect
30. Other Supplemental Services	Not Provided
31. Environmental Services	Not Provided
32. Surveying Services – Topographic and Boundary	Architect
33. Signage and Wayfinding	Architect
34. Interior Graphics	Architect
35. Food Service Equipment Design	Architect
36. Fitness Equipment Selection and Documentation	Architect
37. Facility Business Plan	Architect
38. Offsite Civil Engineering Planning (Conceptual)	Architect
39. Aquatic Design and Documentation	Architect

DESCRIPTION OF SUPPLEMENTAL SERVICES

A description of Supplemental Services identified as the Architect's responsibility is provided below. Items are numbered to match the item number in the table above:

1. Programming shall be part of the Phase I services of the architect and is included in the base fee. Programming shall be derived from meetings with the City, Stakeholders, and the forthcoming study by WTI. The architect shall validate program requirements and supplement with additional support functions as necessary.

2. Multiple Preliminary Designs shall be part of the Phase I services of the architect and are included in the base fee. Designs shall be derived from meetings with the City and Stakeholders. A mutually agreed-upon design shall be the basis for bond election materials and schematic design efforts to complete Phase I.

8. Civil Engineering shall be part of the Phase I and II services of the Architect and is included in the base fee.

9. Large Scale Development Submittal shall be part of the Phase II services of the Architect and is included in the base fee.

12. Landscape design and documentation shall be part of the Phase II services of the Architect and is included in the base fee.

13. Interior Design shall be part of the Phase II services of the Architect and is included in the base fee.

18. Record Drawings shall be part of the Phase II services of the Architect and shall be provided as an additional service for a fee of Twenty-Three Thousand Seven Hundred Dollars ($23,700). To be billed at the conclusion of construction administration.

22. Telecommunications/ Data/ and Security design and documentation shall be part of the Phase II services of the Architect and are included in the fee for supplemental services

23. AV systems design/ Acoustics for AV systems design and documentation shall be part of the Phase II services of the Architect and are included in the fee for supplemental services

24. LEED® Facilitation and Documentation is provided as an additional service. The Lump sum fee of One Hundred Eighty-Five Thousand Two Hundred Fifty-Four Dollars ($179,254) shall be billed as shown below:

Phase I (SD)	Phase II (DD)	Phase II (CD)	Phase II (BN)	Phase II (CA)
$21,330	$24,040	$33,040	$6,603	$94,241

25. Enhanced Commissioning shall be provided as an additional service. The lump sum fee of Eighteen Thousand Four Hundred Twenty Dollars ($18,420) shall be billed as shown below:

Phase I (SD)	Phase II (DD)	Phase II (CD)	Phase II (BN)	Phase II (CA)
$1,400	$1,100	$2,200	$0	$13,720

26. Building Envelope Commissioning shall be provided as an additional service. The lump sum fee of Thirty-Two Thousand One Hundred Dollars ($32,100) shall be billed as shown below:

Phase I (SD)	Phase II (DD)	Phase II (CD)	Phase II (BN)	Phase II (CA)
$0	$1,100	$2,200	$0	$28,800

28. Furniture, furnishings, and equipment design shall be part of the Phase I and II services of the architect and is included in the fee for supplemental services.

29. Other Services Provided by Specialty Consultants – Aquatic design and documentation shall be part of the Phase I and II services of the Architect and is included in the fee for supplemental services.

32. Surveying Services – Topographic and Boundary shall be part of the Phase I services of the Architect

33. Signage and Wayfinding design and documentation shall be part of the Phase I and II services of the Architect and are included in the fee for supplemental services.

34. Interior Graphics shall be part of the Phase I and II services of the architect and shall be included in the base fee.

36. Food Service Equipment Design shall be part of the Phase II services of the Architect and is included in the base fee.

36. Fitness Equipment Coordination shall be part of the Phase II services of the Architect and is included in the base fee. Selection and specification of fitness equipment shall be performed by the City's selected equipment supplier as part of their sales contract.

37. Facility Business Plan shall be part of the Phase I services of the Architect and shall be updated during Phase II once the facility design is finalized.

38. Offsite Civil Engineering Planning (Conceptual) shall be part of the Phase I services of the architect. Further offsite civil design for transportation and infrastructure will be negotiated as an additional service during Phase II.

39. Aquatic Design and Documentation shall be part of the Phase I and Phase II services of the architect.

Architectural Scope of Basic Services For:

Project:	Fayetteville Aquatic Center
Client:	City of Fayetteville
Location of Project:	Fayetteville, Arkansas
Discipline:	**Architecture**
Discipline Manager:	Mark Owings, AIA, LEED® AP
Project Manager:	Mark Owings, AIA, LEED® AP
Proposal Date:	08/14/25
Description of the Project:	Design of the Fayetteville Aquatics Center site, including a dirt package and full construction documents. Also includes Construction Administration. Anticipated Site – Lewis Park, Fayetteville, AR

The services to be provided by the Architect, as outlined below, shall include submittal for the City's approval, a schedule for the performance of the Architect's services to include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule, approved by the City, shall not, except for reasonable cause, be exceeded by the Architect or City.

The project will be delivered in two phases. Phase I will include bond election efforts and work associated with Schematic Design. Upon written approval from the City to proceed after the bond election, Phase II will consist of Design Development through Construction Administration.

Schematic Design Phase:

- Review the City's project program and concept to establish project requirements.
- Provide preliminary evaluation of the City's program, schedule, and construction budget.
- Review with the City alternative approaches to design and construction of the project.
- Based on the mutually agreed-upon program, schedule, and construction budget requirements, the architect shall prepare drawings and materials suitable for supporting the bond election activities by the City as indicated below:
  - Presentation boards, renderings, and site plans conveying the concept to the public.
- Based on the mutually agreed-upon program, schedule, and construction budget requirements, the architect shall prepare, for the City's approval, Schematic Design Documents as indicated below:
  - Schematic Site Plan, Floor Plans, and Elevations to convey design intent to the CMAR.
  - Schematic wall sections and details as required to communicate initial design intent to the CMAR.
  - Preliminary MEPFP and Structural Narratives and drawings necessary to convey the approach to the CMAR.
  - Outline/ preliminary specifications

Design Development Phase:

- Based on the approved Schematic Design Documents and any adjustments authorized by the City in the program, schedule, or construction budget, the Architect shall prepare, for approval by the City, Design development documents consisting of drawings and other documents as indicated below:
  - Further developed Site Plans, Floor Plans, and Elevations detailing more complex construction relationships to the CMAR.
  - Exterior elevations with materials selected for use with Large Scale Development approval with the City of Fayetteville.
  - Further developed Building Sections, Wall, Sections, and Details required to document the finer points of the design. These will serve as the basis for the construction documents and details.
  - Further developed specifications for use by the CMAR during their pricing efforts.

Construction Documents Phase:

- Based on the approved Design Development Documents and any further adjustments in scope, quality, schedule, or construction budget authorized by the City, the Architect shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- Assist the City in preparation of necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between the City and the Contractor.
- Assist the City with the filing of required documents for approval of the authorities having jurisdiction over the project.

Bidding & Negotiating Phase:

- Respond to the CMAR's request for information regarding clarification of the contract documents.
- Review substitution requests by the CMAR for products specified on the project.
- Prepare addendum and supplemental drawings as needed.

Construction Administration Phase:

- Provide administration of the Contract for Construction as set forth in the City Architect Agreement, and the General Conditions of the Contract for Construction.
- Provide a project representative to advise and consult with the City during the administration of the Contract for Construction.
- Provide for approval of shop drawings and submittals from the contractor.
- Attend bi-weekly (every two weeks) OAC (City/Architect/Contractor) jobsite meeting to monitor construction progress and general conformance with the Contract documents, and report to the City any deviations from the Contract Documents.
- Construction Administration beyond twenty-four (24) months will be performed at an additional fee to be negotiated.
- Conduct final punch list walk and review the contractor's punch list for completion of the project.

Additional Services:

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on a time and material basis and billed to the City per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the City.
- These services shall not be provided without prior written approval by the City.

Supplemental Services:

These services are not included in the Architect's Basic Scope of Services, and may be provided at the request of the City for an additional fee. These services shall include, but are not limited to, the following items:

- Condition Assessment of existing facilities (unless included as part of the programming scope of services)
- Feasibility studies, detailed construction cost estimates.

City's Responsibilities:

The City shall be responsible for providing the following information:
Current geotechnical investigation/soils report with boring locations coordinated with the design team within the limits of the building footprint. Report to include building pad preparation and foundation requirements.

- Copy of deed restrictions and /or any special design requirements that may be incorporated into the project documents.
- Any other special requirements not typically provided by the Architect's scope which are necessary to complete the design of the project.
- Archaeological Survey if required.
- Independent testing of building systems as required by locally adopted Codes.

Excluded Items:

The following items are excluded from this proposal but may be provided at the request of the City for an additional fee to be addressed by a separate agreement.

- Design and documentation of City-provided or special systems to include the following:
  - Manufacturing equipment
  - Communications and/or radio systems (Note: Telephone/data/security/ audio and video systems are being designed as part of the supplemental services for this contract and are not excluded).

This is the scope of architectural services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Offsite Civil Engineering Planning Scope of Basic Services for:

Project:	Fayetteville Aquatic Center
Client:	City of Fayetteville
Location of Project:	Fayetteville, Arkansas
Discipline:	**Offsite Civil Engineering Planning**
Discipline Manager:	Luke Jost, P.E.
Project Manager:	Mark Owings, AIA, LEED® AP
Proposal Date:	08/13/25
Description of the Project:	In association with the Design of the Fayetteville Aquatics Center, this scope is for conceptual design and cost estimating services for off-site road, water, and sanitary sewer improvements.

Project scope:

The anticipated scope includes improvements to Lewis Ave and Mount Comfort Road, the adjoining water system, and the downstream sanitary sewer. Note: fee includes up to $10,000 to hire RJN to analyze the downstream sanitary sewer network (as recommended by Fayetteville staff).

Conceptual Design Phase:

- Review adjacent infrastructure with staff and design team to determine necessary improvements
  - Road improvements
  - Trail improvements
  - Downstream sewer capacity study & estimates
  - Water capacity
- Prepare conceptual design drawings
- Provide preliminary cost estimates to

Items Provided by City:

- Site access
- Geotechnical investigation
- Construction materials testing

Additional Items that CTA can provide under an amendment or a separate contract:

- Design services beyond conceptual
- Construction Phase services
- Hydraulic Modelling
- FEMA applications/Coordination, including CLOMR/LOMR process
- Traffic analysis

This is the scope of offsite civil engineering planning services for the project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Civil Engineering Scope of Basic Services for:

Project:	Fayetteville Aquatic Center
Client:	City of Fayetteville
Location of Project:	Fayetteville, Arkansas
Discipline:	**Civil Engineering**
Discipline Manager:	Luke Jost, P.E.
Project Manager:	Mark Owings, AIA, LEED® AP
Proposal Date:	08/13/25
Description of the Project:	Design of the Fayetteville Aquatics Center site, including a dirt package and full construction documents. Also includes Construction Administration. Anticipated Site – Lewis Park, Fayetteville, AR

Project scope:

Provide Civil Engineering services, including Grading Permit and Large Scale Development Permit as follows:

Schematic Design Phase:

- Kickoff Meeting
- Plan Sheets: Site Plan & Utility Plan
- Meet with City and stakeholders
- Utility coordination

Design Development Phase:

- Finalize site layout based on SD Phase review comments
- Drawing Set to include:
  - Overall & Detailed Site Plan(s)
  - Grading Plan
  - Erosion Control Plan
  - Utility Plans
  - Standard Details
- Detention and Water Quality Design
- Submit plans to the City for review
- Meet with City and stakeholders

Construction Documents Phase:

- Revise plans based on comments to the DD Phase review comments
- Prepare the following construction drawings:
  - Grading Package:
    - Grading Plan
    - Erosion Control Plan
    - Erosion Control Details as necessary
    - SWPPP
  - Full Construction Package:
    - Overall & Detailed Site Plan(s)
    - Paving Plan (if necessary)
    - Grading Plan w/ details as necessary
    - Erosion Control Plan
    - Utility Plans
    - Utility Plan & Profiles
    - Standard Details
    - Notes and Standard & Special Details
- Drainage Report
- Construction Specifications
- Submit plans to the City for review

Construction Inspection/Administration

- Review/Respond to RFI's as needed
- Provide Construction Inspection as required by the City of Fayetteville
- Change Orders & Additional Design as necessary
- Final walkthrough & Punchlist
- Final Closeout
- Final Platting as necessary

Items Provided by City:

- Site access
- Geotechnical investigation
- Construction materials testing

- Acquisition of Right of Way and Easements

Additional Items that can be provided by CTA under an amendment or a separate contract:

- Construction Phase Materials Testing
- Retaining wall design
- Offsite utility design
- Offsite roadway improvements
- Hydraulic Modelling
- FEMA applications/Coordination, including CLOMR/LOMR process

This is the scope of civil engineering services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Landscape Architecture Scope of Basic Services for:

Project:	Fayetteville Aquatic Center
Client:	City of Fayetteville
Location of Project:	Fayetteville, Arkansas
Discipline:	**Landscape Architecture**
Discipline Manager:	Jenny Burbidge, ASLA
Project Manager:	Mark Owings, AIA, LEED® AP
Proposal Date:	08/14/25
Description of the Project:	Site Development for new aquatics center, parking and associated improvements. Anticipated Site – Lewis Park, Fayetteville, AR

PRISM Design Studio shall provide the following services:

Schematic Design

- Provide 2-3 master plan options including the following:
  - Program elements and use zones as identified in the RFP
  - Site circulation network (Bike, Pedestrian, Vehicular, Trails, other recreation opportunities)
  - Streetscape improvements
  - Landscape improvements
  - Hardscape improvements
  - Opportunities for placemaking
  - Stormwater/Detention facilities (as required)
- Layout shall consider the following due diligence compliance items:
  - City/County zoning restrictions
  - Detention and water quality requirements (with civil engineer)
  - Future Utility Connections/extensions
  - Future Land Use Map
  - Open Space requirements and other development standards
  - Street sections/Master Street Plan
- Presentation materials to include:
  - Colored 2d rendered plan for 2-3 site options

  - Precedent + Character Imagery
  - Material Palette (Hardscape and Landscape)
- Upon selection of 1 concept to fully developed
  - 2 -3 Conceptual 3d perspectives of final master plan
- Two-Three layout options shall be presented to client, upon approval to move forward with 1 concept, final schematic documentation shall be provided. If additional revisions or renditions of plans are requested, additional fees may be required.
- Includes (3) presentation meetings with client and design team
- Includes 3 informal project status and update meetings with client and design team.
- Preliminary Opinion of Probable Cost for project development
- Conceptual Meeting with the City of Fayetteville
- Attendance of 1 full day design charette
- Attendance and preparate for 1 community engagement or input meeting

Design Development

Incorporating any City comments from the Schematic Design Package, Prism shall provide the following:
- Provide preliminary planting material layout – to consist of quantity, type, size and location.
- Provide preliminary hardscape layout and materials plan with enlargements as necessary.
- Provide preliminary tree preservation and mitigation plans and details.
- Provide preliminary landscape and hardscape details.
- Provide preliminary layout/dimension plans for hardscape areas.
- Provide preliminary grading plans for areas specific within landscape areas. Will coordinate limits of grading with civil engineer.
- Coordinate project development with other consultants;
- Meet with City, co-consultants, and stakeholders to discuss project;
- Update Schedule for project.

Construction Documents

Incorporating any owner comments from the Design Development Package, Prism shall provide the following:
- Provide final planting material layout – to consist of quantity, type, size and location.
- Provide final hardscape layout and materials plan with enlargements as necessary.
- Provide final tree preservation and mitigation plans and details.
- Provide landscape and hardscape details.
- Provide detailed layout/dimension plans for hardscape areas.
- Provide micro grading plans for areas specific within landscape areas. Will coordinate limits of grading with civil engineer.
- Meet with client, co-consultants, and stakeholders to discuss project; and

Construction Administration

- Attend pre-bid and pre-construction meetings
- Attend bi-weekly meetings during site work and landscape phases only.
- Review and respond to RFI's related to landscape/hardscape scope
- Review pay applications for work completion (related to landscape/hardscape scope)
- Visit site at key milestone times for landscape and hardscape scope
- Review submittals related to landscape/hardscape scope.

Scope of Basic Services does Not Include the Following:

- Public Meetings or Meeting with the City
- Construction Documents
- Geotechnical Investigation.
- Re-zoning or re-classification of the site.
- As-built documents
- Construction phase services, including construction administration, construction observation or construction staking.
- Fees or permits.
- Retaining wall design (above 4 ft in height)
- Tree survey and species identification and inventory.

This is the scope of Landscape Architecture services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Survey Scope of Basic Services for:

Project:	Fayetteville Aquatic Center
Client:	City of Fayetteville
Location of Project:	Fayetteville, Arkansas
Discipline:	**Surveying**
Discipline Manager:	James Montgomery
Project Manager:	Mark Owings, AIA, LEED® AP
Proposal Date:	08/14/25
Description of the Project:	Topographic Design Survey of Parcels 765-13750-001 &765-13750-003 as shown.

The services to be provided by the Surveyor are as outlined below:

Topographic Design Survey:

- A title company will be employed to provide a title search of the property to be surveyed. The title search will include record plats (including adjoining plats), deeds (including adjoining deeds), and easement documents. The title company fee will be a reimbursable expense to the client.
- A representative from our survey department will mark the site, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.
- Our survey crew will set at least two survey control monuments adjacent to the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the project survey site as shown on attached "Exhibit B_1". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey site, which will include some areas beyond the boundary lines, where accessible.
- We will locate all visible utility lines and those marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- Our field crew will locate trees 6" or bigger.

- We will locate fences, driveways, and buildings.
- We will locate enough property boundary corners for Tracts A and B of the City of Fayetteville's University of Arkansas Lewis Park Lot Split, attached hereto as "Exhibit B2," so that the tracts can be referenced onto the topographic design survey.
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. This base survey drawing will include the approximate property boundary lines and any easement lines discovered by the examination of the title search for the property or any other provided document.
- Where required by state law or local regulations, we will prepare a boundary survey plat of the property surveyed and record the plat as required by applicable statutes and regulations.

Scope of Basic Services does NOT Include the Following:

- A property boundary survey, only reference and/or verification of the aforementioned Tracts A and B.
- Preparation of a final subdivision plat, easement dedication plat, easement documents, tract or lot split plats, tract or lot combination plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for financing, sales, or other purposes, such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the survey site.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for the Corps of Engineers, FEMA, or other special government agencies permitting.
- Surveys for the location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.
- Phase 1 Environmental Site Assessment
- Cultural Resources Survey
- Threatened & Endangered Species Habitat Assessment
- A separate tree location or landscape plat.
  Note: Services listed can be provided for an additional fee.

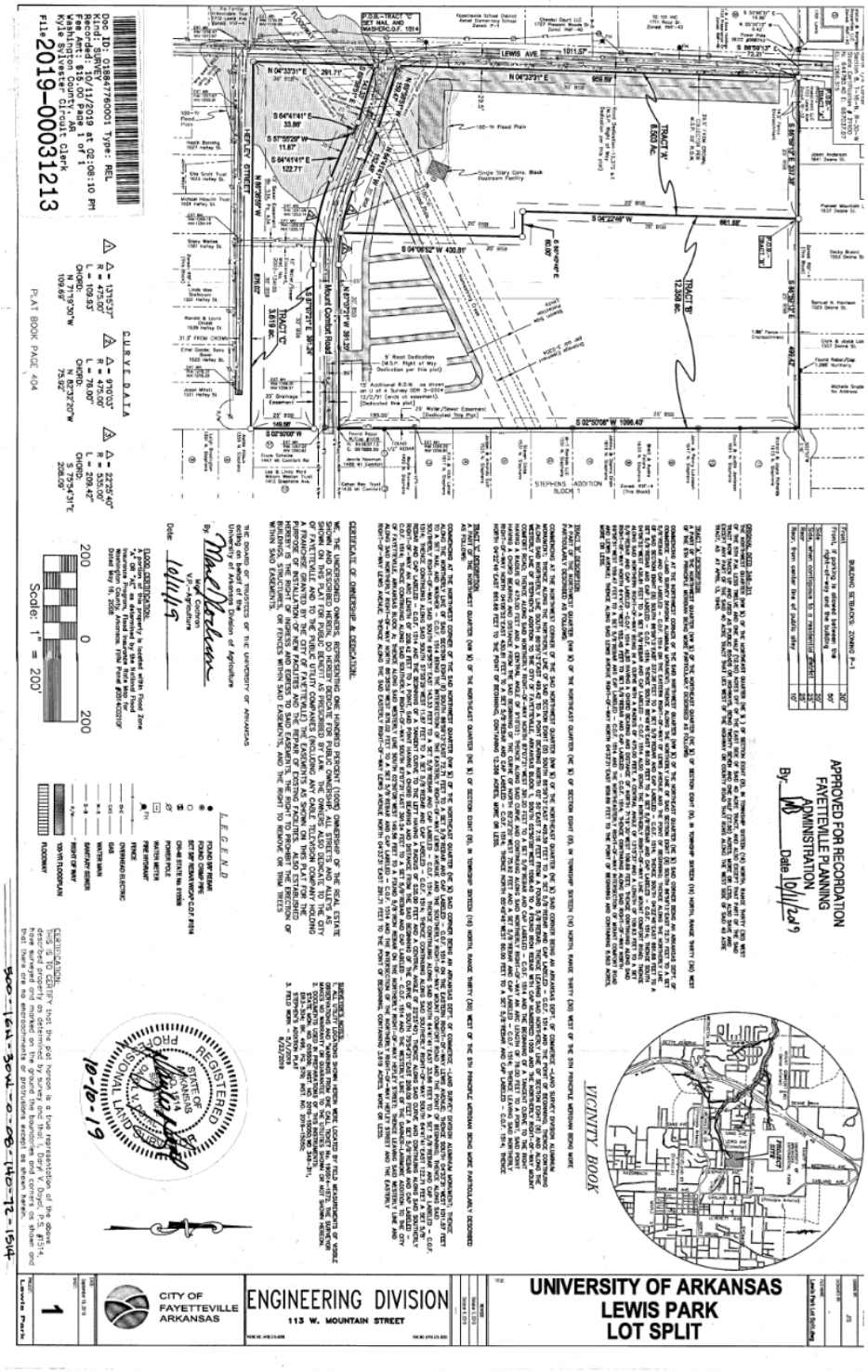
Client Shall Provide:

- A copy of the current deed for the property.
- Any existing boundary and topographic survey plats of the property that are in their possession.
- Disclosure of known boundary disputes, possible encroachments, and gaps or overlaps with adjoining properties.
- Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
- Access for our survey crew personnel to enter the property to conduct the surveys.

Exhibit A_1 Survey Site



Exhibit - A_2



This is the scope of survey services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.



Standard Hourly Rate Schedule
Effective January 1, 2025

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	$ 225
DIRECTOR OF ARCHITECTURE	$ 205
SR. PROJECT MANAGER	$ 175
PROJECT MANAGER	$ 165
SR. PROJECT ARCHITECT	$ 145
PROJECT ARCHITECT	$ 135
INTERN ARCHITECT III	$ 115
INTERN ARCHITECT II	$ 105
INTERN ARCHITECT I	$ 95
SR. DESIGNER	$ 125
DESIGNER III	$ 110
DESIGNER II	$ 90
DESIGNER I	$ 80
BIM COORDINATOR III	$ 75
BIM COORDINATOR II	$ 60
BIM COORDINATOR I	$ 50
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 260
SR. ENGINEERING MANAGER	$ 230
ENGINEERING MANAGER	$ 195
SR. PROJECT ENGINEER	$ 170
PROJECT ENGINEER	$ 155
ENGINEER INTERN III	$ 140
ENGINEER INTERN II	$ 130
ENGINEER INTERN I	$ 120
SR. ENGINEERING DESIGNER	$ 165
ENGINEERING DESIGNER III	$ 130
ENGINEERING DESIGNER II	$ 110
ENGINEERING DESIGNER I	$ 100
ENGINEERING CAD TECHNICIAN III	$ 90
ENGINEERING CAD TECHNICIAN II	$ 80
ENGINEERING CAD TECHNICIAN I	$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	$ 210
SR. ENVIRONMENTAL SCIENTIST	$ 150
PROJECT ENVIRONMENTAL SCIENTIST	$ 120
ENVIRONMENTAL SCIENTIST II	$ 100
ENVIRONMENTAL SCIENTIST I	$ 80
ENVIRONMENTAL FIELD TECHNICIAN	$ 65
INSPECTION	
SR. INSPECTOR	$ 115
INSPECTOR II	$ 100
INSPECTOR I	$ 80
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 225
ADMINISTRATIVE MANAGER	$ 170
ADMINISTRATIVE IV	$ 115
ADMINISTRATIVE III	$ 90
ADMINISTRATIVE II	$ 70
ADMINISTRATIVE I	$ 55

Category	Hourly Rate
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	$ 190
SR. LANDSCAPE ARCHITECT	$ 170
PROJECT LANDSCAPE ARCHITECT	$ 130
LANDSCAPE DESIGNER II	$ 110
LANDSCAPE DESIGNER I	$ 95
LANDSCAPE DESIGN INTERN	$ 85
PLANNING	
SR. PLANNING MANAGER	$ 220
PLANNING MANAGER	$ 210
SR. PLANNER	$ 190
PROJECT PLANNER	$ 130
PLANNER III	$ 120
PLANNER II	$ 110
PLANNER I	$ 100
SURVEYING	
SURVEYING PRINCIPAL	$ 240
SR. SURVEYING MANAGER	$ 205
SURVEYING MANAGER	$ 180
SR. PROJECT SURVEYOR	$ 160
PROJECT SURVEYOR	$ 140
SURVEYOR INTERN II	$ 125
SURVEYOR INTERN I	$ 110
SURVEY COORDINATOR	$ 120
CREW CHIEF II	$ 110
CREW CHIEF I	$ 95
FIELD SURVEYOR III	$ 85
FIELD SURVEYOR II	$ 75
FIELD SURVEYOR I	$ 65
SURVEY CAD TECHNICIAN III	$ 105
SURVEY CAD TECHNICIAN II	$ 85
SURVEY CAD TECHNICIAN I	$ 75
UAV SERVICES	
UAV TEAM LEAD	$ 125
UAV PILOT	$ 85
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	$ 175
GIS MANAGER	$ 140
GIS ANALYST	$ 105
GIS TECHNICIAN II	$ 80
GIS TECHNICIAN I	$ 55
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
LiDAR Scanning Equipment	$35/Hour
UAV	$1000/Unit
Job Related Mileage	$0.70/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.

All rates are subject to change without notice.

CONSULTANT HOURLY RATES	
Category	Hourly Rate
HP ENGINEERING	
Principal	$315
Director	$270
Sr. Professional Engineer	$260
Project Manager	$220
Professional Engineer	$230
Business Development	$167
Senior Designer	$170
Engineer Intern	$140
Designer	$135
Administrative	$116
Student Intern	$100
COUNSILMAN HUNSAKER	
Principal	$285
Director	$250
Project Manager	$220
Project Engineer/ Architect	$185
Design Associate	$155
Administrative	$90
360 ENGINEERING GROUP	
Principal	$210
Associate Principal	$200
Associates:	$195
Structural Engineer II	$180
Structural Engineer I	$170
Project Lead II	$180

End of Appendix A

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

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 25-07, Aquatic Facility Design

DEADLINE: Thursday, May 22, 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 QUALIFICATION
RFQ 25-07, Aquatic Facility Design

Late qualifications will not be accepted. RFQ'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, Arkansas
Request for Statements of Qualification
RFQ 25-07, Aquatic Facility Design

The City of Fayetteville is soliciting Statements of Qualifications (SOQs) from qualified architectural and engineering (A/E) firms to provide professional design services for a new Aquatic Facility.

To be considered, statements of qualification shall be received electronically through the City of Fayetteville, Purchasing Division's online bidding platform by **Thursday, May 22, 2025 before 2:00 PM, local time**.

The solicitation RFQ & addendums can be downloaded from the City's web site at http://fayetteville-ar.gov/bids. All questions regarding the RFQ process should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Firms submitting a statement of qualification 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 RFQ 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 statements of qualifications and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer 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: $150.72

1. SUBMISSION OF A STATEMENT OF QUALIFICATION 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 RFQ. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in these documents as equal to statement of qualification.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. 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 RFQ.

   c. 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 RFQ: 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 pages 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 RFQ number on the outside of the mailing package.

d. 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.

e. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.

f. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.

g. 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.

h. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. 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.

i. 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 RFQ made or given prior to the award of the contract.

3. 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.

4. 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 RFQ. Proposers are not guaranteed to be ranked.

5. 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.

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

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

b. The Proposer shall promptly notify Amanda Beilfuss, City 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.

8. 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.

9. 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.

10. 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.

11. 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."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records related 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.

13. 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.

14. 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.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. CERTIFICATE OF INSURANCE:

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

17. 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 RFQ. 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 RFQ. 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.

18. CANCELLATION:

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

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

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

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

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

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

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

20. NON-EXCLUSIVE CONTRACT:

Award of this RFQ 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 law firms 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.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ 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.

23. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ 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.

24. INTEGRITY OF REQUEST FOR QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ 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 RFQ 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 RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response. Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

25. 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 qualification. 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 RFQ. The RFQ 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 RFQ's content or to exclude any relevant or essential data.

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

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in

and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

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

CONTINUES ON NEXT PAGE

1. PROJECT VISION:

The City of Fayetteville envisions the development of a new aquatic center that will serve the needs of the city now and in the future. The city is committed to providing accessible aquatic recreation and programs and looks forward to providing a quality facility.

2. PROJECT DESCRIPTION:

a. The City of Fayetteville is soliciting Statements of Qualifications (SOQs) from qualified architectural and engineering (A/E) firms to provide professional design services for a new Aquatic Facility. The selected A/E team shall include aquatic facility specialists and provide full design services from Schematic Design through Construction Documents, Construction Administration, and including participation in the Construction Manager at Risk (CMAR) delivery process.

b. The facility may include both indoor and outdoor components. Indoor components may include a leisure pool with play elements and warm up lap lanes, and indoor competition pool with associated spectating areas and indoor rentable party rooms. Outdoor components may include outdoor leisure pools with play elements, a lazy river, a wave simulator, shade structures and rentable areas and a splash pad. Other potential features may include wellness or therapy pools, community spaces or other recreational amenities (dependent on the results from the feasibility study, anticipated to be completed summer 2025). This project may be built in phases and design should consider long-term expansion and operational flexibility.

    i. It is undetermined at this time, but the project may also include an indoor recreation center component.

3. BACKGROUND:

a. The City currently operates one municipal pool and two splash pads. In 2023, a new Park and Recreation System Master Plan was adopted. One of the top priorities was completing an aquatic feasibility study to determine what the aquatic needs are for the City. The study began in 2024 and is anticipated to be complete summer of 2025. The study will provide a concept based on public input and will serve as the basis of design.

b. The Fayetteville School District is in need of a competition pool to host their swim team. The City and the School District are exploring partnership opportunities to include the competition pool in this project.

c. Goals of the project include:

    i. Energy efficient design
    i. Design that minimizes number of staff needed
    ii. Design that is efficient for operations
    iii. Design that is flexible and offers an engaging mixture of elements capitalizing on community input obtained during the feasibility study
    iv. Design that is conscious of long-term design life

v. Flexible programming that serves all ages and abilities
vi. Inclusion of sustainable practices where possible

d. Cost recovery goals for the project have not been set yet and will be determined at a later date.

e. The site for the project has not been selected yet.

f. The City will engage a Construction Manager to work with the selected A/E team and will provide input and cost estimates at each design phase.

4. SCOPE OF WORK:

a. The selected A/E firm shall provide, but not be limited to, the following services:

i. Programming confirmation and refinement (if applicable)
ii. Schematic Site and Facility Design (SD)
iii. Design Development (DD)
iv. Entitlement process through Planning
v. Construction Documents (CD) with reviews at 30%, 60% and 90%
vi. Cost estimation at each phase in collaboration with CMAR
vii. Code and regulatory review and compliance
viii. Participation in value engineering and constructability reviews
ix. Coordination with the CMAR and owner team

b. The facility may include, but is not limited to:

i. Competition pool
ii. Indoor and outdoor recreational pools
iii. Shade/picnic structure and therapy pools
iv. Outdoor splashpad
v. Indoor locker rooms, support facilities, and spectator areas, mechanical rooms, office space, party/day camp rooms, fitness spaces, and concessions
vi. Site improvements including parking, utilities, and landscaping

5. DELIVERABLES:

The selected firm will specifically be required to:

a. Prepare three schematic site plans, facility designs and estimates based on the feasibility study results.

b. Prepare design development drawings, detailed specifications and cost estimate including a review at 50%. Drawings to include:

i. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
ii. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Data, Security, Access Control, Fire Protection and landscaping
iii. Exterior elevations, rendering and color palette
iv. Building sections and details

v. Interior elevations, casework and millwork elevations
vi. Drainage Study and calculations, as required by City
vii. Report addressing all City's Design Criteria and Code requirements

c. Coordinate project entitlement through City of Fayetteville Planning process including representing the project at planning meetings through planning approval.

d. Prepare full set of bid documents including stamped construction plans and specifications from the final agreed upon design. Drawings will be reviewed at 30%, 60% and 90%.

e. The selected firm shall coordinate with selected CMAR for responding to questions that arise during the bidding process and shall be prepared to respond with necessary addendums during the bidding process. The actual bid process will be managed by the selected CMAR and they shall serve as the point of contact and issuer for all bid documentation.

f. Coordinate with the selected CMAR to provide construction administration services, including site observations, review of submittals, responses to RFI's and assistance with final inspection and closeout.

6. STATEMENT OF QUALIFICATION SUBMITTAL:

Statements of qualification shall **NOT include** any pricing information. **Price will be negotiated with the firm recommended most qualified by the selection committee and shall NOT be included in any firm's response or statement of qualification**. In responding to this request for statement of qualifications, firms should include the following information in addition to other requested information and pertinent company information related to the selection criteria:

a. Statements should be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes and City required forms and requested items.

b. Resumes of all key persons from the firm who are expected to be involved in the scope of work as outlined above. Resumes should be limited to one (1) page.
    i. Experience with different municipal debt structure types and amounts of debt;
    ii. Knowledge of federal and state tax and disclosure laws and regulations as they pertain to municipal debt;
    iii. Experience in drafting legal documents relating to municipal debt issuance;
    iv. Position title, company tenure, experience, other relative information

c. A client reference list for which similar work has been performed within the past five (5) years.

d. A list of five (5) relevant aquatic center/recreation center projects completed while serving as the Prime architectural firm on those projects over the last ten (10) years. Include a site plan, construction costs, firm's role and personnel involved in the project, date of completion, and facility contacts including name, email, phone, and address.

e. Include any other information that might be helpful to assist the City in understanding the firm's unique qualifications to perform bond counsel services for the City of Fayetteville.

f. Firm/Partnership: If a partnership or other firms are providing services, provide relevant information for each of those firms and the role of each firm, clearly establishing how the partnership is structured and the roles of each partner. The qualifications of the partners can be included, but it should be clear which firm staff is associated with.

   i. Experience: Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

   ii. Company Principals: Provide a brief biographic overview of the Company's key principals.

   iii. *Capabilities*: Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide statement of qualification what priority will be placed on this project.

   iv. Company Organization:

      1. *Primary Business*: Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

      2. *Company History*: Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

7. CONTRACT FORMATION:

If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest-ranking Proposer fail, negotiations shall be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

8. DEMONSTRATION & ORAL PRESENTATION:

a. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firms 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.

9. SELECTION CRITERIA: The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

- 40 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required.

- 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.

- 25 Points – Past record of performance of the firm with respect to such factors as quality of work and ability to meet schedules and deadlines.

- 10 Points – Firm's proximity to and familiarity with the area in which the project is located.

****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered a factor used to select a vendor. Price and fees will not be considered until the negotiating process and will not be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFQ 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 RFQ 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 RFQ DOCUMENT

RFQ 25-07, Addendum 1

Date: Tuesday, May 6, 2025

To: All Prospective Vendors

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

RE: RFQ 25-07, Aquatic Facility Design

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 RFQ. ***PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID PORTAL/RFQ FORM.***

1. Regarding pages 13-14 of the City-issued RFQ:
    a. Item 6.b – Items i-iv were included in error. These four items should be disregarded.
    b. Item 6.e – This item was included in error. This should be disregarded.

2. While these items were included in error, the City does anticipate this project to be a voter-bond issue.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

RFQ 25-07, Addendum 2

CITY OF FAYETTEVILLE ARKANSAS

Date: Thursday, May 15, 2025

To: All Prospective Vendors

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

RE: RFQ 25-07, Aquatic Facility Design

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 RFQ. ***PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID PORTAL/RFQ FORM.***

1. **RFQ Deadline has been extended. All statements of qualifications shall be submitted by Thursday, June 5, 2025 before 2:00 PM, local time.**

2. LEED Silver Certification will be required only if designated as cost effective.

3. It is anticipated there will be operational sustainability and/or efficiency goals in the future.

4. Additional information regarding RFQ will be available on Friday, May 23rd.

RFQ 25-07, Addendum 3

Date: Friday, May 23, 2025

To: All Prospective Vendors

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

RE: RFQ 25-07, Aquatic Facility Design

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 RFQ. ***PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID PORTAL/RFQ FORM.***

1. The City of Fayetteville has issued a media release regarding the aquatic facility, which includes a survey: https://www.fayetteville-ar.gov/CivicAlerts.aspx?AID=3428

2. Attached to this addendum is a concept map. This rendering depicts possible facilities and amenities. Image is conceptual and does not represent actual aquatic facility layout.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701



POOLS AND BACK OF HOUSE SPACES

- A COMPETITION POOL | 6,260 SF
  - 25 YARDS BY 25 METERS
  - A.1 SWAG LINE - PREVENT NON-SWIMMERS ON DECK
  - A.2 SPECTATOR SEATING | 250 SPECTATORS
- B RECREATIONAL POOL | 8,370
  - B.1 ZERO DEPTH ENTRY
  - B.2 VORTEX
  - B.3 VOLLEYBALL NET
  - B.4 BASKETBALL HOOPS
  - B.5 FLOATABLES
  - B.6 LAP LANES
- C SINGLE BODY SLIDE
- D ADULT POOL | 3,300
  - D.1 SUN SHELF
  - D.2 UNDERWATER BENCH SEATING
  - D.3 DECK SPRAYS
  - D.4 LOUNGE CHAIRS
  - D.5 CABANA
- E LIFESTYLE POOL 4,990 SF
  - E.1 ZERO DEPTH ENTRY
  - E.2 WATER FEATURES
  - E.3 RIVER
  - E.4 ACTION CHANNEL
  - E.5 SOCIAL ALCOVE
- F MAT RACER SLIDE COMPLEX
- G SURF SIMULATOR
- H RENTABLE PAVILIONS
- I 4 TOP TABLES
- J SPLASH PAD | 1,900 SF
- K CONCESSIONS
- L LOCKER ROOM
- M FAMILY CHANGE ROOM
- N POOL MECHANICAL SPACE
- O GARAGE DOORS
- P LIFEGUARD ROOM
- Q TICKETING
- R SAIL SHADES

WTI®

RFQ 25-07 Addendum 3
Crafton Tull
Crafton Tull & Associates, Inc.
Supplier Response

Event Information

Number:	RFQ 25-07 Addendum 3
Title:	Aquatic Facility Design
Type:	Request for Qualifications
Issue Date:	4/27/2025
Deadline:	6/5/2025 02:00 PM (CT)
Notes:	The City of Fayetteville is soliciting Statements of Qualifications (SOQs) from qualified architectural and engineering (A/E) firms to provide professional design services for a new Aquatic Facility. Any questions regarding this RFQ shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

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

Crafton Tull Information

Contact: Mark Owings
Address: 1450 E. Zion Road
Suite 9
Fayetteville, AR 72703
Phone: (479) 636-4838 x2447
Email: mark.owings@craftontull.com
Web Address: www.craftontull.com

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

Maggie Butler
Signature

maggie.butler@craftontull.com
Email

Submitted at 6/5/2025 10:43:23 AM (CT)

Requested Attachments

RFQ 25-07, Aquatic Facility Design

Crafton Tull_RFQ 25-07 Aquatic Facility Design.pdf

Please attach the signed and completed RFQ form, located in the 'Attachments' tab, along with statement of qualifications.

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

Crafton Tull

+

HASTINGS+CHIVETTA
A GHC | ORCUTT WINSLOW STUDIO



CITY OF
FAYETTEVILLE
ARKANSAS

AQUATIC FACILITY DESIGN

RFQ 25-07

Crafton Tull + HASTINGS+CHIVETTA
A GHC | ORCUTT WINSLOW STUDIO

June 5, 2025

Amanda Beilfuss, Procurement Director
City of Fayetteville Purchasing Division - Room 306
113 West Mountain Street
Fayetteville, AR 72701

RE: City of Fayetteville RFQ 25-07, Aquatic Facility Design

Dear Selection Committee,

We are pleased to present the team of Crafton Tull, Hastings+Chivetta, and Counsilman-Hunsaker as a candidate for architectural and engineering services for the City of Fayetteville's Aquatic Center. Enclosed, you will find our statement of qualifications, highlighting our expertise, experience, and collaborative strengths.

With over 60 years of industry experience, Crafton Tull has successfully designed multipurpose recreational and aquatic projects for a wide range of clients. Our long-standing partnership with Counsilman-Hunsaker has yielded outstanding aquatic facilities, including the Pine Bluff Aquatic Center, the Rogers Aquatics Center, the Edmond Aquatics Center, the Conway Community and Aquatics Center, and the Jonesboro Sportsplex. Hastings+Chivetta further enhances our team's capabilities, bringing a wealth of knowledge in programming and facility design, having designed more than 150 aquatic and recreation centers nationwide.

Beyond our architectural and aquatic expertise, Crafton Tull offers in-house support divisions – civil engineering, Prism, and Laneshift – specializing in municipal park and recreational planning, stakeholder engagement, active transportation solutions, trail connectivity, site design, and corridor studies. Together, our multidisciplinary team works seamlessly to create thoughtful, buildable, and highly functional design solutions.

We are dedicated to delivering innovative, high-quality design solutions that meet the unique needs of Fayetteville's community. Our combined expertise and proven collaboration make us the ideal partner for this project, ensuring an aquatic center that is functional, engaging, and built to serve for years to come.

We welcome the opportunity to discuss how our team can contribute to the success of the City's aquatic endeavors. Please feel free to reach out with any questions – we look forward to bringing this vision to life together.

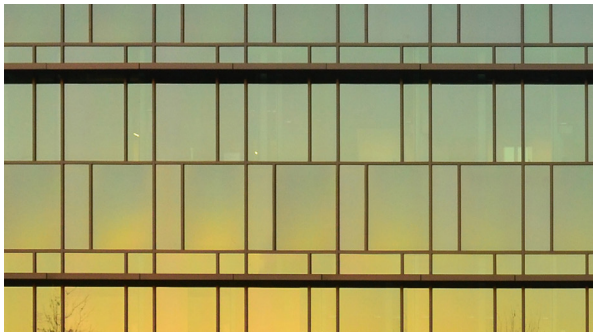
Sincerely,



Mark Owings, AIA, LEED AP®
Senior Vice President I Architecture
479.878.2447
mark.owings@craftontull.com

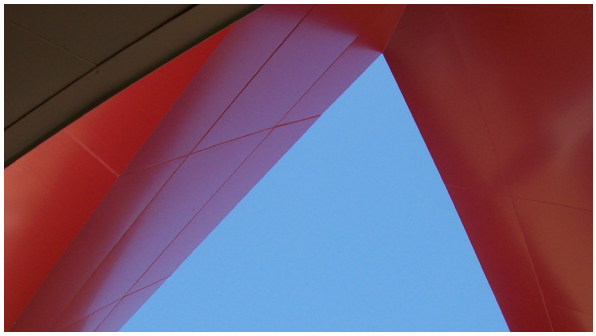
1450 E. Zion Road, Suite 9
Fayetteville, AR 72703
479.636.4838
craftontull.com

APPENDIX



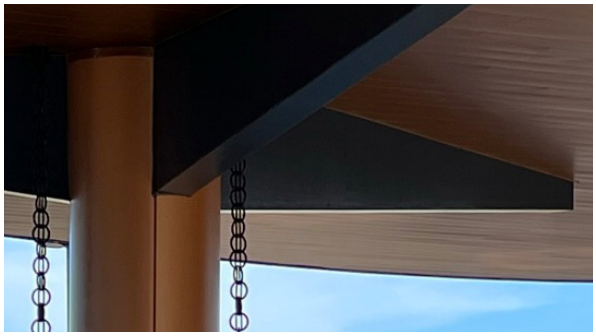
SECTION ONE

EXECUTIVE SUMMARY
PAGE 4-5



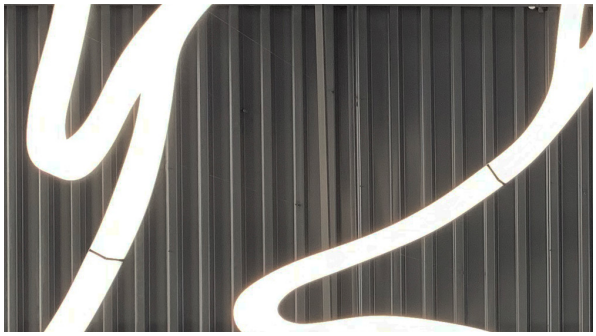
SECTION TWO

ORGANIZATIONAL CHART + PERSONNEL RESUMES
PAGES 6-25



SECTION THREE

CLIENT REFERENCES + RELEVANT PROJECT EXPERIENCE
PAGES 26-38



SECTION FOUR

FIRM AND PARTNERSHIP OVERVIEW
PAGES 39-49



SECTION FIVE

FORMS
PAGES 50-52

EXECUTIVE SUMMARY

At **Crafton Tull**, our mission is to enhance the communities where we live and work through innovative design and strategic partnerships. Our multidisciplinary team anticipates project needs, delivering value at every stage of the design process. We have had the privilege of contributing to significant aquatics projects across the state, establishing a proven track record of excellence.

A vital component of our team is **Prism Design Studio**, founded on the belief that public spaces should foster engagement, learning, and connection. Through diverse public and private projects, Prism integrates sustainable design principles to harmonize built environments with natural systems, creating spaces that are both beautiful and functional.

From 300-acre conservation-based recreational bike parks focused on open space, paved trails, and soft trails, to urban infill projects with dynamic hardscape elements, Prism Design Studio possesses the expertise to align Fayetteville's sustainability goals with the vision for the proposed Aquatic Facility. Our combined experience will ensure a design that reflects the character of Fayetteville while fulfilling the City's aspirations for the Aquatic Center.



EXECUTIVE SUMMARY CONT.

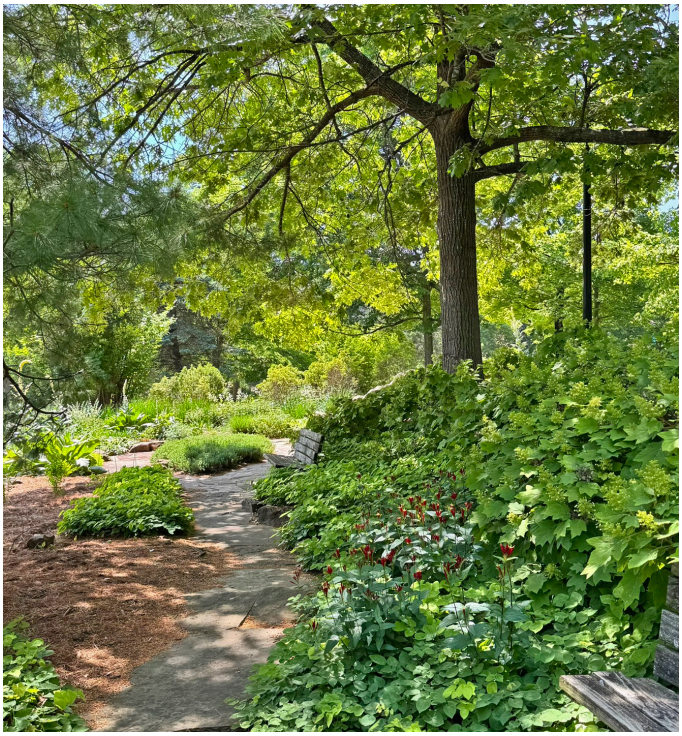
Many of our employees live, work, study, and play in Fayetteville, giving us deep insight into the City's ethos, history, and regional significance. Our approach to placemaking prioritizes connection to nature, inclusivity, and accessibility – values that align with the City's commitment to providing equitable, accessible facilities for all. We are prepared to incorporate any combination of desired amenities while ensuring a seamless and collaborative design process.

Our **Statement of Qualifications** will outline our team's expertise, client references, consultant partnerships, and required documentation. Additionally, we bring extensive experience working with local construction management firms and are ready to collaborate respectfully and efficiently with any construction manager selected for the project.



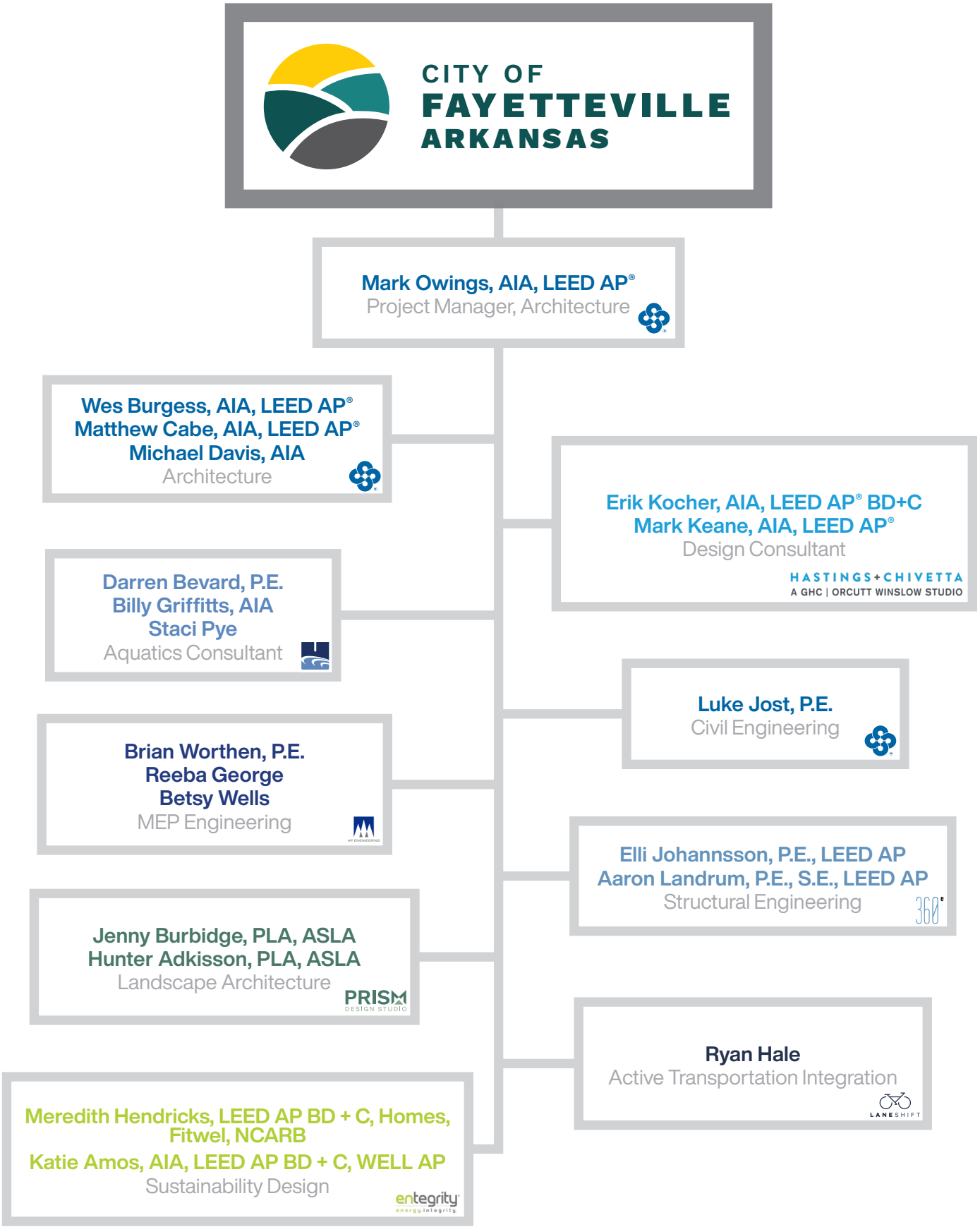
We embrace the Master Plan Vision Statement:

"Fayetteville parks are places to recreate, be playful, gather, and enjoy the many benefits of nature and a sense of community. Our values are evident in providing equitable, well-managed facilities and outdoor opportunities for all in our parks."



Crafton Tull looks forward to partnering with the City of Fayetteville to design this much-needed **"third space"** for the community, enhancing the places where we live, work, and connect.

ORGANIZATIONAL CHART



MARK OWINGS AIA, LEED AP®
PROJECT MANAGER



EXPERIENCE
31 years

EDUCATION
University of Arkansas Fay Jones School of Architecture and Design, Bachelor of Architecture

REGISTRATIONS
Arkansas #3292

Oklahoma #5227

Missouri #2014015040

LEED Accredited Professional

AFFILIATIONS
American Institute of Architects

American Institute of Architects, Arkansas Chapter

National Council of Architecture Registration Boards

U.S. Green Building Council

U.S. Green Building Council, Arkansas Chapter

OVERVIEW
A native of Northwest Arkansas, Mark earned his bachelor's degree from the Fay Jones School of Architecture and Design at the University of Arkansas in 1994. He began his career with Crafton Tull in 1994 and has provided his architectural talents as an Architect/ Principal on many projects. Mark serves on the Board of Directors for Crafton Tull, bringing his passion for architecture, sustainability, and technology to the entire firm. He has a passion for visiting new places and encountering their varied art and architecture but is equally comfortable camping with friends and relatives.

Mark believes in strong partnerships with regional and national firms and has worked on numerous sustainable/LEED® projects, facilitating LEED® for existing buildings certification for the office towers of American Center, Nashville, TN, and LEED® Silver Certification for the Center for Health Professions for the Northwest Arkansas Community College. He has ensured the success of award-winning projects such as The Scott Family Amazeum and Rogers High School.

RELEVANT PROJECT EXPERIENCE
Ridge Athletics Center – Jonesboro, AR

Conway Community and Aquatics Center – Conway, AR

Pine Bluff Aquatics – Pine Bluff, AR

Edmond Aquatics Center – Edmond, OK

Creekwood Pool House – Springdale, AR

Arkansas BlueCross and BlueShield NWA Corporate Center – Springdale, AR

Highlands Oncology Building – Springdale, AR

Scott Family Amazeum – Bentonville, AR

Butterfield Trail Convocation Center – Fayetteville, AR

WES BURGESS AIA, LEED AP®
ARCHITECT



EXPERIENCE
33 years

EDUCATION
University of New Mexico
Bachelor of Architecture

University of Texas at Austin
Master of Architecture

REGISTRATIONS
Arkansas #3036

LEED Accredited Professional

AFFILIATIONS
American Institute of Architects

American Institute of Architects, Arkansas Chapter, Northwest Section

National Council of Architecture Registration Boards - Certificate #49600

Leadership in Energy and Environmental Design

OVERVIEW
Wes holds a master's degree in architecture from the University of Texas at Austin. After becoming a registered architect in 1995, Wes came to work at Crafton Tull and is thankful to be able to pursue his passion for Architecture in a wonderful place like Fayetteville. He has filled the role of design architect and project manager on a wide range of project types, including education, healthcare, and commercial office buildings.

Wes enjoys taking a project from an initial idea to owner occupancy, overseeing each step along the way. This broad experience has allowed him to develop relationships with both clients and contractors, drawing on this expertise for the success of the project.

RELEVANT PROJECT EXPERIENCE
Creekmore Park Pool House – Fort Smith, AR

Creekmore Park Pool Feasibility Study – Fort Smith, AR

Wilson Park Pool Buildings Renovation – Fayetteville, AR

Melvin Ford Aquatic Center Renovation – Bentonville, AR

Evening Star Pool Pavilion – Rogers, AR

Lake Fayetteville Softball Renovations – Fayetteville, AR

Depot Park Pavilion – Russellville, AR

John Bell Jr. Maintenance Building – Fort Smith, AR

Phillips Park Baseball Facilities – Bentonville, AR

Rogers Sports Park – Siloam Springs, AR

Butterfield Trail Village Small House Assisted Living Center – Fayetteville, AR

MATTHEW CABE AIA, LEED AP®
ARCHITECT



EXPERIENCE
21 years

EDUCATION
University of Arkansas Fay Jones School of Architecture and Design, Bachelor of Architecture, Bachelor of Science in Architectural Studies

REGISTRATIONS
Arkansas #4670

AFFILIATIONS
American Institute of Architects

American Institute of Architects, Arkansas Chapter, Northwest Section

National Council of Architecture Registration Boards - Certificate #108365

Leadership in Energy and Environmental Design

OVERVIEW
Matthew earned both Bachelor of Architecture and Bachelor of Science in Architectural Studies degrees from the University of Arkansas' Fay Jones School of Architecture and Design. He has been a resident of Fayetteville for over thirty years and comes to Crafton Tull after working for local architecture firms and, most recently, for the City of Fayetteville as Director of Building Safety and then Facilities Manager. As an architect, he has served many roles on a wide variety of projects, from custom residential designs to university housing and other large institutional projects.

Matthew enjoys seeing projects transition from the beginning stages on paper to the final building plans, through the construction phases, and then into occupancy. Understanding that all parties have essentially the same goal for a project has helped him cultivate lasting relationships with clients, consultants, and contractors throughout his experience.

RELEVANT PROJECT EXPERIENCE
Ridge Athletics Center – Jonesboro, AR

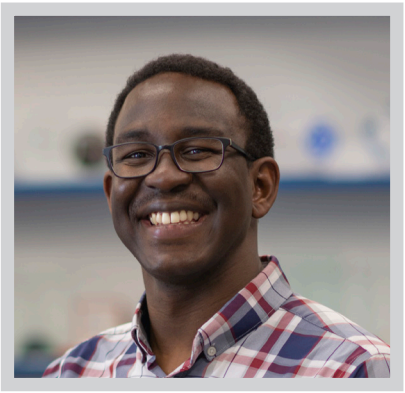
Conway Community and Aquatics Center – Conway, AR

The Pryor Center for Arkansas Oral and Visual History – Fayetteville, AR*

The New School – Fayetteville, AR*

**Project completed with previous employer*

MICHAEL DAVIS AIA
ARCHITECT



EXPERIENCE
6 years

EDUCATION
Louisiana Tech University
Master of Architecture

REGISTRATIONS
Arkansas #912355

AFFILIATIONS
American Institute of Architects

National Council of Architecture Registration Boards

OVERVIEW
Michael attained a Master's degree in architecture from Louisiana Tech University in 2018. After a stint in Little Rock, Michael joined Crafton Tull in 2023 to gain new perspectives and enjoy the beautiful landscapes in Fayetteville, Arkansas. As a designer and project architect, he has cultivated effective client relationships throughout the design process for both commercial and community projects.

Michael enjoys helping clients realize their visions in creative ways, from space planning, creating renderings, and ultimately to project completion. He enjoys hiking and the natural environment and wants to bring these passions into his designs. Architecture is ultimately for the people, and he wants to use his designs to improve the community and the users he works with.

RELEVANT PROJECT EXPERIENCE
Ridge Athletics Center – Jonesboro, AR

Conway Community and Aquatics Center – Conway, AR

Highlands Oncology Offices – Rogers, AR

Immerse Youth Shelter – Little Rock, AR*

Audi Car Dealership Renovation – Little Rock, AR*

Audi Car Dealership Renovation – Searcy, AR*

**Project completed with previous employer*



Erik Kocher AIA, LEED AP BD+C

Design Principal

Erik's design talents enable him to quickly and expertly illustrate a range of solutions for any given architectural challenge. He has extensive experience on community recreation and wellness projects across the country and oversees and guides the majority of the firm's projects. Erik strives for the physical expression of sound planning ideas, innovation, and creativity combined with the open flow of communication with clients.

Resume

Firm
Hastings+Chivetta, a GHC | Orcutt Winslow Studio

Role
Design Principal

Education
Master of Architecture, Washington University in St. Louis

Bachelor of Arts, Mathematics, Grinnell College

Company Tenure
38

Professional Licensure & Certification
Registered Architect in FL, AL, AZ, AR, CO, CT, DE, DC, GA, IL, IN, IA, KS, KY, LA, MA, MI, MN, MS, MO, NE, NJ, NM, NY, NC, ND, OH, OK, PA, SC, SD, TN, TX, UT, VA, WV, WI, WY
American Institute of Architects (AIA)
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Relevant Project Experience

City of Jonesboro Ridge Athletics Center
Jonesboro, AR

City of Conway Aquatic and Recreation Center
Conway, AR

City of Maryland Heights Aquaport Renovation
Maryland Heights, MO

City of Doral Aquatic and Recreation Center
Doral, FL

City of Bridgeton Aquatic and Recreation Center
Bridgeton, MO

City of Sunset Hills Aquatic and Recreation Center
Sunset Hills, MO

City of Virginia Beach Bow Creek Aquatic and Recreation Center
Virginia Beach, VA

City of Wentzville Aquatic and Recreation Center
Wentzville, MO

City of Long Beach Belmont Aquatic Center
Long Beach, CA

City of Des Peres The Lodge Aquatic and Recreation Center
Des Peres, MO

City of Eureka Aquatic and Recreation Center
Eureka, MO

City of Ferguson Pool and Pool House Renovation
Ferguson, MO

City of Sunset Hills Aquatic and Recreation Center
Sunset Hills, MO

City of Richmond Heights The HEIGHTS Aquatic and Recreation Center
Richmond Heights, MO



Mark Keane AIA, LEED AP

Project Designer

Mark Keane has nearly 35 years in the industry working as a project designer. As your project designer, Mark will be responsible for establishing the overall direction of the design, addressing program requirements, accessibility and barrier free design, and life safety requirements. Mark's sharp eye for detail and love for design translate into innovative projects with a strong sense of place, that are in harmony with the environment, and show concern for its users.

Resume

Firm
Hastings+Chivetta, a GHC | Orcutt Winslow Studio

Role
Project Designer

Education
Bachelor of Architecture - Kansas State University

Company Tenure
33

Professional Licensure & Certification
Registered Architect in Missouri
American Institute of Architects (AIA)
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Relevant Project Experience

City of Conway Aquatic and Recreation Center
Conway, AR

City of Jonesboro Ridge Athletics Center
Jonesboro, AR

Bella Vista Aquatic and Recreation Center Center Concept
Bella Vista, AR

City of Long Beach Belmont Aquatic Center
Long Beach, CA

City of Doral Aquatic and Recreation Center
Doral, FL

City of Arnold Aquatic and Recreation Center
Arnold, MO

City of Ferguson Pool and Pool House Renovation
Ferguson, MO

City of Richmond Heights The HEIGHTS Aquatic and Recreation Center
Richmond Heights, MO

City of Chesapeake Aquatic and Recreation Center Feasibility Study
Chesapeake, VA

City of Dickson Aquatics Center and Feasibility Study
Dickson, TN

City of St. Charles Aquatic and Recreation Center Study
St. Charles, MO



Counsilman · Hunsaker
AQUATICS FOR LIFE

DARREN BEVARD P.E.

Aquatics Consultant

EDUCATION

University of Memphis -2002
Bachelor of Science
Mechanical Engineering

Summa Cum Laude with university honors and honors in mechanical engineering

YEARS OF EXPERIENCE

Aquatic Design – 20+ years
With Counsilman-Hunsaker
2008 - Present

PROFESSIONAL REGISTRATIONS

AR, AZ, CO, HI, ID, KS, LA, MS, MI, MO, MT, ND, NE, NM, NV, NY, KS, OK, OR, TX, WA, WY

CERTIFICATIONS & AFFLIATIONS

Professional Engineer -Mechanical
Power 25 Recipient, Most Influential Industry Professionals, *Aquatics International*.
Certified Pool Operator
Pool & Hot Tub Alliance (PHTA)
Aquatic Facility Operator

AWARD-WINNING DESIGNS

Outstanding Sports Facility Award, *NIRSA*
Louisiana State University
Baton Rouge – 2018
Texas A&M University
College Station - 2018
Facilities of Merit, *Athletic Business*
Louisiana State University

PROFESSIONAL BACKGROUND

Darren assumes the roles of President and COO at Counsilman-Hunsaker, where he directs our aquatic design division and supervises operations across all regional design studios. With over two decades of experience in the aquatics industry, Darren brings a wealth of engineering knowledge and design expertise to every project he undertakes. His career has centered on crafting practical, cost-effective, and imaginative aquatic facilities for diverse user groups. Darren's expertise encompasses master planning, programming, conceptual and design development, construction document completion, and construction oversight. He is renowned in the aquatic design realm for his innovative approach, leveraging his extensive portfolio to infuse projects with novel elements that precisely meet client specifications. Darren is also a frequent speaker at industry events, sharing insights on operational efficiencies in aquatic facilities and the latest technological advancements in commercial aquatic design.

NOTABLE PROJECTS

Apex Centre - McKinney - TX
Arlington ISD Athletics Center - Arlington - TX
Dallas Aquatic Centers - TX
Camp Barnabas - Purdy - MO
Carroll Senior High School Aquatic Center Renovation - Southlake - TX
East Library and Recreation Center - Arlington - TX
Jesuit Dallas - David A. Segal Family Aquatic Center - Dallas - TX
Katy ISD - Patricia E. Paetow High School Natatorium - TX
Lamar CISD District Natatorium - Rosenberg - TX
Louisiana State University - Outdoor Leisure Pool - Baton Rouge - LA
New Caney ISD Aquatic Center - TX
Nolan Catholic High School - Fort Worth - TX
NRH Center - North Richland Hills - TX
Omni Las Colinas - Irving - TX
Pampa H2O Aquatic Center - Pampa - TX
Pirate's Bay Waterpark - Baytown - TX
Summit Waves - Wave Pool Addition - Lee's Summit - MO
Texas A&M University - Natatorium Renovation & Expansion - College Station - TX
The University of Memphis - R. Brad Martin Student Wellness Center - TN
University of Memphis - R. Brad Martin Student Wellness Center - Memphis - TN
Wavegarden Atlantic Park - Virginia Beach - VA

PUBLICATIONS & CONFERENCE SPEAKING

Indoor Aquatics: Is Your Natatorium an Unhealthy Environment? - Texas Recreation and Park Society - 2022

The State of Aquatics in Texas - Current Condition, Future Direction - Texas Recreation and Park Society - 2018



Counsilman · Hunsaker
AQUATICS FOR LIFE

BILLY GRIFFITTS AIA

Aquatics Consultant

EDUCATION

Washington University in St Louis
Bachelor of Science Architecture
2012

University of Michigan
Master of Architecture - 2014

YEARS OF EXPERIENCE

With Corgan Associates
2014 - 2020

With Counsilman-Hunsaker
2020 – Present

PROFESSIONAL REGISTRATIONS

Texas License#25620

CERTIFICATIONS & AFFLIATIONS

Texas Board of Architectural Examiners – Licensed Architect

American Institute of Architects

Certified Pool & Spa Operator - PHTA

PROFESSIONAL BACKGROUND

Billy Griffitts draws on his experience as a competitive swimmer and professional training as a licensed architect to provide an informed perspective on his projects. His experience with designers, owners, and athletes allows him to understand the needs of the natatorium as well as the needs of the swimmers. As a Project Director, Billy works directly alongside clients from the early programming stages of a project through design and into construction administration. His capabilities include audit services for existing facilities which can identify performance issues and generate options for improvement.

PAST EXPERIENCE

Billy was a competitive swimmer for the better part of two decades: first as an age-group swimmer and high school athlete in the Plano, TX, then as a collegiate swimmer at Washington University in St Louis. When not in the pool or in classes, Billy also worked as a lifeguard in Texas and Missouri. After college, Billy began working full time at Corgan, an architectural firm in Dallas. There he completed his training and examinations for architectural licensure and oversaw the design and construction of large commercial projects across the country.

NOTABLE PROJECTS

Dell Jewish Community Center - Austin – TX
Desert Wave Aquatic Center – Lubbock - TX
Dow Park Pool - Deer Park – TX
Forest Park Pool - Ft. Worth – TX
Franklin Wellness Center – LA
Holford Pool - Garland – TX
Houston ISD - Austin High School - Houston – TX
JBSA Skylark Pool - San Antonio – TX
Lake Oswego Recreation and Aquatics Center – OR
Long Beach Unified School District - Lakewood High School Pool – CA
Long Beach Unified School District - Wilson High School Pool – CA
Moseley Pool - DeSoto – TX
No Stone Unturned Therapeutic Learning Center - Manhattan – KS
Sooner Pool Expansion - Bartlesville – OK
St. Mark's School of Texas – Dallas - TX
Texas Tech University - Audit - Lubbock – TX
TGMC Health & Wellness - Houma - LA



Counsilman · Hunsaker
AQUATICS FOR LIFE

STACI PYE

Aquatics Consultant

EDUCATION

Drury University
Bachelor of Architecture - 1996

YEARS OF EXPERIENCE

With Counsilman-Hunsaker
2006 - Present

PAST EXPERIENCE

1998 - 2006: Aquatic designer for a swimming pool contractor located in the Midwest specializing in commercial and high-end residential projects

CERTIFICATIONS & AFFLIATIONS

Architecture Intern Development Program

Certified Pool/Spa Operator - PHTA

AWARD-WINNING DESIGNS

Best of Aquatics, *Aquatics International*
The Keller Pointe Renovation - TX, 2013

Outstanding Sports Facility Award, *NIRSA* Missouri State University - Springfield, 2013
University of Missouri - St. Louis, 2017
Northern Kentucky University, 2017

Innovative Architecture & Design Award, *Recreation Management*
Missouri State Univ. - Springfield, 2013

Facilities of Merit Award, *Athletic Business* Maryland Heights Rec Center - MO, 2018

PROFESSIONAL BACKGROUND

Staci Pye brings a wealth of experience in designing national and international aquatic facilities of every size and complexity which serves a variety of user groups and owner types. Staci has a Bachelor of Architecture degree with first-hand knowledge of swimming pool design, construction, and operation. Staci specializes in all aspects of the process of a client's vision beginning with initial concept design, design management and project leadership throughout the construction administration process. She has been designing commercial swimming pools since 1998, specializing in high-end hospitality venues and aquatic features such as fountains, waterfalls, and decorative aquatic accents. Her extensive experience abroad has allowed her to bring a unique perspective to her work which has resulted in award-winning projects.

NOTABLE PROJECTS

2711 Anderson Lane Pool - Austin – TX
321 W. 6th Street - Austin – TX
Alief Neighborhood Center – Houston – TX
Austin Marriott Downtown - Austin – TX
Battlefield Airman Aquatic Training Facility Lackland AFB -Medina Annex - TX
Bridgeland Prairieland Village - Longwing Landing - Cypress, TX
Bridgeland Parkland Village - Dragonfly Park - Cypress, TX
Celeste at La Cantera - San Antonio – TX
Chickasaw Nation - Ardmore Hotel & Casino - Ardmore – OK
Kingston Casino - Kingston – OK
La Joya ISD Sports and Learning Complex – TX
OTIS Hotel - Austin – TX
Parcel 4 Apartments - Baltimore – MD
Pharr Natatorium - TX
Pharr-San Juan-Alamo I.S.D – TX
Southwest ISD - TX - San Antonio – TX
Surf and Swim – Garland - TX
Tidwell Park Aquatics – Houston – TX
United Airlines Training Facility - Houston – TX
University of New Orleans - Student Living - LA

LUKE JOST P.E.
CIVIL ENGINEER



EXPERIENCE
14 years

EDUCATION
Kansas State University
Bachelor of Science, Civil Engineering

REGISTRATIONS
Arkansas #18699
Oklahoma #28497

AFFILIATIONS
American Society of Civil Engineers

OVERVIEW
Luke Jost is a Vice President for Crafton Tull's Infrastructure Division who works on public infrastructure projects. His engineering experience includes roadway design, roundabout design, trail design, water line design, sanitary sewer design, water distribution models, and hydraulic analysis. Luke is focused on delivering solutions that meet budget necessities, whether through phasing or design. Luke is a member of the American Society of Civil Engineers. He has completed projects in Arkansas, Oklahoma, and Kansas.

RELEVANT PROJECT EXPERIENCE
Lake Fayetteville Softball Field Renovations – Fayetteville, AR

Mission Boulevard Trail – Fayetteville, AR

Fayetteville Public Schools Transportation & Nutrition Addition – Fayetteville, AR

Lowell Splash Pad – Lowell, AR

7th & C Drainage Improvements – Bentonville, AR

Preston Park to Community Center Trail – Bentonville, AR

South Cato Springs Sewer Extension – Fayetteville, AR

Rupple Road Extension – Fayetteville, AR

BHS Trail – Bentonville, AR

Southwest Bentonville Trail – Bentonville, AR

McClure Avenue Improvements & Ward Nail Trail – Lowell, AR

Razorback Greenway Extension Phase 3 – Bella Vista, AR

Dodson Road Extension – Rogers, AR

Monroe Avenue Extension – Lowell, AR

Gator Boulevard Extension – Bentonville, AR

Clabber Creek Hydraulic Study – Fayetteville, AR

PRISM DESIGN STUDIO

JENNY BURBIDGE PLA, ASLA
LANDSCAPE ARCHITECT



YEARS OF EXPERIENCE
14

EDUCATION
University of Arkansas Fay Jones School of Architecture and Design, Bachelor of Landscape Architecture

REGISTRATION
Arkansas #8531
Louisiana # S-347
Mississippi #612
Missouri #2023044263

PROFESSIONAL AFFILIATIONS
President - American Society of Landscape Architects – Arkansas Chapter

Board of Directors, President - Northwest Arkansas Land Trust

Recreation Stewardship Advisory Committee - Illinois River Watershed Partnership

Urban Land Institute NWA Small Cities Committee

Jenny has 14 years of experience in master planning, urban design, park design,and designs for multi-family and commercial spaces. She works to create strong client relationships and create value in finished projects. Jenny takes a big picture view of development that includes looking at connectivity and space for recreational design to create purposeful space design. Through landscape architecture and placemaking design, every space can create positive change.

RELEVANT PROJECT EXPERIENCE

INSTITUTIONAL & HOSPITALITY
Thaden School – Performing Arts Center – Bentonville, AR*
Greenland School District – Administration Bldg – Greenland, AR
University of Arkansas – Outdoor Geology Lab – Fayetteville, AR
SE 6th Street Offices – Bentonville, AR*
Holcomb Arts District Masterplan – Springdale, AR*
Holcomb Arts District – Bauhaus Biergarten – Springdale, AR*
Southyard – Fayetteville, AR
The Jones Center Master Plan – Springdale, AR
Black Howler Brewery – Cave Springs, AR
Mercy Hospital Outdoor Café – Fort Smith, AR
The Park Hotel – Fayetteville, AR*
SW A Food Court – Bentonville, AR*
First National Bank – Rogers, AR*

PARKS & RECREATION + OPEN-SPACE PLANNING
Wishing Springs Trail Improvements, Trailblazers – Bentonville, AR
Blowing Springs Shared-Use Trail – Trailblazers – Bella Vista, AR
Lake Bentonville Master Plan – Bella Vista, AR
North Lake Bentonville Access and Playground – Bella Vista, AR
Withrow Springs State Park – Day Use Improvements – Huntsville, AR
Withrow Springs State Park – Spring Area Renovations – Huntsville, AR
Bull Shoals State Park – Amphitheatre and Overlook Renovations – Lake View, AR
Conservation-Based River Recreation Master Plan for the Upper Illinois River – Cave Springs, AR
Youthbridge Community Gardens – Springdale, AR
I-49 Interchange Beautification Project – Fort Smith, AR

MULTIFAMILY & MIXED-USE
7C Townhomes – Bentonville, AR*
SEG4 Townhomes – Bentonville, AR*
Network Building – Fayetteville, AR*
SW A Townhomes – Bentonville, AR*
Coffelt Townhomes – Bentonville, AR*
G @ Market – Bentonville, AR*
B St Townhomes – Bentonville, AR*
Holcomb Arts District – Sugarcube – Springdale, AR*
Ritter and Spool Multifamily – Rogers, AR*
Habitat for Humanity, Cherry Street Homes – Fayetteville, AR
Rally Townhomes – Rogers, AR*
Olive St 55 Acre Residential Master Plan – Rogers, AR
L Street Multifamily – Bentonville, AR

**Indicates Downtown Infill/Urban Project*

PRISM DESIGN STUDIO

HUNTER ADKISSON PLA, ASLA
LANDSCAPE ARCHITECT



YEARS OF EXPERIENCE
4

EDUCATION
University of Arkansas Fay Jones School of Architecture and Design, Bachelor of Landscape Architecture

Vanderbilt University Bachelor of Arts, English and Literary Studies

REGISTRATION
Arkansas #712026

PROFESSIONAL AFFILIATIONS
American Society of Landscape Architecture, Arkansas Chapter

City of Fayetteville Urban Forestry Advisory Board 2021 - 2023

Hunter brings a deep curiosity to his work. With a wide range of design and development experience and a diverse background, he digs into the aspirations of his projects and explores just how much they can accomplish. Hunter always looks to add value to our community and local ecology through collaborative, intentional design. His personal aquatics and maritime experience offer a unique perspective to enrich Fayetteville's Aquatics facility.

RELEVANT PROJECT EXPERIENCE

Upper Ramble + Civic Plaza – Fayetteville, AR
Local construction administration lead for the event and gathering northern portion of a 50 acre downtown improvement project with a daylighted stream turned interactive fountain, native plantings, and Greenway integration. With Nelson Byrd Woltz for the City of Fayetteville.

South Indiana Development Commission – Washington, IN
Created a Strategic Growth Map for Washington, Indiana, analyzing existing infrastructure capacity and highlighting growth potential following traditional town form

Community Eroded – Bentonville, AR
Presented research on the infrastructure and zoning history of Fayetteville, AR and its impact on racial equity at Crystal Bridges Museum of Art in Bentonville, AR. With NWA Black Heritage.

City Park – Fayetteville, AR

Ozark Natural Food CO-OP – Fayetteville, AR

RELEVANT AQUATICS EXPERIENCE

Assistant Director, Strong River Camp + Farm – Pinola, MS
2013 - 2014 (Seasonal): Provided programming support and direction for all camp operations, including canoeing instruction and management of pool lifeguards

American Red Cross Lifeguard (Various Facilities)
2004 - 2009

Commercial Offshore Sailboat Captain (MCA 200gt License)
2010 - 2015

American Sailing Association Sailing Instructor
2009 - 2014

AQUATICS INVOLVEMENT
Fayetteville Marlins Swim Club 2024

Interscholastic + Club Water Polo Player: 2002 - 2008, 2012

Interscholastic Swimmer: 2002 - 2003

Ryan Hale

Active Transportation Planner



Laneshift was founded in 2017 by Ryan Hale. Before this, Ryan worked for over five years at the center of Northwest Arkansas' bike and pedestrian network growth as a staff member for the Walton Family Foundation. Through projects like the development of the Razorback Regional Greenway, the Back 40 mountain biking trail system in Bella Vista, and Lake Atalanta in Rogers, AR, Ryan gained valuable experience in the implementation of a robust bike and pedestrian system that continues to grow in size and connectivity. Experiences gained while working at the regional and project levels helped serve as a springboard for the launch of Laneshift.

EXPERIENCE

8+ years

EDUCATION

Bachelors of Science in Education - University of Arkansas

RELEVANT PROJECTS

Move Fort Smith Active Transportation Plan — Fort Smith, AR (Current)

Swift Creek Outdoor Hub-Master Plan — Richmond, VA (2023-2024)

Razorback Regional Greenway — Northwest Arkansas*

Safe Streets Pilot Projects (2018-2019) — Springdale, AR & Siloam Springs, AR

2021 Active Transportation Plan — City of Joplin, MO

Lake Atalanta Revitalization — Rogers, AR*

Coler Mountain Bike Preserve — Bentonville, AR*

Multi-use Trail Development - Markham Hill — Fayetteville, AR

Railyard Loop — Rogers, AR*

Capital Area Active Transportation Plan — Jefferson City, Cole & Callaway Counties, MO *(Sub-Consultant)*

Back Forty Trail System — Bella Vista, AR*

Dirt 66, Trails and Connectivity Plan — Springfield, MO (2020) *(Sub-Consultant)*

**Prior experience*

RESUME AT A GLANCE

- Former Community Banker
- 5+ years with the Walton Family Foundation as lead program officer for the development of bike and pedestrian infrastructure in the Home Region
- Team Captain-University of Arkansas Razorbacks -1998 Football
- Member of New York Giants-1999-2000-NFC Champions & Superbowl 35

KEY PERSONNEL



BRIAN WORTHEN, PE

Mechanical Engineering Manager

Brian Worthen, PE, ASHRAE HFDP, is a highly skilled mechanical engineer with a Bachelor of Science in Mechanical Engineering from Oklahoma State University and nine years of professional experience. Brian has honed his expertise in project management, particularly within the dynamic Oklahoma City metropolitan area, where he has actively contributed to the engineering of both renovated buildings and new facilities.

Brian's proficiency extends to collaborating with local hospital systems, showcasing his commitment to delivering tailored solutions for specialized environments. He has developed a keen focus on the identification and application of codes and standards, ensuring that systems are meticulously designed while navigating the complexities inherent in renovations and the imperative to maintain operations in 24/7 facilities.

With a detail-oriented approach, Brian is dedicated to following through on projects, ensuring they align with strict schedules and budgets. His adaptability and technical skills position him as a valuable asset in the field, and his commitment to excellence is evident in his work. Brian's education, experience, and dedication make him a standout professional.

ROLE
Mechanical Engineer of Record

EDUCATION
B.S.M.E, Mechanical Engineering, Oklahoma State University

REGISTRATION
PE, OK, 32626

CERTIFICATIONS
ASHRAE HFDP

PROJECT LIST

CITY OF ALTUS
Altus, OK
New construction of Fire Station #3

RIDGE ATHLETICS CENTER
Jonesboro, AR
New Aquatic Center Construction

PAWNEE BEHAVIORAL CLINIC
Pawnee, OK
Renovations

SUMMIT MEDICAL CENTER
Edmond, OK
Second floor renovation

HP ENGINEERING

KEY PERSONNEL



REEBA GEORGE

Senior Electrical Designer

Reeba George has been an Electrical Designer for the HP Engineering Tulsa location since 2012. Her project experience includes, but is not limited to, multi-use housing and retail, corporate, hotels, casinos, distribution facilities, community centers, parks, and many other other various buildings.

She holds a Bachelor's Degree in Electronics and Communication Engineering from the University of Kerala, India, as well as a Master's Degree in Electrical Engineering from Oklahoma State University. Reeba is key in coordinating and designing electrical and lighting systems for a wide range of small and large construction projects.

ROLE
Electrical Designer

EDUCATION
M.S.E.E., Electrical Engineering, Oklahoma State University

PROJECT LIST

RIDGE ATHLETICS CENTER
Jonesboro, AR
New Aquatic Center Construction

ADA WELLNESS CENTER
Ada, OK
20,000-square-foot wellness center

BLACK HAWK HEALTH CENTER
Stroud, OK
Renovation & expansion of an existing building

FAIRFAX WELLNESS CENTER
Fairfax, OK
4,193-square-foot wellness center

HP ENGINEERING

KEY PERSONNEL



BETSY WELLS

Senior Plumbing Designer

Betsy is a Mechanical and Plumbing Designer who is located in our Rogers Arkansas office. Her engineering design project experience includes education, multi-family residential, government healthcare facilities, entertainment & hospitality venues, and restaurants.

Betsy has over 20 years of experience in mechanical and plumbing design for new and renovated projects. Her expertise includes plumbing design that includes: sanitary,water, natural gas, and med gas; as well as plumbing coordination, fixture selection, and sanitary, water, natural gas and med gas sizing.

Betsy is a graduate of Northwest Arkansas Community College where she studied AutoCAD Design and Drafting. She joined HP Engineering in 2011.

ROLE
Plumbing Designer

EDUCATION
AutoCAD Design and Drafting, Northwest Arkansas Community College

PROJECT LIST

CONWAY AQUATIC CENTER
Conway, AR
New community aquatic center

JONES CENTER
Springdale, AR
Renovations

RIDGE ATHLETICS CENTER
Jonesboro, AR
New Aquatic Center Construction

SEARCY COMMUNITY AND AQUATIC CENTER
Searcy, AR
New Community and Aquatic Center

HP ENGINEERING

360 engineering

360 Engineering Group, PLLC
www.360enggroup.com
1201 East 3rd Street, Tulsa, OK 74120
918.518.1124



ELLI JOHANNSSON, PE, LEED AP

Principal/Structural Engineer

Education: Bachelor of Architectural Engineering - Structures
Oklahoma State University, 1999

Affiliations: Oklahoma Structural Engineers Association, American Concrete Institute, American Institute of Steel Construction, Society of American Military Engineers, Tulsa Parking Board Authority, Street School Board of Directors (Past), Leadership Tulsa Class 46, Entrepreneurs Organization

Experience: 23 years of structural engineering experience and more than 28 years in the in the Architectural, Engineering and Construction field. Licensed professional engineer for over 14 years and currently licensed in 32 states.



AARON LANDRUM, PE, SE, LEED AP

Principal/Structural Engineer

Education: Bachelor of Civil Engineering
University of Oklahoma, 2007

Affiliations: Oklahoma Structural Engineers Association, Tulsa Young Professionals, American Institute of Steel Construction, Cold-Formed Steel Engineer's Institute. Member of the Cherokee Tribe

Experience: 15 years of structural engineering experience. Licensed professional engineer for over 11 years and currently licensed in 20 states.



MEREDITH HENDRICKS

LEED AP BD+C, Homes, Fitwel, NCARB

Sustainability Design

CONTACT

meredith.hendricks@
entegritypartners.com

EDUCATION

University of Arkansas - Fayetteville, AR

B.A. in Architecture, '02

Minor in Art

CERTIFICATIONS

LEED Accredited Professional Building Design & Construction

LEED Accredited Professional Homes

NCARB Certificate

Registered Architect - Oregon

USGBC Faculty with Green Classroom Professional Designation

Fitwel Ambassador

PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council - AR Chapter

YEARS WITH ENTEGRITY

2014 - Present

LOCATION

Fayetteville, AR

RESPONSIBILITIES

As Vice President of Sustainability, Meredith leads the building certifications and sustainability education teams, tracking Entegrity's environmental impacts on both operations and projects. Meredith also works with outside project teams, clients, students, and other groups to train them on sustainability principles.

PROFESSIONAL SUMMARY

A leader in sustainability, Meredith's passion for improving the built environment has shaped clients' corporate policies and decision-making at the highest level.

Prior to joining Entegrity in 2014, Meredith worked in architectural design in Arizona and Oregon, gaining design and operational knowledge on a diverse range of facility types. She holds two LEED AP credentials and an NCARB Certificate and is a Fitwel Ambassador. This range of experience and technical knowledge helps Meredith meet clients at every level of their sustainability journey, ensuring the businesses she helps not only thrive but do so with a conscious commitment to the planet. Her dedication to corporate sustainability goes beyond rhetoric, translating into tangible initiatives that have made a lasting impact on the built environment.

NOTABLE EXPERIENCE

- FedEx Freight and FedEx Express – Projects Nationwide
- Methodist Le Bonheur Healthcare Faculty Office Building, Memphis, TN – LEED Silver
- West Cancer Center, Germantown, TN – LEED Certified
- Oklahoma University Lin Hall, Norman, OK – LEED Silver
- University of Arkansas, Fayetteville, AR
  - » Adohi Hall – LEED Silver
  - » Frank O'Mara High Performance Track Center – LEED Silver
  - » Sculpture Building – LEED Silver
  - » Kimpel Hall – LEED Certified
  - » Don Tyson Center for Agricultural Sciences – LEED Silver
- Embassy Suites, Jonesboro, AR – LEED Gold
- Southyard Lofts, Fayetteville, AR – Fitwel Communities Pilot 3 Star rating
- Uptown Apartments, Fayetteville, AR – LEED Silver + Gold
- Brick Ave Lofts, Bentonville, AR – LEED Silver
- Network Building, Fayetteville, AR – Fitwel MultiFamily 1 Star rating, pursuing ILFI Net Zero Energy
- Force Support Squadron Annex, Whiteman AFB, MO – Guiding Principles
- Carlisle Construction Materials Manufacturing Facility, Sikeston, MO – LEED Platinum
- Farmers Park, Springfield, MO – LEED Silver
- 1808 Good Latimer, Dallas, TX – LEED Gold



KATIE AMOS

AIA, LEED AP BD+C, WELL AP

Sustainability Design

CONTACT

katie.amos@
entegritypartners.com

EDUCATION

University of Arkansas - Fayetteville, AR

Bachelor of Architecture, '02

CERTIFICATIONS

LEED Accredited Professional Building Design & Construction

American Institute of Architects

WELL Accredited Professional

PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council - AR Chapter

American Institute of Architects

YEARS WITH ENTEGRITY

2017 - Present

LOCATION

Fayetteville, AR

RESPONSIBILITIES

As a Certifications Team Leader for Entegrity's sustainability division, Katie is responsible for successfully leading projects through sustainability certifications. She handles both the design and construction phases for numerous rating systems such as LEED and WELL, which includes educating owners and project teams about sustainability, coordinating with design teams to document credits, and supporting construction teams through the documentation of construction credits. Katie also brings her EcoCharette technique expertise to projects, promoting collaboration between the design team.

PROFESSIONAL SUMMARY

Prior to joining Entegrity, Katie worked for several architecture firms in Northwest Arkansas where she helped integrate sustainable design into large institutional and commercial architectural projects. She gained a passion for low-impact development at the University of Arkansas Community Design Center, where she helped design a neighborhood for Habitat for Humanity that was a low-impact development and a pilot project for LEED Neighborhood Development. Through this project, Katie educated the public on low-impact development, influenced low-impact development policies for the City of Fayetteville, and co-authored the award-winning Low Impact Development: A Design Manual for Urban Areas.

Becoming LEED accredited in 2004, Katie has extensive experience in the field of sustainability and has introduced best practices into the architectural firms where she has worked. At Entegrity, Katie has served as the Sustainability Project Manager on many large-scale projects, focusing on hospitality, civic, military, and collegiate facilities.

NOTABLE EXPERIENCE

- University of Arkansas, Fayetteville, AR
  - » Cordia Harrington Center – LEED v4 Silver Certification
  - » Windgate Studio and Design Center – LEED v4 Silver Certification
- Ardmore Readiness Center, Ardmore, OK – LEED v3 Gold Certification
- Fairfield Inn and Suites, Springfield, MO and Bonita Springs, FL – LEED v3 Silver Certification
- Holiday Inn Express, Springfield, MO – LEED v3 Gold Certification
- Cambria Hotel, Omaha, NE – LEED v3 Silver Certification
- Safe Foods, North Little Rock, AR – LEED v4 Silver Certification
- City of Fayetteville Police Building, Fayetteville, AR – Projected
- Consulado General de Mexico, Houston, TX – LEED v4 Silver Certification
- Cambria Hotel, Louisville, KY – LEED v4 Silver Certification
- Walton Family Whole Health & Fitness, Bentonville, AR - Confidential

CLIENT REFERENCE LIST

RIDGE ATHLETICS CENTER

Kevin Hodges
Jonesboro Public Facilities Board
300 S. Church Street
Jonesboro, AR 72401
(870) 897-6200
Designed by the Crafton Tull, Hastings + Chivetta, and Counsilman-Hunsaker team

CONWAY COMMUNITY AND AQUATICS CENTER

Felicia Rogers, Assistant to the Mayor
City of Conway
1111 Main St Ste 102, Conway, AR 72032
(501)450-6110
Designed by the Crafton Tull, Hastings + Chivetta, and Counsilman-Hunsaker team

FORT SMITH CREEKMORE POOL

Sara Deuster, Parks Director
City of Fort Smith, AR
623 Garrison Avenue
Fort Smith, AR 72902
(479) 784-1000
sdeuster@ftsmithar.gov
Designed by Crafton Tull and Counsilman-Hunsaker

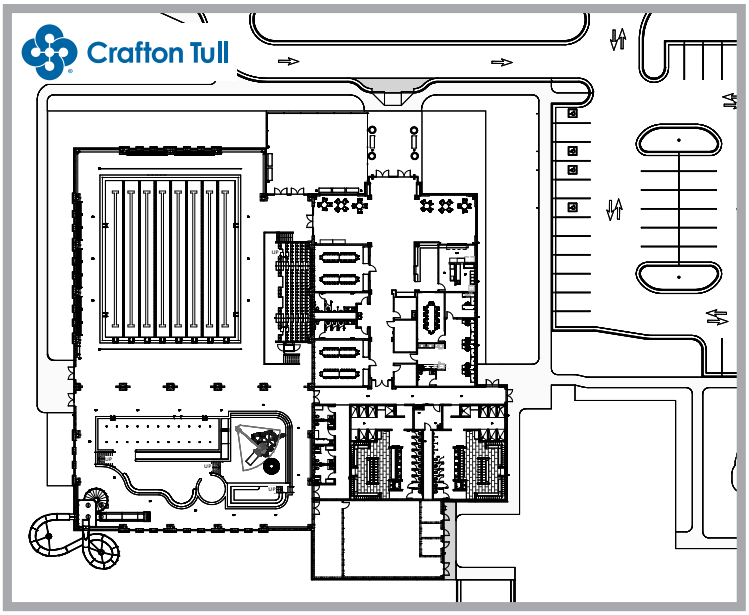
CITY OF DORAL AQUATIC AND RECREATION CENTER

Erin Sullivan, Director of Parks and Recreation
erin.weoslow@cityofdoral.com
(305) 593-6600
8401 NW 53rd Terrace, Doral, FL 33166
Designed by Hastings + Chivetta

OTTAWA YMCA

Joe Capece, Executive Director
Ottawa YMCA
joecapece@ottawaymca.org
411 Canal Street
Ottawa, IL 61350
815-433-2395 ext. 14
Designed by Counsilman-Hunsaker

RELEVANT PROJECT LIST



PINE BLUFF AQUATIC CENTER

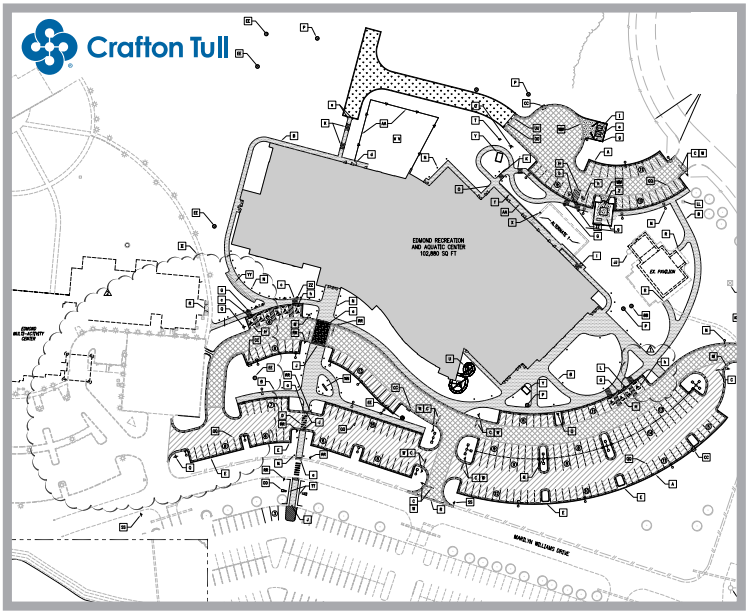
OUR FIRM'S ROLE
Architecture, Civil Engineering, Interior Design , Planning Landscape Architecture

CONSTRUCTION COST
$11.2 million

PERSONNEL INVOLVED
Mark Owings, AIA, LEED AP
Brad Peterson, P.E., CFM, LEED AP

CONTACT
Prutty Holman, Parks Director
City of Pine Bluff Aquatics
400 East 11th Avenue, Pine Bluff, AR 71601
870-536-3051

COMPLETION
July 2019



EDMOND RECREATION + AQUATIC CENTER

OUR FIRM'S ROLE
Architecture, Civil Engineering, Surveying

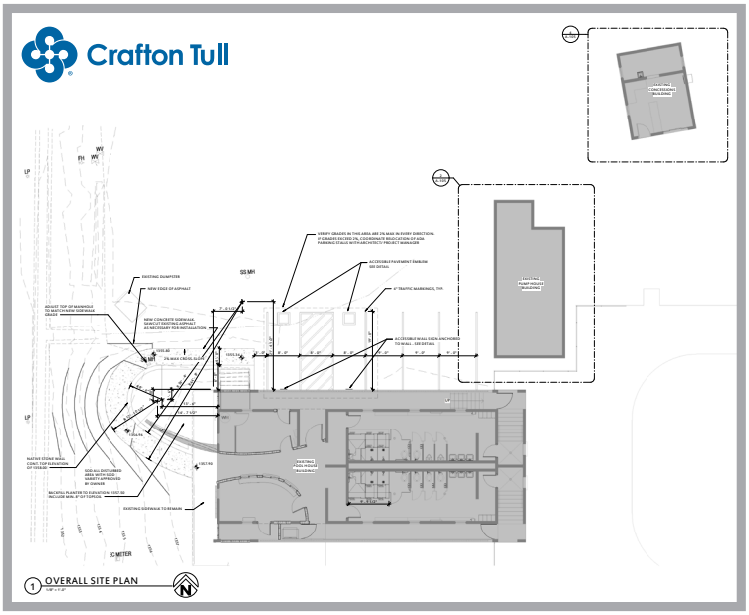
CONSTRUCTION COST
$25 million

PERSONNEL INVOLVED
Mark Owings, AIA, LEED AP

COMPLETION
February 2014

CONTACT
Andy Conyers
City of Edmond
Office of the City Manager
P.O. Box 2970
Edmond, OK 73083-2970
andy.conyers@edmondok.gov
(405) 359-4500

This project was recognized with a 2015 Dream Design Award by *Aquatics International*.



WILSON PARK SWIMMING POOL FACILITIES REMODEL

OUR FIRM'S ROLE
Architecture, Surveying

CONSTRUCTION COST
$465,855

PERSONNEL INVOLVED
Wes Burgess, AIA, LEED AP

COMPLETION
June 2014

CONTACT
Alison Jumper
Department Director
Parks & Recreation
1455 S. Happy Hollow Road
Fayetteville, AR 72701
parks@fayetteville-ar.gov
479.444.3471

RELEVANT PROJECT LIST CONT.



CITY OF WENTZVILLE AQUATIC + RECREATION CENTER

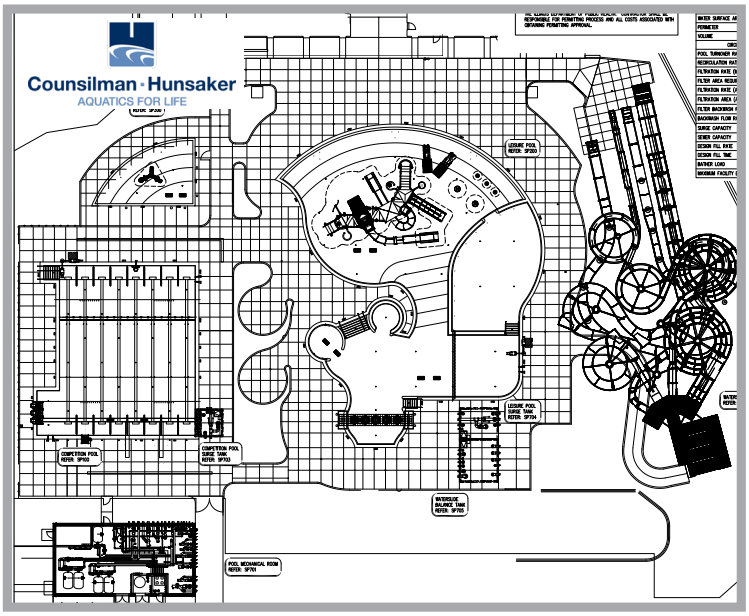
OUR FIRM'S ROLE
Architect of record

CONSTRUCTION COST
$24.9 million

PERSONNEL INVOLVED
Erik Kocher, AIA, LEED AP®
BD+C
Mark Keane, AIA, LEED AP®

COMPLETION
2018

CONTACT
Mike Lueck
Director of Parks & Recreation
mike.lueck@wentzvillemo.gov
(636) 639-2080
968 Meyer Rd
Wentzville, MO 63385



SPLASH COVE FAMILY AQUATICS CENTER

OUR FIRM'S ROLE
Aquatic Design

CONSTRUCTION COST
Overall project: $10.7 million
Aquatics: $3.79 million

COMPLETION
2020

CONTACT
Mr. Clay Gerhard
Executive Director
Decatur Park District
620 East Riverside Avenue
Decatur, IL 62521
217-422-5911
cgerhard@decparks.com

Additional project experience can be found in the following pages

RIDGE ATHLETICS CENTER
JONESBORO, ARKANSAS



SERVICES
Architecture
Environmental
Landscape Architecture
Interior Design
Planning
Aquatic Engineering

CONSTRUCTION COST
$64.9 million (estimated)

SIZE
204,126 sq. ft. building
36 acre site (estimated)

COMPLETION
Under construction; estimated 2026

CONTACT
Kevin Hodges, Owner's Representative
Jonesboro Public Facilities Board
300 S. Church Street
Jonesboro, AR 72401
(870) 897-6200

Crafton Tull was honored to be selected by the Jonesboro Advertising and Promotions Commission and the Public Facilities Board to design the new Ridge Athletics Center. Now under construction, this multi-use sports facility will provide the City of Jonesboro with a cutting-edge regional competition venue for aquatics, basketball, volleyball, and pickleball.

Now entering the construction administration phase of the project, our team has provided professional services supporting athletes throughout the region. The process has included numerous public input meetings, during which we posed challenging questions and received invaluable insights from the citizens of Jonesboro and key facility personnel.

The Center is designed with a strong emphasis on flexibility and adaptability. Featuring versatile hard courts, both long and short course swimming options, exterior water features, and an event center.

Amenities provided at the request of the City input sessions:

- Courts for basketball, volleyball, and pickleball
- Expanded dining facilities
- A 50-meter competition pool with dual movable bulkheads and expansive spectator seating
- Diving competition venue
- Separate warmup/ leisure pool with programmed public play structures
- Outdoor aquatic features (slides, spray features, tot pool, and play structures)
- Event Center and retail components

Crafton Tull is currently providing construction administration services alongside our subconsultants and our Construction Manager. We eagerly anticipate the swim meets, tournaments, and fun-filled events that this state-of-the-art facility will host once completed. We are grateful for the opportunity to be part of such a milestone project.

CONWAY COMMUNITY AND AQUATICS CENTER
CONWAY, ARKANSAS









SERVICES
Architecture
Civil Engineering
Landscape Architecture

SIZE
133,080 square feet

COMPLETION
Under construction; expected June 2025

CONSTRUCTION COST
$35 million? (estimated)

CONTACT
Felicia Rogers
City of Conway
Office of the Mayor
(501)450-6110

The design for the Conway Community and Aquatics Center renovates an existing 112,000 square-foot Axiom warehouse and IT support building into a community center featuring indoor volleyball and pickleball courts, indoor competition and leisure swimming pools, and an extensive outdoor water park.

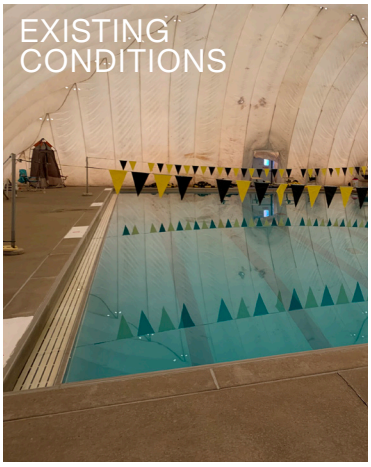
Designed in collaboration with Hastings+Chivetta and Counsilman Hunsaker, the facility is nearing completion for an open house on July 17th. The facility will have the following features:

- 8-Lane indoor competition pool with dedicated spectator seating
- Indoor leisure/ play pool
- Exterior Tower slides
- Expansive Lazy River with lounges and Cabanas
- Outdoor leisure pool with zero entry, play structures, and crossing activity.
- Indoor Café and outside concessions
- Party Rooms
- Multipurpose and community rooms
- Game room
- Indoor volleyball/ pickleball courts for tournament play
- Park's department offices
- A full-featured fitness gym with exercise equipment and weight machines.

The slide tower complex will initially accommodate two large slides, but is built to be expanded to five slides, terminating either on deck or into a plunge pool. The outdoor area will feature: two large outdoor pavilions, a play area, and four rentable cabanas. Exterior concessions will be provided from a full-service concession area.

FORT SMITH CREEKMORE POOL
FORT SMITH, ARKANSAS









SERVICES
Architecture
Civil Engineering

CONSTRUCTION COST
$6 million (estimated)

SIZE
2 acres

COMPLETION
Under construction 2025

CONTACT
Sara Deuster, Parks Director
City of Fort Smith, AR
623 Garrison Avenue
Fort Smith, AR 72902
(479)784-1000
sdeuster@ftsmithar.gov

Crafton Tull was initially hired to conduct a pool study for the City of Fort Smith, assessing the current condition of the facility and providing recommendations for improvements. Ultimately, the existing facility was found to be outdated and in a state of such disrepair that it was not suitable for simple remodeling.

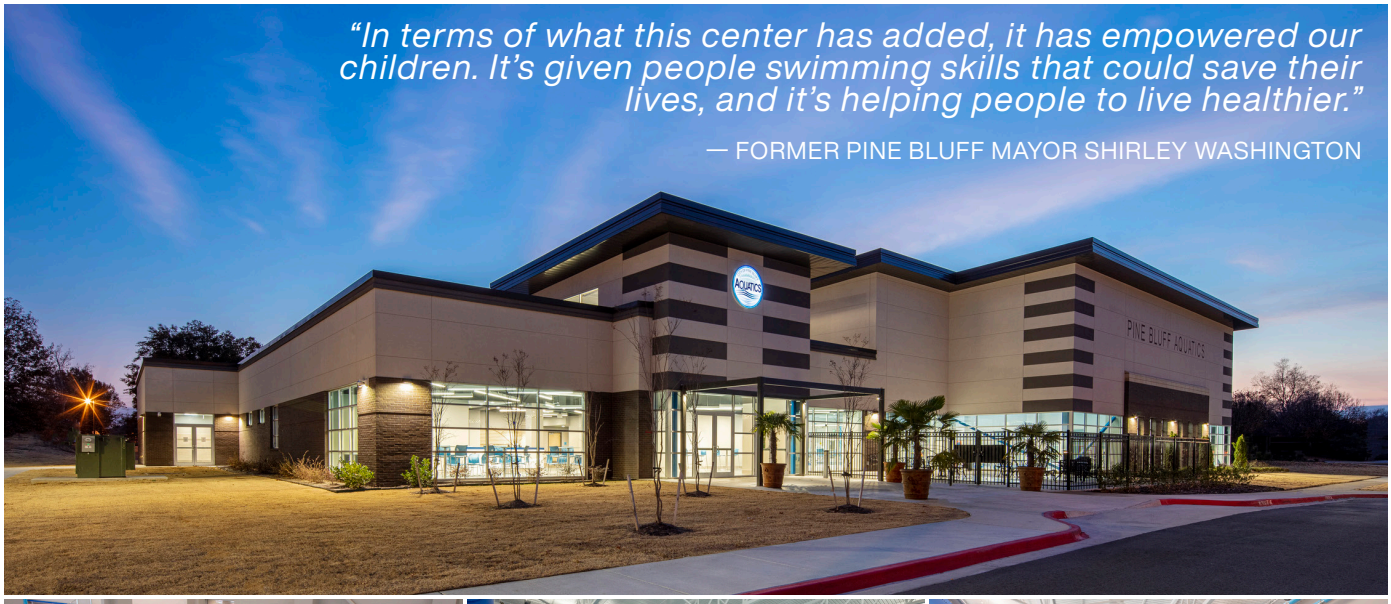
Built in the 1940s. This historically significant structure for the city didn't meet accessibility requirements, and the existing layout did not lend itself to adaptive reuse. A new facility was then pursued to provide an updated venue for state high school championships. The new facility includes:

- Site renovations, bringing walks and parking up to accessibility standards
- A new lobby with improved check-in supervision
- A party room
- Updated and more secure changing rooms
- A new concession area
- On-deck showers for competitors
- New lifeguard, first aid, and storage rooms
- Family changing rooms
- A permanent dive pool enclosure
- New spectator seating with improved sightlines and overhead shade structures
- Permanent on-deck shade structures for competition swimmers

We provided civil engineering services for the existing site and updated a portion of the parking lot to meet ADA requirements. Architecturally, we restructured the pool facility layout and designed a new permanent structure over their existing diving pool.

Although the existing pool house was demolished, as the construction was not accessible, code compliant, or up to date, we provided new facilities referencing design cues from the past. The new design will be a modern, accessible, cost-effective interpretation of the old facility.

PINE BLUFF AQUATIC CENTER
PINE BLUFF, ARKANSAS









SERVICES
Architecture
Civil Engineering
Interior Design
Planning
Landscape Architecture

CONSTRUCTION COST
$11.2 million

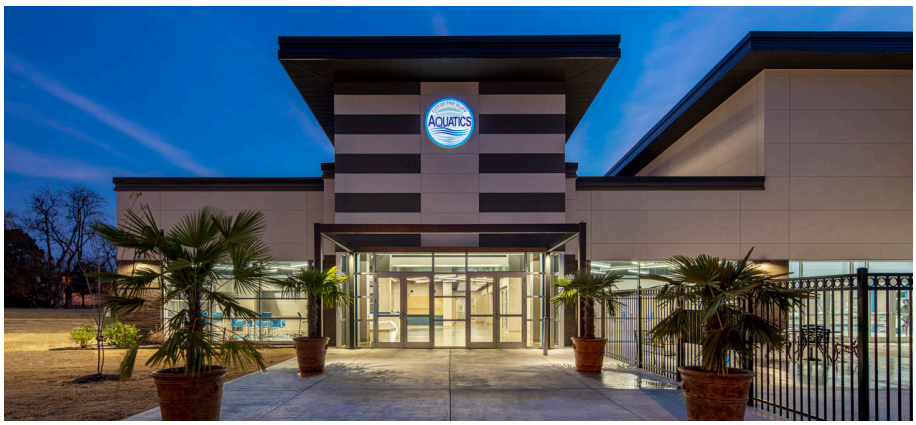
SIZE
35,566 square feet

COMPLETION
July 2019

CONTACT
Prutty Holman, Parks Director
City of Pine Bluff Aquatics
400 East 11th Avenue
Pine Bluff, AR 71601
870-536-3051

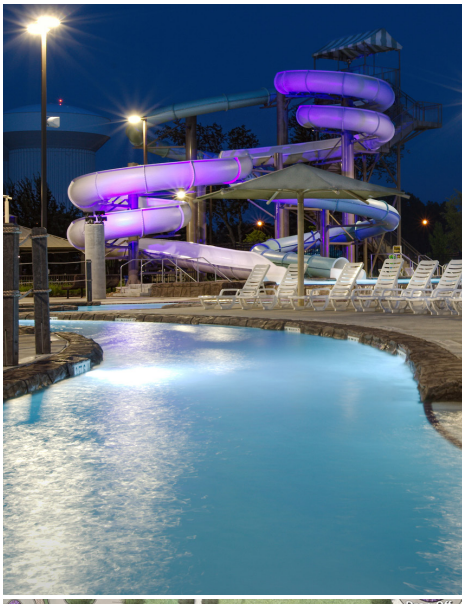
The Pine Bluff Aquatic Center encourages a fun, healthy lifestyle for visitors of all ages. The facility boasts an eight-lane competition swimming pool, leisure pool, sun deck, party rooms, locker rooms, and staff offices.

When not being used for training or competitive events, the main pool can be used for water aerobics, swimming lessons, and other special activities. The design of the building features large overhangs and natural daylighting. Phase two of the project will include amenities such as basketball courts, batting cages, and various other activity rooms.



ROGERS AQUATICS PARK
ROGERS, ARKANSAS











SERVICES
Architecture
Civil engineering
Structural engineering
MEP engineering
Surveying

CONSTRUCTION COST
$9.2 million

SIZE
Aquatics Center - 18.5 acres

COMPLETION
2013

AWARDS
2016 Dream Design Award by *Aquatics International*

CONTACT
City of Rogers Department of Parks and Recreation
315 West Olive Street
Rogers, Arkansas 72756
(479) 631-3350

Crafton Tull was selected by the City of Rogers to prepare a master plan, engineering documents, and architectural designs for a park and aquatics center to serve the city as a special recreation destination. The theme of the park is "Nature in the Ozarks," with the 18.5-acre Aquatic Center as the "Ozark Swimming Hole." This theme is also carried throughout the park and aquatic center in the architectural elements, paving design, water features, play elements, and signage.

The Aquatics Center is located on the west end of the park and includes recreational elements, including a lazy river, tower slides, spray pools, and a tot pool nestled amongst drifts of native landscape. A locker room and concession serve the park users, while a competition pool provides a location for team events, therapy classes, and other deep-water activities. The east end of the park is dedicated to open play fields and ponds surrounded by wetland vegetation. Trails connect the park to the city-wide trail system.

This project was recognized with a 2016 Dream Design Award by *Aquatics International*.

WILSON PARK SWIMMING POOL FACILITIES REMODEL
FAYETTEVILLE, ARKANSAS









SERVICES
Surveying
Architecture

SIZE
2,450-square-feet

COMPLETION
June 2014

CONSTRUCTION COST
$465,855

CONTACT
Alison Jumper
Department Director
Parks & Recreation
1455 S. Happy Hollow Road
Fayetteville, AR 72701
479.444.3471

Crafton Tull was hired to assess existing facilities at the Wilson Park swimming pool and provide design services addressing ADA compliance, security, and patron circulation. The City requested a playful design for the remodel of the concessions area and restrooms in keeping with the eclectic aesthetics of the park.

The existing building had two entrances, making it difficult to manage the flow of customers. The new design centralizes the entrance and incorporates a curved ramp with a large fishtail as a wayfinding device. The scalloped metal panels with colored diamond cutouts give it a retro feel, and a sliding barn door secures the building when not in use.

Community Aquatic Experience

Community Clients

City of Arnold
- Aquatic and Recreation Center*

City of Bellefontaine Neighbors
- Aquatic and Recreation Center

City of Bridgeton
- Aquatic and Recreation Center*

City of Centralia | Centralia Foundation
- Aquatic and Recreation Center

City of Chesapeake
- Aquatic and Recreation Center

City of Conway
- Aquatic and Recreation Center**

City of Crestwood
- Aquatic and Recreation Center

City of Des Peres
- The Lodge Aquatic and Recreation Center*

City of Doral
- Aquatic and Recreation Center*

City of Eureka
- Aquatic and Recreation Center*

City of Farmington
- Aquatic and Recreation Center*

City of Ferguson
- Pool and Pool House Renovation

City of Florissant
- Aquatic and Recreation Center

City of Fort Collins
- Edora Pool & Ice Complex

City of Granite City
- Wilson Park Aquatic Center*

City of Jackson
- Aquatic and Recreation Center Feasibility Study

City of Jonesboro
- Aquatic and Recreation Center**

City of Liberty
- Aquatic and Recreation Center

City of Long Beach
- Belmont Beach Aquatics Center*

City of Memphis
- Hickory Hill Aquatic and Recreation Center

City of Mission
- Powell Aquatic and Recreation Center*

City of Morristown
- Aquatic and Recreation Center Feasibility Study*

City of Rapid City
- Aquatic and Recreation Center Center Study

City of Richmond Heights
- The Heights Aquatic and Recreation Center*

City of St. Charles and ShowMe Aquatics & Fitness
- Community Freedom Aquatic and Recreation Center*

City of St. Peters
- Aquatic and Recreation Center*

City of Shrewsbury
- Aquatic Complex*

City of Sunset Hills
- Aquatic and Recreation Center*

City of Thornton
- Margaret Carpenter Aquatic and Recreation Center*

City of Virginia Beach
- Bow Creek Aquatic and Recreation Center*

City of Wentzville
- Aquatic and Recreation Center Feasibility Study
- Aquatic and Recreation Center*

City of West Chester
- Aquatic and Recreation Center

Innsbrook Resort
- Innsbrook Aquatic and Recreation Center

Jewish Community Center
- Marilyn Fox Aquatic and Recreation Center*

Lakeshore Foundation
- Aquatic and Recreation Center Master Plan

Missouri Athletic Club
- MAC West Expansion/Renovation

Peoria Park District
- River-Plex Aquatic and Recreation Center

Salvation Army
- Ray and Joan Kroc Corps Aquatic and Recreation Center*

Sierra Nevada Community Aquatics
- Moana Springs Aquatics Center Conceptual Design Study

St. Louis County Parks & Recreation
- North County Aquatic and Recreation Center*
- North County Aquatic and Recreation Center Renovation

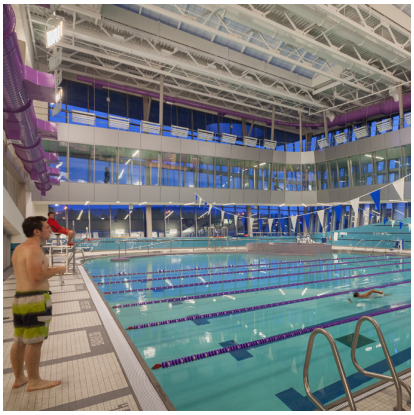
Thomas J. Evans Foundation
- Aquatic and Recreation Center Master Plan

Tri-Township Park District
- Aquatic and Recreation Center Study

*Completed with Counsilman Hunsaker Aquatics

**Completed with Crafton Tull

Competition Pools, Design Considerations







Hastings+Chivetta, a GHC | Orcutt Winslow Studio has designed over 150 aquatic centers across the country, including our work on two olympic swimming and diving venues. We work closely with our clients to develop facilities that will attract top-quality meets and championships, provide a state-of-the-art training environment for student athletes, and serve the day-to-day needs of recreation users.

Fast Water

There are dozens of factors that create fast water, and it takes a collaborative, interdisciplinary design team to make the most of the options available. Pool depth and width, turbulence controls, lighting, humidity, temperature, and views from the deck are all contributors to fast water. Our team is experienced at leading multi-disciplinary teams that meet our clients and swimmers expectations for competition pools.

Deep Water

The classic deep water swimming pool has 9' deep water, including wide lanes and specially-tailored deep water gutter systems. The use of a movable bottom provides greater flexibility for classes, intramural, and recreation users but also benefits varsity athletics during training exercises.

Indoor Environment

We coordinate closely with engineers and aquatic consultants, especially during the early stages of design. Indoor aquatic centers must be carefully planned for the long-term comfort of users and ease of maintenance for owners. Humidity, water damage, rust and chemicals in the air must be accounted for. Flat water and water in motion produce different HVAC system demands. These are among the many technical factors that our team addresses through our rigorous quality control process that begins during design and continues through construction.

Lighting

Different user groups have differing needs and expectations for lighting that must be accommodated. Incorporating evenly-dispersed natural light through skylights reduces glare that affects divers and swimmers. Windows can be un-shaded to capture sunlight during non-training and non-competition times, and covered with mechanical shades during competitions.

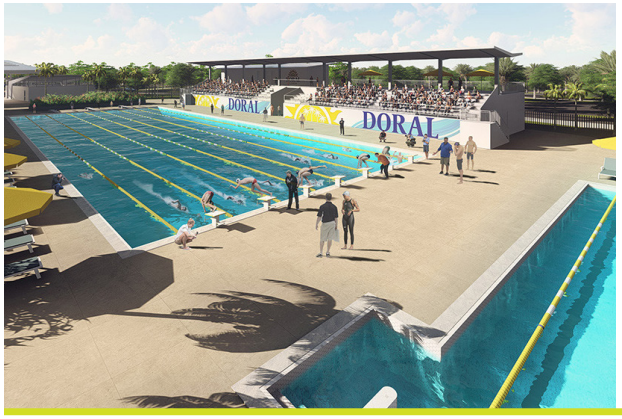
Branding and Theming

Establishing a positive, recognizable identity can create buy-in and a sense of ownership from community members. Our team can assist with identifying themes and telling a story in creative ways throughout a facility to create interest and excitement, and build on local pride. This story can be expressed through custom architectural elements, special signage, furniture and fixtures, and also be a strong wayfinding guide.

Shared-Use

Our team is experienced at designing facilities that are flexible enough to accommodate many user groups. Beginning in the early stages of a project, we work diligently to understand the needs of each distinct group, where needs overlap, and where they differ. Access, security, locker rooms, event space, multipurpose rooms, prefunction space and parking are all affected differently in shared-use facilities. Student athletes, staff, student and community recreation users and organized groups can all be accommodated with careful planning and creative design solutions.







City of Doral Aquatic and Recreation Center

Doral, FL | 96,000 SF | 2026 est

We teamed with Bermello Ajamil & Partners to design the Aquatic Center within the Doral Central Park development, with a focus on serving a highly diverse, multilingual community. Over 70% of local residents speak a language other than English, prompting the design team to use a mix of in-person workshops and, later, remote engagement tools such as Zoom sessions, online surveys, and social media to gather broad community input.

The Aquatic Center is strategically located west of the central plaza and is designed to support both competition and recreational use simultaneously. Its layout and programming reflect the community's diverse needs, offering flexible aquatic spaces that accommodate swim meets, lap swimming, and family-friendly recreation. The design ensures accessibility and ease of use, with a dedicated drop-off zone and thoughtful integration into the larger park master plan.

Construction Cost: $44,000,000

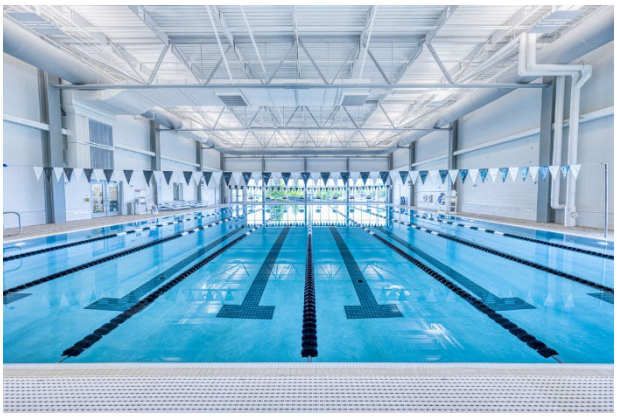
Firm's Role: Design Architect

Personnel Involved:
Erik Kocher, Design Principal
Mark Keane, Project Designer

Facility Contact:
Name: Erin Sullivan, Director of Parks and Recreation
Email: erin.weoslow@cityofdoral.com
Phone: 305.593.6600
Address: 8401 NW 53rd Terrace, Doral, FL 33166







Reference:
BJ Wilken, Executive Director and CEO
Bloomington-Normal YMCA
602 S. Main Street
Bloomington, IL 61701
Phone: 309.827.0807
Email: bwilken@bnymca.org

Date Started: June 2020
Date Completed: July 2022

Publications and Awards:
'Aquatic Design Portfolio' - 2024
Athletic Business magazine

After more than nine years of planning and building, the Bloomington-Normal YMCA celebrated the grand opening of its newest facility in July 2022. The goal of the design was to build a welcoming, uplifting and inspiring place focusing on universal design concepts, by expanding the Americans with Disabilities Act to accommodate people with mobility issues. The final design resulted from a combination of market research, community needs assessment, and related learnings stemming from the YMCA's strategic planning process.

The new facility offers an indoor pool family and therapy pool, expanded gym with fitness-tracking cardio and wellness equipment, a basketball court with an indoor track on the upper level, three group fitness studios that houses spin, Zumba, yoga or free weight classes, and an outdoor rooftop terrace where people can hang out or host workouts.

The aquatic center has two sections: a competitive pool on one side and an ADA-accessible warm-water therapy pool on the other. The therapy pool also has a zero-depth entry, splash pad and a river current section to help with individual rehabilitation.

Aquatic amenities include:

4,250 sq. ft. Competition Pool
- 208,578 total gallons
- Eight 25-yard lap lanes
- Stair entry
- Water depth ranging from 4 ft. to 9 ft. 3 in.

2,450 sq. ft. Leisure Pool
- 53,366 total gallons
- Zero entry and zero ramp entry
- Current channel
- Three 60 ft. Lap lanes
- Two underwater benches
- Therapy rails
- Various spray features
- Depths ranging from 0 ft. 0 in. to 4 ft. 7 in.

In addition to the nearly 76,000-square-foot facility, the YMCA offers expanded programs for youth and adults interested in sports, electronic sports, and enrichment programs for youth and teens.

Other areas of the facility include community meeting spaces, two separate playground sets for children of younger and older ages, enhanced childcare amenities and a universal locker room with private changing rooms and showers, lockers with built-in locks, and even wireless charging for phones.

Project Cost: $23,000,000
Aquatics Cost: $2,000,000
General Contractor: P.J. Hoerr
Pool Contractor: Maverick Pools

Services Provided:
Aquatic Design & Engineering

FIRM + PARTNERSHIP OVERVIEW

COMPANY PRINCIPALS + PROXIMITY

Crafton Tull's project manager, Mark Owings, AIA, LEED AP will serve as the principal for this project. Additional architectural staff are located at our Fayetteville architecture office (1450 E. Zion Road, Suite 9). Our engineering office is located in the heart of downtown Fayetteville, just a 3-minute drive from the City of Fayetteville's office. Our additional personnel is located in our Rogers, AR headquarters with support offices throughout Arkansas available as needed.



FAYETTEVILLE, AR ENGINEERING OFFICE

TEAM CAPACITY + CAPABILITY

The Crafton Tull team has a 60+ year history of projects, including municipal projects that range from community buildings to park amenities and streetscapes. Crafton Tull is currently working with Hastings + Chivetta, and Counsilman-Hunsaker on the Ridge Athletics Facility and Conway Community and Aquatics Center. This combined team has also successfully coordinated together to design the Pine Bluff Aquatics Center, Rogers Aquatics Center, and the Edmond Recreation and Aquatics Center. We just broke ground on the Ridge Athletics Facility, and Conway Community and Aquatics Center is under construction now. Our team will be starting the design development phase of the new Ramay Junior High project, but we have enough capacity to prioritize the design for the City of Fayetteville's new aquatic facility.

PRIMARY BUSINESS + TEAM OVERVIEW

Crafton Tull will serve as the project manager for the design of the new aquatic facility, working in partnership with Hastings + Chivetta, and Counsilman-Hunsaker. Crafton Tull brings 300+ personnel with multiple disciplines and skillsets, offering the City of Fayetteville a breadth of expertise to draw on. Crafton Tull includes the Prism division, which offers landscape architecture services that include public and recreational spaces, urban places, and site planning. The Laneshift division is the newest addition to the team that specializes in active transportation education, networks, and connectivity.

Additionally, Hastings + Chivetta will provide design consultant services, and Counsilman-Hunsaker will provide aquatic design consultant services. HP Engineering will provide MEP design services, and 360 Engineering will provide structural engineering design services. Entegrity will provide sustainability design services. More detailed information about each firm's capabilities and project experience can be found in the following pages.

CRAFTON TULL'S PERSONNEL

4
Architects

82
Civil Engineers

95
Land Surveyors

8
Structural Engineers

9
Landscape Architects

14
Transportation Engineers

3
GIS Specialists

54
CADD Technicians

4
Planners

10
Construction Inspectors

32
Administrative

2
Aerial Photographers

5
Environmental Scientists

3
Active Transportation Integrators

325
Total Employees

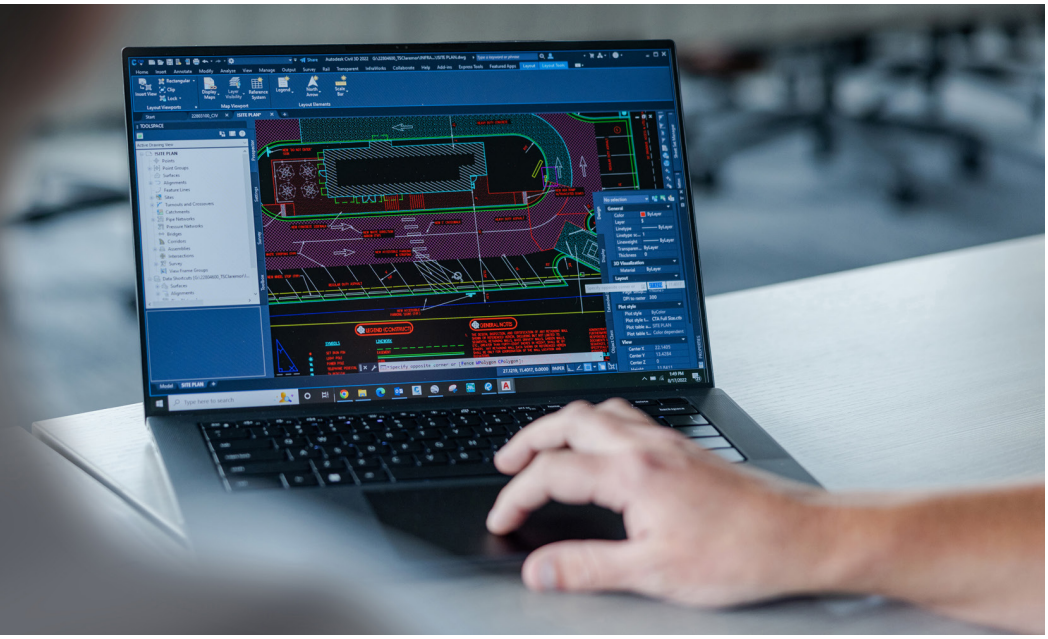
ABOUT CRAFTON TULL

OFFICES

ARKANSAS
- Conway
- Fayetteville
- Fort Smith
- Hot Springs
- Jonesboro
- Little Rock
- Rogers
- Russellville

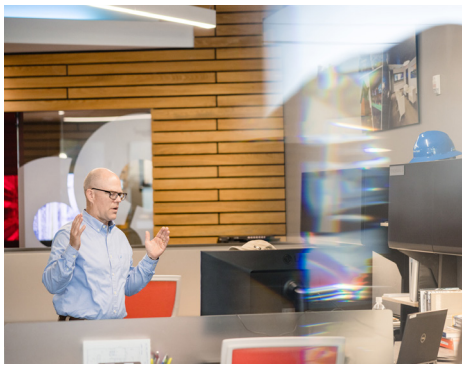
OKLAHOMA
- Oklahoma City

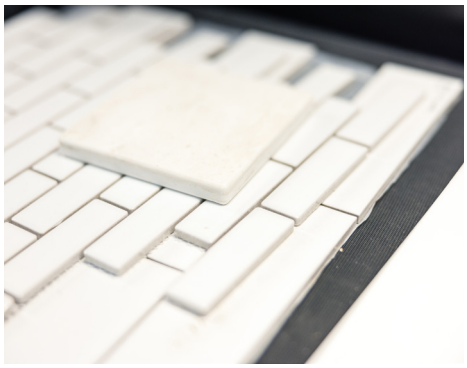
TEXAS
- Dallas



WHO WE ARE

We are a **100% employee-owned** professional design, planning, and surveying firm focused on improving communities. We operate from offices throughout Arkansas, Oklahoma, and Texas, delivering value to our clients through innovative solutions and responsive service.







COMPANY HISTORY

Our dedication to client service began in 1963, with Crafton Tull's founding partners Bob Crafton and Lem Tull who, after eight years with the Arkansas Department of Transportation, set out to build their own firm founded on experienced infrastructure design and accountability to their clients. Crafton Tull is now a ten-city, multi-discipline firm offering quality architecture, civil engineering, surveying, landscape architecture, environmental studies, and planning services.

OUR SERVICES







ARCHITECTURE
- Feasibility Studies
- Spatial Programming
- Construction Documentation
- Existing Facilities Documentation
- Building Occupant Surveys
- LEED Facilitation
- Fundraising Documents
- Value Engineering
- Phasing Planning
- Digital Modeling
- Physical Modeling
- Construction Administration
- Post Occupancy Evaluations

LANDSCAPE ARCHITECTURE
- Site Planning
- Stormwater Management
- Hardscape / Landscape Design
- Irrigation Design
- Inclusive Playgrounds
- Bike Park Design
- Streetscape Design
- Site Furnishing Design
- Landscape Lighting
- Water Feature Design
- Signage Design
- Entryway / Wall / Fence Design
- Ballfield Design

SITE DEVELOPMENT
- Feasibility Studies
- Master Planning
- Retail + Commercial Development
- Restaurants
- Sports Facilities
- Educational Facilities
- Healthcare Facilities
- Manufacturing Facilities
- Single Family Subdivisions
- Multifamily Subdivisions
- Apartment Communities
- Mixed-Use Development
- Parks and Recreation
- Site + Landscape Design







PLANNING
- Land Use Planning
- Parks + Recreation Systems
- Bicycle + Pedestrian Networks
- Greenway Master Plans
- Sports Park Planning
- Urban Design
- Site Master Planning + Design
- Community Walk Audits
- Corridor Planning
- Grant Applications
- Public Engagement Sessions
- Development Guidelines
- Comprehensive Master Planning

ENVIRONMENTAL SERVICES
- Wetland Delineation
- NEPA Documentation
- GIS Mapping / Analysis
- Threatened + Endangered Species Agency Coordination
- Environmental Constraints / Alternatives Analysis
- Phase I Site Assessments
- Tree Surveys
- Section 404 / 401 Permits
- Section 7 Consultation
- Stream / Wetland Monitoring
- Public Involvement
- Agency Coordination

UTILITY DESIGN
WATER DISTRIBUTION
- Water Transmission Lines
- Ground / Elevated Reservoirs
- Booster Pumping Stations
- Utility Relocation
- Hydraulic Modeling

WASTEWATER
- Sanitary Sewer Interceptors
- Relief Sewer Systems
- Flow Monitoring
- Pump Stations
- Sanitary Sewer Evaluation Studies
- Odor Studies + Control

OUR SERVICES







CONSTRUCTION SERVICES

PRE-CONSTRUCTION

- Contract Assistance
- Cost Estimates
- Bidding / Negotiation Assistance
- Design Reviews
- Value Engineering
- Constructability Review

CONSTRUCTION PHASE

- Construction Observation
- Construction Administration
- Coordination of Material Testing
- Construction Documentation

CITY + LOCAL STREETS

- Master Planning
- Street Widening
- Street Realignment
- New Alignments
- Signalized Intersections
- Roundabouts
- Sidewalks
- Accessible Ramps
- Pedestrian Signals
- Traffic Calming
- Streetscaping
- Right-of-Way Acquisitions
- Utility Relocations
- Revitalization

HIGHWAYS + BRIDGES

- Alignment Studies
- Break In Access Studies
- Interstate Highways / Toll Roads
- Interchanges
- Traffic Control Plans
- Erosion Control Plans
- Right-of-Way Acquisitions
- Design + Land Surveys
- New Alignments
- Replacements
- Widening
- Stream Crossings
- Vehicle / Pedestrian Overpasses
- Railroad Overpasses







SURVEYING

- ALTA Surveys
- Design Surveys
- Boundary
- Topography / Plats
- Lot Splits / Line Adjustments
- Control Surveys
- Easement Descriptions
- Right-of-Way Descriptions
- (Re)Monumentation
- GIS Services
- Construction Staking
- As-Builts
- LiDAR 3D Scanning
- UAV Surveying

WATER RESOURCES

- Hydrology + Hydraulic Studies
- Stormwater Management
- Stormwater System Design
- Stormwater Quality Management
- Pollution Prevention Plans
- Design Criteria Manuals
- Basin Drainage Studies
- Culvert Design
- Channel Design
- Flood Studies
- FEMA Coordination
- FEMA Map Revisions
- Detention Design
- Storm Sewer Design

STRUCTURAL ENGINEERING

- Bridges
- Towers
- Foundations
- Hydroelectric Dam Support
- Special Structures
- Overhead Cranes
- Column Removal
- Retaining Walls
- Industrial Facilities
- Underground Structures
- Seismic Anchorage of Electrical Equipment
- Power Generation Facility Support

PRISM DESIGN STUDIO

ABOUT PRISM DESIGN STUDIO

Prism Design Studio operates as an extension of Crafton Tull, collaborating internally on projects featuring public spaces, urban places, site planning, and recreational spaces.



"Prism Design Studio was created out of passion and vision for designing community spaces with landscape architects at the forefront of project planning and development."

- JENNY BURBIDGE, PLA, ASLA | FOUNDER

PUBLIC DEVELOPMENT SERVICES

- Site Planning
- Hardscape Design
- Stormwater Management
- Landscape Design
- Irrigation Design
- Inclusive Playgrounds
- Bike Park Design
- Streetscape Design
- Site Furnishing Design
- Landscape Lighting
- Water Feature Design
- Signage Design
- Entryway / Wall / Fence Design
- Sports Field Design



ABOUT LANESHIFT



LANESHIFT JOINS CRAFTON TULL

Laneshift is a planning and professional development provider that specializes in bicycle and pedestrian networks and community connectivity. In 2025, Laneshift became a division of Crafton Tull, a 300+ person engineering and design firm. The partnership combines the expertise of both firms to foster collaboration with cities, companies, developers, and advocacy organizations. Our mission is to strengthen people and places through active transportation.

FOCUS

Laneshift is focused on leveraging our real-world experience to help clients improve connectivity by creating and improving bike networks, pedestrian networks, and amenities. At our core, Laneshift is passionate about and focused on moving people safely and comfortably. This translates into a focus on active mobility with an emphasis on bicycle and pedestrian modes. At Laneshift, we are committed to fostering connections between communities and people.

HASTINGS+CHIVETTA
A GHC | ORCUTT WINSLOW STUDIO

Hastings+Chivetta, a GHC | Orcutt Winslow Studio's mission is to *create one-of-a-kind places that shape a community's life, advance its vision and influence its evolution.* We are an architectural firm dedicated to shaping community life. In communities across the country, we design places that influence how people live their lives every day. These communities are all alive, all connected, and forever evolving with time. We're excited to show you where they're headed.

Founded
1960

Contact
Erik Kocher
AIA, LEED AP BD+C
Design Principal
ekocher@hcarchitects.com
314-378-8359

2464 West Port Plaza Drive
Suite 200
St. Louis, MO 63146
ghc-arch.com

Leading our service offerings is an integrated team of architects, planners and interior designers. Our process is guided by a commitment to collaboration and unbridled creativity. We're your partners. Expect us to listen as much as we speak, and show as much as we tell.

We are grateful for every design that gets built, but we're even more grateful when given the opportunity to design the next one, or the one after that. Our reputation as authorities in community architecture has led to countless referrals and repeat business from our clients. **In fact, more than 80% of our work comes from referrals or existing clients.**

Our national experience includes:

- **More than 150 aquatic projects**
- **Two projects with Crafton Tull**
- **30+ projects with Counsilman Hunsaker Aquatics**
- **11 projects completed in Arkansas**

"Hastings+Chivetta was able to draw from their national experience to help us achieve our goals for the facility. Team members were creative, patient, responsive, personable, and they have the ability to confidently assist a client through complex design challenges."

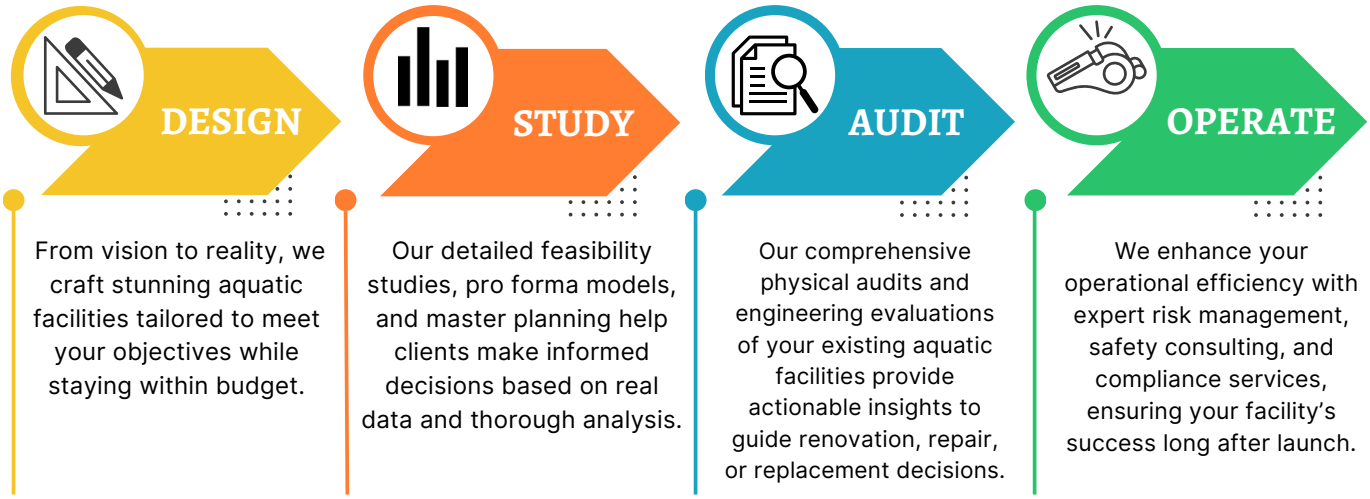
Walt Siemsglusz
Director of Parks and Recreation (retired)
City of Bridgeton, Missouri

History

Founded in 1970 by renowned swimming coach Dr. James E. "Doc" Counsilman and national championship and world-record-winning swimmer Joe Hunsaker, Counsilman-Hunsaker has become one of the foremost authorities in aquatic facility design and operations. Over the past five decades, we have delivered state-of-the-art aquatic facilities tailored to the needs of communities, operators, and users. Today, under the leadership of CEO Kevin Post and President Darren Bevard, we continue to provide innovative, sustainable aquatic solutions that uphold the legacy of excellence established by our founders.

Full Circle of Expertise

Counsilman-Hunsaker offers a full circle of aquatic services unavailable anywhere else in the aquatics industry, from existing facility evaluation to comprehensive concept development, project visioning through design, engineering, and construction administration, and business management and aquatic operations. These services are tailored and configured in various ways to precisely fit the needs, desires, and objectives of the owner/operator and the project team.



Aquatics For Life

Counsilman-Hunsaker's practical, innovative, and expert design acumen can be seen in universities, municipalities, school districts, hotels and condos, wellness centers, and military bases. Our planning and operations services have helped hundreds of communities make important decisions about future aquatic centers and enhanced the safety and sustainability of their existing pools.

Counsilman-Hunsaker's mission is "Aquatics For Life." With our unique expertise and partnerships, Counsilman-Hunsaker will help you imagine and build the facility of your dreams and guide you in operating it efficiently.

ABOUT
HP ENGINEERING, INC.

HP Engineering is a full-service mechanical, electrical, plumbing (MEP), and structural design company. Additional services include lighting design, low-voltage, and fire protection.

We believe that everyone deserves a comfortable, safe, healthy, and easy-to-manage building environment. We do this by collaborating with you from project outset to occupancy.

Our projects span many markets, including education, entertainment, corporate, commercial, healthcare, retail, hospitality, industrial, specialty lighting, and worship.

We are guided and held accountable by our **CORE VALUES:**

QUALITY	Exceed Expectations, Provide World-Class Service
TENACITY	Commitment, Determination
AUTHENTICITY	Integrity, Credibility, Trustworthiness
EMOTIONAL INTELLIGENCE	Awareness, Engagement, Adaptability, Confidence, Humility
OWNERSHIP	Take Pride, Take Responsibility
PROACTIVITY	Look Ahead, Anticipate

NOTABLE COMPANY FACTS:

- Disadvantaged Business Enterprise (DBE) in Arkansas, Oklahoma, and Texas
- Minority-Owned Business (MBE) in Arkansas and Texas
- Native American-Owned Business, TERO Certified
- ISO 9001:2015-certified for quality management and customer satisfaction standards
- In-house certified lighting design
- LEED APs on staff
- American Institute of Architects (AIA) Certified Learning Unit Provider offering AIA training courses

HP ENGINEERING

360 Engineering Group, PLLC
www.360enggroup.com
1201 East 3rd Street, Tulsa, OK 74120
918.518.1124



FIRM PROFILE

Structural Engineering Services

360 Engineering Group provides comprehensive structural engineering solutions for a wide variety of clients and projects. Our mission is to provide exceptional client service by focusing on innovation, creativity, flexibility and responsiveness in every aspect of our operations. That culture, coupled with our extensive technical expertise, sets us apart and results in a positive client experience for projects of all size and scale.

360 Engineering Group was co-founded in 2013 by Elias Johannsson, PE and Aaron Landrum, PE, SE. They have a combined experience of over 41 years in the engineering and construction industry and have practiced engineering throughout the United States. The firm has grown to twenty-four employees in three offices. 360 Engineering Group is a native American owned firm and is TERO certified with the Cherokee Nation.

Services:

- Structural Design and Analysis
- Building Information Modeling (BIM)
- Design Assists/Conceptual Design
- Cold Formed Metal Framing Systems
- Shop Drawing Preparation
- Commercial Pre-Purchase Inspections
- Expert Witness/Legal Consulting
- Structural Evaluation and Rehabilitation
- Accelerated Design Packages
- Peer Reviews
- Metal Building Foundations
- Special Inspections

Clients:

- Architects
- Contractors
- Owners
- Property and Facilities Managers
- Attorneys and Insurance Companies
- Governmental Agencies

ABOUT ENTEGRITY

energy, *optimized*

Entegrity is an energy services, sustainability, and solar development company uniquely qualified to deliver innovative, sustainable solutions to optimize building performance.

400+
energy projects a year

10
years in business

70+
employees company-wide



PARTNERSHIPS & AFFILIATIONS

air barrier abaa association of america

ULI Urban Land Institute

USGBC MEMBER

NAESCO ACCREDITED Energy Service Company

ENERGY STAR PARTNER

AEE The Association of Energy Engineers

U.S. DEPARTMENT OF ENERGY

OUR SERVICES

ENERGY SAVINGS PERFORMANCE CONTRACTING (ESPC)

Fund facility improvements on a revenue-neutral basis with this legislated financing tool that allows guaranteed energy and operational savings to be used as revenue.

ENERGY SERVICES

Improve facility performance with Entegrity's team of certified energy professionals and innovative, product-agnostic energy solutions, ranging from building modeling to testing and commissioning.

LED LIGHTING

Create a rapid return on investment with LED technology and lighting retrofits through our turn-key program, including auditing, design, installation, commissioning, and performance measurement and verification services.

SOLAR & BATTERY STORAGE

Lower annual energy expenses, reduce grid dependence, and meet sustainable goals with fully turn-key solar and battery projects.

SUSTAINABILITY

Certify facilities through LEED, WELL, LBC, ARC, and more. As a nationally recognized consultant, Entegrity supports single, prototyped, and/or volume facilities at any phase of design, construction, or operations.

FLEET ELECTRIFICATION

Experience eliminated fuel costs, lower maintenance, and increased electricity reliability with Entegrity's electric vehicle master plan offering.

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____X____2) RELATIONSHIP EXISTS (Please explain): __Matthew Cabe, AIA, LEED AP® in our _____

_architecture division is a member of the Fayetteville Planning Commission._____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFQ 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: Crafton Tull

Primary Contact: Mark Owings, LEED AP® Title of Primary Contact: Senior Vice President | Architecture

Phone#1 (cell preferred): (479) 878-2447 Phone#2: (479) 636-4838

E-Mail Address: mark.owings@craftontull.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 RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Mark Owings, AIA, LEED AP®	5/6/2025
2	Mark Owings, AIA, LEED AP®	5/15/2025
3	Mark Owings, AIA, LEED AP®	5/23/2025

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: Crafton Tull

PHYSICAL ADDRESS: 1450 E. Zion Road, Suite 9 Fayetteville, AR 72703

MAILING ADDRESS: 901 N. 47th St., Ste. 400, Rogers, AR 72756 (billing)

TAX ID #: 71-0393591 AR. SECRETARY OF STATE FILING #: 100013720

PHONE: (479) 636-4838 FAX: _____

E-MAIL: mark.owings@craftontull.com

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

SIGNATURE: 

PRINTED NAME: Mark Owings, LEED AP®

TITLE: Senior Vice President | Architecture DATE: 6/5/2025

END OF RFQ DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1796

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **CMAR Aquatic Center Contract with CDI Contractors, LLC**

RECOMMENDATION:
Approval of the Aquatic Center RFQ 25-08 CMAR Construction Contract with CDI Contractors, LLC. The pre-construction phase thru conceptual design fee will be $39,999.00. Approval of a Budget Adjustment is requested.

BACKGROUND:
May 2024 City Council approved resolution 139-24 for an Aquatic Center Feasibility Study.
RFQ 25-08 Selection Committee interviewed several Construction Management firms. CDI was found the most qualified by the committee.

DISCUSSION:
As we prepare for a potential bond initiative in March, there is a need to have CDI engaged in site evaluations and conceptual cost estimates. If the bond initiative is successful, the project can move immediately into the cost estimates for Schematic Design.

There will be multiple submissions to council for approval associated with this contract for fees related to the balance of the pre-construction services as well as the Guaranteed Maximum Price (GMP).

This contract includes Preconstruction Services thru Construction Documents, bidding and negotiations, Guaranteed Maximum Price, Construction Administration, and Warranty.

BUDGET/STAFF IMPACT:
A budget adjustment to allocate $39,999.00 from the Parks Development Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFQ 25-08, Contract 9-3-25 Signed Appendix A,B,C

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

File #: 2025-1796

A RESOLUTION TO AWARD RFQ #25-08 AND AUTHORIZE A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH CDI CONTRACTORS, LLC IN THE AMOUNT OF $39,999.00 FOR THE PRE-CONSTRUCTION PHASE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on May 21, 2024, the City Council passed Resolution 139-24 to develop an aquatic center feasibility study that has been completed and made public; and

WHEREAS, as the City prepares for a potential bond election, CDI will be engaged in site evaluations and conceptual cost estimates which will allow the project to move immediately into the cost estimates for schematic design upon approval by the voters.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #25-08, and authorizes Mayor Rawn to sign a Construction Manager at Risk services contract with CDI Contractors, LLC in the amount of $39,999.00 for the pre-construction phase associated with the design of an aquatic facility.

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

City of Fayetteville Staff Review Form

2025-1796

Item ID

10/7/2025

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

Wade Abernathy	9/3/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of RFQ 25-08 Aquatic Facility construction contract with CDI Contractors, LLC in the amount of $39,999.00 for pre-construction phase services thru conceptual design and approve a budget adjustment.

Budget Impact:

2250.520.9255-5860.02	Parks Development
Account Number	Fund
24008.2501	Aquatic Facility - Phase 1 (Pre-Const)
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	39,999.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	39,999.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 139-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of RFQ 25-08 Aquatic Facility construction contract with CDI Contractors, LLC in the amount of $39,999.00 for pre-construction phase services thru conceptual design and approve a budget adjustment.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1796**

Holly Black
9/10/2025 9:47 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	39,999	39,999				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2250.520.9255-5860.02	39,999	-	24008	2501	EX	Capital Prof Svcs - Engineering/Architectura
2250.520.9250-4999.99	-	39,999			RE	Use Fund Balance - Current
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

Contract for Construction Manager at Risk Services
Aquatic Facility
BETWEEN City of Fayetteville, Arkansas and
CDI Contractors, LLC

THIS AGREEMENT is made this _____ day of _____, 2025, by and between **City of Fayetteville**, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **CDI Contractors, LLC.** (construction manager at risk, hereinafter called CMAR, Construction Manager, or CDI), and CITY OF FAYETTEVILLE from time to time requires professional CMAR services in connection with the evaluation of design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and CMAR in consideration of their mutual covenants agree as follows:

CMAR shall serve as CITY OF FAYETTEVILLE's professional CMAR consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a CMAR registered in the State of Arkansas and licensed by the Arkansas Contractor's Licensing Board with a Municipal and Utility Construction classification.

1. **Contracted parties and relationship:** This agreement shall be binding between all parties. Fees for CMAR services shall be provided as identified in appendices:
    a. **CDI's** Tax identification number (TIN) ending in 1998
    b. **CDI's** Arkansas Contractor License No. 0059580426
    c. **CDI's** Secretary of State Filing No. 100131453

2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. **Appendix A**: CMAR Fee Schedule
        ii. **Appendix B**: RFQ 25-08, Construction Manager at Risk for Aquatic Facility
        iii. **Appendix C**: **CDI's** Response to RFQ 25-08
        iv. **Appendix D**: **CDI's** current Certificate of Insurance
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and CMAR.
    c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders, affidavits, and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) CMAR's response to RFP 24-15 (d) City's published RFP 24-15 and associated Addenda and attachments.

3. **Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:
    a. City of Fayetteville: Attention: Mayor Molly Rawn, 113 W. Mountain, Fayetteville, AR 72701
    b. CDI Contractors, LLC: Attention: John Deramus, 4285 N Shiloh Dr., Suite 302, Fayetteville, AR 72703

4. General Provisions:

a. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

b. When the Construction Documents, Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are complete, they shall be identified and included in this Agreement by mutually agreed upon amendment to this Agreement.

c. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

d. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due to Construction Manager after Construction Manager's failure to provide a remedy within 21 calendar days of written notification by City. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Construction Manager of defects, City and Design Professional shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

e. WORKSITE VISIT: Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

f. If applicable, Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

    i. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

g. COMPLIANCE WITH LAWS: Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

    i. CHANGES IN THE LAW: The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

h. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Construction Manager, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion,

and, if appropriate, the Compensation for Preconstruction Services under this Agreement. Any equitable adjustment shall be approved by all parties.

i. Taxes and Permits: Construction Manager shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, taxes, and renewals pertaining to the Work. Construction Manager shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

j. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment, provided City makes prompt payment to Construction Manager within time constraints to obtain prompt payment discounts from vendors.

k. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use.

l. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

m. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

n. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

o. Where figures are given, they shall be preferred to scaled dimensions.

p. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both. CMAR shall seek clarification from Design Professional for any discrepancies.

q. In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to City and Design Professional for clarification, upon CMAR becoming aware of the conflict. Design Professional should be the initial Decision Maker but CMAR has right to claim if decision is disputed. CMAR and Owner will work through the claim to develop a resolution.

r. DEBARMENT AND SUSPENSION**:** By execution of this agreement, CMAR certifies that to the best of its knowledge and belief that the CMAR and its principals:

    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

v. CMAR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion.

d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

e. "Cost of the Work" means the sum of all allowed direct and indirect costs necessarily and reasonably incurred and paid by CMAR in the performance of the Work including those set forth in the Guaranteed Maximum Price Amendment.

f. The "Construction Manager at Risk" (CMAR or CM) is the person or entity identified in this contract and includes Construction Manager's Representative.

g. "Day" means a calendar day unless otherwise specified.

h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

i. "Design Professional" means the licensed engineer and its subconsultants retained by the City and its subconsultants, to perform design services for the Project.

j. "Final Completion" occurs on the date when CMAR's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

o. "Overhead" means (a) payroll costs, burden, and other compensation of CMAR's employees in CMAR's principal and branch offices for work associated with this project.

p. "Owner" is the City of Fayetteville, Arkansas (City).

q. The "Parties" are collectively City and CMAR.

r. The "Project," is the building, facility, or other improvements for which CMAR is to perform Work under this Agreement. It may also include construction by Owner or Others.

s. The "Schedule of the Work" is the document prepared by CMAR that specifies the dates on which CMAR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

t. "Subcontractor" is a person or entity retained by CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

u. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

v. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

w. A "Supplier" is a person or entity retained by CMAR to provide material or equipment for the Work.

x. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

y. "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

z. "Worksite" means the area of the Project where the Work is to be performed.

aa. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

a. Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

b. Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to the City and Design Professional. Following receipt of written notice from Construction Manager of defects, City shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

c. Nothing in this section shall relieve CMAR of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. City shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. Construction Manager warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Construction Manager's warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the two-year correction period, as further defined in this Agreement. After that period Construction Manager shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work within Two Years

    i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Construction Manager in writing. Unless City provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, City waives Construction Manager's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

ii. If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to City.

iii. Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Construction Manager, City shall promptly provide Construction Manager with an accounting of the actual correction costs.

iv. If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

vi. Before final payment, at City option and with Construction Manager's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work.

8. Safety of Persons and Property

a. SAFETY PROGRAMS: Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE: Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to City, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to City.

c. Construction Manager shall provide City with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Construction Manager's safety program, may require Construction Manager to stop performance of the Work, take corrective measures satisfactory to City. If Construction Manager does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with City's reasonable request.

9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Construction Manager agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

b. Construction Manager agrees not to subcontract construction manager at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments: The maximum not-to-exceed amount authorized for this agreement is included in the breakdown shown below. Fees shall be paid to the CMAR as described in Appendix A.

a. Phase 1: Pre-Construction Services through Conceptual Design

i. The maximum not-to-exceed amount authorized for this phase is $39,999.00 US Dollars. Fees shall be paid to the CMAR from the City based Lump Sum basis as described in Appendix A.

b. Phase 2: Pre-Construction Services from Conceptual Design through Construction Drawings:

i. Phase 2 and its basis shall be set forth in a Phase 2 Change Order.

c. Phase 3: Guaranteed Maximum Price (GMP)

i. If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by the City, then the GMP and its basis shall be set forth in a GMP Change Order.

ii. The GMP proposal shall include the cost of the Work, Construction Manager's Fee, the clarifications upon which it is based, but shall not include compensation for Preconstruction Services (Phase 1).

iii. FAILURE TO ACCEPT THE GMP PROPOSAL: Unless the City accepts the GMP Proposal in writing the GMP Proposal shall not be effective. If City fails to accept the GMP Proposal, or rejects the GMP Proposal, City shall have the right to:

1. suggest modifications to the GMP Proposal

2. terminate the Agreement for convenience

iv. PRE-GMP WORK: Before City acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or by change order executed by the Parties.

v. GMP shall be itemized, including but not limited to:

1. Wages for labor directly employed by Construction Manager in the performance of the Scope of Services.

2. Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work.

4. Transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

6. Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

9. Cost of the premiums for all insurance and surety, performance or payment bonds which Construction Manager is required to procure or deems necessary and approved by City including any additional premium incurred as a result of any increase in the GMP at fixed rates approved by the City.

10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

11. Permits, taxes, fees, licenses, tests, royalties.

12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office.

14. Water, power, and fuel costs necessary for the Work.

15. Cost of removal of all nonhazardous substances, debris, and waste materials

16. Costs incurred due to an emergency affecting the safety of persons or property.

17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee, which are reasonably inferable from the Contract Documents.

d. Fees set for the construction of this project are intended to be executed upon agreement of all parties in a not to exceed form via change order. Due to the funding nature of this project, all parties agree payment to the CMAR shall be made as follows:

    i. The City shall be responsible for a not to exceed cap.

    ii. Final amounts shall be identified with a Change Order, pursuant to agreement of all parties of a Guaranteed Maximum Price.

e. CMAR shall track, log and report expenses directly related to this Agreement along with invoice which shall include schedule of values for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage of work completed as defined.

f. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise CMAR in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. Monthly invoices for each calendar month shall be submitted to City or such parties as City may designate for professional services consistent with CMAR's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by CMAR and approved by City. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.

    i. Retainage in the amount of five percent (5%) will be withheld from each payment until project final completion.

    ii. Upon Substantial Completion, the City may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which City have accepted.

i. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CMAR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by CMAR to be set forth therein.

    i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination

of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against CMAR or sureties under this Agreement.

11. Project Bonding: Performance and payment bonding. After execution of this contract by all parties, CMAR shall provide 100% separate performance and payment bonds from a bonding company, licensed to do business in the state of Arkansas, to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office. Bonds shall be provided within ten (10) calendar days after GMP change order has been executed and approved by all parties.

    a. Construction contracts for the project shall not be entered into between the CMAR and sub-contractor without 100% payment and performance bonds in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.

    b. A maintenance bond shall be provided for the duration of the entire warranty period.

    c. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

    a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in a GMP Change Order to this Agreement (GMP) as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion and Date of Final Completion of the Work shall be established in a GMP Change Order.

    b. Time is of the essence with regards to the obligations of the Contract Documents.

    c. Unless instructed by City in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance and bonds.

    d. Schedule of Work: Before submitting its first application for payment, Construction Manager shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager.

        i. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.

        ii. Construction Manager shall update the Schedule of the Work on a bi-monthly basis or as mutually agreed by all Parties.

        iii. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Construction Manager consequently incurs additional costs or is delayed, Construction Manager may seek equitable adjustment of the GMP or the Dates of Substantial or Final Completion, or both.

    e. NOTICE OF DELAY CLAIMS: If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described, Construction Manager shall give

City written notice of the claim. If Construction Manager causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

f. MONITORING PROGRESS AND COSTS: Following acceptance by City of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager shall provide written reports to City at intervals as agreed to by all Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

13. Substantial Completion:

a. Construction Manager shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly and accurately complete all items on the list.

b. When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

c. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Construction Manager the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe.

14. Final Completion:

a. Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

b. When the Work is complete, Construction Manager shall prepare for City's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

c. Final payment of the balance of the GMP shall be made to Construction Manager within thirty (30) Days after Construction Manager has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

d. Final payment shall be due on Construction Manager's submission of the following to the City:

i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

iii. release of any liens, conditioned on final payment being received;

iv. consent of any surety; and

v. any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

e. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager. The City may pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims.

f. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or a designated portion.

g. ACCEPTANCE OF FINAL PAYMENT: Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

h. CMAR shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).'*

ii. CMAR shall direct its subcontractors to obtain a written receipt evidencing acknowledgment of this statement from sub-subcontractors.

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

16. **Jurisdiction**: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

17. **Venue**: Venue for all legal disputes shall be Washington County, Arkansas.

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

19. **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 City **in advance** of the change in scope,

cost, or fees. Increases in price or fees above the amount approved by the Fayetteville City Council, including any project contingency, shall require City Council approval.

20. Insurance:

a. Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in Appendix B.

b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

c. Construction Manager shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Construction Manager or terminate this Agreement.

d. To the extent commercially available to Construction Manager from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.

ii. Unless otherwise directed in writing by City, before starting the Work, CMAR shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood,

earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

2. damage resulting from defective workmanship or material;

3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

6. physical loss resulting from Terrorism.

iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Sub subcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

1. To the extent of the limits of Construction Manager's Commercial General Liability Insurance, Construction Manager shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Sub subcontractor, or anyone

employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Construction Manager to purchase and maintain additional liability coverage. Construction Manager shall provide:

    i. Additional Insured. City shall be named as an additional insured on Construction Manager's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

    ii. OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CMAR. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

    i. ROYALTIES, PATENTS, AND COPYRIGHTS: Construction Manager shall pay all royalties and license fees , unless otherwise specified in the Contract Documents, which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection unless such design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in documents prepared by the Owner.

j. PROFESSIONAL LIABILITY INSURANCE: To the extent Construction Manager is required to procure design services, Construction Manager shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

22. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CMAR:

i. Provide full information as to the requirements for the Project.

ii. Assist CMAR by placing at CMAR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist CMAR in obtaining access to property reasonably necessary for CMAR to perform its services.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CMAR and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to CMAR in a timely manner.

vi. The City of Fayetteville Public Works Director, or their designee, is the project representative with respect to the services to be performed under this Agreement. The Public Works 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.

23. Cost Opinions and Projections: Cost opinions and projections prepared by the CMAR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on CMAR's experience, qualifications, and judgment as a CMAR professional.

24. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. CMAR shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

25. Termination:

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

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

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

b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that CMAR is given:

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

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

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

i. No amount shall be allowed for anticipated profit on unperformed services or other work,

ii. Any payment due to CMAR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CMAR's default.

d. If termination for default is affected by CMAR, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to CMAR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CMAR relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, CMAR shall:

i. Promptly discontinue all affected work (unless the notice directs otherwise),

ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAR in performing this Agreement, whether completed or in process.

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

g. If, after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

26. Delays

a. In the event the services of CMAR are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond CMAR's reasonable control, CMAR shall be entitled to additional compensation and time for reasonable documented costs incurred by CMAR in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by CMAR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits: CMAR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

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

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

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

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

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and CMAR shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of CMAR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

29. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to CMAR for services rendered by CMAR. All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.

30. Publications: Recognizing the importance of professional services on the part of CMAR's employees and the importance of CMAR's public relations, CMAR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to CMAR'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 CMAR, 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 CMAR's activities pertaining to any such publication shall be for CMAR's account.

31. Indemnification: To the fullest extent permitted by law, the CMAR shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the CMAR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

32. Ownership of Documents:

a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. CMAR may retain reproduced copies of drawings and copies of other documents.

b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by CMAR as part of the Services shall become the property of CITY OF FAYETTEVILLE when CMAR has been compensated for all Services rendered, provided, however, that CMAR shall have the unrestricted right to their use. CMAR shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual

property developed, utilized, or modified in the performance of the Services shall remain the property of CMAR.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CMAR makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

33. Additional Responsibilities of CMAR:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve CMAR of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

34. Audit and Access to Records:

a. CMAR shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. CMAR shall also maintain the financial information and data used by CMAR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CMAR will provide proper facilities for such access and inspection.

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

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

   i. Negotiated prime agreements

   ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement

   iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a

prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:

1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of CMAR;
2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
3. If the sub agreement is terminated for default or for convenience.

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

36. Gratuities:

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

b. The CITY may pursue the same remedies against CMAR as it could pursue in the event of a breach of the Agreement by CMAR. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs CMAR incurs in providing any such gratuities to any such officer or employee.

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

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Molly Rawn, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk-Treasurer

Date Signed: _____

CDI CONTRACTORS, LLC

By:_____
Matt Bodishbaugh, Executive Vice President

Date Signed: _____

September 3, 2025

APPENDIX A
Fayetteville Aquatic Center
for
PHASE 1: Pre-Construction Services through Conceptual Design

Lump Sum Amount for Phase 1 Preconstruction Services through Schematic Design: $39,999.00.

Phase 1 preconstruction services lump sum amount includes Construction Manager support in design review, pricing of program elements/options, program scheduling, and value engineering. Construction Manager shall develop an opinion of cost report for the programmatic design package as part of these Phase 1 preconstruction services. Preconstruction services shall be billed on a percent complete basis.

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 25-08, CMAR for Aquatic Facility

DEADLINE: Thursday, May 22, 2025 prior to 2:00:00 PM, local time
PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 04/27/25, 04/28/25 & 04/29/25

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Late qualifications will not be accepted.

Request for Qualifications (RFQ's) shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ 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. Any statement of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

All RFQ's shall be submitted electronically via the City's third-party electronic bidding portal at http://fayetteville-ar.gov/bids. If submitting a physical statement of qualifications is necessary, contact the City's Purchasing Division.

The proposer hereby offers to furnish & deliver the articles or services as specified, at the terms stated herein, and in strict accordance with the specifications and general conditions of submitting, 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, Arkansas
Request for Statements of Qualification
RFQ 25-08, Construction Manager at Risk (CMAR) for Aquatic Facility

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, construction management services as a construction manager at risk (CMAR) for the construction of a new Aquatic Facility. The project includes, but is not limited to, construction of a Competition Natatorium, Recreational/Wellness Natatorium, Aquatics Support/Filter Building, Changing Facility and all required infrastructure.

Professional Services required include:

1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
2. Guaranteed maximum price (GMP) development
3. Cost Estimating
4. Sub-contractor bidding and procurement
5. Project and change order pricing
6. Schedule control
7. Cost reduction and control
8. Project coordination with the design engineer and the City of Fayetteville.
9. Project close out
10. Warranty

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To be considered, statements of qualification shall be received electronically through the City of Fayetteville, Purchasing Division's online bidding platform by **Thursday, May 22, 2025 before 2:00:00 PM**, local time.

The solicitation RFQ & addendums can be downloaded from the City's web site at http://fayetteville-ar.gov/bids. All questions regarding the process should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Firms submitting a statement of qualification 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.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer 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
Ad dates: 04.27.25, 04.28.25, and 04.29.25
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $636.23

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1. SUBMISSION OF A STATEMENT OF QUALIFICATIONS SHALL INCLUDE:
Each statement of qualifications ("SOQ" or "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 RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in these documents as equal to statement of qualification.

b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. 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 RFQ.

c. Electronic Submittal: Proposers are required to go to www.fayetteville-ar.gov/bids and follow the prompts to submit a statement of qualifications within the electronic bidding platform. All Proposers must register in order to be able to submit. There is no fee for registration. If submitting a physical statement of qualifications is necessary, contact the City's Purchasing Division.

   i. SOQ's 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 submittals shall be formatted for standard 8 ½" x 11" size documentation. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Proposals shall be limited 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 uploaded in a PDF format to the City's electronic platform prior to the stated deadline.

d. 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 and at that time only for the intended selection.

e. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.

f. Proposals shall be uploaded as a single PDF document to the City of Fayetteville's online electronic bidding platform

g. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.

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Aquatic Facility
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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 may 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 RFQ or the attached service agreement must be identified in its response to the RFQ. 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, per the online bidding platform being utilized by the City of Fayetteville Purchasing Division. Documents shall be received before the deadline.

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 RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

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

a. The City of Fayetteville reserves the right to 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 that 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.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.

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.

4. EVALUATION CRITERIA:

The evaluation criteria define 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

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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 RFQ. Proposers are not guaranteed to be ranked.

5. 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.

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

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

b. The Proposer shall promptly notify Amanda Beilfuss, City 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.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

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 should refer to their submission status in the online electronic bidding platform to ensure submission confirmation.

10. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. 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.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and

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construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his 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."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

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

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

13. 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.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification 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.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. 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 RFQ. 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 RFQ. 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

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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.

17. CANCELLATION:

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

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

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

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

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

a. The CMAR 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 CMAR shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

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

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ 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.

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21. SERVICES AGREEMENT:

A written agreement incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer, and presented to the Fayetteville City Council for approval and signature of the Mayor.

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ 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 RFQ 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 RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

23. LOBBYING:

Lobbying or communicating with 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 or communication 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.

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24. OTHER GENERAL CONDITIONS:

a. **Proposers shall provide documentation that their firm currently has a valid Arkansas Contractor's License. Valid registration with the Arkansas Secretary of State is required at time of contract award.**

b. Proposers shall provide the City with 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.

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

d. The request for statement of qualification 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 statements of qualification 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.

e. 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.

f. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via e-mail at (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.**

g. No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. 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.

h. 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.

i. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ 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 RFQ's content or to exclude any relevant or essential data.

j. 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.

k. 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 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.

l. 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

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specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

25. INSURANCE:

a. Any project selected under this RFQ shall require professional liability insurance in the amount of $10 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award. The City reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.

i. Professional/Comprehensive General Liability Insurance: Minimum $10 million

ii. Builder's Risk

iii. Worker's Compensation: Statutory amount

iv. General Automotive Insurance as required by state law

26. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required

2. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project

3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines

4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered a factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

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CONTINUES ON NEXT PAGE

1. PROJECT SUMMARY

a. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide construction management at risk (CMAR) services for the construction of a new Aquatic Center.

b. The facility may include both indoor and outdoor components. Indoor components may include a leisure pool with play elements and warm up lap lanes, and indoor competition pool with associated spectating areas and indoor rentable party rooms. Outdoor components may include outdoor leisure pools with play elements, a lazy river, a wave simulator, shade structures, rentable areas, and a splash pad. Other potential features may include wellness or therapy pools, community spaces, or other recreational amenities. A feasibility study Provided by the Consulting Firm Water technology Inc. is currently being performed and anticipated completion of the study is summer 2025. This project scope is subject to final design and identified budget. The site location is to be determined.

c. The City of Fayetteville is in the process of selecting an architectural firm to serve as lead design professional for this project.

d. **Phasing and Award:** One (1) contract will be awarded with multiple phases:

   i. Phase 1 will include pre-construction services as outlined below.

   ii. Phase 2 will include Change Order #1 for the Guaranteed Maximum Price for the project.

e. **Project Funding:** The total project funding is anticipated to be encompassed by a future voter approved bond issue.

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2. PROJECT INFORMATION & REQUIREMENTS

a. Request for Qualifications (RFQ) responses shall be submitted from one single primary construction manager firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall construction scope of the project. This requirement to provide sub-consultant professionals does not include subcontractor trades for the actual construction items (Electrical, Masonry etc.) as those items will be bid after contract award.

b. Responses **shall NOT include** price, hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends to negotiate each phase as a not to exceed fee with the selected firm.

c. It is the intent of this solicitation to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.

d. The Primary responding firm shall be experienced in constructing similar project types and shall submit at least three (3) project references.

3. SCOPE OF WORK

a. **Overview:** Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with the selected Architectural Firm is mandatory for all phases. Selected CMAR shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.**

b. **PHASE 1: Pre-Construction Services**

i. **Schematic Design Phase Coordination**

1. Provide industry standard construction manager services, including but not limited to development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.

2. Coordinate with Architect to prepare and submit three (3) sets of Schematic Design documents, Preliminary Specifications, schematic cost estimate, and schedule to the City staff and architect for review and approval (15% plan review).

a. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission.

b. Assist architectural team in responding in writing to all City staff comments on plans.

c. Assist architectural team in coordinating with private utilities and service providers.

ii. **Design Development Phase Coordination**

1. Assist Architect to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville representatives prior to being released for the bidding process.

2. Coordinate with Architect to prepare and submit three (3) sets of Design Development documents including detailed specifications, detailed cost estimate and schedule to the City staff for review and approval. (50% plan review). Components to include:

a. Site plans, paving layouts, traffic circulation, lighting, signage, and utilities

b. Floor plans, structural, civil, architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, data, security, access control, fire protection, and landscaping

c. Exterior elevations, rendering, and color palette

d. Building sections and details

e. Interior elevations, casework, and millwork elevations

f. Drainage study and calculations, as required by the City

g. Aquatic features and equipment

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h. Report addressing all City's design criteria and Code requirements

3. Assist Architect in responding, in writing, to all City comments on plans.

4. Assist Architect in coordination of final utility plans.

5. Facilitate with architectural team and City cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

iii. Construction Documents Phase

1. Assist Architect in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City for cost analyses (90% plan review).

2. Attend follow up meetings with City Development Services and Fire Marshall.

3. Complete final coordination with private utilities and service providers.

4. Assist Architect to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to City of Fayetteville Development Services for review and approval (100% plan review).

5. Assist Architect in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary re-design prompted from the permit process.

6. Construction documents/plans, specifications, and project drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshall, Urban Forestry, and Planning Commission for required approvals.

iv. Bid Phase

1. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

2. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Purchasing (1), and interested bidders]. Documents should be made available to any interested party electronically at no cost.

3. Provide distribution of plans to all interested parties.

a. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.

b. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.

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c. Document and keep an updated accurate record of plan holders and provide updated listings to all interested parties in a timely manner.

d. Answers to questions and inquiries shall be made in the form of an addendum and shall be provided to all interested parties at the same time.

4. Coordinate with City Purchasing Division during pre-bid meeting(s) and facilitate and attend the Bid Opening.

5. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).

6. Any addenda shall be provided to the Purchasing Division for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in addenda at the time addenda is issued.

7. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.

8. Assist with the design of all Bid Proposals.

9. Review Architect's Recommendation of Award Letter that includes the following required content (and assist with):

a. Check for math errors and reconcile any mathematical discrepancies,

b. Review for unbalance bid items,

c. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate,

d. Review of contractor's financial standing and references provided,

e. Explanation of discrepancies between the Engineer's estimate and bids, and

f. Meet with the City to provide a formal written recommendation of award.

10. Attend City Council meeting(s) for the recommendation for award of Contract(s) for construction.

c. Phase 2 Guaranteed Maximum Price and Construction Administration Phase

i. Construction Administration Phase

1. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.

2. Conduct regular Owner, Architect, and CM meetings as jointly determined by CMAR, City, and Architect.

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3. Coordinate with City and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

4. The City of Fayetteville intends to provide regular project management services. Architect will provide field services, progress meetings, progress payment review, and assistance on a bi-monthly basis.

5. Review site visit report from Architect at least one (1) time per month.

6. Coordinate with Architect to conduct Substantial Completion Inspection, coordinate with Architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

7. The City of Fayetteville Facilities Management Division, Parks Division or representative, and IT Department shall be notified to attend all on-site meetings, review and approval all pay requests, and change order review prior to Mayor's approval.

ii. Project Close Out

1. Provide Warranty Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the CMAR has notified the City that these items are complete.

2. Provide support services as needed during the project close out process.

3. Provide close out submittal to Architect for completeness before transmitting to the City which include but are not limited to:

    a. Contractor's red lines and as-built notes

    b. Warranty information

    c. Material Safety Data Sheet (MSDS)

    d. Operating Manuals

    e. Start-up and testing reports

    f. Building commissioner report

    g. As-built record drawings (hard copy and digital format)

    h. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City approval at the completion of each contract phase

    i. Consent of Surety

    j. Release of liens

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4. PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

a. Professional Services:

i. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor's Licensing Board with a classification that is acceptable for this RFQ's Scope of Work. Failure to hold a current contractor's license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor's Licensing Board (for single projects over $50,000).

ii. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not include pricing related figures. **Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.**

iii. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a firm has been selected based on qualifications. Price will be negotiated with the most qualified firm, as evaluated and voted on by the selection committee.

iv. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract being finalized, provide 100% separate performance and payment bonds to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office.

v. Construction contracts for the project shall not be entered into without 100% payment and performance bonds in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties. The CMAR shall hold all trade contracts and purchase orders and shall bond and guarantee the project.

vi. After contract award, the awarded CMAR shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the City. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Fayetteville as an additional insured.

vii. Ensure all funds spent are in accordance with State of Arkansas procurement laws, including but not limited to:

1. Ensuring CMAR maintaining a proper license with the Arkansas Contractors Licensing Board
2. Ensuring all subcontractors on the project are properly licensed by the Arkansas Contractors Licensing Board

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3. Compliance with Arkansas state law including but not limited to sections:
    - A.C.A. § 14-58-1001
    - A.C.A. § 19-11-801
    - A.C.A. § 17-25-101
    - A.C.A. § 17-38-101
    - A.C.A. § 17-33-101
    - A.C.A. § 12-13-101
    - A.C.A. § 12-80-101
    - A.C.A. § 22-9-101
    - A.C.A. § 22-9-103
    - A.C.A. § 22-9-104
    - A.C.A. § 22-9-213
    - A.C.A. § 22-9-401
    - A.C.A. § 22-9-501
    - A.C.A. § 22-9-601
    - A.C.A. § 22-9-701
    - And all competitive bidding statutes shall remain in full force and effect and not be affected hereby
    - This project shall not authorize a design-build project contract or sub-contracts
4. Project and change order pricing
5. Schedule control
6. Cost reduction and control
7. Project coordination
8. Project close out
9. Warranty

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b. **Submittal Requirements:** The RFQ submittal should contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

    i. Title Page: Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 25-08.

    ii. Table of Contents: Include a clear identification of the material by section and by page number.

iii. Letter of Interest: Name, address, brief history of firm and Submitter's interest in the proposed project. Briefly state the agency/firm understands the work to be done and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses and telephone numbers. Describe the perceived strengths to carry out the project.

iv. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects including Construction Management GMP projects.

v. Specialized and Past Experience: Provide information regarding past experience in relation the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. **Actual price and fees shall NOT be included in submittal**.

vi. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.

vii. Additional Background: All Submitters are invited to include a maximum of two pages of information not included above which may be useful and applicable to this project.

c. **Items to Specifically Include with Response:** Responses shall include the following in addition to other requirements specified.

i. Prior experience constructing similar aquatic project types.

ii. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. Included as part of this statement should include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.

iii. Records of management teams on similar projects with timely completion, and high-quality workmanship.

iv. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least three (3) projects.

v. Current and projected workload

vi. Current maximum bonding capacity and rate

vii. Proof of licensure from the State of Arkansas Contractor's Licensing Board

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1. DISCLOSURE INFORMATION

a. Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville, including, but not limited to, City of Fayetteville employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, 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): _____

_____

_____

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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 RFQ 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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

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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. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

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6. SIGNATURE SUBMITTAL

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

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

PHONE: _____ SAM UEI #: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

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END OF RFQ DOCUMENT

RFQ 25-08 Addendum 2
CDI Contractors, LLC
Supplier Response

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CDI's RFQ Response

Event Information

Number: RFQ 25-08 Addendum 2
Title: CMAR for Aquatic Facility
Type: Request for Qualifications
Issue Date: 4/27/2025
Deadline: 6/5/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, construction management services as a construction manager at risk (CMAR) for the construction of a new Aquatic Facility. The project includes, but is not limited to, construction of a Competition Natatorium, Recreational/Wellness Natatorium, Aquatics Support/Filter Building, Changing Facility and all required infrastructure. Any questions regarding this RFP should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

Contact Information

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

CDI Contractors, LLC Information

Contact: Blake Helm
Address: 3000 Cantrell Rd
Little Rock, AR 72202
Phone: (501) 666-4300
Email: Blake.helm@cdicon.com
Web Address: www.cdicom.com

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

John Deramus
Signature

john.deramus@cdicon.com
Email

Submitted at 6/5/2025 01:53:44 PM (CT)

Requested Attachments

RFQ 25-08, Response Submittal

FayettevilleAquaticFacility_DigitalVersion.pdf

Please upload your RFQ proposal, including the required signature forms from the RFQ document.

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

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SUBMITTED BY:

CDI CONTRACTORS

Fayetteville Aquatic Facility

RFQ SUBMISSION FOR:
Statements of Qualifications

RFQ 25-08

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4285 N. Shiloh Drive #302, Fayetteville, AR 72703 | (479) 695-1020
John Deramus | (479) 695-1020



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CDI CONTRACTORS

4285 N. Shiloh Drive #302 | Fayetteville, AR 72703
john.deramus@cdicon.com | O (479) 695-1020

June 5, 2025

Amanda Beilfuss
Procurement Director
City of Fayetteville, AR

RE: RFP 25-08 CMAR for Aquatic Facility

Ms. Beilfuss and Project Selection Committee,

Thank you for the opportunity to submit CDI Contractors' qualifications for construction management services for the Fayetteville Aquatics Center. As a Fayetteville based contractor, we are genuinely excited about this project and are fully committed to delivering the highest level of service, collaboration, and expertise.

CDI has served as construction manager for multiple municipal aquatic facility projects across Arkansas. We are currently in the preconstruction phase for several publicly funded aquatic centers, actively working with cities to align community needs and priorities with project budgets and long-term goals. These current engagements provide us with unique, up-to-date, and highly relevant design and cost data that we believe would offer significant value to the City of Fayetteville as you move forward with your project.

We understand that municipal aquatic facilities are highly specialized environments—each one a complex, interconnected system of infrastructure, user experience, and operational priorities. CDI brings deep expertise in navigating these complexities, including:

- Delivering accurate, easy-to-understand cost information to support cities during public planning and approval processes.
- Understanding the diversity and integration of aquatic systems—how indoor and outdoor features interact to affect operations, energy use, and user satisfaction.
- Offering a nimble, experienced project delivery team with a track record of creative, cost-effective solutions that reflect the needs of both city officials and community stakeholders.

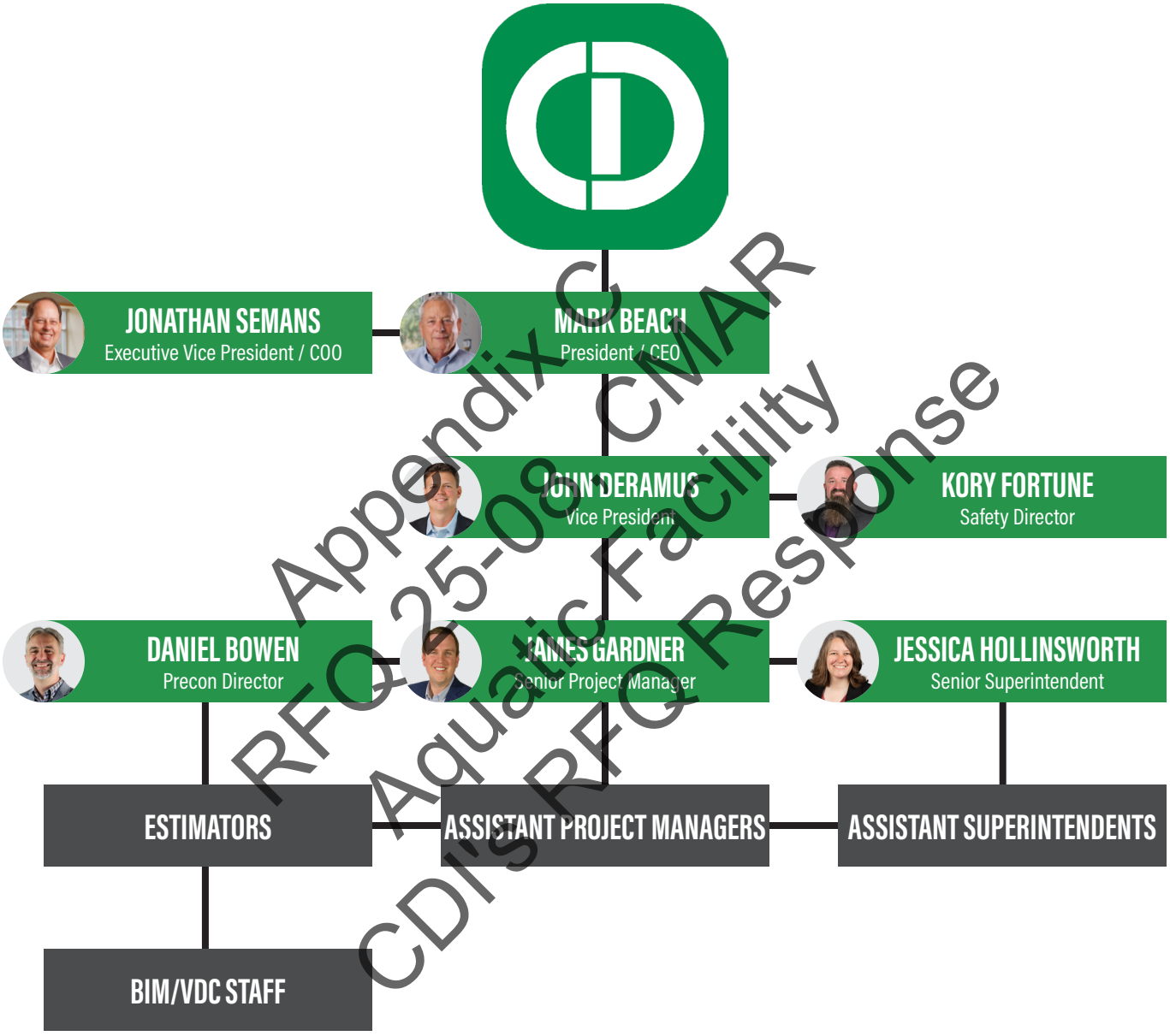
CDI is ready to bring our specialized experience and commitment to client satisfaction to the City of Fayetteville. We appreciate your consideration and look forward to the opportunity to support the successful delivery of your aquatics center.

Sincerely,

John Deramus
Vice President
john.deramus@cdicon.com

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ORGANIZATION **STRUCTURE**



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JOHN DERAMUS LEED GA

Project Executive / Vice President



LEED GREEN ASSOCIATE

BACKGROUND

As Project Executive, John provides unparalleled leadership, drawing upon his extensive experience and technical proficiency to guide teams towards excellence. He holds overall responsibility for the performance of the project team, ensuring that client expectations are not only met but exceeded. With a keen eye for detail and a commitment to continuous improvement, John implements innovative policies and procedures, as well as cost-saving measures, to optimize project outcomes.

RESPONSIBILITIES

- Provides leadership, experience and technical expertise
- Overall responsibility for the performance of the project team
- Ensures that client expectations are met

PROJECT EXPERIENCE *(*Partial List)*

- Institute for Integrative and Innovative Research (I^3R), University of Arkansas • Fayetteville, AR
- Market Center of the Ozarks • Springdale, AR
- Kids SPOT Pediatric Therapy • Springdale, AR
- E. Fay and Gus Jones Residence Restoration • Fayetteville, AR
- Inn at Carnall Hall Renovations • Fayetteville, AR
- Academic Research Center at Boreham Library, UAFS • Fort Smith, AR
- Kappa Delta Sorority House, University of Arkansas • Fayetteville, AR
- Phi Mu Sorority House, University of Arkansas • Fayetteville, AR
- Pi Beta Phi Sorority House, University of Arkansas • Fayetteville, AR
- Tyson Track Center Renovation, University of Arkansas • Fayetteville, AR
- Nanoscale Material Science and Engineering Building, University of Arkansas • Fayetteville, AR
- Arkansas Union Food Court Renovation, University of Arkansas • Fayetteville, AR
- Maple Hill Residential Halls East, West and South, University of Arkansas • Fayetteville, AR
- Chambers Cafeteria Renovation and Expansion, Arkansas Tech University • Russellville, AR
- University Village Residence Hall, Southern Arkansas University • Magnolia, AR
- Job Order Contracting Services, University of Arkansas • Fayetteville, AR
- Walmart Arkansas Music Pavilion Expansion • Rogers, AR
- Clinton Presidential Center • Little Rock, AR

23 YEARS IN CONSTRUCTION

EDUCATION

B.S. Construction Management,
University of Arkansas at Little Rock

PROFESSIONAL AFFILIATIONS

- LEED Green Associate
- Member - American Society for Healthcare Engineering
- Construction Specification Institute
- Member - Arkansas Association for Healthcare Engineering, Past Chairman of the Board

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DANIEL BOWEN

Director of Preconstruction

BACKGROUND

Daniel offers a wealth of expertise in preconstruction, serving as the Director of Preconstruction at CDI. With a strong emphasis on conceptual estimating, program scheduling, and owner program budget management, Daniel plays a pivotal role in guiding all preconstruction efforts. His expertise includes value engineering analysis and overseeing lump sum competitive bidding processes, contributing to efficient and cost-effective project outcomes. Daniel's dedication to excellence and comprehensive understanding of preconstruction methodologies make him a valuable contributor to the project.

RESPONSIBILITIES

- Leadership of all Preconstruction efforts
- Conceptual estimating
- Program scheduling
- Owner program budget management
- Value engineering analysis
- Lump sum competitive bidding

PROJECT EXPERIENCE *(*Partial List)*

- Pine Bluff Aquatic Center • Pine Bluff, AR
- Longview ISD Aquatics Facility • Longview, TX
- Institute for Integrative & Innovative Research (I^3R), University of Arkansas • Fayetteville, AR
- Crop Sciences Research Center, University of Arkansas System Division of Agriculture • Fayetteville, AR
- Delta Residence Hall, University of Arkansas Pine Bluff • Pine Bluff, AR
- Civil Engineering Research and Education Center, University of Arkansas • Fayetteville, AR
- Donald W. Reynolds Stadium North Endzone Renovation, University of Arkansas • Fayetteville, AR
- Kimpel Hall Classroom Block Renovation and Student Media Addition, University of Arkansas • Fayetteville, AR
- Basketball Performance Center, University of Arkansas • Fayetteville, AR
- University of Central Arkansas Lewis Science Center Renovation/ Conway Corp. Science Center Addition • Conway, AR
- Windgate Art & Design, University of Arkansas Fort Smith • Fort Smith, AR
- U.S. Marshals Museum • Fort Smith, AR
- Robinson Center Renovation and Expansion • Little Rock, AR

17 YEARS IN CONSTRUCTION

EDUCATION

B.S. Mechanical Engineering,
University of Arkansas, Fayetteville

PROFESSIONAL AFFILIATIONS

- OSHA 30 Hour Training Certificate

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JAMES GARDNER PE, LEED GA

Senior Project Manager



LEED GREEN ASSOCIATE

11 YEARS IN CONSTRUCTION

EDUCATION

B.S. Civil Engineering,
University of Arkansas

PROFESSIONAL AFFILIATIONS

- OSHA 30 Hour Training Certificate
- CPR, AED, and First Aid
- Arkansas Professional Engineer #18619
- AutoCAD Civil 3D

BACKGROUND

James specializes in defining project scopes, coordinating resources, estimating, planning, and meticulously documenting progress. With a track record of successfully managing diverse projects, from retail centers to healthcare facilities, James ensures seamless project execution and adherence to schedules and budgets. His expertise lies in orchestrating project teams and ensuring effective communication and collaboration to achieve client objectives with precision and efficiency.

RESPONSIBILITIES

- Defines project scopes and determine available resources
- Coordinates with the project team members to operate through project schedule
- Project estimating and planning
- Project documentation and monitoring progress

PROJECT EXPERIENCE *(Partial List)*

- Institute for Integrative and Innovative Research (I^3R), University of Arkansas • Fayetteville, AR
- Nanoscale Material Science and Engineering Building Clean Room, University of Arkansas • Fayetteville, AR
- Washington Regional Medical Center Core Renewal • Fayetteville, AR
- Washington Regional Medical Center Walker Heart Institute • Fayetteville, AR
- Washington Regional Medical Center Job Order Contracts • Fayetteville, AR
  - New medical laboratory
  - Pharmacy USP upgrades
  - Therapy gym conversion
  - Labor & Delivery renovation
  - Various site & parking improvements
  - Surgical pod finishes upgrades
  - Surgical unit O2 upgrades
- Cornerstone Medical Office Building • Little Rock, AR
- Bernhard Office Renovation • Fayetteville, AR
- Global Campus First Floor Renovation, University of Arkansas • Fayetteville, AR
- Moviehouse Retail • McKinney, TX
- West Point Marketplace • Akron, OH

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JESSICA HOLLINSWORTH

Senior Superintendent



LEED GREEN ASSOCIATE

12 YEARS IN CONSTRUCTION

EDUCATION

B.S. Mechanical Engineering,
University of Arkansas

PROFESSIONAL AFFILIATIONS

- Arkansas Business 40 Under 40 Class of 2023
- NAWIC (National Association of Women in Construction) Member
- OSHA 10 Hour and 30 Hour Training Certificate
- G3 GHS for Managers, Supervisors, Safety Personnel
- C2 Respirable Crystalline Silica in Construction
- ABC Young Professional

BACKGROUND

Jessica is an effective communicator with a keen talent for leading and growing talent on her project delivery teams. Her duties involve managing and controlling all construction activities, coordinating schedules for trade/subcontractors and suppliers, and ensuring work is performed correctly and on time. With a keen eye for project quality control and safety, Jessica brings practical experience to the table. Her expertise extends to building codes, permitting, and regulatory processes, making her a reliable and no-nonsense manager for on-site project administration.

RESPONSIBILITIES

- Supervision and control of all construction activities
- Coordinates and schedules trade/sub contractors and suppliers
- Monitors performance to ensure that work is performed correctly and on time
- Oversees project quality control and safety programs

PROJECT EXPERIENCE *(*Partial List)*

- Institute for Integrative and Innovative Research (I^3R) ▪ University of Arkansas ▪ Fayetteville, AR
- Walmart Arkansas Music Pavilion Expansion ▪ Rogers, AR
- Benton Riverside Park ▪ Benton, AR
- Civil Engineering Research and Education Center ▪ University of Arkansas ▪ Fayetteville, AR
- U.S. Marshals Museum ▪ Fort Smith, AR
- Garvan Woodlands Gardens Evans Treehouse ▪ Hot Springs, AR
- Roller-Alcoa Funeral Home ▪ Benton, AR
- Hurricane Creek Shopping Center and Kroger Marketplace ▪ Benton, AR
- Pinnacle Hills West - Outparcel Shell ▪ Rogers, AR
- Pine Bluff Plaza ▪ Pine Bluff, AR
- Bank OZK Fourth Operations Building ▪ Ozark, AR

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PROJECT TEAM'S
RECENT RECORD OF SUCCESS

The Institute for Integrative and Innovative Research (I^3R) at the University of Arkansas is the largest and most advanced academic facility ever constructed in the state of Arkansas. Delivered by CDI Contractors under a Construction Manager at Risk contract, the 144,000-square-foot facility integrates state-of-the-art laboratory environments, collaborative research areas, and flexible academic space to drive innovation across disciplines.



Designed and constructed between 2021 and 2024, the project was delivered during one of the most volatile periods in the modern construction industry. The team successfully navigated ongoing supply chain disruptions, price volatility, and labor fluctuations while maintaining project momentum and protecting the client's schedule and budget.

The project required high-level coordination, technical expertise, and constant communication. CDI's project leadership—John Deramus, James Gardner, Jessica Hollinsworth, and Daniel Bowen—worked in seamless collaboration to ensure successful outcomes. This same team is prepared to bring their proven experience and commitment to the City of Fayetteville's Aquatic Center project.

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Team Leadership and Execution

- **John Deramus**, *Project Executive*, provided strategic guidance and executive oversight throughout the project lifecycle. He ensured that client priorities were upheld at every decision point and that project resources remained aligned with goals.

- **James Gardner**, *Senior Project Manager*, managed a large CDI project delivery team from design through construction. James' oversight included budget adherence, subcontractor qualification, bidding, and selection along with clear and consistent project reporting. He served as the main point of contact with the University and drove alignment across all stakeholders.
- **Jessica Hollinsworth**, *Superintendent*, led on-site operations, safety, and field execution. Her meticulous planning and hands-on leadership were critical in sequencing installation of complex MEP systems, maintaining site safety, and ensuring adherence to a construction schedule that aligned with the client's project goals.
- **Daniel Bowen**, *Director of Preconstruction*, provided early budgeting, constructability reviews, and procurement strategy. His accurate forecasting and early bid packaging helped lock in pricing and secure long-lead materials amid ongoing market instability.

Key Successes

- **Market-Responsive Preconstruction:** Bowen's team responded rapidly to volatile material costs and lead times by developing flexible procurement strategies and issuing targeted early-release bid packages to mitigate schedule risk.
- **Schedule Control Through Uncertainty:** Despite the challenges of working through pandemic-era supply disruptions, Gardner maintained a controlled project schedule and consistent stakeholder engagement to ensure forward progress.
- **Field-Level Precision:** Hollinsworth delivered complex building systems in a dense construction environment with high safety and quality standards—while minimizing disruptions on a busy university campus.
- **Strategic Oversight:** Deramus' involvement provided executive-level continuity, quick decision-making, and client confidence throughout the project.

Outcome

Completed on time and within budget, the I^{3}R facility now stands as a flagship center for research and innovation at the University of Arkansas. The successful delivery of this complex project—despite market volatility and supply chain uncertainty—demonstrates the strength of CDI's project team and their ability to navigate challenges without compromising results.

This same core team is ready to bring their leadership experience, and client-focused delivery to the City of Fayetteville's Aquatic Center.

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BENTON RIVERSIDE PARK - AQUATICS CENTER

Benton, AR

OWNER REFERENCE

Stephanie Jones
Benton Parks Director
(501) 776-5970

ARCHITECT

Black Corley Owens and Hughes
Contact: Les Owens, AIA,
(501) 776-5118

SIZE

15,000 SF

COMPLETION

July 2022

DELIVERY METHOD

CM At Risk

This popular aquatics center built for the city of Benton boasts a large natatorium with a 4,700 sf eight-lane competition pool, 2,5000 sf leisure pool with vortex and spray area, a kids play area with a play structure, and a two-story water slide that stretches out of the exterior of the building. Other amenities include youth and adult dressing/ shower rooms, locker rooms, party rooms, and concessions area..









OWNER REFERENCE

Larry Matthews
Director of Economic and
Community Development
(870) 543-1820

ARCHITECT

Nelson Architectural Group
Contact: Dave Sadler
(870) 534-8922

SIZE

35,000 SF

COMPLETION

June 2019

DELIVERY METHOD

CM At Risk

PINE BLUFF AQUATICS CENTER

Pine Bluff, AR

This 35,000 SF facility features an eight-lane competition pool, leisure pool with water slide, water cannon, volleyball, water basketball, and play structure. Other amenities include youth and adult dressing/shower rooms, a family dressing area, concession and gift sales area, and a pool entrance patio. CDI made a concerted effort to involve local subcontractors in the project to support local business and maximize value.

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OWNER REFERENCE

Richard Stafford, ASLA, PLA
Searcy Planning Director
(501)-279-1085

ARCHITECT

Counsilman-Hunsaker
Contact: Billy Griffitts, AIA,
(314) 894-1245

SIZE

12,000 sf of Water Surface

COMPLETION

2026

DELIVERY METHOD

CM At Risk

SEARCY OUTDOOR AQUATICS FACILITY

Searcy, AR

CDI is finishing preconstruction support for the Searcy Outdoor Aquatics Facility. Built next to the city's indoor aquatic facility and greatly expanding on an existing outdoor zero entry pool, the facility will add over 12,000 sf of water surface to include a lazy river, leisure pool, three water slides, bathhouse, party pavilion, concessions area, pump building and parking lot.

CDI worked diligently with city officials and designers to price a variety of amenities and aquatic systems and provide them with information to make important decisions about scope, program, and areas of future expansion.









OWNER REFERENCE

Samuel Kington
Chief of Facilities and Operations
(903) 381-2200

ARCHITECT

DLR Group
Contact: Richard Huang
(214) 747-2511

SIZE

34,000 SF

COMPLETION

2Q 2027

DELIVERY METHOD

CM at Risk

LONGVIEW AQUATICS CENTER

Longview, TX

CDI is actively engaged in the preconstruction process for the Longview Independent School District in Longview, TX and their planned 25-lane swimming and diving competition aquatics facility.

An important aspect for Longview ISD shareholders is meeting its environmental and energy efficiency goals in construction. CDI used this information to help price a geothermal system for heating and cooling the water and the building temperature. Additionally, CDI is providing valuable cost information for retractable roof systems (which allow venting of the space); pool construction elements; and indoor air quality systems that mitigate heavy chlorine build-up in the environment.

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OWNER REFERENCE

ArtCourt, LLC
Jordan Garner,
jordan@ivythirtyfive.com

ARCHITECT

Ecological Design Group
Contact: Tanner Weeks
(501) 378-0200

SIZE

3,600 SF

COMPLETION

September 2022

DELIVERY METHOD

CM at Risk

DICKSON STREET ARTCOURT

Fayetteville, AR

ArtCourt is a unique outdoor public space in Fayetteville that serves as a basketball court, public art project, and experiential community park. The construction process incorporated adaptive reuse goals of the site. CDI was the construction manager and was responsible for the metal wall art, lighting, and creating the canvas for artists and design teams to use. The space is an outside basketball court surrounded by three walls, with an open wall facing Dickson Street.









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WALTON ARTS CENTER

(RENOVATION & EXPANSION)

Fayetteville, AR

The 30,000 SF renovation and addition includes a 11,000 SF lobby expansion reorienting the front entry to Dickson Street. Other renovations include 4,000 SF of expanded space on the Starr Theater with a new dedicated entrance, expanded seating, and large windows with blackout option. Backspace renovations include new storage capacity, office space and crew facilities. The construction occurred during the theater's summer off seasons from mid-July to October and did not interrupt productions.

OWNER REFERENCE

Walton Arts Center
Contact: Bob Pless
(479) 443-5600

ARCHITECT

Polk Stanley Wilcox Architects
Contact: Amanda Sturgell
(501) 378-0878

SIZE

30,000 SF

COMPLETION

November 2016

DELIVERY METHOD

CM at Risk









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OWNER REFERENCE

Walton Arts Center
Contact: Bob Pless, (479) 443-5600

ARCHITECT

CORE Architects
Contact: Michael Baldwin, mbaldwin@core-arch.com

SIZE

16,476 SF

COMPLETION

June 2020

DELIVERY METHOD

CM at Risk

WALMART ARKANSAS MUSIC PAVILION

(RENOVATION & EXPANSION)

Rogers, AR

During this expansion, the venue's overall capacity increased by 1,000, enhancing the patron experience. The box office expanded from four service windows to seven, streamlining ticket purchasing and pickup. The main entry plaza boasts an additional concession stand and 36 more restroom stalls. The top of the lawn seating area received an additional 15,000 square feet, with 12,300 square feet dedicated to a new covered plaza for flexible concert viewing and event rentals, complete with an 80-foot custom-built bar. The lawn expansion also introduced two uncovered plazas, 62 additional restroom stalls, two new concession stands, and flexible spaces for viewing and activations. With expanded entrances on the west and north sides, the Walmart AMP now offers up to 12 gates for patrons' convenience.

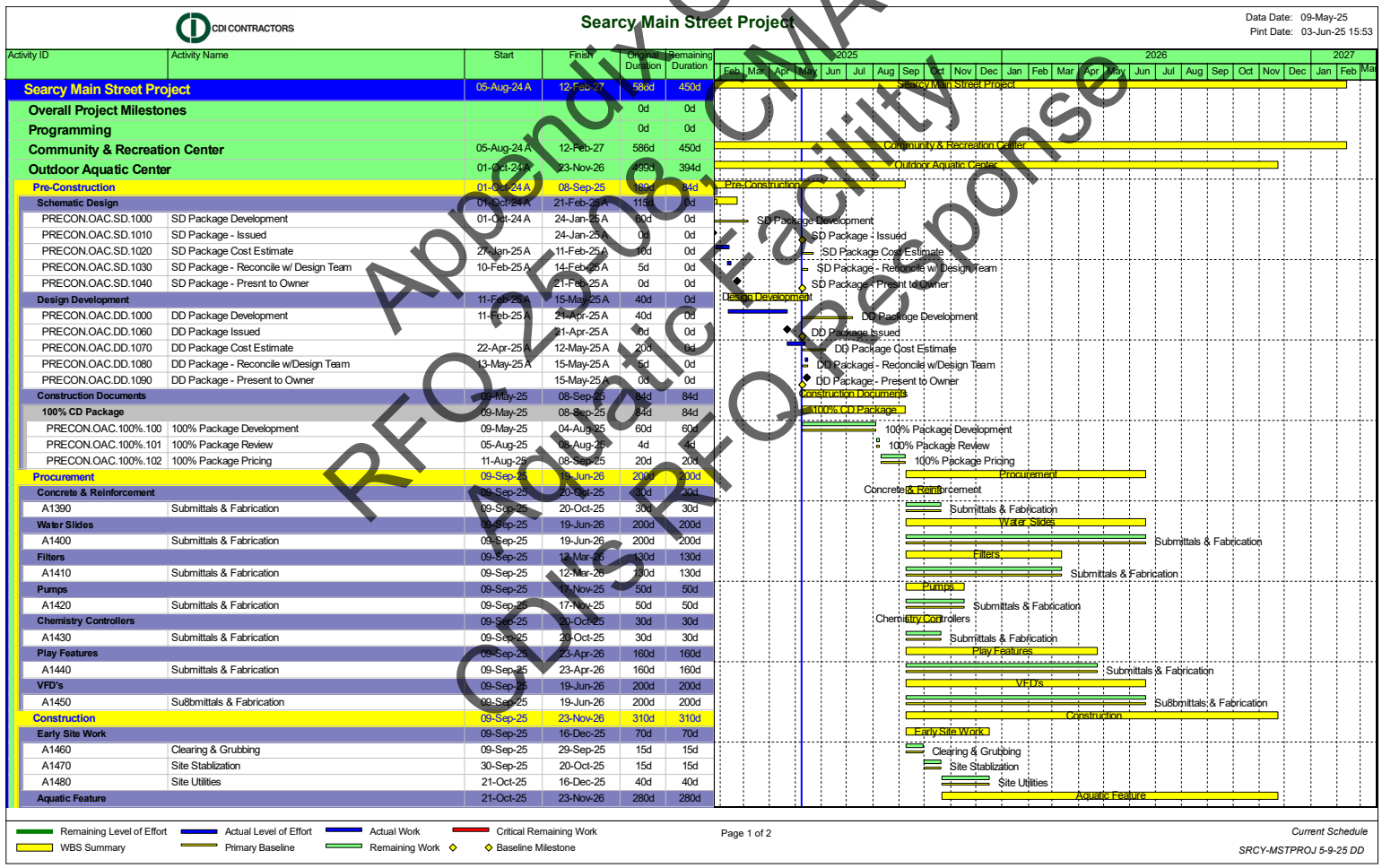






SCHEDULE

As this project is still in its earliest stages of public feedback regarding program, it is not feasible to create a schedule that could account for the variety of systems and combinations for a modern aquatic center. To demonstrate schedule, however, we are providing two preliminary schedules for separate aquatics projects that CDI is working on right now: an outdoor recreational aquatics facility for the city of Searcy, Ark. and an indoor competition aquatics facility for Longview ISD in Longview, Tex. Any schedule developed for the city of Fayetteville may look similar to these.



CDI CONTRACTORS

Searcy Main Street Project

Data Date: 09-May-25
Pint Date: 03-Jun-25 15:53

Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration
Searcy Main Street Project		05-Aug-24 A	12-Feb-27	586d	450d
Overall Project Milestones				0d	0d
Programming				0d	0d
Community & Recreation Center		05-Aug-24 A	12-Feb-27	586d	450d
Outdoor Aquatic Center		01-Oct-24 A	23-Nov-26	499d	394d
Pre-Construction		01-Oct-24 A	08-Sep-25	190d	84d
Schematic Design		01-Oct-24 A	21-Feb-25 A	115d	0d
PRECON.OAC.SD.1000	SD Package Development	01-Oct-24 A	24-Jan-25 A	80d	0d
PRECON.OAC.SD.1010	SD Package - Issued		24-Jan-25 A	0d	0d
PRECON.OAC.SD.1020	SD Package Cost Estimate	27-Jan-25 A	11-Feb-25 A	10d	0d
PRECON.OAC.SD.1030	SD Package - Reconcile w/ Design Team	10-Feb-25 A	14-Feb-25 A	5d	0d
PRECON.OAC.SD.1040	SD Package - Presnt to Owner		21-Feb-25 A	0d	0d
Design Development		11-Feb-25 A	15-May-25 A	40d	0d
PRECON.OAC.DD.1000	DD Package Development	11-Feb-25 A	21-Apr-25 A	40d	0d
PRECON.OAC.DD.1060	DD Package Issued		21-Apr-25 A	0d	0d
PRECON.OAC.DD.1070	DD Package Cost Estimate	22-Apr-25 A	12-May-25 A	20d	0d
PRECON.OAC.DD.1080	DD Package - Reconcile w/Design Team	13-May-25 A	15-May-25 A	5d	0d
PRECON.OAC.DD.1090	DD Package - Present to Owner		15-May-25 A	0d	0d
Construction Documents		09-May-25	08-Sep-25	84d	84d
100% CD Package		09-May-25	08-Sep-25	84d	84d
PRECON.OAC.100%.100	100% Package Development	09-May-25	04-Aug-25	60d	60d
PRECON.OAC.100%.101	100% Package Review	05-Aug-25	08-Aug-25	4d	4d
PRECON.OAC.100%.102	100% Package Pricing	11-Aug-25	08-Sep-25	20d	20d
Procurement		09-Sep-25	19-Jun-26	200d	200d
Concrete & Reinforcement		09-Sep-25	20-Oct-25	30d	30d
A1390	Submittals & Fabrication	09-Sep-25	20-Oct-25	30d	30d
Water Slides		09-Sep-25	19-Jun-26	200d	200d
A1400	Submittals & Fabrication	09-Sep-25	19-Jun-26	200d	200d
Filters		09-Sep-25	12-Mar-26	130d	130d
A1410	Submittals & Fabrication	09-Sep-25	12-Mar-26	130d	130d
Pumps		09-Sep-25	17-Nov-25	50d	50d
A1420	Submittals & Fabrication	09-Sep-25	17-Nov-25	50d	50d
Chemistry Controllers		09-Sep-25	20-Oct-25	30d	30d
A1430	Submittals & Fabrication	09-Sep-25	20-Oct-25	30d	30d
Play Features		09-Sep-25	23-Apr-26	160d	160d
A1440	Submittals & Fabrication	09-Sep-25	23-Apr-26	160d	160d
VFD's		09-Sep-25	19-Jun-26	200d	200d
A1450	Su8bmittals & Fabrication	09-Sep-25	19-Jun-26	200d	200d
Construction		09-Sep-25	23-Nov-26	310d	310d
Early Site Work		09-Sep-25	16-Dec-25	70d	70d
A1460	Clearing & Grubbing	09-Sep-25	29-Sep-25	15d	15d
A1470	Site Stablization	30-Sep-25	20-Oct-25	15d	15d
A1480	Site Utilities	21-Oct-25	16-Dec-25	40d	40d
Aquatic Feature		21-Oct-25	23-Nov-26	280d	280d

2025 | 2026 | 2027

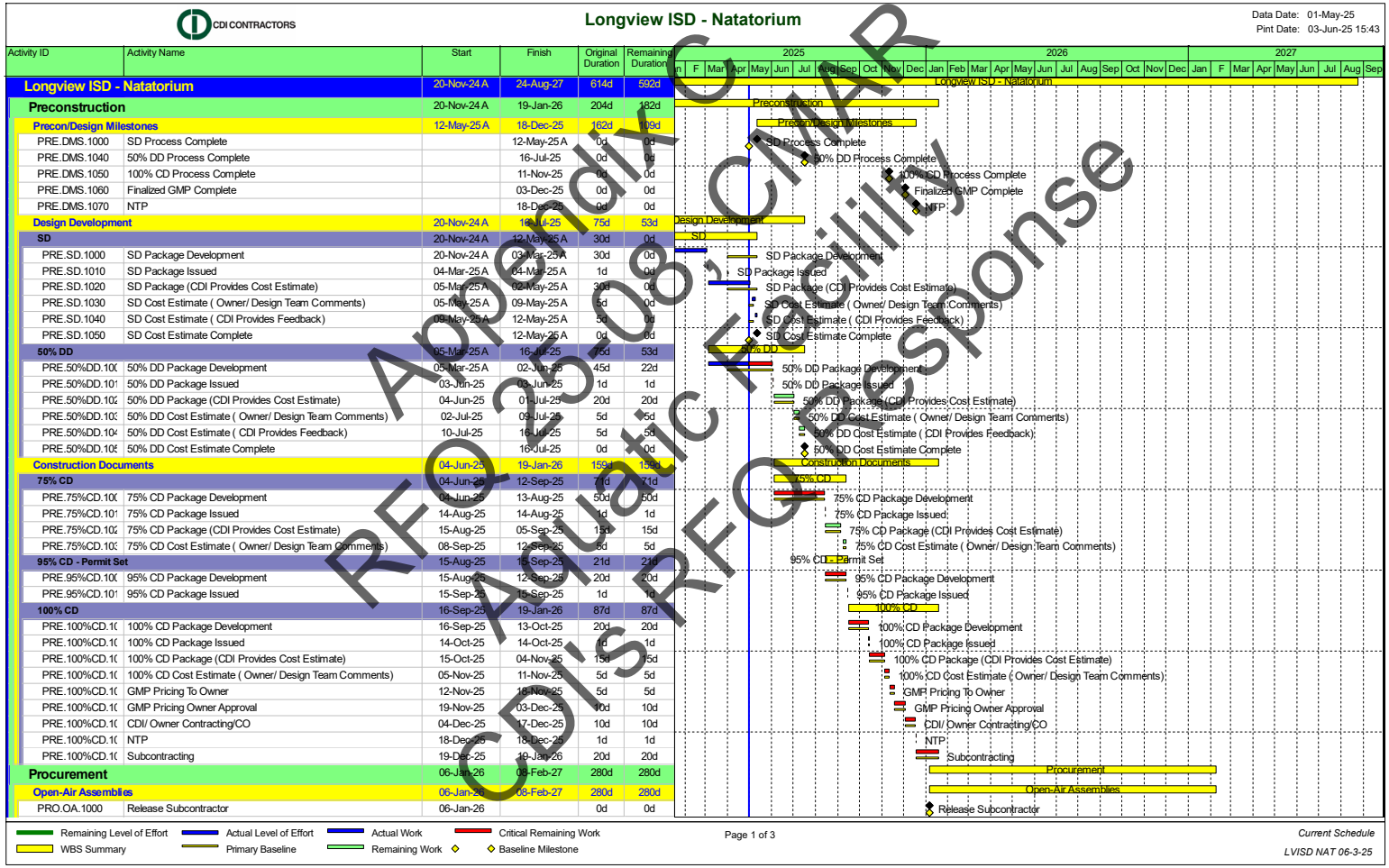
Remaining Level of Effort | Actual Level of Effort | Actual Work | Critical Remaining Work
WBS Summary | Primary Baseline | Remaining Work | Baseline Milestone

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Current Schedule
SRCY-MSTPROJ 5-9-25 DD

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SCHEDULE



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WORKING ON
AQUATIC FACILITIES

The perfect aquatic facility balances an inviting environment while maintaining the most stringent safety standards. When building an aquatic facility, special care needs to be taken to make sure that the facilities will be safe, last as long as possible, and be aesthetically pleasing to all.

Here are a few recommendations that any contractor you select should keep in mind, all of which the CDI team will adhere to if selected.

Strong Structural Foundations

The structural foundations of any aquatic center needs to be of the highest standards and scrutiny to maintain facility quality and condition longevity. This means strong planning on the front end, safe and efficient excavation, and perfect execution of construction.

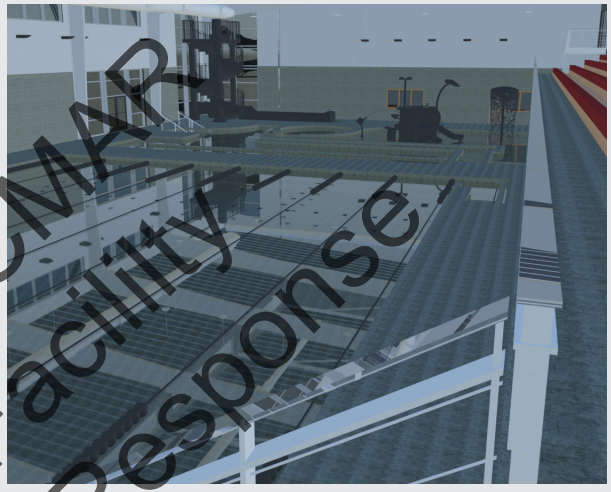
Getting Qualified and Reputable Subcontractor Support

Subcontractors with specialized training and experience are essential to any project's success. Their knowledge greatly helps create consistent and efficient pool areas. CDI has had great success with specialized aquatic center subcontractors on projects across the region.

Owner Training and Closeout

Making sure the Aquatic Center staff is trained on how to properly care for equipment and the facility is necessary to maintain a high level of safety and longevity of the facility. CDI is committed to making sure this essential step is done during the project closeout phase.

CASE STUDY: MODELING DURING PRECONSTRUCTION PLANNING



CDI's Virtual Design and Construction created a model of Benton Riverside Park's Olympic sized pool during preconstruction.



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Acoustics

Major consideration needs to be made to reduce the amount of echo and noise in a natatorium, not only for minimize discomfort for users, but to maintain safety and communication for all who use the facility, especially lifeguards and persons who may be in danger. CDI has specific experience and expertise when it comes to acoustic considerations in construction.

Material Selections

Pools require a chemical balance that can create a caustic environment if the wrong materials are selected (or value engineered) during the construction process. CDI understands these materials, their longevity in pool areas, and when to appropriately apply them. Examples of this are the use of aluminum or fiberglass door frames, the use and applications of special coatings, and walking area considerations.

Maintaining The Highest Levels of Quality Control in a Harsh Environment

Natatoriums must be built with the most rigorous level of quality control to ensure its efficiency, safety and useability in all areas. This is especially true when it comes to building and maintaining a building envelope system. The construction manager you select must understand and have experience in these three key areas:

- Creating an air-tight envelope free of leaks, gaps or porous materials that allows for the highest level of human control of the environment.
- Understanding the proper dehumidification systems and how many different pool operations and systems exist and can coexist. For example, competition pools are kept at 82 degrees. It is not uncommon for competition pools to share the same space with thermal or play pools, which are kept at 87 degrees. Your construction manager needs to know the difference these five degrees can play in maintaining a dehumidification system that allows for the highest level of human control of the environment.
- Maintaining the optimal amount of ventilation, which is incredibly important for a natatorium. Poor ventilation in pool areas or chemical rooms can quickly lead to corrosion and other issues across materials, surfaces and equipment.

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CASE STUDY: PROJECT EXPERIENCE



Benton Riverside Park's Olympic sized pool was built with an extensive process that adhered to the considerations presented on these two pages.

PRECONSTRUCTION STATEMENT

Guaranteed Maximum Price as Defined by CDI

CDI firmly upholds the principle that in the absence of alterations to project requirements, change orders should be unnecessary.

When a client engages a construction manager, they are enlisting a seasoned advocate committed to delivering anticipated project outcomes and assuming the associated cost risks to ensure timely completion.

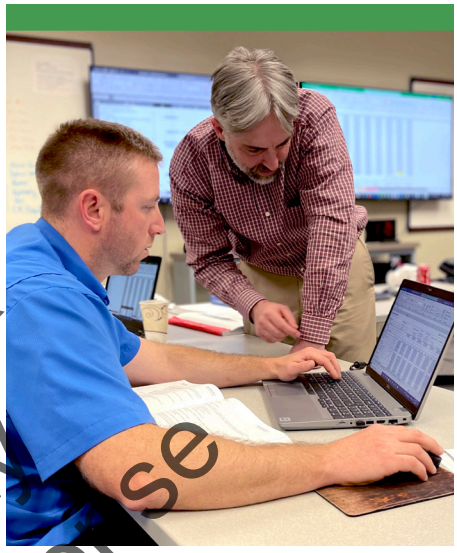
Grounded in the belief that 1) both parties prioritize mutual success, and 2) the design phase allows ample opportunity for transparent communication and expectation alignment, the Guaranteed Maximum Price (GMP) stands as a cap on what the client should pay for the envisioned scope of work, barring adjustments from allowance reconciliations that surpass original allowance amounts.

CDI works tirelessly through these methods to ensure that our Preconstruction Team is setting your project up for success.

Estimating and Budget Adherence

Schedule and cost control are key to the success of a project. To make certain that schedules and budgets are realistically developed and met, we prepare the following:

- Preliminary Conceptual Estimate – ensures that project team's expectations are aligned
- Schematic Estimate – compared to conceptual estimate to identify challenges/ opportunities
- Design Development Estimate – more detailed estimate based on greater design detail
- Preliminary GMP – quantity take-off and constructability review help refine GMP
- Final GMP – collaborative approach results in reliable cost control model and well-crafted project schedule



At the onset of each project, we initiate collaboration between every project team member, ensuring full engagement and commitment from the start. This approach is grounded in our recognition that early involvement drives cost reduction, enhances quality, and expedites project delivery, thus delivering significant value to the owner.

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Project Scheduling

CDI believes that informed and precise scheduling will impact project duration and budget. Preliminary Milestone and Phasing Schedule will identify high-level activities and durations. Combining 3D visualization with scheduling information to create a virtual schedule improves project efficiency through more effective communication of sequences/phasing and their impacts on site logistics.

Constructibility Reviews

To ensure the most efficient use of your two most valuable resources – time and money – CDI conducts thorough constructibility reviews. Our project team will review the drawing details to provide insight on how they affect schedule and quality and suggest potential remedies. The project manager and superintendent work together to identify potential detail or systems changes and/or changes to subcontractor bid packaging and selection strategy.

Value Analysis

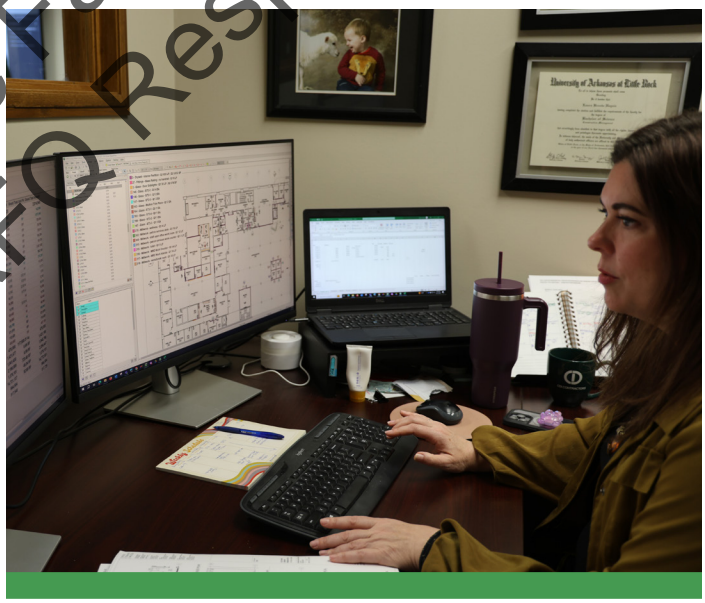
After working to fully understand your needs, we'll manage the building program to fulfill those needs within the available funds. Matching the project budget with the owner's building program helps us identify ways to achieve your program objectives at the best possible cost. By initiating design and budgeting review early in the project development process to obtain meaningful cost and performance information, we can help discover the solution that best meets your project's requirements.

Bid Package Development

Collaboration with the entire project team results in a bid package development process that contributes to project success. To negotiate the GMP for your construction program, CDI will:

- Prepare/submit preliminary Bid Packaging Plan based on preliminary schedule and phasing information, then distribute final Bid Packaging Plan to facilitate phasing of design documents.
- Engage specialty subcontractor/supplier interest early by soliciting cost and design input on development of drawings.
- Encourage prequalification for all interested subcontractors to ensure adequate number of qualified bidders, then conduct multiple pre-bid meetings to familiarize bidders with project requirements.

After opening bids, CDI will develop preliminary bid tabulation with design team representatives. We'll create final bid tabulation identifying a qualified low bidder, then hold pre-award meeting with subcontractors to understand project scope, critical details and necessity of schedule adherence.



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CURRENT **WORKLOAD**



CDI Contractors is structured to manage complex, overlapping projects. As shown in the attached workload chart, our Northwest Arkansas Division is actively delivering a number of projects.

If awarded this project, CDI will dedicate the **fully staffed project team that is included in our proposal** without impacting performance on our other work. Our leadership actively balances workloads across the division to ensure that each project receives the attention and oversight it requires.

We are confident in our ability to meet the project's time and budget requirements, and our history of successful on-time delivery reflects that commitment.

PROJECT	SCHEDULED COMPLETION
University of Arkansas Nano Cleanroom Fit Out	August 2025
UADA Food Science Research Center	TBD
East Central Parking Garage	September 2025
ADLEST Springdale Training Academy	October 2025
The Gents Place	October 2025

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BONDING CAPACITY

CDI Contractors has an aggregate bonding capacity of $500,000,000 and $300 million for single projects. CDI Contractors has never had any claim against payment and/or performance bonds. The following are our bonding rates:



Contact Information

Scott Bruner, *CPCU, Vice President*
Offenhauser & Co.
518 Pine St.
Texarkana, TX 75501
(903) 793-5511

Beth Adler, *Senior Regional Vice President*
Zurich North American Surety
15303 Dallas Parkway, Suite 800
Addison, TX 75001

	CONTRACT COST	RATE PER $1,000
First	$100,000	$9.90
Next	$400,000	$7.70
Next	$2,000,000	$6.88
Next	$2,500,000	$5.78
Next	$2,500,000	$5.23
Over	$7,500,000	$4.62

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License No. 0059580426 ID #7557

State of Arkansas

Commercial Contractors Licensing Board

CDI CONTRACTORS, LLC & DIVISIONS
3000 CANTRELL RD; ATTN:FLORENCE HOOD
LITTLE ROCK, AR 72202

This is to Certify That CDI CONTRACTORS, LLC & DIVISIONS

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
ELECTRICAL
HEAVY CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION
SPECIALTY
Plumbing

This contractor has an unlimited suggested bid limit.

from April 25, 2025 **until** April 30, 2026 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

GREAT SEAL OF THE STATE OF ARKANSAS

CHAIRMAN

SECRETARY

April 25, 2025 - dsa

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RFQ 25-08, CMAR
Aquatic Facility
CDI's RFQ Response

1. DISCLOSURE INFORMATION

a. Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville, including, but not limited to, City of Fayetteville employees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, or elected City of Fayetteville Official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_X_ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

Appendix C
RFQ 25-08, CMAR
Aquatic Facility
CDI's RFQ Response

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: CDI Contractors, LLC

Primary Contact: John Deramus Title of Primary Contact: Vice-President

Phone#1 (cell preferred): 479-393-0940 Phone#2: 479-695-1020

E-Mail Address: john.deramus@cdicon.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 RFQ 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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
Addendum 1	John Deramus	6/5/2025
Addendum 2	John Deramus	6/5/2025

4. DEBARMENT CERTIFICATION

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Appendix C
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5. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Appendix C
RFQ 25-08, CMAR
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CDI's RFQ Response

6. SIGNATURE SUBMITTAL

NAME OF COMPANY: CDI Contractors, LLC

PHYSICAL ADDRESS: 4285 N Shiloh Dr. Suite 302 Fayetteville, AR 72703

MAILING ADDRESS: 4285 N Shiloh Dr. Suite 302 Fayetteville, AR 72703

TAX ID #: 71-0791998 AR. SECRETARY OF STATE FILING #: 100131453

PHONE: 479-695-1020 SAM UEI #:

E-MAIL: john.deramus@cdicon.com

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

SIGNATURE:

PRINTED NAME: Matt Bodishbaugh

TITLE: Executive Vice President DATE: 6/5/25

Appendix C
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Aquatic Facility
CDI's RFQ Response

END OF RFQ DOCUMENT

CDI CONTRACTORS

4285 N. Shiloh Drive #302 | Fayetteville, AR 72703
(479) 695-1020 | CDIContractors.com

Appendix C
RFQ 25-08, CMAR
Aquatic Facility
CDI's RFQ Response

Explore some of our current projects online at **CDIContractors.com**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1849

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Garver, LLC - Amendment No. 1 to the Engineering Services Agreement for the Noland WRRF Improvements**

RECOMMENDATION:
Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Garver, LLC in the amount of $1,921,700.00 for preliminary engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility (WRRF), and approval of a budget adjustment.

BACKGROUND:
The City completed a year-long master planning effort at the end of 2024 for the Noland WRRF, one of two wastewater treatment plants owned by the City of Fayetteville. This master plan, completed by Garver, took a comprehensive and in-depth look at the facility's performance and condition, both now and into the future. The most immediate improvements recommended by the plan were facility/equipment replacements associated with aging and deteriorating unit treatment processes, such as new/increased influent pumping, aeration technology replacement, secondary clarifier rehab, headworks expansion, and tertiary filtration technology changes. The Phase 1 improvements are anticipated to take 5 years to implement, with an estimated total cost of $98 million.

DISCUSSION:
Garver was selected (RFQ 25-01, Selection #5) to provide engineering design services for this project and will soon be complete with 10% design effort. Amendment No. 1 will expand the design scope to the 30% level for all components of the project. The not-to-exceed estimated fee for this amendment is $1,921,700.00.

BUDGET/STAFF IMPACT:
Budgeted Funds will be moved from the Sanitary Sewer Rehabilitation Project to cover the cost of this item.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Amendment No. 1, 6. Resolution 117-25 - Awarded RFQ #25-01, to Garver, LLC

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

File #: 2025-1849

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED $1,921,700.00 FOR THE PRELIMINARY DESIGN OF IMPROVEMENTS TO THE NOLAND WATER RESOURCE RECOVERY FACILITY, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on May 6, 2025, the City Council passed Resolution 117-25 authorizing a professional engineering services contract with Garver, LLC for the preliminary design of improvements to the Noland Water Resource Recovery Facility; and

WHEREAS, Amendment No. 1 will expand the design scope to the 30% level for all components of this project.

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 Amendment No. 1 to the contract with Garver, LLC in an amount not to exceed $1,921,700.00 for the preliminary design of improvements to the Noland Water Resource Recovery Facility.

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

City of Fayetteville Staff Review Form

2025-1849

Item ID

10/7/2025

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

Tim Nyander	9/16/2025	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Garver, LLC in the amount of $1,921,700.00 for preliminary engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility (WRRF), and approval of a budget adjustment.

Budget Impact:

5400.730.5800-5314.00	Water & Sewer
Account Number	Fund
02032.1	WWTP Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	3,012,960.00
		Expenses (Actual+Encum)	$	1,720,021.24
		Available Budget	$	**1,292,938.76**
Does item have a direct cost?	Yes	Item Cost	$	1,921,700.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,921,700.00
		Remaining Budget	$	**1,292,938.76**

V20221130

Purchase Order Number: 2025-544

Previous Ordinance or Resolution #

Change Order Number: 1

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	WASTEWATER TREATMENT (730)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Garver, LLC in the amount of $1,921,700.00 for preliminary engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility (WRRF), and approval of a budget adjustment.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1849**

Holly Black
9/17/2025 2:12 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL - -

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
5400.730.5800-5314.00	1,921,700		02032	1	EX	Professional Services
5400.720.5700-5815.00	(1,921,700)		02017	1	EX	Improvements - Sewer
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Fayetteville, Arkansas
Project No. W01-2401736

CONTRACT AMENDMENT NO. 01

This Contract Amendment No. 01 ("**Amendment**"), effective on the date last written below, shall amend the original contract between the City of Fayetteville, Arkansas ("**Owner**") and Garver, LLC ("**Garver**"), dated May 6, 2025, referred to in the following paragraphs as the "**Agreement**."

This Amendment modifies professional services and related fees for the Fayetteville Noland Water Resource Recovery Facility (WRRF) Phase 1 Improvements Project.

The Agreement is hereby modified as follows:

APPENDIX A – SCOPE OF SERVICES

Appendix A of the Agreement is modified as follows:

TASK 3 from Appendix A is revised to include the Determination for Project Delivery Determination: **TASK 3 – CMAR SOLICITATION / DETERMINATION.** The work for this task included an evaluation of competitive sealed proposal (CSP) along with the associated bidding approach versus construction manager-at-risk (CMAR). The work also included conducting a workshop with the Owner staff, Inframark staff, and engineers from Garver. In addition to the workshop, a deliverable is included featuring meeting minutes, workshop slides, and recommendations. The contract amount for this task is not changed under this amendment.

TASK 4 from Appendix A is repurposed from CMAR Onboarding to **TASK 4 – SPECIAL SERVICES REQUESTED BY OWNER** due to the selection of CSP as the preferred bidding and delivery method. This task will only be used with written direction from the Owner, and the contract amount for this task is not changed under this amendment.

Additionally, the following language is added to Appendix A of the Agreement:

TASK 1.1 – PRELIMINARY DESIGN PROJECT MANAGEMENT

1.1 Garver will continue providing project management and quality assurance services for preliminary design services (30%). This will include:

- Updating project work plan,
- Updating project schedule as required,
- Maintaining action item and decision logs,
- Conducting project team meetings,
- Conducting technical review committee meetings,
- Preparing monthly invoicing.

TASK 5 – PRELIMINARY DESIGN (30%)

The preliminary design services will be based on the findings of the 10% design report for all the facilities under the Phase 1 Improvements.

5.1 The Preliminary (30%) Design phase submittal will include preliminary drawings, and an opinion of probable construction cost (OPCC) within -30% to +30% accuracy range of expected construction cost. The basis of design information including design criteria for each process area, assumptions, and design basis for structural, electrical, instrumentation and controls, and building mechanical will delivered on printable PowerPoint slides, and will documented in 30% workshop meeting minutes. The basis of design will include information for the following items:

(a) Overall Project Design Criteria (From 10% Design Report)
(b) Headworks Improvements
(c) Influent Pumping
(d) BNR Basins and Blower Building
(e) Secondary Clarifiers (Minimal Updates Expected from 10% Design Report)
(f) Tertiary Filtration
(g) Disinfection and Post-Aeration
(h) Aerated Sludge Holding Tanks
(i) Dewatering
(j) Electrical Distribution
(k) Instrumentation & Controls Concepts
(l) Site Civil Concepts
(m) Structural Concepts
(n) Building Mechanical Design
(o) Construction Sequencing and Constraints
(p) Opinion of Probable Construction Costs

5.2 The preliminary design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Owner comments will be discussed at a Preliminary Design Workshop. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design.

5.3 Garver will lead and participate in a workshop. The workshop will be held at the Owner’s office and major items of discussion will include:

(a) Review of preliminary P&IDs and preliminary selection of instrumentation
(b) Review of preliminary site plan, hydraulic profile, and facility layouts
(c) Review major equipment selection
(d) Review proposed construction sequencing
(e) The basis of design information listed in Section 5.1

5.4 Garver will submit the following deliverables:

(a) PDF format of Preliminary Design Plans
(b) Five hard copies of Preliminary Design Plans with half-size drawings

TASK 6 – SURVEY

6.1 Garver survey will provide field survey data for designing the Project, and this survey will be tied to the Owner’s control network. If Owner doesn’t have a control network, Garver

will provide Horizontal and Vertical control based on Arkansas North State Plane Grid Coordinates NAD83 (2011), NAVD88 datums. Garver will establish control points for use during construction.

6.2 Garver will conduct field surveys, utilizing Radial, GPS, Aerial Lidar, Photogrammetry, and ground-based LiDAR (if needed) topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site.

6.3 Garver will perform supplemental ground surveys to verify critical elevations and features not captured by LiDAR. This includes the collection of visible features such as valves, clean-outs, floor elevations, and other relevant surface utility elements.

TASK 7 – GEOTECHNICAL INVESTIGATION

7.1 Garver will contract with an independent licensed geotechnical engineer to perform a geotechnical evaluation for this project as a subconsultant.

7.2 For the investigation, Garver will coordinate with the geotechnical subconsultant to conduct the following geotechnical study:

(a) Drill a total of twenty (20) soil borings: sixteen (16) borings to a depth of 25 feet or auger refusal, whichever is shallower; and four (4) borings to a depth of 40 feet at the proposed influent pump station. Standard penetration tests or undisturbed soil samples will be obtained at 2- to 5-foot intervals. The four pump station borings will be advanced to the full planned depth using rock coring techniques if bedrock is encountered.
(b) Perform a laboratory testing program following completion of the borings to evaluate the physical and engineering properties of the subsurface materials. Corrosivity testing will be performed on four (4) selected borings, with test locations determined during staking and in consultation with Garver.
(c) Prepare an engineering report that includes recommendations for foundation design, seismic site classification, below-grade walls, pavement design, site grading, and general construction considerations.

7.3 Garver will review the report prepared by the licensed geotechnical engineer. This will include a review of the boring logs, laboratory test results, discussion of subsurface conditions, soil properties indicated by the field and laboratory work, seismic classification, pavement design, and the implications for design foundation and site preparation recommendations for the project.

EXTRA WORK

The following items are not included under this Agreement but will be considered as Extra Work:

(a) Revisions, due to changed conditions, after Owner's approval and Garver's completion of final documents.
(b) Submittals or deliverables in addition to those listed herein.
(c) Pilot testing.
(d) Independent construction materials testing outside of this contract.
(e) Video inspections and/or pipeline cleaning.
(f) Wastewater flow monitoring.
(g) Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
(h) Risk assessments and Emergency Response Plans in accordance with America's Water Infrastructure Act.
(i) Rate studies.
(j) Operations and maintenance services.
(k) Financial services.
(l) Receiving Stream Modeling.

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

SCHEDULE

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

Phase Description	Calendar Days	Anticipated Completion Date
Kickoff Meeting	14 days from notice to proceed	May 28, 2025
Task 1 – Project Management and Quality Assurance	Project Duration	-
Task 1.1 – Preliminary Design Project Management	Preliminary Design Project Duration	-
Task 2 – Submit Draft 10% Design Report	120 days after Kickoff meeting	September 26, 2025
Task 2 – 10% Design Workshop	14 days after draft 10% Design Report Submittal	October 10, 2025
Task 2 – Submit Final 10% Design Report	14 days after 10% design workshop	October 24, 2025
Task 3 – CMAR Solicitation / Determination	90 days from NTP for this Task	-
~~Task 4 – CMAR Onboarding~~ Task 4 – Special Services Requested By Owner	~~45 days from CMAR selection~~ Project Duration	-
Task 5 – Preliminary Design	120 days from NTP for this Task	February 5, 2026
Task 5 – Preliminary Design Workshop	14 days after Draft Preliminary Design	February 19, 2026
Task 6 – Survey	60 days from NTP for this Task	December 7, 2025
Task 7 – Geotechnical Investigation	90 days from NTP for this Task	January 6, 2026
Future Tasks		
Task 8 – Final Design	TBD	
Task 9 – Bidding Support	TBD	
Task 10 – Construction Administration Services	TBD	
Task 11 – Construction Observation	TBD	
Task 12 - Start-up Services	TBD	
Task 13 - Warranty Inspection Services	TBD	

APPENDIX B – FEES

Appendix B of the Agreement is hereby modified as follows:

Exhibit B

City of Fayetteville
Fayetteville Noland WRRF Phase I Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees
Task 1 – 10% Design Project Management	$23,627.00
Task 1.1 – Preliminary Design Project Management	$66,300.00
Task 2 – 10% Design	$231,995.00
Task 3 – CMAR Solicitation / Determination	$12,514.00
Task 4 – Special Services Requested By Owner	$35,568.00
Task 5 – Preliminary Design (30%)	$1,713,100.00
Task 6 – Survey	$85,900.00
Task 7 – Geotechnical Coordination	$56,400.00
Subtotal for 10% Contract (Shaded)	**$303,704.00**
Subtotal for Tasks Added via this Amendment 01	**$1,921,700.00**
Subtotal for Basic Services	**$2,225,404.00**

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF FAYETTEVILLE, ARKANSAS	**GARVER, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Molly Rawn*	Name: Jerry T. Martin, PE
Title: Mayor	Title: Water Team Leader
Date: _____	Date: 08/20/2025
Attest: _____ *City Clerk Treasurer, Kara Paxton*	Attest: _____ *Project Manager, Chris Randall, PE*

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

Resolution: 117-25

File Number: 2025-467

GARVER, LLC. (SERVICE AGREEMENT):

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #5, AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED $303,704.00 FOR THE PRELIMINARY DESIGN OF IMPROVEMENTS TO THE NOLAND WATER RESOURCE RECOVERY FACILITY

WHEREAS, the City recently completed a year-long master planning effort for the Noland Water Resource Recovery Facility, which took a comprehensive and in-depth look at the facility's performance and condition; and

WHEREAS, the most immediate improvements recommended by the plan were facility/equipment replacements associated with aging and deteriorating unit treatment processes such as new/increased influent pumping, aeration technology replacement, secondary clarifier rehab, headworks expansion, and tertiary filtration technology changes; and

WHEREAS, the next step in this project is to move from master plan concepts to actual engineering designs, cost estimates, and initial project delivery planning.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #25-01, Selection #5, and authorizes Mayor Rawn to sign a professional engineering services contract with Garver, LLC in an amount not to exceed $303,704.00 for the preliminary design of improvements to the Noland Water Resource Recovery Facility.

PASSED and APPROVED on May 6, 2025

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1843

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Matt Mihalevich, Active Transportation Manager
Chris Brown, Public Works Director

FROM: Dane Eifling, Mobility Coordinator

SUBJECT: **Purchase of Transit Stop Enhancement Materials**

RECOMMENDATION:
Staff recommends approval of a bid waiver and the purchase of 25 transit stop shelter structures and 3 benches from Brasco International in the amount of $269,700.00 plus applicable taxes.

BACKGROUND:
This purchase is part of the transit stop improvement grant approved by Council in August of this year to accept $203,317.25. In order to provide the required 1:1 match Ozark Regional and Razorback Transit have each committed to providing $50,829.30 for a total of $101,658.60 with City committing to match $101,658.65. The grant requires that a minimum of 17 stops be improved by September 30th of 2026. The total project funds ($406,634.50) are sufficient to improve approximately 30 stops.

DISCUSSION:
Staff requests a waiver of competitive bidding requirements for this purchase as both transit agencies require Brasco International per their standards for all shelters and seating. Ozark Regional and Razorback Transit are responsible for maintenance of all bus shelters and benches once installed.

BUDGET/STAFF IMPACT:
The Transit Stop Infrastructure project has sufficient funds for this purchase.

ATTACHMENTS: 3. Staff Review Form, 4. Quote, 5. Bus Stop Shop Drawing Approval, 6. UA Email Statement Standards for Bus Shelters, 7. ORT Email Bus Shelter Standards

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

File #: 2025-1843

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF TRANSIT STOP SHELTER STRUCTURES AND BENCHES IN THE TOTAL AMOUNT OF $269,700.00 PLUS ANY APPLICABLE SALES TAXES AND SHIPPING CHARGES FROM BRASCO INTERNATIONAL

WHEREAS, on August 19, 2025, the City Council passed Resolution 189-25 authorizing an agreement with the Northwest Arkansas Regional Planning Commission to accept $203,317.25 in grant funding to support transit stop improvements; and

WHEREAS, Ozark Regional Transit and Razorback Transit both require Brasco International equipment per their standards for all shelters and seating.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of twenty-five transit stop shelter structures and three benches in the amount of $269,700.00 plus any applicable sales and shipping charges from Brasco International.

City of Fayetteville Staff Review Form

2025-1843

Item ID

10/7/2025

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

Sara Combs	9/15/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a bid waiver and the purchase of 25 transit stop shelter structures and 3 benches from Brasco International in the amount of $269,700.00 plus applicable taxes.

Budget Impact:

4470.800.8820-5809.00	Street Improvements
Account Number	Fund
25004.2501	Transit Stop Infrastructure, NWARPC WFF Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	406,637.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**406,637.00**
Does item have a direct cost?	Yes	Item Cost	$	295,995.75
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**110,641.25**

V20221130

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

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

Original Contract Number: _____

Comments: Item cost above includes estimated taxes.

QUOTE

Quote Number: 090325R7
Quote Date: September 3, 2025
Quote Expiration: 30 Days from Quote Date
Return to: iriley@brasco.com

Quoted for:
City of Fayetteville
Dane Eifling
479-575-8243
DEifling@fayetteville-ar.gov

PREPARED BY	PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME
Ian Riley	Slimline Hip Series Structures	NET 30	± 24-26 Weeks from Approvals

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
11	SL-0512-F-0-HI-AL-TG-1-0-S	5' x 12' Slimline Series Aluminum Structure Three-Sided; Full Rear and Side Walls with Open Front Pearl Light Grey Powder Coat Painted Finish - RAL 9022 Pac-Clad Slate Grey Standing Seam Aluminum Hip Roof with 2.5" Fascia and Integral Gutter 1/4" Clear Tempered Safety Glass Wall Panels 6' Wall-Mount Aluminum Bench with Backrest and One Seat Divider Solar Lighting Package with Solar Panel, Batteries, Solar Controller, Vented Enclosure, 5-Watt LED Light, and Occupancy Motion Sensor	$11,400	$125,400
14	SL-0508-F-0-HI-AL-TG-1-0-S	5' x 8' Slimline Series Aluminum Structure Three-Sided; Full Rear and Side Walls with Open Front Pearl Light Grey Powder Coat Painted Finish - RAL 9022 Pac-Clad Slate Grey Standing Seam Aluminum Hip Roof with 2.5" Fascia and Integral Gutter 1/4" Clear Tempered Safety Glass Wall Panels 4' Wall-Mount Aluminum Bench with Backrest and One Seat Divider Solar Lighting Package with Solar Panel, Batteries, Solar Controller, Vented Enclosure, 5-Watt LED Light, and Occupancy Motion Sensor	$10,125	$141,750
3	BE-PD-6-AL-2-2-0	6' Pedestal Series Bench with Aluminum Slats and Two Seat Dividers Pearl Light Grey Powder Coat Painted Finish - RAL 9022	$850	$2,550
			Subtotal	$269,700
			Freight	Included
			Total	$269,700

This is a quotation on the above products listed and is subject to the conditions noted below.
Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Credit card payments are subject to a 3% processing fee. Brasco accepts Visa, Master Card, and American Express.

*Structural Engineering with Stamped Drawings and Structural Calculations are not included in this quotation and are an additional $1,475, per shelter type, if required.
*Concrete Pad Design and Analysis, if needed, is an additional $750. Hard Copies of Calculations, if needed, are an additional $100 per copy.

Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing.

Shelters are not shipped fully assembled. Assembly and Installation Required. All anchoring hardware is included.

Lead time begins after all approvals including drawings, color selections, applicable deposits, etc.

_____ _____
Signature of Acceptance* Date

_____ _____
Print Name Title

**The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.*

Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

Terms of Payment. Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

Warranties. Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. Any modifications or aftermarket additions to the original equipment voids all applicable manufacturers' warranties. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVRY

General Product Workmanship	1 Year
Powder Coat Finish	1 Year
Solar Panels	1 Year Per Manufacturer's Warranty
Solar Lighting Mounting Hardware	1 Year
LED Light Fixture & Engine	1 Year
Wire Harnesses and Connectors	1 Years
Solar Charge Controller	1 Year
Solar Batteries	1 Year

*Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. Batteries should be installed no later than 3 months from delivery or the battery warranties will be void.

Limited Remedies. Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance. Brasco cannot be held responsible for components that become obsolete.

Payment Late Charges, Certain Remedies and Recovery of Expenses. Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.

Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Cancellation. A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancelation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

Shipping and Delivery. Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Modifications and Delays. Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/additional information relative to this Contract become available. After 90 days, any delays outside of Brasco's control will result in price escalation using the Producer's Price Index, as published by the Bureau of Labor Statistics: Fabricated Structural Metal Products (Series Code WPU107).

Termination by Brasco. In addition to any other rights to terminate the Contract or suspend performance under the Contract,(A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/or its subcontractors in connection with the Contract ad for all other losses and costs arising from the termination.

Lead Times. Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

Change Orders. Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of $105.00, with relevant material cost and additional labor fees applied.

Purchaser Approvals. In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively effects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

Rejections and Returns. Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

Taxes. A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Severability. If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

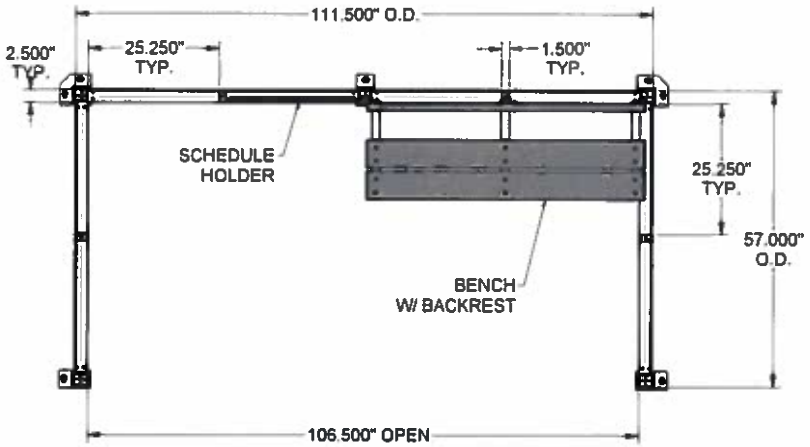


SIDE ELEVATION



FRONT ELEVATION





PLAN VIEW
SECTION A-A

10/4/18

QUANTITY (2) SHELTERS THUS
SPECIFICATIONS:
-RAL 9022 LIGHT PEARL GRAY POWDER COATED ALUMINUM STRUCTURE
-1/4" CLEAR TEMPERED SAFETY GLASS
-STANDING SEAM HIP ROOF W/ FASCIA / GUTTER SYSTEM (COLOR TBD)
-PARTIAL LENGTH CEDEAR HDPE BENCH W/ BACKREST
-24" X 36" SCHEDULE HOLDER

BRASCO INTERNATIONAL, INC.
32400 INDUSTRIAL DR
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL.

CUSTOMER: UNIVERSITY OF ARKANSAS			DESIGNER: RCG	CHECKED: 9-26-18
PROJECT: STANDING SEAM HIP TRANSIT SHELTER			DATE: 9-26-18	DATE: SJT
MODEL: SL-0510-F-0-HI-AL-TG-0-0-0	JOB #: 5564		SHEET: 001	REVISION: A

Eifling, Dane

From: Adam Waddell <ewaddel@uark.edu>
Sent: Thursday, September 18, 2025 9:55 AM
To: Eifling, Dane
Subject: Transit Shelters
Attachments: Bus Stop Shop Drawing approval.pdf

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dane,

I have attached the cut sheet for the Brasco shelters that we use. These are the only pre-fabricated shelter that we have installed for 10 plus years. These are also being incorporated into our formal A/E guide for campus standards. Due the limited resources that we have and the maintenance agreement for City installed shelters it is vital that the shelters are uniform throughout the system.

Thank You,

E. Adam Waddell
Director
Razorback Transit

Office: 479-575-6292

Transit and Parking | 116 BUSB
University of Arkansas | Fayetteville, AR 72701

ewaddel@uark.edu



Eifling, Dane

From: Joel Gardner <jgardner@ozark.org>
Sent: Tuesday, September 16, 2025 11:41 AM
To: Eifling, Dane; ewaddel@uark.edu
Cc: Stephen Polumbo
Subject: RE: Brasco Int'l

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.

ORT does not state a standard, however, to maintain consistence in our shelter looks, parts replacement and familiarity for installation, we continue to procure Brasco shelters. The model ORT procures is the Slimline Series Aluminum Structure that is 5x10, full rear and sidewalls painted ivy green with the standing seam aluminum hip roof.

Joel Gardner
Executive Director
P 479-361-8742
E jgardner@ozark.org

Ozark Regional Transit Authority
2423 E. Robinson Avenue
Springdale, AR 72764
ozark.org

From: Eifling, Dane <deifling@fayetteville-ar.gov>
Sent: Tuesday, September 16, 2025 10:14 AM
To: ewaddel@uark.edu; Joel Gardner <jgardner@ozark.org>
Cc: Stephen Polumbo <polumbo@uark.edu>
Subject: FW: Brasco Int'l

Joel, Adam,
Can you please provide any substantiating documents such as standard from bus stops that say Brasco materials are the standard for Razorback and ORT?

If you don't have an existing document just a letter or an email saying that your agencies use Brasco shelters for uniformity and standardization for maintenance and repair purposes may be enough.

I hate to rush you but this will need to be **submitted by tomorrow** in order to make the next council meeting.

Dane Eifling
Mobility Coordinator
City of Fayetteville, AR
Phone 479.575.8243
CITY OF FAYETTEVILLE ARKANSAS

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, September 15, 2025 4:18 PM
To: Eifling, Dane <deifling@fayetteville-ar.gov>; Combs, Sara <scombs@fayetteville-ar.gov>
Subject: Brasco Int'l

Dane and Sara,

We're trying to get ahead on upcoming agenda items and I'm working on the resolution for the Brasco Int'l transit stop improvements. The memo says: Staff has requested to waive competitive bidding for this purchase as both transit agencies require Brasco International per their standards for all shelters and seating. Ozark Regional and Razorback Transit are responsible for maintenance of all bus shelters and benches once installed.

Where does this information come from? In order to waive competitive bidding we have to establish that it's not feasible or practical to bid and I need some kind of backup for a statement like this.

Thanks,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1723

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

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

FROM: Paul Libertini, Staff Engineer

SUBJECT: **Hwy 112/Garland Ave (Janice Ave to Drake St) – Design Supplemental Agreement No. 3 with Burns & McDonnell Engineering Company**

RECOMMENDATION:
A Resolution to approve Supplemental Agreement No. 3 to the contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $929,515.00 for construction management and additional design services, and approve a Budget Adjustment.

BACKGROUND:
On January 3, 2017, the City Council approved the City's participation in a revised Partnering Agreement with the Arkansas Department of Transportation (ARDOT) to make needed improvements to Hwy 112 (Resolution 27-17). Upon completion of the improvements to Hwy 112, the City agreed to assume ownership and responsibility of Hwy 112 from Hwy 16 (15th St) to Interstate 49. This resolution also authorized Mayor Jordan to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

On September 19, 2017, the Mayor signed the Agreement of Understanding with ARDOT obligating the City to manage the improvements of Hwy 112 from Poplar Street to Drake Street. The City will be managing project design, right-of-way acquisition, utility relocations, bidding and construction management.

On June 4, 2019, the Mayor signed the Agreement for Engineering Services with Burns & McDonnell Engineering Company, Inc. in the amount of $618,186.00 to develop construction plans for this street widening project.

On June 16, 2020, the Mayor signed Supplemental Agreement No. 1 with Burns & McDonnell Engineering Company, Inc. in the amount of $52,967 for additional water & sewer design services associated with this project.

In July of 2015, ARDOT completed the Hwy 112 Corridor Study which looked at approximately 20 miles of Hwy 112 starting at Janice Ave in Fayetteville which coincides with the starting point of the City's project and terminating in Bentonville at Hwy 12. During the environmental phase of this corridor, FHWA required that noise studies be performed on certain sections of the 20-mile corridor.

On February 15, 2022, the Mayor signed Supplemental Agreement No. 2 with Burns & McDonnel Engineering Company, Inc. in the amount of $28,282 to perform a detailed noise analysis required by the Federal Highway Administration (FHWA). The Traffic Noise Report concluded that none of the barriers were able to be

designed to meet all of the ARDOT criteria and therefore no barriers were recommended for the Project area.

The 100% design plans have been submitted to ARDOT and the City has received minor revision comments. Land Acquisition is nearly complete and the City will be certifying the r/w and requesting authorization to bid this project for construction in the next month.

Supplemental Agreement #3 (SA #3) to the design contract with Burns & McDonnell Engineering Company, Inc. has been prepared for construction management and additional design services. SA #3 has been submitted to ARDOT for review and comment.

DISCUSSION:
ARDOT has completed their review and has approved SA #3 with Burns & McDonnell Company, Inc. The Mayor's signature is required on SA #3 so that it may be executed by the Department.

BUDGET/STAFF IMPACT:
This project will be fully (100%) funded by the ARDOT. The City will make the initial payments to the Consultant from the Transportation Bond Program fund and then request 100% reimbursement from the Department.

Account #	Project #	Amount
4470.800.8835-5314.00	06035.3800	$929,515.00
TOTAL		$929,515.00

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Supplemental Agreement #3, 6. Hwy. 112 Partnering Agreement Executed w/o attachments

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

File #: 2025-1723

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 3 TO THE CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED $929,515.00 FOR CONSTRUCTION MANAGEMENT AND ADDITIONAL DESIGN SERVICES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 4, 2019, the City entered into the original Agreement for Engineering Services with Burns & McDonnell Engineering Company, Inc. to develop construction plans for improvements to Highway 112; and

WHEREAS, Supplemental Agreement No. 3 will allow for construction management and additional design services associated with the project.

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 Supplemental Agreement No. 3 to the agreement with Burns & McDonnell Company, Inc. in an amount not to exceed $929,515.00 for construction management and additional design services related to improvements to Highway 112.

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

City of Fayetteville Staff Review Form

2025-1723

Item ID

10/7/2025

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

Paul Libertini	9/11/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to approve Supplemental Agreement No. 3 to the contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $929,515.00 for construction management and additional design services, and approve a Budget Adjustment.

Budget Impact:

4470.800.8835-5314.00	Sales Tax Capital Improvement
Account Number	Fund
06035.3800	Hwy 112 (Poplar St - Drake St)
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,490,932.00
		Expenses (Actual+Encum)	$	1,357,533.00
		Available Budget	**$**	**1,133,399.00**
Does item have a direct cost?	Yes	Item Cost	$	929,515.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	929,515.00
		Remaining Budget	**$**	**1,133,399.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 137-19, 165-20, 49-22

Change Order Number:

Approval Date:

Original Contract Number: 2019-00000026

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Paul Libertini	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize Federal-aid and State funds of $929,515 available for construction management and additional design services for the Hwy 112 (Poplar St - Drake St) which will be 100% reimbursed by the Arkansas Department of Transportation (ARDOT).

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1723**

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	929,515	929,515				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.800.8835-4309.00	-	929,515	06035	3800	RE	Federal Grants - Capital
4470.800.8835-5314.00	929,515	-	06035	3800	EX	Professional Services
		-				
		-				
		-				
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	-	-				
	-	-				

Supplemental Agreement No. 3
Job No. 040720
Poplar St. – Drake St. (Fayetteville) (S)
Washington County

Date: _____

WHEREAS, the City of Fayetteville, Arkansas and Burns & McDonnell Engineering Company, Inc. entered into an Agreement for Engineering Services on June 4, 2019; and,

WHEREAS, representatives of the City of Fayetteville requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement:

MODIFICATIONS:

1) The "Contract Ceiling Price" (Section 1.2) is increased from $699,435 to $1,628,950.

2) The "Title I Services Ceiling Price" (Section 1.13) is increased from $699,435 to $862,491.

    a. Increased price is due to design changes requested between 90% and 100% plan development as well as schedule delays for the project that resulted in longer duration of project administration and management. See Appendix A-2 – Justification of Fees and Costs for detail.

3) The "Title II Services Ceiling Price" (Section 1.16) shall be modified as follows:

    a. The first sentence, "The Title II Services Ceiling Price for this Agreement is not applicable (NA)." Shall be changed to read "The Title II Services Ceiling Price for this Agreement is $766,459."

4) The fixed fee (Section 3.4) is increased from $56,358 to $73,828.

    a. Increased fixed fee is due to design changes requested between 90% and 100% plan development as well as schedule delays for the project that resulted in longer duration of project administration and management. See Attachment A-2 – Justification of Fees and Costs for detail.

5) The duration (Section 17.1) for Title I Services shall be extended to an anticipated completion of date of July 31, 2025. The duration for Title II Services is anticipated to be 20 months from Construction Notice to Proceed, with an anticipated completion of March 31, 2027.

6) The Scope of Work shall be modified to include Scope of Work for Title II Services. See Appendix A-1A Scope of Work for Title II Services.

7) See Appendix A-2 for modifications to Justification of Costs and Fees.

    a. Costs and Fees associated with 2a, and 4a above are described in:
        i. Worksheet titled - Design Changes Since 90% - SA#3
        ii. Worksheet titled - Increased Project Administration Due to Schedule Delays – SA#3
    b. Costs and Fees associated with 3a above are described in:
        i. Worksheet titled – Construction Admin. & Observation – SA#3
        ii. Worksheet titled – Subconsultant Summary – SA#3
        iii. Worksheet titled – CMT Construction Materials Testing – SA#3
        iv. Worksheet titled – ROW & Easement Staking – SA#3
        v. Worksheet titled – Asbuilt – Record Drawing Survey – SA#3

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 3, to be effective upon the date set out above.

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

BY:

_____

Steven Beam, P.E.
Business Manager

CITY OF FAYETTEVILLE, AR

BY:_____

Molly Rawn
Mayor

BURNS McDONNELL

APPENDIX A-1A

SCOPE OF WORK FOR TITLE II SERVICES

ARDOT JOB 040720
Poplar St. – Drake St. (Fayetteville)(S)
Washington County

A. GENERAL

This work consists of providing construction administration and observation services to assist the OWNER during construction of the project. The CONSULTANT's services do not constitute full-time on-site services and cannot make any guarantees regarding the Contractor's performance or adherence to the Project requirements. Therefore, it is understood that the OWNER's staff may perform its own inspections.
The CONSULTANT is not responsible for the accuracy or validity of information provided by the OWNER and may rely upon the same without independent verification.

CONSULTANT does not guarantee the performance of or warrant the work, work product, or deliverables of any of OWNER's separate contractors or designers or subcontractor, or the performance or actions of any third parties impacting, exercising control over, or that have legal, regulatory, permitting, or other jurisdiction involving the project or its participants. CONSULTANT's execution of this scope of work shall not cause CONSULTANT to assume any liability for any contractor(s') failure to perform it's work in accordance with its contract documents or for contractor(s)' defects in the work, which remain the sole responsibility of the OWNER's contractor. The Contractor is fully responsible for the means and methods of jobsite safety for construction personnel. It is the Construction Contractor's obligation to enforce adherence to the Federal, State and local laws, rules and regulations concerning construction and jobsite safety. OWNER agrees to look solely to its other contractors to assure that they comply with the specifications and performance standards imposed upon those other contractors. OWNER will look solely to its other contractors for quality control and quality assurance with respect to those contractors' scopes of work, specifications and performance standards.

Notwithstanding anything herein the contrary, OWNER agrees that CONSULTANT's services do not require, obligate, or create the duty of CONSULTANT to discover all defects, deficiencies, or problems that may exist in any work that is viewed. OWNER agrees that CONSULTANT is not being engaged to serve as construction contractor or to provide quality control or assurance in connection with construction. CONSULTANT's review and observation is limited in scope and duration and neither Party intends CONSULTANT to assume any liability to OWNER or others for the proper, fabrication, assembly, preparation, or installation of the work.

CONSULTANT will maintain a safety program solely for its employees and CONSULTANT's subconsultant's employees. CONSULTANT specifically disclaims any authority or responsibility for general jobsite safety and for the safety of persons who are not the employees of CONSULTANT or CONSULTANT's subconsultant(s). It is understood and agreed that the CONSULTANT will not be responsible for the job safety or site safety of the project and shall not be responsible for compliance with safety programs and related OSHA regulations required to be followed by the Contractor or its employees, Subcontractors, and agents. Jobsite safety shall be the sole responsibility of OWNER or its Contractor.

B. SCHEDULE

These services shall commence at the Notice of Award and continue through Final Acceptance of the Project by the OWNER. The Project Schedule stated in the Project Manual is 540 calendar days to final acceptance. It is anticipated that some services including project closeout and as-built – record drawing development will be performed after construction is complete. Therefore, the total duration of Title II Services is anticipated to be 20 months, starting from the Owners notice to proceed to the contractor. If the

construction duration exceeds the 540-calendar day limit, the CONSULTANT will be entitled to additional compensation.

C. PROJECT MANAGEMENT AND CONSTRUCTION ADMINISTRATION

As a part of the Project Management and Construction Administration, the CONSULTANT will:

1. Assist OWNER with review and coordination of construction contract documents, agreement, bonds and certificate of insurance. Distribute copies to OWNER, CONSULTANT, and contractor. Maintain copies of documents in the project file.

2. Schedule and conduct a pre-construction conference for the Project. Keep meeting notes to generally summarize discussion during the meeting and maintain an attendance log for the meeting. Following the meeting, distribute the meeting notes to all on the attendance log.

3. Track, review and maintain a log of up to forty (40) materials submittals and/or shop drawings from the contractor, only for work where the CONSULTANT was the Designer of Record. This review is for general conformance to the requirements of the plans and specifications.

4. Assist OWNER with preparation of the contractor's Notice to Proceed.

5. Assist OWNER with evaluation of up to sixty (60) requests received from the Contractor for time extensions, contract changes, requests for information, extra work, and proposals.

6. Process Supplemental Agreements pursuant to the construction contracts for necessary changes and potential solutions to the OWNER for final decision.

7. Schedule and manage subconsultant responsible for Survey Staking for right-of-way lines and easements as provided in section G of this Scope of Work.

8. Schedule and manage subconsultant responsible for Construction Materials Testing as provided in section F of this Scope of Work.

9. Identify and monitor project permit requirements and notify the Contractor and the OWNER of potential violations.

10. The CONSULTANT will conduct bi-weekly construction meetings on the project with the contractor and their subcontractors, the OWNER's project representative and other interested parties to review the work schedule, plan changes, construction problems or other matters. The notes from these meetings will be distributed to all parties in attendance after completion of the meeting.

D. CONSTRUCTION OBSERVATION

The CONSULTANT will make periodic site visits to observe the progress of construction. The observer's site attendance shall be at the CONSULTANT's discretion, or at the OWNERs request based on nature and needs of the construction work being executed on a day-to-day basis. As such the observer's work hours shall not reflect the Contractor's work hours. Construction observation is anticipated to average 20 hours per week for the duration of the project and will not be "full-time". OWNER understands that CONSULTANT's observations will by their nature not be exhaustive and not intended to function as quality control or quality assurance of construction contractor's work.

When feasible, the CONSULTANT will be present for construction materials testing as described in section F below.

The CONSULTANT will observe installation of water and sewer utilities and will be present to observe water and sewer testing as described in the City of Fayetteville Water and Sewer Specifications. Testing will be the responsibility of the contractor.

The CONSULTANT will perform the following observation services:

1. Maintain daily observation reports, including, weather, conditions of the construction site, construction activities being performed, material deliveries, testing performed, and correspondence in the field.

2. Coordinate with the OWNER and contractor to prepare pay applications on a monthly basis, including verification of quantities, work completed, and materials stored.

3. Observe traffic control devices, lane closures, traffic queue lengths, travel time through project and other impacts on traffic in accordance with the Maintenance of Traffic Plans. Coordinate and notify Owner when changes in traffic patterns are planned, so they may notify the public.

4. Periodically observe the Contractor's documentation pertaining to the U.S. Army Corps of Engineers Nationwide Permit, National Pollutant Discharge Elimination System (NPDES) permits and Short Term Activity Authorization permits issued by the Arkansas Department of Environmental Quality.

E. CONSTRUCTION CLOSEOUT

Upon notification from the Owner that the project is nearing substantial completion, the CONSULTANT will perform the following services to close the project out:

1. Upon the OWNERs request, the CONSULTANT will perform one (1) pre-final walk through, with the OWNER and contractor to observe and document any testing to be completed, and/or construction scope items remaining to be completed. Upon completion of the pre-final walk-through, the CONSULTANT will prepare a report and a general list of tasks remaining to complete the scope of work for the project and will send this to OWNER. This list will not be inclusive of all items to be completed for the project but will generally identify areas of the project where scope of work remains to be completed.

2. Upon the OWNERs request, the CONSULTANT will perform one (1) Substantial Completion Walk Through with the OWNER and Contractor. The CONSULTANT will document punch list items and will include pictures where feasible. The punch list and pictures will be provided to the OWNER and Contractor after completion of the walk through. The OWNER shall be responsible for determination of whether the project qualifies as Substantially Complete.

3. Once the OWNER has determined that the project construction is Substantially Complete, the CONSULTANT will assist the OWNER in preparing a Certificate of Substantial Completion.

4. Following the issuance of the Certificate of Substantial Completion, the CONSULTANT will observe the progress of completion of punch list items and communicate opinion of progress with the OWNER.

5. Upon the OWNERs request, the CONSULTANT will perform one (1) Final Walk Through with the OWNER and Contractor. The CONSULTANT will document punch list items and will include pictures where feasible. The punch list and pictures will be provided to the OWNER and Contractor after completion of the walk through. The OWNER shall be responsible for determination of whether the project qualifies for Final Completion.

6. Once the OWNER has determined that the project construction is Complete, the CONSULTANT will assist the OWNER preparation of a Certificate of Final Completion.

7. Upon issuance of the Certificate of Final Completion, the CONSULTANT will prepare and provide Record Drawings based on CONSULTANT's and Contractor's field redlines and an as-built survey of water and sewer features visible at the surface. CONSULTANT's designs record drawing documents produced by CONSULTANT shall be for information only, and shall not be used, re-used or altered, either in whole or in part for any other purpose by OWNER or any other party

without release of liability from the CONSULTANT. Any such use by OWNER is at OWNER's sole risk and liability and CONSULTANT shall be held harmless from the same. The CONSULTANT will assist the owner in preparation of a final reconciliation change orders (if necessary) for the project and will coordinate with the Contractor and OWNER to prepare the final pay application.

F. CONSTRUCTION MATERIALS TESTING

The CONSULTANT will perform construction materials testing of component materials and completed work items to observe and document if the construction, as and where tested, is in general conformance with the plans, specifications and contract provisions. It is expected that services for construction materials testing will include the following tests, each listed with the anticipated number of trips required for this project:

- Proof roll and subgrade testing (23 Trips, 1 hour each trip, Geotechnical Engineer or Rep.),
- Laboratory soil sampling and testing (Gradation/Proctor) (6 Samples/tests),
- Field density testing (54 trips, 4 tests per trip, Certified Tech),
- Reinforcing bar observations (18 trips, 1 hour each trip, Geotechnical Engineer or Rep.),
- Cast-in-place concrete testing, (60 Trips, 1 hour each trip, Certified Tech),
- Asphalt Field Coring (2 Trips, 11 Cores total, Certified Tech),
- Asphalt Testing (6 Trips for Samples - Certified Tech, 8 hours lab work).

The CONSULTANT will provide the services of a Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the ARDOT's "Manual of Field Sampling and Testing Procedures" unless the Project Manual specifies differently. The Testing Laboratory shall be certified by the Center for Training of Transportation Professionals (CTTP).

Results from tests performed and materials sampled will be provided to the OWNER and Contractor in a timely manner. The CONSULTANT will maintain a record of these results and document testing activities on daily observation reports. In the event of a test that does not comply with the project plans or specifications, the CONSULTANT will provide options to the OWNER regarding acceptance, replacement, or other remedies. The acceptance or rejection of such work, whether as-is, replaced, or remedied in some way, is solely up to the OWNER, and CONSULTANT assumes no liability for the work performed by the Contractor.

OWNER understands and agrees that testing is not exhaustive and does not guarantee that all work and materials incorporated into the project by the construction contractor will be conforming, or that nonconforming materials or work will be revealed beyond the quantity of work observed and tested.

G. RIGHT OF WAY AND EASEMENT STAKING – IF REQUESTED

If Requested by the OWNER, the CONSULTANT will provide construction layout services of Right-of-Way and Easement lines for the project. Services will include layout of points for the following lines: right-of-way, drainage easements, general utility easements, grading and utility easements, and temporary construction easements. Points will be staked at 200-foot intervals, except where line or curve segments are less than 200-feet long, in which case corners or changes in direction will also be staked. Points will be marked with 60d nails with pink whiskers attached and 36" tall wooden lathes including a written description of the point.

It is the Contractor's responsibility to protect and maintain these stakes. This scope of work includes staking each of the lines mentioned above up to two times as requested by the OWNER. Any additional staking will be the responsibility of the Contractor. Staking is not for the reliance of any third party right of way or easement user, who has the sole responsibility and liability to determine location of any installation.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County
TOTAL PROJECT SUMMARY-SA#3

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	160	$24,597	$2,952	$0	$27,549
SUPPLEMENTAL AGREEMENT NO. 3	84	$12,427	$1,491	$0	$13,918
ENVIRONMENTAL CLEARANCE DOCUMENTATION	342	$46,702	$5,604	$3,536	$55,842
SUPPLEMENTAL AGREEMENT NO. 1	-67	($9,375)	($1,125)	($700)	($11,200)
SUPPLEMENTAL AGREEMENT NO. 2	154	$23,328	$2,799	$2,155	$28,282
TRAFFIC DESIGN & PLANS	138	$18,673	$2,241	$249	$21,163
ROADWAY DESIGN & PLANS	2,447	$318,521	$38,223	$175	$356,919
SUPPLEMENTAL AGREEMENT NO. 3	1,010	$133,159	$15,979	$0	$149,138
BRIDGE DESIGN & PLANS	0	$0	$0	$0	$0
FLOODPLAIN MODELING	0	$0	$0	$0	$0
ROW DESIGN & PLANS	Subconsultant performed services				
FIELD SURVEYS AND MAPPING	Subconsultant performed services				
GEOTECHNICAL	Subconsultant performed services				
WATER & SEWER RELOCATION DESIGN (SA NO. 1)	378	$47,198	$5,664	$105	$52,967
ORIG. SUBTOTAL TITLE I	**3,087**	**$408,493**	**$49,020**	**$3,960**	**$461,473**
SUPPLEMENTAL NO. 1 SUBTOTAL TITLE I	**311**	**$37,823**	**$4,539**	**($595)**	**$41,767**
SUPPLEMENTAL NO. 2 SUBTOTAL TITLE I	**154**	**$23,328**	**$2,799**	**$2,155**	**$28,282**
SUPPLEMENTAL NO. 3 SUBTOTAL TITLE I	**1,094**	**$145,586**	**$17,470**	**$0**	**$163,056**
ADJ. SUBTOTAL TITLE I	**4,646**	**$615,230**	**$73,828**	**$5,520**	**$694,578**
SUBCONSULTANTS TITLE I					
McClelland Consulting Engineers, Inc.	1,798	$124,843	$14,981	$16,889	$156,713
Harbor Environmental (SA No. 1)	87	$8,964	$1,076	$1,160	$11,200
ORIG. SUBTOTAL SUBCONSULTANTS TITLE I	**1,798**	**$124,843**	**$14,981**	**$16,889**	**$156,713**
ADJ. SUBTOTAL SUBCONSULTANTS TITLE I	**1,885**	**$133,807**	**$16,057**	**$18,049**	**$167,913**
ORIG. TOTAL TITLE I	**4,885**	**$533,336**	**$64,001**	**$20,849**	**$618,186**
ADJ. TOTAL TITLE I	**6,531**	**$749,037**	**$89,885**	**$23,569**	**$862,491**
TITLE II SERVICES	**HOURS**	**SALARY**	**FEE**	**EXPENSES**	**TOTAL**
CONSTRUCTION ADMIN. & OBSERVATION - SA#3	3,658	$651,198	$0	$8,231	$659,429
SUBCONSULTANTS TITLE II					
CMT - CONSTRUCTION MATERIALS TESTING - SA#3	574	$44,354	$0	$11,797	$56,151
ROW & EASEMENT STAKING - SA#3	360	$31,332	$0	$595	$31,927
ASBUILT - RECORD DRAWING SURVEY - SA#3	220	$18,889	$0	$63	$18,952
ORIG. TOTAL TITLE II	**0**	**$0**	**$0**	**$0**	**$0**
ADJ. TOTAL TITLE II	**4,812**	**$745,773**	**$0**	**$20,686**	**$766,459**
ORIG. TOTAL PROJECT	**4,885**	**$533,336**	**$64,001**	**$20,849**	**$618,186**
ADJ. TOTAL PROJECT	**11,343**	**$1,494,810**	**$89,885**	**$44,255**	**$1,628,950**

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

DESIGN CHANGES SINCE 90% - SA#3

MANHOURS

TASK	PD	PM	SE	STFE	CAD	ASST	TOTAL
Final Design (90%/100%) - Design Changes (The following changes were requested between 90% and 100%)							
#1 - Design, Model and Detail U-turn at 3 locations	2	4	16	12	40		74
#2 - Design, Detail and Special Provisions - City Fiber Conduit and Pull Boxes		8	16	16	24		64
#3 - Garland Ave Street Lighting - Photometric Design, Light and Foundation Detail, Conduit Routing & SPs	2	16	24	40	40		122
#4 - Meadow Valley Trail Lighting - Photometric Design, Light and Foundation Detail, Conduit Routing & SPs	2	10	8	20	16		56
#5 - Design and Detail Lighting Electrical Systems (Controllers, Conductors, Circuits, Conduit Size)	2	12	20	60	40		134
#6 - Design, Detail and Special Provision - RRFB's for Multilane Ped Crossings at RBT	2	8	8		24		42
#7 - Design, Detail and Special Provision - Transit Stop Locations for Razorback Transit	2	8		20	16		46
#8 - Design, Detail and Special Provisions - Concrete Paving for RBT, Medians and at NW Corner Drake	2	10		16	20		48
#9 - Design and Detail modification to U of A Parking lot along W. Altheimer Dr. just west of project limits.		2	6		16		24
#10 - Elm St. was gravel, but then changed to paved street. Adjust plans to show intersection improvements		2		8	12		22
#11 - Expand Meadow Valley Trail Reconstruction by +200ft north of Ernie Jacks due to utility construction				8	8		16
#12 - Change 12 crosswalks to TR1 for Trail crossings		2		8	32		42
#13 - Change sidewalk to Trail at NE Corner Drake/Garland to match TR1 Trail Crossing		2		8	12		22
#14 - Plan Changes to Support ROW Acquisition at VIA Property (Drainage changes, and Easement Changes)		8		12	24		44
#15 - Plan Changes to Support ROW Acquisition at Garland Townhouses Property		6		8	20		34
#16 - Meetings, Coordination and document preparation for ROW discussions with UA	4	10			16		30
#17 - Update Quantities, Bid Schedule and OPCC due to design changes 1-17 above		8	16	20	32		76
#18 - Additional site visits to confirm changes in the field survey data		4		24			28
#19 - Regulation Changes - PROWAG / MUTCD Compliance Updates		2	12		12		26
#20 - U of A - Special Fencing (Develop Details, Special Provisions and Update Plans and Bid Docs)		12		24	24		60
TOTAL MH - DESIGN CHANGES SINCE 90% - SA#3	18	134	126	304	428	0	1,010

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	18	$1,350
PM - Project Manager	$65.00	134	$8,710
SE - Senior Civil Engineer	$50.00	126	$6,300
STFE - Staff Civil Engineer	$40.00	304	$12,160
CAD - CAD	$30.00	428	$12,840
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$41,360
	Overhead	221.95%	$91,799
		Subtotal	$133,159
		Fee	$15,979
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$149,138**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
			Subtotal Expenses	$0
			TOTAL COSTS - DESIGN CHANGES SINCE 90% - SA#3	**$149,138**

BASIS OF ESTIMATE

Description
90% Plans were issued on July 9, 2021. The list of changes above, and those hours associated with each task are based time needed to adjust the construction documents.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

INCREASED PROJECT ADMINISTRATION DUE TO SCHEDULE DELAYS - SA#3

MANHOURS

TASK	PD	PM	SE	STRE	STFE	CAD	ASST	TOTAL
General								
Progress Reports and Invoicing		10					34	44
Project Meetings & Client Coordination		24	16					40
ATION DUE TO SCHEDULE DELAYS - SA#3	0	34	16	0	0	0	34	84

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	34	$2,210
SE - Senior Civil Engineer	$50.00	16	$800
STFE - Staff Civil Engineer	$40.00	0	$0
CAD - CAD	$30.00	0	$0
ASST - Project Assistant	$25.00	34	$850
		Subtotal	$3,860
	Overhead	221.95%	$8,567
		Subtotal	$12,427
		Fee	$1,491
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$13,918**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)		each	$0.08	$0
Printing (11 x 17)		each	$0.35	$0
Plotting (22 x 34)		each	$1.35	$0
Mileage (2 trips at 850 miles, 2 trips at 400 miles)		mile	$0.535	$0
Lodging		each	$91.00	$0
Meals (per day)		each	$51.00	$0
			Subtotal Expenses	$0
TOTAL COSTS - INCREASED PROJECT ADMINISTRATION DUE TO SCHEDULE DELAYS - SA#3				**$13,918**

BASIS OF ESTIMATE

Description
Extended project timeline resulted in additional timeframe, invoicing, client meetings, and coordination for the project.

CONSTRUCTION ADMIN. & OBSERVATION - SA#3

MANHOURS

TASK	PD	PM	SE	FREP	STFE	CAD	ASST	TOTAL
PROJECT MANAGEMENT AND ADMIN								
Project Reports & Invoicing (20 months)	20	80					160	260
PRECONSTRUCTION								
IFC Contract Documents, NTP, Insurance, Bonding, etc.	2	4	2	8				16
Pre-Construction Conference	4	4	8	8	8			32
Submittal Review		10	20	20	80			130
CONSTRUCTION OBSERVATION								
Daily Observation (avg. 20 hrs/wk x 80 wks)		30	200	1,170	200			1,600
Observation Reports, Progress Reports and Scheduling (avg. 5 hrs/wk x 80 wks)				300	100			400
Pay Applications and Verification of Quanitities (1 per month = 20)		20		120	60			200
Bi-Weekly Progress Meetings (Agenda, Meeting, and Minutes) (78 meetings)		20	20	100	78			218
RFI's, Work Orders and Field Change Directive		40	20	180	40	80		360
Material Testing (FREP on Site for all testing, 2hr / test, 60 tests)				120				120
Water and Sewer Testing (FREP on Site for all testing)				100				100
Signals Testing				16				16
CONSTRUCTION CLOSEOUT								
Final Inspection (Anticipate 3 inspections, prefinal, S.C. & F.C.)		24	24		24			72
Punch List and Pictures			8	20	16			44
Final Reconcilliation Change Order		2		8				10
Record Drawings		10		20	10	40		80
TOTAL MH - CONSTRUCTION ADMIN. & OBSERVATION - SA#3	26	244	302	2,190	616	120	160	3,658

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$80.00	26	$2,080
PM - Project Manager	$70.00	244	$17,080
SE - Senior Civil Engineer	$55.00	302	$16,610
FREP - Field Representative	$45.00	2,190	$98,550
STFE - Staff Civil Engineer	$40.00	616	$24,640
CAD - CAD	$35.00	120	$4,200
ASST - Project Assistant	$30.00	160	$4,800
		Subtotal	$167,960
		Title II Multiplier (FY23) 3.877	$651,198
		Subtotal Labor Costs	**$651,198**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11) (Project Manual is 660 sheets, 4 copies)	2,640	each	$0.08	$211
Printing (11 x 17) (Plan Set is 150 Sheets, 4 half size copies)	600	each	$0.35	$210
Plotting (22 x 34) (Plan Set is 150 Sheets, 4 full size copies)	600	each	$1.35	$810
Mileage (estimate 400 working days = 500 trips @20 mi. per trip)	10,000	mile	$0.700	$7,000
			Subtotal Expenses	$8,231
			TOTAL COSTS - CONSTRUCTION ADMIN. & OBSERVATION - SA#3	**$659,429**

BASIS OF ESTIMATE

Description
The basis of these Title II services is what is anticipated to be necessary to provide comprehensive construction observation and administration. This is based on a construction duration of 20 months and the scope of work described in the Issued for Bid project documents. Changes to the project scope, or changes in the duration of the construction contract from what are stated herein may warrant revisions to the Title II services.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County
SUBCONSULTANT SUMMARY-SA#3

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
ENVIRONMENTAL CLEARANCE DOCUMENTATION-SA#1	87	$8,964	$1,076	$1,160	$11,200
ROADWAY	84	$10,512	$1,261	$0	$11,773
FIELD SURVEYS AND MAPPING	998	$66,208	$7,945	$1,445	$75,598
ROW DESIGN & PLANS	547	$36,855	$4,423	$0	$41,278
GEOTECHNICAL	169	$11,268	$1,352	$15,444	$28,064
ORIG. SUBCONSULTANT TOTAL TITLE I	1,798	$124,843	$14,981	$16,889	$156,713
SUBCONSULTANT TOTAL TITLE I - SA#1	87	$8,964	$1,076	$1,160	$11,200
ADJ. SUBCONSULTANT TOTAL TITLE I	1,885	$133,807	$16,057	$18,049	$167,913
TITLE II SERVICES	**HOURS**	**SALARY**	**FEE**	**EXPENSES**	**TOTAL**
CMT - CONSTRUCTION MATERIALS TESTING	574	$44,354	$0	$11,797	$56,151
ROW & EASEMENT STAKING	360	$31,332	$0	$595	$31,927
AS BUILT - RECORD DRAWING SURVEY	220	$18,889	$0	$63	$18,952
ORIG. SUBCONSULTANT TOTAL TITLE II	0	$0	$0	$0	$0
SUBCONSULTANT TOTAL TITLE II - SA#3	1,154	$94,575	$0	$12,455	$107,030
ADJ. SUBCONSULTANT TOTAL TITLE II	1,154	$94,575	$0	$12,455	$107,030

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

CMT - CONSTRUCTION MATERIALS TESTING - SA#3 ***McClelland Consulting Engineers, Inc.***

MANHOURS

TASK	GE	PE	CLR IV	LT IV	LT V	LT VI	LT VIII				TOTAL
Construction Materials Testing & Reports			61	162	124						347
Special Inspections & Reports		12	35			55	35				137
Project & Design Coordination	25	65									90
TOTAL MH - CMT	25	77	96	162	124	55	35	0	0	0	574

LABOR COSTS

Category - Description	Rate	MH	Amount
GE - Geotechnical Engineer	$55.40	25	$1,385
PE - Project Engineer	$43.88	77	$3,379
CLR IV - Clerical IV	$23.00	96	$2,208
LT IV - Lab Technician IV	$19.00	162	$3,078
LT V - Lab Technician V	$21.00	124	$2,604
LT VI - Lab Technician VI	$23.00	55	$1,265
LT VIII - Lab Technician VIII	$27.00	35	$945
		0	$0
		0	$0
		0	$0
		Subtotal	$14,864
		Title II Multiplier (FY23) 2.984	$44,354
		Subtotal Labor Costs	**$44,354**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Mileage	1,392	ea	$0.70	$974
Densities	216	ea	$18.00	$3,888
Standard Proctor Test (AASHTO T99)	2	ea	$250.00	$500
Modified Proctor Test (AASHTO T180)	2	ea	$300.00	$600
Class 7 Aggregate Gradation (AASHTO T11 & T27)	2	ea	$225.00	$450
Concrete Cylinder Specimens	200	ea	$25.00	$5,000
Asphalt Cores for Laboratory Analysis	11	ea	$35.00	$385
				$0
				$0
				$0
			Subtotal Expenses	$11,797
			TOTAL COSTS - GEOTECHNICAL	**$56,151**

BASIS OF ESTIMATE

Estimated number of trips for each testing service is based on experience with projects in the area with similar scopes and sizes. Fees are directly related to the number of trips made for each service and time spent on site. If the project scope changes prior to start of construction, please allow for the review/revision of this document.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

ROW & EASEMENT STAKING - SA#3 ***McClelland Consulting Engineers, Inc.***

MANHOURS

TASK	PRE	TM	PLS	PC	CREW	SUR TECH				TOTAL
Survey Field Crew										
Staking of Right-of-way lines Staking Grading Utility Easement Lines (GUE) Staking General Utility Easement Lines (GEN) Staking Drainage Easement Lines (DE) Staking Temporary Construction Easement (TCE)				120	120					240
PLS / Project Manager										
Office Computation / Project Management			60							60
Cad Technician										
Drafting / Point Extraction / Line Work Extraction						60				60
TOTAL MH - CMT	0	0	60	120	120	60	0	0	0	360

LABOR COSTS

Category - Description	Rate	MH	Amount
PRE - Principal Engineer	$55.00	0	$0
TM - Task Manager	$52.00	0	$0
PLS - Registered Land Surveyor	$45.00	60	$2,700
PC - Survey Party Chief	$30.00	120	$3,600
CREW - Survey Field Crewman	$24.00	120	$2,880
SUR TECH - Survey Technician	$22.00	60	$1,320
Subtotal			$10,500
Title II Multiplier (FY23) 2.984			$31,332
Subtotal Labor Costs			**$31,332**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Mileage (15 days @ 9 miles per day)	135	ea	$0.70	$95
Layout supplies: Lathes, nails, whiskers, etc.	1	ea	$500.00	$500
Subtotal Expenses				$595
TOTAL COSTS - ROW & EASEMENT STAKING				**$31,927**

BASIS OF ESTIMATE

Staking will be as requested by Consultant and Owner.

Includes setting ROW and Easement Stakes twice based on request from City of Fayetteville, in anticipation that utility relocations will nock some stakes out and those will need to be reset.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

ASBUILT - RECORD DRAWING SURVEY - SA#3 ***McClelland Consulting Engineers, Inc.***

MANHOURS

TASK	PRE	TM	PLS	PC	CREW	SUR TECH					TOTAL
Field Survey to locate water and sewer											
Conduct as built survey of water and sewer features				80	80						160
PLS / Project Management											
Office Computation / Project Management			30								30
Cad Technician											
Data Processing / Drafting						30					30
TOTAL MH - CMT	0	0	30	80	80	30	0	0	0	0	220

LABOR COSTS

Category - Description	Rate	MH	Amount
PRE - Principal Engineer	$55.00	0	$0
TM - Task Manager	$52.00	0	$0
PLS - Registered Land Surveyor	$45.00	30	$1,350
PC - Survey Party Chief	$30.00	80	$2,400
CREW - Survey Field Crewman	$24.00	80	$1,920
SUR TECH - Survey Technician	$22.00	30	$660
		Subtotal	$6,330
		Title II Multiplier (FY23) 2.984	$18,889
		Subtotal Labor Costs	**$18,889**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Mileage (10 days @ 9 miles per day)	90	ea	$0.70	$63
			Subtotal Expenses	$63
			TOTAL COSTS - ASBUILT - RECORD DRAWING SURVEY	**$18,952**

BASIS OF ESTIMATE

Supplemental Agreement No. 1
To
Subconsultant Agreement
Job No. 040720
Poplar St. – Drake St. (Fayetteville) (S)
Washington County

Date: 09/02/2025

WHEREAS,

WHEREAS, McClelland Consulting Engineers, Inc. ("Subconsultant") and Burns & McDonnell Engineering Company, Inc.("Consultant") entered into an Agreement for Professional Services on June 4, 2019 in connection with the Agreement for Engineering Services ("Prime Agreement") between the City of Fayetteville ("Owner") and Consultant dated June 4, 2019 for Job 040720; and,

WHEREAS, the Owner and Consultant have modified the Prime Agreement with Supplemental Agreement #3; and,

WHEREAS, the Consultant requested additional work of the Subconsultant in addition to that defined in their agreement:

NOW THEREFORE, the following modifications will be made to the Subconsultant Agreement:

MODIFICATIONS:

1) Section "2. Description of Project and Services to be Provided" shall be modified to include:

2.6 Construction Materials Testing

The Subconsultant will perform construction materials testing of component materials and completed work items to determine if the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract provisions. It is expected that services for construction materials testing may include but are not limited to proof roll and subgrade testing, laboratory soil sampling and testing (Gradation/Proctor), field density testing, reinforcing bar observations, cast-in-place concrete testing, and asphalt testing.

The Subconsultant will provide the Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the ARDOT's "Manual of Field Sampling and Testing Procedures" unless the Project Manual specifies differently. The Testing Laboratory shall be certified by the Center for Training of Transportation Professionals (CTTP).

Results from tests performed and materials sampled will be provided to the Consultant, Owner and Contractor in a timely manner.

2.7 Construction Layout Services – If Requested

If Requested by Consultant, the Subconsultant will provide construction layout services of Right-of-Way and Easement lines for the project. Services will include layout of points for the following lines: right-of-way, drainage easements, general utility easements, grading and utility easements, and temporary construction easements. Points will be staked at 200-foot intervals, except where line or curve segments are less than 200-feet long, in which case corners

or changes in direction will also be staked. Points will be marked with 60d nails with pink whiskers attached and 36" tall wooden lathes including the description of the point.

2.8 As Built – Record Drawing Survey

The Subconsultant will conduct as built survey services to identify and locate water and sewer features installed with the project that are visible at the surface. Survey data will be provided to the Consultant in Civil 3D format. Data will be used by the Consultant to create record drawings of water and sewer improvements for the project.

2) Section "3. Costs, Fees, Payments and Rate Schedules" shall be modified to include:

3.9 "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is $107,030.

4.0 "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is $263,743.00. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant under this Agreement exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the contract Ceiling Price.

3) See Attachment A-2 for modifications to Justification of Costs and Fees.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

BY:_____
Digitally signed by Steven Beam
Date: 2025.09.05 14:35:14-05'00'
Steven Beam, P.E.
Business Manager

MCCLELLAND CONSULTING
ENGINEERS, INC.

BY:_____
Steven J. Head, P.E.
Principal | Department Head

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

RELATIVE TO

Implementation of **Highway 112 Improvements between Highway 16 and Interstate 49** in Fayetteville, Washington County (hereinafter called the "Projects").

WHEREAS, the City of Fayetteville (hereinafter called the "City") has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the "Department") for the Projects; and

WHEREAS, Resolution No. 27-17 from the City agrees to contribute $3,358,600 for the Projects and to accept ownership and responsibility of the portions of Highway 112 between Highway 16 and Interstate 49 upon completion of the improvements; and

WHEREAS, Arkansas State Highway Commission Minute Order 2017-012 has authorized the Director to enter into the necessary partnering agreements with the City for the Projects; and

WHEREAS, it is understood that the City and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for the following in relation to Job 040582, Razorback Rd.-Garland Ave. (Hwy. 112) (Fayetteville) (S) and overlays on Highway 112 from Maple Street to North Street and from Leroy Pond Drive to the beginning of Job 040582:
    a. Be responsible for $3,358,600 in project costs as shown in Attachment B for Job 040582.
    b. Be responsible for any increases in construction, right of way, or utility costs resulting from changes in project scope proposed by the City.
    c. Be responsible for any desired revisions to the current design of Job 040582, along with associated engineering costs.
    d. Be responsible for any costs resulting from inclusion of desired revisions in project scope outside the Department's typical overlay design for the Highway 112 overlays.
    e. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)

f. Understand that **expenditures for work performed by the City's forces (including preliminary and construction engineering, environmental documentation, and right of way acquisition services) are not eligible for reimbursement with federal funds**.

g. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

h. Submit final plans for Department review.

i. Submit a certification letter (Attachment D), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.

j. Advertise for bids in accordance with federal procedures as shown in Attachment E. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

k. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

l. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment F), including all items noted, to the Department.

m. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.

n. Make payments to the contractor for work accomplished in accordance with the plans and specifications. Then request reimbursement from the Department for costs exceeding $2,359,118 on the Construction Certification and Reimbursement Request (CCRR) form (Attachment G). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

o. Provide construction engineering and inspection services, including associated costs, for the Project.

p. Attach LPA Report of Daily Work Performed (Attachment H) for all days that correspond with each CCRR submittal.

q. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.

r. Be responsible for any increased costs resulting from desired revisions in project scope, whether during the design phase or during construction as a change order.

s. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment I). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.

t. Upon completion of these improvements to Highway 112, accept ownership and responsibility of the portion of Highway 112, Section 0 between Highway 16 (W. 15th Street) and Highway 112 Spur (Wedington Drive).

2. Be responsible for the following in relation to projects scheduled to widen Highway 112 between Poplar Street and Interstate 49:

    a. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment K) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

    b. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)

    c. Understand that **expenditures for work performed by the City's forces (including preliminary and construction engineering, environmental documentation, and right of way acquisition services) are not eligible for reimbursement with federal funds.**

    d. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

    e. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

    f. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

    g. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

    h. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act"), and request reimbursement from the Department

    i. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.

    j. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the City's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment L). **NOTE: Any property that is to become Department right-of-way must be acquired in the Highway Commission's name.**

    k. Submit plans at 10%, 30%, 60%, and 90% completion stages for Department review.

    l. Submit a certification letter (Attachment D), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

    m. Advertise for bids in accordance with federal procedures as shown in Attachment E. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

n. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

o. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment F), including all items noted, to the Department.

p. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.

q. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

r. Make payments to the contractor for work accomplished in accordance with the plans and specifications and approved by the Department. Then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment G). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

s. Attach LPA Report of Daily Work Performed (Attachment H) for all days that correspond with each CCRR submittal.

t. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.

u. Be responsible for any increased costs resulting from desired revisions in project scope that exceed typical highway design criteria, whether during the design phase or during construction as a change order.

v. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment I). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.

w. Upon completion of these improvements to Highway 112, accept ownership and responsibility of the portion of Highway 112, Section 1 between Highway 112 Spur (Wedington Drive) and the northbound ramps of Interstate 49.

3. Notify the Department in writing who the City designates as its full-time employee to be in responsible charge of the day to day oversight of the Projects (Attachment M). The duties and functions of this person are to:

- Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
- During construction, visit and review the project on a daily basis;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

- Direct project staff, City or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the City and consultant staff at all stages of the project.

4. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Projects and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
5. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
6. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
7. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment N).
8. Grant the right of access to the City's records pertinent to the Projects and the right to audit by the Department and Federal Highway Administration officials.
9. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
10. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment O), which is necessary for Project participation.
11. Repay to the Department the federal share of the cost of any portion of the Projects if, for any reason, federal participation is removed due to actions or inactions of the City, its agents, its employees, or its assigns or the City's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The City understands and agrees that the Department may cause necessary funds to be withheld from the City 's Motor Fuel Tax allotment should the City fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Projects.
12. Be responsible for all costs not provided by the Federal Highway Administration or the Department.
13. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.

14. Retain total, direct control over the Projects throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department**:
    - sell, transfer, or otherwise abandon any portion of the Projects;
    - change the intended use of the Projects;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.
15. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Projects in accordance with Federal-aid requirements may result in the City's repayment of federal funds and may result in withholding all future Federal-aid.
16. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the City expends more than $500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the City's fiscal year. The $500,000 threshold is subject to change after OMB periodic reviews.
17. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment P).
18. Agree to promptly refund to the Department in full any and all revenue paid by the Department based upon claims adjudicated by the Arkansas Claims Commission or other legal forum sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of the City. This obligation survives the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for the following in relation to Job 040582, Razorback Rd.-Garland Ave. (Hwy. 112) (Fayetteville) (S) and overlays on Highway 112 from Maple Street to North Street and from Leroy Pond Drive to the beginning of Job 040582:
    a. Be responsible for all funding beyond the City's share of Job 040582, except for any increases in cost resulting from changes in project scope proposed by the City.
    b. Provide the funding necessary to overlay the segments of Highway 112. Costs will be limited to those associated with the Department's typical overlay design.
    c. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
    d. Provide environmental clearance for Highway 112 overlays.
    e. Review final plans and specifications submitted by the City.
    f. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
    g. Advise the City when to proceed with advertisement of the Project for construction bids.
    h. Review and concur in award of the construction contract for the Project.

i. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

j. Review and approve any necessary change orders for project/program eligibility.

k. Be responsible for increases in project costs due to change orders for normal bid item adjustments.

l. Reimburse the City 100% for eligible construction costs approved in the CCRR form (Attachment I). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.

m. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment K).

n. Upon completion of these improvements to Highway 112, remove the portion of Highway 112, Section 0 between Highway 16 (W. 15th Street) and Highway 112 Spur (Wedington Drive) from the State Highway System and transfer ownership and responsibility to the City.

2. Be responsible for the following in relation to projects scheduled to widen Highway 112 between Poplar Street and Interstate 49:

a. Provide the City the amount of funding necessary for all phases of work to develop and construct the typical design section for an urban state highway, as shown on Attachment J, for this portion of Highway 112.

b. Evaluate the proposed typical design section versus the typical design section for an urban state highway, as shown on Attachment J, and determine how any changes will affect the estimated cost. City-requested changes to the typical design section that are determined to be budget-neutral will not require additional funding from the City.

c. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.

d. Coordinate with the City to procure required professional services such as design consultants, construction engineering and inspection consultants, and right of way consultants.

e. Review environmental documentation as prepared by the City.

f. Review plans and specifications submitted by the City.

g. Reimburse the City 100% for eligible professional services, procured using Department-approved procedures, upon review and approval of reimbursement requests.

h. Notify the City when right-of-way and/or utility plans are approved and the City may proceed with right-of-way acquisition and/or utility adjustments.

i. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

j. Advise the City when to proceed with advertisement of the Project for construction bids.

k. Review and concur in award of the construction contract for the Project.

l. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

m. Review and approve any necessary change orders for project/program eligibility.

n. Be responsible for increases in project costs due to change orders for normal bid item adjustments.

o. Reimburse the City 100% for eligible construction costs approved in the CCRR form (Attachment G). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.

p. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment I).

q. Upon completion of these improvements to Highway 112, remove the portion of Highway 112, Section 1 between Highway 112 Spur (Wedington Drive) and Interstate 49 from the State Highway System and transfer ownership and responsibility to the City.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the City's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 19th day of September, 2017.

ARKANSAS DEPARTMENT OF TRANSPORTATION

Scott E. Bennett, P.E.
Director

CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

Kit Williams
City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1671

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Commit ARPA Interest to Childcare Program**

RECOMMENDATION:
Staff recommends that Council commit the accrued interest on the American Rescue Plan Act to the City Childcare Assistance Program and approve a budget adjustment in the amount of $24,690.

BACKGROUND:
The City of Fayetteville was awarded $17.9M in American Rescue Plan Act funding to assist in responding to the negative effects of the COVID-19 pandemic. The City has established a number of projects to address the effects of the COVID-19 pandemic throughout the City. From 2022 through 2024, City Council passed a number of resolutions to approve a total of $2,205,670 (including allocated interest) to fund a City Childcare Assistance program. Although City funds generally could not be used for this purpose, the American Rescue Plan Act regulations allow this as a qualified used of funds under the ARPA award.

DISCUSSION:
At the June 18, 2024 City Council meeting (resolution 168-24), staff indicated that interest will continue to accrue on the remaining unspent balance of ARPA funds until these funds are fully spent by the nonprofit organizations they have been committed to. During that meeting, it was agreed that accrued interest would be brought forward periodically to Council to consider for commitment to the City Childcare Assistance program.

BUDGET/STAFF IMPACT:
Commitment of $24,690 in accrued interest to the City Childcare Assistance program.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment

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

File #: 2025-1671

A RESOLUTION TO COMMIT $24,690.00 IN ACCRUED INTEREST FROM AMERICAN RESCUE PLAN ACT FUNDS TO THE CHILDCARE ASSISTANCE PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville was awarded $17.9 million in American Rescue Plan Act (ARPA) funding to assist in responding to the negative effects of the COVID-19 pandemic; and

WHEREAS, beginning in 2021, the City established a number of projects to address the effects of the COVID-19 pandemic throughout the City including assistance to nonprofit organizations, vaccine incentives, workforce training, development programs, floodplain conservation, a childcare assistance program, funding to provide new ambulances to the regional ambulance authority, and programs to address housing instability in Fayetteville; and

WHEREAS, on June 18, 2024, the City Council passed Resolution 168-24 that committed the remaining ARPA fund to the Childcare Assistance Program; and

WHEREAS, interest will continue to accrue on the remaining unspent balance of ARPA funds until these funds are fully spent by the nonprofit organizations to which they have been committed, so budget adjustments will be brought forward periodically to the City Council to consider committing those funds to the City Childcare Assistance Program.

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 commits $24,690.00 in accrued interest from American Rescue Plan Act funds to the Childcare Assistance Program.

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

City of Fayetteville Staff Review Form

2025-1671

Item ID

9/16/2025

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

Steven Dotson	8/26/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that Council commit the accrued interest on the American Rescue Plan Act to the City Childcare Assistance Program and approve a budget adjustment in the amount of $24,690.

Budget Impact:

2246.800.9721-5315.00	ARPA
Account Number	Fund
20023.2021	ARPA Childcare Assistance Program
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	185,363.00
		Expenses (Actual+Encum)	$	172,200.00
		Available Budget	$	**13,163.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	24,690.00
		Remaining Budget	$	**37,853.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 284-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Steven Dotson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends that Council commit the accrued interest on the American Rescue Plan Act to the City Childcare Assistance Program and approve a budget adjustment in the amount of $24,690.

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1671**

Holly Black
8/26/2025 8:19 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	24,690	24,690				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2246.800.9721-5315.00	24,690	-	20023	2021	EX	Contract Services
2246.800.9246-4705.00	-	24,690	20023	2021	RE	Interest on checking - Base
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1762

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

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

FROM: Paul Libertini, Staff Engineer

SUBJECT: **North Street (Garland Ave to College Ave) – Agreement of Understanding with the Arkansas Department of Transportation**

RECOMMENDATION:
A Resolution to approve the Agreement of Understanding (AOU) with the Arkansas Department of Transportation (ARDOT) for North Street from Garland Avenue to College Avenue, and approve a Budget Adjustment in the amount of $375,000 to recognize federal-aid funding of $300,000 and the required 20% local match of $75,000. The AOU requires signatures from the Mayor and the City Attorney.

BACKGROUND:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Urban Area continues to grow significantly to a recorded 373,687 population in the 2020 Census. In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STBGP-A discretionary funding available at approximately $12,000,000 per year. Under current legislation, these STBGP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

Resolution 60-25 authorized the Mayor to submit applications to the NWARPC for federal funding of which North Street was one of the projects identified in this resolution. The City submitted an application for a $500,000 grant of FFY 2026 STBGP-A funds. On June 17, 2025, the NWARPC awarded the City $300,000 STBGP-A funds to be used in the Design/Environmental/ROW phases of this project. The City must provide a 20% local match of $75,000 for a total of $375,000. This funding will get the project started, but the City will be applying for additional federal funding annually.

DISCUSSION:
The City has received a letter from Keli Wylie, Assistant Chief Engineer for ARDOT requesting that the Mayor and the City Attorney sign the Agreement of Understanding (AOU) for the North Street Improvement project which we be partially funded with federal funds. The AOU needs to be signed along with several other documents that are included as attachments.

BUDGET/STAFF IMPACT:

This project is based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the project amount and the City will pay the 20% match. Initially, the City will have to make payments to the Consultant and then submit the required paperwork to ARDOT requesting the 80% reimbursement. The City's 20% matching funds of $75,000 for the professional services will be paid from the Streets Projects Bonds fund. The Federal-aid portion of $300,000 will be paid from the Bond Program Grant Matching fund.

Account #	Project #	Amount
4601.860.7229-5860.02	46020.7229	$300,000
4702.860.7229-5860.02	46020.7229	$75,000
TOTAL		$375,000

ATTACHMENTS: 3. Staff Review Form, 4. BA North Street - NWARPC Grant, 5. Letter from ARDOT to Mayor Rawn dated August 19, 2025, 6. North Street - Agreement of Understanding (AOU), 7. Letter Designating Employee in Responsible Charge, 8. Certification for Grants, Loans, and Cooperative Agreements, 9. Federal Funding Accountability and Transparency Act (FFATA), 10. Resolution 60-25 Authorization to Apply for Federal Funding

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

File #: 2025-1762

A RESOLUTION TO AUTHORIZE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE NORTH STREET IMPROVEMENT PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING $300,000.00 IN FEDERAL-AID FUNDING AND THE REQUIRED 20% LOCAL MATCH OF $75,000.00

WHEREAS, on February 18, 2025, the City Council approved Resolution 60-25 authorizing an application for $500,000.00 in federal-aid funding from the Arkansas Department of Transportation's Transportation Alternatives Program for the North Street Improvement project; and

WHEREAS, on June 17 the City was awarded $300,000.00 to be used in the Design/Environmental/ROW phases of this project and the City must provide a 20% local match of $75,000.00; and

WHEREAS, this funding will get the project started, but the City will be applying for additional federal funding annually.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign an agreement of understanding with the Department of Transportation for the Transit Stop Enhancements Project and further authorizes the Mayor to sign any additional documents as necessary to implement the project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing $300,000.00 in federal-aid funding and the required 20% local match of $75,000.00, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-1762

Item ID

10/7/2025

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

Paul Libertini	9/15/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to approve the Agreement of Understanding with the Arkansas Department of Transportation (ARDOT) for North Street from Garland Avenue to College Avenue, and approve a Budget Adjustment in the amount of $375,000 to recognize federal-aid funding of $300,000 and the required 20% local match of $75,000.

Budget Impact:

4601.860.7229-5860.02 4702.860.7229-5860.02	Bond Program Grant Matching Street Projects Bonds
Account Number	Fund
46020.7229	Streets Bond Projects - North Street (Razorback Greenway to College Ave)
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	17,492,634.00
		Expenses (Actual+Encum)	$	13,899,571.62
		Available Budget	**$**	**3,593,062.38**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	375,000.00
		Remaining Budget	**$**	**3,968,062.38**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 60-25

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Paul Libertini	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize $300,000 in FFY 2026 STBGP-A grant funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC) and 20% local matching funds of $75,000 for the North Street (Garland to College) project.

RESOLUTION/ORDINANCE

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1762**

Holly Black

9/15/2025 12:57 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

v.2025826

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	300,000	300,000				
4601.860.7229-4309.00	-	300,000	46020	7229	RE	Federal Grants - Capital
4601.860.7229-5860.02	300,000	-	46020	7229	EX	Capital Prof Svcs - Engineering/Architectu
4702.860.7229-5860.02	75,000	-	46020	7229	EX	Capital Prof Svcs - Engineering/Architectu
4702.860.7999-5899.00	(75,000)	-	46020	7999	EX	Unallocated - Budget
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ARDOT.gov | Jared D. Wiley, P.E., Director

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

August 19, 2025

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

Re: Job 041003
F.A.P. STPU-9142(62)
College Ave. – Garland Ave. (North St.)
(Fayetteville) (S)
Washington County
Hwy. 112, Sec. 1
Hwy. 16, Sec. 2S

Dear Mayor Rawn:

Reference is made to the College Avenue to Garland Avenue project which was awarded Surface Transportation Block Grant Program – Attributable (STBGP-A>200K) funding. In order to proceed, you and your attorney must sign the enclosed Agreement of Understanding and return it to the Department. Please submit the signed Agreement and referenced forms within the next 60 days.

A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact our Local Programs Grant Procurement Section at (479) 360-7161 or LPA@ardot.gov.

Sincerely,

Keli Wylie

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

Enclosures

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Local Programs
Program Management
District 4
Job 041003 'C' File
Tim Conklin, Executive Director, NWARPC

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of **Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S) (**hereinafter called the "Project") as a Federal-aid Surface Transportation Block Grant Program – Attributable (STBGP-A>200K) project.

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	Maximum Federal %	Minimum Sponsor %
Preliminary Engineering by Consultant	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 60-25 from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the "Commission") awarded the Sponsor Federal-aid STBGP-A>200K funds; and

WHEREAS, funding participation will be subject to a limit of **$300,000** maximum **Federal-aid STBGP-A>200K** funds for the **design, environmental,** and **right of way phases** of the Project and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
    - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
    - Maintain familiarity of day to day project operations, including project safety issues;
    - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
    - During construction, visit and review the project on a daily basis;
    - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
    - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
    - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.

3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

- Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
- Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor (Form LPA-031).
   - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
   - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.
   - Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

6. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

7. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds**.

8. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

9. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).

10. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

11. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

12. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

13. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.

14. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

15. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

16. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way. **NOTE: Any property that is to become Department right of way must be acquired in the Department's name.**

17. Submit plans at 30%, 60%, and 90% completion stages for Department review.

18. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

19. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

22. Prior to awarding the construction contract, submit a check for $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.

23. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**

24. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

25. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

26. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

27. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

28. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.

29. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

30. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

31. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

32. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

33. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

34. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR Part 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, (Form LPA-029).

35. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

36. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.

37. Be responsible for 100% of all project costs incurred:

    - should the Project not be completed as specified;
    - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
    - not provided by the FHWA.

38. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

39. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures.

40. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right of way and **not**, **without prior approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The $750,000 threshold is subject to change after OMB periodic reviews.

43. Promptly notify the Department if the Project improvements outside of the Department's right of way are rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to **$300,000** in **Federal-aid STBGP-A>200K** funds for the **design, environmental,** and **right of way phases** of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Review plans and specifications submitted by the Sponsor.

3. Notify the Sponsor when right of way and/or utility plans are approved and the Sponsor may proceed with right of way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.

5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.

7. Review bid tabulations and concur in award of the construction contract for the Project.

8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

9. Review and approve any necessary change orders for project/program eligibility.

10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).

12. Provide all form updates via email to the contact as shown on Form LPA-005.

13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 20____.

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S).

Signatories

THE CITY OF FAYETTEVILLE

_____ _____

Molly Rawn Date
Mayor

_____ _____

Kit Williams Date
City Attorney

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S).

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Tim Conklin _____ 08/22/2025

Tim Conklin
Executive Director

Date

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S).

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

_____ _____

Jared D. Wiley, P.E. Date
Director

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Form LPA-001

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application *(These procedures do not apply to Design-Build Contracts.)*

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.,* commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the "competitive negotiation" (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency's best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department's website and the Local Agency's website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm's response including primary contact information.
2. The firm's completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department's website.) http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm's equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm's current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105). https://www.ark.org/dfa/immigrant/index.php/user/welcome

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
   a. Multiple firms for an IDIQ contract; or
   b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds $250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than $250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Build America, Buy America" Provisions

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

Please Print on Sponsor Letterhead
(Designating Full-Time Employee
in Responsible Charge)

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be ***(INSERT NAME OF EMPLOYEE & TITLE)***. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at ***(INSERT PHONE NUMBER)*** or by email at ***(INSERT EMAIL ADDRESS)***.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Form LPA-006

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

___ Tract(s)
___ Options(s)
___ Paid
___ Donation(s)
___ Negotiation Pending* - include tract number(s) and statement: *"It is anticipated that this/these tract(s) will be acquired by (date)."*
___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date

* If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #___ shown above include(s) #____ (Permanent/Temporary Construction Easements) for _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by:_____ Date:_____
(Type name)
(Type title)

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by:_____ Date:_____
(Type name)
(Type title)

Form LPA-008

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)'s*** Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).

- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).

- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.

- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

  "The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply."

  "Build America, Buy America provisions apply to this project."

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).

- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.

- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.

- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

Form LPA-013

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER

REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for $1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)'s*** Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***(INSERT CONTRACTOR NAME)*** for ***(INSERT LOW BID AMOUNT)*** is requested.

Sincerely,

_____
Sponsor's CEO

_____
Sponsor's Attorney

Enclosures

Revised: 12/11/20

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
FAP: _____
County: _____
Job Name.: _____

Payee/Sponsor: _____
address _____

Federal Tax ID No.: _____

DATE: _____

PAY REQUEST # _____

FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1	Maximum Approved Federal-aid Amount	
2	Original Contract Amount	
3	Net Changes by Change Orders	
4	Present Contract Total	
5	Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	
6	Work Completed to Date	
7	Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	
8	Previous Reimbursements (Federal)	
9	***Amount Due this Estimate*** (subtract Line 8 from Line 7)	$0.00

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement

_____
Resident Engineer

Approved for Payment

_____
State Construction Engineer

PAID

Voucher No. _____

Date:

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

DETAIL ESTIMATE

JOB NUMBER: _____

FAP: _____

JOB NAME: _____

REQUEST NO: _____ DATE: _____

FROM: _____ TO: _____

SPONSOR: _____

CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS REQUESTS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
	GRAND TOTALS							

Form LPA-014

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Form LPA-015

Sponsor
LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

Site Conditions	Weather	Number of Contractor's Personnel
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____ Max Temp. (F) ____	Rainfall Amt. (in.) _____	____ Equip. Operators
Comments		____ Electricians
		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____
Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:	**Date:**
Job No:	**FAP No:**
County:	**Route:**
Contractor:	
Date Work Began:	**Date Work Completed:**
Attendees:	
Remarks:	
☐ **Provide Digital Photos of Completed Project (minimum of 5)**	

Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor	**Recommended for Acceptance in Accordance with Project Agreement**
_____	_____
Engineer	**ARDOT Resident Engineer**

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

_____

SPONSOR's **CEO**

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

§200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Sponsor

_____

Signature

_____

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, _____ shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: _____ UEI Expiration Date: _____

Parent (if applicable) UEI: _____ UEI Expiration Date: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes No

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

LPA Project Quarterly Report Form

Date:

Job No.:	**Job Name:**		
F.A.P.:	**Funding Program:**	**Year:**	**Quarter:**
Sponsor:	**Submitted By:**		
Sponsor Phone:	**Sponsor Email:**		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	All Permits Received ☐ Date: / Final Clearance ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	ROW Plans Approved ☐ Date:	Acquisition Documents Approved ☐ Date:
	☐ Acquisition Underway	Acquisition Complete ☐ Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:	
Utility Relocation:	☐ Utility Relocation Not Necessary	Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	Relocation Complete ☐ Date:
Authority to Advertise:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Bid Opening Date:	
Concurrence in Award:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Contract Executed ☐ Date:	
Construction:	Progress (%) 0%	Estimated Completion Date:	Project Completed ☐ Date:	

ARDOT Contact:

CHANGE ORDER FORM

Form LPA-022

ARDOT JOB NO.: _____ F.A.P. No.: _____ **CHANGE ORDER NO.:** _____

JOB NAME: _____ DATE PREPARED: _____

OWNER: _____ PREPARED BY: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE(S):

JUSTIFICATION / REASON FOR CHANGE(S):

SUMMARY

ITEM NO.	ITEM	UNIT	UNIT PRICE	PRESENT		REVISED	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
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					$ -		$ -
					$ -		$ -
					$ -		$ -
				TOTALS:	$ -		$ -

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS	
THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY	$ -
THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE	**$ -**

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME	_____	DAYS
THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY	_____	DAYS
THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE	_____	DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

Signature Date

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature Date

OWNER: [INSERT OWNER NAME HERE]

Signature Date

ARDOT RESIDENT ENGINEER CONCURS

Signature Date

ARDOT LOCAL PROGRAMS APPROVES

Signature Date

Title VI Requirements and Responsibilities

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*"

ARDOT is a recipient of federal funds from the U.S. Department of Transportation modal agencies, including the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All recipients/subrecipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statues, regulation, and authorities.

Therefore, the sponsor (subrecipient) must also comply with the requirements of Title VI and its responsibilities.

Upon receipt of ARDOT reimbursement, the subrecipient will be required to establish Title VI compliance. ARDOT's Title VI Coordinator or designee will contact the subrecipient to request the following information:

- **Name of designated Title VI/ADA/Section 504 Coordinator**
- **Notice of Nondiscrimination**
- **Complaint Procedure and Process**
- **Complaint Form**
- **Standard USDOT Title VI/Non-Discrimination Assurances**
    - Must be signed annually by highest ranking official

The Title VI Coordinator or designee will assist the subrecipient in establishing the information as needed. For further information or inquiries, please contact the Civil Rights Division at 501-569-2299.

Form LPA-031

Please Print on Sponsor Letterhead
(Request for ARDOT On-call Consultant)

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

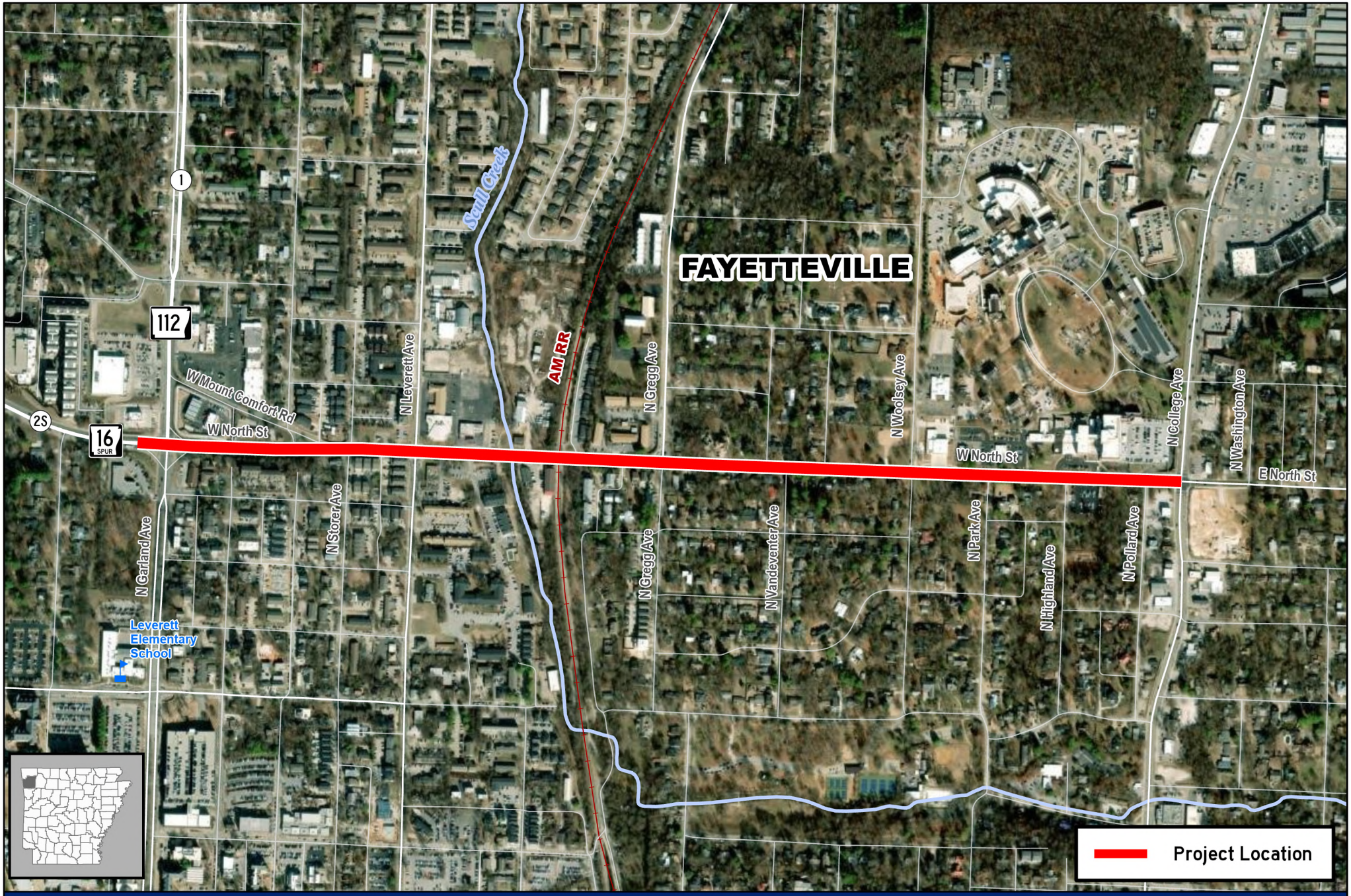
Dear Mr. Siskowski:

We are interested in the Department contracting with an on-call consultant on our behalf. This letter certifies our understanding that, as the Sponsor, we remain responsible for the duties and functions outlined in the Agreement of Understanding, including full project management of the referenced project. Should an on-call consultant be assigned, their services would be limited to the ***[INDICATE PHASE(S) (i.e. Planning, Design, Environmental, Right of Way, Utility Relocation, and/or Construction Engineering)]*** phase(s).

We also acknowledge that the Department retains full discretion in selecting the on-call consultant. We understand that this decision may be based on factors including but not limited to current availability, workload, qualifications, and geographic location of the project.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)



Job 041003

College Ave. – Garland Ave. (North St.) (Fayetteville) (S)

Hwy. 112, Sec. 1
Hwy. 16, Sec. 2S
Washington County

N

ARDOT
ARKANSAS DEPARTMENT OF TRANSPORTATION

0 200 400 800
Feet

PM: PD: cp44759: 7/10/2025

Document Path: \\san1\gis\ProgramsContracts\Sketches\041003\041003.aprx

CITY OF
FAYETTEVILLE
ARKANSAS

September 16, 2025

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job 041003
College Ave. – Garland Ave. (North St.)
(Fayetteville)(S)
Washington County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Paul Libertini, P.E., Staff Engineer. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (479) 444-3419 or by email at plibertini@fayetteville-ar.gov

Sincerely,

Molly Rawn
Mayor

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Molly Rawn, Mayor

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: 5/16/2026

Parent (if applicable) UEI: _____ UEI Expiration Date: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes (No)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

(Yes) No

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

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

Resolution: 60-25

File Number: 2025-171

2025 TRANSPORTATION FEDERAL AID (GRANT APPLICATION):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR THE RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, TRANSIT STOP ENHANCEMENTS, MISSION BOULEVARD TRAIL, RAZORBACK GREENWAY ASPHALT REPLACEMENT, GARLAND AVENUE, AND NORTH STREET CORRIDOR PROJECTS

WHEREAS, the passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance; and

WHEREAS, grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Bock Grant-Attributable Program (STBGP-A), and the Transportation Alternatives Program (TAP) that will provide over $13 million in funding for the Northwest Arkansas Region; and

WHEREAS, the funding for selected projects will be at an 80/20 Federal and Local participating ratio, up to the maximum Federal-aid available; and

WHEREAS, seven projects have been identified for application for federal funding:

Grant Program	Existing/New Project	Project Description	Amount
CRP	Existing	Rupple Road Lighting – Persimmon to MLK	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

WHEREAS, on January 28, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval

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

Section 1: That the City Council of the City of Fayetteville, Arkansas authorizes Mayor Rawn to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for the above identified projects.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to participate in accordance with its designated responsibilities in these projects, including providing the local match requirement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 4: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement these projects.

PASSED and APPROVED on February 18, 2025

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-171

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

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

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **2025 Federal Aid Transportation Grant Application**

RECOMMENDATION:
Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Rupple Road Lighting, Drake Street Trail Connection, Transit Stop Enhancements, Mission Blvd. Trail (Phase 3), Razorback Greenway Asphalt Replacement, Garland Ave. (Hwy 112), and North Street Corridor (Garland Ave. to College Ave.)

BACKGROUND:
The passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance. Grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Block Grant-Attributable (STBGP-A) Program, and the Transportation Alternatives Program (TAP). In total, these programs will provide over $13 million in funding for the Northwest Arkansas Region. Additionally, the State Department of Transportation offers a statewide grant opportunity through their Transportation Alternatives Program.

DISCUSSION:
Seven projects have been identified for application for federal funding as shown below.

Grant Program	Existing/New Project	Project Description	Amount Requested
CRP	Existing	Rupple Road Lighting – Persimmon to MLK (Hwy 62)	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

BUDGET/STAFF IMPACT:
If the grants are approved, the City of Fayetteville will be responsible for 20% of the total project cost while

Federal funding will provide 80%. Matching funding has been budgeted through various accounts in anticipation of award of grant funding.

On January 28th, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval to apply. The grant programs require a resolution be included with the application.

ATTACHMENTS: SRF (#3) , Public Notice of NWARPC (#4), Drake St. Residential and Business Density 8.5 x 11 (#5), Mission Blvd Trail Map - Phases (#6), North Street Corridor (#7), Rupple Trail Lighting Location Map 1-29-25 (#8), Garland Ave - Hwy 112 (#9)

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

File #: 2025-171

2025 Federal Aid Transportation Grant Application

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR THE RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, TRANSIT STOP ENHANCEMENTS, MISSION BOULEVARD TRAIL, RAZORBACK GREENWAY ASPHALT REPLACEMENT, GARLAND AVENUE, AND NORTH STREET CORRIDOR PROJECTS

WHEREAS, the passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance; and

WHEREAS, grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Bock Grant-Attributable Program (STBGP-A), and the Transportation Alternatives Program (TAP) that will provide over $13 million in funding for the Northwest Arkansas Region; and

WHEREAS, the funding for selected projects will be at an 80/20 Federal and Local participating ratio, up to the maximum Federal-aid available; and

WHEREAS, seven projects have been identified for application for federal funding:

Grant Program	Existing/New Project	Project Description	Amount
CRP	Existing	Rupple Road Lighting – Persimmon to MLK	$500,000
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TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

WHEREAS, on January 28, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval

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

Section 1: That the City Council of the City of Fayetteville, Arkansas authorizes Mayor Rawn to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for the above identified projects.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to participate in accordance with its designated responsibilities in these projects, including providing the local match requirement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 4: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement these projects.

City of Fayetteville Staff Review Form

2025-171

Item ID

2/18/2025

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

Matt Casey	1/30/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Rupple Road Lighting, Drake Street Trail Connection, Transit Stop Enhancements, Mission Blvd. Trail (Phase 3), Razorback Greenway Asphalt Replacement, Garland Ave. (Hwy 112), and North Street Corridor (Garland Ave. to College Ave.)

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$ -
		Expenses (Actual+Encum)	$ -
		Available Budget	$ -
Does item have a direct cost?	Yes	Item Cost	$ -
Is a Budget Adjustment attached?	No	Budget Adjustment	$ -
		Remaining Budget	$ -

V20221130

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

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

Original Contract Number: _____

Comments:

PUBLIC NOTICE OF
NWARPC FFY 2026 CALL FOR PROJECTS
FOR STBGP-A, TAP, & CRP FUNDING

The Northwest Arkansas Regional Planning Commission (NWARPC), serving as the NWA Metropolitan Planning Organization (MPO), announces the availability of approximately **$11.7 million in NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding, $1.3 million in NWARPC Transportation Alternatives Program (TAP) funding and $1.4 million in NWARPC Carbon Reduction Program (CRP) funding for Federal Fiscal Year (FFY) 2026.** Availability of FFY 2026 funding is subject to Congressional action. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act(IIJA), Pub. L. 117-58 (Nov. 15, 2021) provides federal suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urban Area.

STBGP-A, TAP, and CRP are federally funded, 80% Federal / 20% Local, reimbursable programs and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. Additional information on the programs can be found at:

STBG Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm
TAP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm
CRP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

APPLICATION INFORMATION: The FFY 2026 STBGP-A, TAP, and CRP Funding Request Applications are available at the NWARPC office located at 1311 Clayton Street, Springdale, AR 72762 and online at www.nwarpc.org/funding-programs/. **APPLICATIONS MUST BE RECEIVED NO LATER THAN 11:59 P.M. (CT), THURSDAY, APRIL 3, 2025**. Any funding request submitted after this deadline will not be considered.

For information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x105.

FFY 2026 NWARPC STBGP-A, TAP, and CRP Project Application Timeline:
Call for Projects Notice – January 5, 2025
Project Funding Request Deadline – April 3, 2025 at 11:59 P.M. CT

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en espanol, marques el 866-656-1842; para llamadas en ingles, marques el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC at least 48 hours before the meeting. Si necesita informacion en otro idioma, comuniqese NWARPC cuando menos 48 horas antes de la junta.

AVISO PÚBLICO DE LA CONVOCATORIA
NWARPC FFY 2026 PARA PROYECTOS
PARA LA FINANCIACIÓN STBGP-A, TAP Y CRP

La Comisión de Planificación Regional del Noroeste de Arkansas (NWARPC), que actúa como Organización de Planificación Metropolitana (MPO) de NWA, anuncia la disponibilidad de aproximadamente **$11.7 millones en fondos del Programa de Subvenciones en Bloque para el Transporte de Superficie - Atribuible (STBGP-A), $1.3 millones en fondos del Programa de Alternativas de Transporte (TAP) y $1.4 millones en fondos del Programa de Reducción de Carbono (CRP) para el Año Fiscal Federal (FFY) 2026.** La disponibilidad de fondos para el año fiscal 2026 está sujeta a la acción del Congreso. La Ley de Infraestructura Bipartidista (BIL), promulgada como la Ley de Inversión en Infraestructura y Empleos (IIJA), Pub. L. 117-58 (15 de noviembre de 2021) proporciona fondos federales subasignados al área urbana de Fayetteville-Springdale-Rogers AR-MO.

STBGP-A, TAP, y CRP son programas reembolsables financiados por el gobierno federal, 80% federal/20% local, y los proyectos deben cumplir y seguir el proceso de ayuda federal de la Agencia Pública Local (LPA) de ARDOT para el reembolso. Los fondos deben utilizarse para proyectos elegibles que sean presentados por entidades elegibles y elegidos a través de un proceso competitivo. Puede encontrar información adicional sobre los programas en:

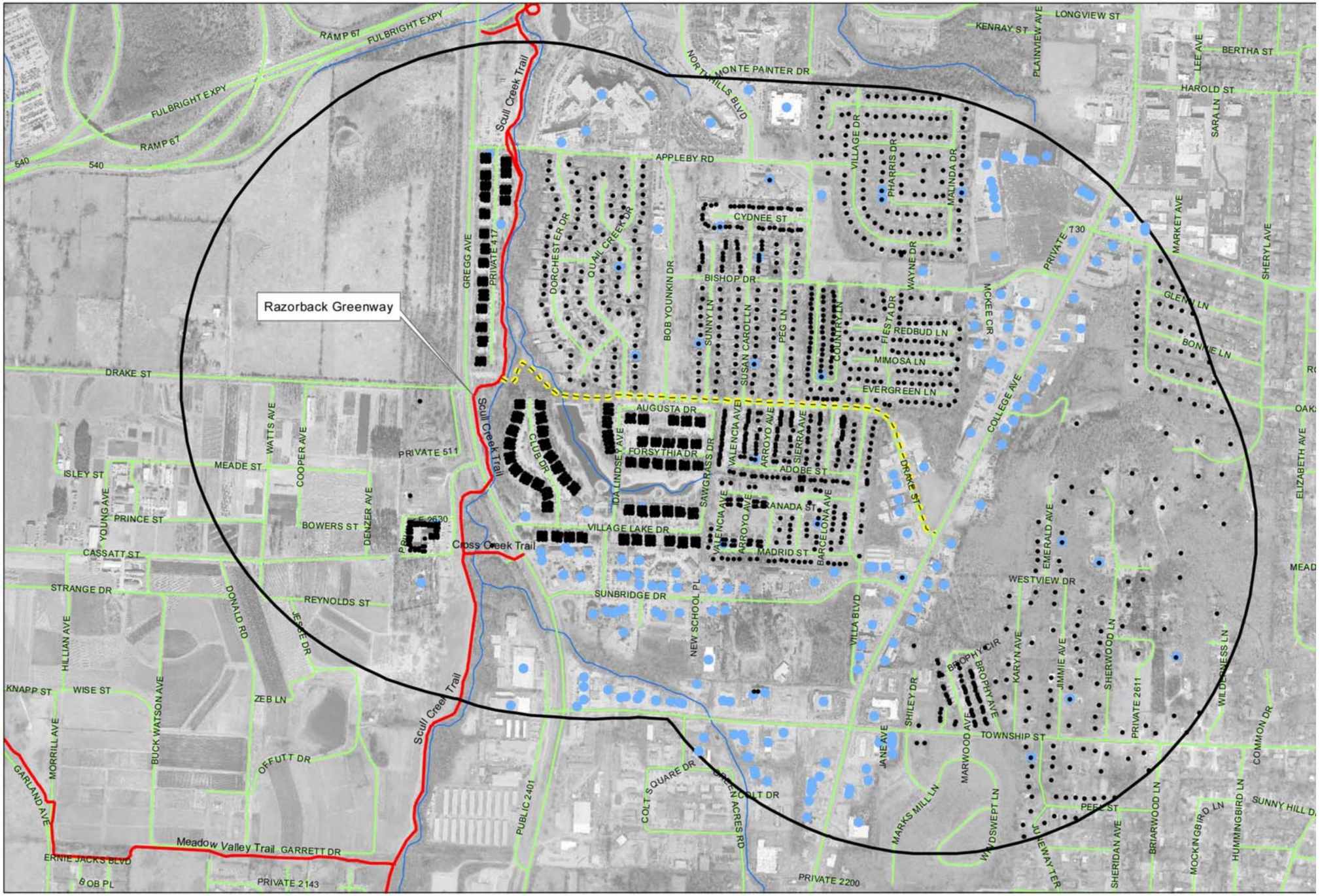
STBG: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm
TAP: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm
CRP: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

INFORMACIÓN DE LA SOLICITUD: Las solicitudes de solicitud de financiamiento FFY 2026 STBGP-A, TAP y CRP están disponibles en la oficina de NWARPC ubicada en 1311 Clayton Street, Springdale, AR 72762 y en línea en www.nwarpc.org/funding-programs/. **LAS SOLICITUDES DEBEN RECIBIRSE A MÁS TARDAR A LAS 11:59 P.M. (CT) DEL JUEVES 3 DE ABRIL DE 2025**. Las solicitudes de financiación presentadas después de esta fecha límite no se tomarán en cuenta.

Para obtener información sobre este programa o preguntas relacionadas con el proceso de solicitud, comuníquese con Nicole Gibbs, Gerente de Programas de Transporte/Planificadora Regional, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x105.

CRONOGRAMA DE SOLICITUD DE PROYECTOS FFY 2026 NWARPC STBGP-A, TAP Y CRP:
Aviso de convocatoria de proyectos – 5 de enero de 2025
Fecha límite de solicitud de financiamiento del proyecto – 3 de abril de 2025 a las 11:59 p. m. CT.

AVISO DE POLÍTICA DE NO DISCRIMINACIÓN DEL NWARPC: El NWARPC cumple con todas las disposiciones de derechos civiles de los estatutos federales y las autoridades relacionadas que prohíben la discriminación en programas y actividades que reciben asistencia financiera federal. Por lo tanto, el NWARPC no discrimina por motivos de raza, sexo, color, edad, origen nacional, religión o discapacidad, en la admisión, el acceso y el tratamiento en los programas y actividades del NWARPC, así como en las prácticas de contratación o empleo del NWARPC. Las quejas de presunta discriminación y las consultas con respecto a las políticas de no discriminación de NWARPC pueden dirigirse a Nicole Gibbs, AICP, Planificadora Regional – EEO/DBE (ADA/504/Coordinadora del Título VI), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voz/TTY 7-1-1 o 1-800-285-1131); Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711, directamente al 800-285-1131 o mande un correo electrónico a ngibbs@nwarpc.org. Este aviso está disponible con la coordinadora ADA/504/Título VI en letra grande, grabación audio y braille. Si necesita información en otro idioma, póngase en contacto con Nicole Gibbs.



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

Drake Street Trail Connection and Cycletrack

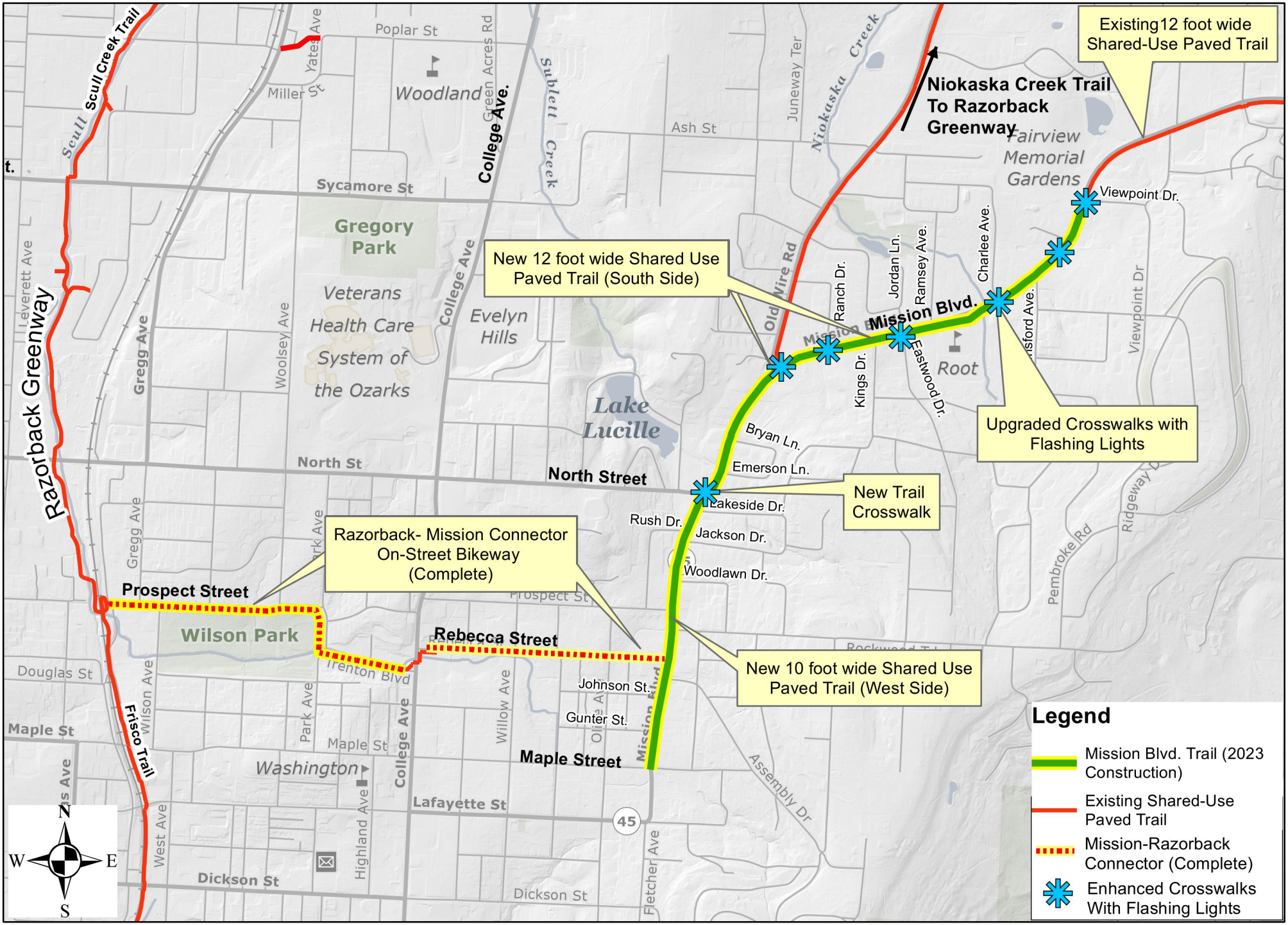
Proposed 2015 TAP Funding Project

0 400 800 1,600 Feet

1 inch = 800 feet

N

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



CITY OF FAYETTEVILLE ARKANSAS

Mission Blvd. Trail - 1.5 Miles
Mission-Razorback Connector Bikeway - 1.1 Mile

January 2023

0 0.125 0.25 0.5 Miles

HWY 112/ N GARLAND AVE

OAKLAND AVE

OAKLAND AVE

N STORER AVE

N LEVERETT AVE

PLAN SCALE

(IN FEET)
1 inch = 40ft.

McCLELLAND CONSULTING ENGINEERS, INC.
DEDICATED TO SERVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR

GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

©2021

811
Know what's below.
Call before you dig.

REVISIONS

REV	DATE	DESCRIPTION

NORTH ST CORRIDOR WEST

DESIGNED BY:	DRAWN BY :
ELA	ELA
DATE:	REVISION:
10/11/2021	REV. 30%
SCALE:	JOB NUMBER:
1"=40'	20-2179

EX-1

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 11, 2021 @ 1:53 PM

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM



EX-2

NORTH ST CORRIDOR CENTRAL-WEST

DESIGNED BY:	ELA
DRAWN BY:	ELA
DATE:	10/5/2021
REVISION:	REV. 30%
JOB NUMBER:	20-2179
SCALE:	1"=40'

REVISIONS

REV	DATE	DESCRIPTION

Know what's below. Call before you dig. 811

NORTH ST. CORRIDOR

GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

ORIGINAL SIGNATURE ON FILE

PRELIMINARY NOT FOR CONSTRUCTION

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MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

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DEDICATED TO DRIVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

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NORTH ST. CORRIDOR

GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

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811
Know what's below.
Call before you dig.

REVISIONS

REV	DATE	DESCRIPTION

NORTH ST CORRIDOR CENTRAL-EAST

DESIGNED BY:	DRAWN BY :
ELA	ELA
DATE:	REVISION:
10/5/2021	REV. 30%
SCALE:	JOB NUMBER:
1"=40'	20-2179

EX-3

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhbits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM



EX-4

NORTH ST CORRIDOR EAST

REVISIONS		
REV	DATE	DESCRIPTION

Know what's below. Call before you dig. 811

NORTH ST. CORRIDOR

GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

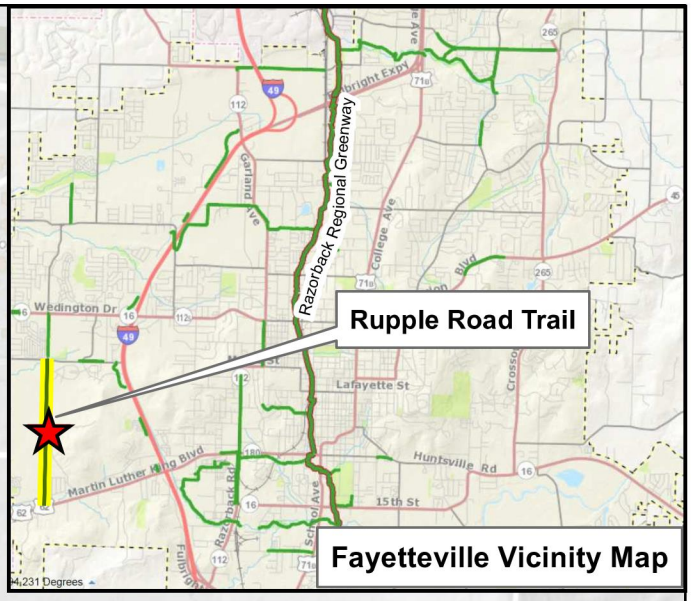
©2021

ORIGINAL SIGNATURE ON FILE

PRELIMINARY NOT FOR CONSTRUCTION

DESIGNED BY: ELA
DRAWN BY: ELA
DATE: 10/5/2021
REVISION: REV. 30%
JOB NUMBER: 20-2179
SCALE: 1"=40'

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E STEARNS ST
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(479) 443-2377
HTTP://WWW.MCE.US.COM





Sloan Brook Village
Neighborhood
(Under Construction)

Existing Rupple Road Trail (1.8 Miles)

Proposed Trail lighting
Along 1.8 Miles of Existing Trail

Walnut Crossing
Neighborhood

Owl Creek School
N Rupple Rd
S Rupple Rd
Holland Park
W Serviceberry Dr
W Catalpa Dr
W Lilac Dr
S Jasmine Ln
S Camellia Ln
S Oleander Ln
S Pepper Tree Ln
W Gardenia Dr
North Fork Farmington
W Martin Luther King Blvd
62
Aldi
Lowe's

Legend

- Proposed Trail Lighting (1.8 Miles)
- Existing 12' Wide Concrete Trail

CITY OF FAYETTEVILLE ARKANSAS

0 250 500 1,000 1,500 2,000 Feet

Rupple Road Trail
Proposed Trail Lighting


6' SIDEWALK
9' GREENSPACE
7'-0" C&G
10' INNER LANE & 11' OUTER LANE
7'-0" C&G
9' LANDSCAPED MEDIAN
7'-0" C&G
10' INNER LANE & 11' OUTER LANE
7'-0" C&G
9' GREENSPACE
12' TRAIL*
* MAINTAIN EXISTING TRAIL FROM STA. 14+56 TO 20+56
TYPICAL SECTION
HWY 112 / GARLAND AVENUE
N.T.S.
HWY 112/GARLAND AVE
N. JANICE AVENUE
N. KNAPP DRIVE
N. MORRILL AVENUE
GABART STREET
W. DRAKE STREET
NORTH AVENUE
W. ELM STREET
ELM AVENUE
EPHS - ROCK BLVD
W. ELM STREET
HWY 112/GARLAND AVE
N. KNAPP DRIVE
N. MORRILL AVENUE
GABART STREET
W. DRAKE STREET
NORTH AVENUE
BURNS MCDONNELL
date 04/22/20
designed WPP
drawn WPP
checked SRB
HWY 112 / GARLAND AVE. POPLAR ST. TO DRAKE ST.
project 117298
contract 040720
drawing EXHIBIT 01
rev. 0
sheet 01 of 01 sheets
No.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1765

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Staff requests Council Approval of a Budget Adjustment allocating ACT 833 Funds for the purchase of firefighting supplies and fire equipment.**

RECOMMENDATION:
Staff requests Council approval of a Budget Adjustment allocating ACT 833 funds for the purchase of firefighting supplies and fire equipment.

BACKGROUND:
The State Fire Protection Services Program - Act 833 of 1991 provides funding to qualified fire departments for firefighting training, procurement of new or modernization of existing firefighting equipment, and capital expenditures and/or security pledges to be used in the financing of firefighting equipment, initial capital construction, or improvement of fire departments.

DISCUSSION:
The aforementioned program is funded through a half of 1% premium tax on fire insurance policies. The funds are distributed through a formula to counties within the State of Arkansas. Each county decides how the funds are distributed to municipal and rural fire departments within the county. To receive funds, each fire department must complete a certification application and expenditure report on an annual basis.

BUDGET/STAFF IMPACT:
Approval of this Budget Adjustment will allow for allocation and usage of existing ACT 833 funds. This Adjustment will move the funds from the ACT 833 Escrow account to Fire G/L Accounts to allow for procurement of firefighting supplies and fire equipment.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment

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

File #: 2025-1765

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $38,000.00 ALLOCATING ACT 833 FUNDS FOR THE PURCHASE OF FIRE EQUIPMENT

WHEREAS, the State Fire Protection Services Program, which was created pursuant to Act 833 of 1991, provides funding to qualified fire departments for firefighting training, procurement of new or modernization of existing firefighting equipment, and capital expenditures and/or security pledges to be used in the financing of firefighting equipment, initial capital construction, or improvement of fire departments; and

WHEREAS, this program is funded through a one-half of 1% premium tax on fire insurance policies and the funds are distributed to counties within the State of Arkansas; and

WHEREAS, each county decides how the funds are distributed to municipal and rural fire departments within the county; and

WHEREAS, to receive funds, each fire department must complete a certification application and expenditure report on an annual basis.

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, in the amount of $38,000.00 allocating Act 833 funds for the purchase of fire equipment.

City of Fayetteville Staff Review Form

2025-1765

Item ID

10/7/2025

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

Brad Hardin	9/8/2025	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests Council approval of a Budget Adjustment allocating ACT 833 funds for the purchase of firefighting supplies and fire equipment.

Budget Impact:

1010.300.3020-5210.00 & 1010.300.3020-5218.00	General
Account Number	Fund
33047.1	ACT 833
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	169,015.00
		Expenses (Actual+Encum)	$	137,017.75
		Available Budget	$	**31,997.25**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	38,000.00
		Remaining Budget	$	**69,997.25**

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	FIRE (300)	
	Requestor: Brad Hardin	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff requests Council Approval of a Budget Adjustment allocating ACT 833 funds for the purchase of firefighting supplies and fire equipment.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1765**

Holly Black
9/10/2025 9:45 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025721

TOTAL	38,000	38,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.300.3020-4308.00		4,745	33047	1	RE	Public Safety Acts - Fire Act 833
1010.300.3020-5218.00	4,745		33047	1	EX	Supplies - Fire Fighting
1010.300.3020-5911.00	(4,745)	-	33047	900	EX	Contingency - Savings Other
1010.300.3020-4308.00	-	(4,745)	33047	900	RE	Public Safety Acts - Fire Act 833
	-	-				
1010.300.3020-4308.00	-	38,000	33047	1	RE	Public Safety Acts - Fire Act 833
1010.300.3020-5210.00	10,000	-	33047	1	EX	Minor Equipment
1010.300.3020-5218.00	28,000	-	33047	1	EX	Supplies - Fire Fighting
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1856

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Jared Rabren, Airport Director

SUBJECT: **Airport Pavement Crack Repair – Accept Grant Funds, Garver Task Order 13, Budget Adjustment**

RECOMMENDATION:
Staff requests approval to accept a $200,000 grant received from the Arkansas Department of Aeronautics (ADA), approval to execute a task order in the amount of $29,000 for Garver, LLC to provide engineering services for the proposed Pavement Crack Repair project, and approval for a budget adjustment in the amount of $224,000.00 for the project.

BACKGROUND:
The east general aviation apron pavements provide access to the T-hangar facilities located at the northeast corner of airport. The 30-plus year-old pavements are generally performing adequately; however, low- to moderate severity cracks have developed throughout the apron. This project will seal low- to moderate severity cracks and repair high severity cracks to extend the life of the apron pavements, delaying the need for more costly pavement reconstruction. This project will also address pavement marking deficiencies noted during the airport's most recent FAA Part 139 inspection completed in March 2025.

DISCUSSION:
Approval of Task Order 13 will authorize Garver to proceed with bid package development. The project will advertise for bids in Spring 2026. Upon receipt of bids, the Aviation Division will seek approval to execute a construction contract with the lowest responsive and responsible bidder. A complete breakdown of the expected project funding is included below. All costs associated with this task order are included in the total project cost.

Below is a summary of the anticipated project costs and funding breakdown for the project.

Engineering Services (Task Order 13):	$29,000.00	ADA:	$200,000.00
Construction (Estimated):	$195,000.00	City:	$24,000.00
TOTAL:	**$224,000.00**	**TOTAL:**	**$224,000.00**

BUDGET/STAFF IMPACT:
The Aviation Division may expend up to $31,900.00 of its fund balance reserve to complete design services until ADA reimbursement at the end of the project. This amount includes $29,000.00 for Task Order 13 plus a

10% project contingency.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. ADA Grant Letter, 6. Task Order 13

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

File #: 2025-1856

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF $200,000.00 TO FUND THE DRAKE FIELD PAVEMENT CRACK REPAIR PROJECT, TO APPROVE TASK ORDER NO. 13 IN THE AMOUNT OF $29,000.00 FOR GARVER, LLC TO PROVIDE ENGINEERING SERVICES FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the east general aviation apron provides access to the Drake Field T-hangar facilities and, while the 30-plus year-old pavements are generally performing adequately, low-to moderate severity cracks have developed throughout the apron; and

WHEREAS, the Pavement Crack Repair Project will seal low-to moderate severity cracks and repair high severity cracks to extend the life of the apron pavements, delaying the need for more costly pavement reconstruction; and

WHEREAS, this project will also address pavement marking deficiencies noted during the Airport's most recent FAA Part 139 inspection completed in March 2025.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a grant from the Arkansas Department of Aeronautics in the amount of $200,000.00 to fund the Pavement Crack Repair Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 13 in the amount of $29,000.00 for Garver, LLC to provide bid package development and construction phase services for the project.

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

City of Fayetteville Staff Review Form

2025-1856

Item ID

10/7/2025

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

Jared Rabren	9/11/2025	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests approval to accept a $200,000 grant received from the Arkansas Department of Aeronautics (ADA), approval to execute a task order in the amount of $29,000 for Garver, LLC to provide engineering services for the proposed Pavement Crack Repair project, and approval for a budget adjustment in the amount of $224,000.00 for the project.

Budget Impact:

5550.760.3960-5860.02 5550.760.3960-5400.00	Airport
Account Number	Fund
32504.2501	Airport Pavement Crack Repair
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	224,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	224,000.00
		Remaining Budget	$	-

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	AIRPORT SERVICES (760)	
	Requestor: Jared Rabren	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff requests approval to accept a $200,000 grant received from the Arkansas Department of Aeronautics (ADA), approval to execute a task order in the amount of $29,000 for Garver, LLC to provide engineering services for the proposed Pavement Crack Repair project, and approval for a budget adjustment in the amount of $224,000.00 for the project.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1856**

Holly Black
9/17/2025 3:28 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	200,000	200,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5550.760.3960-5860.02	29,000	-	32504	2501	EX	Capital Prof Svcs - Engineering/Architectura
5550.760.3960-5400.00	195,000	-	32504	2501	EX	Building & Grounds - Maintenance
5550.760.3960-4302.00	-	200,000	32504	2501	RE	State Grants - Capital
5550.760.3960-5804.00	(24,000)	-	21010	1	EX	Building Costs
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

Hugh McDonald
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

COMMISSIONERS

James "Jay" Brain
Rogers

Samuel Jackson
Blytheville

Will Dawson
Clinton

Lloyd Wofford
Jonesboro

Jeff D. Standridge, Ed.D.
Conway

Tim Stockdale
Hot Springs

Shannon Hobbs
Wynne

DRAKE FIELD—FAYETTEVILLE MUNICIPAL AIRPORT
ATTN: Jared Rabren, Airport Director
E: Jared Rabren jrabren@fayetteville-ar.gov

Dear Mr. Rabren:

During the June 18, 2025 meeting of the Arkansas Aeronautics Commission, a 90-10% Grant Request was approved for Drake Field—Fayetteville Municipal Airport. The request approved provides funding in the amount of $200,000.00 for Crack Seal of GA Area Pavement & Sections of Taxiways A, B, & C.

This grant has been assigned Grant #4391-25 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,

Jerry Chism, Director

JC:kg

cc: State Senator Greg Leding; State Representative Denise Garner

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV

APPENDIX A-13

TASK ORDER 13
FAYETTEVILLE – DRAKE FIELD AIRPORT
PAVEMENT CRACK REPAIR

This TASK ORDER is made as of _____, 2025 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as "CITY OF FAYETTEVILLE," and GARVER, LLC, hereinafter referred to as "GARVER", in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on November 17, 2020.

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements at Fayetteville – Drake Field (FYV).

> Crack seal low- to moderate-severity cracks and repair high-severity cracks on the east general aviation apron. Repair taxiway centerline joints and remark where FAA Part 139 deficiencies were noted as shown in Exhibit C-13.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):
- 1.1.1 See Exhibit A-13, attached.

1.2 In addition to those obligations set forth in the Agreement, CITY OF FAYETTEVILLE shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Task Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the CITY OF FAYETTEVILLE outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of CITY OF FAYETTEVILLE. Such documents or data will be returned upon completion of the Services or at the request of CITY OF FAYETTEVILLE.
- 1.2.5 Pay all plan review and advertising costs in connection with the project.
- 1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as CITY OF FAYETTEVILLE may require.
- 1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, CITY OF FAYETTEVILLE will pay Garver on a lump sum basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay Garver.

The table below presents a summary of the fee amounts and fee types for this Task Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	$19,300.00	LUMP SUM
Construction Phase Services	$9,700.00	COST+FF
TOTAL FEE	**$29,000.00**	

Bid Package Development
The lump sum amount to be paid under this Task Order is **$19,300.00**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026.

Construction Phase Services
For cost plus fixed fee services, the City will pay Consultant, for time spent on the project, at the unburdened hourly payroll rate of each of Consultant's personnel during the performance of these Services for work time directly connected with the project, plus payroll and general overhead costs of 190.11% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services, plus a fixed fee. Estimated cost of these Services, including the fixed fee is **$9,700.** The actual total fee may exceed this estimate with City approval. For informational purposes, a breakdown of Consultant's estimated costs is included in Exhibit B-13 with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Consultant shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Consultant shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

Additional Services (Extra Work). For services not described or included in Section 1, but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay Garver as expressly set forth in the applicable Amendment.

SECTION 3 – EXHIBITS

3.1 The following Appendices are attached to and made a part of this Task Order:
- 3.1.1 Exhibit A-13 – Scope of Services
- 3.1.2 Exhibit B-13 – Manhour Tables
- 3.1.3 Exhibit C-13 – Project Exhibit

This Task Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If there is an express conflict between the provisions of this Task Order, or the Agreement, and any Appendices hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Exhibit(s), unless explicitly amended within the Task Order by the Parties.

Approval and acceptance of this Task Order, including attachments listed in Section 3 – Exhibits, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE	**GARVER, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Blake Roberson *Printed Name*
Title: _____	Title: Vice President
Date: _____	Attest: _____
Attest: _____	

EXHIBIT A-13
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the airfield pavement at Fayetteville – Drake Field (FYV). Improvements will consist primarily of asphalt pavement surface treatment, crack repair, and pavement markings at various locations across the airfield as shown in Exhibit C-13.

- Bid Package Development
- Construction Phase Services

1. BID PACKAGE DEVELOPMENT

1.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions.

1.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

1.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers and project engineers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

1.4. Airspace Analysis: Garver will prepare and submit the project to the FAA for temporary airspace clearance for construction activities on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

1.5. Construction Safety and Phasing Plan

1.5.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

1.6. Existing Conditions Review

1.6.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

1.6.2. Site Visits: Garver's civil engineers will perform up to one (1) site visits to the project site to review existing conditions and evaluate survey and record document data.

1.7. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase
	100% Issued for Bid
Cover Sheet and Sheet Index	X
Survey Control and Project Layout Plan	X
Construction Safety Plans	X
Construction Safety Details	X
Pavement Rehabilitation Plans	X
Pavement Rehabilitation Details	X
Pavement Marking Plans	X
Pavement Marking Details	X

1.8. Specifications and Contract Documents

1.8.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

1.8.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

1.9. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

1.10. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

1.10.1. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within one week.

1.11. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. The Owner will pay advertising costs outside of this contract.

1.12. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.13. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

2. CONSTRUCTION PHASE SERVICES

2.1. Upon completion of bid package development, Garver shall begin the construction phase of the work and will accomplish the tasks further described below.

2.2. Issued for Construction (IFC) Documents

2.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

2.3. Submittals

2.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system,

Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4. Notice to Proceed & Preconstruction Meeting

2.4.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

2.5. Progress Meetings

2.5.1. As a minimum, Garver's Project Manager will attend weekly progress meetings with the Owner and Contractor. It is expected that 2 meetings will be held on-site. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties.

2.6. Owner Coordination

2.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

2.7. RFIs

2.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

2.8. Progress Payments

2.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

2.9. Change Orders

2.9.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

2.10. Final Inspection

2.10.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2.11. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

2.11.1. Garver will provide part-time Resident Project Representative (RPR) services for the 14-calendar-day construction contract performance time. The proposed fee is based on 2 visits per week during the construction contract performance time for the RPR. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.11.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
- As necessary, conduct safety meetings with the Contractor.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.

2.11.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.11.4. At the conclusion of construction, Garver will assist the Owner in the submission of state grant closeout documents for the project.

3. PROJECT DELIVERABLES

3.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 100% Issued for Bid Plans and Specifications to the Owner.
- Issued for Construction Plans and Specifications to the Owner and Contractor.
    - Three hard copies to the Contractor
    - One copy to the Owner
- Reviewed submittals to the Contractor.
    - ADA Closeout Package to the Owner and the ADA.
- Other electronic files as requested.

4. ADDITIONAL SERVICES

4.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or . Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Pavement Design
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Construction Materials Testing.
- Large Scale Development Submission or Coordination.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

5. SCHEDULE

5.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-13

City of Fayetteville
FYV Pavement Crack Repair

Bid Package Development

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-1	AM-1
	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers
	$74.96	$64.11	$56.08	$49.00	$38.04	$42.32	$28.51
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Develop Quality Control Plan			2				
Coordination with Client			4				
Internal (Weekly) Progress Meetings (4)		1	4		4		
Site Visit (1 person, 1 trip)			2				
CSPP Review Meeting (2 people, virtual)		1	1				
Subtotal - Project Administration	**0**	**2**	**13**	**0**	**4**	**0**	**0**
2. Civil Engineering							
Base Map Setup					4		
Establish Design Criteria and Parameters			2				
Review As-Built Drawings			1		2		
Submit Temporary Airspacing through OEAAA			2				
Final Plans							
Cover Sheet and Sheet Index					1		
Survey Control and Project Layout Plan			1		2		
Construction Safety Plans			1		6		
Construction Safety Details					2		
Pavement Rehabilitation Plans			1		5		
Pavement Rehabilitation Details					4		
Pavement Marking Plans			1		6		
Pavement Marking Details					2		
Develop Final Construction Contract Documents			4				
Develop Final Technical Specifications			4		2		
Develop Final Supplemental Specifications			1		2		
Develop Final Quantities			2		4		
Develop Final Opinions of Probable Construction Costs			4				
Internal Quality Control (QC) Review		4	8				
Incorporate QC Review Comments					4		
Incorporate Final Owner Review Comments					4		
Coodinate Bid Documents with City Procurement Department			2				
Review and Respond to Requests for Information (RFI)			1		2		
Draft and Distribute Addenda			1		1		
Bid Opening (1 person, on-site)			2				
Evaluate Bids and Prepare Recommendation of Award			2				
Prepare Contract Documents			4				
Subtotal - Civil Engineering	**0**	**4**	**44**	**0**	**53**	**0**	**0**
Hours	**0**	**6**	**57**	**0**	**57**	**0**	**0**

SUBTOTAL - SALARIES:	**$5,749.50**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$10,930.37**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$35.73
Postage/Freight/Courier	$0.00
Travel Costs (2 trips at 50 mi/trip)	$67.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$102.73**
SUBTOTAL:	**$16,782.60**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$2,517.39**
TOTAL FEE:	**$19,300.00**

Exhibit B-13

City of Fayetteville
FYV Pavement Crack Repair

Construction Phase Services

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	C-1	AM-1
	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers	Aviation Rogers
	$74.96	$64.11	$56.08	$49.00	$38.04	$42.32	$28.51
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Prepare IFC Plans and Specs and submit to Contractor and Owner			1		2		
Prepare and Distribute Notice To Proceed			1				
Prepare for Preconstruction Meeting			1				
Attend Preconstruction Meeting		2	2				
Prepare and Distribute Preconstruction meeting minutes			1				
Prepare Contractor Pay Application (1 applications)			2				
Coordination with Inspector (1 hr/week)			2				
Develop Submittal Log					1		
Prepare Change Orders			2				
Response to Contractor and RPR Inquiries			2				
Prepare for and Attend (On-Site) Progress Meetings (1 person, 2 meetings)			4				
Shop Drawings/Submittal Review & Responses			4				
Final Inspection and Punchlist						3	
Punchlist Coordination			2				
Final Walkthrough		1	2				
Develop and Distribute Record Documents			1		4		
Resident Project Representative Services (2 visits/week)						12	
ADA Grant Closeout			4				
Subtotal - Civil Engineering	**0**	**3**	**31**	**0**	**7**	**15**	**0**
Hours	**0**	**3**	**31**	**0**	**7**	**15**	**0**

SUBTOTAL - SALARIES:	**$2,831.89**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$5,383.71**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$19.19
Postage/Freight/Courier	$0.00
Travel Costs (6 trips at 50 mi/trip)	$200.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$219.19**
SUBTOTAL:	**$8,434.79**
SUBCONSULTANTS FEE:	**$0.00**
PROFESSIONAL FEE	**$1,265.22**
TOTAL FEE:	**$9,700.00**

REMARK HOLD LINE AND SURFACE PAINTED HOLD POSITION SIGNS

REPAIR LONGITUDINAL CENTERLINE JOINT AND REMARK TAXIWAY CENTERLINE

TERMINAL

TERMINAL APRON

REPAIR LONGITUDINAL CENTERLINE JOINT AND REMARK TAXIWAY CENTERLINE

TAXIWAY B

TAXIWAY B4

TAXIWAY B3

TAXIWAY D

TAXIWAY C

TAXIWAY B2

TAXIWAY B1

RUNWAY 16-34

TAXIWAY A2

TAXIWAY A1

TAXIWAY A

TAXIWAY C

REPAIR LONGITUDINAL CENTERLINE JOINT AND REMARK TAXIWAY CENTERLINE

REMARK HOLD LINE AND SURFACE PAINTED HOLD POSITION SIGNS

TAXIWAY D

TAXIWAY E

ELECTRICAL VAULT

CRACK SEAL AND REMARK GA APRON

GA APRON

N

0 100' 200' 400' 600'

(IN FEET)

LEGEND

	PROPOSED MARKING REMOVAL, CRACK SEAL, MARKING APPLICATION
RSA	RUNWAY SAFETY AREA
OFZ	OBSTACLE FREE ZONE
ROFA	RUNWAY OBJECT FREE AREA

GARVER

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REV.	DATE	DESCRIPTION	BY

FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, ARKANSAS

FYV PAVEMENT CRACK REPAIR

FYV PAVEMENT CRACK REPAIR SCOPE EXHIBIT

JOB NO.: 2500937
DATE: APRIL 2025
DESIGNED BY: KAB
DRAWN BY: AST

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXHIBIT
C-13

File: R:\Aviation\Airports\Arkansas\FYV - Drake Field\CIP\2025-2030\FYV GA Apron Rehabilitation Exhibit\GA Apron Rehab Exhibit.dwg Last Save: 4/23/2025 10:17 AM Last saved by: AThompson
Last plotted by: Andrew Thompson Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 4/23/2025 10:56 AM Plotter used: DWG To PDF.pc3

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1813

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Washington County Regional Ambulance Authority (WCRAA) Interlocal Agreement 2026-2030**

RECOMMENDATION:
Staff recommends the Mayor's Signature and Council Approval of The Interlocal Agreement for Continuation of Ambulance Services and for Membership in the Washington County Regional Ambulance Authority for the term January 1, 2026 through December 31, 2030. This agreement shall be automatically renewed with possible changes to Article 3 Financing. Per the Agreement, the Subsidy is based on population, square miles, and call time and will be updated six months prior to the beginning of the next calendar year.

BACKGROUND:
City Council approved Res. 68-08 on March 18, 2008, approving an Interlocal Agreement for Ambulance Services with the City of Fayetteville, Washington County, Elkins, Farmington, Goshen, Greenland, Lincoln, Prairie Grove, West Fork, Winslow, and Johnson and to establish the Ambulance Authority and Central Emergency Medical Services as the exclusive emergency and non-emergency ambulance service within the cities. This agreement was amended and approved by City Council through Res. 202-11 on November 15, 2011. An Interlocal Agreement was approved in December 1, 2015 by Council via Res. 221-15 which added Elm Springs and Tontitown and changed the payment amounts paid by each city and the county. Res. 32-21 was approved by Council on 1-19-21 with an updated agreement and later amended via Res. 192-22 on 9-6-22. The Latest Interlocal Agreement was approved by City Council on December 6, 2022 via Res. 272-22.

DISCUSSION:
Per Article 4 of the Agreement: "This initial term of this Agreement shall be from January 1, 2026 at 12:00 a.m. (midnight) through December 31, 2030 at 11:59 p.m. This Agreement shall be automatically renewed with possible changes to **Article 3 Financing** for an additional five-year term unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2030. A second automatic renewal shall occur on December 31, 2030 unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2035. Notwithstanding the above terms, all parties to this Agreement may withdraw from this Agreement upon six months' written notice to the Authority and shall only be responsible to pay its subsidy for that pro-rata portion of the year."

BUDGET/STAFF IMPACT:
Per Article 3 of the Agreement: "(a) All parties acknowledge that the need for a guaranteed revenue source independent of and in addition to fees for service is necessary in order to ensure the continued viability of said service.

(b)The annual regional ambulance service-funding source for all parties of this Agreement shall be based on three equally weighted factors:

1. The current year's population projection by NWA Regional Planning Commission beginning January 1, 2026.
2. The most recent full year's call-times for each City and the County unincorporated area.
3. The coverage area in total square miles for each City and the County unincorporated area.

Approval of the proposed new Interlocal Agreement for Ambulance Services will result in the 2026 subsidy amount of $1,216,622.
Funds for ambulance services are included each year in the Annual Budget and Work Program.

Per Article 3 of the Agreement: "*Subsidy Based on Population, Sq Miles, & Call Time and will be updated six months prior to the beginning of the next calendar year".

ATTACHMENTS: 3. Staff Review Form, 4. WCRAA Interlocal Agreement 2026-2030 for Signature

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

File #: 2025-1813

A RESOLUTION TO APPROVE A FIVE YEAR INTERLOCAL AGREEMENT FOR CONTINUATION OF AMBULANCE SERVICES THROUGH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY AT A COST OF $1,216,622 IN 2026, AND TO AUTHORIZE THE AMBULANCE AUTHORITY TO OPERATE CENTRAL EMERGENCY MEDICAL SERVICE AS THE EXCLUSIVE EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICE WITHIN THE CITIES

WHEREAS, A.C.A. §14-14-910, and §14-266-102 and §25-20-101 authorize cities and counties to enter into interlocal contracts to provide services such as emergency and non-emergency ambulance services; and

WHEREAS, on March 18, 2008, the City Council passed Resolution 68-08, approving an interlocal agreement creating an Ambulance Authority and establishing the Ambulance Authority and Central Emergency Medical Service (CEMS) as the exclusive emergency and non-emergency ambulance service within Fayetteville and the other participating cities; and

WHEREAS, continuation of the Ambulance Authority is crucial for the continued health and safety of the residents of unincorporated Washington County and the cities that are covered by the Authority; and

WHEREAS, in order to save taxpayer money and to reduce the need for taxpayer revenue to subsidize the furnishing of emergency ambulance service to our residents, the Ambulance Authority and Central Emergency Medical Services should continue to be designated the exclusive provider of emergency and non-emergency ambulance service within all cities that are parties to this agreement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the five year interlocal Agreement For Continuation of Ambulance Services through the Washington County Regional Ambulance Authority, a copy of which is attached to this Resolution, at a cost of $1,216,622 in 2026; authorizes Mayor Rawn to sign this agreement; and authorizes the Ambulance Authority to continue to operate Central Emergency Medical Service as the exclusive emergency and non-emergency ambulance services provider throughout Fayetteville and every other city which is a party to this agreement as broadly as authorized in A.C.A. §14-266-102 and 105.

City of Fayetteville Staff Review Form

2025-1813

Item ID

10/7/2025

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

Brad Hardin	9/10/2025	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving The Interlocal Agreement for Continuation of Ambulance Services and for Membership in the Washington County Regional Ambulance Authority for the term January 1, 2026 through December 31, 2030. This agreement shall be automatically renewed with possible changes to Article 3 Financing. Per the Agreement, the Subsidy is based on population, square miles, and call time and will be updated six months prior to the beginning of the next calendar year.

Budget Impact:

1010.090.6600-5705.00	General Fund
Account Number	Fund
40901.4009	Outside Agencies Funding - CEMS
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,007,492.00
		Expenses (Actual+Encum)	$	1,007,492.00
		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 # Res 272-22

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AGREEMENT
FOR CONTINUATION OF AMBULANCE SERVICES THROUGH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY

THIS INTERLOCAL AGREEMENT FOR CONTINUATON OF AMBULANCE SERVICES THROUGH THE WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY ("Agreement") is made and entered into by and between the WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY ("Authority" or "WCRAA"), WASHINGTON COUNTY, ARKANSAS, ("County") and the cities of ELKINS, ELM SPRINGS, FARMINGTON, FAYETTEVILLE, GOSHEN, GREENLAND, JOHNSON LINCOLN, PRAIRIE GROVE, TONTITOWN, WEST FORK, and WINSLOW ("Cities").

WHEREAS, A.C.A. §14-14-910, A.C.A. §25-20-101, and A.C.A. §14-266-102 authorize cities and counties to enter into contracts to co-operate or join with each other to provide emergency and non-emergency medical services and to specify the responsibilities of all parties; and,

WHEREAS, all parties acknowledge that the continued provision of ambulance service is crucial for the continued health and safety of the residents of the named Cities and the County; and,

WHEREAS, said Authority should consist of representatives of all of the above-named Cities and the County; and,

WHEREAS, all parties agree that subsidies will be based on the Northwest Arkansas Regional Planning Commission annual population estimates, the geographic area of each named City and the County unincorporated area, and the most recent full year's call time data for each participating entity.

WHEREAS, the Agreement for Continuation of Ambulance Services and Membership in the WCRAA is set to renew on its own terms on December 31, 2030 unless a party to that Original Agreement notifies the other parties of its intent to withdraw by September 1, 2030; and

WHEREAS, all parties agree to review population accuracy and financial position of the WCRAA on an annual basis at the end of the second quarter each year to maintain appropriate funding for the ambulance service to serve the residents of the named Cities and the County; and,

WHEREAS, all parties intend for the WCRAA to continue in operation and administration beyond said December 31, 2030 renewal, with the WCRAA continuing to exist as it does today; and

WHEREAS, the parties acknowledge that their financial contributions to the WCRAA as set forth in this Agreement and previous Agreements funding the WCRAA is for and in consideration of (a) ambulance service coverage within each of their respective cities, for the cities, and in the unincorporated areas of Washington County for the County, and (b) continued participation in the WCRAA; and

WHEREAS, all parties acknowledge that the continuation of the WCRAA will demand close and continued cooperation of all parties.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1. AUTHORITY ORGANIZATION.

(a) The chief executive officer of each entity shall represent said entity on the Board of Directors of the Authority to be known as the Washington County Regional Ambulance Authority.

(b) The Board shall meet no less than annually to transact all business associated with the powers and responsibilities conferred upon it. However, the Board shall reserve to itself the right to meet on whatever basis it determines is appropriate.

(c) The Board shall employ an executive director/chief to manage a regional ambulance system.

(d) In order to ensure maximum efficiency and effectiveness of the operation, an executive committee shall be formed to be charged with the oversight of the day-to-day operation of the system. The members of said executive committee shall be as follows:

(1) Two County appointees who shall reside in the service area and who shall be appointed by the County Judge and affirmed by the Quorum Court;

(2) The Fayetteville City appointee who shall be appointed by the Mayor and confirmed by the City Council;

(3) A second Fayetteville appointee (Both City appointees shall serve at the pleasure of the City Council and can be removed and replaced by different representatives by City Council Resolution;

(4) A small City appointee who shall be chosen by the board members of the aforesaid cities, excluding the City of Fayetteville;

(5) A hospital representative who shall reside in the service area to be chosen by the County appointees, the Fayetteville appointees, and the small city appointee.

(6) A representative of the financial community residing in the service area to be chosen by the County appointees, the Fayetteville appointees, and the small city appointee.

ARTICLE 2. PURPOSES, POWERS, RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CREATED ENTITY.

(a) All parties acknowledge that the need to create an entity to own, operate and manage an ambulance service is necessary and appropriate.

(b) The Authority created herein will have the powers:

(1) To provide advanced and basic life support emergency ambulance service, medical standbys and Mobile Integrated Health-Community Paramedicine (MIH-CP) in the designated area;

(2) To provide emergency medical dispatch including pre-arrival instructions in accordance with approved dispatch protocols;

(3) To set ambulance user fees;

(4) To own system revenues;

(5) To provide exclusive emergency (county-wide) and non-emergency (within the cities only) ambulance service;

(6) To enter into mutual aid and automatic aid Agreements with neighboring ambulance services for emergency and or non-emergency services;

(7) Comprehensive regulatory powers over the ambulance system performance;

(8) Ownership of or access to key components of the system infrastructure;

(9) Centralize medical direction and clinical oversight of the ambulance system to the extent deemed necessary;

(10) To promulgate rules and regulations to further effectuate the purposes of this Agreement;

(11) To purchase, own and dispose of real and personal property;

(12) To adopt and oversee comprehensive system performance on an annual basis to include periodic revisions to comply with emerging technologies and changes in clinical and operational standards.

(c) Washington County Regional Ambulance Authority's Specific Duties.

The Authority created herein shall have the following specific duties and responsibilities **in addition to** the statutory and administrative requirements of §14-266-109, the Arkansas Medical Practices Act, and any other government or professional standards.

(1) Response time metrics shall be analyzed no less than monthly to determine the need for additional ambulances and staff to maintain agreed upon service levels.

(2) Reporting Requirements.

(A) Fayetteville. On the third Tuesday of July each year, the Washington County Regional Ambulance Authority by the two Fayetteville representatives on the Executive Committee shall appear before the Fayetteville City Council to present:

(i) The written annual, audited report of the previous year's financial and response data reports;

(ii) A written report of the financial and response data for the first half of the current year;

(iii) Plans and projections to replace or enlarge capital property and equipment within the next 18 months;

(iv) Plans and justifications for any personnel increases within the next 18 months; and

(v) Revenue/expense projections for the next 18 months.

(B) Any Other Member of This Authority. Upon written request by any other member of this authority, the Board Member representing that entity shall provide the full written and oral report referred to in (A) to that City or to the County during its regular July or August meeting.

ARTICLE 3. FINANCING; TRAINING; COMPLIANCE WITH A.C.A. §20-13-301 *ET. SEQ*.

(a) All parties acknowledge that the need for a guaranteed revenue source independent of and in addition to fees for service is necessary in order to ensure the continued viability of said service.

(b) The annual regional ambulance service-funding source for all parties of this Agreement shall be based on three equally weighted factors:

(1) The current year's population projection by NWA Regional Planning Commission beginning January 1, 2026.

(2) The most recent full year's call-times for each City and the County unincorporated area.

(3) The coverage area in total square miles for each City and the County unincorporated area.

Washington County Regional Ambulance Authority-Interlocal Agreement 2026-2030

City	NWAPC Population Estimates					Sq Mile	Call Times	Subsidy
	2026	2027	2028	2029	2030		2024	2026
Elkins	4,202	4,294	4,388	4,483	4,581	3.91	411	$ 38,359
Elm Springs	2,787	2,859	2,933	3,009	3,086	5.99	60	$ 21,667
Farmington	10,938	11,178	11,424	11,674	11,931	9.88	742	$ 88,364
Fayetteville	106,330	107,965	109,625	111,311	113,022	55.80	18,906	$1,216,622
Goshen	2,492	2,549	2,607	2,666	2,726	11.52	101	$ 27,325
Greenland	1,381	1,457	1,538	1,623	1,713	4.05	172	$ 16,699
Johnson	3,876	3,965	4,056	4,149	4,244	3.65	215	$ 29,850
Lincoln	2,522	2,601	2,683	2,767	2,854	2.89	512	$ 32,642
Prairie Grove	8,994	9,203	9,418	9,637	9,862	9.33	968	$ 86,121
Tontitown	8,271	8,441	8,614	8,791	8,972	18.05	353	$ 70,604
West Fork	2,525	2,615	2,707	2,803	2,902	3.73	279	$ 25,583
Winslow	372	377	381	385	390	1.83	87	$ 6,636
County Rural	36,933	37,158	37,373	37,578	37,771	771.39	4,368	$1,120,355
Total	191,624	194,662	197,745	200,875	204,053	902.02	27,173	$2,780,828

**Subsidy Based on Population, Sq Miles, & Call Time and will be updated six months prior to the beginning of the next calendar year*

	Total Subsidy				
	2026	2027	2028	2029	2030
Total:	$2,780,828	$2,895,307	$3,014,499	$3,138,597	$3,267,804

(c) Except as stated above, no party to this Agreement may be financially obligated without the approval of its governing body.

(d) All governing bodies who are parties to this Agreement must approve any increases in subsidy.

(e) A percentage of these funds shall be set aside for replacement of capital items.

(f) The ambulance service owned by or under contract with the Authority shall be required to provide, at no additional charge, (an) the Arkansas Department of Health 24 hour approved basic refresher course to all EMT certified firefighters that act as first responders with said ambulance service.

(g) The financing provided by the parties hereto shall be from general revenues; furthermore, the financing and this Agreement are contingent upon compliance with A.C.A. §20-13-301 et. seq. by the County and all the parties will cooperate to the extent necessary in complying with such.

ARTICLE 4. TERM.

This initial term of this Agreement shall be from January 1, 2026 at 12:00 a.m. (midnight) through December 31, 2030 at 11:59 p.m. This Agreement shall be automatically renewed with possible changes to **Article 3 Financing** for an additional five-year term unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2030. A second automatic renewal shall occur on December 31, 2030 unless any party notifies the Authority in writing of its refusal to participate in the Authority and this Agreement by September 1, 2035.

Notwithstanding the above terms, all parties to this Agreement may withdraw from this Agreement upon six months' written notice to the Authority and shall only be responsible to pay its subsidy for that pro-rata portion of the year.

ARTICLE 5. CONTINUATION OF OWNERSHIP OF EQUIPMENT BELONGING TO AND OPERATION OF WASHINGTON COUNTY REGIONAL AMBULANCE AUTHORITY.

Property currently owned by WCRAA and all other property and resources of the Authority purchased during its existence or owned by it on July 2, 2011, or thereafter shall remain the Authority's exclusive property throughout the Authority's existence. It is the intent of all parties that WCRAA's current operations, administration, policies, practices and procedures as they now exist shall continue for the length of this Agreement. Furthermore, it is the intent of all parties that all legal obligations of and rights now belonging to the WCRAA shall continue to bind or inure to the benefit of, as the case may be, the WCRAA during the length of this Agreement. The WCRAA shall continue to exist as a corporate body as it has since the first Interlocal Agreement forming the WCRAA, with the sole exception that the

Cities of Elm Springs and Tontitown became full members of the WCRAA upon execution of THE AGREEMENT FOR CONTINUATION AND EXPANDED MEMBERSHIP IN THE WASHINGTON CONTY REGIONAL AMBULANCE AUTHORITY on November 19, 2015 this Agreement and while they honor their obligations hereunder, as any other participating entity. This Agreement shall be construed to effectuate this intent.

ARTICLE 6. SEVERABILITY.

The provisions of this Agreement are declared to be severable. If any provision hereof shall be held to be invalid or to be inapplicable to any person or circumstance, such holdings shall not affect the ability or the applicability of the remainder hereof.

ARTICLE 7. EFFECTIVE DATE.

This Agreement shall not be effective until approved and signed by all parties in accordance with the law.

APPENDIX TO AGREEMENT

APPENDIX DEFINITION OF TERMS WHEN AND IF USED.

Ambulance Authority: Quasi-governmental entity created to oversee and deliver ambulance service in a specified geographical service area.

Ambulance Service: Means emergency and non-emergency response and transport services offered by the Authority, including management, supervision, mass gatherings, community events and Mobile Integrated Health-Community Paramedic (MIH-CP).

Exclusivity: Sole provider of emergency ambulance rights granted by ordinance or resolution by each party to the extent allowed by State Law.

Subsidy: Government funds requested by the Authority to provide ambulance service with funding structure set forth by this Agreement based on geographic size, population, and call time generated within each respective area.

User Fees: Fees charged to patients treated or transported by the ambulance service, or fees charged to an individual or an organization for ambulance standby coverage.

(Signatures will be obtained via Docusign)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1842

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **Change Order to Bid 24-23 YRCC Construction Contract for Roof Retrofit and Streetside Boulders**

RECOMMENDATION:
Staff recommends approval of Change Order #3 to the Bid 24-23 Construciton Contract with Moser Construction LLC in the amount of $123,948.50 to retrofit the existing metal roof and provide streetside boulders, and approve a budget adjustment.

BACKGROUND:
April 2024, Per Resolution 105-24, City Council approved a Construction Contract with Moser Construction LLC., for the expansion of YRCC.
April 2025, Per Resolution 85-25, City Council approved Change Order #1 to include Buddy Hayes Park and streamside restoration.
September 2025, Change Order #2 was issued as a reconcile change order for the use of contingency funds.

DISCUSSION:
The metal roof system on the existing structure has outlived its life cycle. The proposed system includes an insulation panel underpayment with a TPO membrane system overlayment. This new system will no longer rely on caulking and screws.
Also included in the Change Order Scope is the addition of large boulders between the building entry steps and the street. These boulders are a visually appealing barrier, providing a clear definition between the building and street.

BUDGET/STAFF IMPACT:

GL ACCT	PROJECT	AMOUNT
4805.860.7540-5804.00	Park Project Bonds	123,948.50

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. YRCC CO 3 Moser

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

File #: 2025-1842

A RESOLUTION TO APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH MOSER CONSTRUCTION, LLC IN THE AMOUNT OF $123,948.50 TO RETROFIT THE EXISTING METAL ROOF, PROVIDE STREET SIDE BOULDERS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on April 2, 2024, the City Council approved Resolution 105-24 and authorized a contract with Moser Construction LLC for construction of the Yvonne Richardson Community Center expansion; and

WHEREAS, on April 1, 2025, the City Council approved Resolution 85-25 approving Change Order No. 1 that included Buddy Hayes Park and streamside restoration; and

WHEREAS, this change order includes an insulation panel underpayment with a TPO membrane system overlayment and the addition of large boulders between the building entry steps and street.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Change Order No. 3 to the contract with Moser Construction, LLC in the amount of $123,948.50 to retrofit the existing metal roof and to provide street side boulders.

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

City of Fayetteville Staff Review Form

2025-1842

Item ID

10/7/2025

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

Wade Abernathy	9/15/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

approval of Change Order #3 to the Bid 24-23 Construction Contract with Moser Construction LLC in the amount of $123,948.50 to retrofit the existing metal roof and provide streetside boulders, and approve a budget adjustment.

Budget Impact:

4805.860.7540-5804.00	Parks Projects 2024 Bonds
Account Number	Fund
46050.7540	Park Projects (Bonds) - YRCC Enhancements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,060,221.00
		Expenses (Actual+Encum)	$	1,842,948.77
		Available Budget	$	**217,272.23**
Does item have a direct cost?	Yes	Item Cost	$	123,948.50
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	123,949.00
		Remaining Budget	$	**217,272.73**

V20221130

Purchase Order Number: 2024-524

Previous Ordinance or Resolution # 85-24

Change Order Number: 2

Approval Date: 4/1/2025

Original Contract Number: 2024-27

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

approval of Change Order #3 to the Bid 24-23 Construction Contract with Moser Construction LLC in the amount of $123,948.50 to retrofit the existing metal roof and provide streetside boulders, and approve a budget adjustment.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1842**

Holly Black
9/16/2025 7:43 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4805.860.7540-5804.00	123,949	-	46050	7540	EX	Building Costs
4805.860.7999-5899.00	(123,949)	-	46050	7999	EX	Unallocated - Budget
	-	-				
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MOSER
CONSTRUCTION
moserconstruction.net

September 5, 2025

Mr. Wade Abernathy
City of Fayetteville
Yvonne Richardson Community Center
240 E. Rock
Fayetteville, Arkansas 72701

Re: YRCC/ BUDDY HAYES PARK

Wade, see attached and below as discussed.

Roof CO:	$104,153.00
Boulder Allowance Overages:	$10,285.00
Demo/Concrete at Boulders:	$22,571.00
Total Changes:	**$137,009.00**
Automation Allowance Unused:	($13,060.50)
Total CO Amount:	**$123,948.50**

Owner Approval _____ Date _____

I'll request a bond for the $69,993.49 and get the total for that to add as well and send to you when I have this!

Sincerely,

Project Manager

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1848

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Sewer Connection at 371 N. Harvey Dowell Rd**

RECOMMENDATION:
Staff recommends approval to allow for a sewer service connection at 371 N. Harvey Dowell Rd. with all installation and maintenance costs to be incurred by the property owner.

BACKGROUND:
The property owner at 371 N. Harvey Dowell Road is experiencing a failure of their existing septic system and has requested consideration for connection to the municipal sewer system. Two City sewer mains run near the back property line and a sewer manhole is directly behind the residence to allow for a private sewer pump/wet well system to pump into the existing sewer manhole.

This sewer connection request was reviewed and approved by the Water & Sewer Committee on September 9, 2025.

DISCUSSION:
A private sewer pump/wet well system will be utilized to pump into the existing sewer manhole. This method would not be considered as adding additional infrastructure, rather a sewer tap into the existing manhole. This work could be completed utilizing a licensed plumber with appropriate permits, and installation costs incurred solely by the property owner. The Water & Sewer Department would assist or provide direction in coring the existing manhole.

The private pressured sewer service would need to maintain a positive grade from the wet well into the manhole with a check valve. This would allow the service line to remain full of water, helping to prevent sewer gas from entering the private wet well/pumping system and home. The pressured sewer service must be connected into the existing manhole in a manner required by the Water & Sewer Standard Specifications. The wet well/pumping system and sewer service will be considered as privately owned with the point of demarcation beginning outside of the City's manhole. Maintenance will be the responsibility of the property owner.

Upon approval of this sewer connection request, the property owner would also have to pay impact fees before the City would approve the sewer tap. They would then be billed for sewer with their monthly utility bill.

BUDGET/STAFF IMPACT:
None.

ATTACHMENTS: 3. Staff Review Form, 4. Map of Area and Subject Property

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

File #: 2025-1848

A RESOLUTION TO APPROVE AN ALLOWANCE FOR A SEWER SERVICE CONNECTION BEYOND THE CITY LIMITS FOR PROPERTY LOCATED AT 371 NORTH HARVEY DOWELL ROAD

WHEREAS, §51.113 **Sewer Service and Extension Policy** states that "the city's sewerage system shall not be extended outside the city's corporate limits except on the express approval of the City Council"; and

WHEREAS, the property owner at 371 N. Harvey Dowell Road is experiencing a failure of their existing septic system and has requested consideration for connection to the municipal sewer system; and

WHEREAS, two City sewer mains run near the back-property line and a sewer manhole is directly behind the residence to allow for a private sewer pump/wet well system to pump into the existing sewer manhole; and

WHEREAS, this Washington County resident must pay a Wastewater Impact Fee for a new connection to our Wastewater facilities and out of town sewer rates; and

WHEREAS, all installation and maintenance costs will be incurred by the property owner.

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 sewer service connection for property located at 371 North Harvey Dowell Road upon payment of the necessary impact fees and any other costs required to make the sewer connection.

City of Fayetteville Staff Review Form

2025-1848

Item ID

10/7/2025

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

Tim Nyander	9/17/2025	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval to allow for a sewer service connection at 371 N. Harvey Dowell Rd. with all installation and maintenance costs to be incurred by the property owner.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

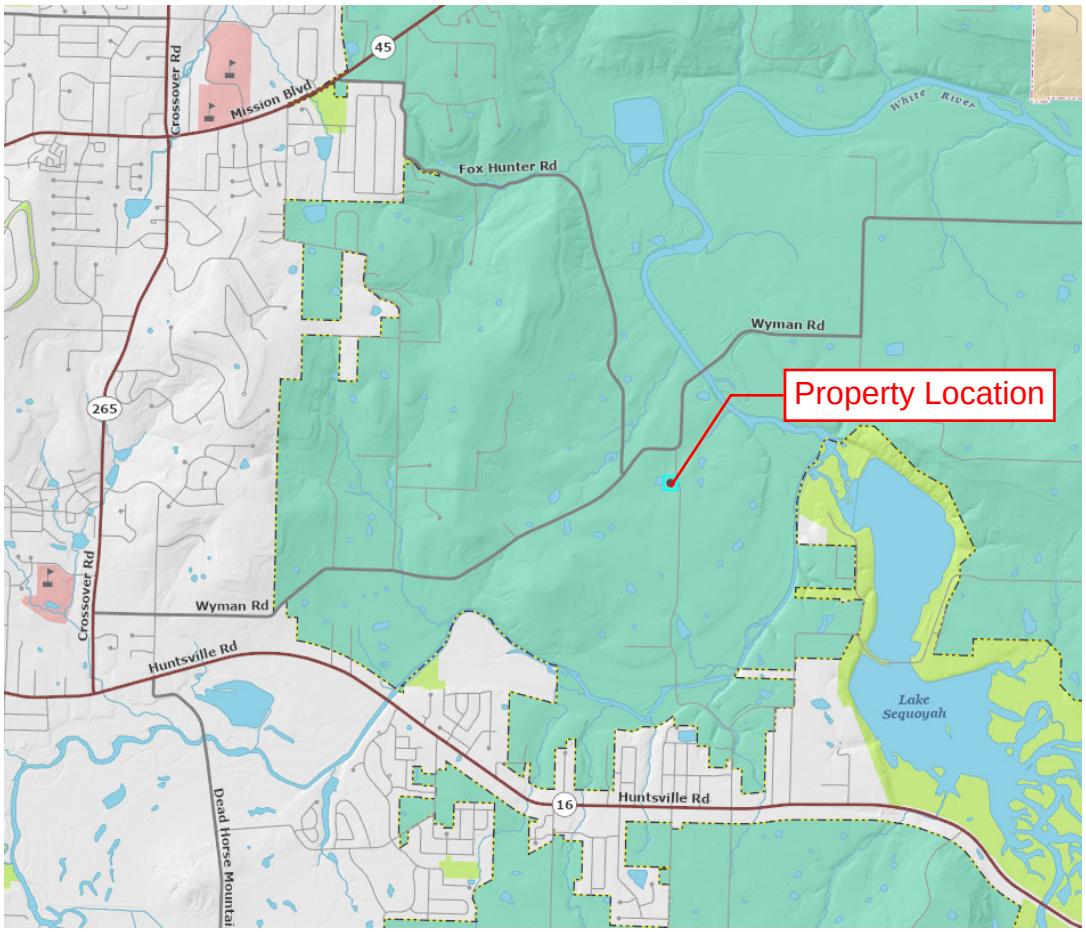
Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

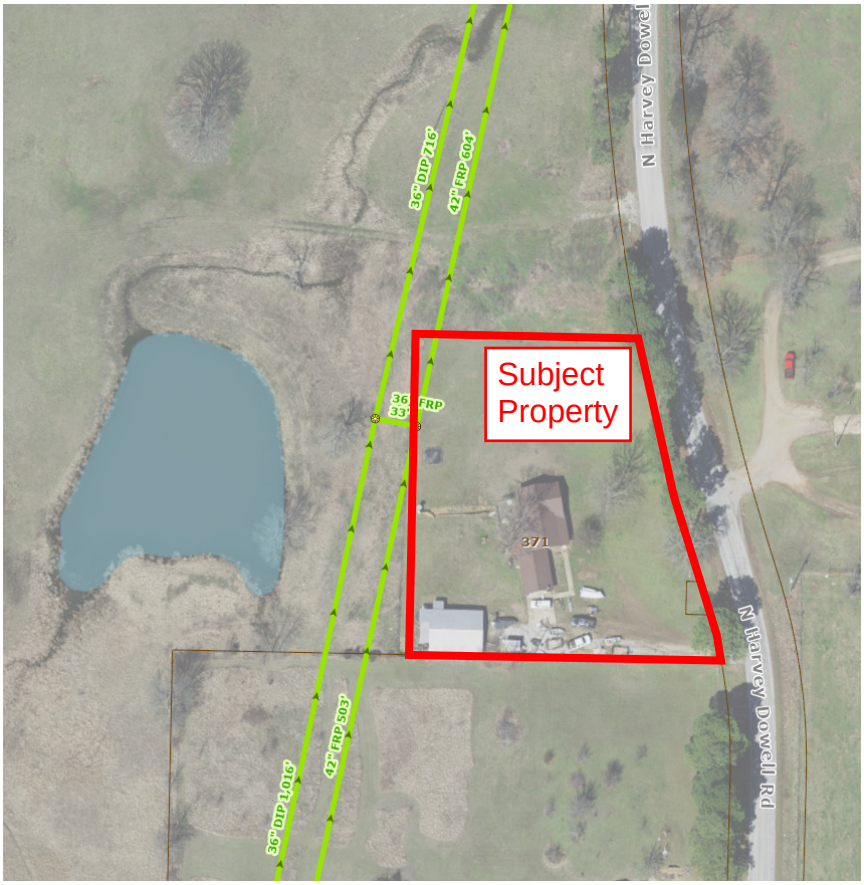
Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

371 N. Harvey Dowell Road





CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1850

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

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

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **ARDOT Supplemental Agreement Letter - Rupple Road Trail Lighting**

RECOMMENDATION:
Staff recommends approval of a supplemental agreement letter with the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for an additional $500,000.00 in Federal-aid funding through the Carbon Reduction Program for the Rupple Road Trail Lighting project and approval of a budget adjustment to recognize this revenue and authorize the Mayor to sign additional grant related documents as necessary to implement the project.

BACKGROUND:
The City of Fayetteville has received a total of $815,193.00 in federal-aid funding from the Arkansas Department of Transportation through the Northwest Arkansas Regional Planning Commission – Carbon Reduction Program for the installation of lighting along Rupple Road from Hwy 62 (MLK Jr. Blvd.) to Persimmon Street. The funding was awarded in two funding cycles:

- **June 2024**: $315,193 (recognized by resolution 288-24)
- **June 2025**: $500,000

Resolution 288-24 previously recognized the original $315,193 federal grant award and approved the Agreement of Understanding with ARDOT. The attached supplemental Agreement letter serves as an amendment to the original agreement, providing an additional $500,000 in federal aid funding for the project.

DISCUSSION:
The Rupple Road Trail Lighting Project will install new lighting along 1.8 miles of Rupple Road, from Martin Luther King Jr. Boulevard to Persimmon Street. Lighting will be placed in the median to illuminate both the roadway and the adjacent trail, including the three roundabouts along this corridor.

This project responds to significant community interest and supports the City's broader goals for active transportation and carbon reduction. By improving visibility and safety, the lighting will help extend trail use into evening hours, allowing more residents to walk, bike, or roll as a reliable and sustainable transportation option.

The project is currently 90% designed and has received environmental clearance. It is expected to go to bid in late 2025, with construction beginning in early 2026.

BUDGET/STAFF IMPACT:
City staff has generated a cost estimate for $1,018,991 for the Rupple Rd. lighting project. Resolution 288-24 recognized the original $315,193 in federal aid funding and allocated the 20 percent local match of $78,798. This request will recognize the additional $500,000 in federal aid funding and allocate the 20 percent local match of $125,000 from the 2022 Transportation bond funds.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. NWARPC Signed - 040967 CRP AOU letter - Rupple Trail Lighting $500k, 6. Rupple Trail Lighting Location Map

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

File #: 2025-1850

A RESOLUTION TO APPROVE A SUPPLEMENTAL AGREEMENT LETTER WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR AN ADDITIONAL $500,000.00 IN FEDERAL AID FUNDING THROUGH THE CARBON REDUCTION PROGRAM FOR THE RUPPLE ROAD TRAIL LIGHTING PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on December 4, 2024, City Council passed Resolution 288-24 accepting $315,193.00 in federal-aid funds through the Northwest Arkansas Regional Planning Commission Carbon Reduction Program for installations of lighting along the Rupple Road Trail from MLK Jr. Boulevard to Persimmon Street; and

WHEREAS, this supplemental agreement will serve as an amendment to the original agreement, providing an additional $500,000.00 in federal aid funding for the project.

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 Supplemental Agreement letter with the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for an additional $500,000.00 in Federal-aid funding through the Carbon Reduction Program for the Rupple Road Trail Lighting project, and further authorizes Mayor Rawn to sign any additional grant related documents necessary to implement the project.

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

City of Fayetteville Staff Review Form

2025-1847

Item ID

October 7th, 2025

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

Matt Mihalevich	9/17/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a supplemental agreement letter with the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for an additional $500,000.00 in Federal-aid funding through the Carbon Reduction Program for the Rupple Road Trail Lighting project and approval of a budget adjustment to recognize this revenue and authorize the Mayor to sign additional grant related documents as necessary to implement the project.

Budget Impact:

4601.860.7237-5814.05 4702.860.7237-5814.05	Bond Program Grant Matching Streets Projects 2022 Bonds
Account Number	Fund
46020.7237.2304	Streets Projects Bonds - Transportation Impr, Rupple Rd Lighting
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	$	625,000.00
		Remaining Budget	$	625,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 288-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a supplemental agreement letter with the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for an additional $500,000.00 in Federal-aid funding through the Carbon Reduction Program for the Rupple Road Trail Lighting project and approval of a budget adjustment to recognize this revenue and authorize the Mayor to sign additional grant related documents as necessary to implement the project.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1850**

Holly Black
9/18/2025 10:51 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	500,000	500,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4601.860.7237-4309.00	-	500,000	46020	7237.2304	RE	Federal Grants - Capital
4601.860.7237-5814.05	500,000	-	46020	7237.2304	EX	Improvements - Trails
4702.860.7237-5814.05	125,000	-	46020	7237.2304	EX	Improvements - Trails
4702.860.7999-5899.00	(125,000)	-	46020	7999	EX	Unallocated - Budget
	-	-				
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ARKANSAS STATE HIGHWAY COMMISSION

PHILIP TALDO
CHAIRMAN
SPRINGDALE

KEITH GIBSON
VICE CHAIRMAN
FORT SMITH

MARIE HOLDER
LITTLE ROCK

DAVID M. HAAK
TEXARKANA

JERRY L. HALSEY, JR.
JONESBORO

JARED D. WILEY, P.E.
DIRECTOR

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ArDOT.gov • www.IDriveArkansas.com

August 27, 2025

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

Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning Commission
1311 Clayton St.
Springdale, AR 72762

Dear Mayor Rawn and Mr. Conklin:

Reference is made to the City's award of $500,000.00 in 2026 Carbon Reduction Program – Attributable (CRP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for construction phase of Job 040967, Rupple Rd. Trail Lighting (Fayetteville) (S). This awarded Federal-aid funding will now be incorporated into Job 040967. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Fayetteville, NWARPC, and the Department for Job 040967. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 040967 will now be $815,193.00.

Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.

Sincerely,

Jared D. Wiley, P.E.
Director

APPROVED:

Molly Rawn
Mayor

APPROVED:

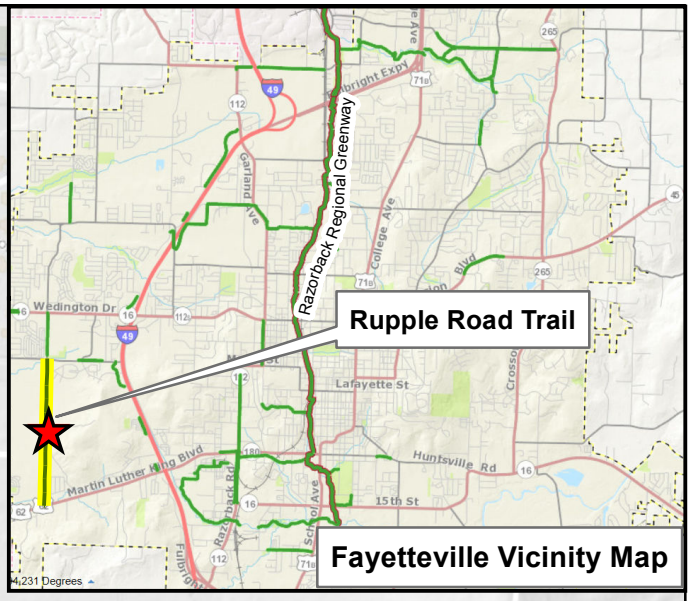
Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery
Consultant Contracts
Local Programs
Program Management
Roadway Design
District 4
Job 040967 'C' File



Proposed LED Trail lights

Sloan Brook Village
Neighborhood
(Under Construction)





Rupple Road Trail

Existing Rupple Road Trail (1.8 Miles)

Proposed Trail lighting
Along 1.8 Miles of Existing Trail
111 Lights Proposed

Walnut Crossing
Neighborhood

Legend

- Proposed Trail Lighting (1.8 Miles)
- Existing 12' Wide Concrete Trail

CITY OF FAYETTEVILLE ARKANSAS

0 250 500 1,000 1,500 2,000 Feet

Rupple Road Trail
Proposed Trail Lighting

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1854

MEETING OF SEPTEMBER 30, 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 WORK TRUCK ASSET REPLACEMENT THROUGH RANDALL FORD**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF A FORD RANGER THROUGH RANDALL FORD OF FORT SMITH FOR THE PURCHASE PRICE OF $36,695 PLUS ANY ADDITIONAL FREIGHT CHARGES OR DELIVERY FEES IN ACCORDANCE WITH ORDINANCE 6491 AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:
Asset number 1335 (WSEW_F005) has reached 14.5/15 points in our fleet management software.

DISCUSSION:
Vehicle 1335 has a failed transmission. Due to the cost for repair, Fleet Operations recommends replacement of the unit. The price to repair 1335 exceeds what we will get through surplus.

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. Winner - Randall Ford $36,695.00, 6. Lewis Ford $40,995.00, 7. Ranger WSEW_F005 Screenshot 2025-08-20 150105, 8. Vehicle Purchase Ordinance

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

File #: 2025-1854

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD RANGER FROM RANDALL FORD PURSUANT TO ORDINANCE 6491 IN THE AMOUNT OF $36,695.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, this new Ford Ranger will replace our old pickup truck which has a failed transmission and the price to repair the vehicle exceeds what would be able to be obtained through surplus sale.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Ford Ranger from Randall Ford of Fort Smith, pursuant to Ordinance 6491, in the amount of $36,695.00, plus any applicable surcharges, freight charges, and delivery fees.

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

City of Fayetteville Staff Review Form

2025-1854

Item ID

10/7/2025

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

Ross Jackson	9/18/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUION TO APPROVE THE PURCHASE OF A FORD RANGER 4X4 THROUGH RANDALL FORD IN THE AMOUNT OF $36,695.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND THE APPROVAL OF 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	$	10,841,536.00
		Expenses (Actual+Encum)	$	4,110,677.23
		Available Budget	$	**6,730,858.77**
Does item have a direct cost?	Yes	Item Cost	$	36,695.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	36,695.00
		Remaining Budget	$	**6,730,858.77**

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	FLEET OPERATIONS (770)	
	Requestor: Ross Jackson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A RESOLUION TO APPROVE THE PURCHASE OF A FORD RANGER 4X4 THROUGH RANDALL FORD IN THE AMOUNT OF $36,695.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND THE APPROVAL OF A BUDGET ADJUSTMENT.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1854**

Holly Black
9/18/2025 1:22 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	36,695	36,695				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
9700.770.1910-4999.99	-	36,695			RE	Use Fund Balance - Current
9700.770.1920-5802.00	36,695	-	97001	5400.720	EX	Vehicles & Equipment - base
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Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 530



Client Proposal

Prepared by:
PATRICK HARRINGTON
Office: 479-452-1311
Email: patrick@randallford.com
Quote ID: 0075
Date: 08/26/2025

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 530 | Quote ID: 0075

Mr. Ross Jackson, Superintendent, City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

Re: Quote ID 0075 08/26/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON
Fleet & Commercial Account Manager
479-452-1311
patrick@randallford.com

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 530 | Quote ID: 0075

Selected Equip & Specs

Dimensions

- Conventional Capacity: 7,500 lbs.
- GCWR: 12,588 lbs.
- Front brake diameter: 12.2"
- Rear brake diameter: 12.1"
- Cargo box length: 59.6"
- Cargo box min width: 48.2"
- Cargo box volume: 43.5 cu.ft.
- Pickup box depth: 20.9"
- Cargo box max width: 62.4"
- Cargo box tailgate width: 55.4"
- Cargo box length feet: 5.0
- Vehicle body length: 210.6"
- Vehicle body width: 79.0"
- Vehicle body height: 74.4"
- Wheelbase: 128.7"
- Vehicle turning radius: 21.2'
- Front track: 63.8"
- Rear track: 63.8"
- Frame section modulus: 5.0 cu.in.
- Frame yield strength (psi): 49300.0
- Front bumper to front axle: 35.8"
- Front bumper to back of cab: 143.8"
- Interior rear cargo volume with seats folded: 43.5 cu.ft.
- Max interior rear cargo volume: 43.5 cu.ft.
- Total passenger volume: 98.3 cu.ft.
- Headroom first-row: 41.0"
- Headroom second-row: 38.3"
- Leg room first-row: 43.7"
- Leg room second-row: 34.6"
- Shoulder room first-row: 57.1"
- Shoulder room second-row: 56.7"
- Hip room first-row: 55.9"
- Hip room second-row: 54.1"

Powertrain

- Spark ignition system
- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP
- Engine cylinders: I-4
- Horsepower: 270 HP@5500 RPM
- Torque: 310 lb.-ft.@3000 RPM
- Radiator
- Auto stop-start engine
- Driver selectable drivetrain mode
- 10-speed automatic
- Part-time 4WD
- Four-wheel drive
- Recommended fuel: regular unleaded
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Electronic transfer case shift
- Auto locking hub control

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 20 mpg/24 mpg/22 mpg
- Fuel economy city: 20 mpg
- Fuel economy combined: 22 mpg
- Fuel economy highway: 24 mpg
- Gasoline secondary fuel type
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized front shock absorbers
- Gas-pressurized rear shock absorbers

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Price Level: 530 | Quote ID: 0075

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Hill start assist
- Short and long arm front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P255/70RS17 AT BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Black wheel well trim
- Black door handles
- Body-coloured front bumper
- Black rear bumper
- Body-coloured front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 8-inch front and rear silver aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Easy lower tailgate
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP

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Price Level: 530 | Quote ID: 0075

Selected Equip & Specs (cont'd)

Comfort

- Manual climate control
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Rear under seat climate control ducts
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height and tilt adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Rear seat center armrest
- Cloth front seat upholstery
- Bucket front seats
- Front passenger seat with 6-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual height adjustable control passenger seat
- Fixed rear seats
- Rear bench seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna
- 10.1 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Oil pressure gauge
- Voltmeter
- Digital/analog instrumentation display
- Trip odometer
- Digital clock
- Exterior temperature display
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge

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Selected Equip & Specs (cont'd)

- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Light tinted windows
- LED low and high beam headlights
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Front fog lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 4G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Vehicle tracker
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Restricted driving mode
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Lane Keeping Alert
- Pedestrian impact prevention
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	4,415 lbs.	Rear curb weight	1,887 lbs.
GVWR	6,170 lbs.	Payload	1,711 lbs.

Trailering Weights

Conventional capacity	7,500 lbs.	GCWR	12,588 lbs.

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Selected Equip & Specs (cont'd)

Front Weights

Front curb weight	2,554 lbs.	GAWR front	3,130 lbs.
Axle capacity front	3,130 lbs.	Spring rating front	3,130 lbs.
Tire/wheel capacity front	3,130 lbs.		

Rear Weights

GAWR rear	3,370 lbs.	Axle capacity rear	3,370 lbs.
Spring rating rear	3,370 lbs.	Tire/wheel capacity rear	3,571 lbs.

Off Road

Min ground clearance	9.3"	Loading floor height	34.7 "
Approach angle	30.2	Departure angle	25.8

Exterior Measurements

Vehicle body length	210.6"	Vehicle body width	79.0"
Vehicle body height	74.4"	Wheelbase	128.7"
Front brake diameter	12.2"	Cargo box length	59.6"
Rear brake diameter	12.1"	Cargo box min width	48.2"
Cargo box volume	43.5 cu.ft.	Pickup box depth	20.9"
Cargo box max width	62.4"	Cargo box tailgate width	55.4"
Cargo box length feet	5.0	Front track	63.8"
Rear track	63.8"	Vehicle turning radius	21.2'
Frame section modulus	5.0 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	35.8"	Front bumper to back of cab	143.8"

Interior Measurements

Max interior rear cargo volume	43.5 cu.ft.	Interior rear cargo volume with seats folded	43.5 cu.ft.

Interior Volume

Total passenger volume	98.3 cu.ft.

Headroom

Headroom first-row	41.0"	Headroom second-row	38.3"

Legroom

Leg room first-row	43.7"	Leg room second-row	34.6"

Shoulder Room

Shoulder room first-row	57.1"	Shoulder room second-row	56.7"

Hip Room

Hip room first-row	55.9"	Hip room second-row	54.1"

Powertrain

Engine

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Selected Equip & Specs (cont'd)

Engine	EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP	Valves per cylinder	4
Engine cylinders	I-4	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	2.3L	cc	140 cu.in.
Bore	3.44"	Stroke	3.7"
Compression ratio	10.0	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	270 HP@5500 RPM	Torque	310 lb.-ft.@3000 RPM

Alternator

Alternator amps	150A	Alternator type	Regular duty alternator

Battery

Battery amps	70Ah	Battery type	Lead acid battery
Battery rating	700CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
Drivetrain selectable	Driver selectable drivetrain mode		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.714	Second gear ratio	2.997
Third gear ratio	2.149	Fourth gear ratio	1.769
Fifth gear ratio	1.521	Sixth gear ratio	1.275
Reverse gear ratio	4.885	Seventh gear ratio	1
Eighth gear ratio	0.853	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive

Drivetrain

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Selected Equip & Specs (cont'd)

Axle ratio 3.73

Exhaust

Tailpipe ..... Stainless steel single exhaust

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler
Fuel tank capacity ..... 17.99 gal.

Drive Feature

Traction control ..... All-speed ABS and driveline traction control
Locking hub control ..... Auto locking hub control
Transfer case ..... Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type
Fuel economy combined ..... 22 mpg
Fuel economy city ..... 20 mpg
Fuel economy highway ..... 24 mpg
Fuel economy (city/highway/combined) ..... 20 mpg/24 mpg/22 mpg
Fuel economy status ..... Previous year fuel economy status

Emissions

Emissions ..... LEV3-ULEV50 emissions
Emissions tiers ..... Tier 3 Bin 50 emissions

Green Values

Greenhouse gas score ..... 5.00 GG
Energy Impact Score (Barrels per year) 13.5
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 8.0

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ..... Gas-pressurized front shock absorbers
Rear shock absorbers ..... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
Ventilated brakes ..... Front ventilated disc brakes
ABS brakes ..... Four channel ABS brakes
Electronic parking brake ..... Electronic parking brake
ABS brakes ..... 4-wheel antilock (ABS) brakes
Post collision braking system ..... Post Collision Braking automatic post-collision braking system

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Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist	Hill start assist	Brake assist system	Brake assist system

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Short and long arm front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs

Rear Spring

Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs

Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels	2-wheel steering system

Exterior

Front Wheels

Front wheels diameter	17"	Front wheels width	8"

Rear Wheels

Rear wheels diameter	17"	Rear wheels width	8"

Front And Rear Wheels

Appearance	silver	Material	aluminum

Front Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	255mm		

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	255mm		

Body Exterior

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Selected Equip & Specs (cont'd)

Trailering

Towing wiring harness ..... Trailer wiring harness
Towing trailer sway ..... Trailer sway control

Exterior Features

Box style ..... Standard style pickup box
Number of doors ..... 4 doors
License plate front bracket Front license plate bracket

Body

Body panels .... Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Crank-down spare tire

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks ... Power door locks with 2 stage unlocking
Keyfob door locks ..... Keyfob activated door locks
All-in-one key ... All-in-one remote fob and ignition key
Auto door locks ..... Auto-locking doors
Tailgate control ..... Power tailgate/rear door lock

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Floor Console

Floor console ..... Full floor console
Floor console storage .. Covered floor console storage

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage Overhead console storage

Power Outlets

12V power outlets ..... 1 12V power outlet

Pickup Box

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Selected Equip & Specs (cont'd)

Easy lower tailgate ..... Easy lower tailgate

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Door bins front ..... Driver and passenger door bins
Door bins rear ..... Rear door bins
Number of beverage holders ..... 8 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Locking glove box
Instrument panel storage ..... Instrument panel bin
Dashboard storage ..... Dashboard storage
Under seat tray rear ..... Rear under seat tray

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Trip computer ..... Trip computer
Cabback insulator ..... Cabback insulator
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power
Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control
Voice activated climate control ..... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ducts ..... Rear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Cloth rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

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Selected Equip & Specs (cont'd)

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls
Driver seat fore/aft control Manual driver seat fore/aft control
Split front seats ..... Bucket front seats
Height adjustable passenger seat ..... Manual height adjustable control passenger seat
Front head restraints ... Height and tilt adjustable front seat head restraints
Armrests front center ..... Front seat center armrest
Height adjustable driver seat ..... Manual height adjustable driver seat
Passenger seat direction Front passenger seat with 6-way directional controls
Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control .... Manual passenger seat fore/aft control
Front head restraint control ... Manual front seat head restraint control
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Rear bench seat
Folding second-row seats ..... Full folding rear seats
Rear seat folding position .. Fold-up rear seat cushion
Rear head restraint control .... Manual rear seat head restraint control
Armrests rear ..... Rear seat center armrest
Rear seats fixed or removable ..... Fixed rear seats
Rear seat direction ..... Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery ..... Cloth front seat upholstery
Front seatback upholstery ..... Cloth front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material .... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display .... Primary touchscreen display
Primary display size ..... 10.1 inch primary display
Number of first-row displays 2 total number of 1st row displays

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Selected Equip & Specs (cont'd)

Radio Features

External memory ... SYNC 4 external memory control
Seek scan ... Seek scan

Speakers

Speakers ... Standard grade speakers
Speakers number ... 6

Audio Features

Steering mounted audio control ... Steering wheel mounted audio controls
Speed sensitive volume ... Speed sensitive volume
Voice activated audio ... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
Wireless streaming ... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Metal-look instrument panel insert

Instrumentation

Trip odometer ... Trip odometer
Instrumentation display ... Digital/analog instrumentation display
Configurable instrumentation gauges ... Configurable instrumentation gauges

Instrumentation Displays

Speedometer ... Redundant digital speedometer
Temperature display ... Exterior temperature display
Driver information center ... Driver information center
Clock ... Digital clock
Compass ... Compass

Instrumentation Gauges

Oil pressure gauge ... Oil pressure gauge
Transmission temperature gauge ... Transmission fluid temperature gauge
Voltmeter ... Voltmeter
Engine/electric motor temperature gauge ... Engine/electric motor temperature gauge
Gauge cluster display size (inches) ... 8.00

Instrumentation Warnings

Engine temperature warning ... Engine temperature warning
Oil pressure warning ... Oil pressure warning
Low fuel warning ... Low fuel warning
Low washer fluid warning ... Low washer fluid warning
Low brake fluid warning ... Low brake fluid warning
Battery charge warning ... Battery charge warning
Headlights on reminder ... Headlights on reminder
Key in vehicle warning ... Key in vehicle warning
Bulb warning ... Bulb failure warning
Door ajar warning ... Door ajar warning
Service interval warning ... Service interval indicator
Low tire pressure warning ... Tire specific low air pressure warning

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Selected Equip & Specs (cont'd)

Glass

Tinted windows ..... Light tinted windows

Headlights

Headlights ..... LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control
Auto high-beam headlights ..... Auto high-beam headlights
Headlight type ..... Reflector headlights
Delay off headlights ..... Delay-off headlights
DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ..... Illuminated entry
Front reading lights ..... Front reading lights
Variable panel light .... Variable instrument panel light
Rear reading lights ..... Rear reading lights

Lights

Running lights ..... Daytime running lights
Fog lights ..... Front fog lights
Pickup box cargo light ..... Pickup box cargo light
Interior courtesy lights .... Fade interior courtesy lights
High mount stop light .. High mounted center stop light

Technology and Telematics

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device
Smart device integration ..... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag
Front impact airbag passenger ..... Passenger front impact airbag
Front side impact airbag passenger .... Seat mounted side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags
Number of airbags ..... 6 airbags
Front side impact airbag driver .... Seat mounted side impact driver airbag
Occupancy sensor ..... Airbag occupancy sensor

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Selected Equip & Specs (cont'd)

Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt

Height adjustable seatbelts ..... Front height adjustable seatbelts

Seatbelt pretensioners ..... Front seatbelt pretensioners

Seatbelt pretensioners number ..... 2 seatbelt pre-tensioners

Security System

Immobilizer ..... SecuriLock immobilizer

Remote panic alarm ..... Remote panic alarm

Vehicle tracker ..... Vehicle tracker

Security system ..... Security system

Active Driving Assistance

Lane departure ..... Lane Keeping Alert

Forward collision warning ..... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection ..... Pedestrian impact prevention

Restricted driving mode ..... Restricted driving mode

Cameras

Rear camera ..... Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks ..... Manual rear child safety door locks

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Prepared for: Mr. Ross Jackson
Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
08/26/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 530 | Quote ID: 0075

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$36,830.00
Options	$0.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,695.00
Subtotal	$38,525.00

Pre-Tax Adjustments

Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-$2,205.00
GPC QC689	Government Price Concession	-$1,600.00
Misc	Misc	$1,975.00
Tool Boxes, Seat Covers (Carhart) F		
Total		$36,695.00

Customer Signature

Acceptance Date

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Price Level: 530 | Quote ID: 0075

Major Equipment

(Based on selected options, shown at right)
10-speed automatic
Exterior: Oxford White
Interior: Ebony w/Cloth Front Bucket Seats

* 17 x 8-inch front and rear silver aluminum wheels
* P255/70RS17 AT BSW front and rear tires
* Overdrive transmission
* Lock-up transmission
* Transmission electronic control
* Alternator Amps: 150A
* Stainless steel single exhaust
* All-speed ABS and driveline traction control
* Battery rating: 700CCA
* Lead acid battery
* Battery run down protection
* Fuel tank capacity: 17.99 gal.
* Auto stop-start engine
* Driver selectable drivetrain mode
* Steering wheel mounted audio controls
* Bluetooth wireless audio streaming
* 10.1 inch primary display
* AM/FM stereo radio
* AM/FM
* Seek scan
* SYNC 4 external memory control
* Vehicle body length: 210.6"
* Wheelbase: 128.7"
* Axle capacity rear: 3,370 lbs.
* Tire/wheel capacity rear: 3,571 lbs.
* Axle capacity front: 3,130 lbs.
* Spring rating front: 3,130 lbs.
* Standard ride suspension
* Trip computer
* Power door mirrors
* Manual folding door mirrors
* DRL preference setting
* Daytime running lights
* Deep tinted windows
* Variable intermittent front windshield wipers
* Manual climate control
* Rear under seat climate control ducts
* Driver front impact airbag
* Seat mounted side impact driver airbag
* Passenger front impact airbag

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$36,830.00
Equipment Group 100A Standard	N/C
Engine: 2.3L EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: 6,170 lbs	Included
Tires: 255/70R17 All-Terrain BSW	Included
Wheels: 17" Silver-Painted Aluminum	Included
Cloth Front Bucket Seats	Included
128" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo	Included
SULEV Emissions System	STD
STX Appearance Package	Included
SYNC 4A	Included
Halogen Fog Lamps	Included
LED Reflector Headlamps	Included
STX Fender Badge	Included
Ebony w/Cloth Front Bucket Seats	N/C

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Prepared for: Mr. Ross Jackson
Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
08/26/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 530 | Quote ID: 0075

Major Equipment

* Seat mounted side impact front passenger airbag
* 6 airbags
* Manual rear child safety door locks
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* Rear seat center armrest
* Driver seat with 6-way directional controls
* Height adjustable front seat head restraints
* Front seat center armrest
* Manual height adjustable driver seat
* Manual reclining passenger seat
* Manual passenger seat fore/aft control
* Cloth front seatback upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill start assist
* Airbag occupancy sensor
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer
* Full folding rear seats
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* Rear bench seat
* Bucket front seats
* Front passenger seat with 6-way directional controls
* Manual front seat head restraint control
* Manual reclining driver seat
* Manual driver seat fore/aft control
* Manual height adjustable control passenger seat
* Cloth front seat upholstery
* Manual driver seat lumbar
* 4-wheel antilock (ABS) brakes
* Brake assist system

As Configured Vehicle

	MSRP
Oxford White	N/C
SUBTOTAL	$36,830.00
Destination Charge	$1,695.00
TOTAL	**$38,525.00**

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 530 | Quote ID: 0075

Fuel Economy

City
20 mpg



Hwy
24 mpg

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Prepared for: Mr. Ross Jackson, Superintendent, City of fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 08/20/2025

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Mr. Ross Jackson, Superintendent, City of fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

Re: Vehicle Proposal 08/20/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

RANGER WILL BE UPFITTED WITH TWO WEATHERGUARD SIDE TOOL BOXES WITH STEEL LEGS. WEATHERTECH FLOOR MAT, FRONT AND REAR SEAT COVERS THAT WILL BE CARHARTT EQUIVALENT.

RANGER IS PRICED WITH THE CITIES GOV PRICE CONSESSION.
RANGERS ORDER NUMBER WILL BE 0820 FOR TRACKING PURPOSES ETA 90 DAYS.

Sincerely,

CJ MITCHELL
Fleet & Commercial Account Manager
479-871-9260
CJ.MITCHELL@LEWISAUTOGROUP.COM

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs

Dimensions

- Conventional Capacity: 7,500 lbs.
- Front brake diameter: 12.2"
- Cargo box length: 59.6"
- Cargo box volume: 43.5 cu.ft.
- Cargo box max width: 62.4"
- Cargo box length feet: 5.0
- Vehicle body width: 79.0"
- Wheelbase: 128.7"
- Front track: 63.8"
- Frame section modulus: 5.0 cu.in.
- Front bumper to front axle: 35.8"
- Interior rear cargo volume with seats folded: 43.5 cu.ft.
- Total passenger volume: 98.3 cu.ft.
- Headroom second-row: 38.3"
- Leg room second-row: 34.6"
- Shoulder room second-row: 56.7"
- Hip room second-row: 54.1"
- GCWR: 12,588 lbs.
- Rear brake diameter: 12.1"
- Cargo box min width: 48.2"
- Pickup box depth: 20.9"
- Cargo box tailgate width: 55.4"
- Vehicle body length: 210.6"
- Vehicle body height: 74.4"
- Vehicle turning radius: 21.2'
- Rear track: 63.8"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 143.8"
- Max interior rear cargo volume: 43.5 cu.ft.
- Headroom first-row: 41.0"
- Leg room first-row: 43.7"
- Shoulder room first-row: 57.1"
- Hip room first-row: 55.9"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Torque: 310 lb.-ft.@3000 RPM
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Electronic transfer case shift
- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP
- Horsepower: 270 HP@5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Auto locking hub control

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 20 mpg/24 mpg/22 mpg
- Fuel economy combined: 22 mpg
- Gasoline secondary fuel type
- Fuel economy city: 20 mpg
- Fuel economy highway: 24 mpg
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Hill start assist
- Short and long arm front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P255/70RS17 AT BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Black wheel well trim
- Black door handles
- Body-coloured front bumper
- Black rear bumper
- Body-coloured front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 8-inch front and rear silver aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Easy lower tailgate
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Comfort

- Manual climate control
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Rear under seat climate control ducts
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Rear seat center armrest
- Cloth front seat upholstery
- Bucket front seats
- Front passenger seat with 6-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual height adjustable control passenger seat
- Fixed rear seats
- Rear bench seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna
- 10.1 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Oil pressure gauge
- Voltmeter
- Digital/analog instrumentation display
- Trip odometer
- Digital clock
- Exterior temperature display
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Deep tinted windows
- LED low and high beam headlights
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Front fog lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 4G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Vehicle tracker
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Restricted driving mode
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Lane Keeping Alert
- Pedestrian impact prevention
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	4,415 lbs.	Rear curb weight	1,887 lbs.
GVWR	6,170 lbs.	Payload	1,711 lbs.

Trailering Weights

Conventional capacity	7,500 lbs.	GCWR	12,588 lbs.

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Front Weights

Front curb weight	2,554 lbs.	GAWR front	3,130 lbs.
Axle capacity front	3,130 lbs.	Spring rating front	3,130 lbs.
Tire/wheel capacity front	3,130 lbs.		

Rear Weights

GAWR rear	3,370 lbs.	Axle capacity rear	3,370 lbs.
Spring rating rear	3,370 lbs.	Tire/wheel capacity rear	3,571 lbs.

Off Road

Min ground clearance	9.3"	Loading floor height	34.7 "
Approach angle	30.2	Departure angle	25.8

Exterior Measurements

Vehicle body length	210.6"	Vehicle body width	79.0"
Vehicle body height	74.4"	Wheelbase	128.7"
Front brake diameter	12.2"	Cargo box length	59.6"
Rear brake diameter	12.1"	Cargo box min width	48.2"
Cargo box volume	43.5 cu.ft.	Pickup box depth	20.9"
Cargo box max width	62.4"	Cargo box tailgate width	55.4"
Cargo box length feet	5.0	Front track	63.8"
Rear track	63.8"	Vehicle turning radius	21.2'
Frame section modulus	5.0 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	35.8"	Front bumper to back of cab	143.8"

Interior Measurements

Max interior rear cargo volume	43.5 cu.ft.	Interior rear cargo volume with seats folded	43.5 cu.ft.

Interior Volume

Total passenger volume	98.3 cu.ft.

Headroom

Headroom first-row	41.0"	Headroom second-row	38.3"

Legroom

Leg room first-row	43.7"	Leg room second-row	34.6"

Shoulder Room

Shoulder room first-row	57.1"	Shoulder room second-row	56.7"

Hip Room

Hip room first-row	55.9"	Hip room second-row	54.1"

Powertrain

Engine

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Engine	EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP	Valves per cylinder	4
Engine cylinders	I-4	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	2.3L	cc	140 cu.in.
Bore	3.44"	Stroke	3.7"
Compression ratio	10.0	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	270 HP@5500 RPM	Torque	310 lb.-ft.@3000 RPM

Alternator

Alternator amps	150A	Alternator type	Regular duty alternator

Battery

Battery amps	70Ah	Battery type	Lead acid battery
Battery rating	700CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
Drivetrain selectable	Driver selectable drivetrain mode		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.714	Second gear ratio	2.997
Third gear ratio	2.149	Fourth gear ratio	1.769
Fifth gear ratio	1.521	Sixth gear ratio	1.275
Reverse gear ratio	4.885	Seventh gear ratio	1
Eighth gear ratio	0.853	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive

Drivetrain

Axle ratio	3.73		

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Exhaust

Tailpipe ..... Stainless steel single exhaust

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler
Fuel tank capacity ..... 17.99 gal.

Drive Feature

Traction control ..... All-speed ABS and driveline traction control
Locking hub control ..... Auto locking hub control
Transfer case ..... Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type
Fuel economy combined ..... 22 mpg
Fuel economy city ..... 20 mpg
Fuel economy highway ..... 24 mpg
Fuel economy (city/highway/combined) ..... 20 mpg/24 mpg/22 mpg
Fuel economy status ..... Previous year fuel economy status

Emissions

Emissions ..... LEV3-SULEV30 emissions
Emissions tiers ..... Tier 3 Bin 30 emissions

Green Values

Greenhouse gas score ..... 5.00 GG
Energy Impact Score (Barrels per year) 13.5
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 8.0

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ..... Gas-pressurized front shock absorbers
Rear shock absorbers ..... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
Ventilated brakes ..... Front ventilated disc brakes
ABS brakes ..... Four channel ABS brakes
Electronic parking brake ..... Electronic parking brake
ABS brakes ..... 4-wheel antilock (ABS) brakes
Post collision braking system ..... Post Collision Braking automatic post-collision braking system

Brake Assistance

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Hill start assist ..... Hill start assist
Brake assist system ..... Brake assist system

Front Suspension

Front anti-roll ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Short and long arm front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear leaf springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Suspension type rear ..... Leaf spring rear suspension
Suspension ride type rear ..... Rigid axle rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type ..... Rack-pinion steering
Speed sensitive steering ..... Speed sensitive power steering
Steering type number of wheels ..... 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ..... 17"
Front wheels width ..... 8"

Rear Wheels

Rear wheels diameter ..... 17"
Rear wheels width ..... 8"

Front And Rear Wheels

Appearance ..... silver
Material ..... aluminum

Front Tires

Aspect 70
Diameter ..... 17"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AT
Type ..... P
Width 255mm

Rear Tires

Aspect 70
Diameter ..... 17"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AT
Type ..... P
Width 255mm

Body Exterior

Trailering

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Towing wiring harness ..... Trailer wiring harness
Towing trailer sway ..... Trailer sway control

Exterior Features

Box style ..... Standard style pickup box
Number of doors ..... 4 doors
* **License plate front bracket** ..... **Front license plate bracket**

Body

Body panels ..... Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Crank-down spare tire

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks ..... Power door locks with 2 stage unlocking
Keyfob door locks ..... Keyfob activated door locks
All-in-one key ..... All-in-one remote fob and ignition key
Auto door locks ..... Auto-locking doors
Tailgate control ..... Power tailgate/rear door lock

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Floor Console

Floor console ..... Full floor console
Floor console storage ..... Covered floor console storage

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage Overhead console storage

Power Outlets

12V power outlets ..... 1 12V power outlet

Pickup Box

Easy lower tailgate ..... Easy lower tailgate

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Door bins front ..... Driver and passenger door bins
Door bins rear ..... Rear door bins
Number of beverage holders ..... 8 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Locking glove box
Instrument panel storage ..... Instrument panel bin
Dashboard storage ..... Dashboard storage
Under seat tray rear ..... Rear under seat tray

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Trip computer ..... Trip computer
Cabback insulator ..... Cabback insulator
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power
Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control
Voice activated climate control ..... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ducts ..... Rear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Cloth rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction: Driver seat with 6-way directional controls
Height adjustable driver seat ..... Manual height adjustable driver seat
Driver seat fore/aft control: Manual driver seat fore/aft control
Passenger seat direction: Front passenger seat with 6-way directional controls
Split front seats ..... Bucket front seats
Reclining passenger seat: Manual reclining passenger seat
Height adjustable passenger seat ..... Manual height adjustable control passenger seat
Passenger seat fore/aft control ..... Manual passenger seat fore/aft control
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control ..... Manual front seat head restraint control
Armrests front center ..... Front seat center armrest
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Rear bench seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats ..... Full folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position: Fold-up rear seat cushion
Rear head restraints: Height adjustable rear seat head restraints
Rear head restraint control ..... Manual rear seat head restraint control
Number of rear head restraints ..... 3 rear seat head restraints
Armrests rear ..... Rear seat center armrest

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery ..... Cloth front seat upholstery
Front seatback upholstery ..... Cloth front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ..... Primary touchscreen display
Number of first-row displays: 2 total number of 1st row displays
Primary display size ..... 10.1 inch primary display

Radio Features

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

External memory ... SYNC 4 external memory control

Seek scan ... Seek scan

Speakers

Speakers ... Standard grade speakers

Speakers number ... 6

Audio Features

Steering mounted audio control ... Steering wheel mounted audio controls

Speed sensitive volume ... Speed sensitive volume

Voice activated audio ... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Wireless streaming ... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Metal-look instrument panel insert

Instrumentation

Trip odometer ... Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges ... Configurable instrumentation gauges

Instrumentation Displays

Speedometer ... Redundant digital speedometer

Temperature display ... Exterior temperature display

Driver information center ... Driver information center

Clock ... Digital clock

Compass ... Compass

Instrumentation Gauges

Oil pressure gauge ... Oil pressure gauge

Transmission temperature gauge ... Transmission fluid temperature gauge

Voltmeter ... Voltmeter

Engine/electric motor temperature gauge ... Engine/electric motor temperature gauge

Gauge cluster display size (inches) ... 8.00

Instrumentation Warnings

Engine temperature warning ... Engine temperature warning

Oil pressure warning ... Oil pressure warning

Low fuel warning ... Low fuel warning

Low washer fluid warning ... Low washer fluid warning

Low brake fluid warning ... Low brake fluid warning

Battery charge warning ... Battery charge warning

Headlights on reminder ... Headlights on reminder

Key in vehicle warning ... Key in vehicle warning

Bulb warning ... Bulb failure warning

Door ajar warning ... Door ajar warning

Service interval warning ... Service interval indicator

Low tire pressure warning ... Tire specific low air pressure warning

Glass

Tinted windows ... Deep tinted windows

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

Headlights

- Headlights: LED low and high beam headlights
- Auto headlights: Autolamp auto on/off headlight control
- Auto high-beam headlights: Auto high-beam headlights
- Headlight type: Reflector headlights
- Delay off headlights: Delay-off headlights
- DRL preference setting: DRL preference setting

Front Windshield

- Wipers: Variable intermittent front windshield wipers

Interior Lighting

- Illuminated entry: Illuminated entry
- Front reading lights: Front reading lights
- Variable panel light: Variable instrument panel light
- Rear reading lights: Rear reading lights

Lights

- Running lights: Daytime running lights
- Fog lights: Front fog lights
- Pickup box cargo light: Pickup box cargo light
- Interior courtesy lights: Fade interior courtesy lights
- High mount stop light: High mounted center stop light

Technology and Telematics

Connectivity

- Handsfree: Bluetooth handsfree wireless device connectivity
- Emergency SOS: SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device integration: SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

- Internet access: FordPass Connect 4G mobile hotspot internet access

USB Ports

- USB ports: 2 USB ports

Safety and Security

Airbags

- Front impact airbag driver: Driver front impact airbag
- Front impact airbag passenger: Passenger front impact airbag
- Front side impact airbag passenger: Seat mounted side impact front passenger airbag
- Overhead airbags: Safety Canopy System curtain first and second-row overhead airbags
- Number of airbags: 6 airbags
- Front side impact airbag driver: Seat mounted side impact driver airbag
- Occupancy sensor: Airbag occupancy sensor

Seatbelts

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Selected Equip & Specs (cont'd)

3-point seatbelt ..... Rear seat center 3-point seatbelt

Height adjustable seatbelts ... Front height adjustable seatbelts

Seatbelt pretensioners ... Front seatbelt pretensioners

Seatbelt pretensioners number ..... 2 seatbelt pre-tensioners

Security System

Immobilizer ..... SecuriLock immobilizer

Remote panic alarm ..... Remote panic alarm

Vehicle tracker ..... Vehicle tracker

Security system ..... Security system

Active Driving Assistance

Lane departure ..... Lane Keeping Alert

Forward collision warning ... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection ... Pedestrian impact prevention

Restricted driving mode ..... Restricted driving mode

Cameras

Rear camera .... Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks ... Manual rear child safety door locks

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Prepared for: Mr. Ross Jackson
Superintendent, City of fayetteville
Prepared by: CJ MITCHELL
08/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R4P	Base Vehicle Price (R4P)	$36,850.00
Packages		
100A	Equipment Group 100A Standard	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost	Included
44T	Transmission: Electronic 10-Speed Automatic	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,170 lbs	Included
Wheels & Tires		
STDTR	Tires: 255/70R17 All-Terrain BSW	Included
64E	Wheels: 17" Silver-Painted Aluminum	Included
Seats & Seat Trim		
B	Cloth Front Bucket Seats	Included
Other Options		
128WB	128" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo	Included
153	Front License Plate Bracket	N/C
Emissions		
425	SULEV Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C

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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
BH_03	Ebony w/Cloth Front Bucket Seats	N/C
Upfit Options		
	WEATHERGUARD SIDE TOOL BOXES/STEEL LEGS, WEATHERTECH FLOOR MATS, SEAT COVERS CARHARTT EQUIVALENT	$4,050.00
SUBTOTAL		$40,900.00
Destination Charge		$1,695.00
TOTAL		$42,595.00

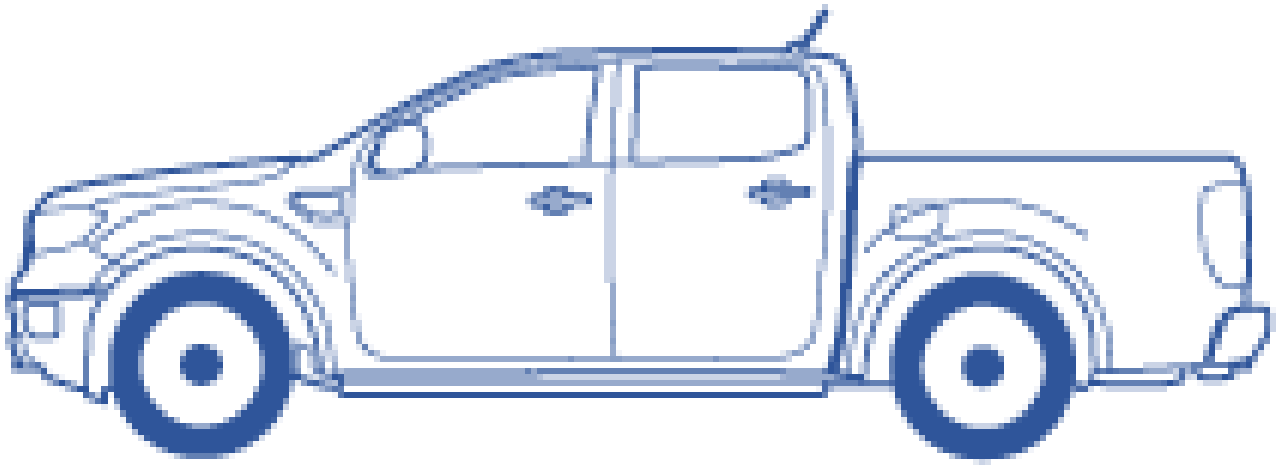
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2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	6,170 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	4,415 lbs
TOTAL	**5,165 lbs**
Payload	1,711 lbs
Useable Payload	961 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Prepared for: Mr. Ross Jackson
Superintendent, City of fayetteville
Prepared by: CJ MITCHELL
08/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 535

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$42,595.00
Subtotal	$42,595.00

Service Plan Adjustments

Code	Description	MSRP
	Concession Pricing	-$1,600.00
Total		$40,995.00

Customer Signature

Acceptance Date

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Ford Ranger (WSEW RADIO READ - to Become WSEW ENGR)



Jackson, Ross
To Jackson, Ross
Bcc Jackson, Ross; Voden, Chelsey; Patrick Harrington; CJ Mitchell; Jeff Lee

Reply | Reply All | Forward | ...

Wed 8/20/2025 3:01 PM

Good afternoon,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below listed items. Please provide a quote by Friday 08/27/25 by 10:00am. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." **All Quotes shall have the FORD FIN/FAN# QC689 code on the quote and corresponding discount applied.**

- Ford Ranger 4x4, White in Color, Crew cab, vinyl floors preferred, Side tool boxes on each side of the bed (Weatherguard preferred) with steel legs NOT aluminium, weathertech fitted floor mats, rugged and durable seat covers on front and rear seats (Carhartt or equivalent).

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221

CITY OF FAYETTEVILLE ARKANSAS

CAFM Certified Automotive Fleet Manager

McGaugh, Les

From: Bolinger,Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Well not good news

Thanks

Chuck Bolinger

From: Robert E. WHeeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itsecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- **Cadillac CT5**
- **Cadillac Escalade ESC**
- **Cadillac Escalade ESV**
- **Buick Enclave**
- **Chevrolet Tahoe**
- **Chevrolet PPV**
- **Chevrolet Suburban**

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

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Penske Automotive Group
E-Commerce Department
2555 Telegraph Road, Bloomfield Hills, MI 48302.

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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville. Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks. and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

Agenda Date: 10/5/2021 **Version:** 1 **Status:** Passed

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

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NOW, THEREFORE, 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 authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1354

MEETING OF SEPTEMBER 30, 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

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

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

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

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:

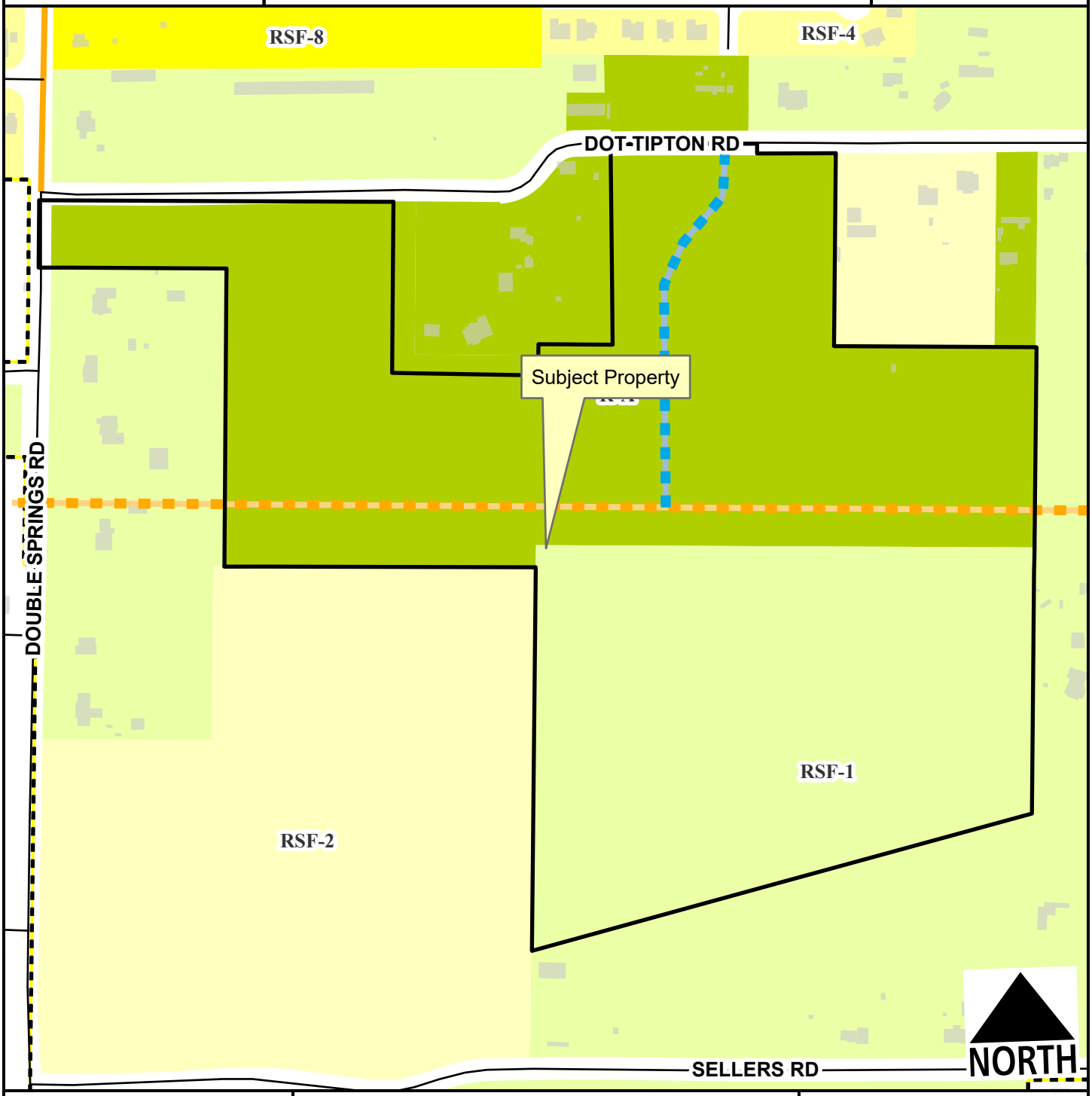
Comments:

PZD-2025-0002

Close Up View

N. DOUBLE SPRINGS RD & W. DOT TIPTON RD

PZD-2025-0002
EXHIBIT 'A'



Neighborhood Link
Unclassified
Residential Link
Planned Neighborhood Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 140 280 560 840 1,120

1:4,600

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 TOT HE 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.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

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. Rupple 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 completer 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: **July 28, 2025**	**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:

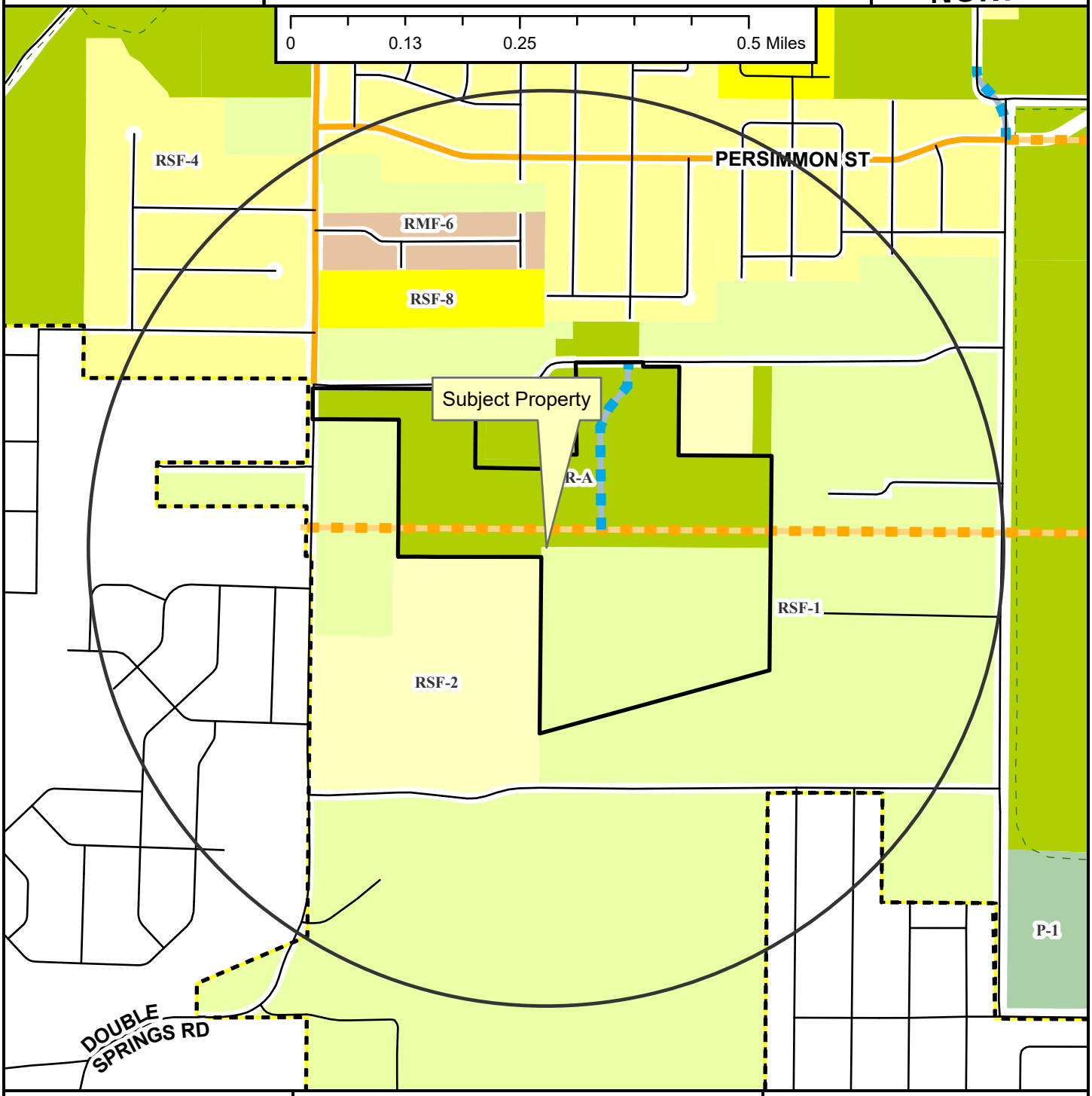
- Project Maps
  - One Mile Map
  - Close Up Map
  - Current Land Use Map
  - Future Land Use Map
- Staff Exhibit:
  - Zoning Comparison Exhibits
- Applicant Exhibits
  - Request Letter
  - Site Plans
  - PZD Booklet
- Public Comment

PZD-2025-0002

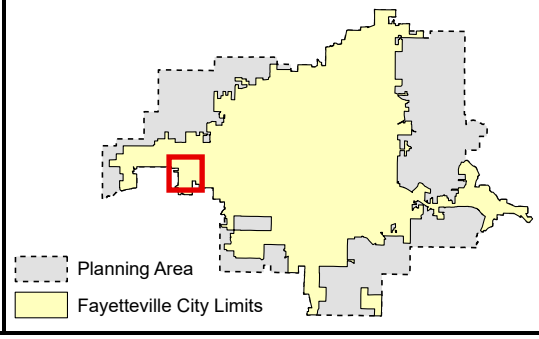
One Mile View

N. DOUBLE SPRINGS RD & W. DOT TIPTON RD

NORTH



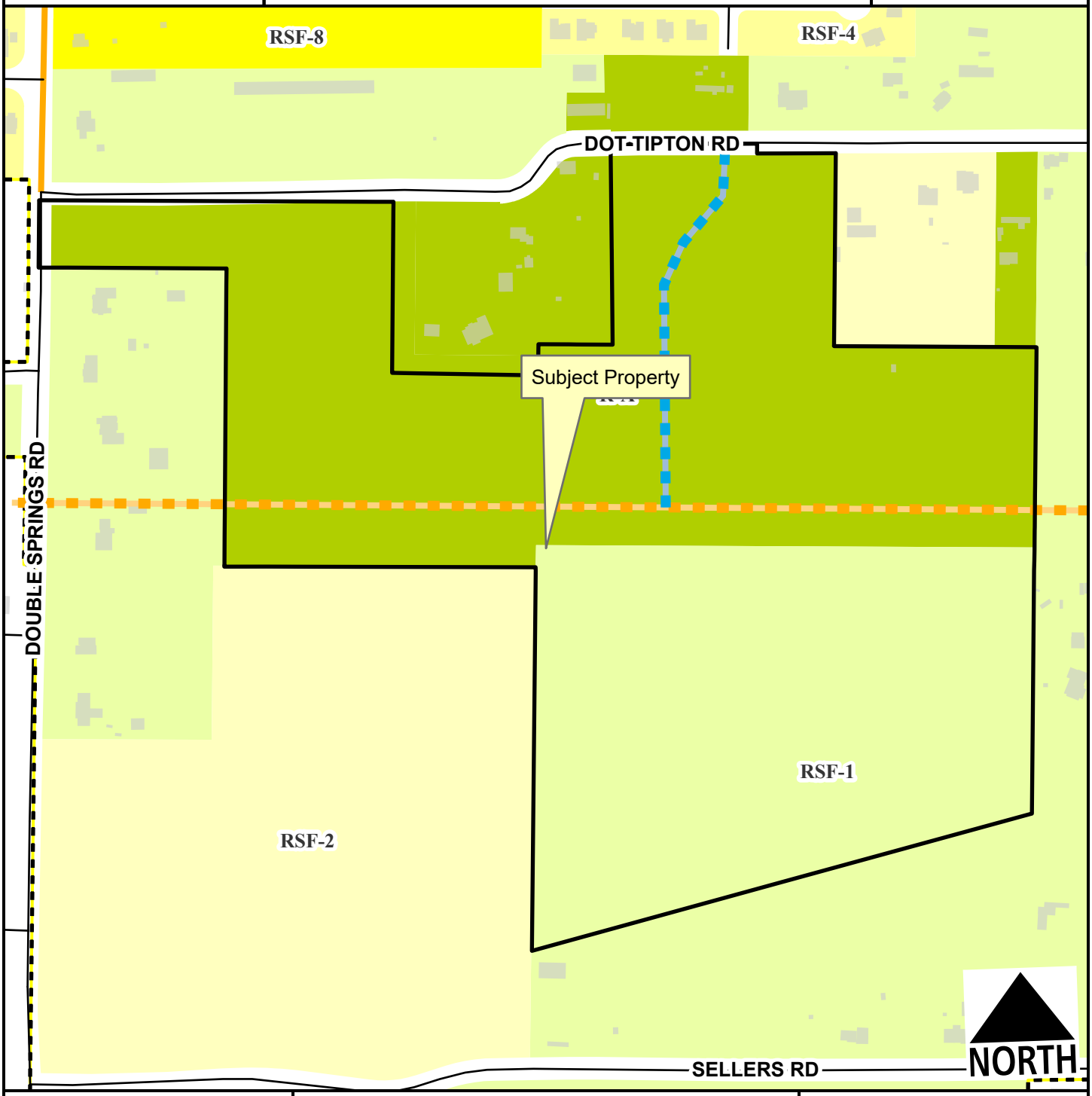
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



PZD-2025-0002

Close Up View

N. DOUBLE SPRINGS RD & W. DOT TIPTON RD



Neighborhood Link
Unclassified
Residential Link
Planned Neighborhood Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 140 280 560 840 1,120

1:4,600

PZD-2025-0002

Current Land Use

N. DOUBLE SPRINGS RD & W. DOT TIPTON RD

NORTH



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 140 280 560 840 1,120

1:4,600

FEMA Flood Hazard Data

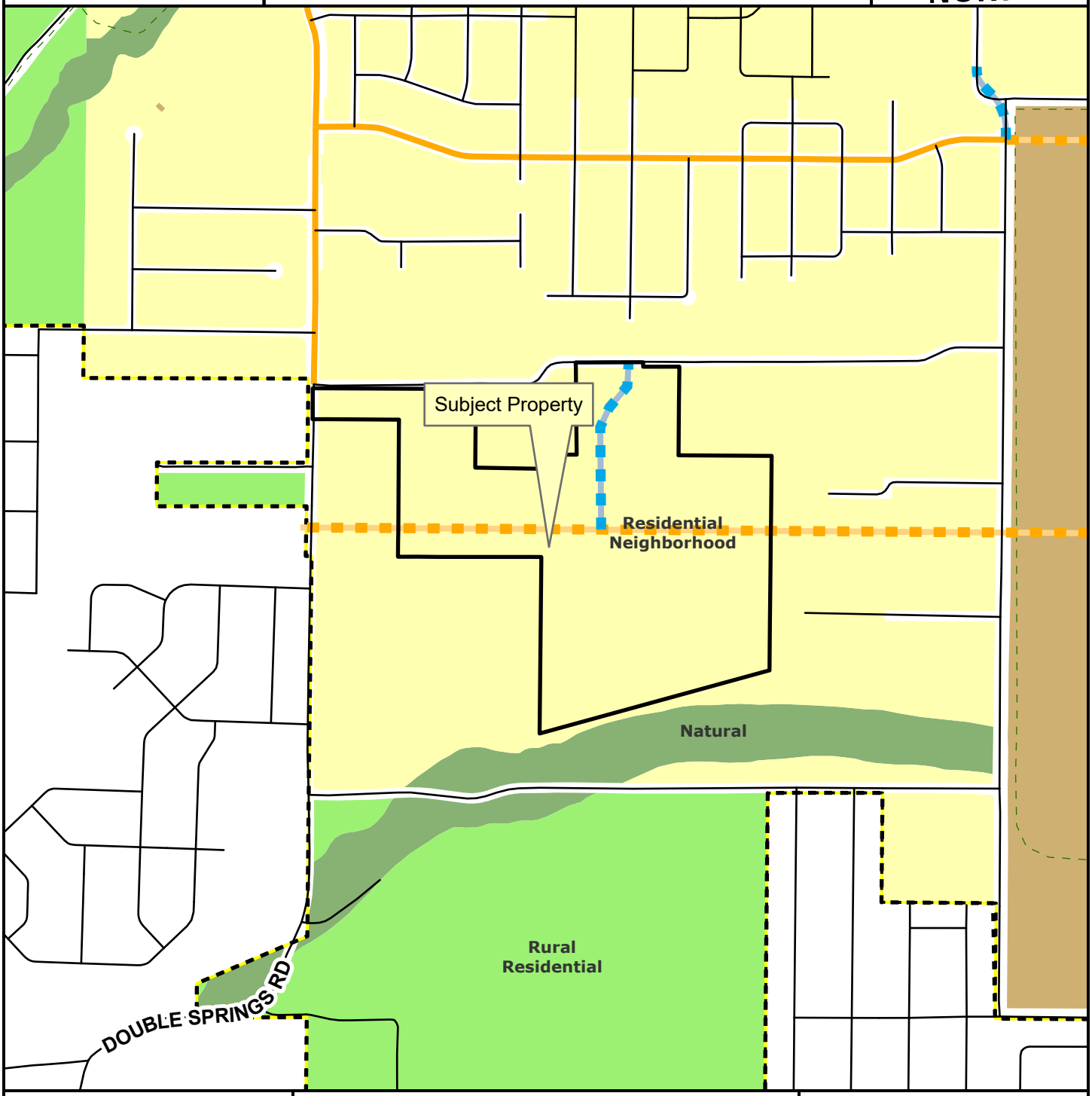
- 100-Year Floodplain
- Floodway

PZD-2025-0002

Future Land Use

N. DOUBLE SPRINGS RD & W. DOT TIPTON RD

NORTH



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned 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

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

Description	R-A (Existing)	RSF-1 (Existing)	Planning Area 1 (Proposed)	Planning Area 2 (Proposed)	Planning Area 3 (Proposed)	Planning Area 4 (Proposed)
Purpose Statement	The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.	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 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;	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;	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;	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	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 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;			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.
Noise Control Standards	Residential	Residential	Residential	Residential	Residential	Residential
Development Enabled to be Approved Administratively?	No	No	No	No	No	No
Denisty of Residential Dwellings per Acre (Max)	0.5 units	1 unit	4 units per acre (aggregate between all planning areas)	4 units per acre (aggregate between all planning areas)	4 units per acre (aggregate 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	2 acres	32,720 square feet	NA	NA	NA	NA
Setback Requirements (Euclidean)	Front: 35' Side: 20' Rear: 35'	Front: 35' Side: 20' Rear: 35'	NA	NA	NA	Front: 10' Side: 5' Rear: 5'
Setback Requirements (Urban Form)	NA	NA	Front: 0'-25' BTZ* Side: 5' Rear: 15'	Front: 0'-25' BTZ* Side: 5' Rear: 15'	Front: 0'-25' BTZ* Side: 5' Rear: 15'	NA
Building Height	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.	3 Stories	3 Stories	3 Stories	3 Stories	2 Stories
Building Area	NA	NA	NA	NA	NA	NA
Minimum Buildable Street Frontage	NA	NA	50%	50%	50%	NA
Tree Preservation	25%	25%	25%	25%	25%	25%

Rezoning Request Narrative

PRISM DESIGN STUDIO

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.

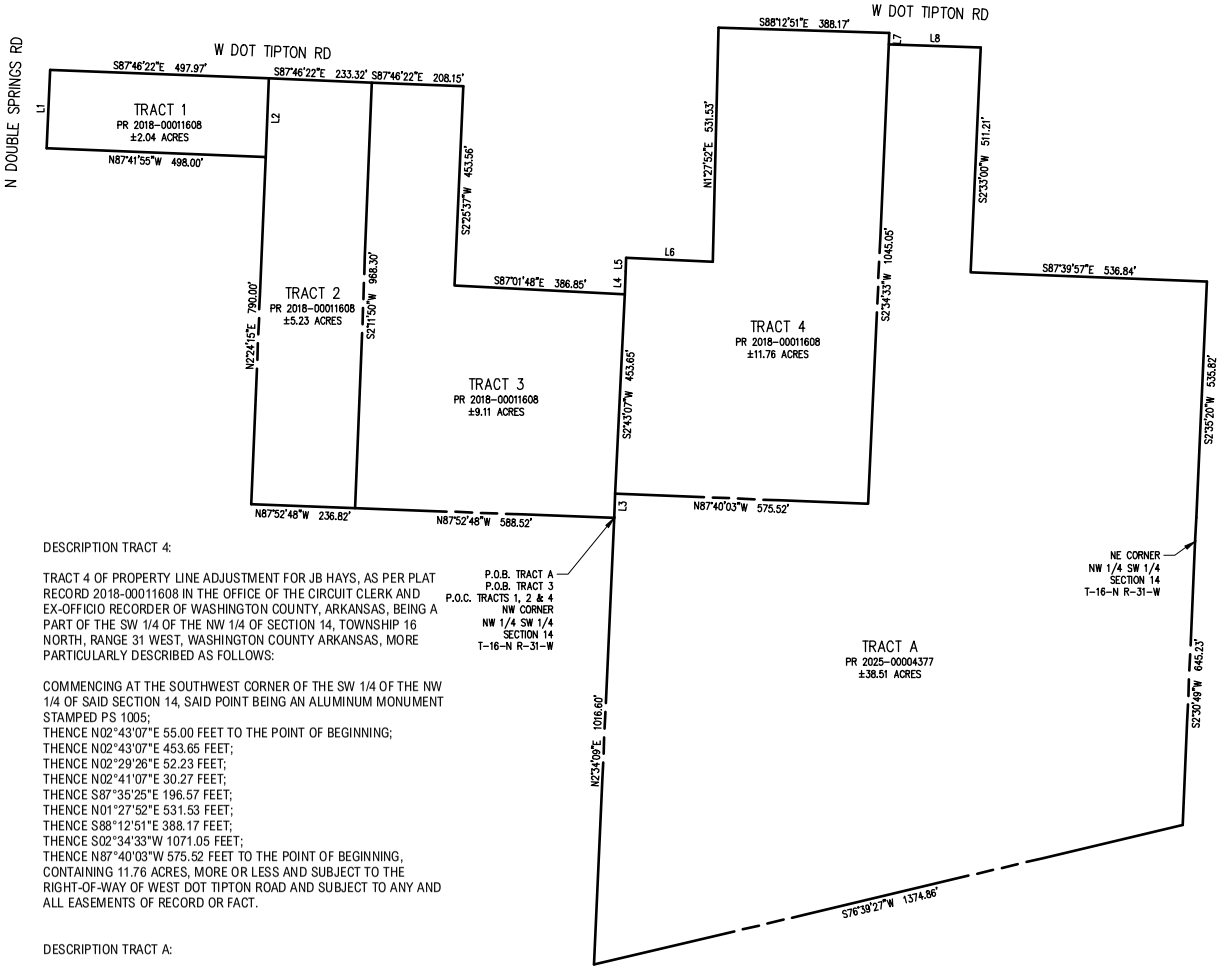
Please reach out with any additional questions or concerns regarding this rezoning request to Jenny Burbidge at 479.883.2845 or jenny.burbidge@prismds.co.

Sincerely,

Jenny C. Burbidge

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

MONARCH SUMMERS



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 TOT HE 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.

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 24' 56"E	178.10'
L2	S2° 24' 15"W	178.75'
L3	S2° 43' 07"W	55.00'
L4	N2° 29' 26"E	52.23'
L5	N2° 41' 07"E	30.27'
L6	S87° 35' 25"E	196.57'
L7	S2° 34' 33"W	26.00'
L8	S88° 12' 51"E	209.00'

GRAPHIC SCALE IN FEET
200' 0 200'

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.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°18'31.42"
COMBINED SCALE FACTOR: 0.99991309
VALUE CALCULATED AT THE FOLLOWING POINT:
N 637793.117 E 647654.847 Z 1210.849

RECORD INFORMATION

Planning Commission
July 28, 2025
PZD-2025-0002 (MONARCH SUMMERS)
Page 18 of 53

SEAL

PROPERTY EXHIBIT
PART NW 1/4 SW 1/4 AND PART SW 1/4 NW 1/4 SECTION 14
PART SE 1/4 NE 1/4 SECTION 15
T-16-N R-31-W

PREPARED FOR:
GOOSE CREEK ADDITION, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/03/2025
PROJECT NO: 24P00100
CONTACT:

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838.1
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY
CRAFTON, TULL & ASSOCIATES, P.C.
No. 109
TERRY M. PENNEY

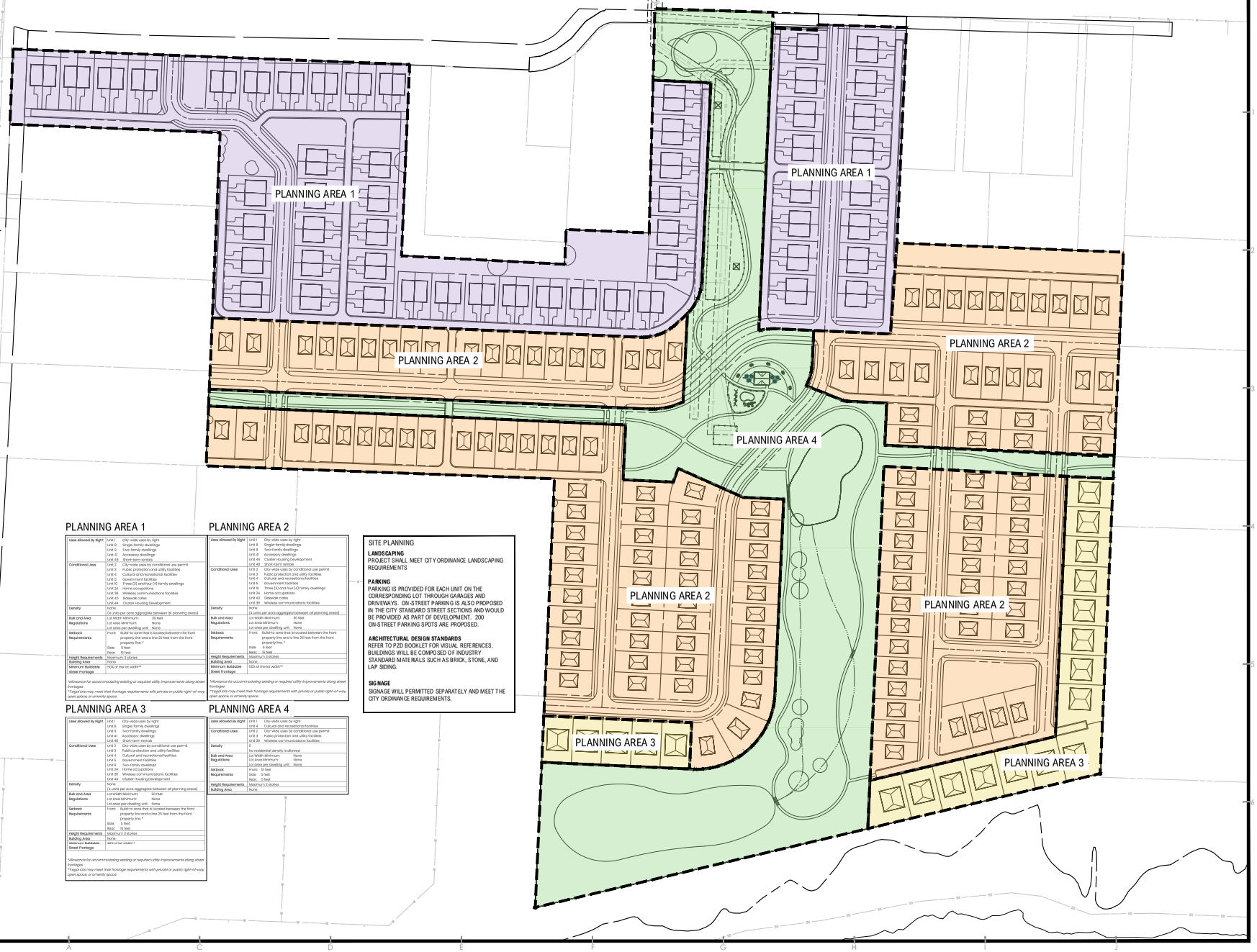
© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 1

DRAWING: G:\24P00100_GOOSECREEK\INFRASTRUCTURE\SURVEY\DWG\PROPERTY EXHIBIT.DWG
LAYOUT: LAYOUT1, LAST SAVED: KMAES, 6/3/2025 9:14:28 AM
LAST PLOTTED: BY: KMAES, 6/3/2025 9:14:28 AM PLOTTED BY: VALID ON HARD COPY ONLY!

MONARCH SUMMERS



PLANNING 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 45	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	90% 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.*

PLANNING 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 45	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	65% 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.*

PLANNING 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 45	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:	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	65% of the 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.*

PLANNING AREA 4

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:	0 feet
	Rear:	0 feet
Height Requirements	Maximum 2 stories	
Building Area	None	

SITE PLANNING

LANDSCAPING
PROJECT SHALL MEET CITY ORDINANCE LANDSCAPING REQUIREMENTS

PARKING
PARKING IS PROVIDED FOR EACH UNIT ON THE CORRESPONDING LOT THROUGH GARAGES AND DRIVEWAYS. ON-STREET PARKING IS ALSO PROPOSED IN THE CITY STANDARD STREET SECTIONS AND WOULD BE PROVIDED AS PART OF DEVELOPMENT. 200 ON-STREET PARKING SPOTS ARE PROPOSED.

ARCHITECTURAL DESIGN STANDARDS
REFER TO PZD BOOKLET FOR VISUAL REFERENCES. BUILDINGS WILL BE COMPOSED OF INDUSTRY STANDARD MATERIALS SUCH AS BRICK, STONE, AND LAP SIDING.

SIGNAGE
SIGNAGE WILL PERMITTED SEPARATELY AND MEET THE CITY ORDINANCE REQUIREMENTS.

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
Arkansas | Missouri
www.craftontull.com
CERTIFICATE OF AUTHORIZATION

PRISM DESIGN STUDIO
LANDSCAPE ARCHITECTURE

MONARCH SUMMERS
NEAR DOT TIPTON ROAD
FAYETTEVILLE, ARKANSAS

Key Plan

No.	Description	Date

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PROJECT NO:
ISSUE DATE: 07/21/2025
CONTACT: J. BURRIDGE
QC by:
QC Date:

PRELIMINARY PLANS

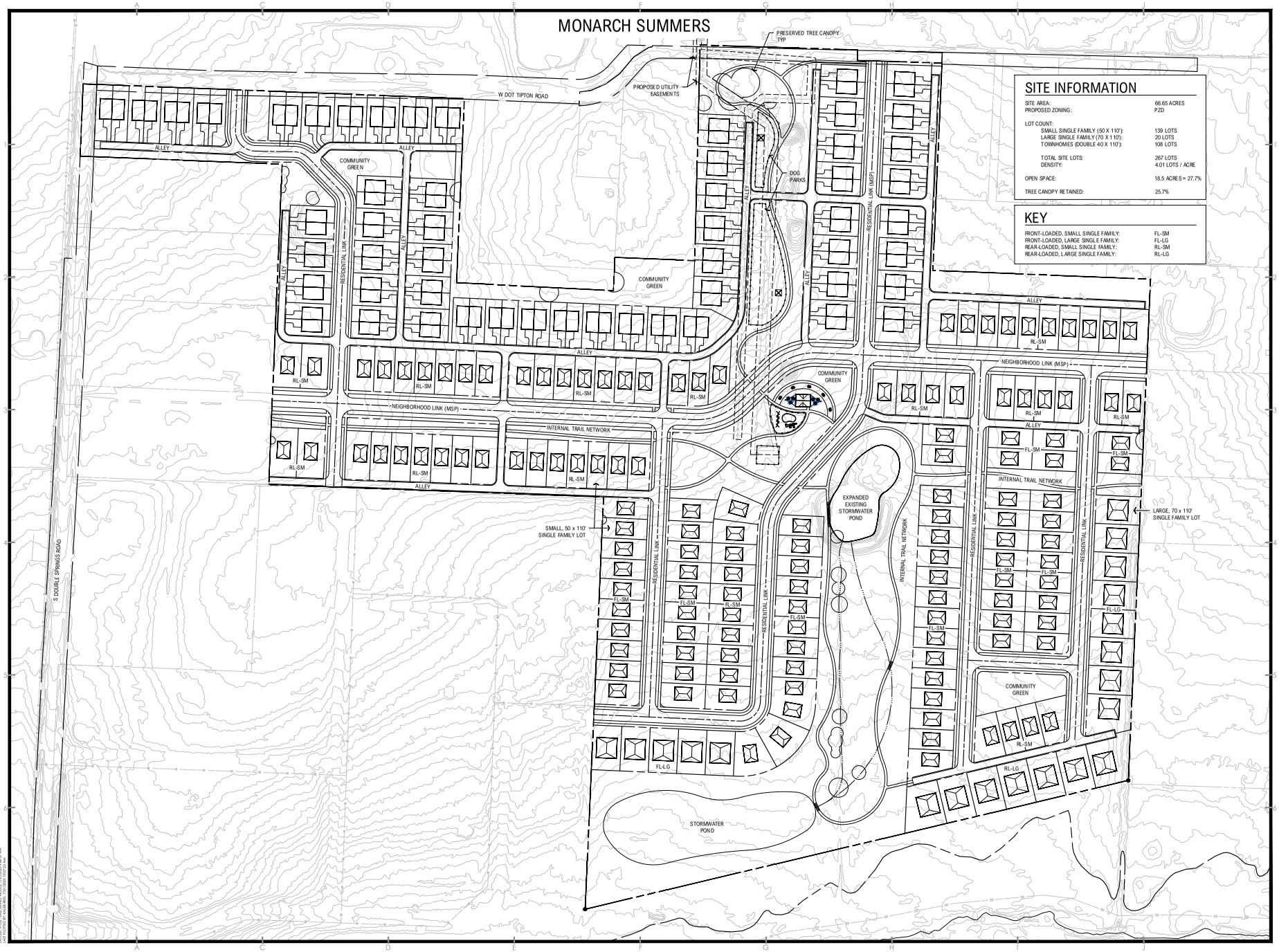
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CONCEPT MASTERPLAN
PLANNING AREAS

L-101

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PROJECT NO:
ISSUE DATE: 07/21/2025
CONTACT: J. BURDICK
QC by:
QC Date:

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PRELIMINARY PLANS

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MASTERPLAN

L-102

Planning Commission
July 28, 2025
PZD-2025-0002 (MONARCH SUMMERS)
Page 20 of 53

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LAST PLOTTED BY: KAILEE REED, 7/21/2025 3:02:23 PM

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

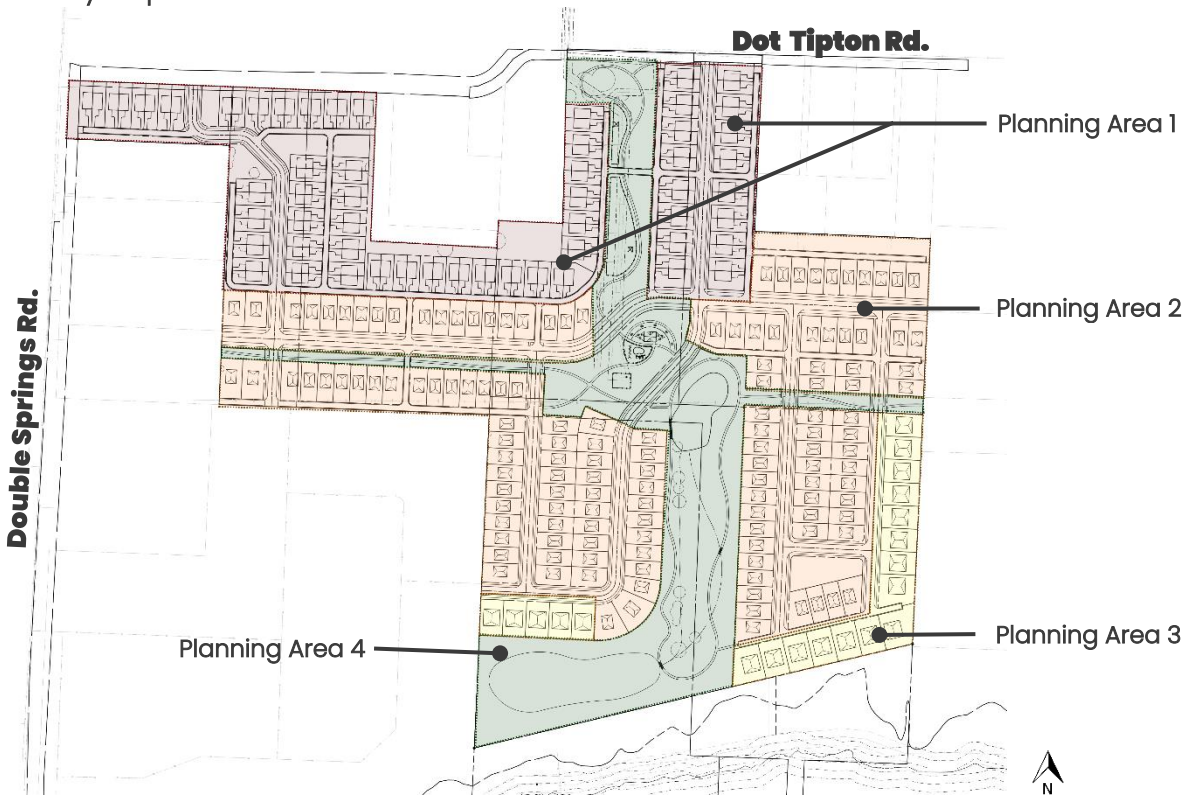
Monarch Summers development is a new housing development along Dot Tipton Road in west Fayetteville. It proposes mixed unit types, including attached townhomes and single-family homes, connected through walkable, compact streets, while maximizing greenspace for recreational use and stormwater management. 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.

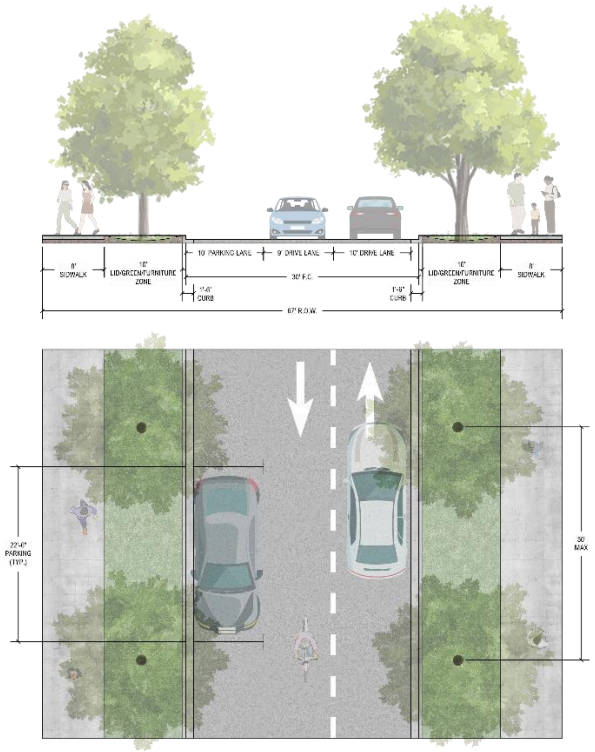
The two new drives lead to the project's "main street", a strong east to west corridor with a street section prioritizing pedestrian safety and maneuverability. This connector is also on the City's Master Street Plan, as a Residential Link. Other local streets spur off this "main street" into sections 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

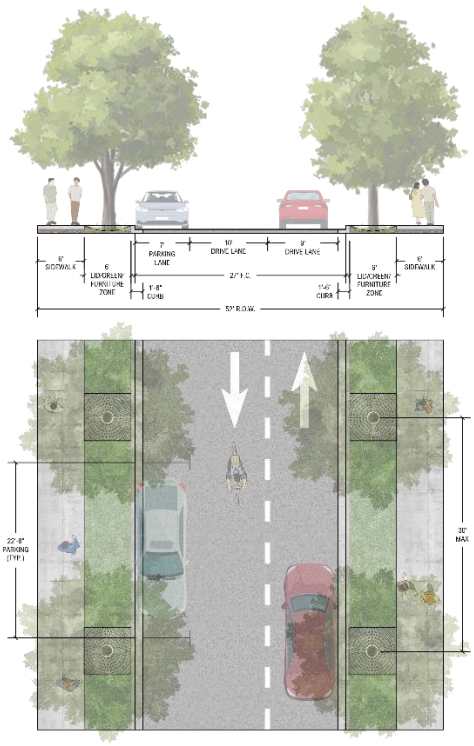
loaded, and homes are oriented to overlook restored wildlife areas and stormwater features. All homes having alley frontage shall be required to be rear loaded, as indicated on the Site Plan.

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.

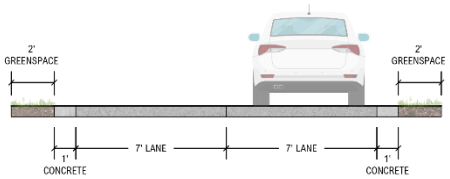
The proposed street sections are shown below:



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.

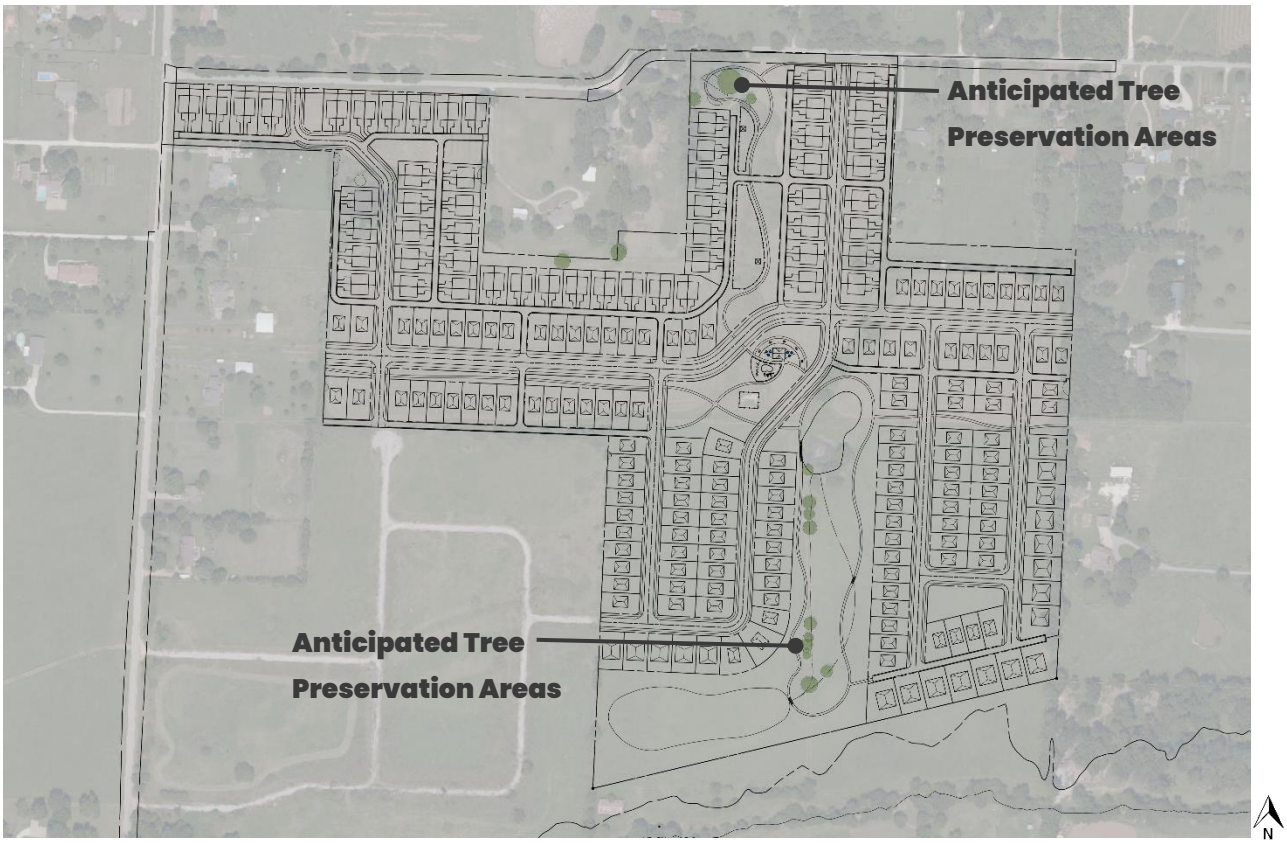
e. Undisturbed Natural Areas

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.

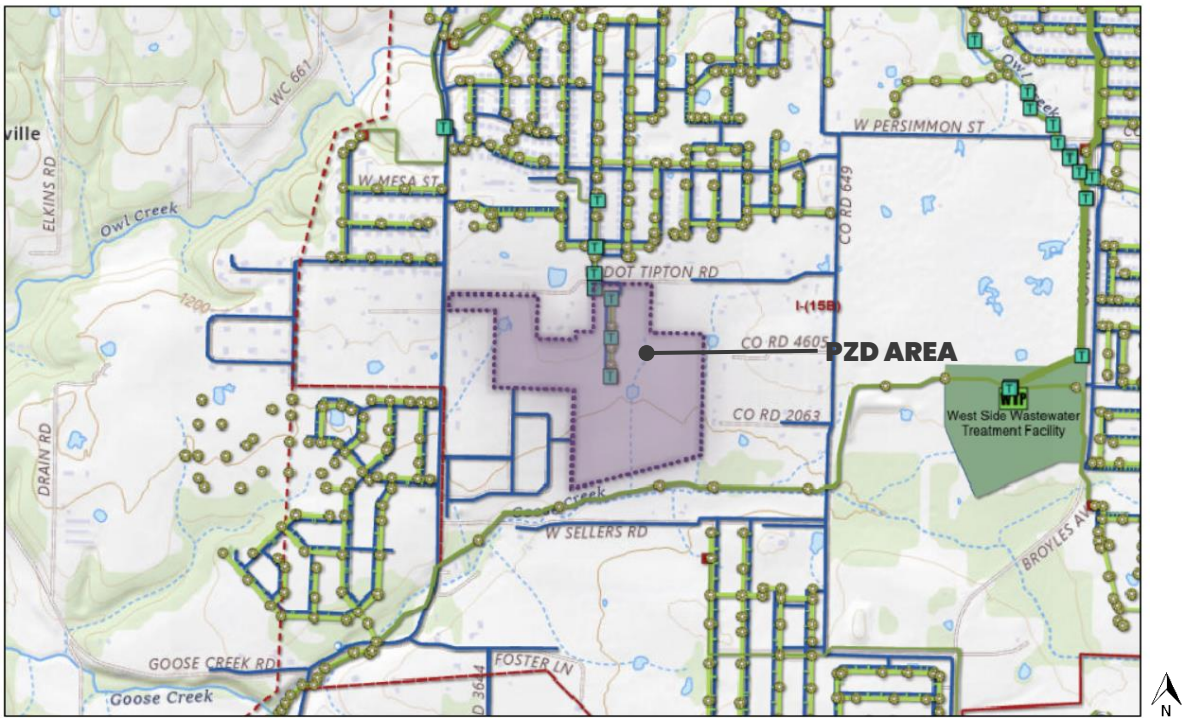
h. Recreational facilities

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

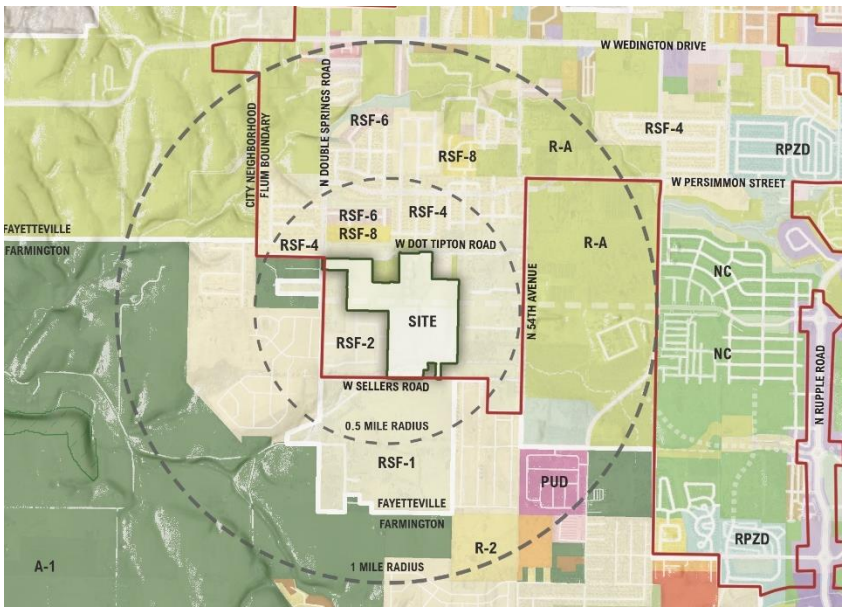
City of Farmington (Residential, up to 4 units per acre)

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.

VIIII. 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
	Unit 42	Clean technologies
Density	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 canel 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

Docusign Envelope ID: 77C2F0D8-303A-44D9-89A2-1D221AC5BD45

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	[signature]	35 ACRES DOUBLE SPRINGS & WAYNE SELLERS
7/24/25	[signature]	5769 W. Shalott 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

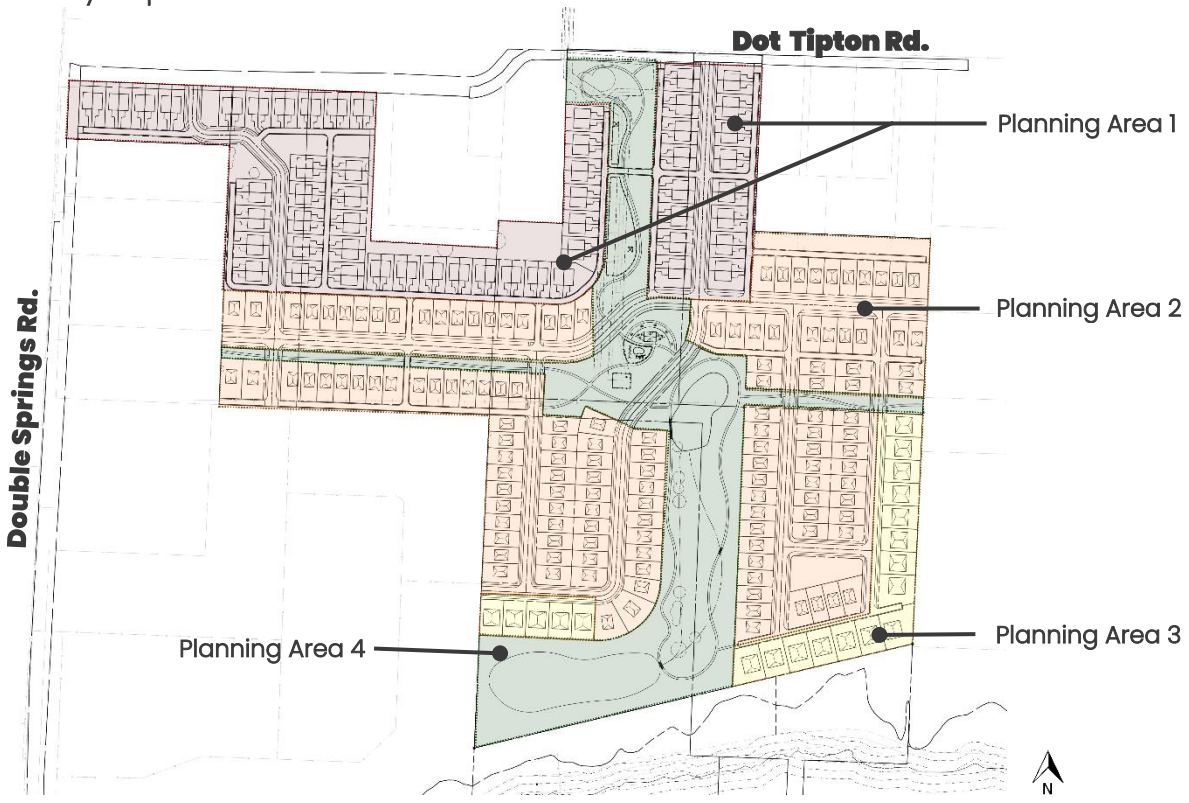
Monarch Summers development is a new housing development along Dot Tipton Road in west Fayetteville. It proposes mixed unit types, including attached townhomes and single-family homes, connected through walkable, compact streets, while maximizing greenspace for recreational use and stormwater management. 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



PRISM DESIGN STUDIO Crafton Tull

MONARCH SUMMERS

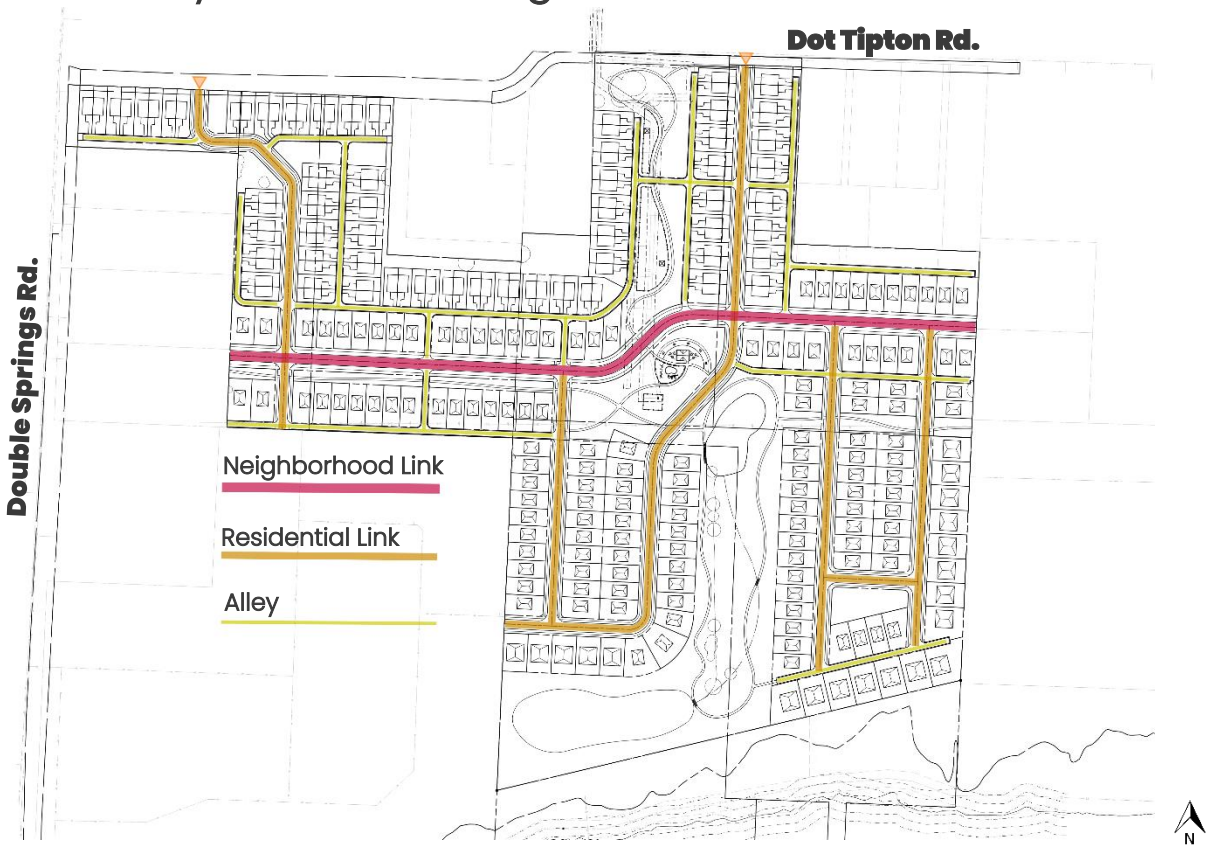
FAYETTEVILLE, ARKANSAS

06.04.2025

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N

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.

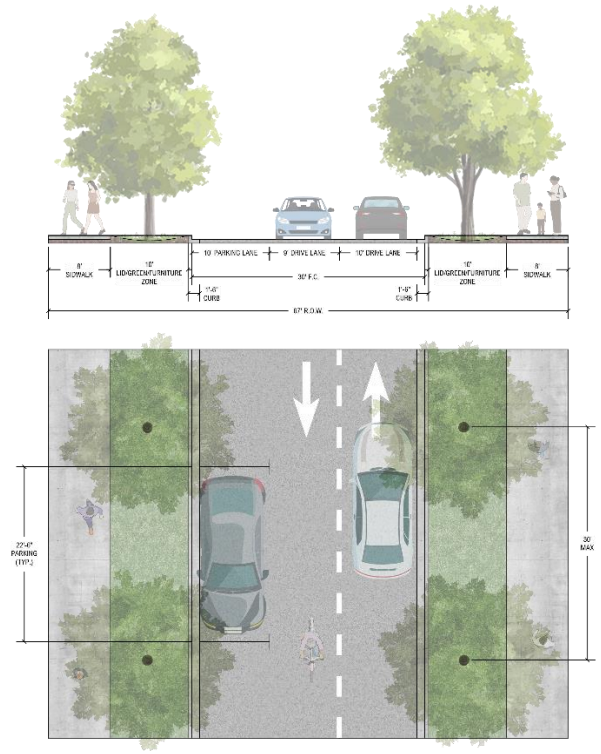
The two new drives lead to the project's "main street", a strong east to west corridor with a street section prioritizing pedestrian safety and maneuverability. This connector is also on the City's Master Street Plan, as a Residential Link. Other local streets spur off this "main street" into sections 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

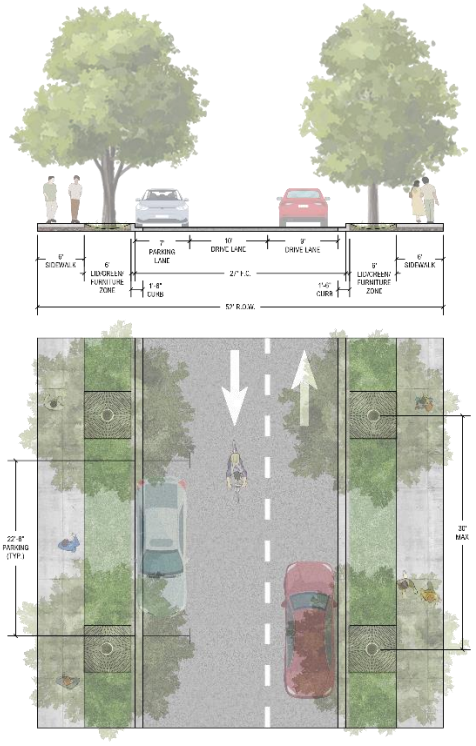
stormwater features. All homes having alley frontage shall be required to be rear loaded, as indicated on the Site Plan.

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.

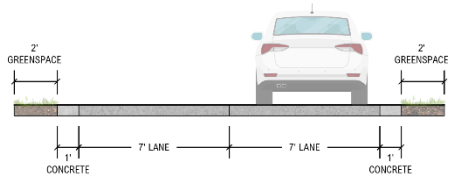
The proposed street sections are shown below:



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.

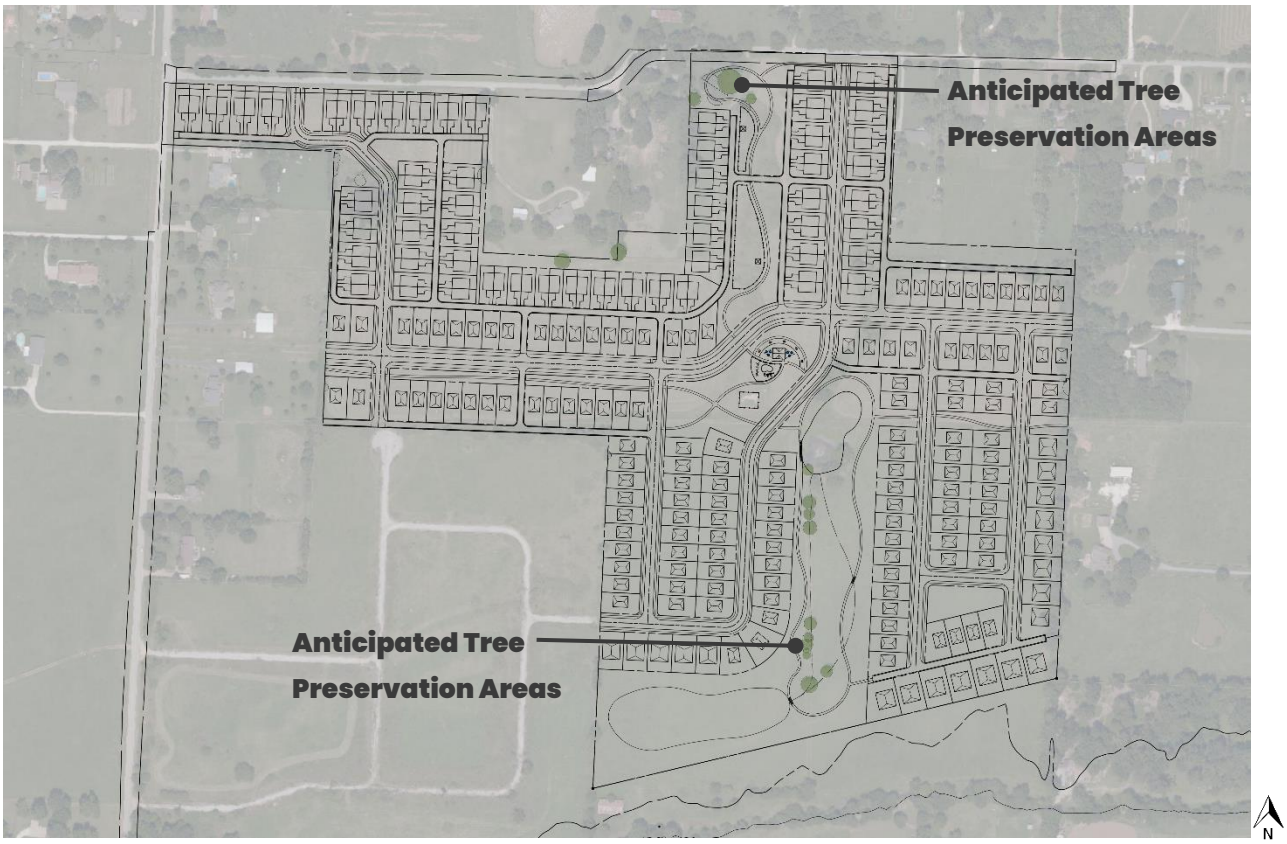
e. Undisturbed Natural Areas

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.

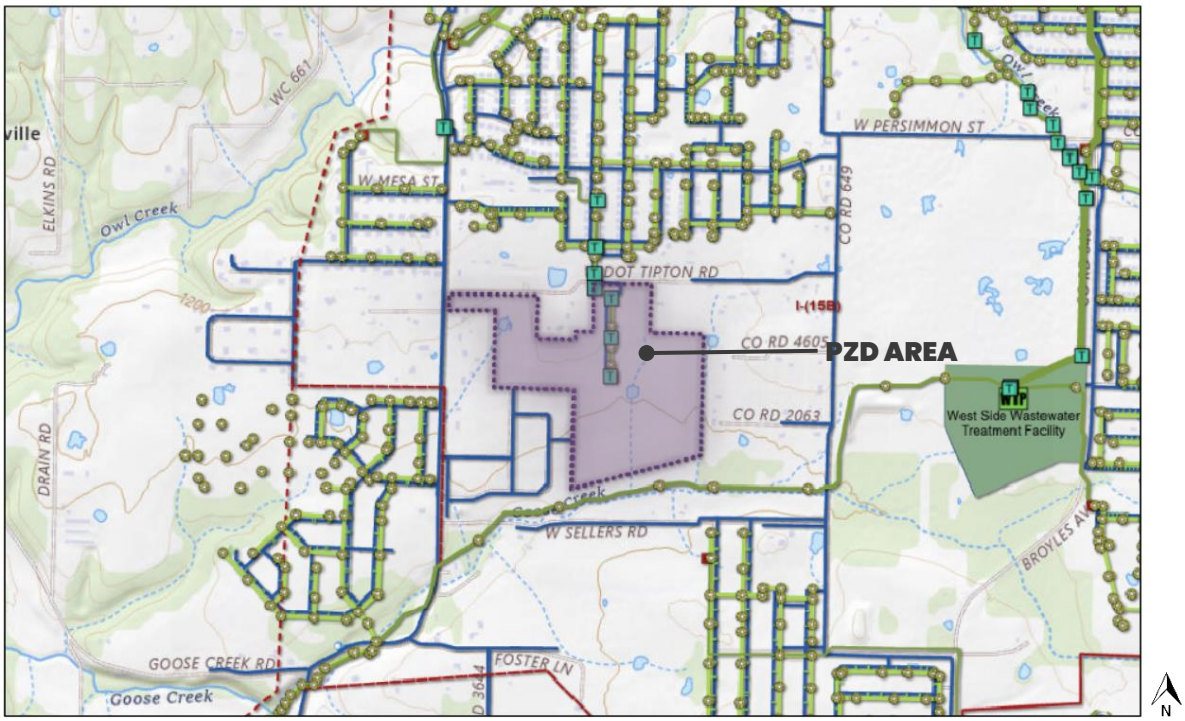
Landscape and habitat enhancements will be provided in the common areas and in the stormwater park area. The planting palette, including street trees, will be strictly native plant species in support of the enduring green network and nature-based solutions planning initiatives. Milkweed species, the 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

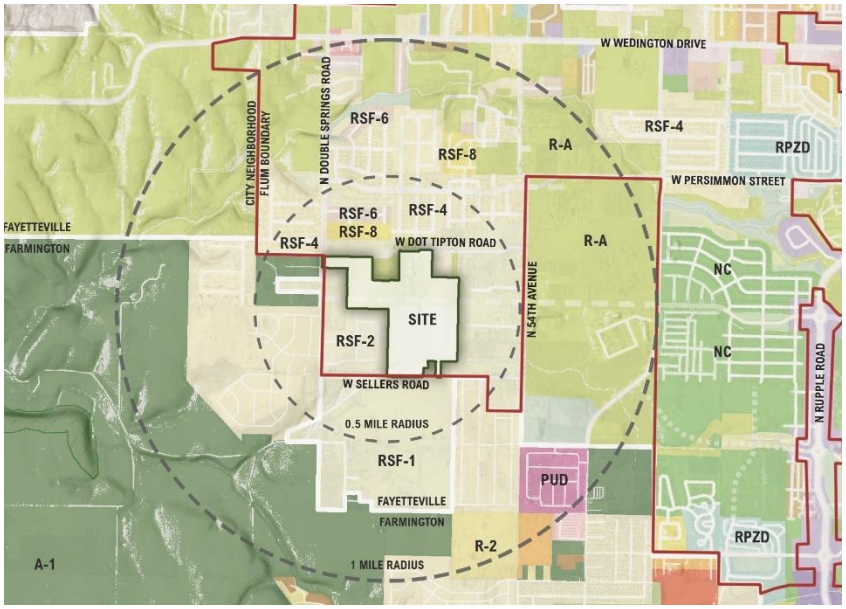
City of Farmington (Residential, up to 4 units per acre)

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.

VIIII. 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
	Unit 42	Clean technologies
Density	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.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1691

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285): Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.**

RECOMMENDATION:
City Planning staff 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 area is located in northwest Fayetteville, approximately mid-way between N. Salem and N. Deane Solomon Roads, and due north of the Crystal Springs, Phase IV subdivision. A portion of the property was rezoned to a Planned Zoning District in 2020 with the acquisition of land that was donated for Underwood Park. A Residential Link connection of Fayetteville's Master Street Plan enters the property from the south before angling eastward for future connectivity with Deane Solomon. An associated master street plan modification was also considered with this request, but it was not forwarded by the Planning Commission.

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

- **Planning Area #1 (Residential Single-Family) – 26.84 acres:** This area will be developed with residential single-family homes at a maximum density of 5.61 units per acre.
- **Planning Area #2 (Open Space and Amenities) – 22.36 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

Public Comment: To date, staff has received comments in opposition, centered around concerns regarding loss of green space to the north of the Crystal Spring subdivision, and concerns about additional traffic.

Land Use Compatibility: Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this

development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site. Elements contributing to the highest score include the following:

1. Adequate Fire Response (Station #8, 2266 W. Deane Street)
2. Near Sewer Main (10-inch along west side of site)
3. Near Water Main (8-inch along west side of site
4. Near Public School (Holcomb Elementary)
5. Near City Park (Underwood Park)
6. Near Paved Trail (Clabber Creek Trail)

DISCUSSION:
At the August 25, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 6-0-1 (Commissioner Cabe recused). The vote was preceded by another item, where the applicant requested to amend the master street plan in the area to provide a private street where a public one would be required. The request to modify the master street plan was ultimately denied by the Planning Commission with a vote of 3-3-1 (Commissioners Werner, Gulley, and Garlock were opposed, and Commissioner Cabe recused). Planning staff recommended denial of that request, finding that public streets are generally preferable to private streets from a maintenance, enforcement, and ongoing access standpoint.

Both items were previously heard at the August 11, 2025 Planning Commission meeting and tabled, and in the interim the applicant provided updated access easement language that was vetted by the City Attorney's office. While finding that the potential easement was legally defensible, the City Attorney's office also commented on the complexity of managing such an agreement in perpetuity. Three commissioners voted in favor of the master street plan amendment, and with that motion failing, those same commissioners ultimately voted in favor of the PZD, with all conditions as recommended by staff. As far as the Planned Zoning District itself, staff and the Commission found that it was compatible from the size, scale, density, and use perspective to the surrounding neighborhoods. One member of the public (the current property owner) spoke in favor of the request.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A - Map of Subject Property, 5. Exhibit B - Legal Description, 6. Exhibit C - PZD Booklet, 7. Planning Commission Staff Report, 8. Additional Information - Staff Report Addendeum, 9. Additional Information - 2025.09.18 Revision Letter, 10. Additional Information - PZD Booklet, 11. Additional Information - PZD Planning Area Plan, 12. Additional Information - Traffic Impact Analysis, 13. Additional Information - Public Street Exhibit

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

File #: 2025-1691

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2025-003 FOR APPROXIMATELY 49.2 ACRES LOCATED ON NORTH RAVEN LANE 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-2025-03 as described in Exhibits "A," "B" and "C" attached to the Planning Division's Agenda Memo which allows the development of approximately 26.84 acres of residential single-family homes at a maximum density of 5.61 units per acre, and sets aside 22.36 acres limited to stormwater, greenspace, and open space.

Section 2: This PZD approval is subject to the following conditions which shall be reflected in an updated PZD booklet:

1. Connectivity through public streets shall be maintained to the subdivision to the south.
2. The main north/south street throughout the development shall remain public to connect to the northeast section of the site.

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

2025-1691

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285): Submitted by CRAFTON TULL for property located on N. RAVEN LN. in WARD 4. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 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: _____

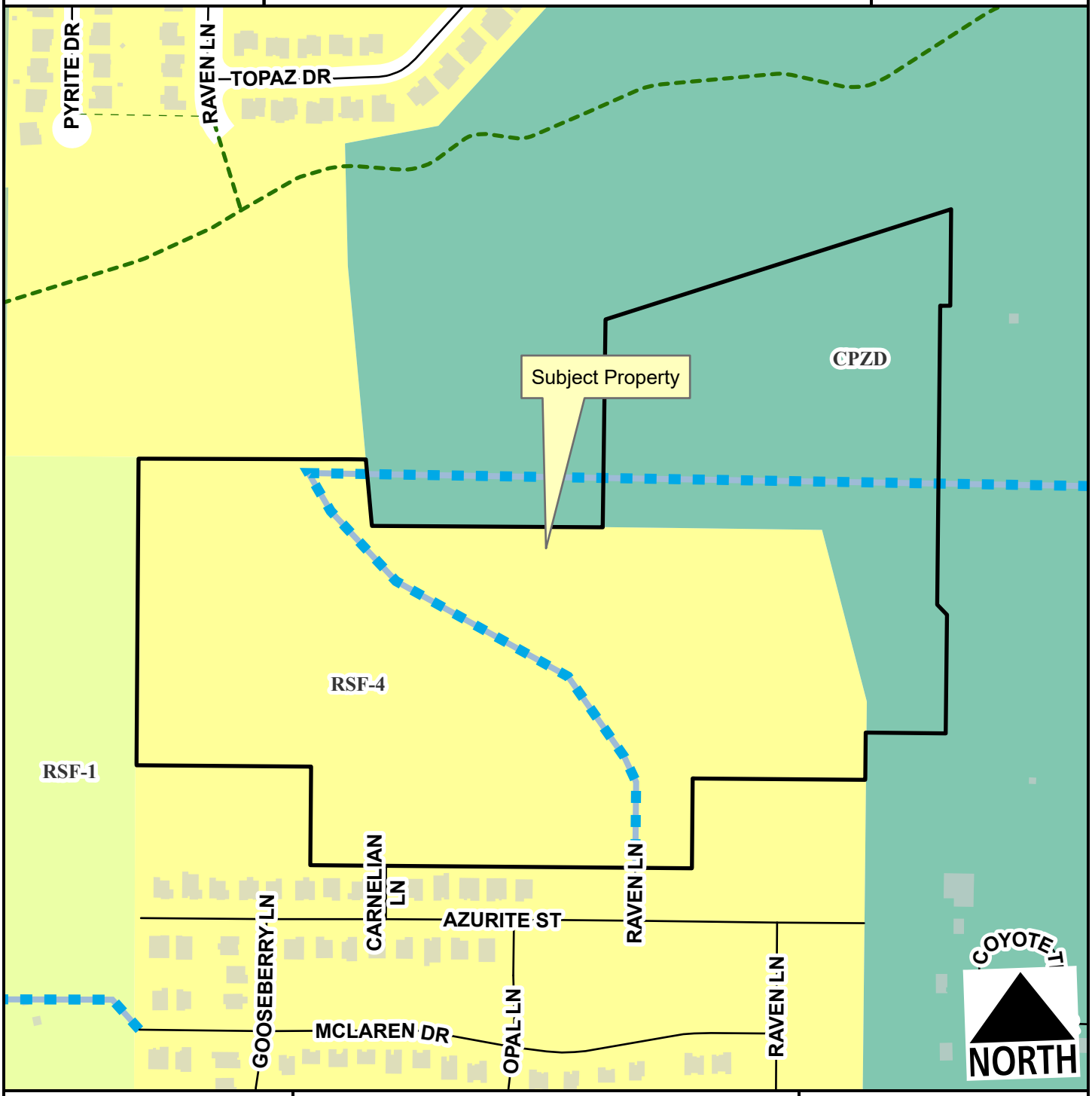
Comments:

PZD-2025-0003

Close Up View

N. RAVEN LN

EXHIBIT A



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 135 270 540 810 1,080

1:4,400

EXHIBIT B

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;

THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

July 23, 2025

NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

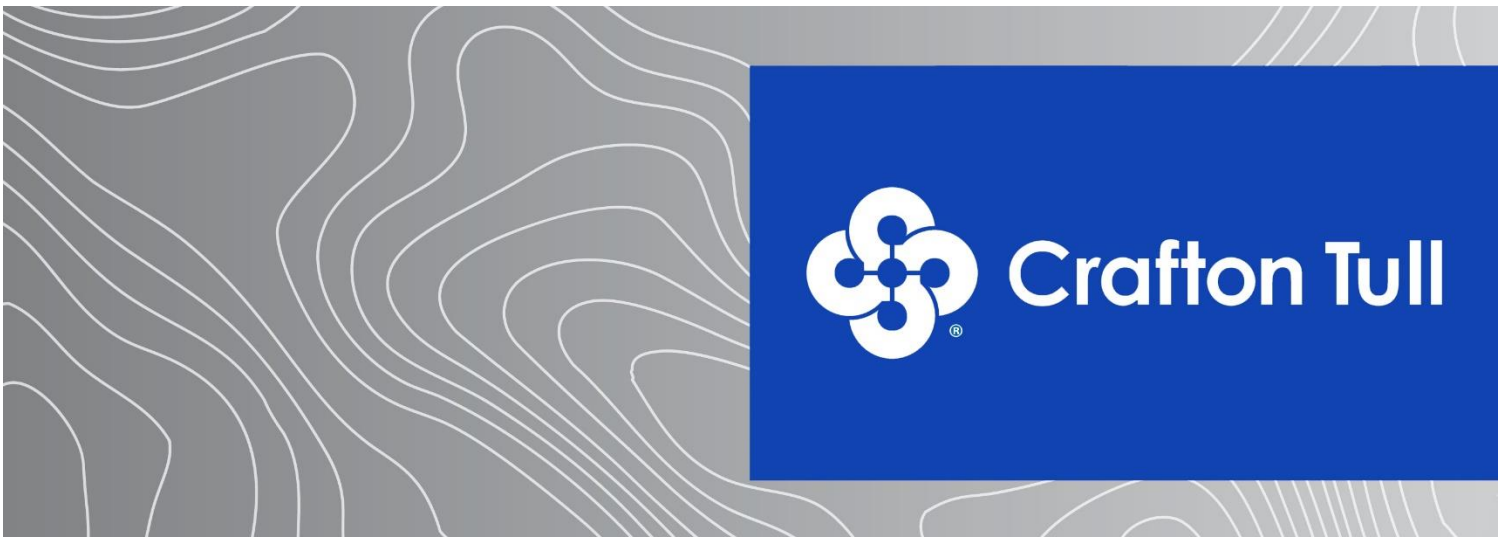
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

Developer Pursuing PZD:
Next Chapter Holdings, LLC
2500 Trade Center Dr
Evans, GA 30809

Existing Owner of PIN 765-16658-050:
UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST

Existing Owner of PIN 765-16658-022:
KTB LIMITED PARTNERSHIP

CT JOB NO. 25301700



Prepared by: Crafton Tull

300 N College Ave, Suite 317 | Fayetteville, AR 72701 | 479-455-2207 | www.craftontull.com

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Exhibit A – Cover Sheet/Survey

Exhibit B – Zoning & Development Standards by Planning Area

Exhibit C – Master Plan, Aerial Overall Site Plan, & Modified Typical Residential Link Section

Exhibit D – Floor Plans, Elevation Views, & Isometric Views for all unit types

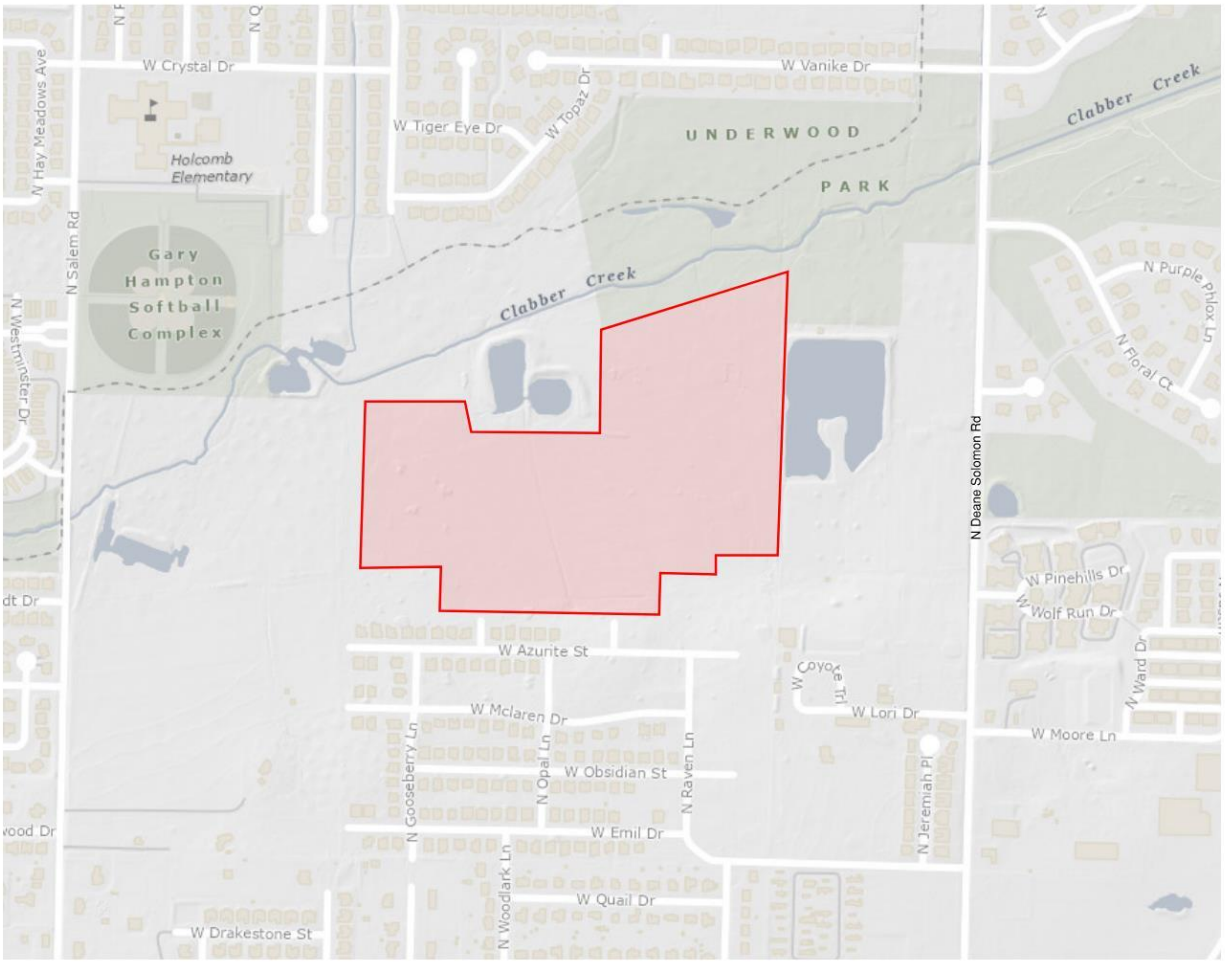
Exhibit E – Example Monument Sign

300 N College Ave, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with

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useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal streets that will all be publicly accessible via established public access easements. The site will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) and one neighborhood link street (N Deane Solomon Rd). All internal streets will be privately owned & maintained roads with 36' public access easements established over them, providing access to vehicles and pedestrians. The internal network of streets will be private and will generally conform to page 142 of the 2040 MSP Typical Residential Link section. Please see Exhibit C for the proposed modified residential link typical section.

If the internal network of streets were publicly dedicated residential links, then there would be a variety of challenges to accommodate Next Chapter's unique residential design product. The Next Chapter style, use, and model for distinct neighborhoods typically does not fit neatly into City of Fayetteville Unified Development Code or planning staff's traditional interpretation thereof. A Next Chapter Neighborhood was never intended to resemble or mimic a typical single-family, nor multi-family development. This is a new residential product type that has details and nuances that usually do not fit into one of these two traditional categories. One of the most critical design restrictions that would result from a publicly dedicated network of internal streets would be creation of internal right-of-way, or property lines. This would result in required front, side, and rear yard setbacks to be measured from the required dedicated right-of-way. The resulting spacing and design outcome would resemble a traditional for-sale single-family neighborhood. As previously stated, this design and layout does not fit the unique and relatively new residential product type model for a Next Chapter Neighborhood. Dedicating the required right-of-way for residential links would result in a variety of spacing and product challenges for a Next Chapter Neighborhood. The result of this would be a significant reduction in unit count, operational and ownership challenges, and a loss of intentional product aesthetic & design.

These are the primary reasons why Next Chapter is proposing these privately owned & maintained roads with public access easements granted over them. Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost and lifetime maintenance of the streets, while still keeping them accessible to public..

The primary benefit to the City of Fayetteville is that Next Chapter Holdings, LLC, will provide the intended connectivity for pedestrians and vehicles, and the City won't have to pay for any lifetime maintenance or initial construction costs. Fayetteville taxpayers do not pay for the construction or maintenance of the road, and yet they are still able to utilize and access the streets & sidewalks, free of charge. This is typically viewed as favorable by local jurisdictions as Next Chapter Holdings, LLC, is highly incentivized to ensure the roads are kept up to high standards. If a high-quality product is not provided by the developer, which includes the streets & means of access, then the developer's business will suffer.

The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. In addition to the connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through

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the Next Chapter development site in the form of privately owned and maintained roads with public access easements granted over it them. No alleys are proposed.

An amendment to the Master Street Plan will be submitted concurrently with this PZD because while the development is meeting the intent of the established Master Street Plan's inter-parcel connectivity requirements, the technical nature of the privately owned and maintained internal roads warrant a Master Street Plan Amendment to verify this. The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments. Therefore, because we are meeting the connectivity goal of the City Plan 2040, we believe this amendment to the MSP is justified, and will not negatively impact the City but rather benefit the City with a privately funded street & sidewalk installation and life-long maintenance.

Next Chapter is proposing to add a condition that any approval of the MSP amendment is conditional upon the specific project moving forward and/or the public access easements being dedicated. If these conditions are not met, then any approved MSP amendment will revert back to the originally adopted MSP.

Each unit will be front-loaded, and all units will have their own garage. There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements
A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas
There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property.

4) Tree Preservation Areas
Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage
Stormwater facilities will likely include multiple detention ponds to be provided within the development, located on the downhill side along the northern property line and located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas
The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)
Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private streets, , parking pods, and uses where single family structures are proposed. This area will have a "build-to-zone", where the principal façade of the residential units shall be within 10-25ft of the outside edge of sidewalk for the units that are fronting streets.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 8: Single-family dwellings
Unit 9: Two-Family Dwellings
Unit 10: Three (3) and Four (4) family dwellings
Unit 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities

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Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 6 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	30’
Side Setback adjacent to Single & Two Family	5'	5'	30'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	6 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
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.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

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*All setbacks are from the perimeter property line of the entire 49.2-acre site. There are no internal property lines to measure unit setbacks from. A 30’ building setback around the entire perimeter of the property is included.

Because there are no internal property lines to measure internal setbacks from and to provide clarity in comparison of, please see the additional table below which compares the physical unit separations to the existing zoning’s setbacks. Also, the proposed residential envelope’s minimum width & area are compared to the existing zoning’s minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from – therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site’s internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	19' (to outside edge of sidewalk)
Min. Side Separation	5' setback (10’ between buildings)	5' setback (10’ between buildings)	5' setback (10’ between buildings)
Min. Rear Separation	15'	15'	10'
Min. Residential Envelope Width	70'	None	30' (to allow for Hamilton & Jennings units)
Min. Residential Envelope Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	1410 SF (to allow for most narrow envelope width (Hamilton & Jennings, 30') by shortest envelope depth, Maple (47’)

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
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.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer’s desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 6 units/acre over the entire property in question will result in the reduction of 223 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32’ wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10’ minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could’ve been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 6 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 6 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 6 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 295 units – or a reduction of 223 units.

This development will have street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also connect to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.
All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

<u>Goal 2: We will discourage suburban sprawl.</u>
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends

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vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access easements dedicated over them will meet that plan for the following reasons:

1. Streets will provide legally established public access through the site from southern adjacent parcel to eastern adjacent parcel.
2. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
3. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

M) Traffic Study
A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway*

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improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The internal streets will be privately owned & maintained with public access easements dedicated over them. The private streets require an amendment to the Master Street Plan, to be submitted concurrently with this PZD. However, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

3) Parking Standards:

Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence

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as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link Private Streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. The streets will be privately owned & maintained with public access easements dedicated over them. Please see Exhibit C for the proposed modified residential link typical section. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

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12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

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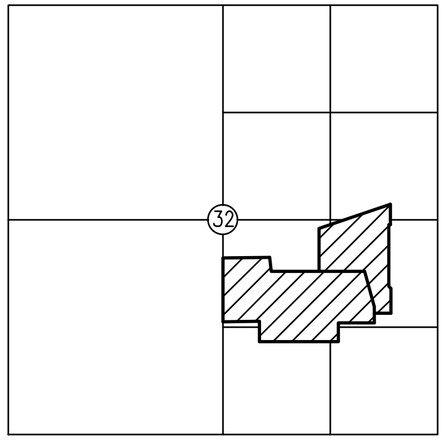
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

EXHIBIT A
COVER SHEET/SURVEY



T-16-N R-30-W

DEED DESCRIPTION (DEED 2021-00013842):

PART OF THE NW 1/2 OF THE SE 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32;
THENCE NORTH 87°16'59" WEST A DISTANCE OF 782.21 FEET TO THE EAST LINE OF CRYSTAL SPRINGS SUBDIVISION.
THENCE ALONG SAID NORTH LINE NORTH 02°38'01" EAST A DISTANCE OF 1,483.34 FEET TO THE POINT OF BEGINNING.
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE NORTH 2°38'01" EAST A DISTANCE OF 76.97 FEET;
THENCE NORTH 12°18'05" WEST A DISTANCE OF 449.85 FEET;
THENCE NORTH 87°14'42" WEST A DISTANCE OF 556.89 FEET;
THENCE NORTH 02°45'14" EAST A DISTANCE OF 527.06 FEET;
THENCE NORTH 74°18'30" EAST A DISTANCE OF 920.33 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 245.00 FEET;
THENCE NORTH 87°23'22"WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 758.10 FEET;
THENCE SOUTH 42°23'22"EAST A DISTANCE OF 35.36 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF NORTH 87°23'22" WEST A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

DEED DESCRIPTION (DEED 2020-00021939):

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E A DISTANCE OF 777.29 FEET;
THENCE S87°48'23"E A DISTANCE OF 576.11 FEET;
THENCE S03°18'06"E A DISTANCE OF 169.29 FEET;
THENCE S87°14'42"E A DISTANCE OF 1141.88 FEET;
THENCE S12°18'05"E A DISTANCE OF 449.85 FEET;
THENCE S02°38'01"W A DISTANCE OF 193.06 FEET;
THENCE N87°32'17"W A DISTANCE OF 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W A DISTANCE OF 967.49 FEET;
THENCE N02°27'54"E A DISTANCE OF 250.00 FEET;
THENCE N87°32'06"W A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SURVEY DESCRIPTION:

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE PROPERTY SURVEYED IS ZONED CPZD AND RSF-4. THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2020-00021939, DEED 2021-00013842, PLAT 2016-00029554, PLAT 2019-00034850, PLAT 024A-00000298, PLAT 0024-00000426, PLAT 0024-00000510 AND PLAT 0024-00000517.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF WACO TITLE COMPANY EASEMENT SEARCH FILE NO. 2504136-102, DATED APRIL 17, 2025.

PAT OF THIS PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205F, REVISED DATE JANUARY 25, 2024.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 17TH DAY OF JUNE, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY NO. 1741 CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
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LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:42 PM [PLOTTED BY: *VALID ON HARD COPY ONLY!]

LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE IN FEET
120' 0 120'

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.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°16'43.18"
COMBINED SCALE FACTOR: 0.99991525
VALUE CALCULATED AT THE FOLLOWING POINT:
N 648801.721 E 663175.113 Z 1264.203

CALBBER CREEK

1189

1190

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

N = 651064.73
E = 661457.69

P.O.B.
5/8" IRON PIN

S87°48'23"E 576.12'
5/8" IRON PIN

S3°18'06"E 169.29'
1/2" IRON PIN

S87°14'42"E 584.99'
5/8" IRON PIN

N2°45'14"E 527.06'
5/8" IRON PIN

N74°18'30"E 920.33'
5/8" IRON PIN

S2°36'38"W 245.00'
5/8" IRON PIN

L3
5/8" IRON PIN

S2°36'38"W 758.10'

N87°14'42"W 556.89'
1/2" IRON PIN

N2°18'05"W 449.85'
5/8" IRON PIN

L4
5/8" IRON PIN

S2°36'38"W 301.04'

L2
5/8" IRON PIN

P.O.B.

N87°23'22"W 202.48'
5/8" IRON PIN

L1
5/8" IRON PIN

N = 650186.41
E = 663270.67

N87°32'17"W 437.69'
5/8" IRON PIN

S2°27'43"W 227.74'
5/8" IRON PIN

N87°32'06"W 967.49'
5/8" IRON PIN

N2°27'54"E 250.00'
5/8" IRON PIN

N87°32'06"W 442.90'
5/8" IRON PIN

P.O.B.
5/8" IRON PIN

N2°23'27"E 1381.39'

N2°23'27"E 777.29'

20' WATER & SEWER EASEMENT
DOC 2022-00022348

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

N2°38'01"E 1367.25'

P.O.C.
SW CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

P.O.C.
SE CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

N87°16'59"W 782.21'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 38' 01"E	116.09'
L2	N2° 38' 01"E	76.97'
L3	N87° 23' 22"W	25.00'
L4	S42° 23' 22"E	35.36'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

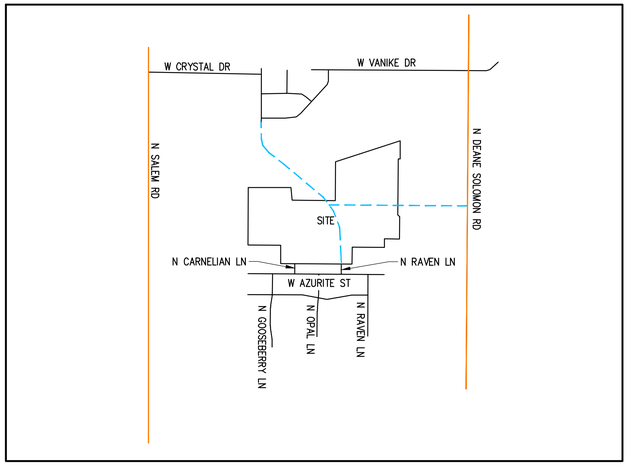
SHEET NO.:
2 OF 2

DRAWING G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT2, LAST SAVED: KM476, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:51 PM, [PLOTTED BY:- VALID ON HARD COPY ONLY]

NEXT CHAPTER PZD

FAYETTEVILLE, ARKANSAS

PZD (# TO BE ASSIGNED)



VICINITY MAP (NTS)

BASIS OF BEARING: 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.

FREEWAY/EXPRESSWAY

REGIONAL LINK-HIGH ACTIVITY

REGIONAL LINK

NEIGHBORHOOD LINK

NEIGHBORHOOD LINK PLANNED

RESIDENTIAL LINK PLANNED

PROJECT INFORMATION

APPLICANT:	CRAFTON TULL CONNOR THREET P.E. 300 N. COLLEGE AVE., SUITE 317 FAYETTEVILLE, AR 72701 479-878-2467
OWNER PURSUING PZD:	NEXT CHAPTER HOLDINGS, LLC 2500 TRADE CENTER DR EVANS, GA 30809
EXISTING OWNERSHIP:	UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST KTB LIMITED PARTNERSHIP
PLAT DOCUMENTS FOR EXISTING PARCELS:	PROPERTY LINE ADJUSTMENT PLAT 2019-00034850 PROPERTY LINE ADJUSTMENT PLAT 2016-00029554 TRACT SPLIT PLAT 024A-00000298 ACCESS, MAINTENANCE, & DETENTION PERMANENT EASEMENT PLAT DOC 2019-00038607

PROPERTY DESCRIPTION

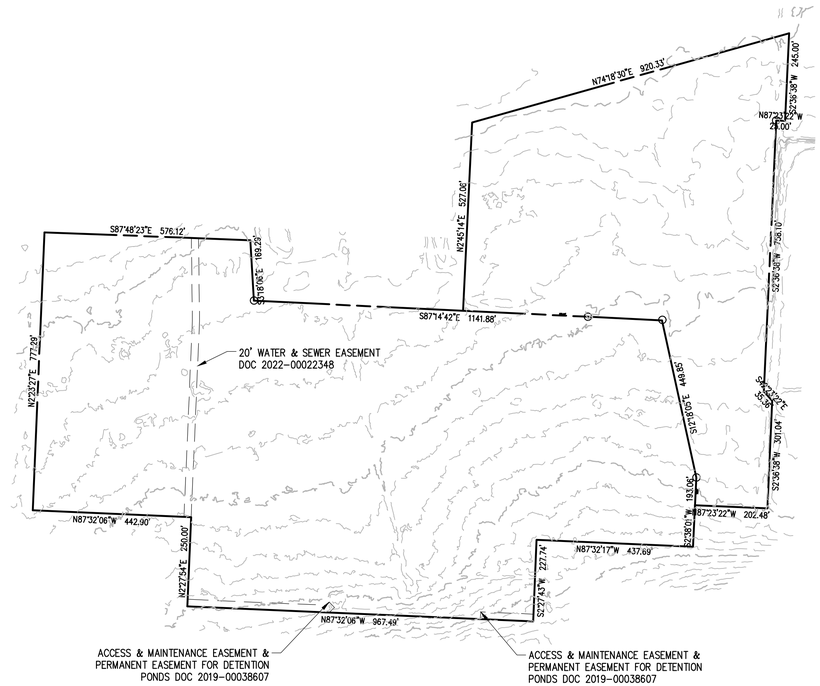
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



Arkansas One Call

811

Know what's **below**.

Call before you dig.

FLOOD NOTE:

A PORTION OF THE PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205G, EFFECTIVE DATE JANUARY 24, 2024.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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CONTACT: C. THREET
QC by:
QC Date:

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COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNTSERVE_DRIVES\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
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PLOTTED: 7/8/2025 8:38:34 AM BY: TYLER PLOTTED BY: VALID ON HARD COPY ONLY

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

LAND USE DESIGNATION TABLE

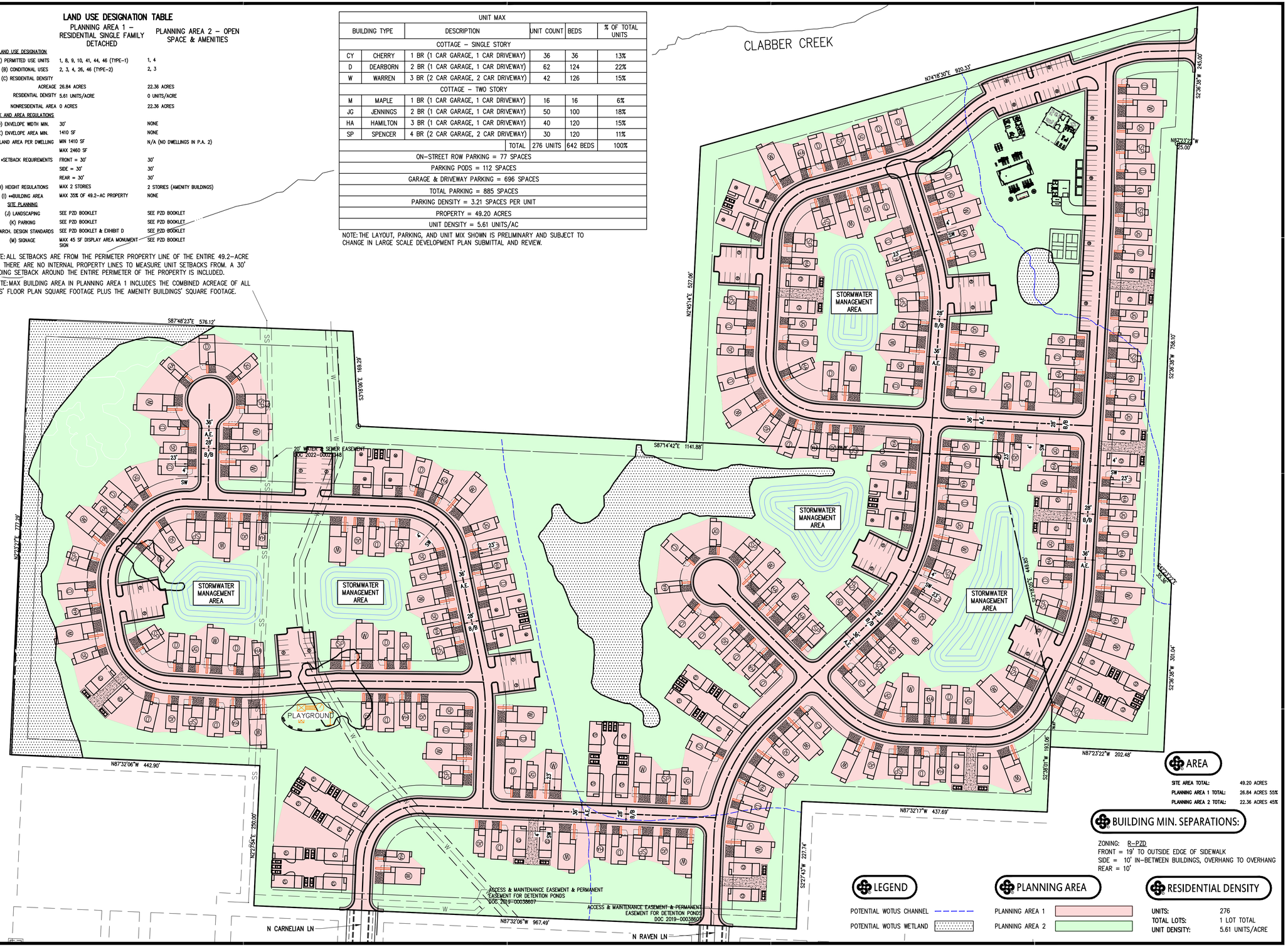
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 30' SIDE = 30' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

*NOTE: ALL SETBACKS ARE FROM THE PERIMETER PROPERTY LINE OF THE ENTIRE 49.2-ACRE SITE. THERE ARE NO INTERNAL PROPERTY LINES TO MEASURE UNIT SETBACKS FROM. A 30' BUILDING SETBACK AROUND THE ENTIRE PERIMETER OF THE PROPERTY IS INCLUDED.

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL:	49.20 ACRES
PLANNING AREA 1 TOTAL:	26.84 ACRES 55%
PLANNING AREA 2 TOTAL:	22.36 ACRES 45%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 19' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS:	276
TOTAL LOTS:	1 LOT TOTAL
UNIT DENSITY:	5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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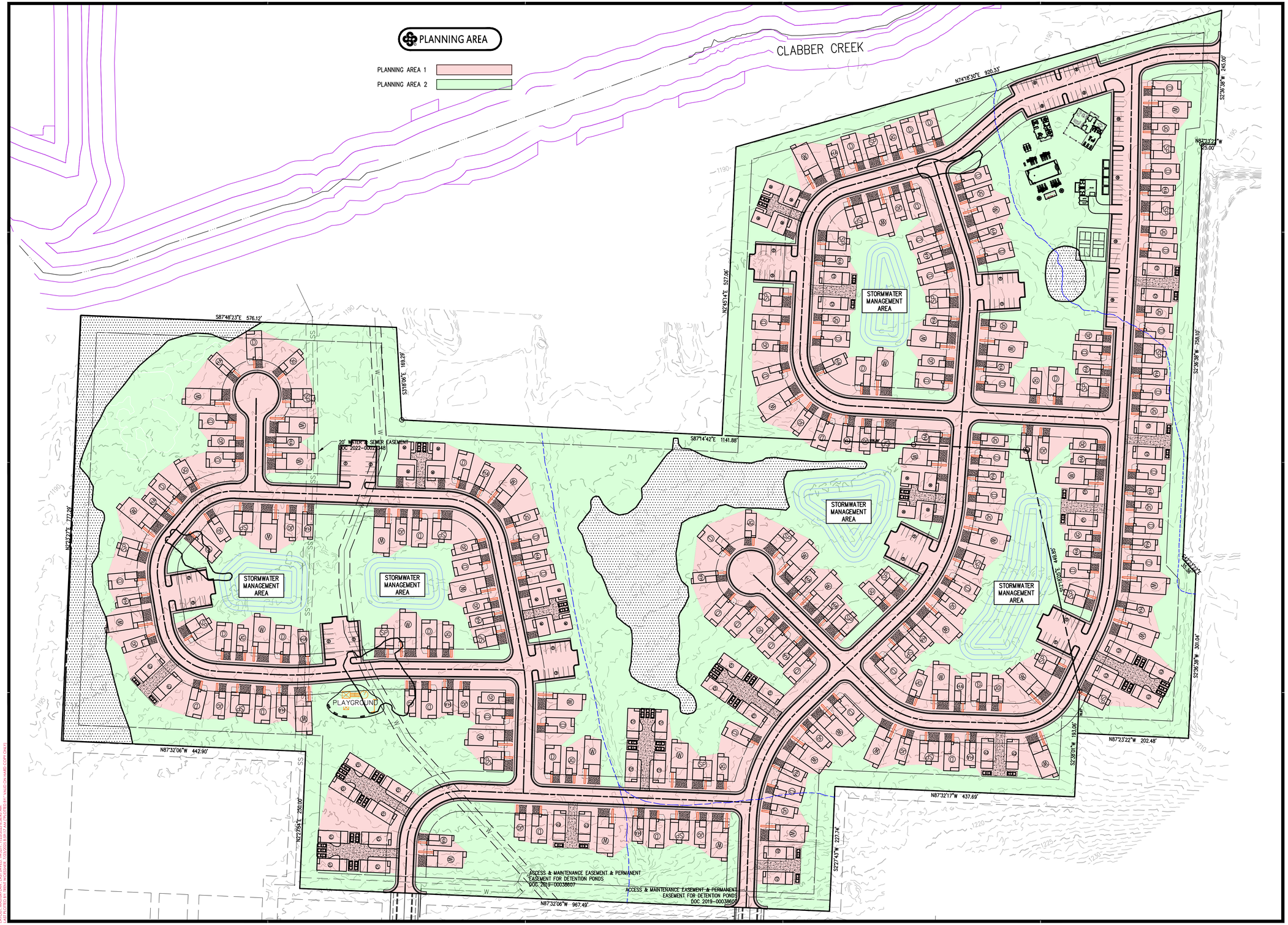
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

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LAYOUT: EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP
LAST PLOTTED: 8/27/2025 7:22:29 AM BY: TYLER.DUNCAN
XREF: XREF: XREF:

EXHIBIT C
MASTER PLAN, AERIAL OVERALL SITE PLAN, & MODIFIED TYPICAL RESIDENTIAL LINK SECTION

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GRAPHIC SCALE IN FEET
80' 0 80'

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EXHIBIT C MASTERPLAN

2 OF 2

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LAYOUT: EXHIBIT C MASTERPLAN - LAST SAVED: 7/9/2025 7:53:07 AM BY: DAVID.HABIS
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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

- Pedestrian Connection points at subject property line to adjacent Underwood Park's trail network. Site plan in future LSD submittal will show proposed soft or hard surface pedestrian access from the paved interior sidewalk to these access points.

Key Plan

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OVERALL SITE PLAN

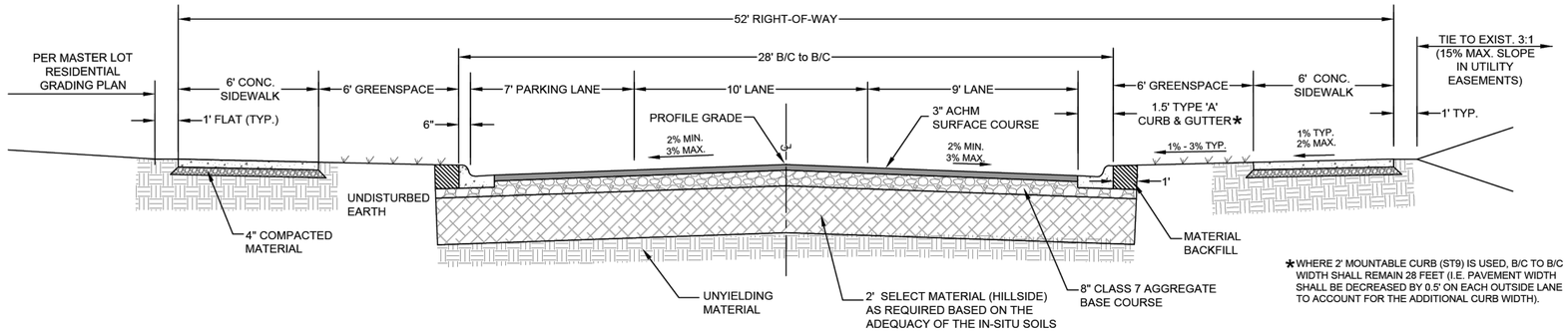
1 OF 1

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LAYOUT: LAYOUT1 | LAST SAVED: 6/3/2025 12:45:44 PM | PLOTTED BY: VAUGHN HARD COPY (ONLY)

NOTES:

1. CONTACT THE ENGINEERING DIVISION (575-8206) TO REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT-OF-WAY.
2. THE ENGINEER OF RECORD SHALL PERFORM "PART TIME" INSPECTION FOR THE DRAINAGE INSTALLATION AND STREET CONSTRUCTION. THE PUBLIC WORKS INSPECTOR MUST BE PRESENT FOR TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING TESTING.
3. MINIMUM DENSITY FOR ASPHALT SHALL BE 92% OF THE MAXIMUM THEORETICAL DENSITY.
4. SUBGRADE (HILLSIDE) SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR. PROCTOR CURVE DATA SHALL BE SUPPLIED TO THE CITY ON ALL MATERIAL BY THE ENGINEER OF RECORD. WITHOUT THE COPY OF THE SITE SPECIFIC PROCTOR CURVE, MOISTURE CONTENT MUST BE WITHIN 3% OF OPTIMUM WHEN TESTED.
5. BASE COURSE (CLASS 7 AGGREGATE BASE) SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR ON RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS.
6. CURING COMPOUND IS REQUIRED FOR ALL CONCRETE IN RIGHT-OF-WAY OR EASEMENTS, ANY COLOR EXCEPT CLEAR. FOLLOW STANDARD ENGINEERING PRACTICE FOR PLACEMENT IN HOT, WINDY, AND COLD WEATHER.
7. CURB MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE OMNI SEAL 50, PECORA 864 AND 865, DOW COMING 888, OR OTHER PRE-APPROVED EQUAL.
8. ALL IN-SITU SOILS FOR SUBGRADE SHALL HAVE A LIQUID LIMIT LESS THAN 40, A PLASTICITY INDEX LESS THAN 15, AND A CBR GREATER THAN 8. INADEQUATE SOILS SHALL BE UNDERCUT 2 FEET AND REPLACED WITH "HILLSIDE MATERIAL" (SOILS WITH CBR OF 8 OR GREATER, AND AS CLASSIFIED AS GM OR GC SOILS) - GEOTECHNICAL TESTING REQUIRED TO DETERMINE SOIL ACCEPTANCE.
9. SUBGRADE MUST BE PLACED ON UNYIELDING MATERIAL - ADDITIONAL UNDERCUT MAY BE REQUIRED.

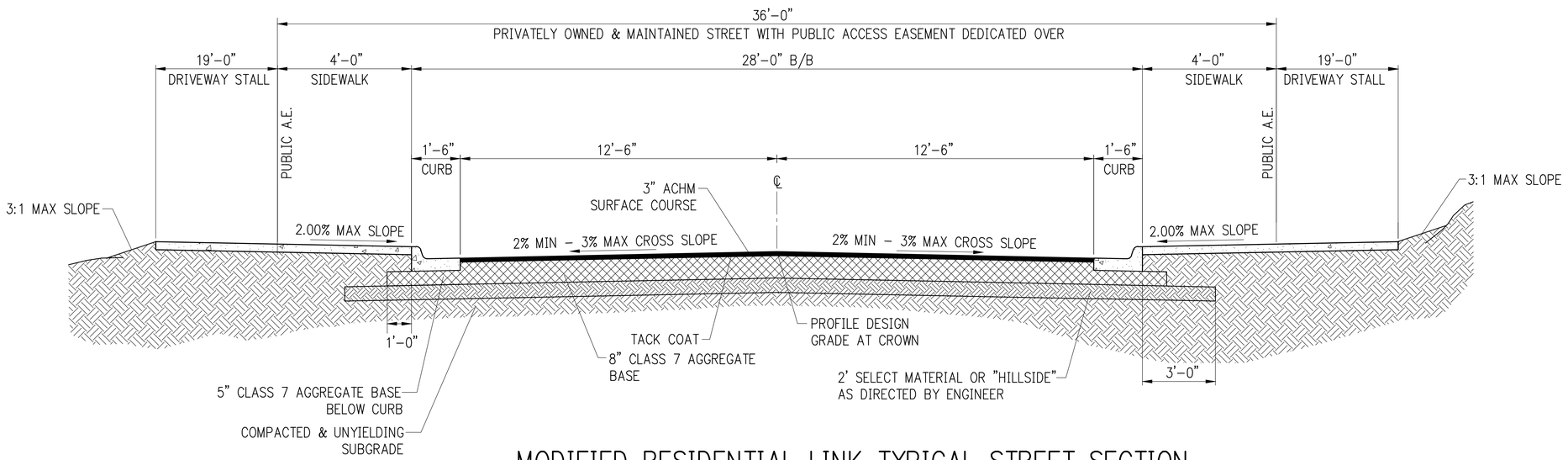
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*WHERE 2' MOUNTABLE CURB (ST9) IS USED, B/C TO B/C WIDTH SHALL REMAIN 28 FEET (I.E. PAVEMENT WIDTH SHALL BE DECREASED BY 0.5' ON EACH OUTSIDE LANE TO ACCOUNT FOR THE ADDITIONAL CURB WIDTH).

TYPICAL SECTION RESIDENTIAL LINK

*ALL INTERNAL STREETS, N RAVEN LN. & N CARNELIAN LN., WILL USE A MODIFIED VERSION OF THIS RESIDENTIAL LINK TYPICAL SECTION, SEE BELOW.



MODIFIED RESIDENTIAL LINK TYPICAL STREET SECTION

NTS

SHEET: ST1

DATE: May 25, 2017 REVISED; Jan. 13, 2021; June 28, 2021; April 5, 2022

TITLE: STREET DETAILS

DESCRIPTION: RESIDENTIAL LINK AND NEIGHBORHOOD LINK TYPICAL SECTIONS

CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE: (479) 575-8206 FAX NO: (479) 575-8202

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
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EXHIBIT C - TYPICAL SECTION

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LAYOUT: TYPICAL SECTIONS PLOTTED: THREET, 7/23/2025 2:03:03 PM VIA IO.WIN32.COPY ONLY

EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES



ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 410 SQFT
TOTAL HTD- 862 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

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awoods@nextchapterconstruction.us

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SCALE: NO SCALE

DATE: 2/14/2025

PG 1



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PG 2



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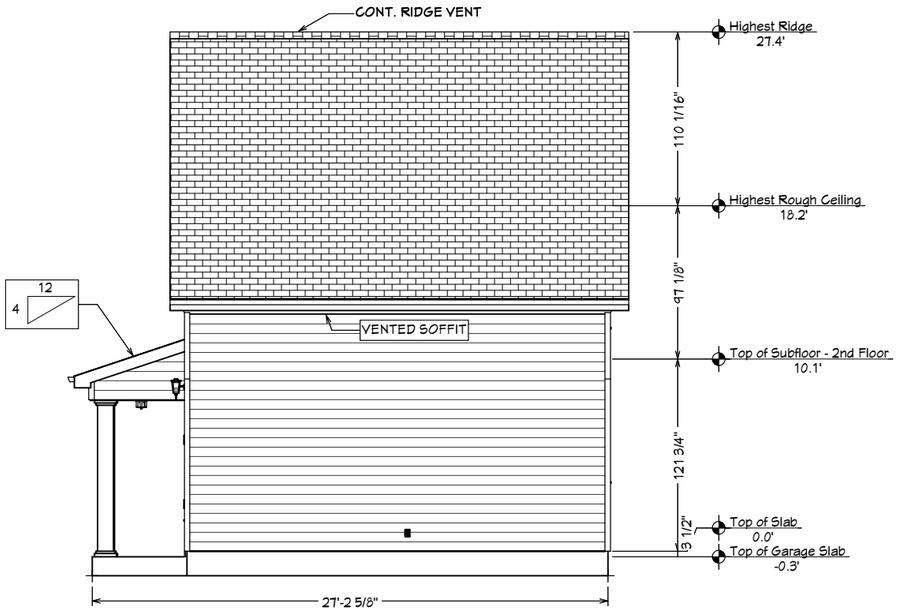
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NO.	DESCRIPTION	BY	DATE

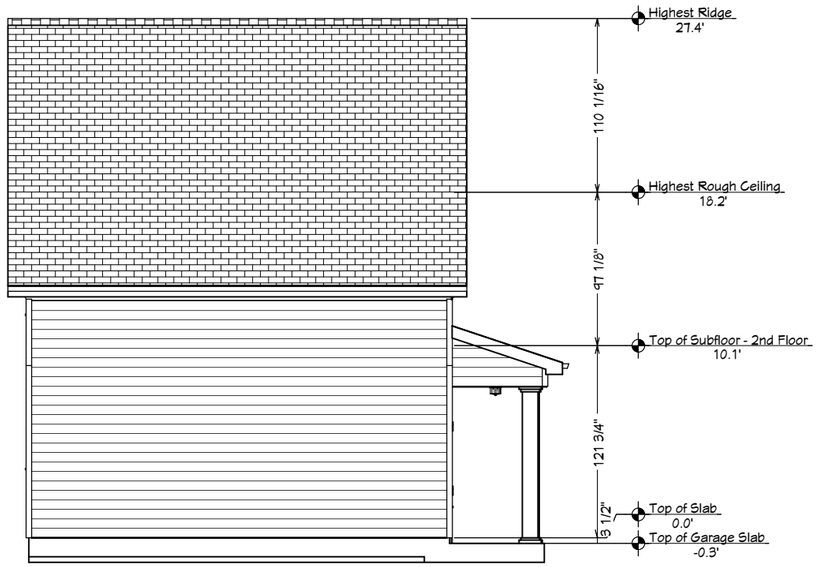
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PG 3



RIGHT ELEV.



LEFT ELEV.

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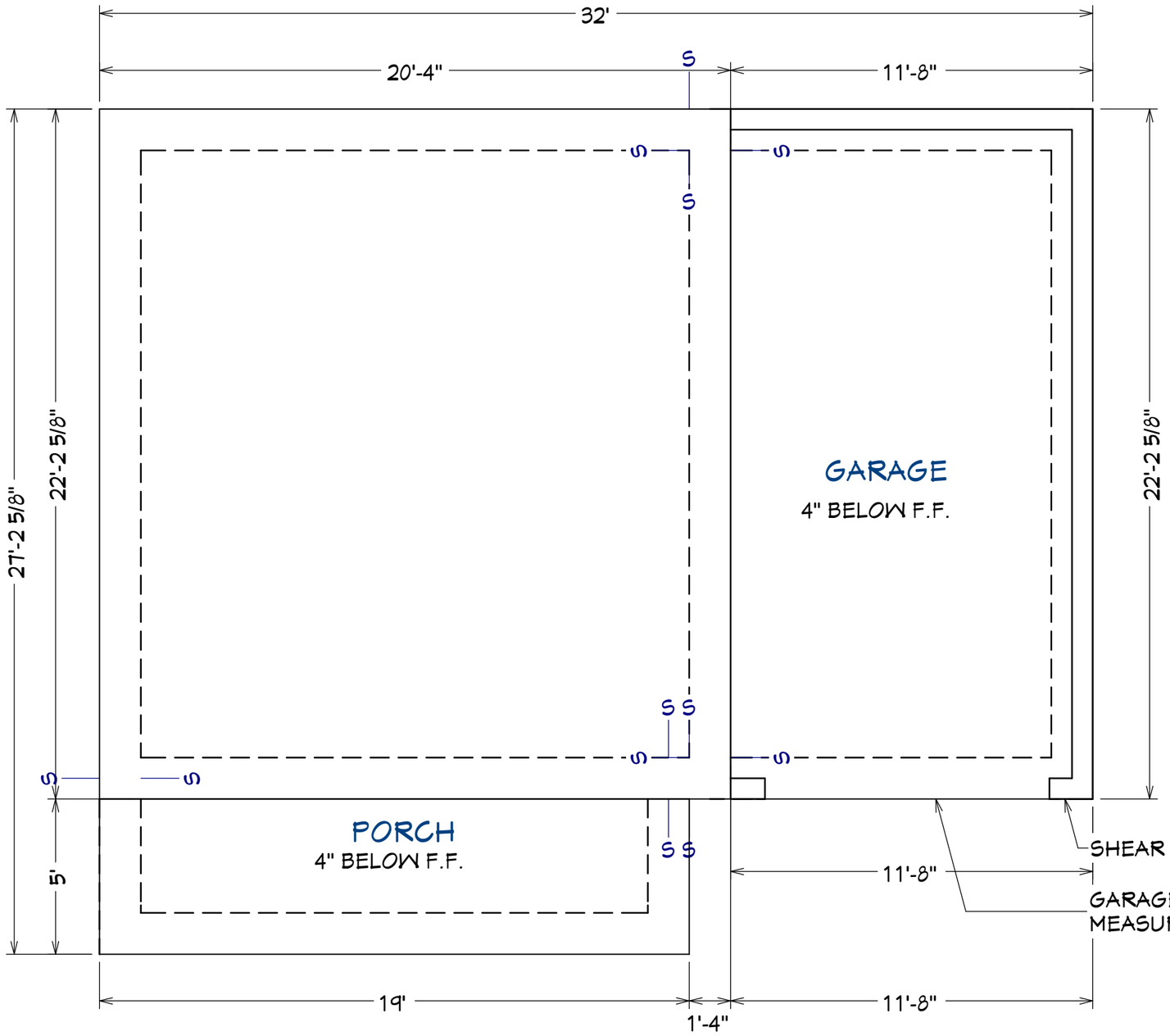
SHEET TITLE:
SIDE ELEV.

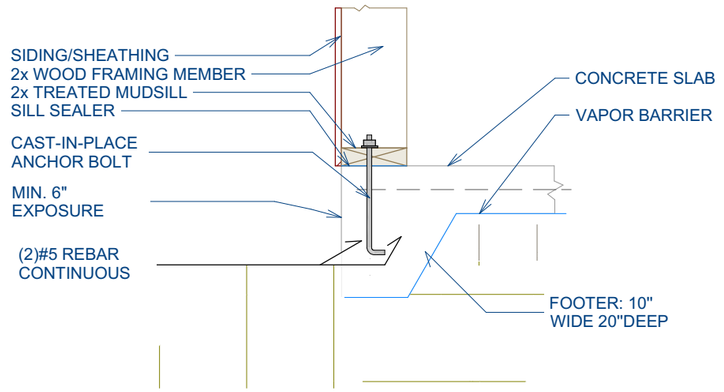
NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 2/14/2025

PG 4





Monolithic Slab Detail

NOTE:
PROVIDE CONTROL JOINTS

NOTE:
DIMENSIONS ARE TO FRAME WALL

NOTE:
BOLTS TO BE NO FURTHER THAN 18" O.C.
OR 12" AWAY FROM SILL PLATE ENDS

DRAWN BY:
Andrew M. Woods
awoods@nextchapterconstruction.us

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PROJECT DESCRIPTION: DM Maple Layout

SHEET TITLE: FOUNDATION PLAN

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 2/14/2025

PG 5





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PROJECT DESCRIPTION: DM Maple Layout

SHEET TITLE: ISO VIEWS

NO.	DESCRIPTION	BY	DATE

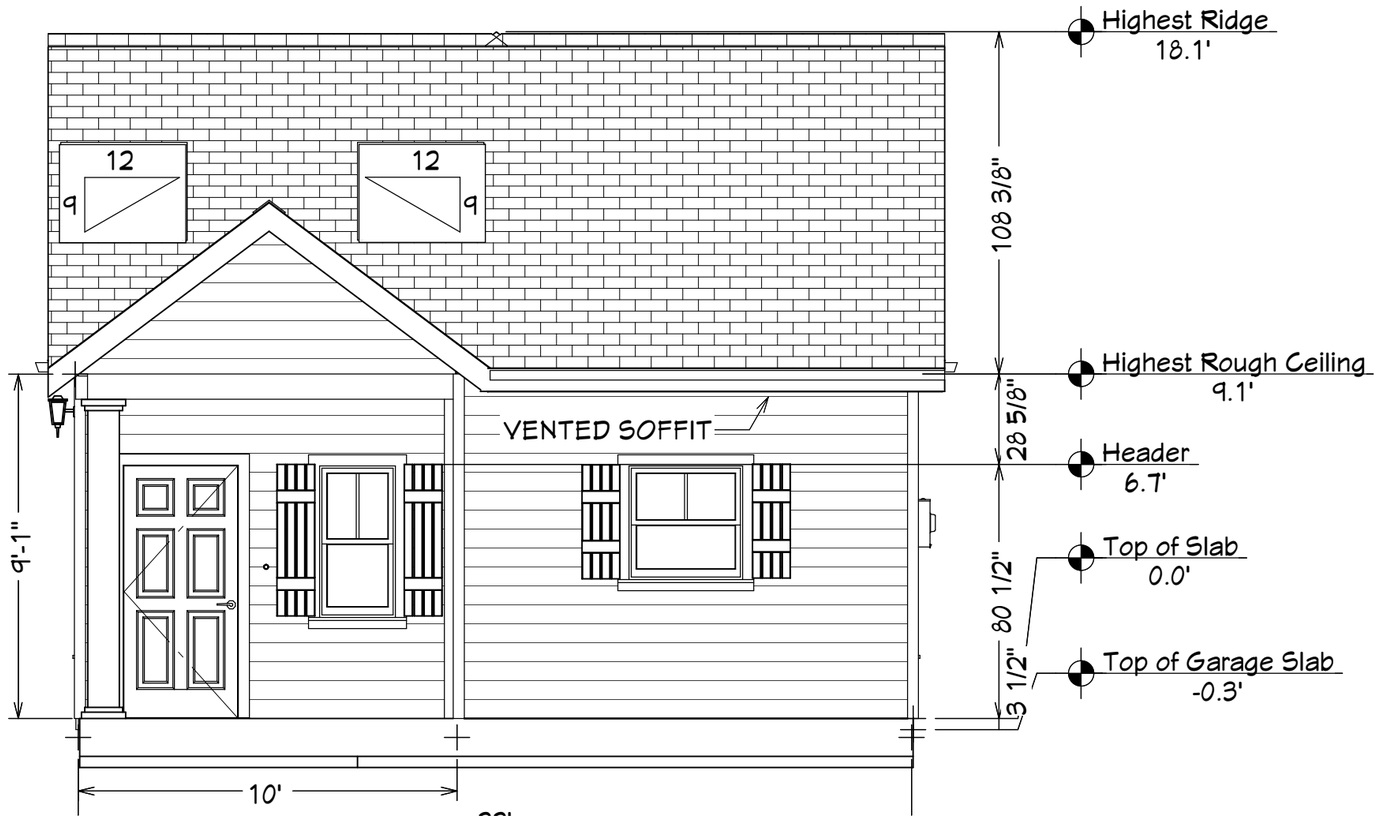
SCALE: NO SCALE

DATE: 2/14/2025

PG 15



FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'



SIDE ELEV
1/8" =1'

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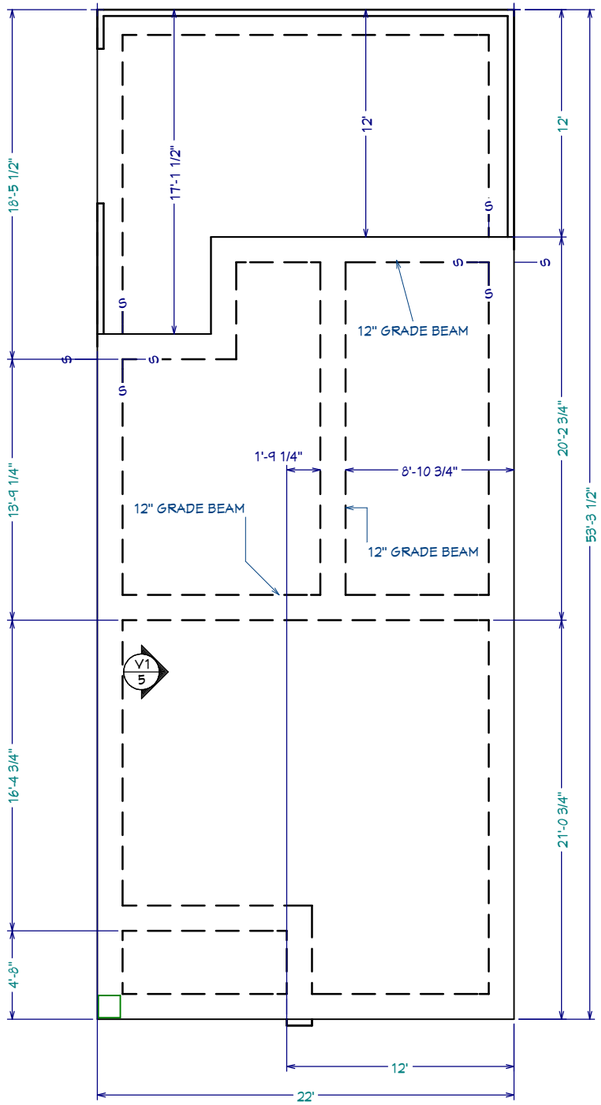
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

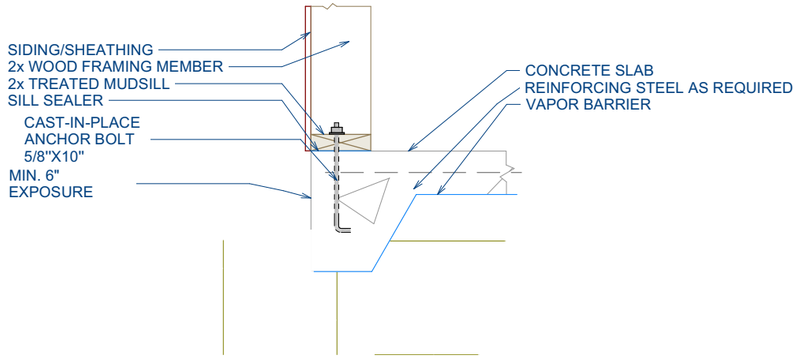
PG 1



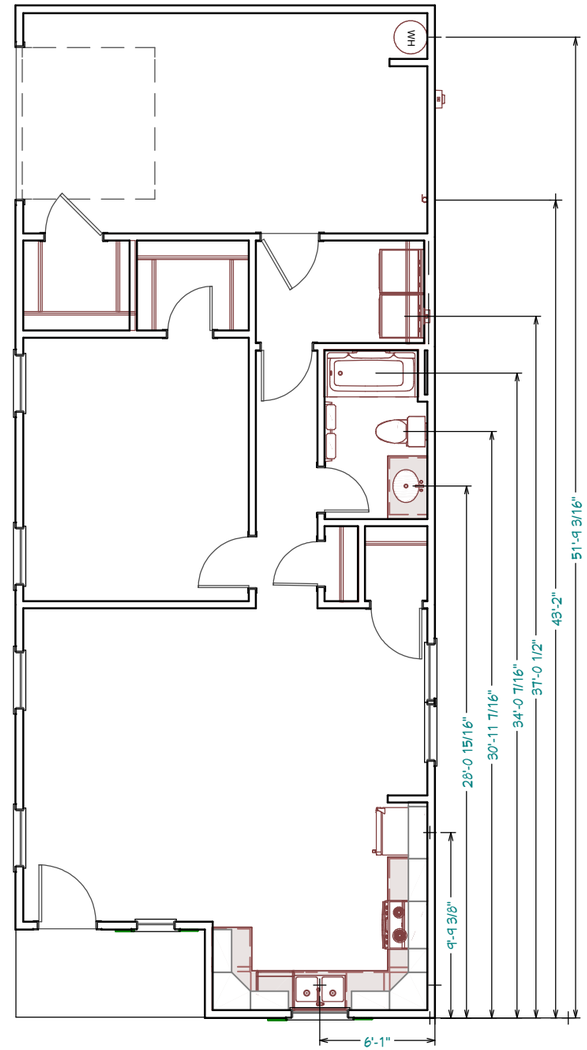
FOUNDATION LAYOUT

GARAGE CURB MUST MEASURE 8'-3''

ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 839 SQFT
GARAGE - 247 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,172 SQFT
TOTAL FRAMING - 1,172 SQFT



Monolithic Slab Detail



PLUMBING LAYOUT

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PROJECT DESCRIPTION: KC CHERRY

SHEET TITLE: SLAB/PLUMBING

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 1/7/2025

PG 2





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PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

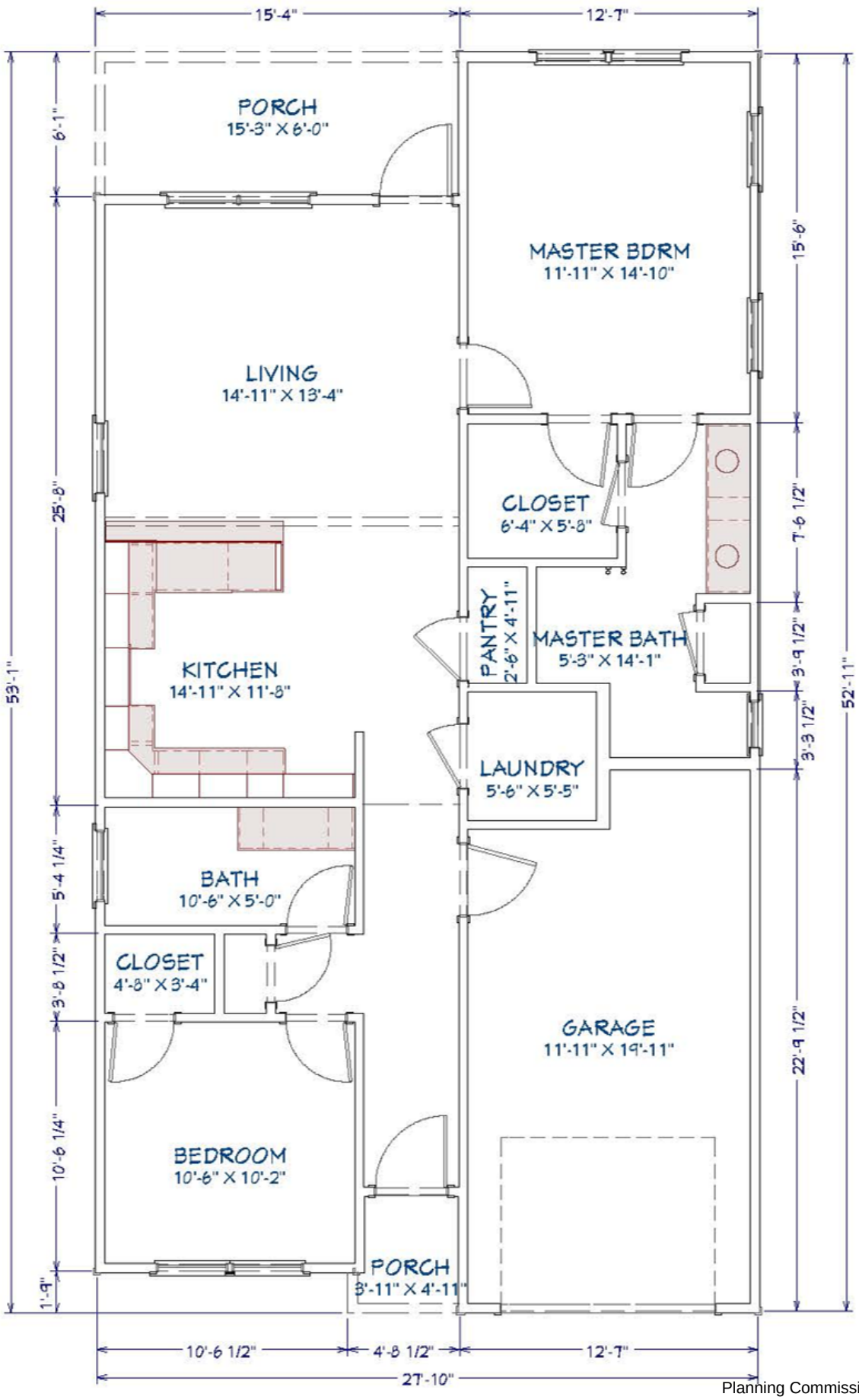
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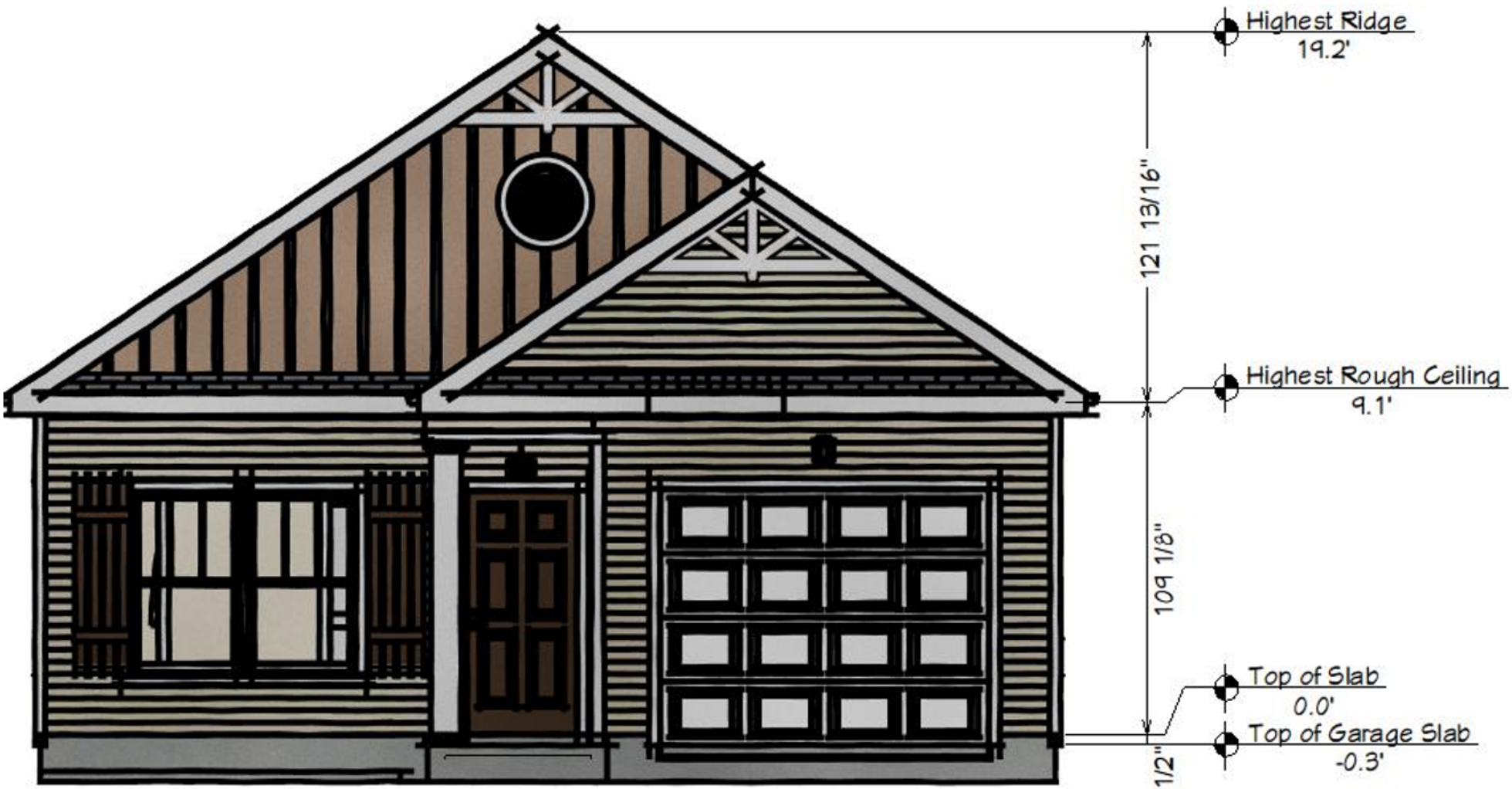
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN



DEARBORN FRONT ELEVATION

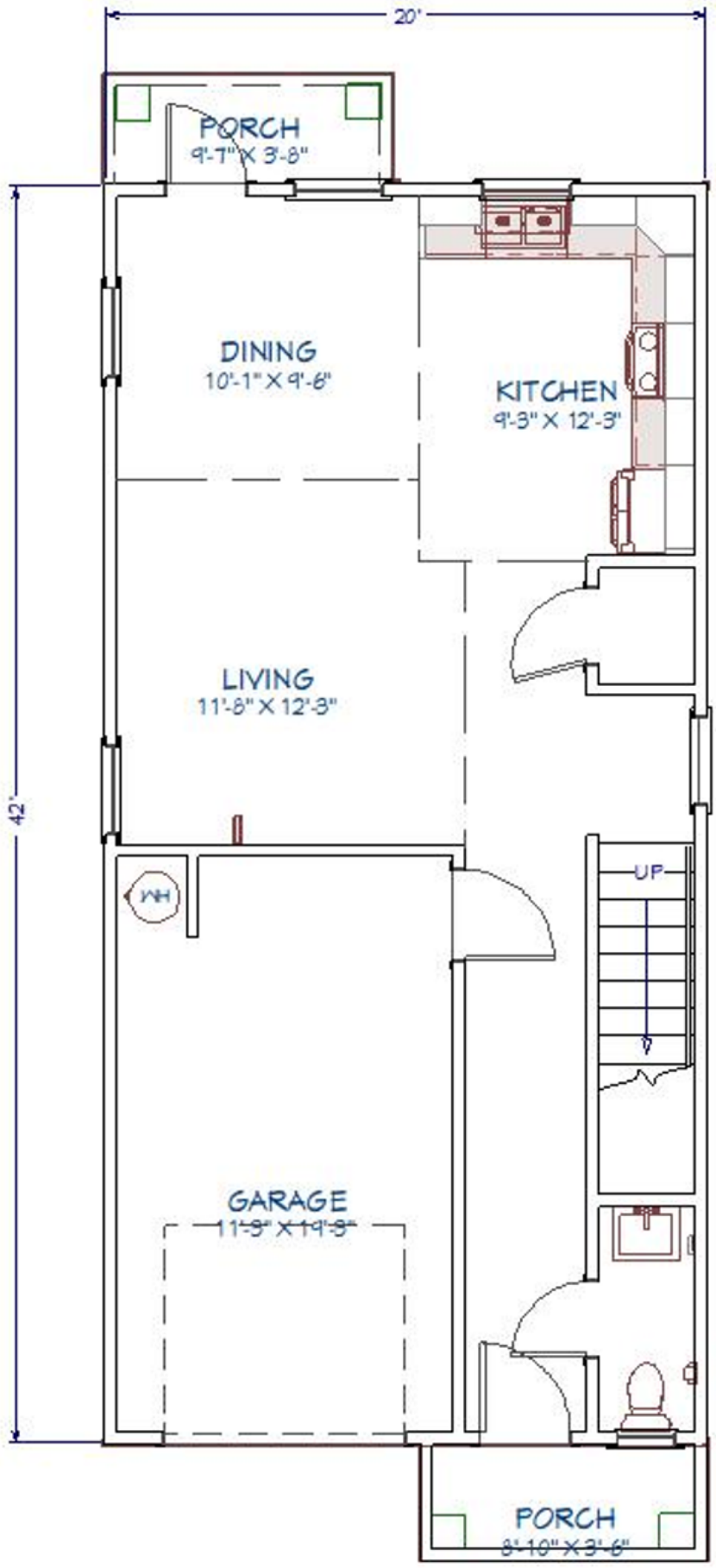


DEARBORN RENDERING

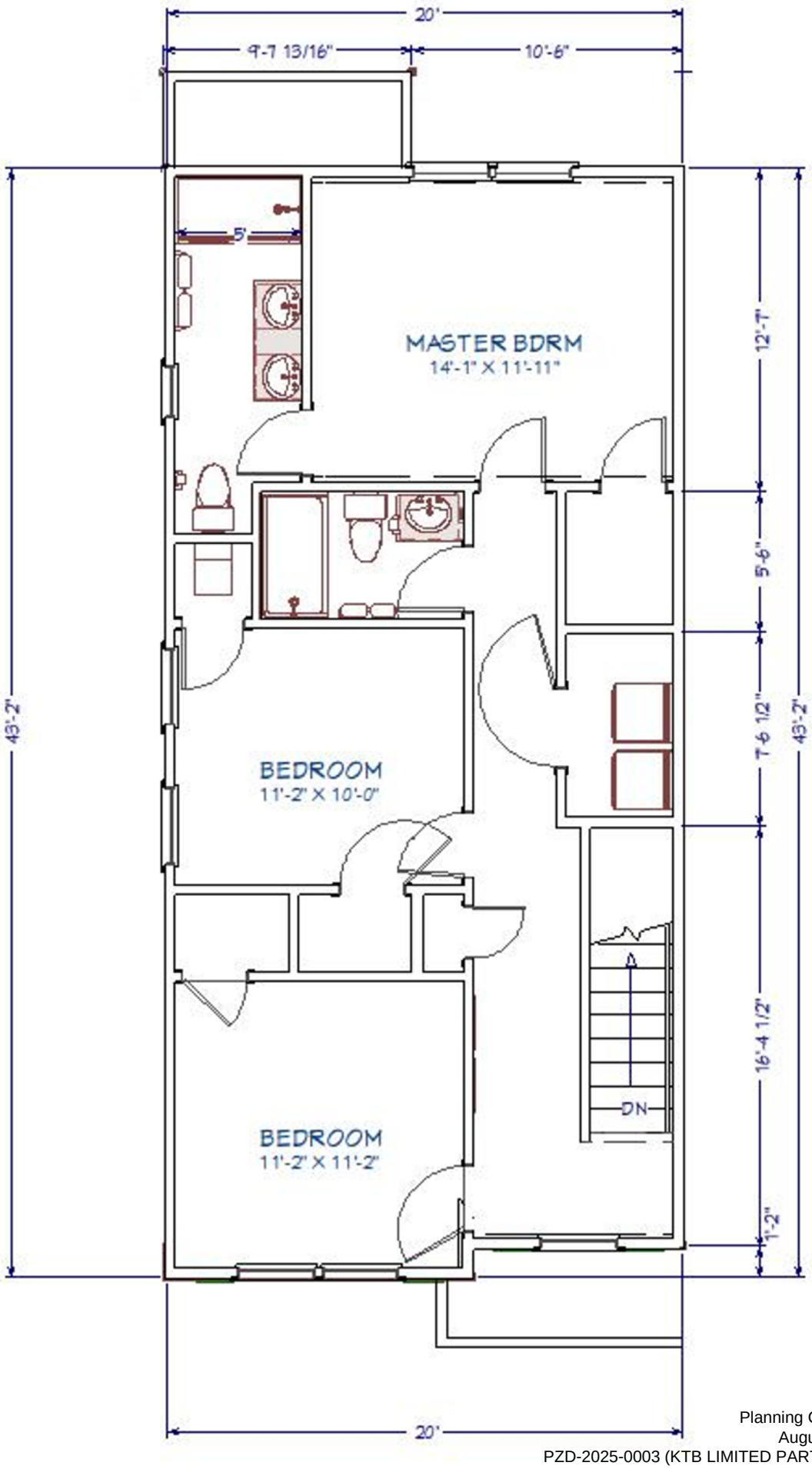




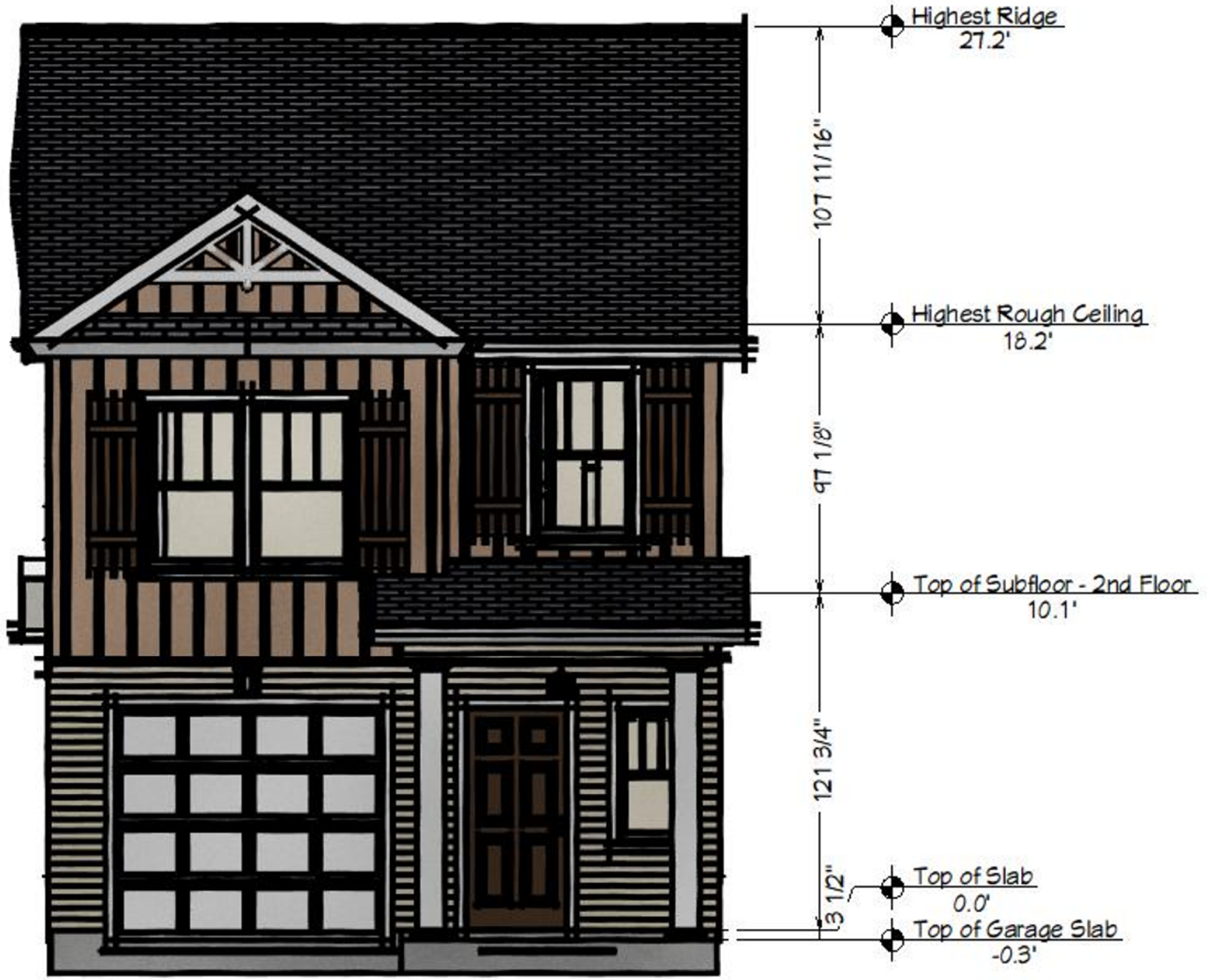
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

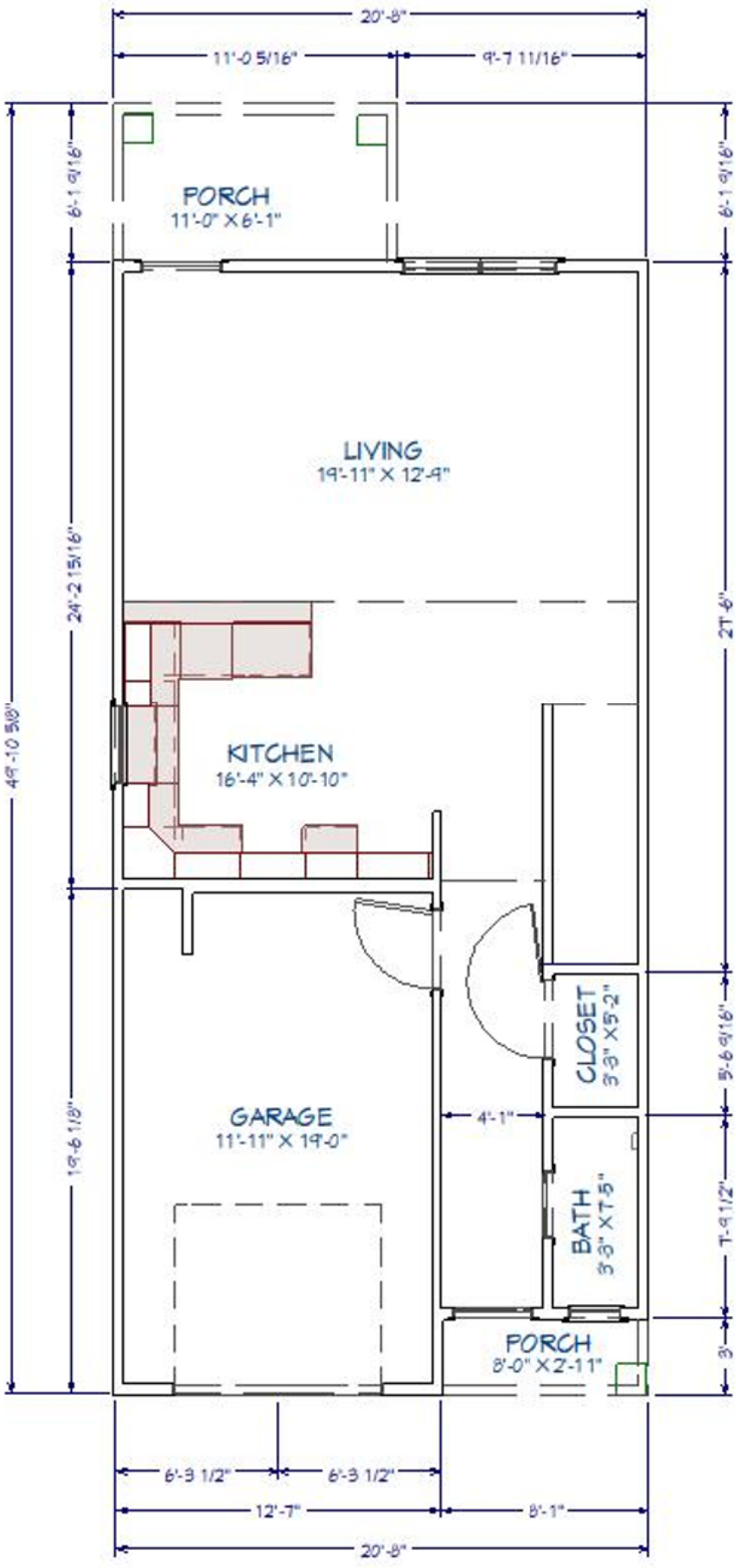


HAMILTON RENDERINGS

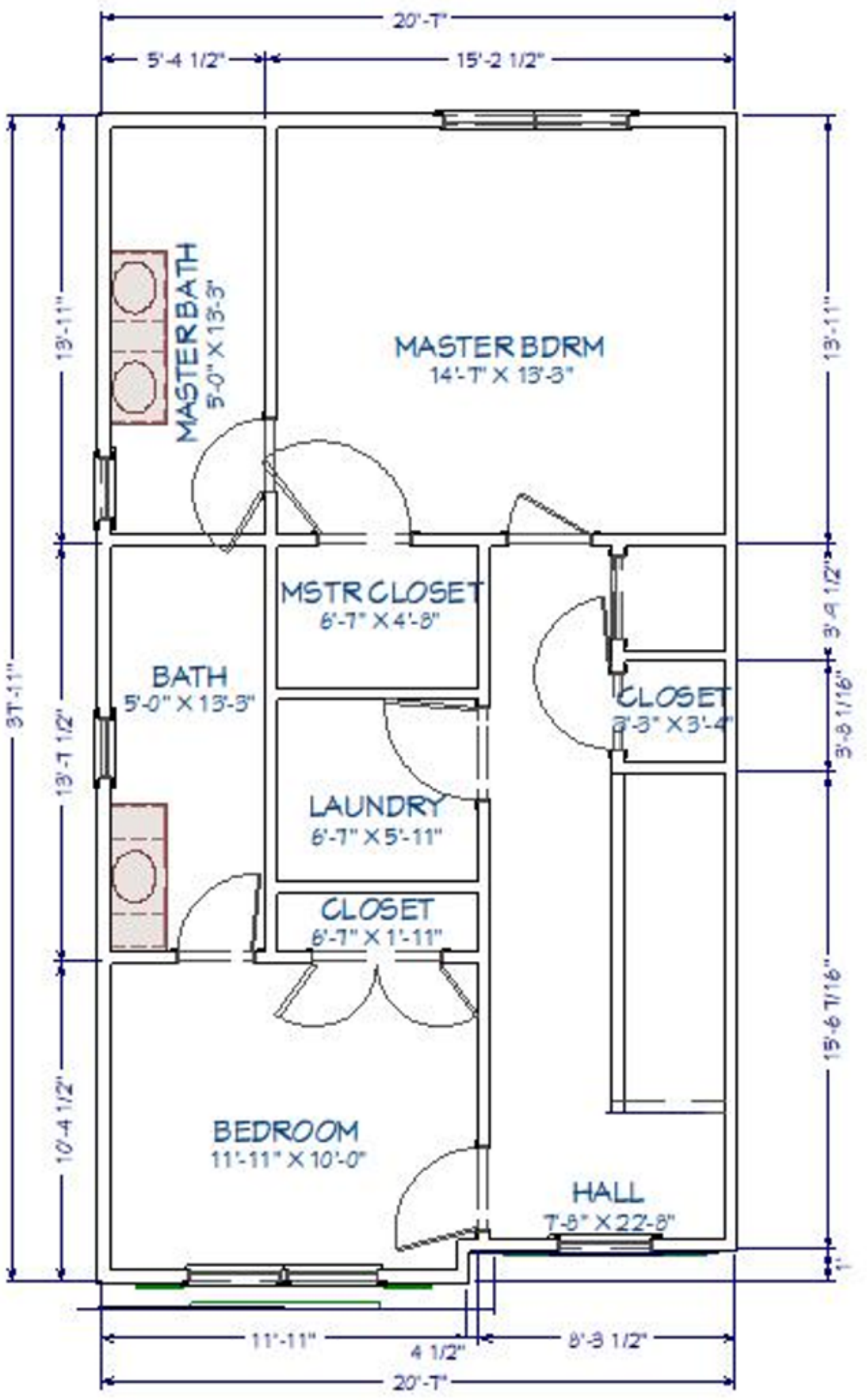




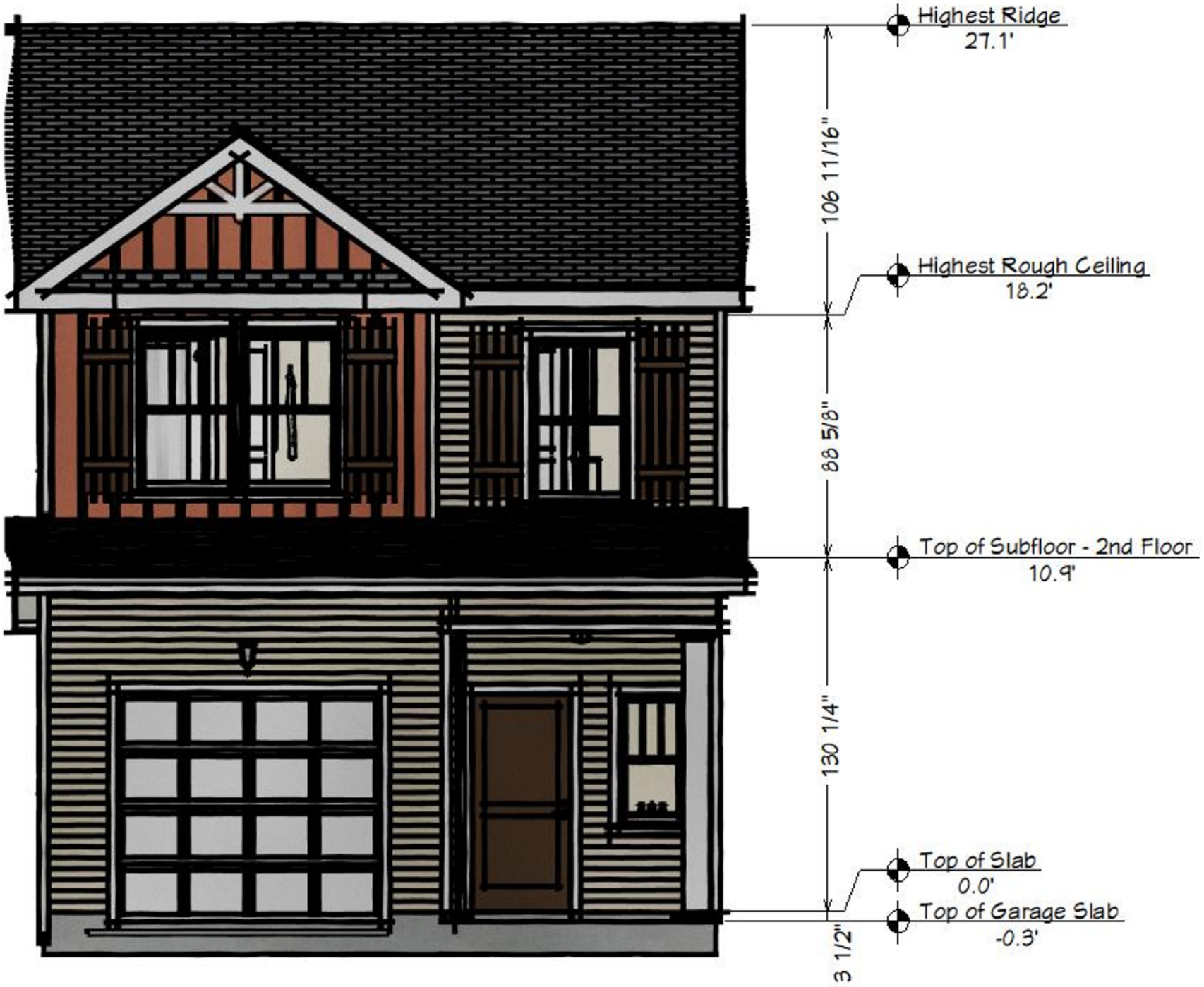
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)



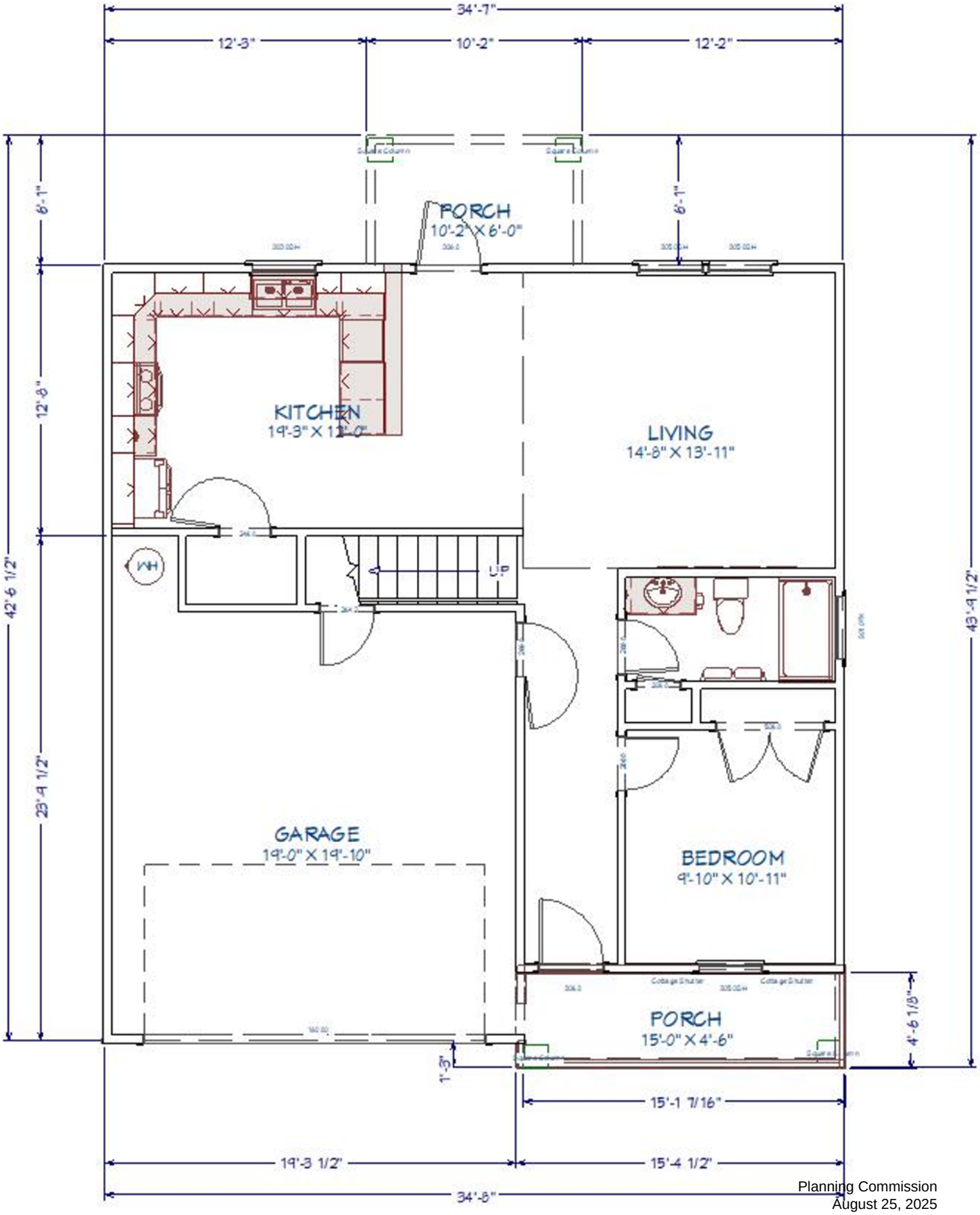
JENNINGS FRONT ELEVATION



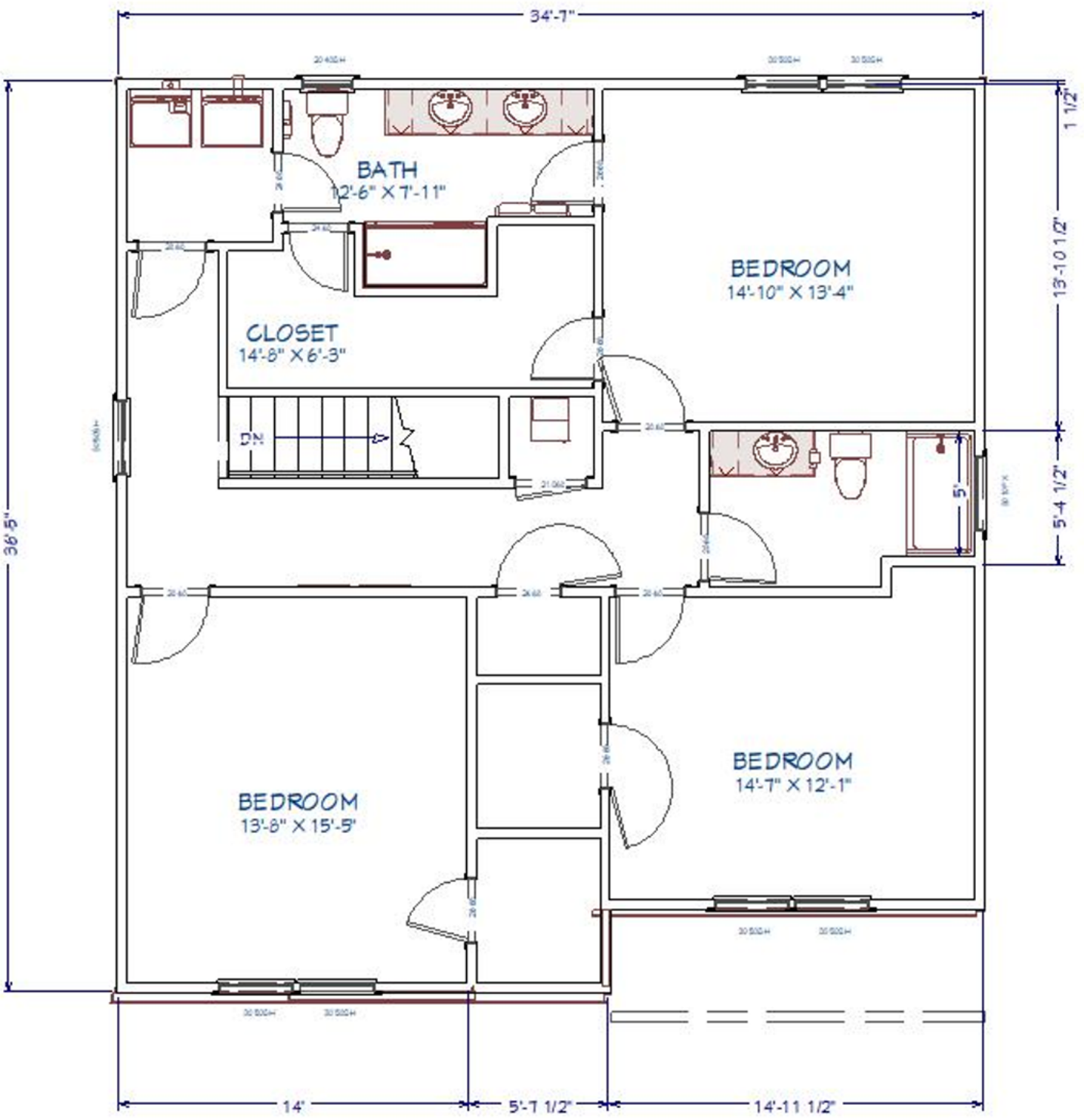
JENNINGS RENDERING



SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

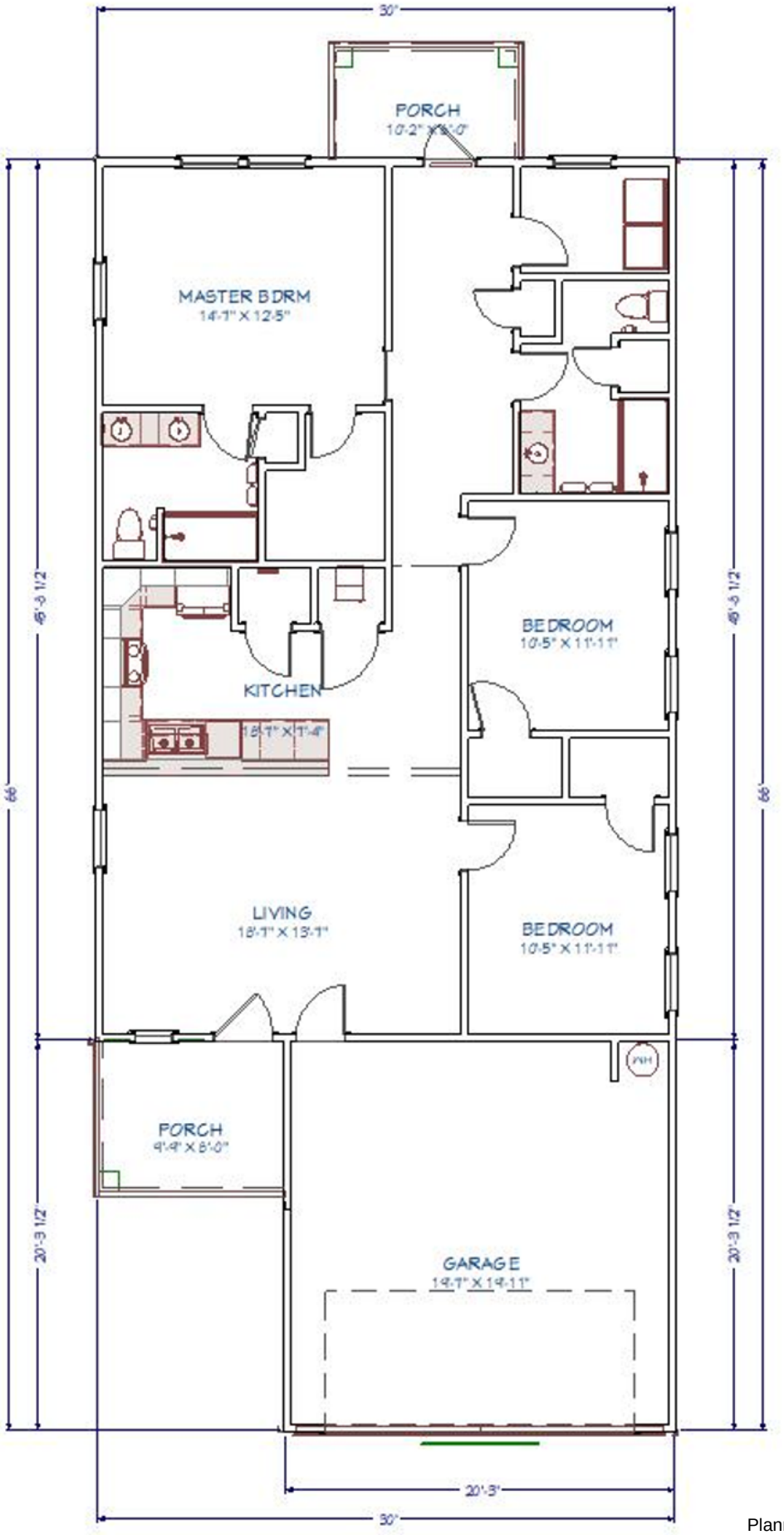


SPENCER RENDERINGS





Warren FLOOR PLAN



WARREN FRONT ELEVATION



WARREN RENDERING



EXHIBIT E
EXAMPLE MONUMENT SIGN

OPTION FOUR
NON ILLUMINATED
DOUBLE SIDED STRUCTURE
SCALE 1/2”=1’

CLIENT TO RUN ELECTRICAL CONDUIT TO MONUMENT SITE

EXHIBIT C - EXAMPLE MONUMENT SIGN

painted/print aluminum panel

routed 1/16” down,

routed 1/16” down,

9' x 5' = 45 square feet display

132”
108”
105”
96”
8”
10”
7”
96”
60”
52”
3-4’

A NEXT CHAPTER
DUPONT
MEADOWS
NEIGHBORHOOD

GRADE

posts go into concrete footer

4” Aluminum Post Structure, Painted

Aluminum Panels with routed details digitally printed wood grain and “a next chapter...”

1/2”thk FCO Dupont Meadows

Panels mounted to 4” vertical supports

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www.vicinitysignstudio.com

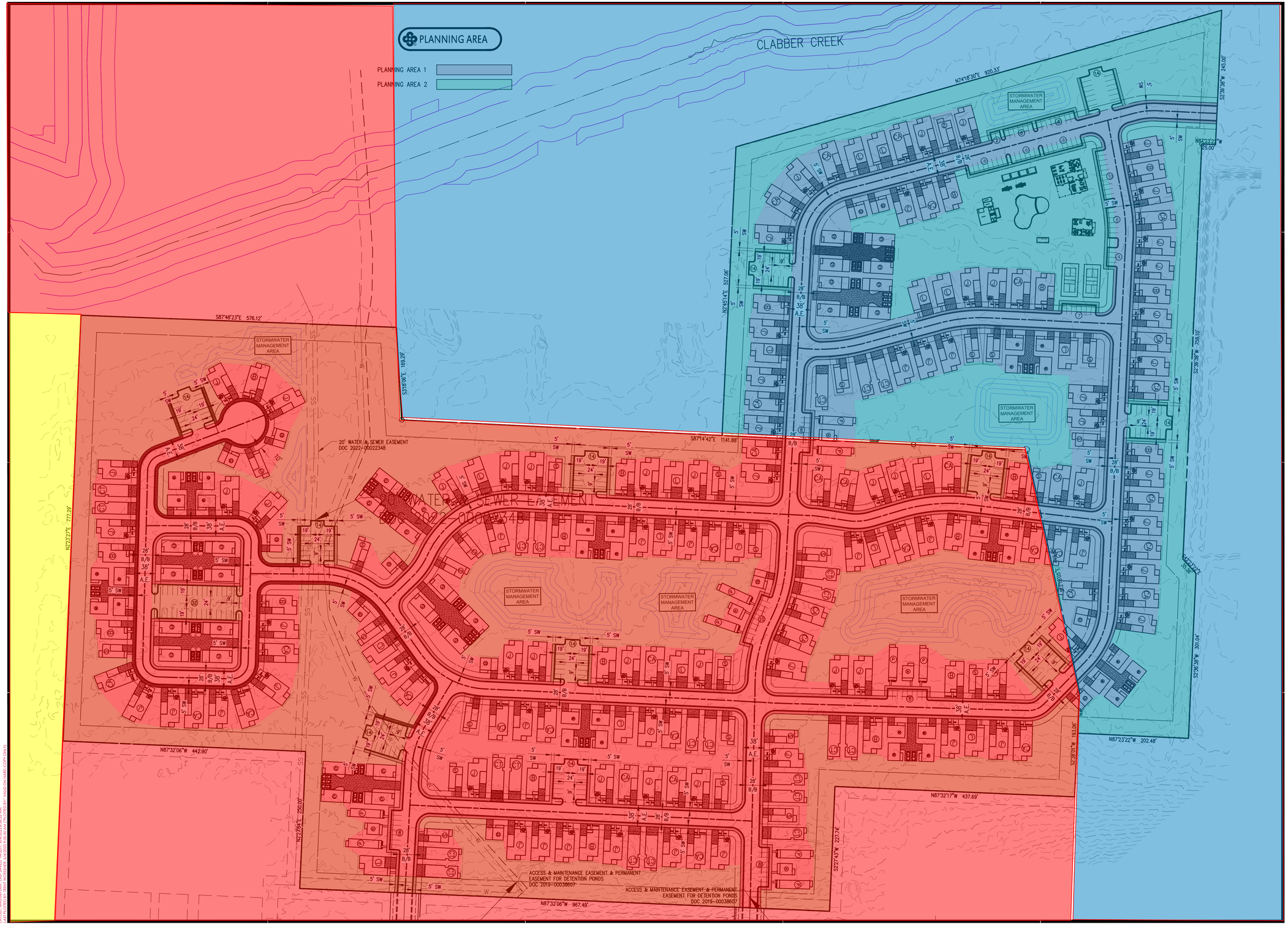
Vicinity SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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Approval: ☐ APPROVED ☐ APPROVED AS NOTED ☐ NOT APPROVED - REVISE AS NOTED

SIGNATURE DATE



300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

- Existing CPZD Zoning
- Existing RSF-1 Zoning
- Existing RSF-4 Zoning

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ...

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EXHIBIT C MASTERPLAN

2 OF 2

DRAWING: \\EIGHTFORMS.COM\LES\2530\700_NEXTCHAPTER_UNDERWOOD\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: MASTER PLAN - 24X36 ARCH D | XREF: 442023A.DWG, 442023A-PROJECTED.DWG | BY: YVALD ON HARD COPY ONLY
PLOTTED: 06/05/2025 - 4:42:23 PM | PLOTTED BY: YVALD ON HARD COPY ONLY

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING: August 25, 2025 Updated with results

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285):** Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:
Staff recommends forwarding **PZD-2025-0003** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **PZD-2025-0003** to City Council with a recommendation of approval."*

AUGUST 11, 2025 PC HEARING:
At the previous Planning Commission meeting, the item was tabled so the applicant could provide proposed easement language to City staff in lieu of dedicating public right-of-way. Staff and the City Attorney's office have reviewed the document, and have identified concerns with the complexity of enforcement, ownership, maintenance, and typical standards in the long run, so are not supportive of the proposed instrument.

BACKGROUND:
The subject area is located in northwest Fayetteville, approximately mid-way between N. Salem and N. Deane Solomon Roads, and due north of the Crystal Springs, Phase IV subdivision. A portion of the property was rezoned to a Planned Zoning District in 2020 with the acquisition of land that was donated for Underwood Park. Residential Link connection of Fayetteville's Master Street Plan enters the property from the south before angling eastward for future connectivity with Deane Solomon. An associated master street plan modification is also being considered with this request. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential; Undeveloped/Former Golf Course	RSF-4, Residential Single-Family, Four Units per Acre; PZD, Planned Zoning District
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Undeveloped	RSF-1, Residential Single-Family, One Units per Acre
East	Undeveloped/Former Golf Course	PZD, Planned Zoning District

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

- **Planning Area #1 (Residential Single-Family) – 26.84 acres:** This area will be developed with residential single-family homes at a maximum density of 5.61 units per acre.
- **Planning Area #2 (Open Space and Amenities) – 22.36 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

Public Comment: Staff has received one comment about impacts to traffic along Deane Solomon, but not necessarily in opposition to the overall request. Staff received another inquiry about the development with concerns about how the development may impact the woods to the north of the Crystal Springs subdivision.

INFRASTRUCTURE:

Streets: The PZD shows connecting North Carnelian Lane and North Raven Lane through the site with a private street. This connection is shown to be 28-foot-wide back-of-curb to back-of-curb with 6-foot greenspace and 6-foot concrete sidewalk, in accordance with the City's Residential Link Master Street Plan. Review of the proposed streets for conformance with the City's Minimum Street Standards will be performed with development entitlement.

The applicant is proposing making all streets in the development private. Staff notes that private streets have historically been problematic in other parts of the city. There are many examples of private streets that are currently in poor shape due to lack of maintenance provided by an HOA or, even worse, in an area without any HOA. Salem Village and Stanwyk Drive are examples of these situations. This proposal is slightly different since they are not proposing to subdivide the property, however the applicant should be aware of the long-term cost to maintain this infrastructure.

The Master Street Plan shows a planned Residential Link going through the proposed site. The applicant will need to amend the Master Street Plan to address this change. However, a proposed private street in the development follows the Master Street Plan intent very closely. Based on this, and the concern about private streets, Engineering Staff would recommend maintaining the Master Street Plan connection through the site as a public street.

Water: There is an existing 8-inch water main running through the center of the property in north-south direction. In addition, there are two existing 8-inch water main connections on the south side of the subject property along North Carnelian Lane and North Raven Lane. The existing mains mentioned are available to service the development. The applicant is proposing an 8-inch water main to be extended through the site to provide domestic and fire service to the property. Further review and analysis will be done with an application for development.

Sewer: There is an existing 10-inch sewer main that runs north-south along the west side of the proposed development. The applicant is proposing an 8-inch sewer main extension throughout the site to provide service to the proposed units. The applicant must engage RJN, the contract engineer for the City's sewer model, to determine the existing downstream capacity of the sewer system and any necessary improvements that would be required for a specific development.

Drainage: Development on this site must meet the four Minimum Standards of Fayetteville's Drainage Criteria Manual for water quality, channel protection, overbank flood protection, and extreme flood protection. Review for conformance with these standards will be done with a development application.

Fire: Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 4.0 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 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. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. The Fayetteville Fire Marshals office will require all infrastructure for fire access and hydrants prior to any building being occupied by tenants. Projects with 30 or more buildings on one plot of land will trigger a minimum of two access points meeting code requirements.

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

Tree Preservation:

The proposed RPZD, Residential Planned Zoning District and the current zoning district, RSF-4, Residential Single-Family, Four Units per Acre, 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 **2-6** for this site with a weighted score of **6** at the highest level. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #8, 2266 W. Deane Street)
- Near Sewer Main (10-inch along west side of site)
- Near Water Main (8-inch along west side of site
- Near Public School (Holcomb Elementary)
- Near City Park (Underwood Park)
- Near Paved Trail (Clabber Creek Trail)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.**

Land Use Plan Analysis: **Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.**

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

Finding: **While the proposed PZD aligns with several goals of City Plan 2040, its necessity is at the request of the developer. Without a unique zoning consideration, this development type would not be possible due to lot width and area requirements of the RSF-4 zoning district. Staff finds that the applicant's proposal is unique, and offers another opportunity for housing and is in line with the City's long-term land use plans for the area.**

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

Finding: **The PZD has the potential to increase traffic, though staff finds that when the neighborhood develops, the surrounding infrastructure can likely support it.**

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 PZD has the potential to alter the population density but is not likely to do so in a way that undesirably increases the load on 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

§ 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 that the proposed PZD meets several of the factors above, including flexibility by incorporating a new housing model, compatibility with the size and scale of the housing type and density being proposed, and harmony by preserving portions of the site as natural buffers. The proposal also sets aside more open space than would typically be required with a

traditional residential subdivision. While the developer intends to maintain and continue to hold the development in perpetuity, staff finds that providing one main public street through the development with public tie-ins to the subdivision to the south allows the City to maintain control of the public right-of-way and ensure consistent maintenance for the long-term future.

RECOMMENDATION: Staff recommends approval of **PZD-2025-0003**. Should the Planning Commission choose to forward it to the City Council, staff recommends the following conditions:

Conditions of Approval:

1. Proposed street tie-ins to the Crystal Springs subdivision, and one continuous connection to the development to the northeast must be dedicated as public right-of-way and built to City minimum street standards. Any variances to street classification will be evaluated with the large-scale development.

2. Parkland dedication must be reviewed by PRAB with the associated development;

3. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	☒ **Forwarded** with a recommendation of approval, with all conditions as recommended by staff.	❒ **Tabled**	❒ **Denied**
Meeting Date: August 11, 2025			
Motion: Garlock			
Second: Werner			
Vote: 6-0-1 (Cabe recused)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:
- Urban Forestry Memo
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- PZD Booklet
- Public Comment
- Public access easement document with mark-ups

CITY OF FAYETTEVILLE ARKANSAS

Urban Forestry Memo

TO: Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Bethany Douglas, Urban Forester

MEETING DATE: August 11, 2025

SUBJECT: **PZD-2025-0003: NEXT CHAPTER:** N. RAVEN LN - Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT. PP 285

RECOMMENDATION:
Urban Forestry Staff recommends conditional approval of PZD-2025-0003. The PZD booklet states that Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations requirements will be met. The required minimum existing tree canopy coverage is 25% for PZDs, and the applicant states that estimated canopy cover on-site is currently 10.4%. Existing trees within Planning Area 1 will be removed and mitigated, whereas tree preservation will be prioritized in Planning Area 2. The applicant notes that the owner has given permission for mitigation trees to be planted offsite on the adjacent properties to the north and east if necessary.

The site abuts a dense grove of trees to the north on an adjacent CPZD property which the applicant intends to protect by providing a peripheral buffer in Planning Area 2. Additionally, the PZD booklet states that the riparian buffer in the northwest corner of the site will be preserved.

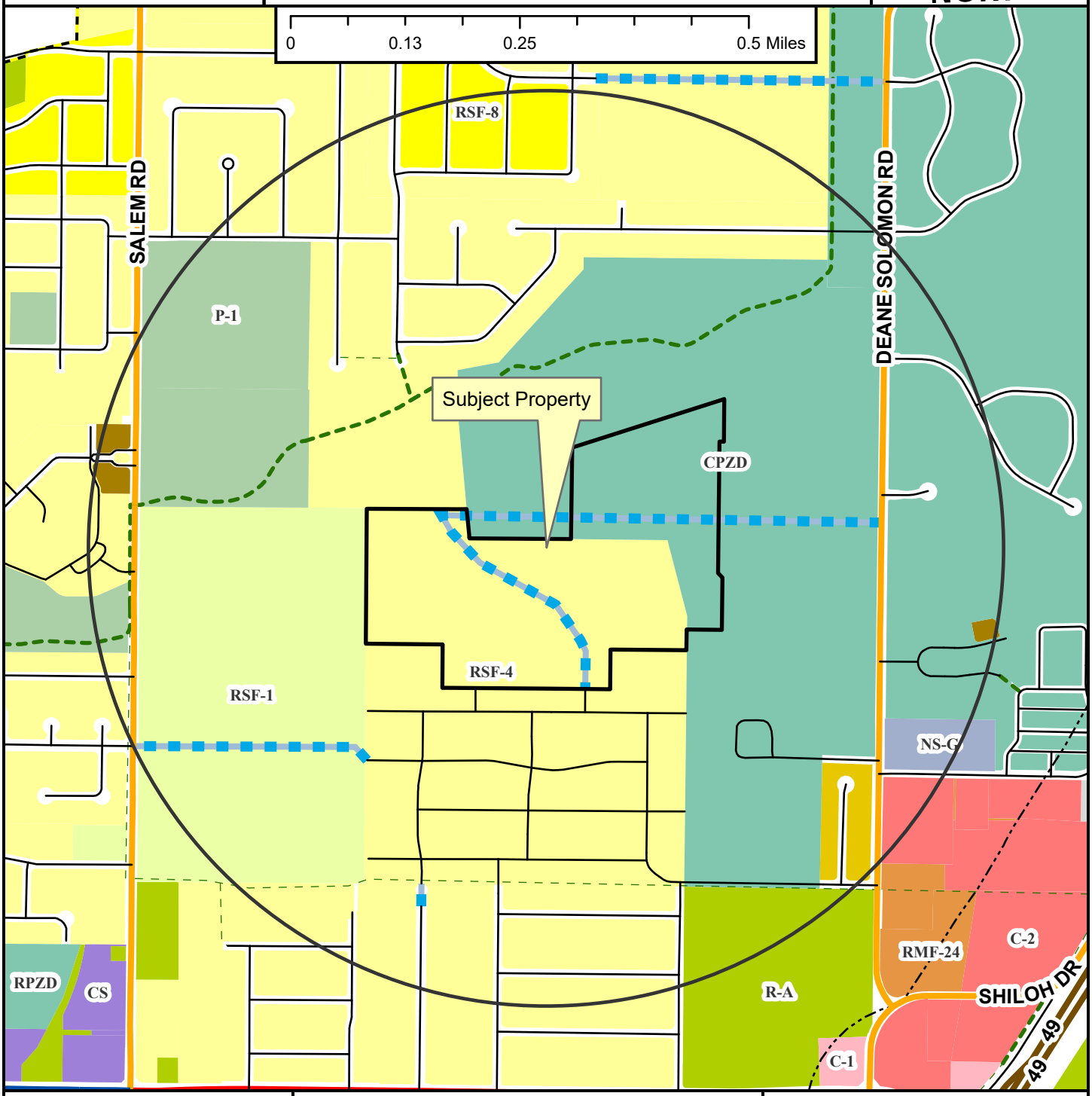
Urban forestry staff recommends that a buffer be provided adjacent to the tree preservation easement on parcel 765-16658-032, in addition to the other protections stated.

PZD-2025-0003

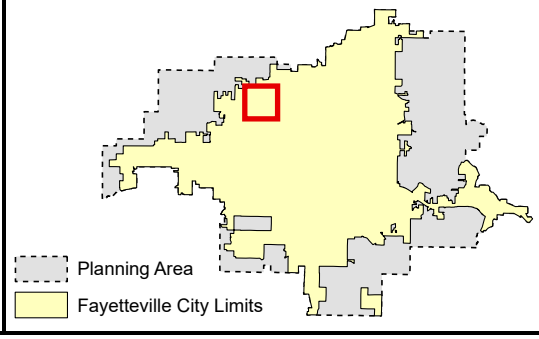
One Mile View

N. RAVEN LN

NORTH



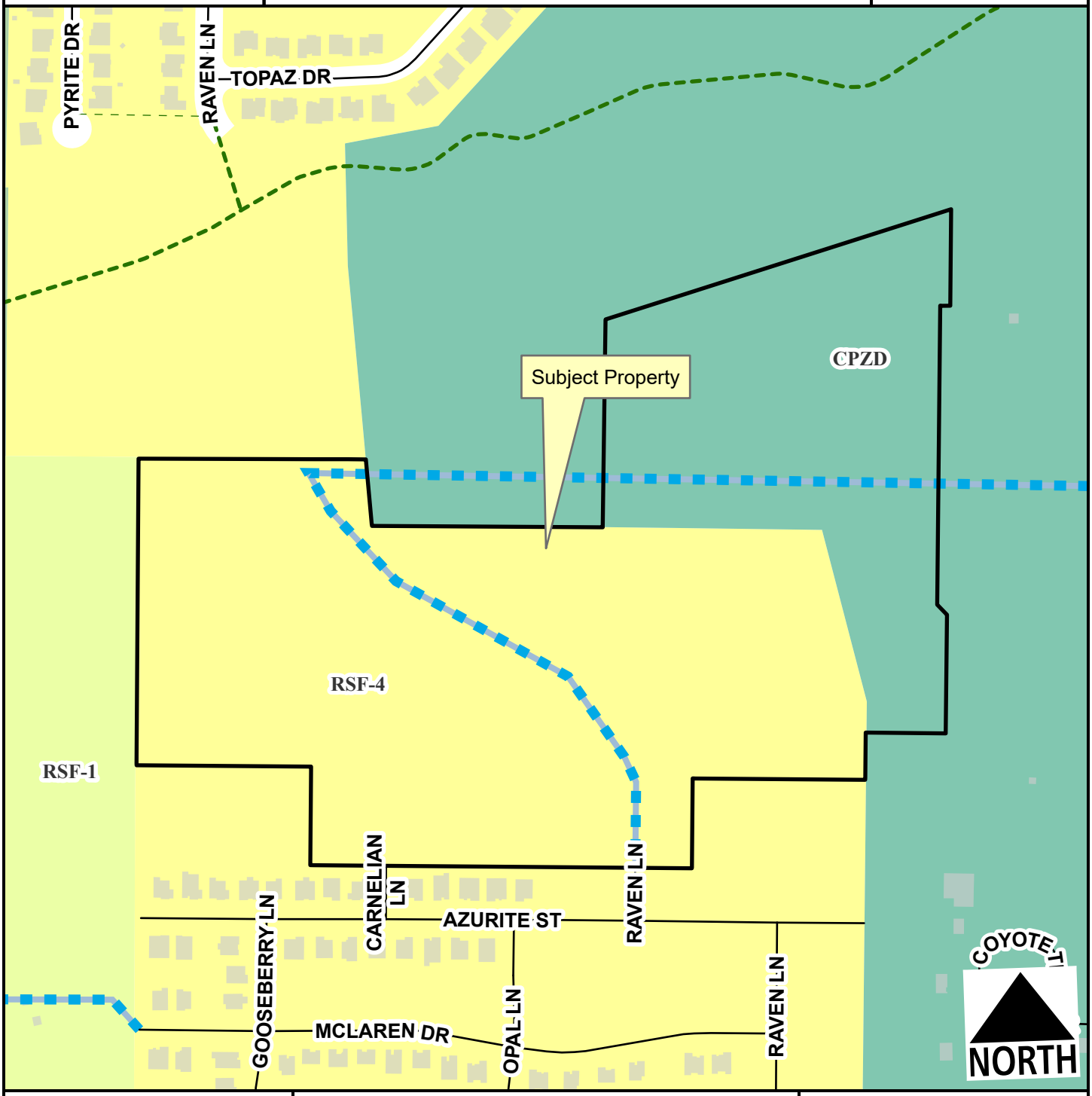
Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



PZD-2025-0003

Close Up View

N. RAVEN LN



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 135 270 540 810 1,080

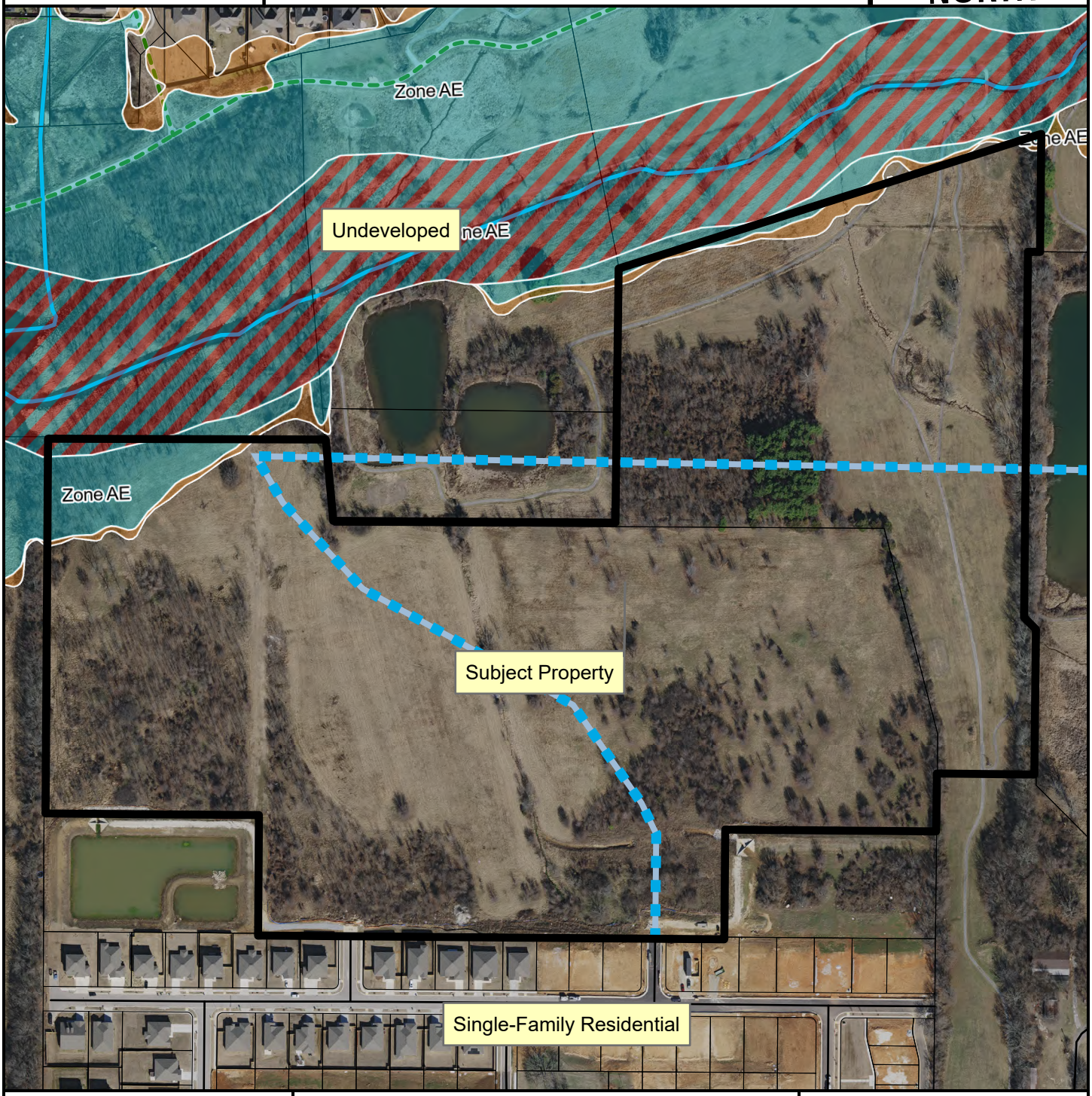
1:4,400

PZD-2025-0003

Current Land Use

N. RAVEN LN

NORTH



- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

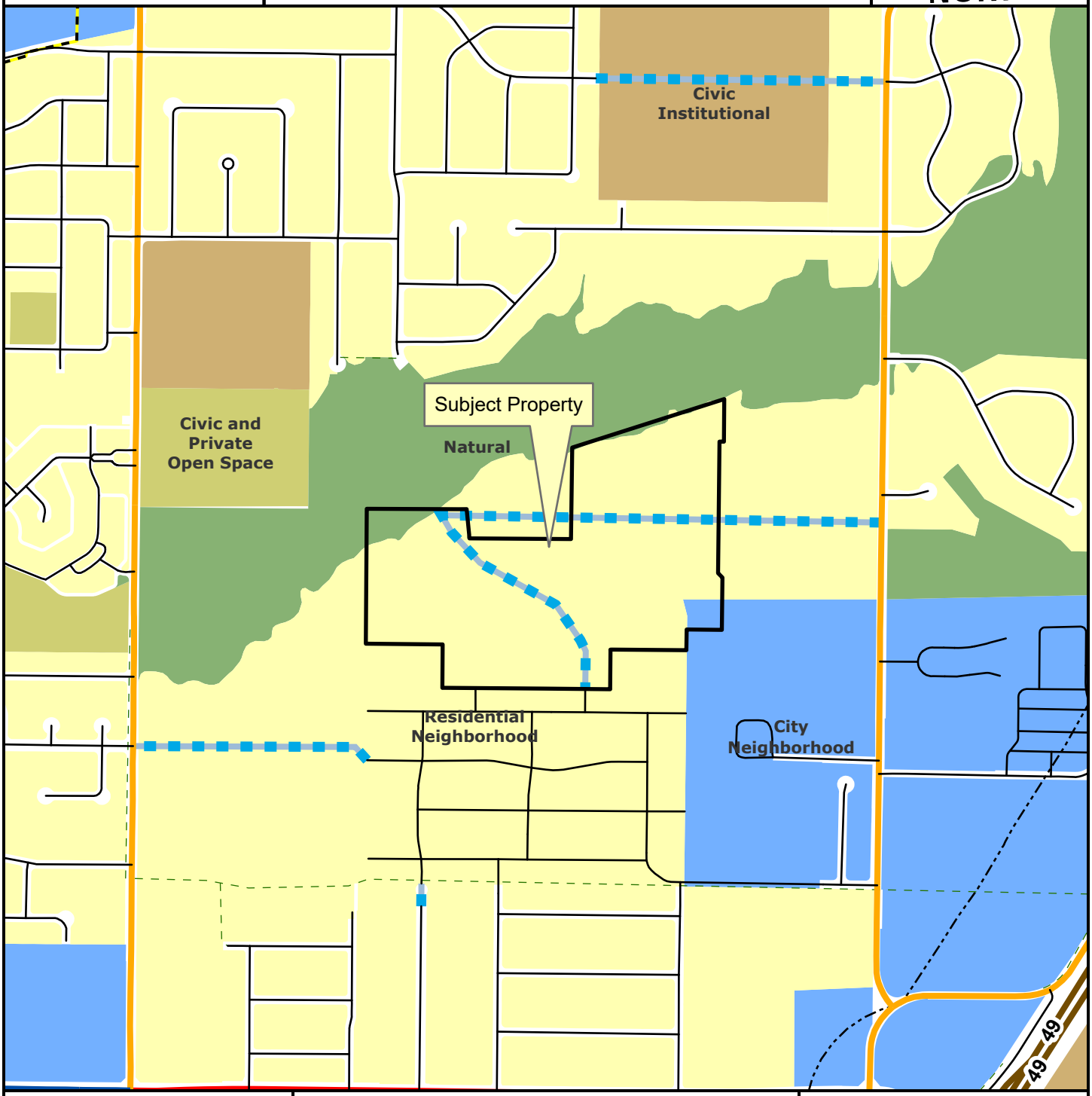
- 100-Year Floodplain
- Floodway

PZD-2025-0003

Future Land Use

N. RAVEN LN

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned 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

Crafton Tull
architecture | engineering | surveying

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June 4th, 2025

City of Fayetteville
Attn: Planning Department
113 West Mountain St
Fayetteville, AR 72701

Re: Next Chapter PZD

City of Fayetteville Planning Staff,

The purpose of this correspondence is to describe the scope, nature and intent of the above referenced project.

The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull

July 23, 2025

NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

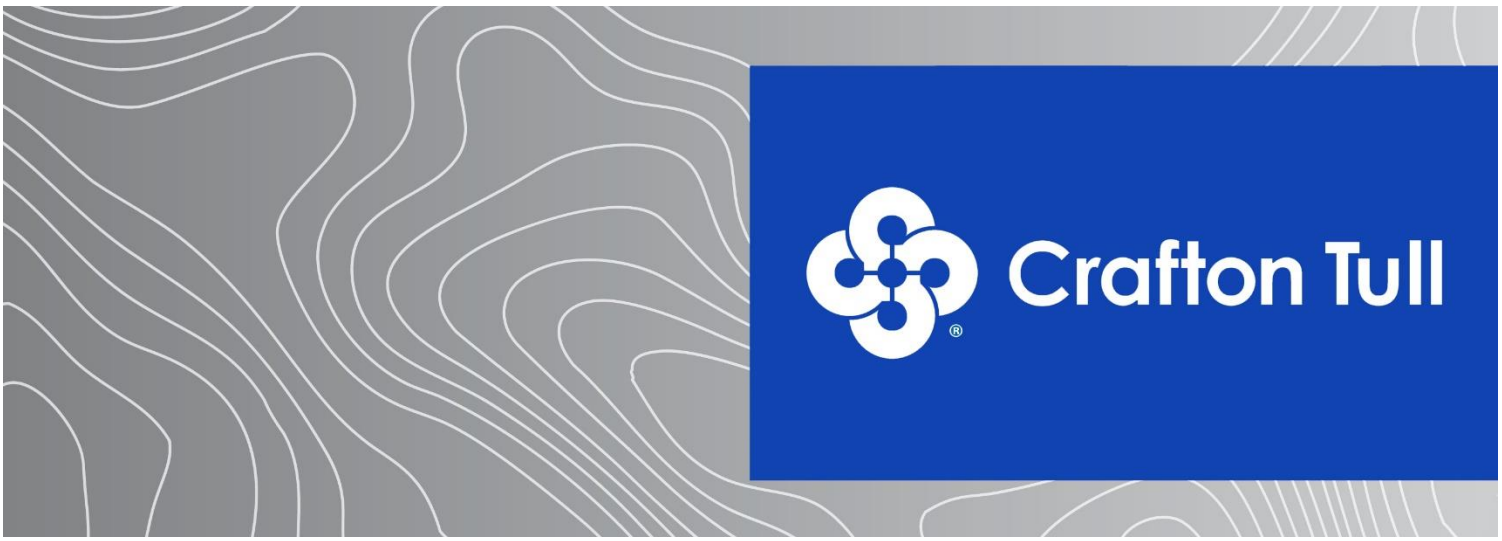
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

Developer Pursuing PZD:
Next Chapter Holdings, LLC
2500 Trade Center Dr
Evans, GA 30809

Existing Owner of PIN 765-16658-050:
UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST

Existing Owner of PIN 765-16658-022:
KTB LIMITED PARTNERSHIP

CT JOB NO. 25301700



Prepared by: Crafton Tull

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Exhibit A – Cover Sheet/Survey

Exhibit B – Zoning & Development Standards by Planning Area

Exhibit C – Master Plan, Aerial Overall Site Plan, & Modified Typical Residential Link Section

Exhibit D – Floor Plans, Elevation Views, & Isometric Views for all unit types

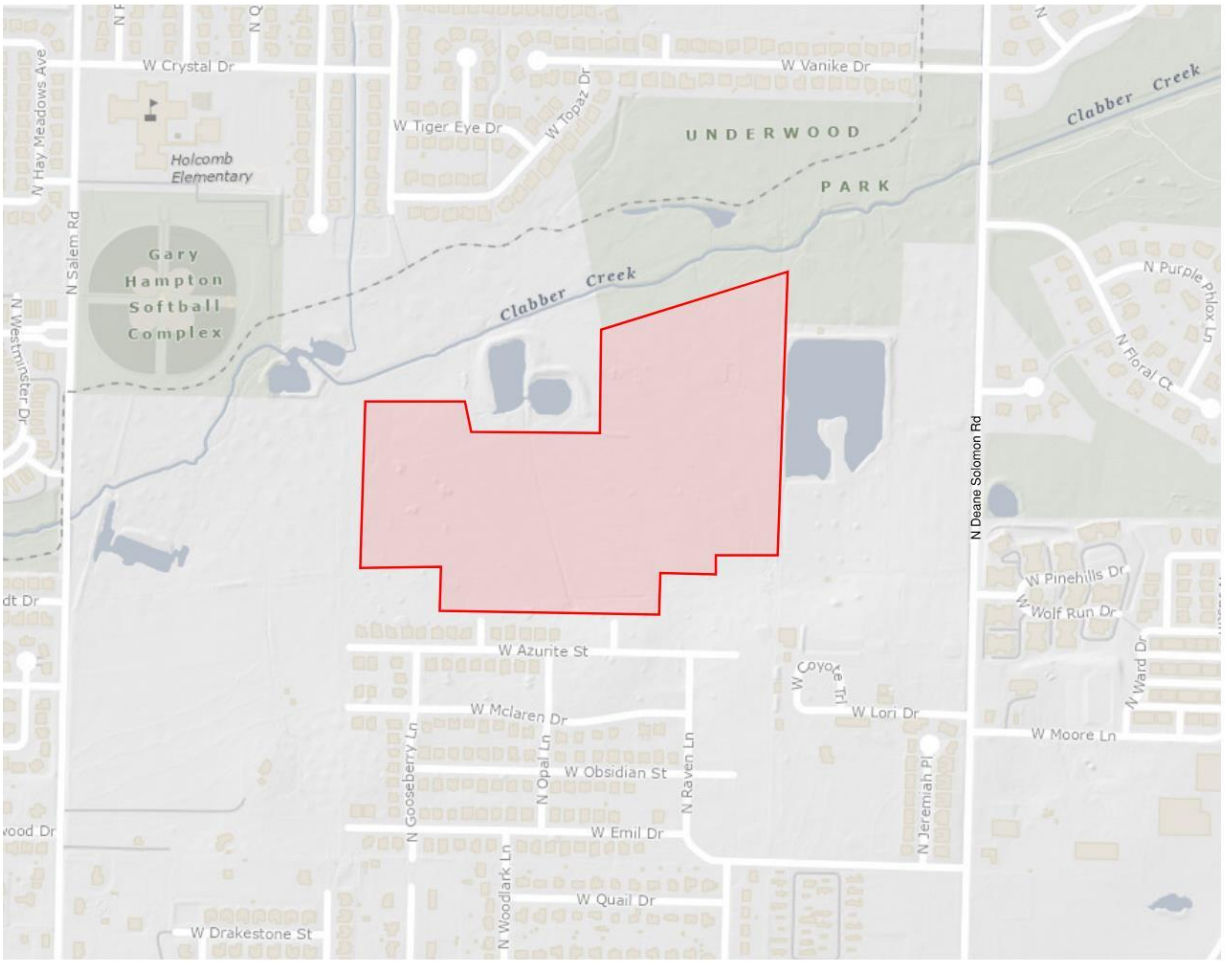
Exhibit E – Example Monument Sign

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A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with

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useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal streets that will all be publicly accessible via established public access easements. The site will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) and one neighborhood link street (N Deane Solomon Rd). All internal streets will be privately owned & maintained roads with 36' public access easements established over them, providing access to vehicles and pedestrians. The internal network of streets will be private and will generally conform to page 142 of the 2040 MSP Typical Residential Link section. Please see Exhibit C for the proposed modified residential link typical section.

If the internal network of streets were publicly dedicated residential links, then there would be a variety of challenges to accommodate Next Chapter's unique residential design product. The Next Chapter style, use, and model for distinct neighborhoods typically does not fit neatly into City of Fayetteville Unified Development Code or planning staff's traditional interpretation thereof. A Next Chapter Neighborhood was never intended to resemble or mimic a typical single-family, nor multi-family development. This is a new residential product type that has details and nuances that usually do not fit into one of these two traditional categories. One of the most critical design restrictions that would result from a publicly dedicated network of internal streets would be creation of internal right-of-way, or property lines. This would result in required front, side, and rear yard setbacks to be measured from the required dedicated right-of-way. The resulting spacing and design outcome would resemble a traditional for-sale single-family neighborhood. As previously stated, this design and layout does not fit the unique and relatively new residential product type model for a Next Chapter Neighborhood. Dedicating the required right-of-way for residential links would result in a variety of spacing and product challenges for a Next Chapter Neighborhood. The result of this would be a significant reduction in unit count, operational and ownership challenges, and a loss of intentional product aesthetic & design.

These are the primary reasons why Next Chapter is proposing these privately owned & maintained roads with public access easements granted over them. Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost and lifetime maintenance of the streets, while still keeping them accessible to public..

The primary benefit to the City of Fayetteville is that Next Chapter Holdings, LLC, will provide the intended connectivity for pedestrians and vehicles, and the City won't have to pay for any lifetime maintenance or initial construction costs. Fayetteville taxpayers do not pay for the construction or maintenance of the road, and yet they are still able to utilize and access the streets & sidewalks, free of charge. This is typically viewed as favorable by local jurisdictions as Next Chapter Holdings, LLC, is highly incentivized to ensure the roads are kept up to high standards. If a high-quality product is not provided by the developer, which includes the streets & means of access, then the developer's business will suffer.

The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. In addition to the connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through

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the Next Chapter development site in the form of privately owned and maintained roads with public access easements granted over it them. No alleys are proposed.

An amendment to the Master Street Plan will be submitted concurrently with this PZD because while the development is meeting the intent of the established Master Street Plan's inter-parcel connectivity requirements, the technical nature of the privately owned and maintained internal roads warrant a Master Street Plan Amendment to verify this. The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments. Therefore, because we are meeting the connectivity goal of the City Plan 2040, we believe this amendment to the MSP is justified, and will not negatively impact the City but rather benefit the City with a privately funded street & sidewalk installation and life-long maintenance.

Next Chapter is proposing to add a condition that any approval of the MSP amendment is conditional upon the specific project moving forward and/or the public access easements being dedicated. If these conditions are not met, then any approved MSP amendment will revert back to the originally adopted MSP.

Each unit will be front-loaded, and all units will have their own garage. There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements
A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas
There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property.

4) Tree Preservation Areas
Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage
Stormwater facilities will likely include multiple detention ponds to be provided within the development, located on the downhill side along the northern property line and located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas
The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)
Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private streets, , parking pods, and uses where single family structures are proposed. This area will have a "build-to-zone", where the principal façade of the residential units shall be within 10-25ft of the outside edge of sidewalk for the units that are fronting streets.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 8: Single-family dwellings
Unit 9: Two-Family Dwellings
Unit 10: Three (3) and Four (4) family dwellings
Unit 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities

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Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 6 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	30’
Side Setback adjacent to Single & Two Family	5'	5'	30'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	6 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
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.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

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*All setbacks are from the perimeter property line of the entire 49.2-acre site. There are no internal property lines to measure unit setbacks from. A 30’ building setback around the entire perimeter of the property is included.

Because there are no internal property lines to measure internal setbacks from and to provide clarity in comparison of, please see the additional table below which compares the physical unit separations to the existing zoning’s setbacks. Also, the proposed residential envelope’s minimum width & area are compared to the existing zoning’s minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from – therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site’s internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	19' (to outside edge of sidewalk)
Min. Side Separation	5' setback (10’ between buildings)	5' setback (10’ between buildings)	5' setback (10’ between buildings)
Min. Rear Separation	15'	15'	10'
Min. Residential Envelope Width	70'	None	30' (to allow for Hamilton & Jennings units)
Min. Residential Envelope Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	1410 SF (to allow for most narrow envelope width (Hamilton & Jennings, 30') by shortest envelope depth, Maple (47’)

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
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.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer’s desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 6 units/acre over the entire property in question will result in the reduction of 223 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32’ wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10’ minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could’ve been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 6 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 6 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 6 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 295 units – or a reduction of 223 units.

This development will have street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also connect to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.
All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

<u>Goal 2: We will discourage suburban sprawl.</u>
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends

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vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access easements dedicated over them will meet that plan for the following reasons:

1. Streets will provide legally established public access through the site from southern adjacent parcel to eastern adjacent parcel.
2. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
3. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

M) Traffic Study
A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway*

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improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The internal streets will be privately owned & maintained with public access easements dedicated over them. The private streets require an amendment to the Master Street Plan, to be submitted concurrently with this PZD. However, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

3) Parking Standards:

Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence

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as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link Private Streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. The streets will be privately owned & maintained with public access easements dedicated over them. Please see Exhibit C for the proposed modified residential link typical section. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

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12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

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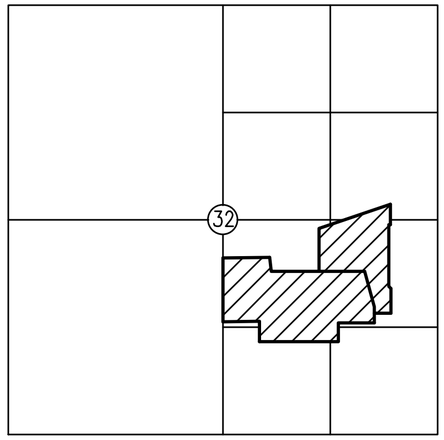
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

EXHIBIT A
COVER SHEET/SURVEY



T-16-N R-30-W

DEED DESCRIPTION (DEED 2021-00013842):

PART OF THE NW 1/2 OF THE SE 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32;
THENCE NORTH 87°16'59" WEST A DISTANCE OF 782.21 FEET TO THE EAST LINE OF CRYSTAL SPRINGS SUBDIVISION.
THENCE ALONG SAID NORTH LINE NORTH 02°38'01" EAST A DISTANCE OF 1,483.34 FEET TO THE POINT OF BEGINNING.
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE NORTH 2°38'01" EAST A DISTANCE OF 76.97 FEET;
THENCE NORTH 12°18'05" WEST A DISTANCE OF 449.85 FEET;
THENCE NORTH 87°14'42" WEST A DISTANCE OF 556.89 FEET;
THENCE NORTH 02°45'14" EAST A DISTANCE OF 527.06 FEET;
THENCE NORTH 74°18'30" EAST A DISTANCE OF 920.33 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 245.00 FEET;
THENCE NORTH 87°23'22"WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 758.10 FEET;
THENCE SOUTH 42°23'22"EAST A DISTANCE OF 35.36 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF NORTH 87°23'22" WEST A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

DEED DESCRIPTION (DEED 2020-00021939):

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E A DISTANCE OF 777.29 FEET;
THENCE S87°48'23"E A DISTANCE OF 576.11 FEET;
THENCE S03°18'06"E A DISTANCE OF 169.29 FEET;
THENCE S87°14'42"E A DISTANCE OF 1141.88 FEET;
THENCE S12°18'05"E A DISTANCE OF 449.85 FEET;
THENCE S02°38'01"W A DISTANCE OF 193.06 FEET;
THENCE N87°32'17"W A DISTANCE OF 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W A DISTANCE OF 967.49 FEET;
THENCE N02°27'54"E A DISTANCE OF 250.00 FEET;
THENCE N87°32'06"W A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SURVEY DESCRIPTION:

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE PROPERTY SURVEYED IS ZONED CPZD AND RSF-4. THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2020-00021939, DEED 2021-00013842, PLAT 2016-00029554, PLAT 2019-00034850, PLAT 024A-00000298, PLAT 0024-00000426, PLAT 0024-00000510 AND PLAT 0024-00000517.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF WACO TITLE COMPANY EASEMENT SEARCH FILE NO. 2504136-102, DATED APRIL 17, 2025.

PAT OF THIS PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205F, REVISED DATE JANUARY 25, 2024.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 17TH DAY OF JUNE, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

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RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY NO. 1741 CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT1 , LAST SAVED: KM67A, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:42 PM [PLOTTED BY: *VALID ON HARD COPY ONLY!]

LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE IN FEET
120' 0 120'

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.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°16'43.18"
COMBINED SCALE FACTOR: 0.99991525
VALUE CALCULATED AT THE FOLLOWING POINT:
N 648801.721 E 663175.113 Z 1264.203

CALBBER CREEK

1189

1190

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

N = 651064.73
E = 661457.69

P.O.B.
5/8" IRON PIN

S87°48'23"E 576.12'
5/8" IRON PIN

S3°18'06"E 169.29'
1/2" IRON PIN

S87°14'42"E 584.99'
5/8" IRON PIN

N2°45'14"E 527.06'
5/8" IRON PIN

N74°18'30"E 920.33'
5/8" IRON PIN

S2°36'38"W 245.00'
5/8" IRON PIN

L3
5/8" IRON PIN

S2°36'38"W 758.10'

N87°14'42"W 556.89'
1/2" IRON PIN

N2°18'05"W 449.85'
5/8" IRON PIN

L4
5/8" IRON PIN

S2°36'38"W 301.04'

L2
5/8" IRON PIN

P.O.B.

N87°23'22"W 202.48'
5/8" IRON PIN

L1
5/8" IRON PIN

N = 650186.41
E = 663270.67

N87°32'17"W 437.69'
5/8" IRON PIN

S2°27'43"W 227.74'
5/8" IRON PIN

N87°32'06"W 967.49'
5/8" IRON PIN

N2°27'54"E 250.00'
5/8" IRON PIN

N87°32'06"W 442.90'
5/8" IRON PIN

P.O.B.
5/8" IRON PIN

N2°23'27"E 1381.39'

N2°23'27"E 777.29'

20' WATER & SEWER EASEMENT
DOC 2022-00022348

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

N2°38'01"E 1367.25'

P.O.C.
SW CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

P.O.C.
SE CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

N87°16'59"W 782.21'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 38' 01"E	116.09'
L2	N2° 38' 01"E	76.97'
L3	N87° 23' 22"W	25.00'
L4	S42° 23' 22"E	35.36'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

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Crafton Tull
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www.craftontull.com

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CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

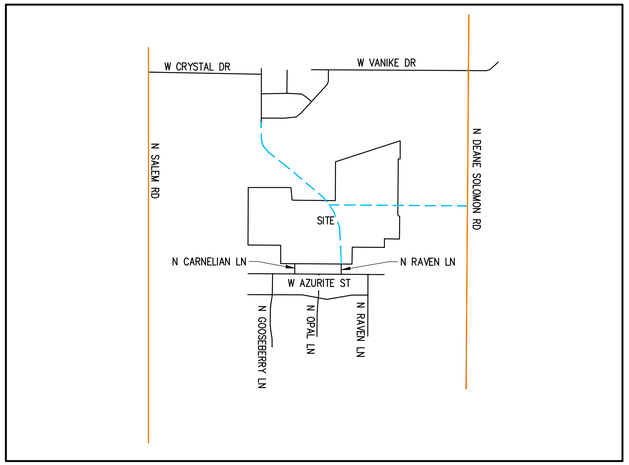
SHEET NO.:
2 OF 2

DRAWING G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT2, LAST SAVED: KM476, 6/17/2025 2:37:39 PM
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NEXT CHAPTER PZD

FAYETTEVILLE, ARKANSAS

PZD (# TO BE ASSIGNED)



VICINITY MAP (NTS)

BASIS OF BEARING: 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.

FREEWAY/EXPRESSWAY

REGIONAL LINK-HIGH ACTIVITY

REGIONAL LINK

NEIGHBORHOOD LINK

NEIGHBORHOOD LINK PLANNED

RESIDENTIAL LINK PLANNED

PROJECT INFORMATION

APPLICANT:	CRAFTON TULL CONNOR THREET P.E. 300 N. COLLEGE AVE., SUITE 317 FAYETTEVILLE, AR 72701 479-878-2467
OWNER PURSUING PZD:	NEXT CHAPTER HOLDINGS, LLC 2500 TRADE CENTER DR EVANS, GA 30809
EXISTING OWNERSHIP:	UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST KTB LIMITED PARTNERSHIP
PLAT DOCUMENTS FOR EXISTING PARCELS:	PROPERTY LINE ADJUSTMENT PLAT 2019-00034850 PROPERTY LINE ADJUSTMENT PLAT 2016-00029554 TRACT SPLIT PLAT 024A-00000298 ACCESS, MAINTENANCE, & DETENTION PERMANENT EASEMENT PLAT DOC 2019-00038607

PROPERTY DESCRIPTION

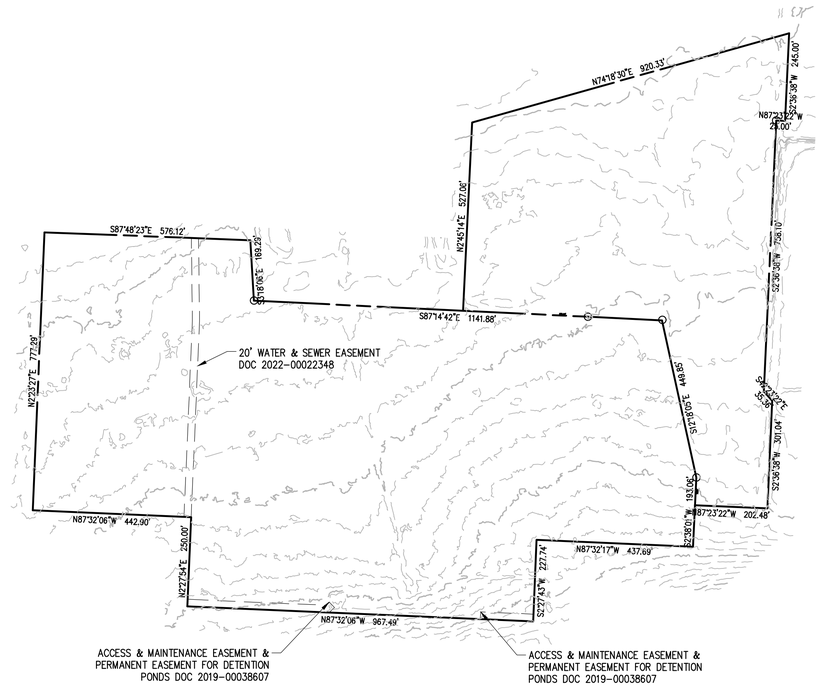
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



Arkansas One Call

811

Know what's **below**.

Call before you dig.

FLOOD NOTE:

A PORTION OF THE PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205G, EFFECTIVE DATE JANUARY 24, 2024.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

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No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNTSERVE_DRIVES\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
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PLOTTED: 7/8/2025 8:38:34 AM BY: TYLER PLOTTED BY: VALID ON HARD COPY ONLY

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

LAND USE DESIGNATION TABLE

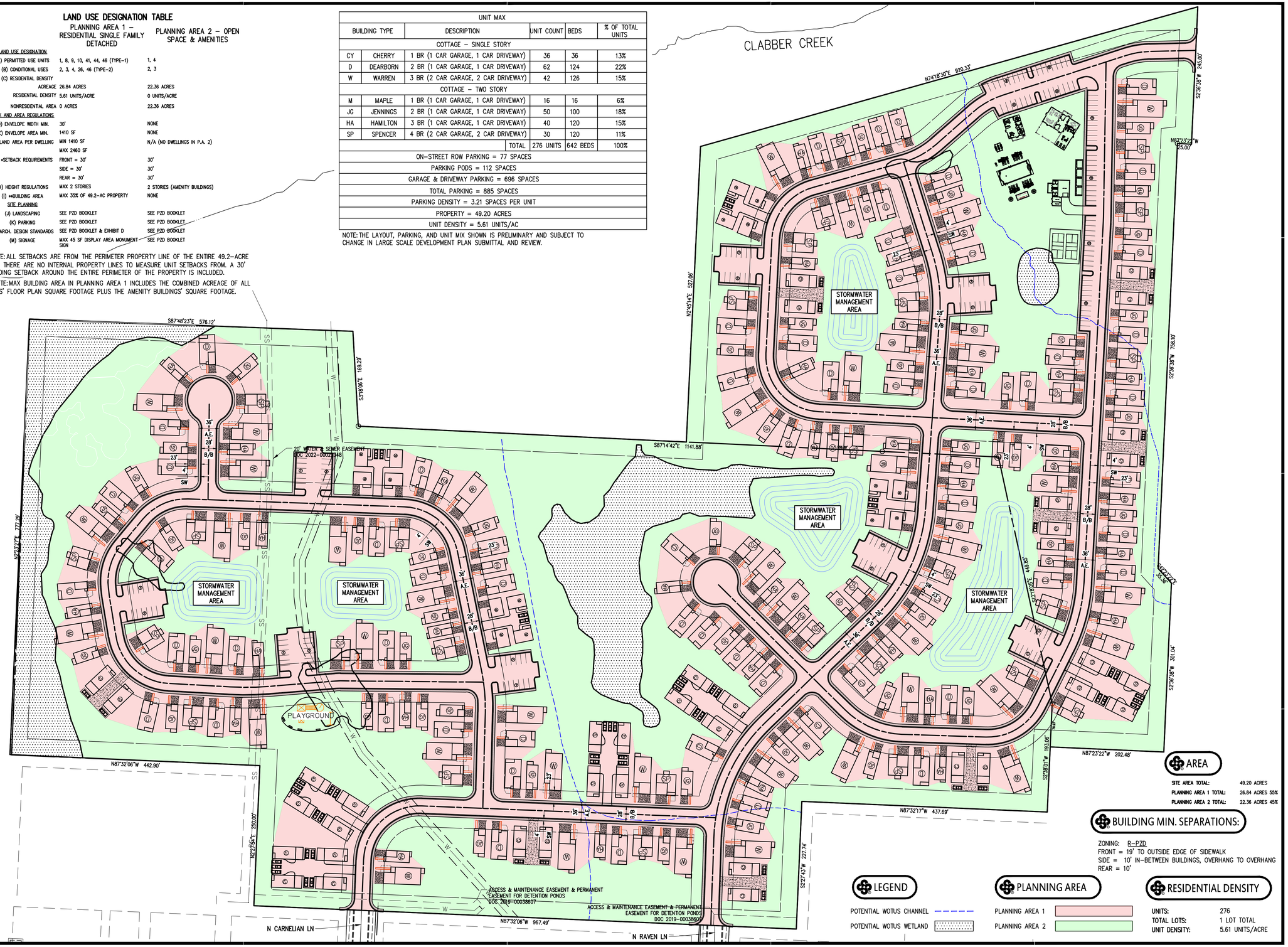
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 30' SIDE = 30' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

*NOTE: ALL SETBACKS ARE FROM THE PERIMETER PROPERTY LINE OF THE ENTIRE 49.2-ACRE SITE. THERE ARE NO INTERNAL PROPERTY LINES TO MEASURE UNIT SETBACKS FROM. A 30' BUILDING SETBACK AROUND THE ENTIRE PERIMETER OF THE PROPERTY IS INCLUDED.

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL:	49.20 ACRES
PLANNING AREA 1 TOTAL:	26.84 ACRES 55%
PLANNING AREA 2 TOTAL:	22.36 ACRES 45%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 19' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS:	276
TOTAL LOTS:	1 LOT TOTAL
UNIT DENSITY:	5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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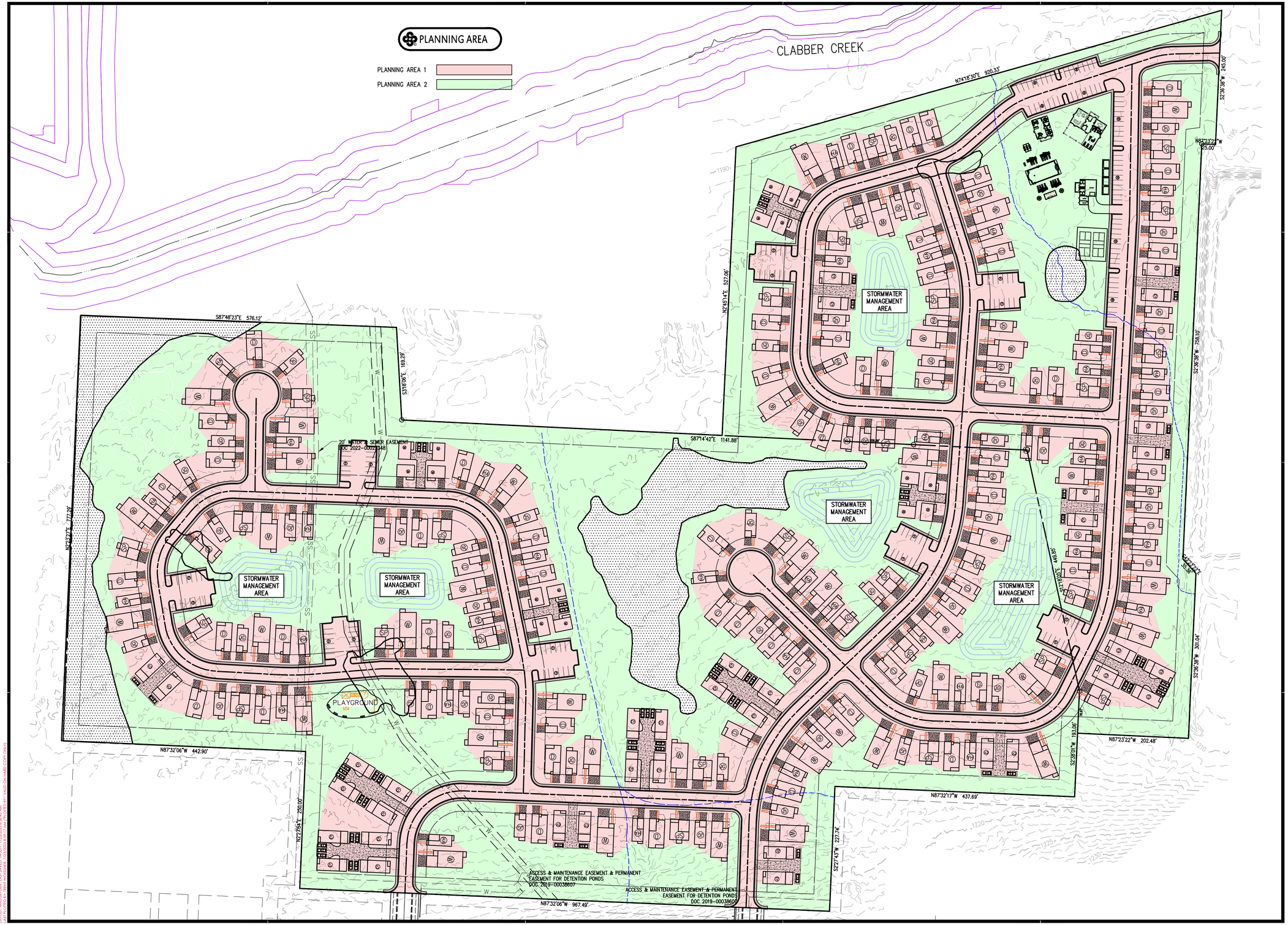
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDATA\PROJ\2025\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700_CIV.DWG
LAYOUT: EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP
LAST PLOTTED: 8/27/2025 7:22:29 AM BY: TYLER.DUNCAN
XREF: XREF: XREF:

EXHIBIT C
MASTER PLAN, AERIAL OVERALL SITE PLAN, & MODIFIED TYPICAL RESIDENTIAL LINK SECTION

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GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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EXHIBIT C MASTERPLAN

2 OF 2

DRAWING: \\CRAFTONTULL.LOCAL\DFS\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: EXHIBIT C MASTERPLAN - LAST SAVED: 7/9/2025 7:53:07 AM BY: DAVID.HABIS
PLOTTED: 7/9/2025 7:53:37 AM BY: DAVID.HABIS (FULL SIZE)



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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

- Pedestrian Connection points at subject property line to adjacent Underwood Park's trail network. Site plan in future LSD submittal will show proposed soft or hard surface pedestrian access from the paved interior sidewalk to these access points.

Key Plan

No.	Description	Date

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OVERALL SITE PLAN

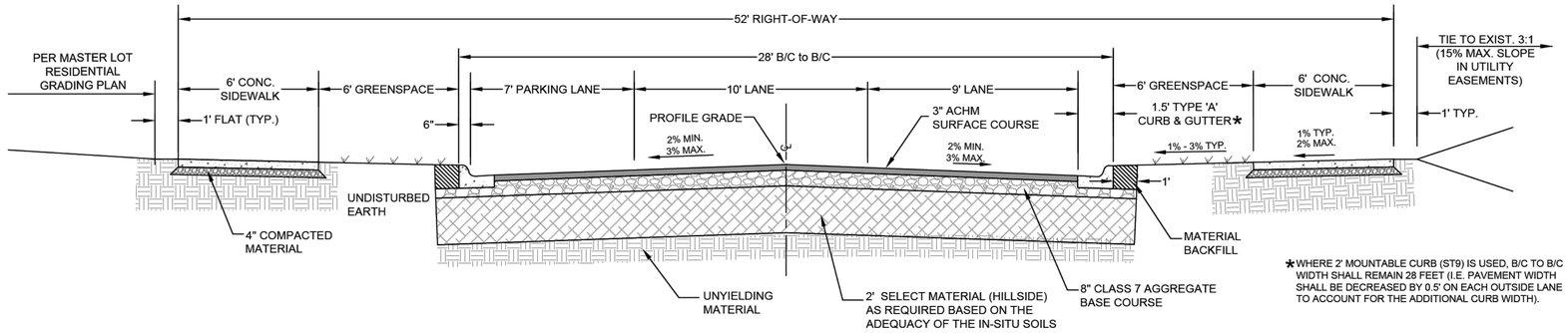
1 OF 1

DRAWING: O:\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\OVERALL SITE PLAN.DWG
LAYOUT: LAYOUT1 | LAST SAVED: 6/3/2025 12:45:44 PM | PLOTTED BY: VAUGHN HARD COPY (ONLY)

NOTES:

1. CONTACT THE ENGINEERING DIVISION (575-8206) TO REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT-OF-WAY.
2. THE ENGINEER OF RECORD SHALL PERFORM "PART TIME" INSPECTION FOR THE DRAINAGE INSTALLATION AND STREET CONSTRUCTION. THE PUBLIC WORKS INSPECTOR MUST BE PRESENT FOR TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING TESTING.
3. MINIMUM DENSITY FOR ASPHALT SHALL BE 92% OF THE MAXIMUM THEORETICAL DENSITY.
4. SUBGRADE (HILLSIDE) SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR. PROCTOR CURVE DATA SHALL BE SUPPLIED TO THE CITY ON ALL MATERIAL BY THE ENGINEER OF RECORD. WITHOUT THE COPY OF THE SITE SPECIFIC PROCTOR CURVE, MOISTURE CONTENT MUST BE WITHIN 3% OF OPTIMUM WHEN TESTED.
5. BASE COURSE (CLASS 7 AGGREGATE BASE) SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR ON RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS.
6. CURING COMPOUND IS REQUIRED FOR ALL CONCRETE IN RIGHT-OF-WAY OR EASEMENTS, ANY COLOR EXCEPT CLEAR. FOLLOW STANDARD ENGINEERING PRACTICE FOR PLACEMENT IN HOT, WINDY, AND COLD WEATHER.
7. CURB MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE OMNI SEAL 50, PECORA 864 AND 865, DOW COMING 888, OR OTHER PRE-APPROVED EQUAL.
8. ALL IN-SITU SOILS FOR SUBGRADE SHALL HAVE A LIQUID LIMIT LESS THAN 40, A PLASTICITY INDEX LESS THAN 15, AND A CBR GREATER THAN 8. INADEQUATE SOILS SHALL BE UNDERCUT 2 FEET AND REPLACED WITH "HILLSIDE MATERIAL" (SOILS WITH CBR OF 8 OR GREATER, AND AS CLASSIFIED AS GM OR GC SOILS) - GEOTECHNICAL TESTING REQUIRED TO DETERMINE SOIL ACCEPTANCE.
9. SUBGRADE MUST BE PLACED ON UNYIELDING MATERIAL - ADDITIONAL UNDERCUT MAY BE REQUIRED.

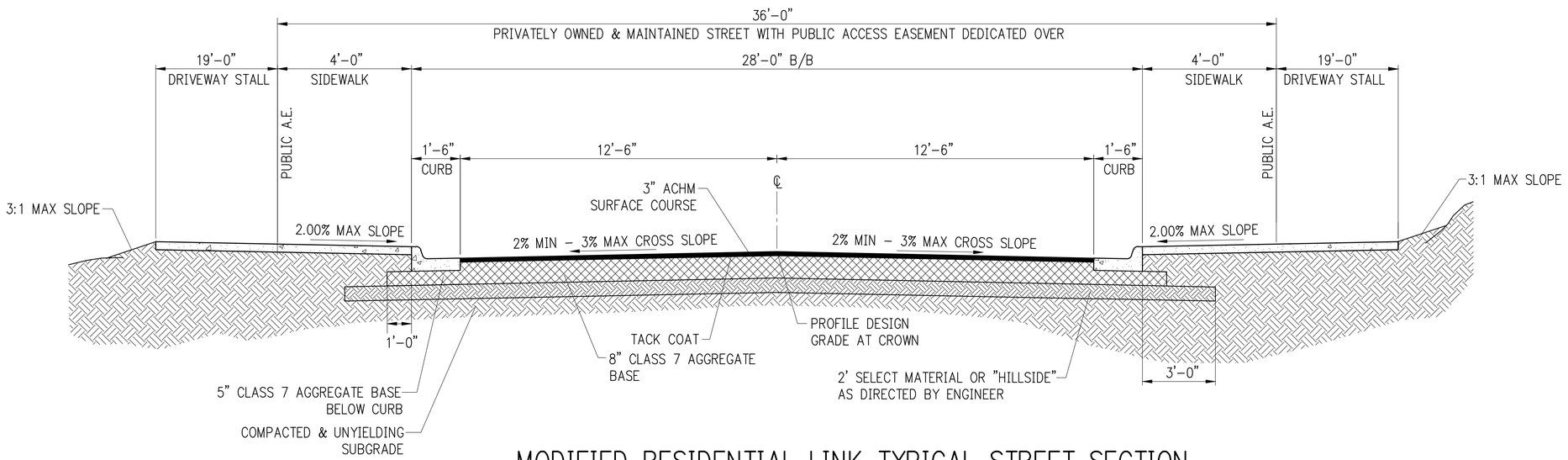
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*WHERE 2' MOUNTABLE CURB (ST9) IS USED, B/C TO B/C WIDTH SHALL REMAIN 28 FEET (I.E. PAVEMENT WIDTH SHALL BE DECREASED BY 0.5' ON EACH OUTSIDE LANE TO ACCOUNT FOR THE ADDITIONAL CURB WIDTH).

TYPICAL SECTION RESIDENTIAL LINK

*ALL INTERNAL STREETS, N RAVEN LN. & N CARNELIAN LN., WILL USE A MODIFIED VERSION OF THIS RESIDENTIAL LINK TYPICAL SECTION, SEE BELOW.



MODIFIED RESIDENTIAL LINK TYPICAL STREET SECTION

NTS

SHEET: ST1

DATE: May 25, 2017 REVISED; Jan. 13, 2021; June 28, 2021; April 5, 2022

TITLE: STREET DETAILS

DESCRIPTION: RESIDENTIAL LINK AND NEIGHBORHOOD LINK TYPICAL SECTIONS

CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE: (479) 575-8206 FAX NO: (479) 575-8202

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK
FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

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EXHIBIT C - TYPICAL SECTION

DRAWING: \\FAYETTEDRIVE\JOBS\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\TYPICAL SECTIONS.DWG
LAYOUT: TYPICAL SECTIONS PLOTTED: THREET, 7/23/2025 2:03:03 PM VIA IO.WIN32.COPY ONLY

EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES



ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 410 SQFT
TOTAL HTD- 862 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

DRAWN BY:
Andrew M. Woods
awoods@nextchapterconstruction.us

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PROJECT DESCRIPTION: DM Maple Layout

SHEET TITLE: COVER PAGE

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SCALE: NO SCALE

DATE: 2/14/2025

PG 1



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PROJECT DESCRIPTION:
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SHEET TITLE:
FRONT ELEV.

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 2/14/2025

PG 2



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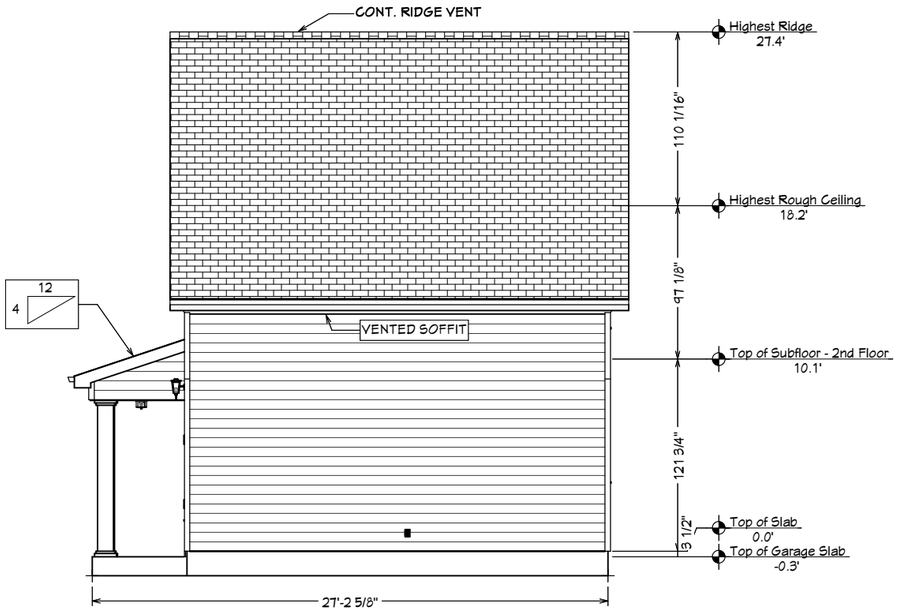
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NO.	DESCRIPTION	BY	DATE

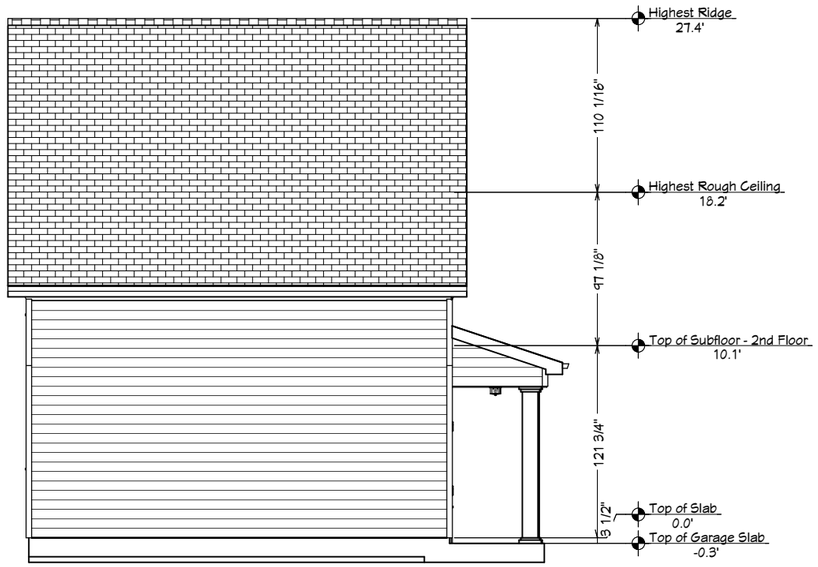
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PG 3



RIGHT ELEV.



LEFT ELEV.

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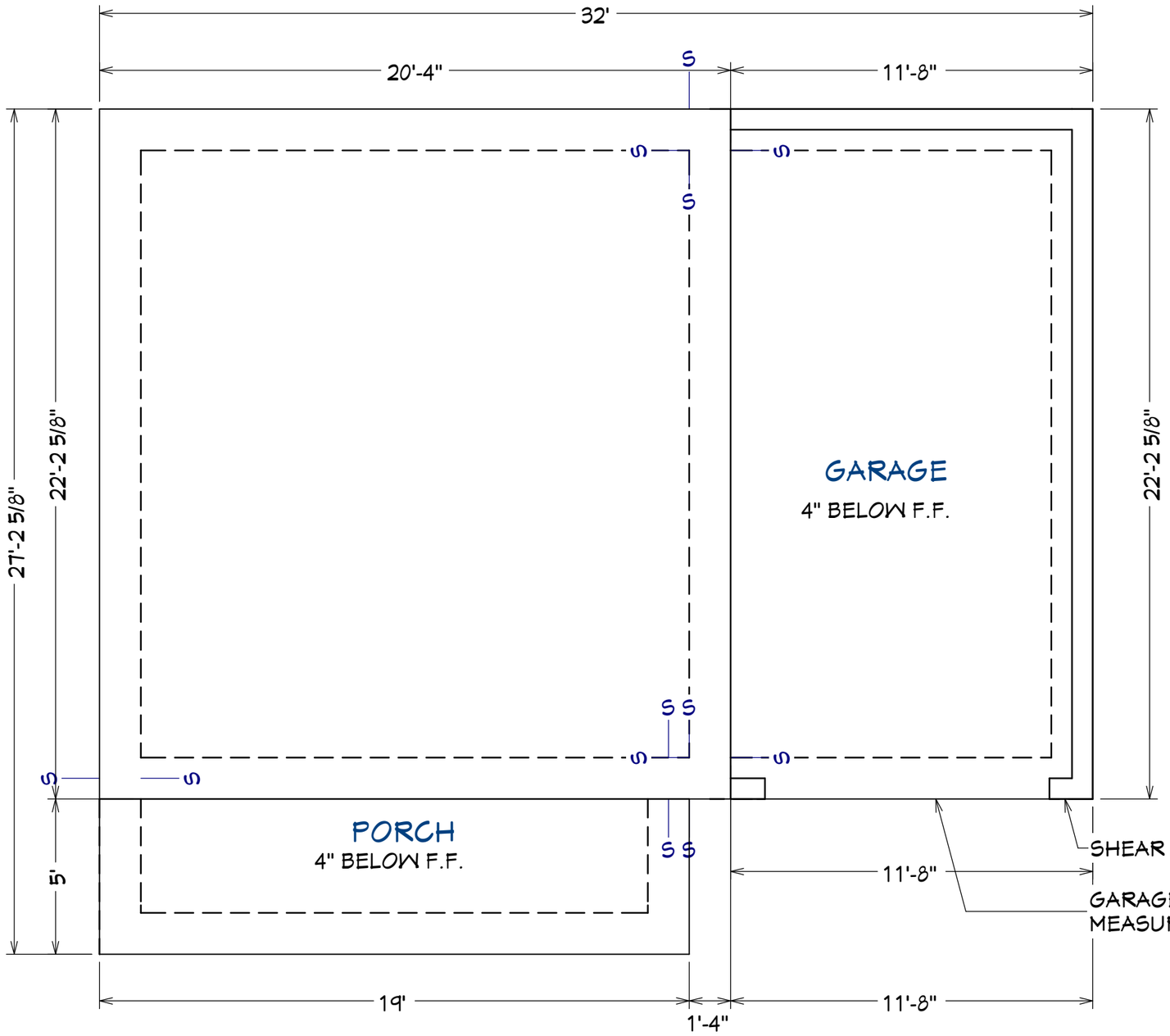
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SIDE ELEV.

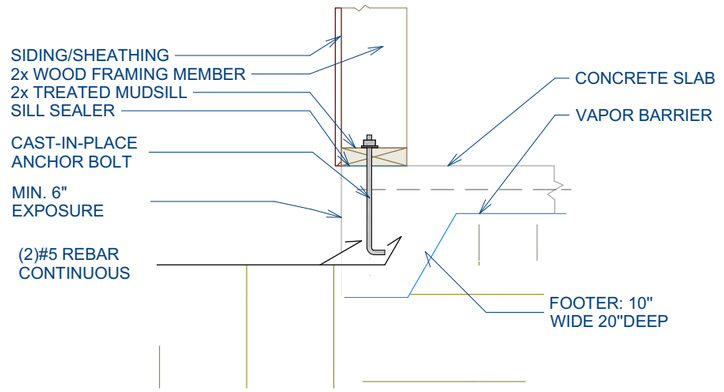
NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 2/14/2025

PG 4





Monolithic Slab Detail

NOTE:
PROVIDE CONTROL JOINTS

NOTE:
DIMENSIONS ARE TO FRAME WALL

NOTE:
BOLTS TO BE NO FURTHER THAN 18" O.C.
OR 12" AWAY FROM SILL PLATE ENDS

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SHEET TITLE: FOUNDATION PLAN

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SCALE: 1/4"=1'

DATE: 2/14/2025

PG 5





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SHEET TITLE: ISO VIEWS

NO.	DESCRIPTION	BY	DATE

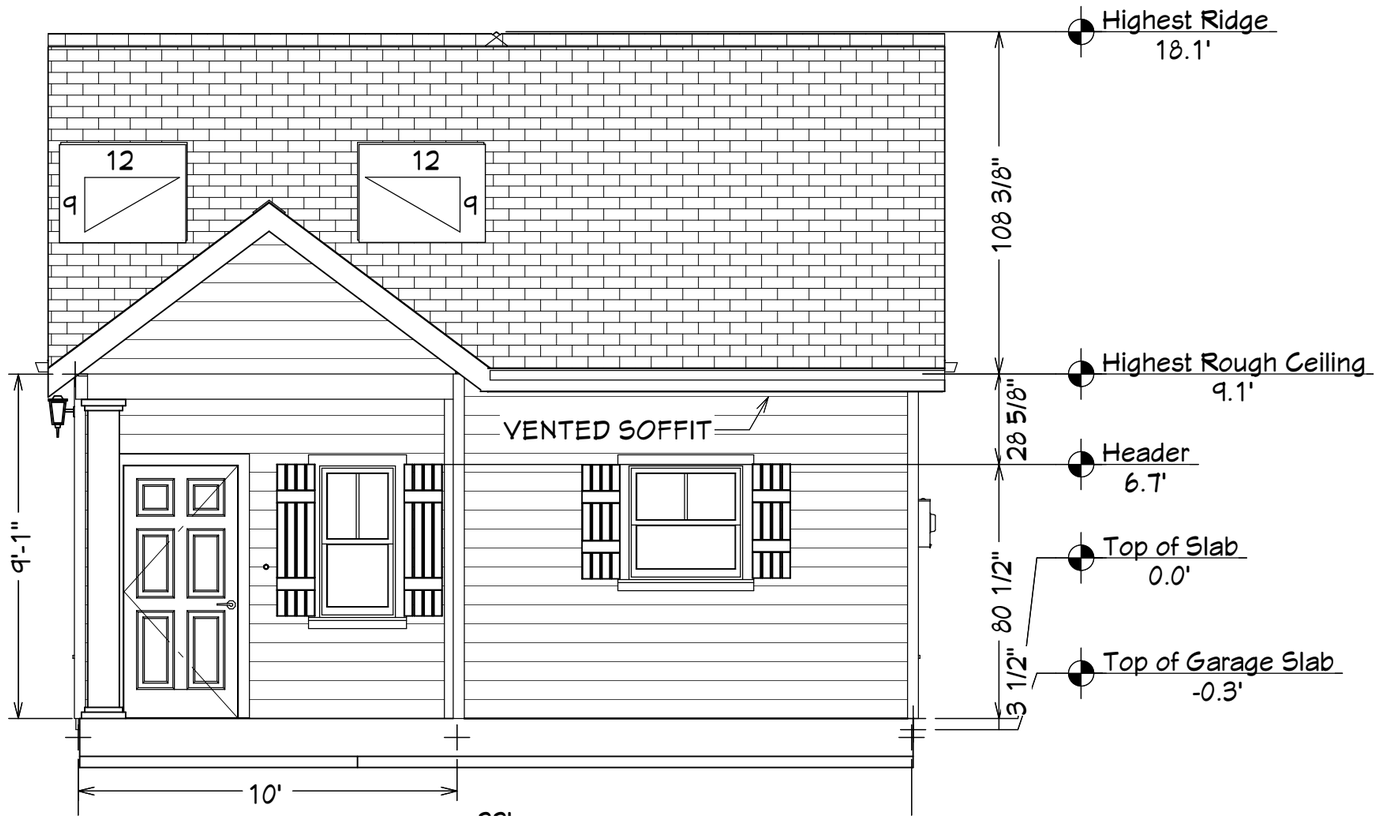
SCALE: NO SCALE

DATE: 2/14/2025

PG 15



FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'



SIDE ELEV
1/8" =1'

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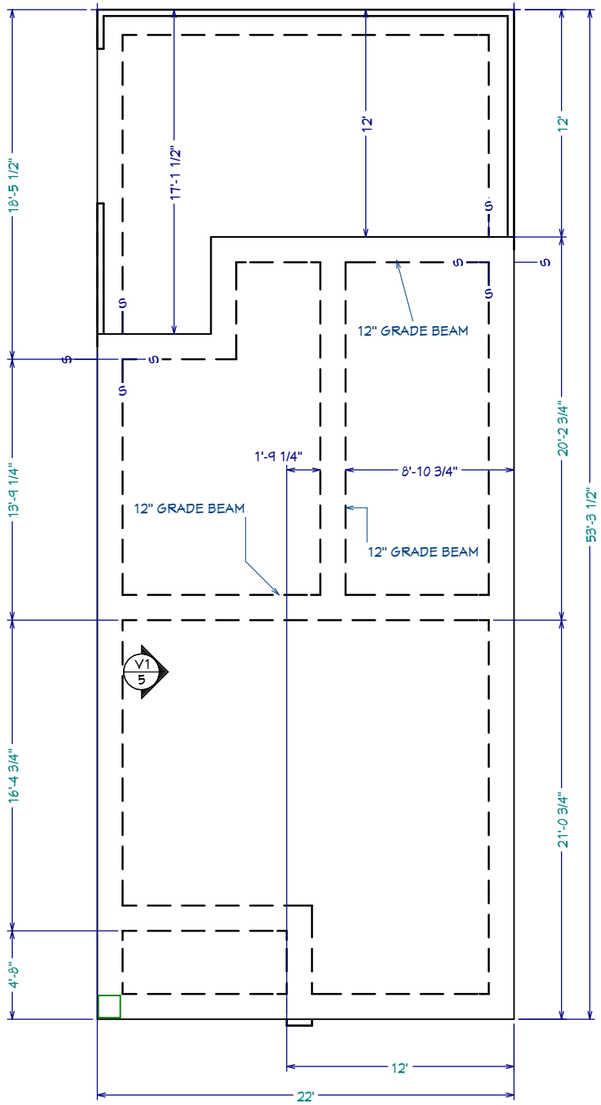
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

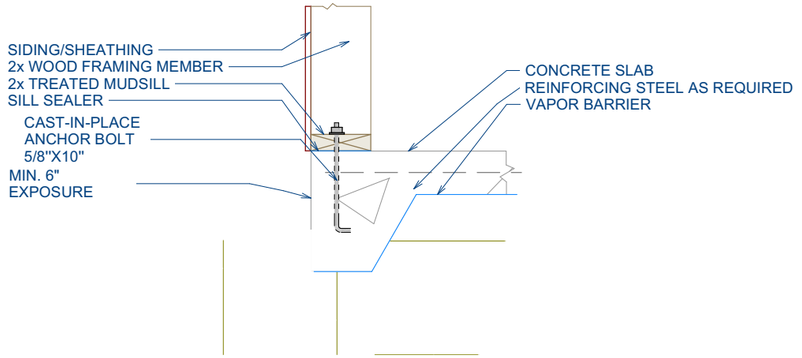
PG 1



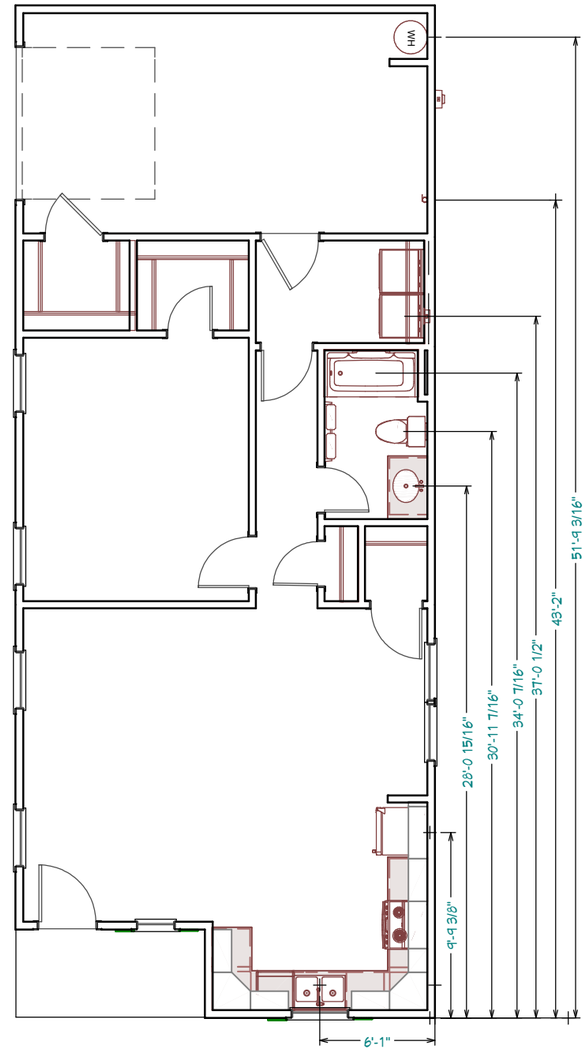
FOUNDATION LAYOUT

GARAGE CURB MUST MEASURE 8'-3''

ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 839 SQFT
GARAGE - 247 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,172 SQFT
TOTAL FRAMING - 1,172 SQFT



Monolithic Slab Detail



PLUMBING LAYOUT

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PROJECT DESCRIPTION: KC CHERRY

SHEET TITLE: SLAB/PLUMBING

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 1/7/2025

PG 2





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PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

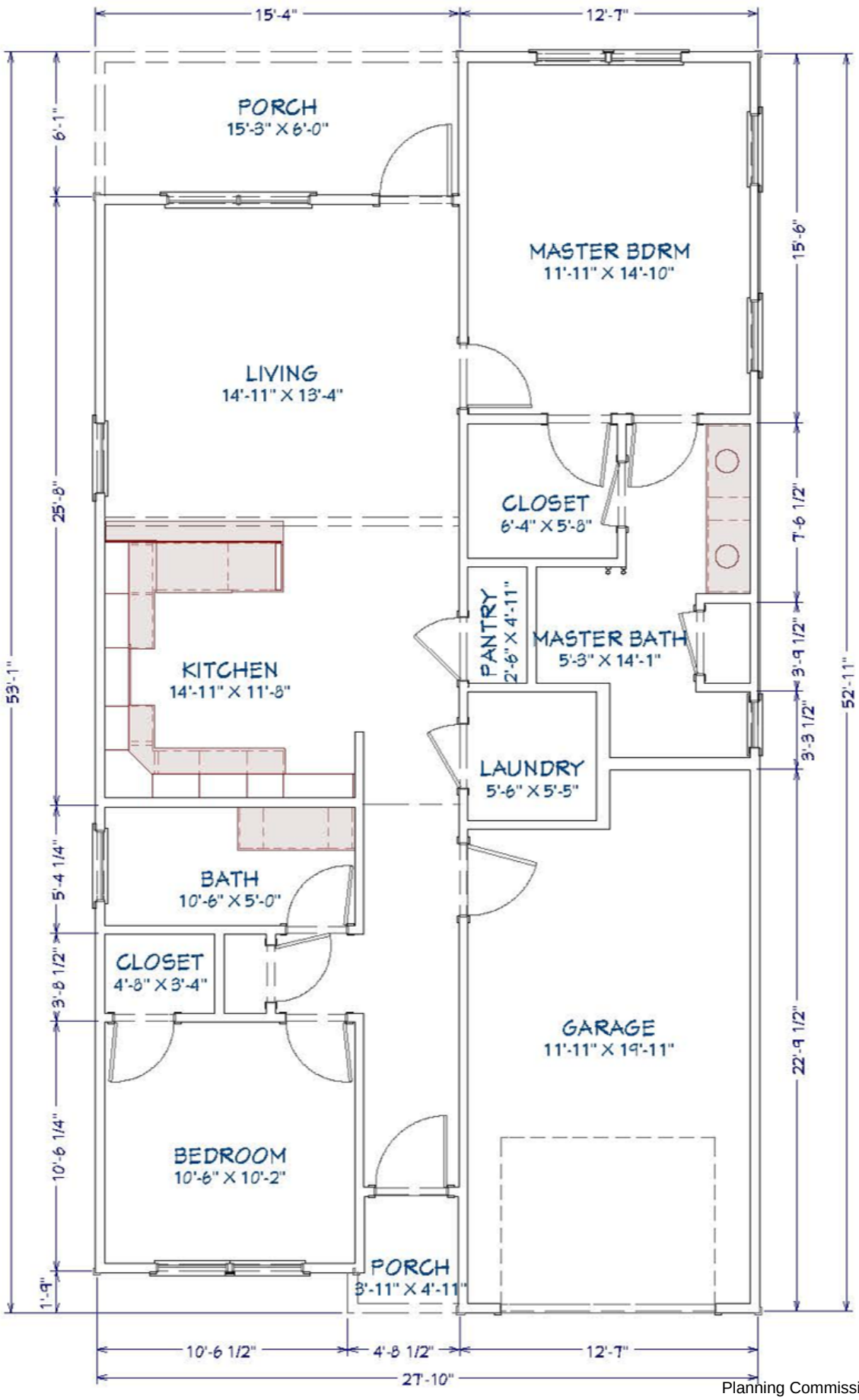
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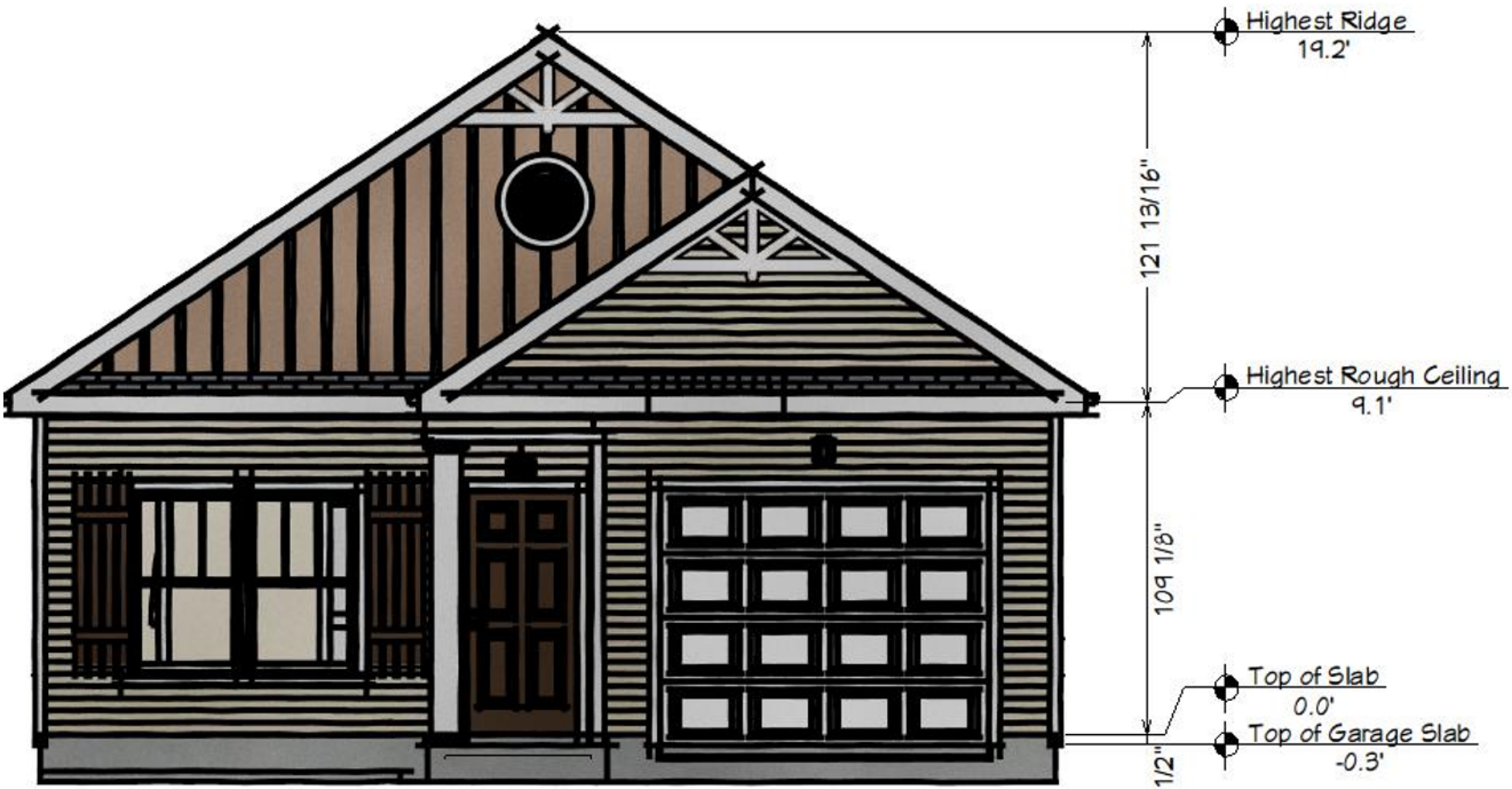
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN



DEARBORN FRONT ELEVATION

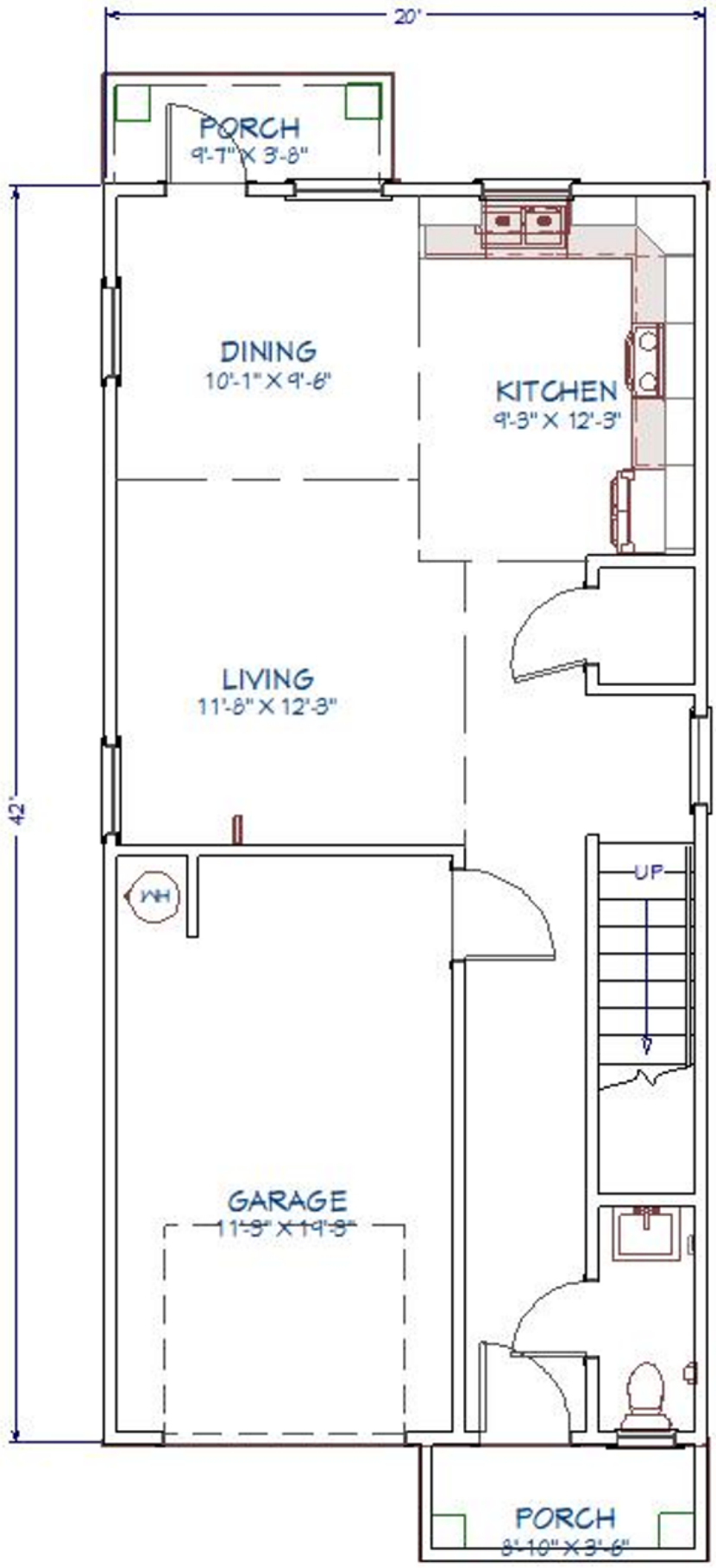


DEARBORN RENDERING

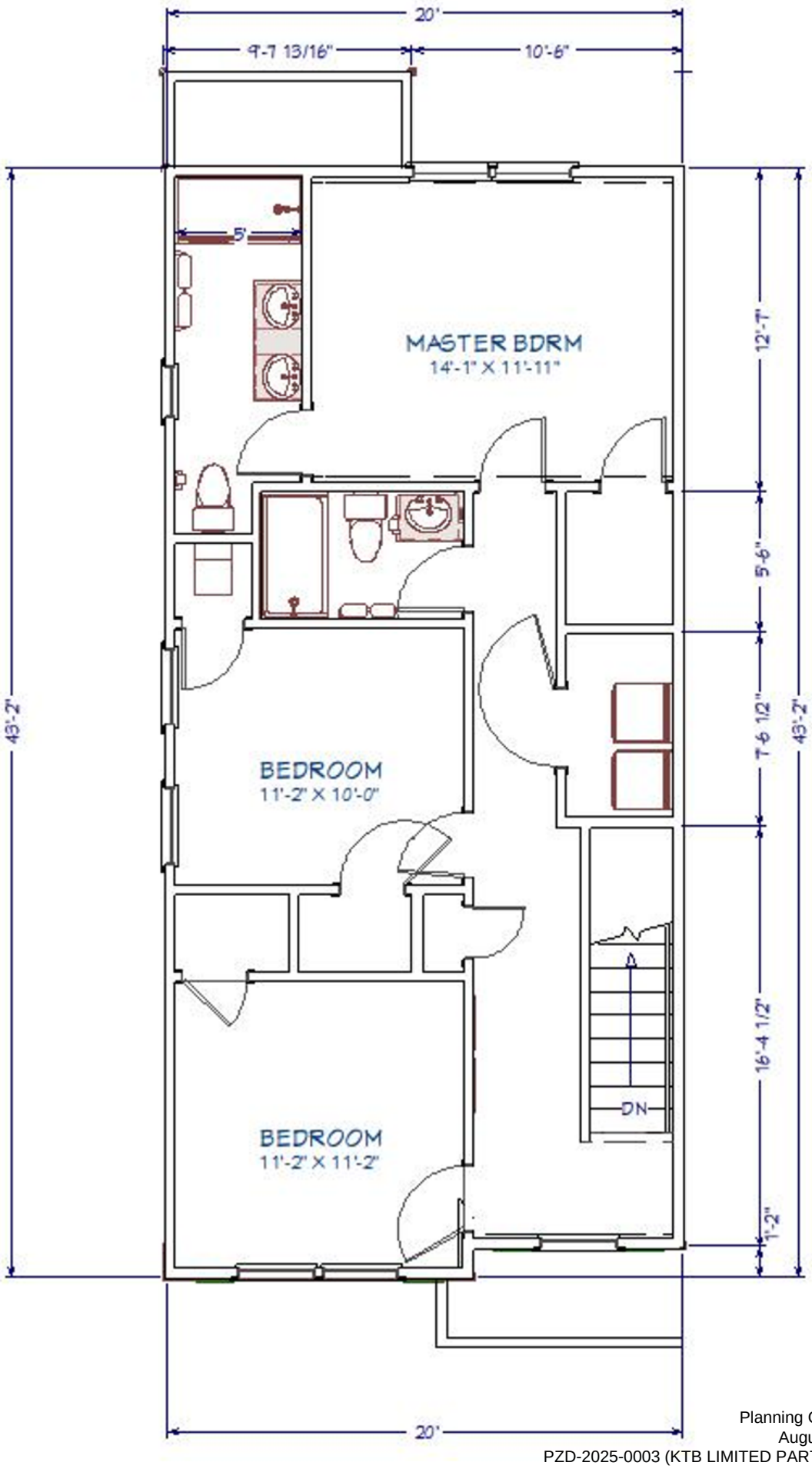




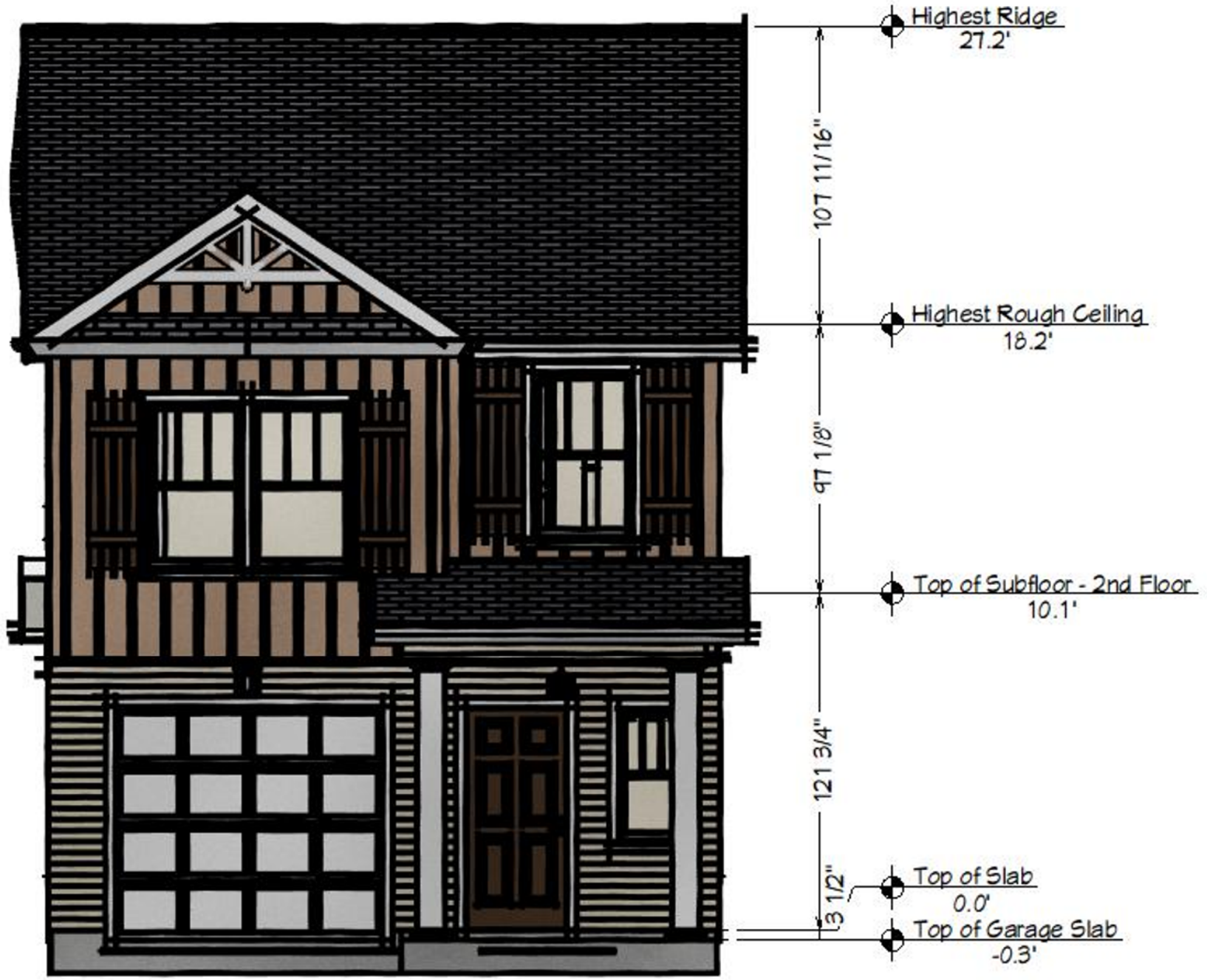
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

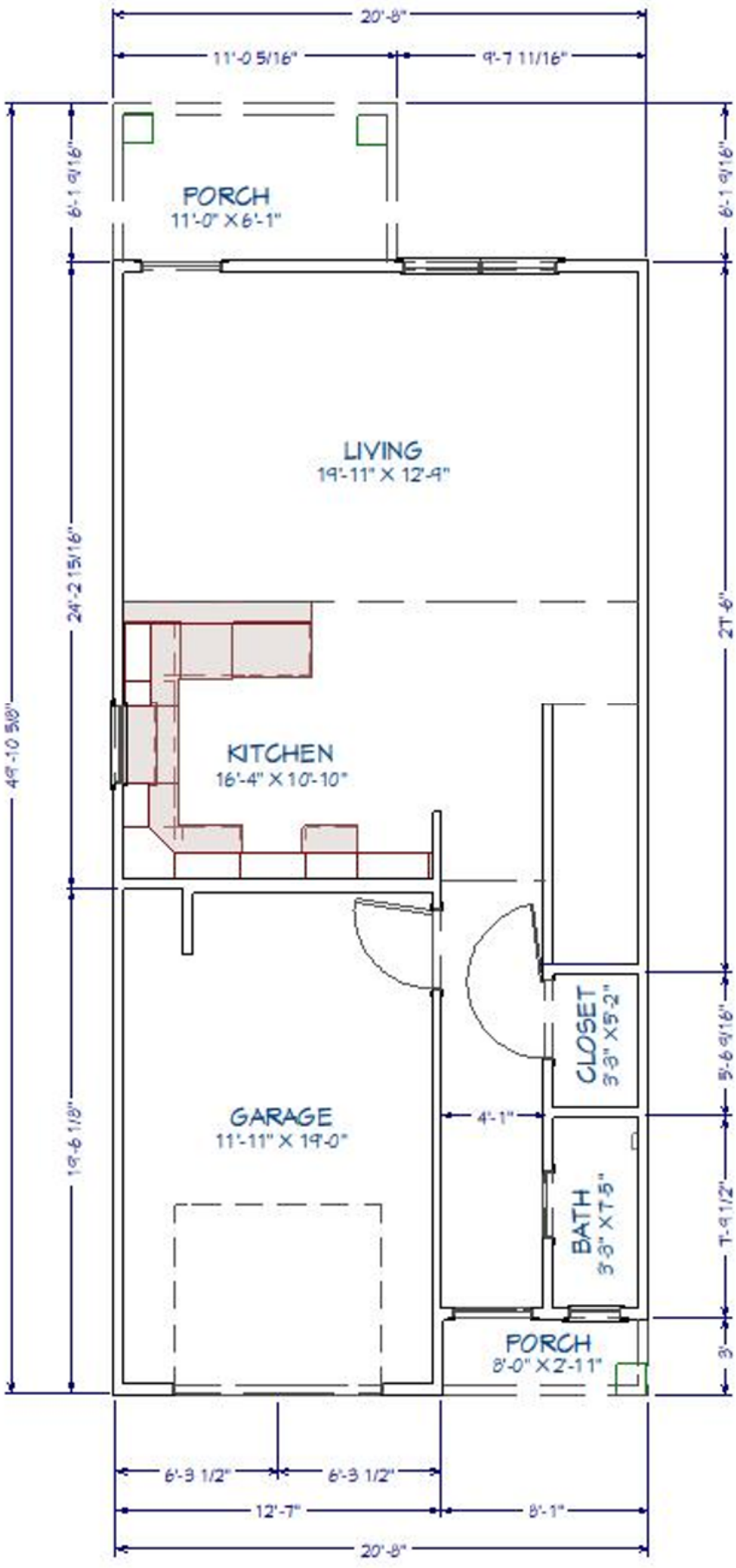


HAMILTON RENDERINGS

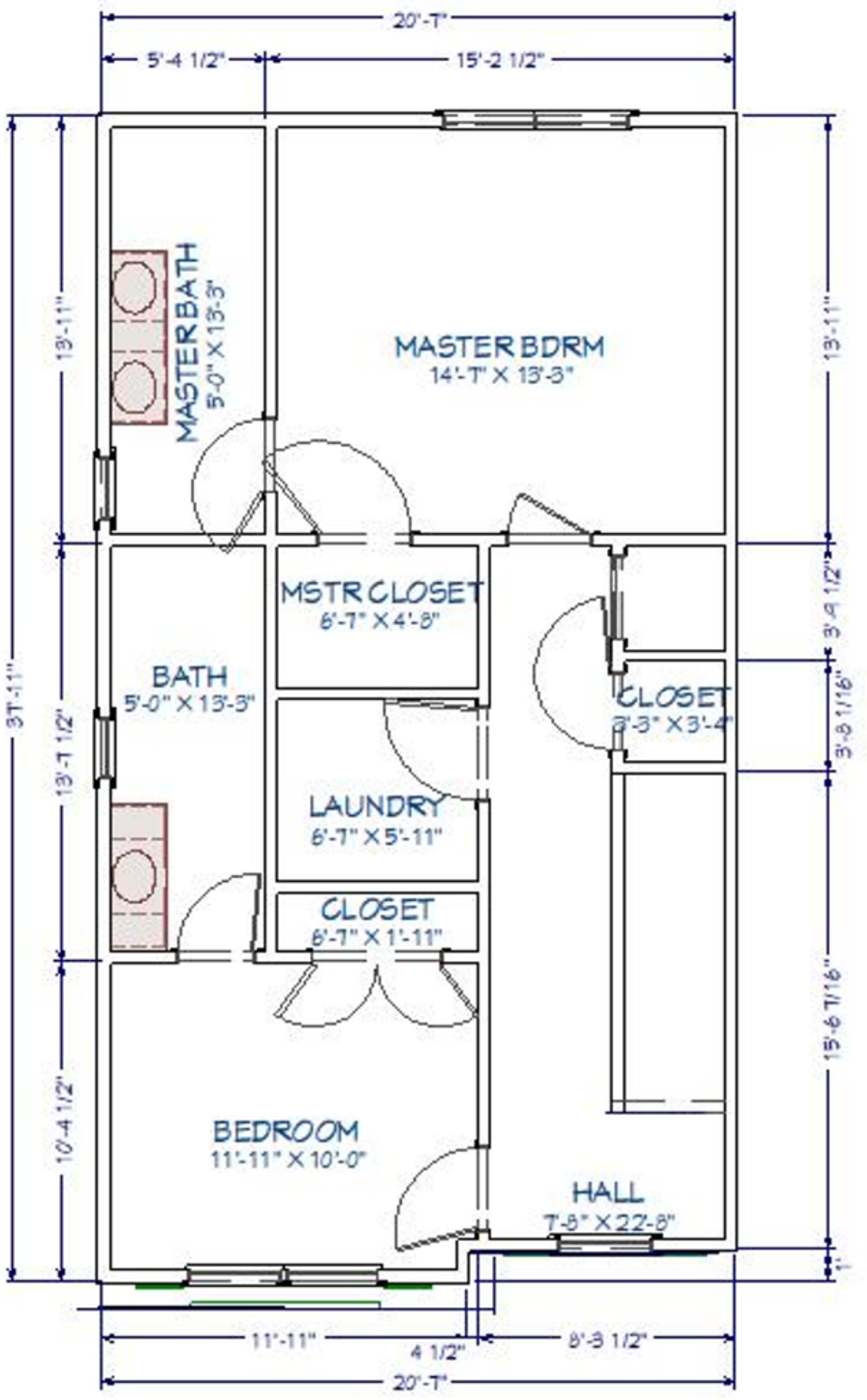




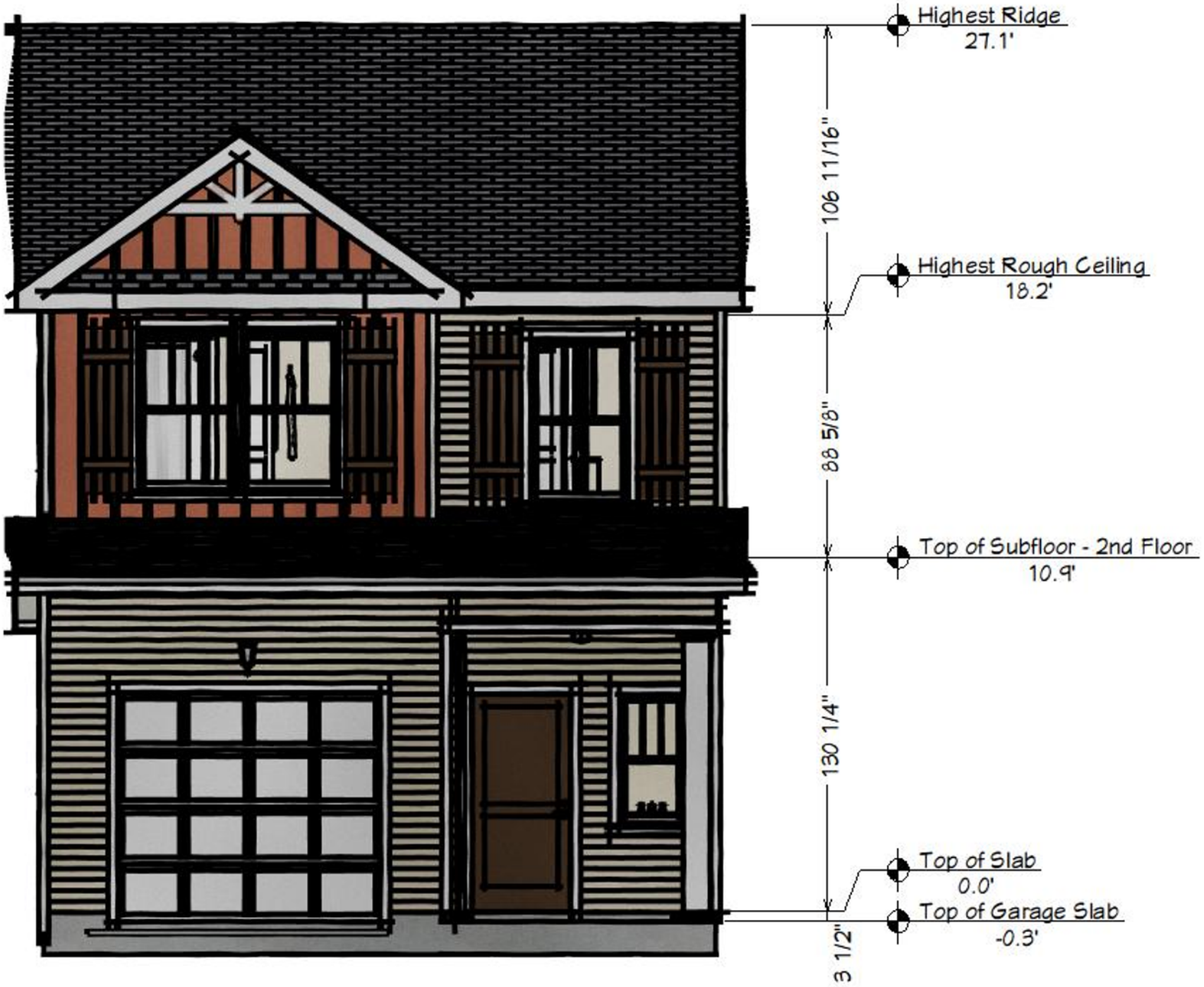
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)



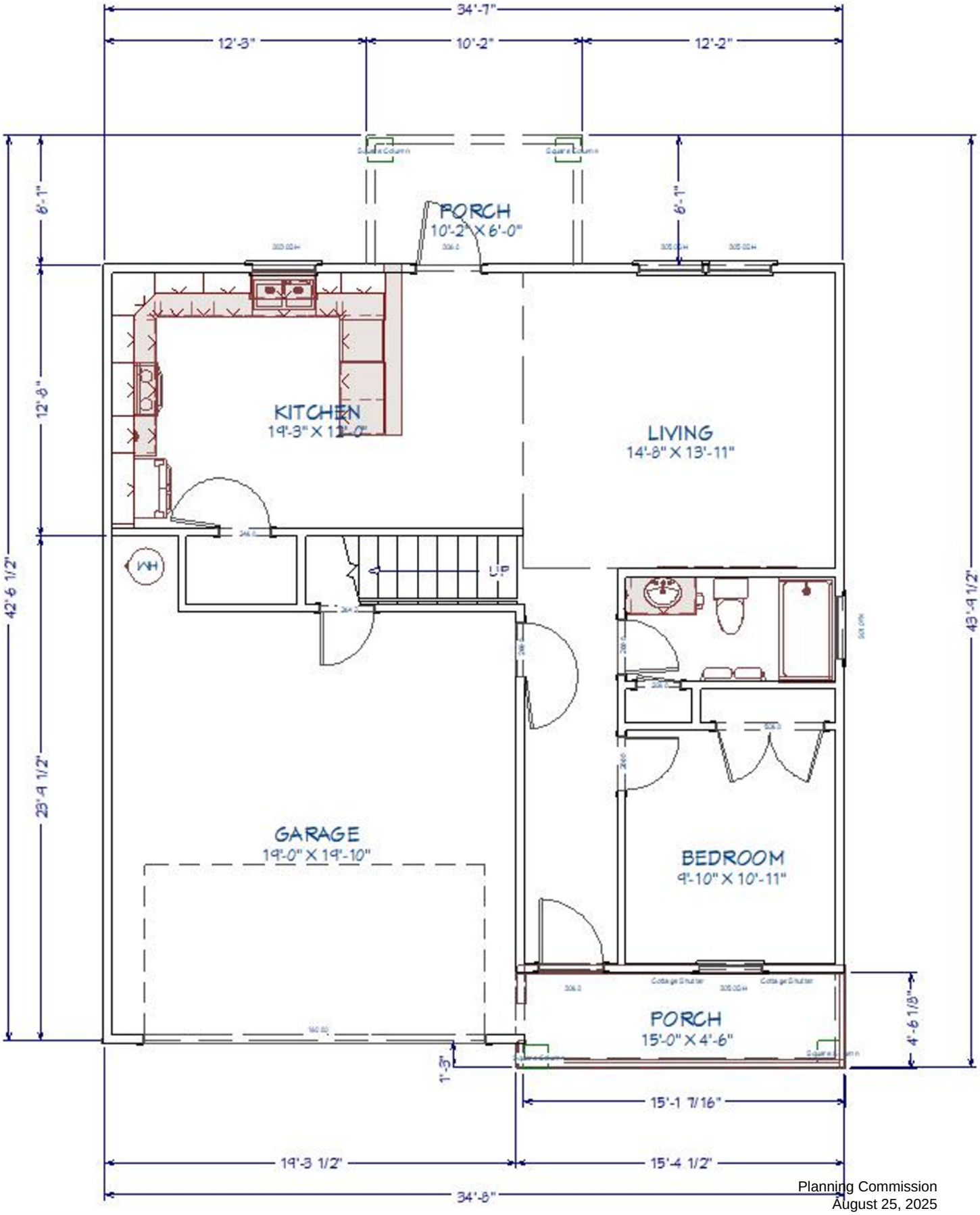
JENNINGS FRONT ELEVATION



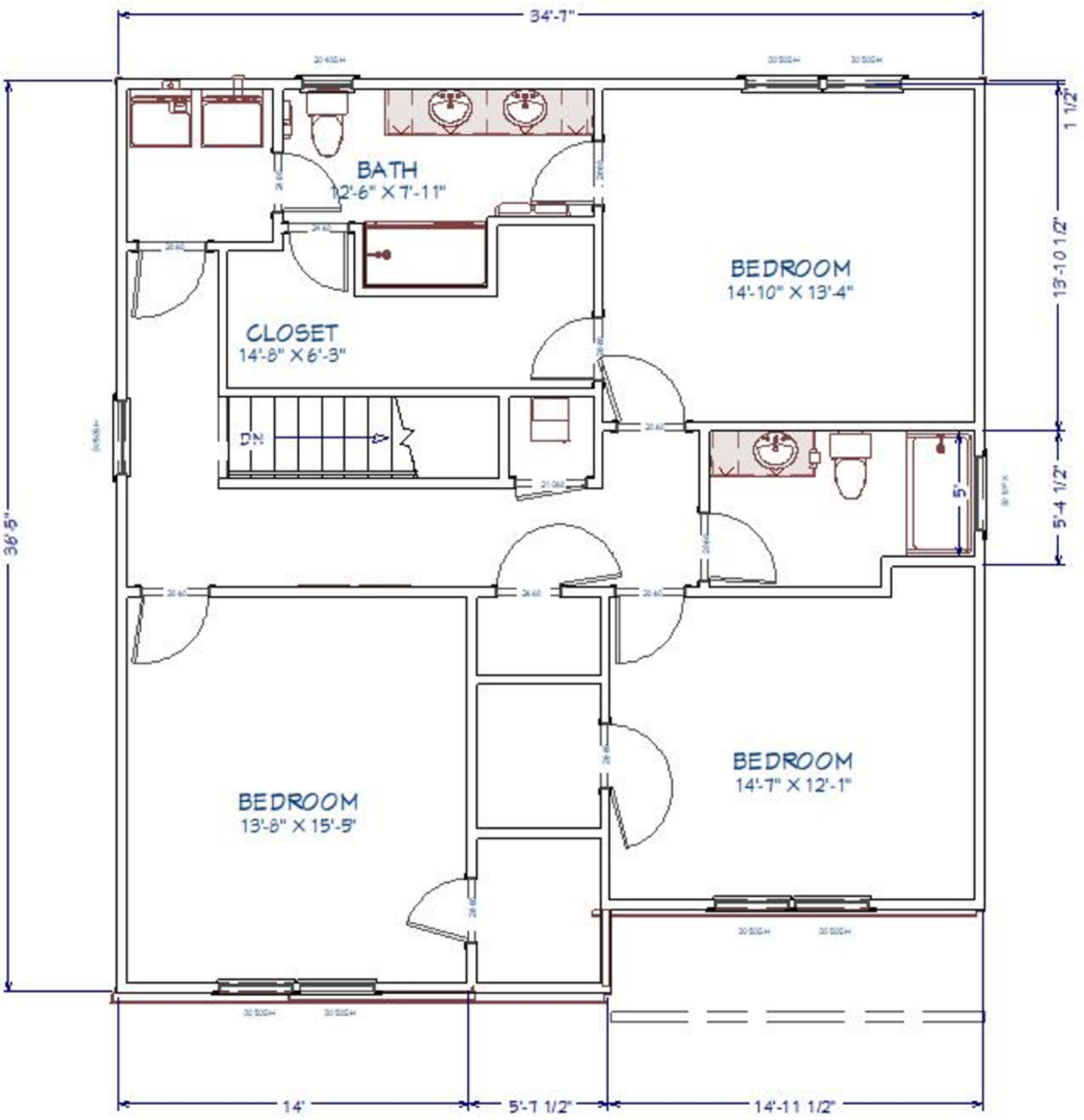
JENNINGS RENDERING



SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

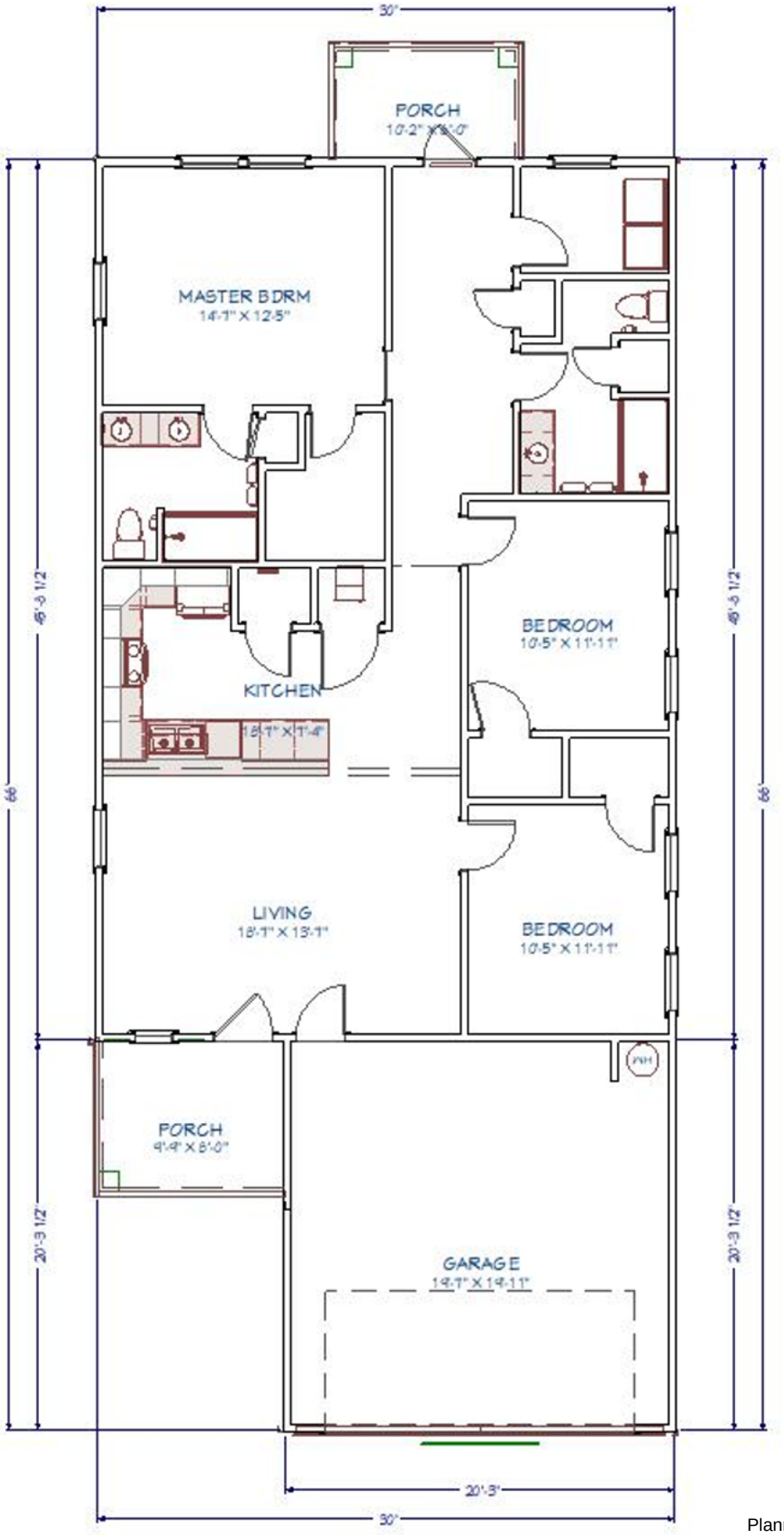


SPENCER RENDERINGS





Warren FLOOR PLAN



WARREN FRONT ELEVATION



WARREN RENDERING



EXHIBIT E
EXAMPLE MONUMENT SIGN

OPTION FOUR
NON ILLUMINATED
DOUBLE SIDED STRUCTURE
SCALE 1/2”=1’

CLIENT TO RUN ELECTRICAL CONDUIT TO MONUMENT SITE

EXHIBIT C - EXAMPLE MONUMENT SIGN

painted/print aluminum panel

routed 1/16” down,

routed 1/16” down,

9' x 5' = 45 square feet display

132”
108”
105”
96”
8”
10”
7”
96”
60”
52”
3-4’

A NEXT CHAPTER
DUPONT
MEADOWS
NEIGHBORHOOD

GRADE

posts go into concrete footer

4” Aluminum Post Structure, Painted

Aluminum Panels with routed details digitally printed wood grain and “a next chapter...”

1/2”thk FCO Dupont Meadows

Panels mounted to 4” vertical supports

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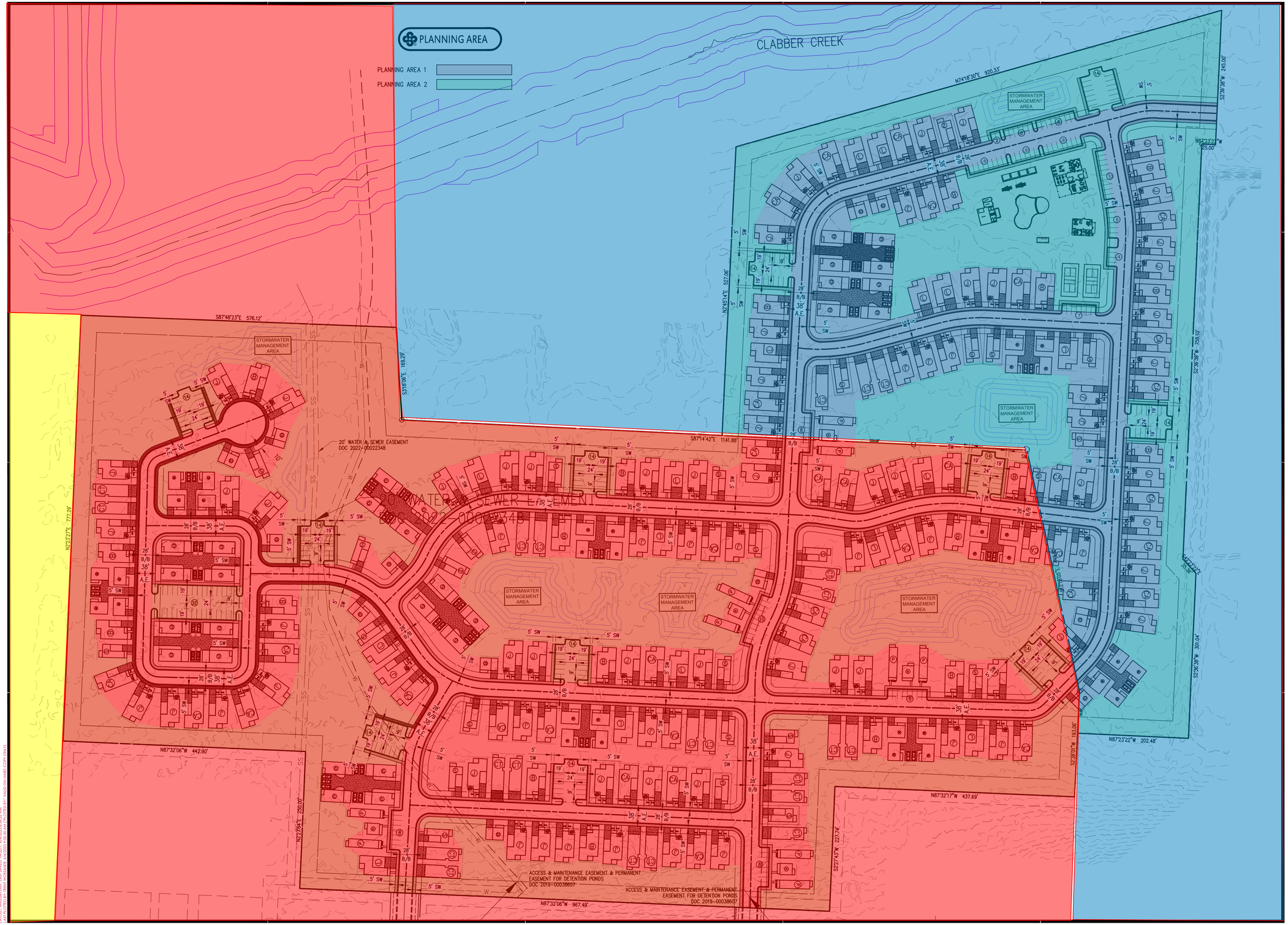
Vicinity SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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SIGNATURE DATE



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Fayetteville, Arkansas 72701
Crafton Tull
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479.636.4838 t

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CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

- Existing CPZD Zoning
- Existing RSF-1 Zoning
- Existing RSF-4 Zoning

No.	Description	Date

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ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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EXHIBIT C MASTERPLAN

2 OF 2

DRAWING: \\EIGHTFORMS.COM\LES\2530\700_NEXTCHAPTER_UNDERWOOD\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: MASTER PLAN - 24X36 ARCH D | XREF: 442023A.DWG, 442023A-PROJECTED.DWG | BY: YVALD ON HARD COPY ONLY
PLOTTED: 06/05/2025 - 4:42:23 PM | PLOTTED BY: YVALD ON HARD COPY ONLY

Public Comment
PZD-2025-0003

From: Masters, Jessica
Sent: Monday, August 11, 2025 4:15 PM
To: Steve Forsgren <sforsgren@forsgreninc.com>; Planning Shared <planning@fayetteville-ar.gov>
Cc: Bland, Justin <jbland@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

Good afternoon,

Apologies for the delay in response. Thank you for submitting public comment regarding PZD-2025-0003. Staff has received your email, and it will be forwarded to the Planning Commission for their consideration. They will be reviewing this item at their hearing scheduled for 5:30 PM tonight, August 11.

Members of the public are invited to attend either in-person in room 219 in City Hall, or virtually through zoom. Information about how to attend via zoom can be found at this link: https://www.fayetteville-ar.gov/3949/Zoom-Meeting-Instructions

As far as your question, it is currently our understanding that the applicant is proposing for the connection to Deane Solomon to be done with the project. This will provide a second point of access for the project which should lessen the impact on Emil Drive. A more in depth review of traffic would be performed with the entitlement submittal.

Thank you,

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube



From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Monday, August 11, 2025 3:37 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

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.

I never received any response for this.

Thanks,

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Friday, August 1, 2025 9:56 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

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 main concern would be the addition traffic being generated in an area that at peak times is already stressed along Deane Solomon Road, especially near W Emil & N Shiloh. I read that they are planning to dedicate ROW for a connection to Deane Solomon to the east. Will that connection be constructed as a part of the development or will that be done later?

Thanks,

Public Comment
PZD-2025-0003

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

From: Planning Shared <planning@fayetteville-ar.gov>
Sent: Monday, July 28, 2025 3:33 PM
To: Planning Shared <planning@fayetteville-ar.gov>; Steve Forsgren <sforsgren@forsgreninc.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

Please see their attached submittal document.

https://www.dropbox.com/scl/fo/jdxfxcej3fu2e64ihjgih/ABUqk7AQg-07LhnyWPSc11k?rlkey=wg0cgnme1w8565fcx3fo6pmxv&st=859cvss4&dl=0

Feel free to contact me if you need anything else.

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Monday, July 28, 2025 3:14 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Underwood/KTB Limited Partnership

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.

I received a notice in the mail regarding an item on the 8/11/25 planning commission meeting regarding a residential PZD applied for by Trent Woessner with Crafton-Tull. We own a house in the area and would like to review any information on the proposed PZD/development that you can provide.

Thanks,

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

3000 North 23rd Street

Fort Smith, AR 72904

Office 479.782.1061

Cell 479.353.0504

sforsgren@forsgreninc.com

www.forsgreninc.com

-----Original Message-----

From: MARYE HUCKINS <mjh4ent@aol.com>

Sent: Monday, August 11, 2025 11:34 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Project Proposal : 2569-2551 N. Raven Lane

Public Comment
PZD-2025-0003

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, This is regarding the Project Proposal of a PZD at 2569-2551 N. Raven Lane at Crystal Springs Village . My name is Marye Huckins (and James Huckins). We bought and live at 2994 W. Azurite St. which borders and faces the proposed development of the Craig and Laura Underwood Revocable Trust : KTB limited partnership.

We were told when we bought our retirement home here that said property would not be developed as a housing development, but would stay a Green Space with walking trails. That is the reason we chose this beautiful peaceful spot to live.

We believe that the development will not only bring down the value of our home and other homes in the neighborhood , but it will destroy the Habitat and Environment that is home to many species of birds , including Painted Buntings, Indigo Buntings, Gold Finches, Cardinals, Wrens, kildeer, Hummingbirds and many others. Geese, Ducks and Deer come to use the ponds that border it on the west end. A housing Development would destroy the beautiful trees , green space and their Environment and Habitat.

PLEASE CONSIDER REZONING this as an EXTENSION of the old Razorback Golf Course City Park with walking trails. If not ALL, AT LEAST the west section of this property next to the ponds, to be used as a Green Space Habitat. . Thank you for your sincere consideration ! Sincerely, James and Marye Jones-Huckins

2994 W. Azurite St. Fayetteville, Ar. 72704 (Crystal Springs Village. 479-530-3218.

Sent from my iPhone

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of _____ , 2025, by and between _____, a _____("Grantor") and the CITY OF FAYETTEVILLE, ARKANSAS, [a municipal corporation] ("~~CityCity~~City").

WHEREAS, Grantor is the owner of certain property located in Washington County, Arkansas, Parcel ID Numbers 765-16658-050 and 765-16658-022, as more particularly described on **EXHIBIT A** attached hereto (the "Property"); and

WHEREAS, Grantor intends to construct on the Property a housing development consisting of detached units (the "Project"), which will include certain roadways and walkways across the Property that will provide vehicular and pedestrian ingress and egress between, through, across the property (the "Improvements"), as generally depicted on **EXHIBIT B** attached hereto and more particularly described on **EXHIBIT C**[1] attached hereto (the "Access Easement Areas"); and

WHEREAS, Grantor desires to grant to City a nonexclusive easement for public access on, across and through the Access Easement Areas;

NOW, THEREFORE, in consideration of the above recitals, the Grantor and City agree as follows:

1. Grant. Subject to the limitations set forth in Paragraph 4 and all terms of this Agreement, Grantor hereby grants to City a nonexclusive easement (the "Easement") upon and across the Access Easement Areas for public access for vehicular and pedestrian ingress and egress purposes~~; provided, however, that the public access granted herein shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor~~. The right of City and the public to use the Access Easement Areas shall not extend to uses inconsistent with Grantor's use and operation of the Property such as loitering~~, vendor or commercial activities~~ or other types of uses that may constitute public or private nuisance or uses prohibited by the Rules and Regulations (as defined below) or inconsistent with any restrictions, covenants and easements of record. Grantor reserves the exclusive right to grant to third parties additional nonexclusive easements or rights within the Access Easement Areas, including, without limitation, for access, recreational purposes and utilities, provided such uses do not unreasonably interfere with the use of the Easement.

2. Construction and Maintenance. Grantor shall construct the Improvements as part of its construction of the Project. Upon completion of construction of the Improvements, City, on behalf of itself and members of the public, hereby accepts the Access Easement Area in its as-is, where-is condition and with all faults. City shall not be responsible for operating or maintaining the Improvements or the Access Easement Areas. ~~Subject to compliance with applicable zoning ordinances, Grantor shall have the right, from time to time and at any time, to place or install amenities on the Access Easement Areas consistent with the use of the Access Easement Areas as set forth herein, at Grantor's sole discretion, and Grantor shall have the right to remove the same at any time and from time to time.~~ Grantor shall at all times maintain the Easement Area in a good, safe, and clean condition~~.~~, which shall be at least consistent with the condition of the public right of ways owned and maintained by the City, and in accordance with all applicable laws, rules, and regulations. If Grantor fails to perform such maintenance and such failure continues for sixty (60) days after written notice from City specifying the

[1] NTD: To be revised depending on whether there will be a separate legal description for the Access Easement Areas.

~~4919-3620-2334.3~~4919-3620-2334.4

Blake Pennington [BP1] August 14, 2025 08:49 AM
~~This would prevent an ice cream truck from driving down that unless they had express permission.~~

Blake Pennington [BP2] August 14, 2025 08:49 AM
How do they monitor and enforce this?

Duran, Samantha [SD3] August 21, 2025 09:32 AM
This depends on the circumstance. If someone was loitering or otherwise causing a nuisance then Next Chapter would look to the police to enforce in accordance with the police's typical procedures. If someone was parking in a non-parking area, then Next Chapter would like the ability to boot or tow the car as needed. The intent of this language is to clarify that the easement granted has some appropriate limits so that if a person's car was towed (for example) that person could not point to the easement and state that, as a member of the public, they have the right to park anywhere.

Blake Pennington [BP4] August 14, 2025 08:50 AM
~~What does this mean?~~

Blake Pennington [BP5] August 14, 2025 08:51 AM
Would like to have Public Works look at this language and see how they would interpret this standard.

Duran, Samantha [SD6] August 21, 2025 09:39 AM
Understood. Please feel free to propose any language Public Works feels is appropriate. As the owner and operator of the community, Next Chapter has every incentive to ensure that the roads are well maintained.

Blake Pennington [BP7] August 14, 2025 08:50 AM
Are there rules or regulations on private streets? The only thing I can think of is that we add regulations as conditions to the MSP amendment and PZD.

Duran, Samantha [SD8] August 21, 2025 09:38 AM
That would be acceptable.

nature of the failure or such additional period of time as is necessary so long as Grantor has commenced the cure of such failure within such 60 day period and is diligently pursuing such cure to completion (the "Notice Period"), then City shall have the right, but not the obligation, to perform such required maintenance or repair ("Step-In Rights") and any reasonable costs and expenses incurred by City in exercising its Step-In Rights shall be reimbursed by Grantor to City within sixty (60) days following Grantor's receipt of an invoice and reasonable documentation of such costs. Failure by Grantor to so reimburse shall constitute a material default under this Agreement. If Grantor and the City are unable to agree upon reasonable costs and expenses, then the matter shall be submitted to a third-party engineer for determination whose decision shall be final. The third-party engineer shall be selected by the mutual agreement of both Grantor and the City and shall be paid for by Grantor.

Blake Pennington [BP9] August 14, 2025 08:52 AM
This could just lead to a fight over what is reasonable. And if they fail to make the payment it would require litigation.

Duran, Samantha [SD10] August 21, 2025 09:46 AM
We addressed by having any disputes mediated by a third party engineer paid for by Next Chapter.

3. Public Rights. Grantor shall, at all times, make the Access Easement Areas available for use by members of the public, except for such times as the Access Easement Areas or any portion thereof must be temporarily closed for maintenance or repair, to protect against unsafe conditions (including, without limitation accumulation of snow or ice) or to avoid the acquisition of adverse or prescriptive rights. If the Access Easement Area needs to be closed to protect against unsafe conditions, Grantor will use commercially reasonable efforts to remove or remedy the unsafe condition and restore public access consistent with other roadways, sidewalks and walkways within the Project. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the Access Easement Areas in order to prevent the acquisition of any adverse or prescriptive rights by members of the public or other users. Grantor will place appropriate signage indicating closure in advance of such closure, if planned, otherwise immediately upon closure, indicating the duration of such closure, if known, and such signage shall remain in place throughout the closure. In the event of planned closures for maintenance/repair or to prevent the acquisition of adverse or prescriptive rights, Grantor shall also notify the City in writing and shall ensure the notice is delivered to the City at least 3 days prior to the planned closure.

4. Rules and Regulations. The City shall, at all time, have the right to enforce all traffic laws, rules and regulations in and upon the Access Easement Area in accordance with and to the extent permitted by law, including without limitation, AR Code § 27-51-104 (2024). Grantor shall have the right to promulgate and enforce reasonable rules and regulations (the "Rules and Regulations") regarding the use of the Access Easement Areas by the public and shall have the right to enforce such Rules and Regulations in accordance with all applicable laws and governmental rules and regulations, provided such Rules and Regulations have been approved by City, which approval shall not be unreasonably withheld.

Blake Pennington [BP11] August 14, 2025 09:00 AM
What is the enforcement mechanism?

Duran, Samantha [SD12] August 21, 2025 09:49 AM
As discussed above, it depends on the circumstance. If someone was loitering or otherwise causing a nuisance then Next Chapter would look to the police to enforce in accordance with the police's typical procedures. If someone was parking in a non-parking area, then Next Chapter would like the ability to boot or tow the car as needed.

5. Alterations. Grantor shall be permitted to make alterations to the Access Easement Areas. City shall not make any alterations or modifications to the Access Easement Areas without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

6. Run with the Land. City may not assign this Agreement or any of the rights granted hereunder without the prior written consent of Grantor. This Agreement shall run with the Property and shall be binding on Grantor and its respective heirs, successors and assigns.

7. Amendment. This Agreement may be amended only by a written instrument executed by both City and Grantor.

8. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

9. No Joint Venture. No provision hereof shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

10. Notice. Any notice required under this Agreement shall be in writing, addressed to the appropriate party by first class U.S. Mail or electronic mail at the following addresses:

CITY OF FAYETTEVILLE
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701

GRANTOR
Attn: _____
Address 1
Address 2

[Signature Page Follows]

In Witness Whereof, the Grantor and City have hereunto set their hands and seals on this ____ day of _____, 2025.

GRANTOR:

_____,
a _____

By: _____
Its: _____

By: _____
Its: _____

By:_____
_____, _____

STATE OF _____)
)ss.
_____ COUNTY)

This instrument was acknowledged before me on _____ , 2025 by _____, the _____ of _____, the _____ of _____, the _____ of _____.

_____
Notary Public, State of Arkansas
My commission: _____

This document was drafted by:

_____, Esq.
_____
_____
_____

CITY:

CITY OF FAYETTEVILLE, ARKANSAS,
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: [City Clerk]

Approved as to form and execution:

_____
Name:
Title: [City Attorney]

STATE OF ARKANSAS)
)ss.
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____ , 2025.

_____
Notary Public, State of Arkansas
My commission: _____

LIST OF EXHIBITS

EXHIBIT A: Legal Description of the Property

EXHIBIT B: Depiction of the Access Easement Areas

EXHIBIT C: Legal Description of the Access Easement Areas

EXHIBIT A

Legal Description of the Property

Part of the Southeast Quarter (SE¼) of Section 32, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 32; thence North 02°23'27" East 1381.39 feet to the point of beginning; thence North 02°23'27" East a distance of 777.29 feet; thence South 87°48'23" East a distance of 576.11 feet; thence South 03°18'06" East a distance of 169.29 feet; thence South 87°14'42" East a distance of 1141.88 feet; thence South 12°18'05" East a distance of 449.85 feet; thence South 02°38'01" West a distance of 193.06 feet; thence North 87°32'17" West a distance of 437.69 feet; thence South 02°27'43" West 227.74 feet; thence North 87°32'06" West a distance of 967.49 feet; thence North 02°27'54" East a distance of 250.00 feet; thence North 87°32'06" West a distance of 442.90 feet to the point of beginning. Containing 33.31 acres, more or less. Subject to any easements of record or fact.

Part of the NW 1/4 of the SE 1/4 of Section 32, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at the SE corner of Section 32; thence North 87°16'59" West a distance of 782.21 feet to the East line of Crystal Springs Subdivision; thence along said line North 02°38'01" East a distance of 1483.34 feet to the point of beginning; thence North 02°38'01" East a distance of 76.97 feet; thence North 12°18'05" West a distance of 449.85 feet; thence North 87°14'42" West a distance of 556.89 feet; thence North 02°45'14" East a distance of 527.06 feet; thence North 74°18'30" East a distance of 920.33 feet; thence South 02°36'38" West a distance of 245.00 feet; thence North 87°23'22" West a distance of 25.00 feet; thence South 02°36'38" West a distance of 758.10 feet; thence South 42°23'22" East a distance of 35.36 feet; thence South 02°36'38" West a distance of 301.04 feet; thence North 87°23'22" West a distance of 202.48 feet to the point of beginning, containing 16.01 acres, more or less and subject to any easement of record or fact. Also known as Lot 4 as shown on Plat Record 024A-00000298.

EXHIBIT B

Depiction of the Access Easement Areas

[See attached]

EXHIBIT C

Legal Description of the Access Easement Areas

[See attached]

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 8/21/2025 10:30:13 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Fayetteville (Underwood and KTB) - Public Access Easement - bp8.14.25 (003).docx	
Modified DMS: nd://4919-3620-2334/4/Fayetteville (Underwood and KTB) - Public Access Easement.docx	
Changes:	
Add	11
~~Delete~~	10
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	21

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 7, 2025

TO: Mayor; Fayetteville City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessie Masters, Planning Director

DATE: September 25, 2025

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285):** Submitted by CRAFTON TULL for property located on N. RAVEN LN. in WARD 4. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

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', and with the following updated conditions of approval:

- Removal of section "A) Zoning Reversion" from the Planned Zoning District booklet.
- Approval of the Planned Zoning District does not constitute approval of any associated development, nor does it constitute approval for any variances to street standards, design standards, or otherwise.

UPDATE:
Following the Planning Commission's August 25, 2025 forwarding of the request to City Council with a recommendation of approval, the applicant revised the Planned Zoning District (PZD) booklet to address the condition of approval that connectivity be maintained through the property as a public street. As a result of this revision the two proposed planning areas were revised in acreage, but not in proposed use as described below:

- **Planning Area #1 (Residential Single-Family) – 27.50 acres:** This area will be developed with residential single-family homes at a maximum density of 7 units per acre.

- **Planning Area #2 (Open Space and Amenities) – 21.70 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

In addition to a revised PZD booklet, the applicant provided a narrative letter of revisions, a traffic impact analysis, and an exhibit indicating the proposed public street. Staff's recommendation of approval remains, with associated findings as follows:

Land Use Compatibility: Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #8, 2266 W. Deane Street)
- Near Sewer Main (10-inch along west side of site)
- Near Water Main (8-inch along west side of site
- Near Public School (Holcomb Elementary)
- Near City Park (Underwood Park)
- Near Paved Trail (Clabber Creek Trail)

DISCUSSION:

At the August 25, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 6-0-1 (Commissioner Cabe recused). The vote was preceded by another item, where the applicant requested to amend the master street plan in the area to provide a private street where a public one would be required. The request to modify the master street plan was ultimately denied by the Planning Commission with a vote of 3-3-1 (Commissioners Werner, Gulley, and Garlock were opposed, and Commissioner Cabe recused). Planning staff recommended denial of that request, finding that public streets generally were preferrable to private streets from a maintenance, enforcement, and access standpoint. Both items had previously been heard at the August 11, 2025 Planning Commission meeting and tabled, and in the interim, the applicant provided updated access easement language that was vetted by the City Attorney's office. While finding that the potential easement was legally defensible, the City Attorney's office also commented on the complexity of managing such an

agreement in perpetuity. While three commissioners voted in favor of the master street plan amendment, those same commissioners ultimately voted in favor of the PZD, with all conditions as recommended by staff. As far as the Planned Zoning District itself, staff and the Commission found that it was compatible from the size, scale, density, and use perspective to the surrounding neighborhoods. One member of the public (the current property owner) spoke in favor of the request.

In the intervening time between Planning Commission and City Council, the applicant has produced an updated PZD booklet that meets one of the conditions of approval that the Planning Commission set forth, which was to provide a public right-of-way that connected to the subdivision to the south and ultimately through to the northeast. This condition satisfies this condition of approval that was recommended by the Planning Commission; staff recommends now another to indicate that approval of this Planned Zoning District does not constitute approval of the overall development.

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

September 18, 2025

Development Services Department
125 W Mountain St
Fayetteville, AR 72701

RE: Next Chapter PZD Revision Letter PZD-2025-0003
CTA Job No. 25301700

Dear Mr. Curth & City Councilmembers,

Please let this letter serve as a summary of the revisions to the Next Chapter PZD-2025-0003. We incorporated the public streets onto the site, according to the Planning Commission's condition of approval. All these changes below are an effect of the public street revision.

1. Exhibit B
   a. Planning Area 1 increased from 26.84 acres to 27.50 acres. And, Planning Area 2 decreased from 22.36 acres to 21.70 acres. The additional acreage was added to Planning Area 1 because the public street section is wider than the private street section.
   b. Roadways connecting to Crystal Springs subdivision and along the roadway that leaves the site on the northeast corner to eventually connect to Deane Solomon. See the 52' R/W labels on these streets, indicating the public road width per MSP for a residential link.
   c. Previously the only property lines to measure setbacks from on site were the perimeter property lines to adjacent properties, which all have a 30' setback. Now that there's public right of way lines to measure setbacks from on the interior of the site, see revisions to the setbacks for Planning Area 1 adjusted as follows:
      i. Front setback reduced to 10' (to allow for units fronting public right-of-way to remain as located).
      ii. Side setback where adjacent to R/W adjusted to 10'. (Only a couple units whose side setback is next to public right-of-way, adjusted to allow those units to remain where located.
2. PZD Booklet:
   a. Zoning Chart Planning Area 1
      i. Max density increased to 7 units/ac. Previously our max was 6 units/ac. Because right of way land was added to the site, this reduced the total amount of residential land to be available for the units. The denominator of the density count got smaller, but the numerator (number of units) stayed the same. This caused our density to be between 6 and 7 units/ac. Therefore, incase staff interprets unified development code that density calculation has to exclude public right of way land, then we are still covered.
      ii. Front and side setbacks, as discussed above.
   b. Language throughout PZD that discussed street layout and roads was revised to mention that we have two public streets on site now.
   c. Some of the language arguing in favor of the private roads, in the beginning of the booklet, was removed because we don't need to sell the private roads as much since we agreed to meet planning commission's condition of approval.

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

If you have any questions or concerns, I'm happy to discuss them with you over the phone at 479-878-2475 or via email at trent.woessner@craftontull.com. Sincerely,

_____Trent Woessner, P.E., Civil Project Engineer

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

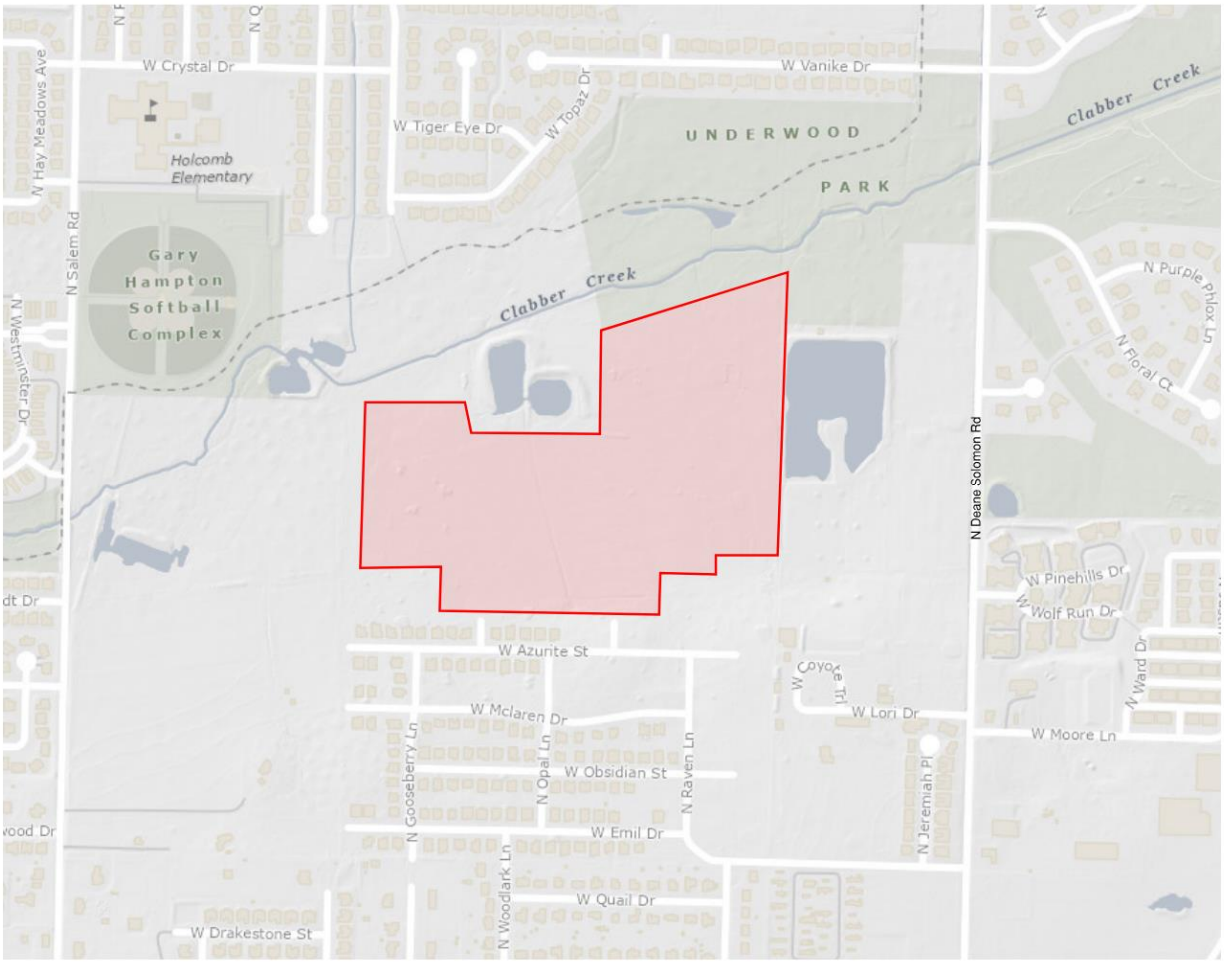
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A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots for each unit. However, due to the required, new, public roads bisecting the site, three new resulting parcels will be created. Each parcel will be owned by Next Chapter Holdings, LLC, or a subsidiary of. The PZD herein sets a density

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requirement of 7 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal private and public streets.. The two public streets will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) to the south and one neighborhood link street (N Deane Solomon Rd) to the northeast. The two public streets will conform to page 142 of the 2040 MSP Modified Residential Link section. Additional modifications to the Residential Link section to remove the required parking lanes have also been utilized. Please see Exhibit C for the proposed typical sections for public and private streets.

Public Right-of-way is only dedicated on two streets, as requested by City planning staff's condition of PZD approval. See Exhibits B & C for the location of the two public streets on site.

As requested by City planning staff, Next Chapter has agreed to provide two public streets on the site.

The public streets will completely conform to the City Minimum Street Standards, 2020 edition. In addition to the public connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through the Next Chapter development site in the form of public residential links. No alleys are proposed.

The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments.

Each unit will be front-loaded, and a vast majority of all units will have their own garage (90% or more). There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements

A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas

There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property. The 30ft perimeter setback also provides a vegetative buffer around the entire site.

4) Tree Preservation Areas

Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage

Stormwater facilities will likely include multiple detention ponds to be provided within the development, located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds to the north. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas

The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private and public streets, parking pods, and uses where single family structures are proposed. This area will have a front separation or setback where the garage façade of the residential units shall be at least 19' from the back of sidewalk for the units that are fronting streets. The back of sidewalk represents the City right-of-way on public roads and also the public access & utility easement on private roads.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 8: Single-family dwellings
Unit 9: Two-Family Dwellings
Unit 10: Three (3) and Four (4) family dwellings
Unit 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

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Unit 4: Cultural and recreational facilities
Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 7 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	10’
Side Setback adjacent to Public Right-of-Way	5'	5'	10'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	7 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
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.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.

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Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

*All front setbacks are from the public right-of-way. All rear and side setbacks are from the perimeter property line for each of the three proposed parcels, except for a few units whose side abuts public-right-of way, as shown with 10' side setback adjacent to right-of-way in the table above. A 30' building setback around the entire perimeter of the property is included.

Please see the additional table below which compares the physical unit separations to the existing zoning's setbacks. Also, the proposed residential envelope's minimum width & area are compared to the existing zoning's minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from (except for the public right-of-way lines)– therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site's internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	10 (to outside edge of sidewalk)
Min. Side Separation	5' setback (10' between buildings)	5' setback (10' between buildings)	5' setback (10' between buildings)
Min. Rear Separation	15'	15'	10'

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
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.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The existing 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70'. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer's desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 7 units/acre over the entire property in question will result in the reduction of 243 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32' wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10' minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could've been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 7 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 7 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 7 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 321 units – or a reduction of 197 units.

This development will have public street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also have a public connection to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.

All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

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Goal 2: We will discourage suburban sprawl.
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access & utility easements dedicated over them will meet that plan for the following reasons:

1. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
2. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

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M) Traffic Study

A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future*".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development, and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The private internal streets will be privately owned & maintained The public internal streets will conform to the typical section requirements for a Residential Link. Also, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

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3) Parking Standards:
Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link private & public streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the private streets will generally conform to the City Minimum Street Standards, 2020 edition, whereas the public streets will completely conform. The private streets will be privately owned & maintained. Please see Exhibit C for the proposed residential link public & private typical sections. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

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11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32; THENCE N87°16'59"W 782.21 FEET;

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THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

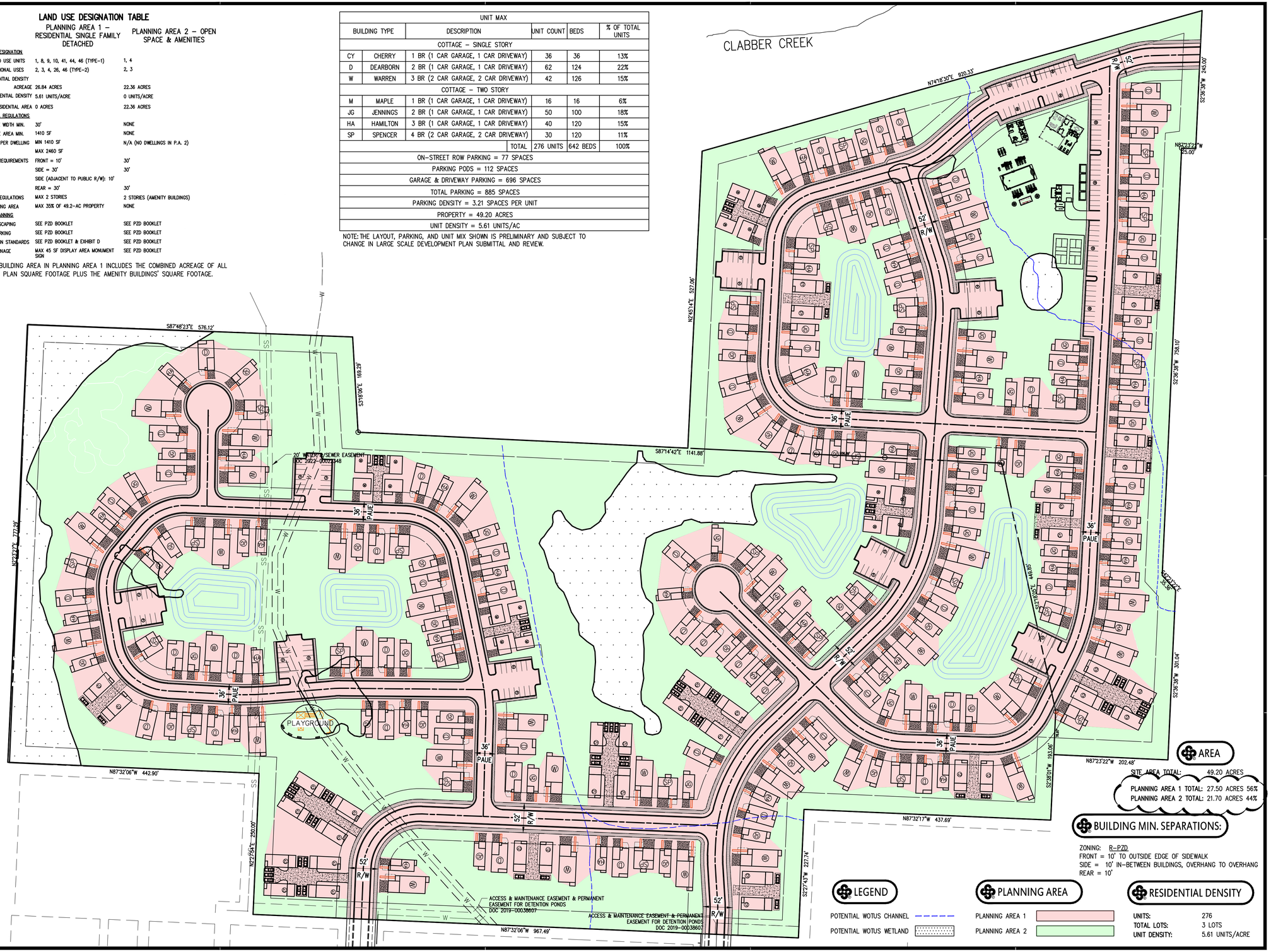
LAND USE DESIGNATION TABLE

LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 10'	30'
	SIDE = 30'	30'
	SIDE (ADJACENT TO PUBLIC R/W): 10'	
	REAR = 30'	30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL: 49.20 ACRES

PLANNING AREA 1 TOTAL: 27.50 ACRES 56%

PLANNING AREA 2 TOTAL: 21.70 ACRES 44%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 10' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL

POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1

PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS: 276
TOTAL LOTS: 3 LOTS
UNIT DENSITY: 5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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

REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION

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EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDITFORVIX_LOGFILES\25301700_MISTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT B FOR PZD.DWG
LATEST CHANGE: 6/3/2025 BY: STACKHOUSE, ANDREW (ASTACKHOUSE) PHOTO: 25301700_EXISTING PHOTO.JPG
PLOT: 6/3/2025 1:08:28 PM BY: STACKHOUSE, ANDREW (ASTACKHOUSE) PHOTO: 25301700_EXISTING PHOTO.JPG

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
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Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

TRAFFIC IMPACT ANALYSIS

Underwood Property

Fayetteville, Arkansas

Prepared for:

Next Chapter Neighborhoods

June 2025

Prepared by:

Traffic Engineering Consultants, Inc.

CERTIFICATE OF AUTHORIZATION
TRAFFIC ENGINEERING CONSULTANTS, INC.
No. 194
ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 13621
NATHAN LEE BECKNELL

6 / 8 / 2025

1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a traffic impact analysis (TIA) for a proposed multi-family residential development to be located in Fayetteville, Arkansas. The study was requested to determine the effects the proposed development would have on the adjacent street system, to review the available access to the development and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

2.0 BACKGROUND

2.1 PROPOSED DEVELOPMENT

The site of the proposed development is located on the former Razorback golf course south of Clabber Creek, as shown in **Figure 1**. The proposed development consists of 276 multi-family residential dwelling units, as shown on the site plan in **Figure 2**. Access to the new development is proposed via connections to the neighborhood directly to the south. This traffic would access the City's street system via Emil Drive at Deane Solomon Road and Woodlark Lane and Raven Lane at Mt Comfort Road. A future connection to Deane Solomon Road north of Emil Drive may be constructed when the property east of the site is developed.

Mt Comfort Road is a four-lane east/west regional link with a posted speed limit of 40 miles per hour (mph). Deane Solomon Road is a two-lane north/south neighborhood link with a posted speed limit of 35 mph. Emil Drive is a two-lane east/west local roadway that extends for approximately 1,200 feet west of Deane Solomon Road with a statutory speed limit of 20 mph. N Shiloh Drive is a two-lane north/south neighborhood link with a statutory speed limit of 20 mph in this area. Woodlark Lane and Raven Lane are two-lane north/south local roadways with statutory speed limits of 20 mph.

The intersection of Mt Comfort Road and N Shiloh Drive is signalized with protected-plus-permissive phasing for all left turns. The eastbound and westbound approaches include an exclusive left turn lane and two through lanes with a shared right turn lane. The northbound and southbound approaches include an exclusive left turn lane and one through lane with shared right turn lane.

The intersection of Deane Solomon Road and N Shiloh Drive is unsignalized with stop control at the southbound approach. The northbound approach is a driveway for the auto dealership. The eastbound



FIGURE 1. Project Location Map
Underwood Property
Fayetteville, Arkansas

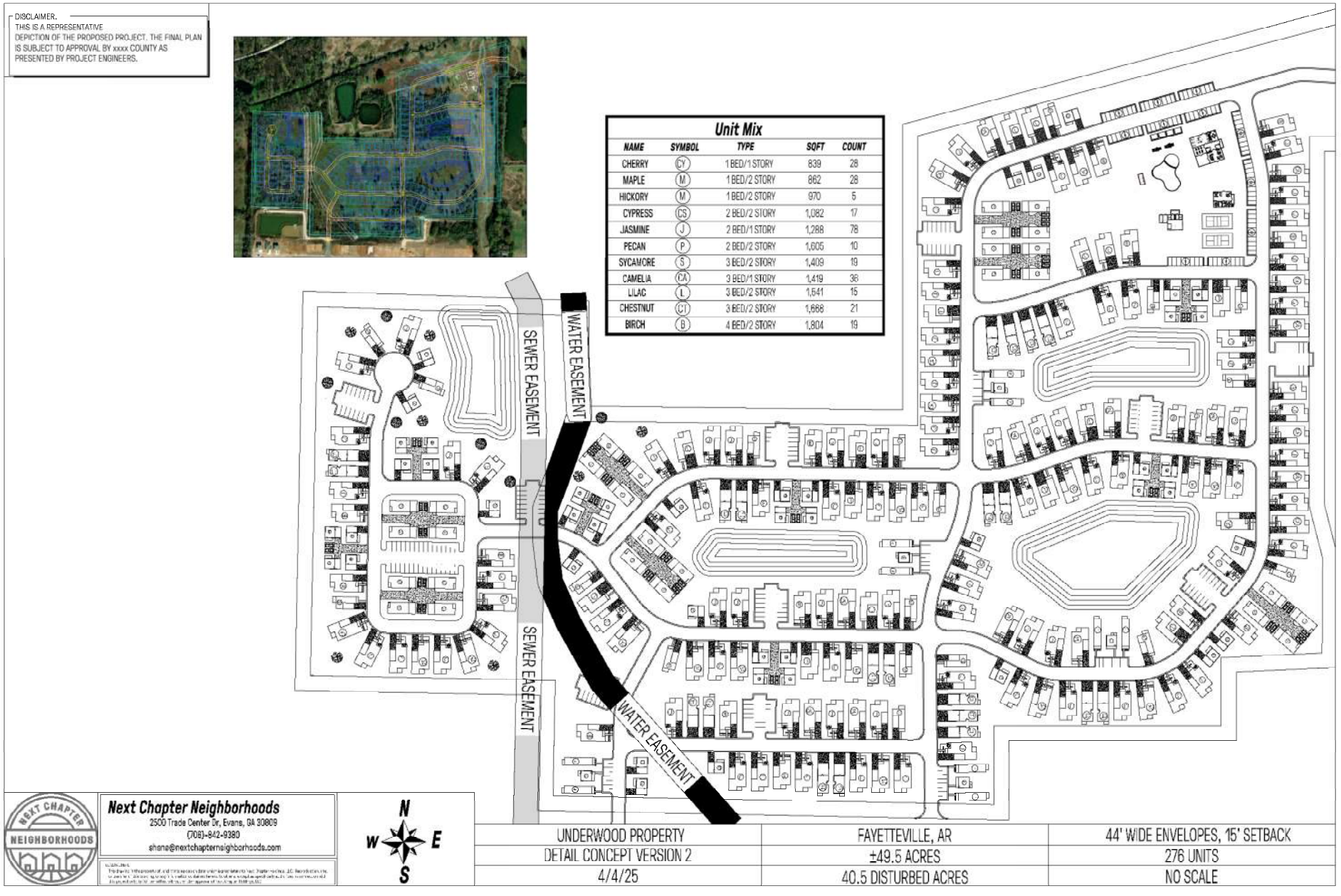


FIGURE 2. Proposed Site Plan
Underwood Property
Fayetteville, Arkansas

and westbound approaches include an exclusive left turn lane and one through lane with shared right turn lane. The southbound approach is a single shared left turn/through/right turn lane. The northbound driveway approach is an exclusive left turn lane and one through lane with shared right turn lane.

The intersection of Emil Drive and Deane Solomon Road is unsignalized with stop control at the eastbound approach. The westbound approach is a driveway for a church. All approaches include a single shared left turn/through/right turn lane.

The intersection of Woodlark Lane and Mt Comfort Road is unsignalized with stop control at the northbound and southbound approaches. The eastbound and westbound approaches include two through lanes with shared left and right turn lanes. The northbound approach includes a single shared left turn/through/right turn lane. The southbound approach includes an exclusive left turn lane and one through lane with shared right turn lane.

The t-intersection of Raven Lane and Mt Comfort Road is unsignalized with stop control at the southbound approach. The eastbound and westbound approaches include two through lanes with shared left and right turn lanes. The southbound approach includes separate left and right turn lanes.

3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

Existing traffic volume data was collected at the study intersections in April 2025 while area schools were in session. Peak period turning movement data was collected at the study intersections of Mt Comfort Road at Woodlark Lane, Raven Lane, and N Shiloh Drive, and at Deane Solomon Road at N Shiloh Drive and Emil Drive. Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday peak periods would represent a “worst-case scenario” with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. In order to collect counts while area schools were in session, traffic data was collected at study intersections on different days which resulted in traffic imbalances. The raw traffic data was adjusted to balance traffic across the study intersections. The balanced 2025 existing traffic is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

3.2 FUTURE BACKGROUND TRAFFIC

The 2025 existing traffic volumes were utilized to determine the background traffic for 2027. The 2027 year was selected as the future buildout year of the development. Considering the projected daily traffic volumes from the Northwest Arkansas Regional Planning Commission's *Travel Forecasting Model*, a 2.65% annual growth rate was utilized to project future traffic volumes in addition to the projected site traffic. The travel model locations and data is summarized in the appendix. There are no known planned or approved projects in the study area to be included in this scenario. The 2027 future background traffic is summarized in **Figure 4**.

4.0 PROJECTED TRAFFIC

4.1 PROPOSED DEVELOPMENT TRAFFIC

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types.

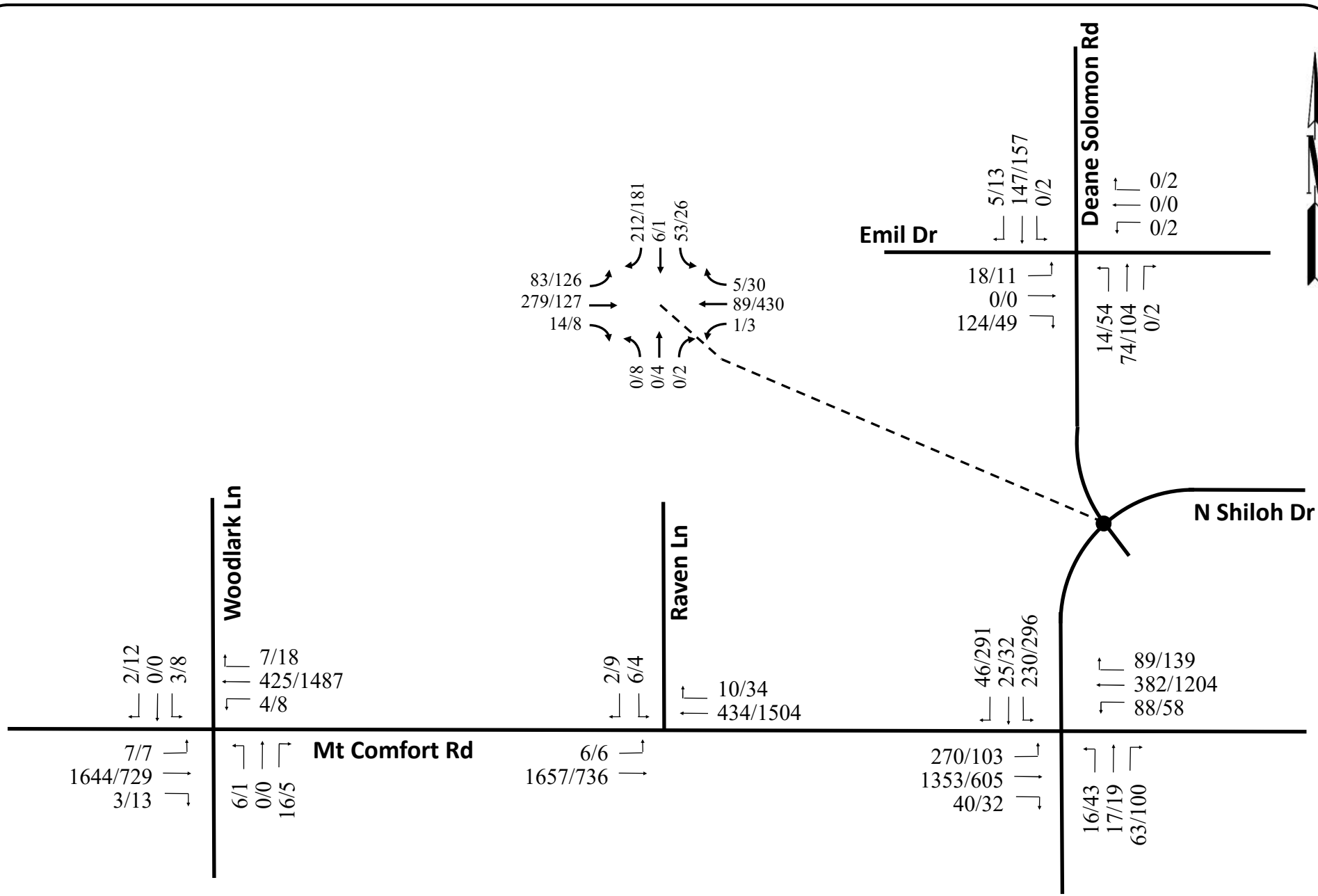
Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Multifamily Housing (Low-Rise)* category was selected to determine the trip generation for the proposed site. The resulting traffic volumes projected to be generated by the proposed site once fully constructed and occupied are indicated in **Table 1**.

TABLE 1

Projected Site Generated Trips

Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trips			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Trips (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Trips (vph)	
			Per Day	Per Peak Hour of Adjacent Street Traffic									
				One Hour Between 7am & 9am	One Hour Between 4pm & 6pm								
			(vpd)	(vph)	(vph)	IN	OUT	IN	OUT	IN	OUT	IN	OUT
Trip Rate*		(Dwelling Units)	6.68	0.39	0.50								
Multifamily Housing (Low-Rise)	220	276	1,844	108	139	24%	76%	26	82	63%	37%	88	51

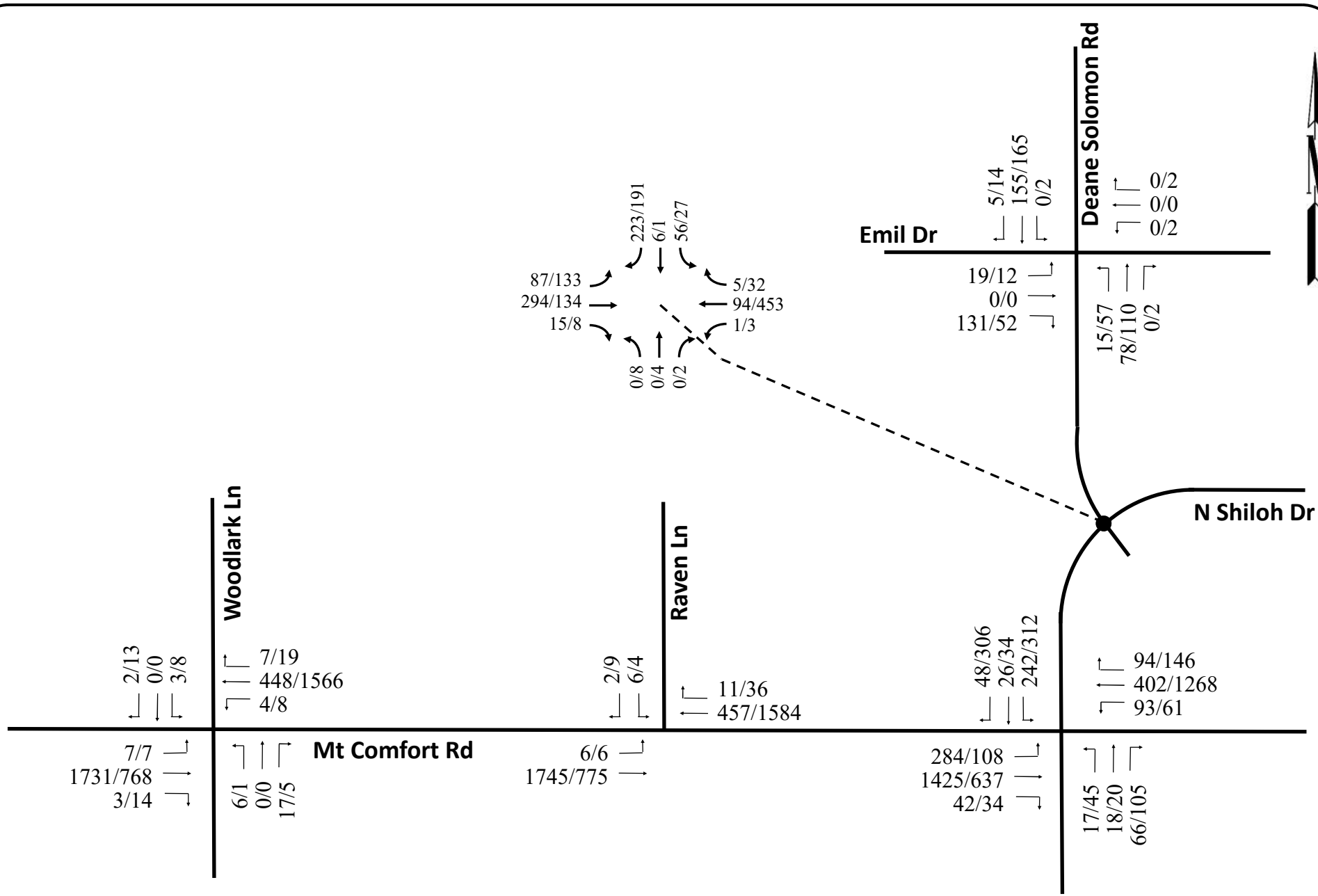
* Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.



LEGEND

XX/XX = Weekday A.M. / P.M.

FIGURE 3. 2025 Existing Traffic
Underwood Property
Fayetteville, Arkansas



LEGEND

XX/XX = Weekday A.M. / P.M.

FIGURE 4. 2027 Future Background Traffic
Underwood Property
Fayetteville, Arkansas

The proposed site would be expected to generate 1,844 vehicle trips per day with 26 entering and 82 exiting vehicles during the a.m. peak hour and 88 entering and 51 exiting vehicles during the p.m. peak hour.

4.2 DISTRIBUTION OF SITE GENERATED TRAFFIC

The traffic expected to be generated by the proposed site was then distributed at the adjacent study intersections for the a.m. and p.m. peak hours. The distribution of the proposed site traffic was based on the existing traffic patterns in the area which were obtained from the traffic data collected for this study. The directional distribution of the site generated traffic entering and exiting the proposed development is expected to be:

- 60% to/from Mt Comfort Road east of the site
- 25% to/from Mt Comfort Road west of the site
- 10% to/from Deane Solomon Road north of the site
- 5% to/from N Shiloh Drive east of the site

The traffic expected to be generated from the proposed site is summarized in **Figure 5**.

4.3 TOTAL TRAFFIC

The proposed site traffic was then added to the future background traffic for the 2027 design year. The 2027 total traffic (2027 future background traffic + proposed site traffic) for the study intersections and access points to the proposed site is summarized in **Figure 6**.

5.0 CAPACITY ANALYSIS

5.1 METHODOLOGY

The capacity analyses were conducted using *Synchro 12*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual.*

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed

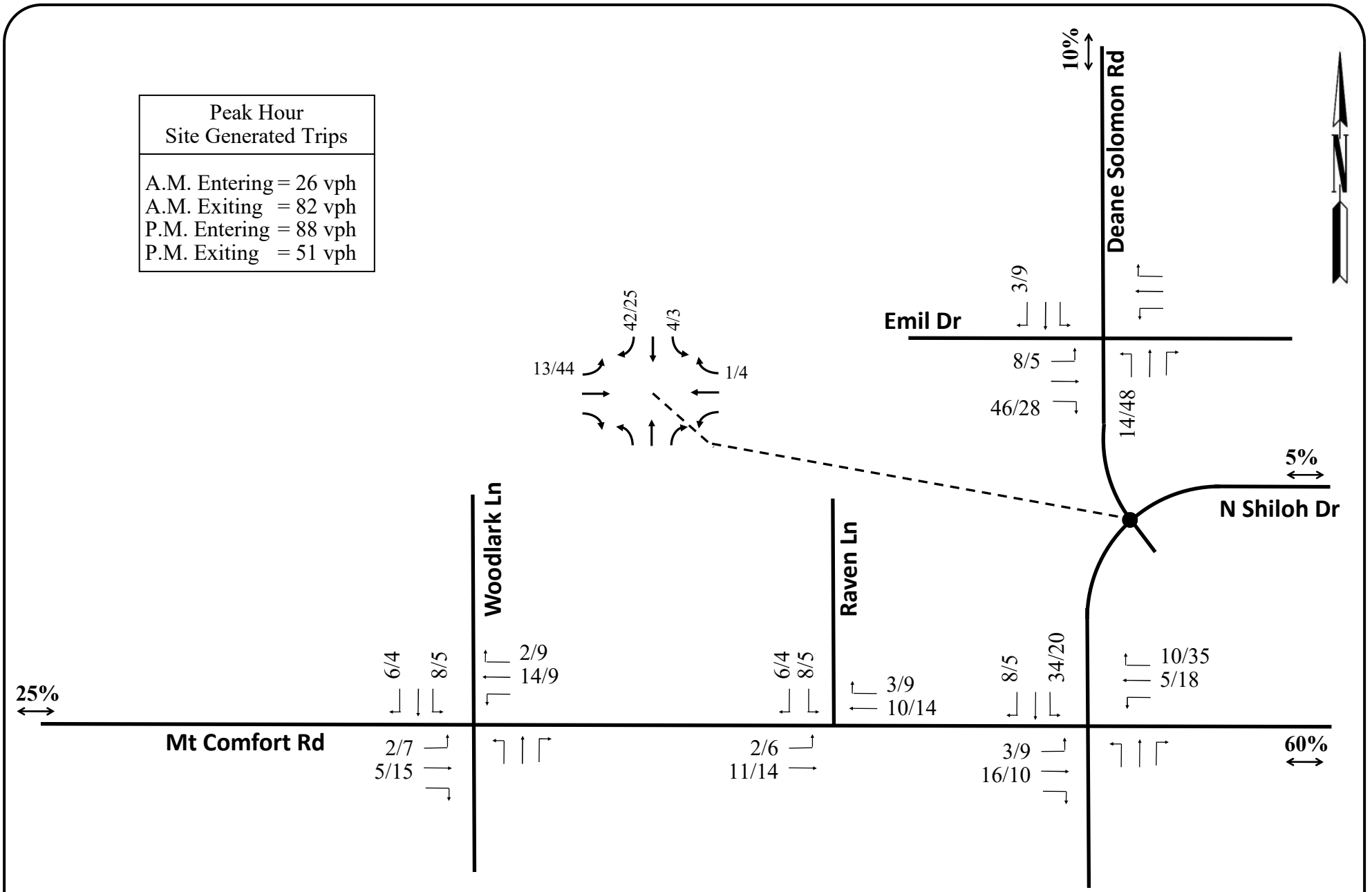
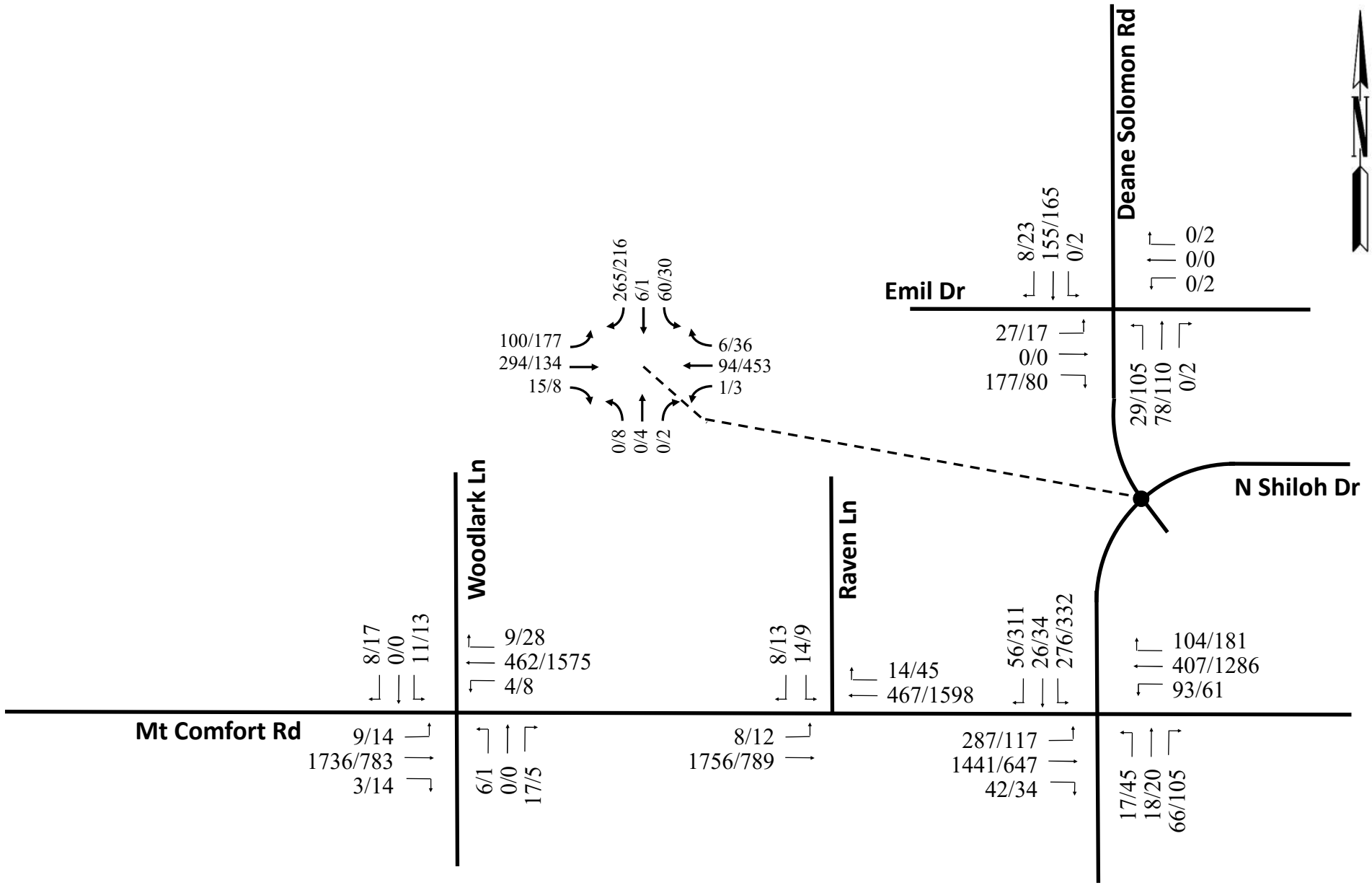


FIGURE 5. Proposed Site Trips
Underwood Property
Fayetteville, Arkansas



LEGEND

XX/XX = Weekday A.M. / P.M.

FIGURE 6. 2027 Total Traffic
Underwood Property
Fayetteville, Arkansas

operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from "A" to "F", with level-of-service "A" representing the best operating conditions and level-of-service "F" the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is directly related to the control delay value. The criteria for stop controlled or unsignalized intersections and roundabouts have different threshold values than do those for signalized intersections. The level-of-service criteria are summarized in **Table 2**. The *Highway Capacity Manual* considers an overall intersection level-of-service "D" or better and a critical approach (approach with the lowest level-of-service) level-of-service "E" or better to be acceptable level-of-service.

TABLE 2

Intersection Level-of-Service Criteria

Level-of-Service	Average Delay (seconds/vehicle)		Traffic Condition
	Unsignalized	Signalized	
A	≤ 10	≤ 10	Free Flow
B	> 10 - 15	> 10 - 20	Stable Flow (slight delays)
C	> 15 - 25	> 20 - 35	Stable Flow (acceptable delays)
D	> 25 - 35	> 35 - 55	Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 35 - 50	> 55 - 80	Unstable Flow (intolerable delay)
F	> 50	> 80	Forced Flow (congested and queues fail to clear)

5.2 SCENARIOS

Capacity analyses were conducted for the a.m. and p.m. peak hours at the study intersections. The intersections were analyzed and reviewed under the 2025 existing traffic, 2027 future background traffic, and 2027 total traffic. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

TABLE 3

Intersection Capacity Analysis Results

Intersection	Type of Traffic Control	AM Peak Hour						PM Peak Hour					
		Critical Approach				Intersection		Critical Approach				Intersection	
		Approach	Delay (sec/veh)	LOS	v/c* Ratio	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	v/c* Ratio	Delay (sec/veh)	LOS
2025 Existing Traffic													
Woodlark Lane and Mt Comfort Road	Unsignalized / N/S Stop	NB	59.24	F	0.08	0.9	A	SB	76.26	F	0.14	1.0	A
Raven Lane and Mt Comfort Road	Unsignalized / S Stop	SB	28.92	D		0.2	A	SB	37.62	E	0.05	0.3	A
N Shiloh Drive and Mt Comfort Road	Signalized	NB	40.90	D		20.2	C	SB	51.30	D		34.1	C
Deane Solomon Road and N Shiloh Drive	Unsignalized / N/S Stop	SB	14.30	B		6.1	A	NB	26.73	D		6.2	A
Emil Drive and Deane Solomon Road	Unsignalized / E/W Stop	EB	10.41	B		4.1	A	WB	10.85	B		2.8	A
2027 Future Background Traffic													
Woodlark Lane and Mt Comfort Road	Unsignalized / N/S Stop	NB	71.14	F	0.09	1.0	A	SB	91.69	F	0.16	1.2	A
Raven Lane and Mt Comfort Road	Unsignalized / S Stop	SB	31.90	D		0.2	A	SB	43.22	E	0.05	0.4	A
N Shiloh Drive and Mt Comfort Road	Signalized	NB	42.70	D		21.8	C	SB	59.70	E		39.9	D
Deane Solomon Road and N Shiloh Drive	Unsignalized / N/S Stop	SB	15.21	C		6.4	A	NB	29.96	D		6.8	A
Emil Drive and Deane Solomon Road	Unsignalized / E/W Stop	EB	10.59	B		4.2	A	WB	11.04	B		2.8	A
2027 Total Traffic													
Woodlark Lane and Mt Comfort Road	Unsignalized / N/S Stop	NB	74.55	F	0.09	1.3	A	SB	142.93	F	0.31	2.3	A
Raven Lane and Mt Comfort Road	Unsignalized / S Stop	SB	31.72	D		0.5	A	SB	63.20	F	0.13	0.9	A
N Shiloh Drive and Mt Comfort Road	Signalized	SB	52.50	D		23.7	C	SB	68.20	E		45.8	D
Deane Solomon Road and N Shiloh Drive	Unsignalized / N/S Stop	SB	17.02	C		7.6	A	NB	38.95	E	0.07	9.2	A
Emil Drive and Deane Solomon Road	Unsignalized / E/W Stop	EB	11.33	B		5.3	A	WB	12.30	B		3.9	A

*v/c ratio reported for unsignalized approach LOS "E" or "F".

5.2.1 2025 EXISTING TRAFFIC

The analyses conducted under the 2025 existing traffic indicated that the critical approaches at the study intersections currently operate at acceptable levels-of-service “E” or better during the a.m. and p.m. peak hours except at the intersection of Woodlark Lane and Mt Comfort Road which operates at level-of-service “F” during both peak hours with a v/c ratio significantly less than 0.80. The study intersections currently operate at overall acceptable levels-of-service “C” or better during the peak hours.

5.2.2 2027 FUTURE BACKGROUND TRAFFIC

Under the 2027 future background traffic, the critical approaches at the study intersections would be expected to continue operating at acceptable levels-of-service “E” or better during the a.m. and p.m. peak hours except at the intersection of Woodlark Lane and Mt Comfort Road which is expected to continue operating at level-of-service “F” during both peak hours with a v/c ratio significantly less than 0.80. The study intersections are expected to operate at overall acceptable levels-of-service “D” or better during the peak hours.

5.2.3 2027 TOTAL TRAFFIC

Once the proposed site traffic was added to the 2027 future background traffic, the critical approaches at the study intersections would be expected to continue operating at similar levels-of-service except at the

intersection of Raven Lane and Mt Comfort Road which falls to level-of-service “F” during the p.m. peak hour with a v/c ratio significantly less than 0.80. The study intersections are expected to continue operating at overall acceptable levels-of-service “D” or better during the peak hours.

6.0 MULTI-MODAL

The pedestrian and bicycle facilities for the site were reviewed. The site does not connect directly to the arterial or collector street system but will connect to local roadways via the existing residential development south of the site. This existing residential development includes sidewalks throughout. Emil Drive, which will provide access to the site and connect to Deane Solomon Road, has sidewalks along the north side of the roadway for its entire length. N Shiloh Drive and Mt Comfort Road have sidewalks along both sides of the roadway throughout the study area. There are marked crosswalks at all study intersections along Mt Comfort Road. There are currently no existing bicycle facilities in the study area. If additional site access is constructed in the future to connect to Deane Solomon Road, it is recommended that sidewalks and crosswalks be included in the design, as appropriate.

7.0 CONCLUSIONS

7.1 SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed multi-family residential development in Fayetteville, Arkansas. Existing traffic volume data was collected adjacent to the proposed development. The projected daily traffic volumes were considered and an annual growth rate of 2.65% was used to predict future background traffic for 2027. The proposed development traffic was then determined and added to the background traffic for conducting the reviews and analyses.

The analyses conducted under the 2025 existing traffic indicated that the study intersections and their critical approaches currently operate at acceptable levels-of-service during the a.m. and p.m. peak hours except the critical approach at the intersection of Woodlark Lane and Mt Comfort Road which operates at level-of-service “F” during both peak hours. The v/c ratio is significantly less than 0.80 and no improvements are recommended.

Under the 2027 future background traffic, the study intersections and their critical approaches would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours except

the critical approach at the intersection of Woodlark Lane and Mt Comfort Road which is expected to continue operating at level-of-service “F” during both peak hours. The v/c ratio is significantly less than 0.80 and no improvements are recommended.

Under the 2027 total traffic conditions, the study intersections and their critical approaches would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours except the critical approaches at the intersections of Woodlark Lane and Raven Lane at Mt Comfort Road which are expected to operate at level-of-service “F” during one or both peak hours. The v/c ratios are significantly less than 0.80 and no improvements are recommended.

7.2 RECOMMENDATIONS

Based on the results of the analyses conducted, no traffic control or geometric roadway improvements are necessary as a result of the proposed site for traffic to continue operating at acceptable levels-of-service both now and in the future.

APPENDIX

TRAFFIC DATA

Mt.Comfort & Woodlark - TMC

Fri Apr 18, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

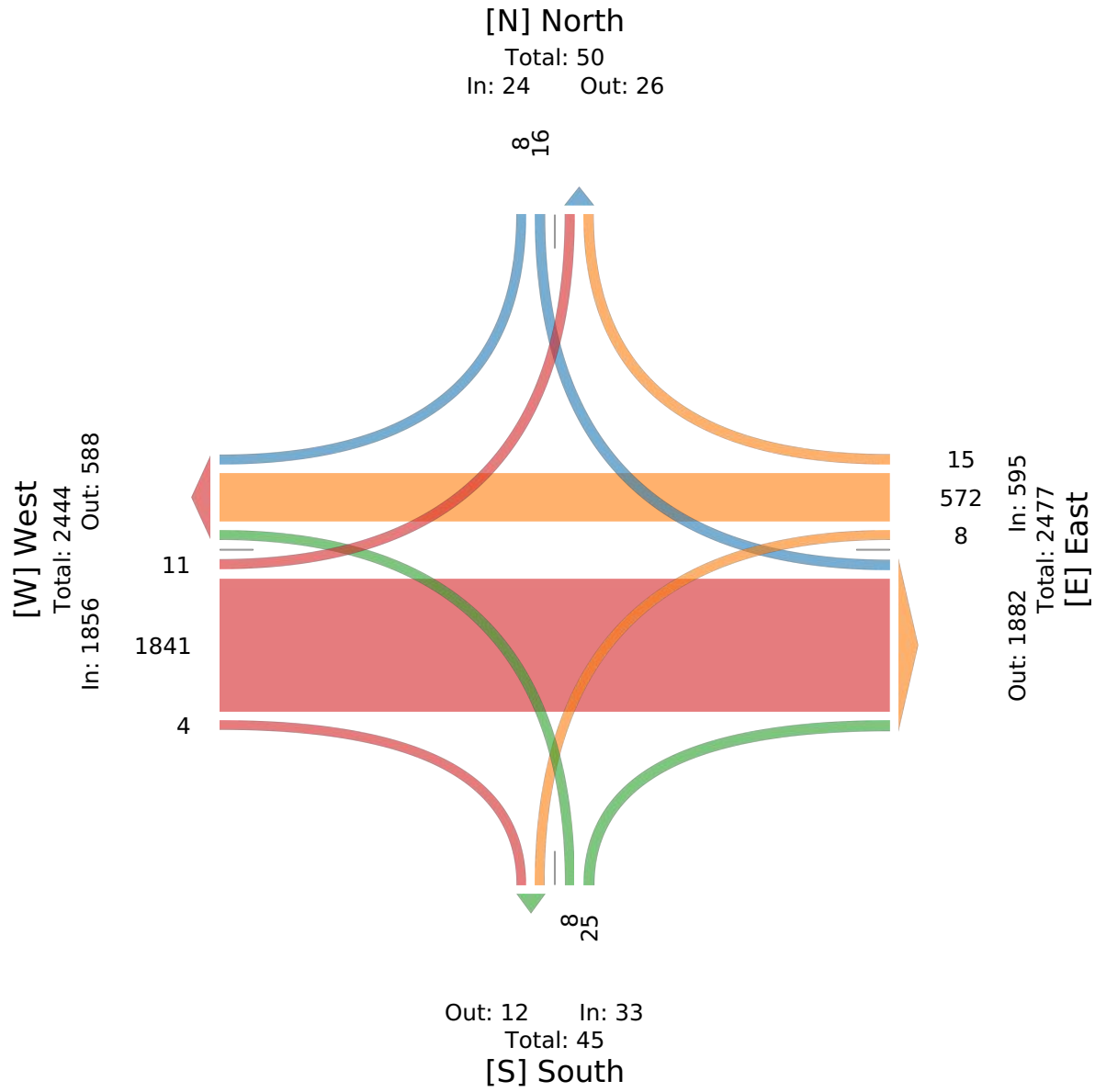
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-18 7:00AM	2	191	0	0	**193**	2	50	0	0	**52**	0	0	3	0	**3**	4	0	3	0	**7**	**255**
7:15AM	3	268	0	0	**271**	2	85	0	0	**87**	2	0	2	0	**4**	0	0	1	0	**1**	**363**
7:30AM	2	292	0	0	**294**	0	68	1	0	**69**	0	0	5	0	**5**	0	0	0	0	**0**	**368**
7:45AM	1	284	3	0	**288**	2	85	3	0	**90**	4	0	3	0	**7**	1	0	0	0	**1**	**386**
Hourly Total	8	1035	3	0	**1046**	6	288	4	0	**298**	6	0	13	0	**19**	5	0	4	0	**9**	**1372**
8:00AM	1	244	0	0	**245**	0	52	3	0	**55**	0	0	6	0	**6**	2	0	1	0	**3**	**309**
8:15AM	2	194	1	0	**197**	0	75	2	0	**77**	0	0	3	0	**3**	1	0	2	0	**3**	**280**
8:30AM	0	205	0	0	**205**	1	76	5	0	**82**	2	0	2	0	**4**	3	0	0	0	**3**	**294**
8:45AM	0	163	0	0	**163**	1	81	1	0	**83**	0	0	1	0	**1**	5	0	1	0	**6**	**253**
Hourly Total	3	806	1	0	**810**	2	284	11	0	**297**	2	0	12	0	**14**	11	0	4	0	**15**	**1136**
Total	11	1841	4	0	**1856**	8	572	15	0	**595**	8	0	25	0	**33**	16	0	8	0	**24**	**2508**
% Approach	0.6%	99.2%	0.2%	0%	**-**	1.3%	96.1%	2.5%	0%	**-**	24.2%	0%	75.8%	0%	**-**	66.7%	0%	33.3%	0%	**-**	-
% Total	0.4%	73.4%	0.2%	0%	**74.0%**	0.3%	22.8%	0.6%	0%	**23.7%**	0.3%	0%	1.0%	0%	**1.3%**	0.6%	0%	0.3%	0%	**1.0%**	-
Lights	11	1823	4	0	**1838**	7	554	15	0	**576**	8	0	25	0	**33**	16	0	8	0	**24**	2471
% Lights	100%	99.0%	100%	0%	**99.0%**	87.5%	96.9%	100%	0%	**96.8%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	98.5%
Articulated Trucks	0	2	0	0	**2**	0	3	0	0	**3**	0	0	0	0	**0**	0	0	0	0	**0**	5
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.5%	0%	0%	**0.5%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.2%
Buses and Single-Unit Trucks	0	16	0	0	**16**	1	15	0	0	**16**	0	0	0	0	**0**	0	0	0	0	**0**	32
% Buses and Single-Unit Trucks	0%	0.9%	0%	0%	**0.9%**	12.5%	2.6%	0%	0%	**2.7%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	1.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Fri Apr 18, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Woodlark - TMC

Fri Apr 18, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

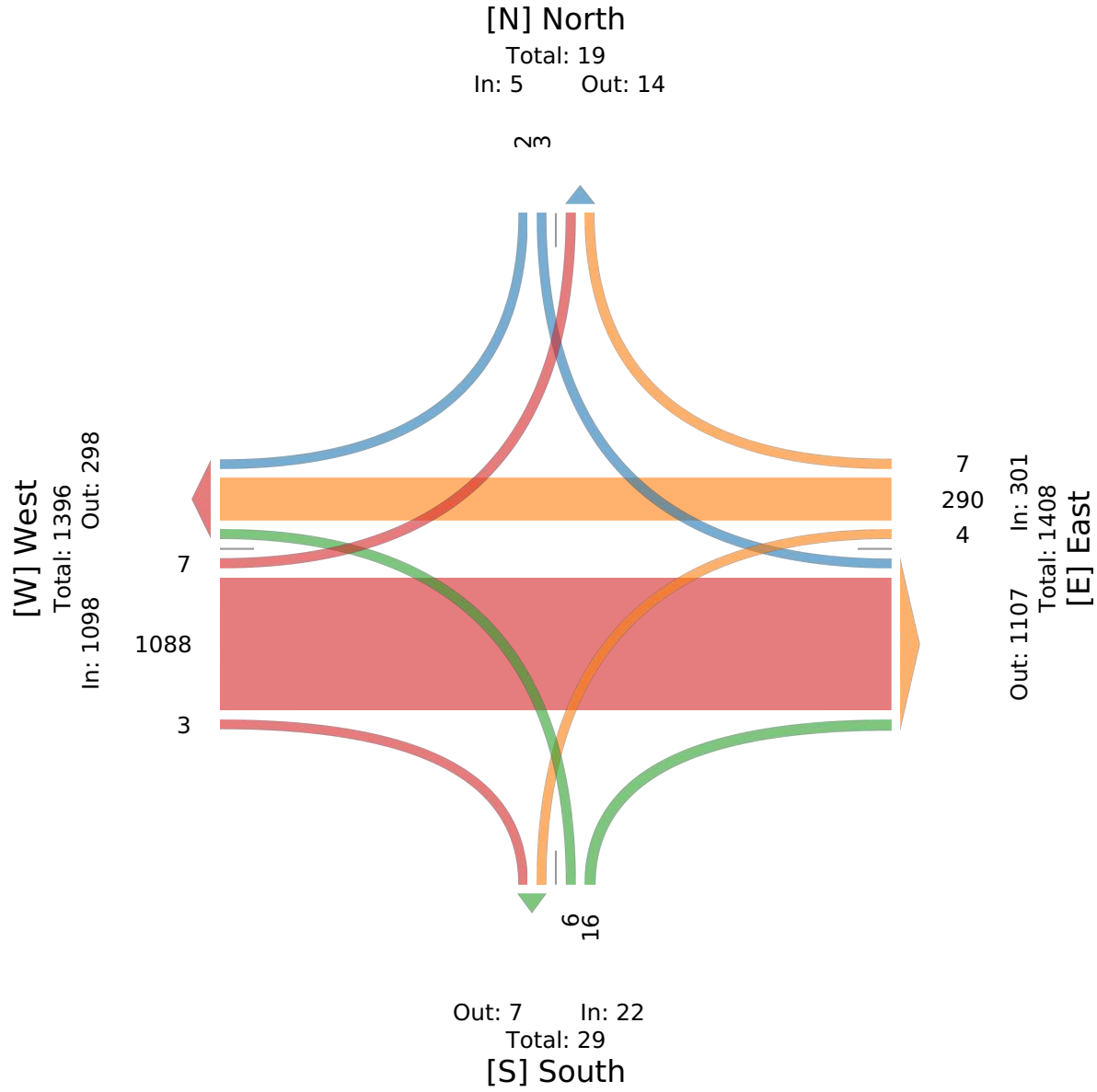
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-18 7:15AM	3	268	0	0	**271**	2	85	0	0	**87**	2	0	2	0	**4**	0	0	1	0	**1**	**363**
7:30AM	2	292	0	0	**294**	0	68	1	0	**69**	0	0	5	0	**5**	0	0	0	0	**0**	**368**
7:45AM	1	284	3	0	**288**	2	85	3	0	**90**	4	0	3	0	**7**	1	0	0	0	**1**	**386**
8:00AM	1	244	0	0	**245**	0	52	3	0	**55**	0	0	6	0	**6**	2	0	1	0	**3**	**309**
Total	7	1088	3	0	**1098**	4	290	7	0	**301**	6	0	16	0	**22**	3	0	2	0	**5**	**1426**
% Approach	0.6%	99.1%	0.3%	0%	**-**	1.3%	96.3%	2.3%	0%	**-**	27.3%	0%	72.7%	0%	**-**	60.0%	0%	40.0%	0%	**-**	-
% Total	0.5%	76.3%	0.2%	0%	**77.0%**	0.3%	20.3%	0.5%	0%	**21.1%**	0.4%	0%	1.1%	0%	**1.5%**	0.2%	0%	0.1%	0%	**0.4%**	-
PHF	0.583	0.932	0.250	-	**0.934**	0.500	0.853	0.583	-	**0.836**	0.375	-	0.667	-	**0.786**	0.375	-	0.500	-	**0.417**	0.924
Lights	7	1076	3	0	**1086**	4	281	7	0	**292**	6	0	16	0	**22**	3	0	2	0	**5**	1405
% Lights	100%	98.9%	100%	0%	**98.9%**	100%	96.9%	100%	0%	**97.0%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	98.5%
Articulated Trucks	0	1	0	0	**1**	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	2
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.3%	0%	0%	**0.3%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	11	0	0	**11**	0	8	0	0	**8**	0	0	0	0	**0**	0	0	0	0	**0**	19
% Buses and Single-Unit Trucks	0%	1.0%	0%	0%	**1.0%**	0%	2.8%	0%	0%	**2.7%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	1.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Fri Apr 18, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Woodlark - TMC

Thu Apr 17, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

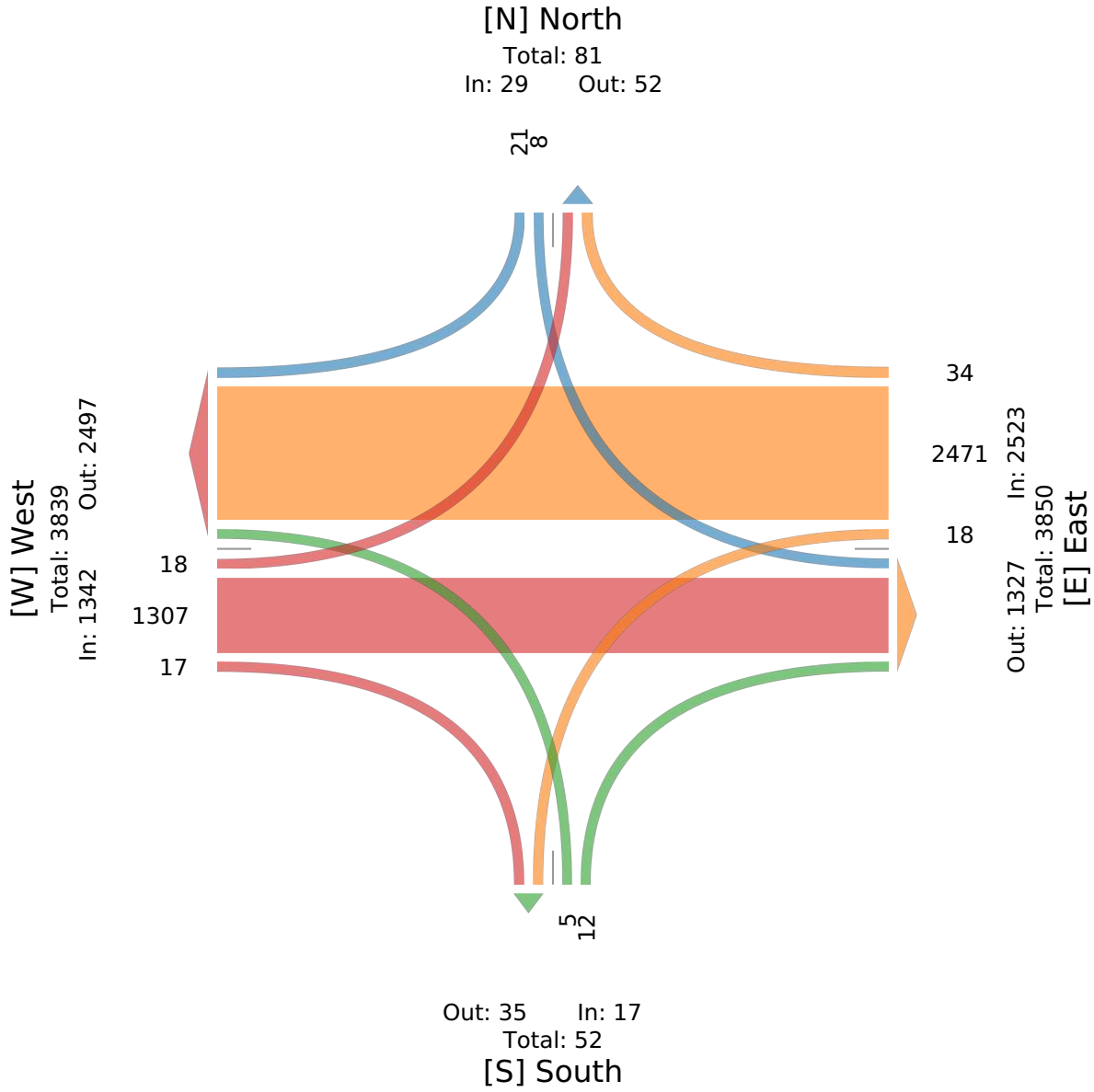
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-17 4:00PM	2	130	0	0	**132**	3	284	3	0	**290**	0	0	2	0	**2**	0	0	0	0	**0**	**424**
4:15PM	5	141	0	0	**146**	2	291	4	0	**297**	1	0	0	0	**1**	0	0	1	0	**1**	**445**
4:30PM	1	164	1	0	**166**	2	283	6	0	**291**	2	0	4	0	**6**	0	0	2	0	**2**	**465**
4:45PM	1	165	1	0	**167**	2	348	5	0	**355**	1	0	1	0	**2**	1	0	4	0	**5**	**529**
Hourly Total	9	600	2	0	**611**	9	1206	18	0	**1233**	4	0	7	0	**11**	1	0	7	0	**8**	**1863**
5:00PM	3	174	5	0	**182**	4	360	4	0	**368**	0	0	0	0	**0**	2	0	4	0	**6**	**556**
5:15PM	0	178	5	0	**183**	1	384	6	0	**391**	0	0	2	0	**2**	2	0	3	0	**5**	**581**
5:30PM	3	174	2	0	**179**	1	289	3	0	**293**	0	0	2	0	**2**	3	0	1	0	**4**	**478**
5:45PM	3	181	3	0	**187**	3	232	3	0	**238**	1	0	1	0	**2**	0	0	6	0	**6**	**433**
Hourly Total	9	707	15	0	**731**	9	1265	16	0	**1290**	1	0	5	0	**6**	7	0	14	0	**21**	**2048**
Total	18	1307	17	0	**1342**	18	2471	34	0	**2523**	5	0	12	0	**17**	8	0	21	0	**29**	**3911**
% Approach	1.3%	97.4%	1.3%	0%	**-**	0.7%	97.9%	1.3%	0%	**-**	29.4%	0%	70.6%	0%	**-**	27.6%	0%	72.4%	0%	**-**	-
% Total	0.5%	33.4%	0.4%	0%	**34.3%**	0.5%	63.2%	0.9%	0%	**64.5%**	0.1%	0%	0.3%	0%	**0.4%**	0.2%	0%	0.5%	0%	**0.7%**	-
Lights	18	1288	17	0	**1323**	18	2453	34	0	**2505**	5	0	12	0	**17**	8	0	21	0	**29**	3874
% Lights	100%	98.5%	100%	0%	**98.6%**	100%	99.3%	100%	0%	**99.3%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	99.1%
Articulated Trucks	0	2	0	0	**2**	0	2	0	0	**2**	0	0	0	0	**0**	0	0	0	0	**0**	4
% Articulated Trucks	0%	0.2%	0%	0%	**0.1%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	17	0	0	**17**	0	16	0	0	**16**	0	0	0	0	**0**	0	0	0	0	**0**	33
% Buses and Single-Unit Trucks	0%	1.3%	0%	0%	**1.3%**	0%	0.6%	0%	0%	**0.6%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.8%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Thu Apr 17, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Woodlark - TMC

Thu Apr 17, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

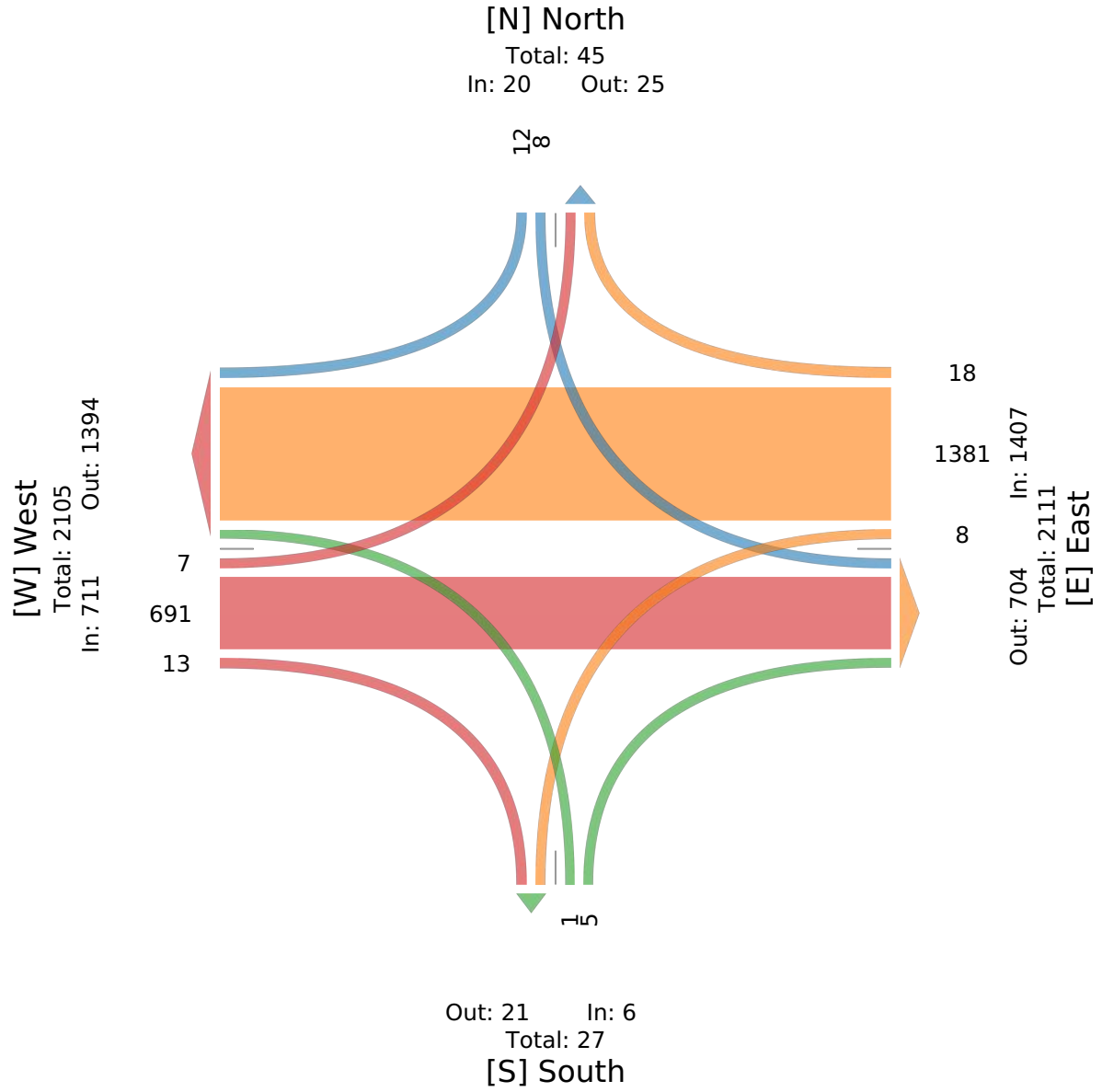
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-17 4:45PM	1	165	1	0	**167**	2	348	5	0	**355**	1	0	1	0	**2**	1	0	4	0	**5**	**529**
5:00PM	3	174	5	0	**182**	4	360	4	0	**368**	0	0	0	0	**0**	2	0	4	0	**6**	**556**
5:15PM	0	178	5	0	**183**	1	384	6	0	**391**	0	0	2	0	**2**	2	0	3	0	**5**	**581**
5:30PM	3	174	2	0	**179**	1	289	3	0	**293**	0	0	2	0	**2**	3	0	1	0	**4**	**478**
Total	7	691	13	0	**711**	8	1381	18	0	**1407**	1	0	5	0	**6**	8	0	12	0	**20**	**2144**
% Approach	1.0%	97.2%	1.8%	0%	**-**	0.6%	98.2%	1.3%	0%	**-**	16.7%	0%	83.3%	0%	**-**	40.0%	0%	60.0%	0%	**-**	-
% Total	0.3%	32.2%	0.6%	0%	**33.2%**	0.4%	64.4%	0.8%	0%	**65.6%**	0%	0%	0.2%	0%	**0.3%**	0.4%	0%	0.6%	0%	**0.9%**	-
PHF	0.583	0.971	0.650	-	**0.971**	0.500	0.899	0.750	-	**0.900**	0.250	-	0.625	-	**0.750**	0.667	-	0.750	-	**0.833**	0.923
Lights	7	689	13	0	**709**	8	1373	18	0	**1399**	1	0	5	0	**6**	8	0	12	0	**20**	2134
% Lights	100%	99.7%	100%	0%	**99.7%**	100%	99.4%	100%	0%	**99.4%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	99.5%
Articulated Trucks	0	1	0	0	**1**	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	2
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	1	0	0	**1**	0	7	0	0	**7**	0	0	0	0	**0**	0	0	0	0	**0**	8
% Buses and Single-Unit Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.5%	0%	0%	**0.5%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Thu Apr 17, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

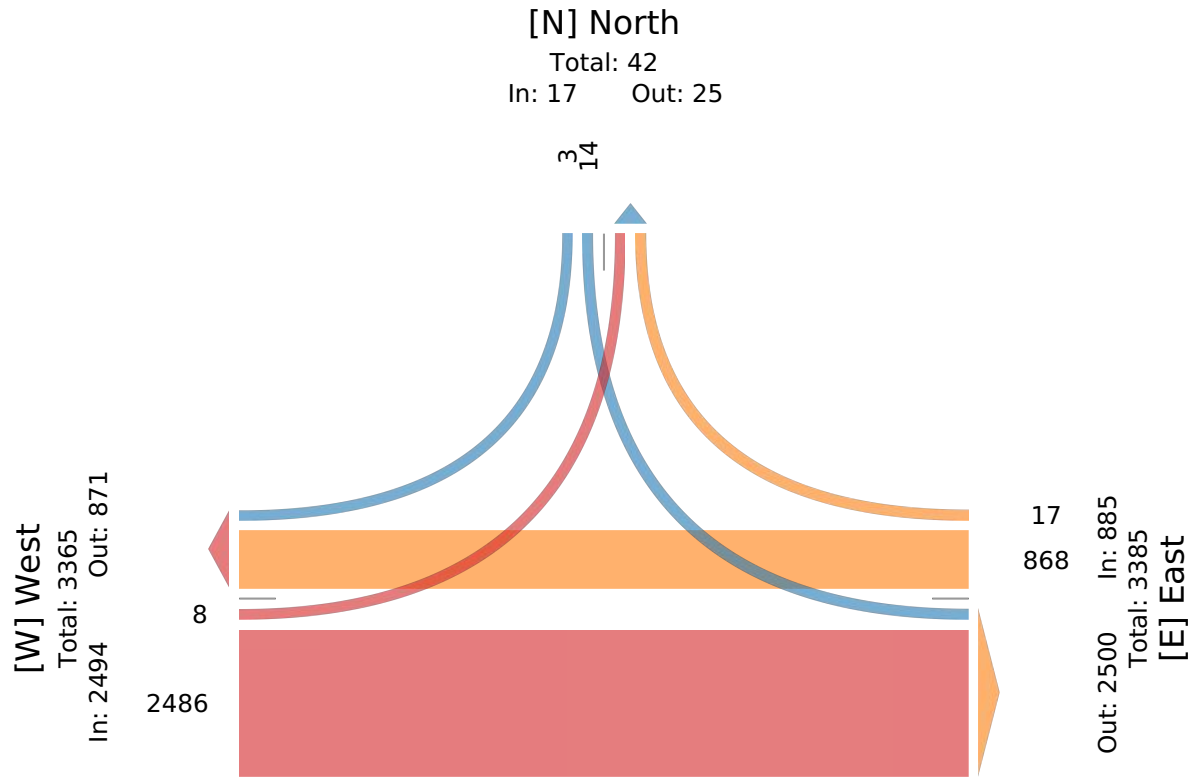
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound				East Westbound				North Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 7:00AM	1	268	0	**269**	90	1	0	**91**	0	1	0	**1**	**361**
7:15AM	3	404	0	**407**	120	0	0	**120**	1	1	0	**2**	**529**
7:30AM	0	445	0	**445**	109	2	0	**111**	0	0	0	**0**	**556**
7:45AM	3	361	0	**364**	118	7	0	**125**	1	1	0	**2**	**491**
Hourly Total	7	1478	0	**1485**	437	10	0	**447**	2	3	0	**5**	**1937**
8:00AM	0	342	0	**342**	87	1	0	**88**	4	0	0	**4**	**434**
8:15AM	0	284	0	**284**	95	2	0	**97**	4	0	0	**4**	**385**
8:30AM	1	206	0	**207**	121	2	0	**123**	1	0	0	**1**	**331**
8:45AM	0	176	0	**176**	128	2	0	**130**	3	0	0	**3**	**309**
Hourly Total	1	1008	0	**1009**	431	7	0	**438**	12	0	0	**12**	**1459**
9:00AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Hourly Total	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Total	8	2486	0	**2494**	868	17	0	**885**	14	3	0	**17**	**3396**
% Approach	0.3%	99.7%	0%	**-**	98.1%	1.9%	0%	**-**	82.4%	17.6%	0%	**-**	-
% Total	0.2%	73.2%	0%	**73.4%**	25.6%	0.5%	0%	**26.1%**	0.4%	0.1%	0%	**0.5%**	-
Lights	8	2464	0	**2472**	850	17	0	**867**	14	3	0	**17**	3356
% Lights	100%	99.1%	0%	**99.1%**	97.9%	100%	0%	**98.0%**	100%	100%	0%	**100%**	98.8%
Articulated Trucks	0	2	0	**2**	2	0	0	**2**	0	0	0	**0**	4
% Articulated Trucks	0%	0.1%	0%	**0.1%**	0.2%	0%	0%	**0.2%**	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	20	0	**20**	16	0	0	**16**	0	0	0	**0**	36
% Buses and Single-Unit Trucks	0%	0.8%	0%	**0.8%**	1.8%	0%	0%	**1.8%**	0%	0%	0%	**0%**	1.1%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

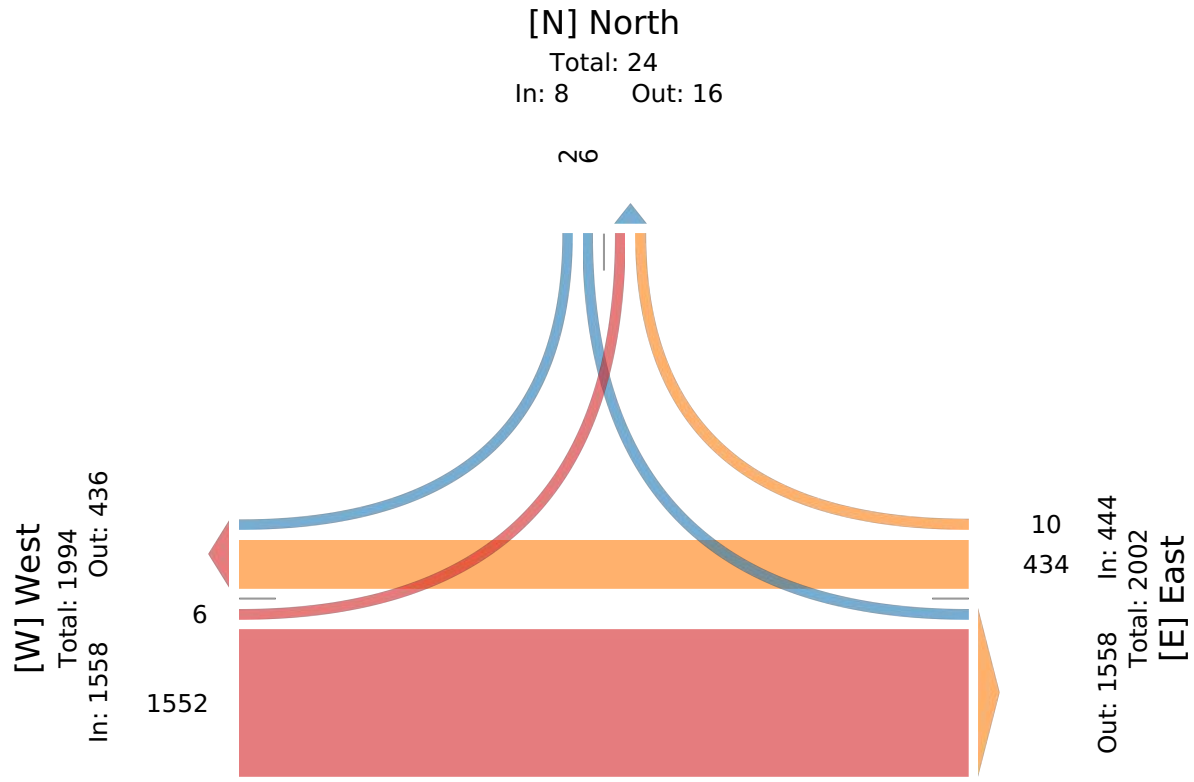
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg Direction	West Eastbound				East Westbound				North Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 7:15AM	3	404	0	**407**	120	0	0	**120**	1	1	0	**2**	**529**
7:30AM	0	445	0	**445**	109	2	0	**111**	0	0	0	**0**	**556**
7:45AM	3	361	0	**364**	118	7	0	**125**	1	1	0	**2**	**491**
8:00AM	0	342	0	**342**	87	1	0	**88**	4	0	0	**4**	**434**
Total	6	1552	0	**1558**	434	10	0	**444**	6	2	0	**8**	**2010**
% Approach	0.4%	99.6%	0%	**-**	97.7%	2.3%	0%	**-**	75.0%	25.0%	0%	**-**	-
% Total	0.3%	77.2%	0%	**77.5%**	21.6%	0.5%	0%	**22.1%**	0.3%	0.1%	0%	**0.4%**	-
PHF	0.500	0.872	-	**0.875**	0.904	0.357	-	**0.888**	0.375	0.500	-	**0.500**	0.904
Lights	6	1543	0	**1549**	429	10	0	**439**	6	2	0	**8**	1996
% Lights	100%	99.4%	0%	**99.4%**	98.8%	100%	0%	**98.9%**	100%	100%	0%	**100%**	99.3%
Articulated Trucks	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	1
% Articulated Trucks	0%	0.1%	0%	**0.1%**	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	8	0	**8**	5	0	0	**5**	0	0	0	**0**	13
% Buses and Single-Unit Trucks	0%	0.5%	0%	**0.5%**	1.2%	0%	0%	**1.1%**	0%	0%	0%	**0%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

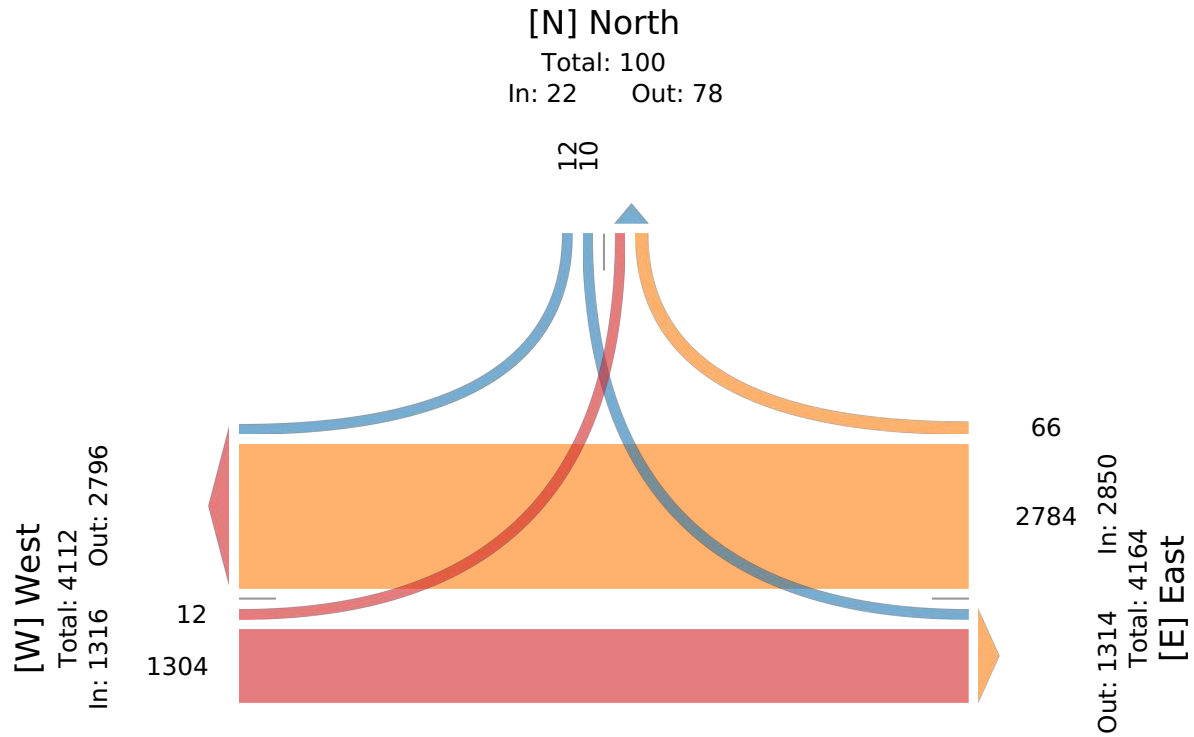
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound				East Westbound				North Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 4:00PM	2	138	0	**140**	291	6	0	**297**	3	1	0	**4**	**441**
4:15PM	0	131	0	**131**	347	5	0	**352**	0	0	0	**0**	**483**
4:30PM	2	147	0	**149**	355	14	0	**369**	1	1	0	**2**	**520**
4:45PM	1	147	0	**148**	331	9	0	**340**	1	2	0	**3**	**491**
Hourly Total	5	563	0	**568**	1324	34	0	**1358**	5	4	0	**9**	**1935**
5:00PM	2	205	0	**207**	394	5	0	**399**	0	3	0	**3**	**609**
5:15PM	3	180	0	**183**	412	9	0	**421**	2	2	0	**4**	**608**
5:30PM	0	192	0	**192**	367	11	0	**378**	1	2	0	**3**	**573**
5:45PM	2	164	0	**166**	287	7	0	**294**	2	1	0	**3**	**463**
Hourly Total	7	741	0	**748**	1460	32	0	**1492**	5	8	0	**13**	**2253**
Total	12	1304	0	**1316**	2784	66	0	**2850**	10	12	0	**22**	**4188**
% Approach	0.9%	99.1%	0%	**-**	97.7%	2.3%	0%	**-**	45.5%	54.5%	0%	**-**	-
% Total	0.3%	31.1%	0%	**31.4%**	66.5%	1.6%	0%	**68.1%**	0.2%	0.3%	0%	**0.5%**	-
Lights	12	1287	0	**1299**	2773	66	0	**2839**	10	12	0	**22**	4160
% Lights	100%	98.7%	0%	**98.7%**	99.6%	100%	0%	**99.6%**	100%	100%	0%	**100%**	99.3%
Articulated Trucks	0	2	0	**2**	3	0	0	**3**	0	0	0	**0**	5
% Articulated Trucks	0%	0.2%	0%	**0.2%**	0.1%	0%	0%	**0.1%**	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	15	0	**15**	8	0	0	**8**	0	0	0	**0**	23
% Buses and Single-Unit Trucks	0%	1.2%	0%	**1.1%**	0.3%	0%	0%	**0.3%**	0%	0%	0%	**0%**	0.5%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

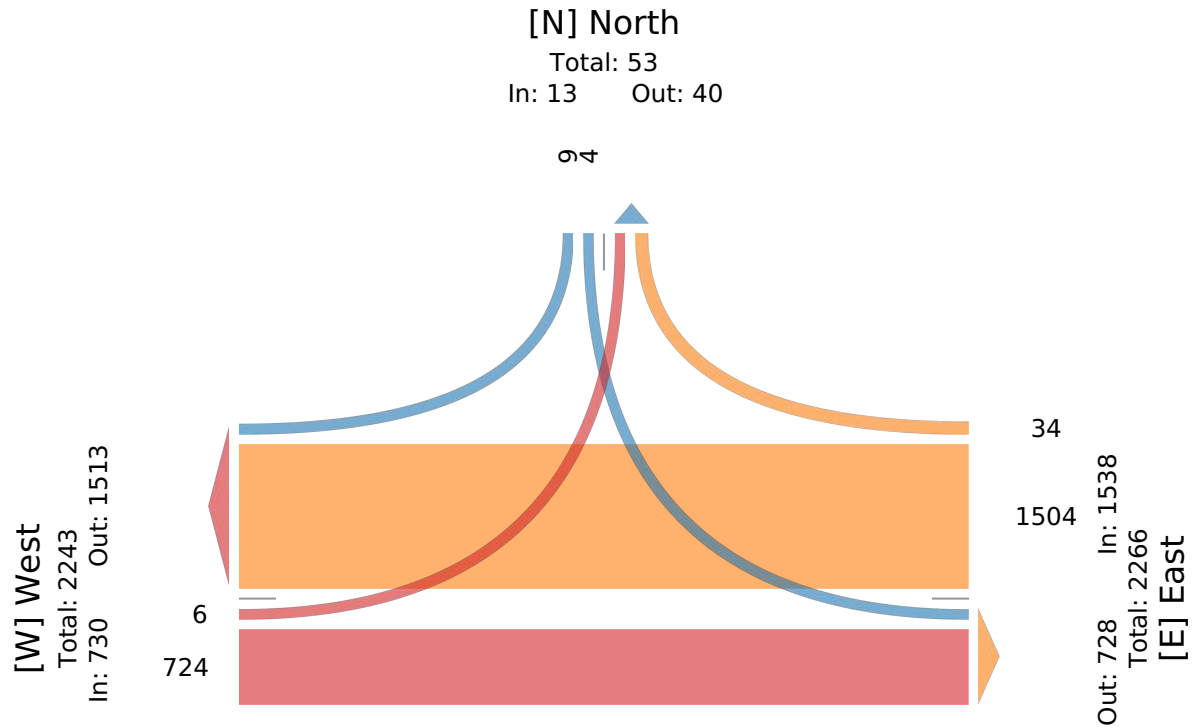
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West				East				North				
Direction	Eastbound				Westbound				Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 4:45PM	1	147	0	**148**	331	9	0	**340**	1	2	0	**3**	**491**
5:00PM	2	205	0	**207**	394	5	0	**399**	0	3	0	**3**	**609**
5:15PM	3	180	0	**183**	412	9	0	**421**	2	2	0	**4**	**608**
5:30PM	0	192	0	**192**	367	11	0	**378**	1	2	0	**3**	**573**
Total	6	724	0	**730**	1504	34	0	**1538**	4	9	0	**13**	**2281**
% Approach	0.8%	99.2%	0%	**-**	97.8%	2.2%	0%	**-**	30.8%	69.2%	0%	**-**	-
% Total	0.3%	31.7%	0%	**32.0%**	65.9%	1.5%	0%	**67.4%**	0.2%	0.4%	0%	**0.6%**	-
PHF	0.500	0.883	-	**0.882**	0.913	0.773	-	**0.913**	0.500	0.750	-	**0.813**	0.936
Lights	6	717	0	**723**	1500	34	0	**1534**	4	9	0	**13**	2270
% Lights	100%	99.0%	0%	**99.0%**	99.7%	100%	0%	**99.7%**	100%	100%	0%	**100%**	99.5%
Articulated Trucks	0	2	0	**2**	2	0	0	**2**	0	0	0	**0**	4
% Articulated Trucks	0%	0.3%	0%	**0.3%**	0.1%	0%	0%	**0.1%**	0%	0%	0%	**0%**	0.2%
Buses and Single-Unit Trucks	0	5	0	**5**	2	0	0	**2**	0	0	0	**0**	7
% Buses and Single-Unit Trucks	0%	0.7%	0%	**0.7%**	0.1%	0%	0%	**0.1%**	0%	0%	0%	**0%**	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Tue Apr 22, 2025
Full Length (7 AM-9:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

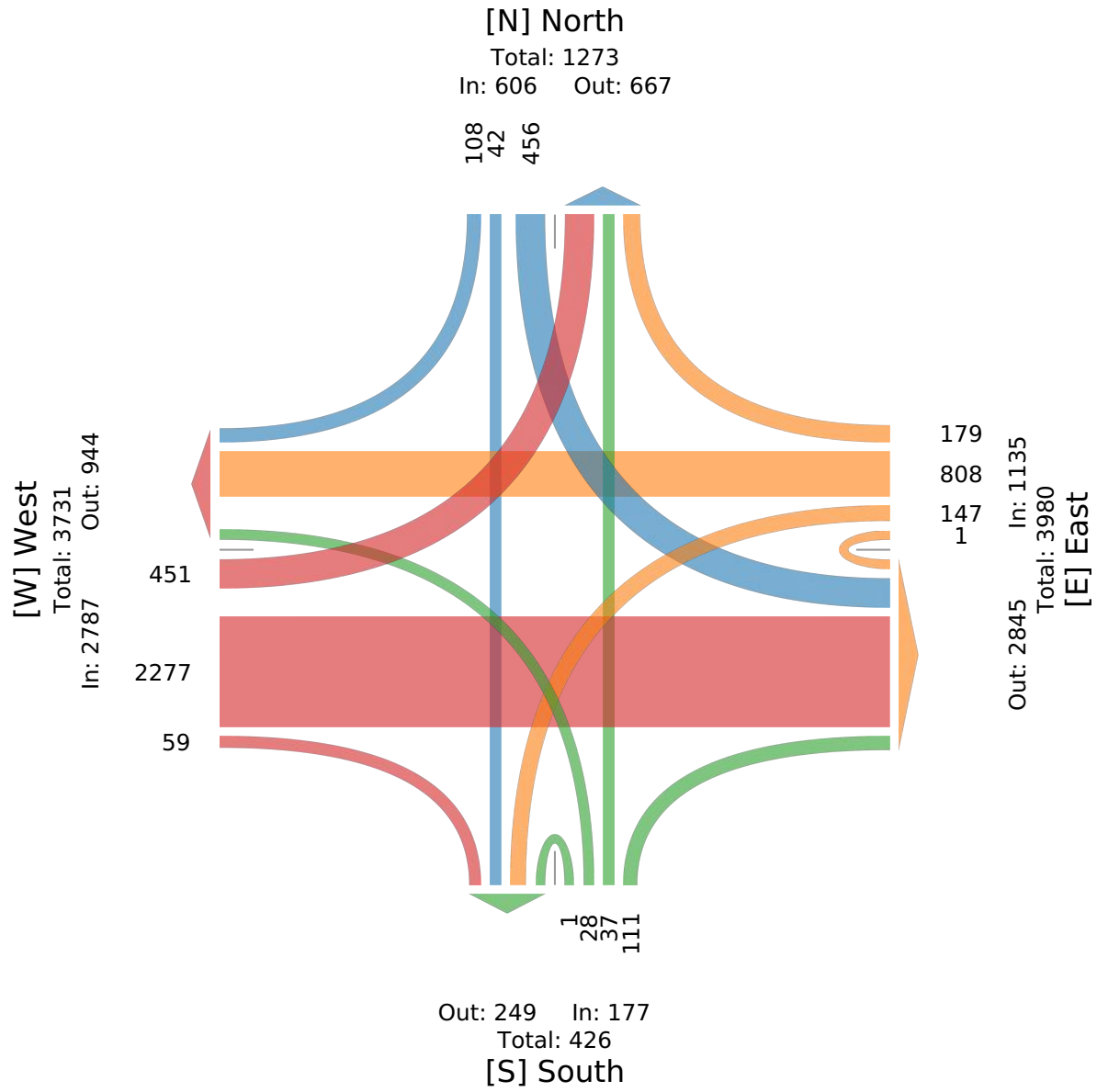
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 7:00AM	27	227	7	0	**261**	14	96	19	0	**129**	4	8	9	0	**21**	47	1	11	0	**59**	**470**
7:15AM	57	359	6	0	**422**	17	87	18	0	**122**	4	5	15	0	**24**	61	5	21	0	**87**	**655**
7:30AM	67	352	8	0	**427**	23	122	19	0	**164**	4	5	18	1	**28**	53	5	7	0	**65**	**684**
7:45AM	79	334	16	0	**429**	23	83	28	0	**134**	7	4	15	0	**26**	63	9	6	0	**78**	**667**
Hourly Total	230	1272	37	0	**1539**	77	388	84	0	**549**	19	22	57	1	**99**	224	20	45	0	**289**	**2476**
8:00AM	67	308	10	0	**385**	25	79	24	0	**128**	0	3	15	0	**18**	53	6	12	0	**71**	**602**
8:15AM	51	249	5	0	**305**	19	73	15	0	**107**	3	4	9	0	**16**	51	3	10	0	**64**	**492**
8:30AM	32	171	4	0	**207**	10	94	20	1	**125**	0	3	10	0	**13**	50	3	10	0	**63**	**408**
8:45AM	46	148	2	0	**196**	10	102	27	0	**139**	4	2	11	0	**17**	48	6	18	0	**72**	**424**
Hourly Total	196	876	21	0	**1093**	64	348	86	1	**499**	7	12	45	0	**64**	202	18	50	0	**270**	**1926**
9:00AM	25	129	1	0	**155**	6	72	9	0	**87**	2	3	9	0	**14**	30	4	13	0	**47**	**303**
9:15AM	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
Hourly Total	25	129	1	0	**155**	6	72	9	0	**87**	2	3	9	0	**14**	30	4	13	0	**47**	**303**
Total	451	2277	59	0	**2787**	147	808	179	1	**1135**	28	37	111	1	**177**	456	42	108	0	**606**	**4705**
% Approach	16.2%	81.7%	2.1%	0%	**-**	13.0%	71.2%	15.8%	0.1%	**-**	15.8%	20.9%	62.7%	0.6%	**-**	75.2%	6.9%	17.8%	0%	**-**	-
% Total	9.6%	48.4%	1.3%	0%	**59.2%**	3.1%	17.2%	3.8%	0%	**24.1%**	0.6%	0.8%	2.4%	0%	**3.8%**	9.7%	0.9%	2.3%	0%	**12.9%**	-
Lights	449	2249	56	0	**2754**	141	788	171	1	**1101**	23	37	104	1	**165**	449	38	102	0	**589**	4609
% Lights	99.6%	98.8%	94.9%	0%	**98.8%**	95.9%	97.5%	95.5%	100%	**97.0%**	82.1%	100%	93.7%	100%	**93.2%**	98.5%	90.5%	94.4%	0%	**97.2%**	98.0%
Articulated Trucks	0	3	0	0	**3**	1	2	3	0	**6**	0	0	1	0	**1**	2	1	0	0	**3**	13
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0.7%	0.2%	1.7%	0%	**0.5%**	0%	0%	0.9%	0%	**0.6%**	0.4%	2.4%	0%	0%	**0.5%**	0.3%
Buses and Single-Unit Trucks	2	25	3	0	**30**	5	18	5	0	**28**	5	0	6	0	**11**	5	3	6	0	**14**	83
% Buses and Single-Unit Trucks	0.4%	1.1%	5.1%	0%	**1.1%**	3.4%	2.2%	2.8%	0%	**2.5%**	17.9%	0%	5.4%	0%	**6.2%**	1.1%	7.1%	5.6%	0%	**2.3%**	1.8%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Tue Apr 22, 2025
Full Length (7 AM-9:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Tue Apr 22, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

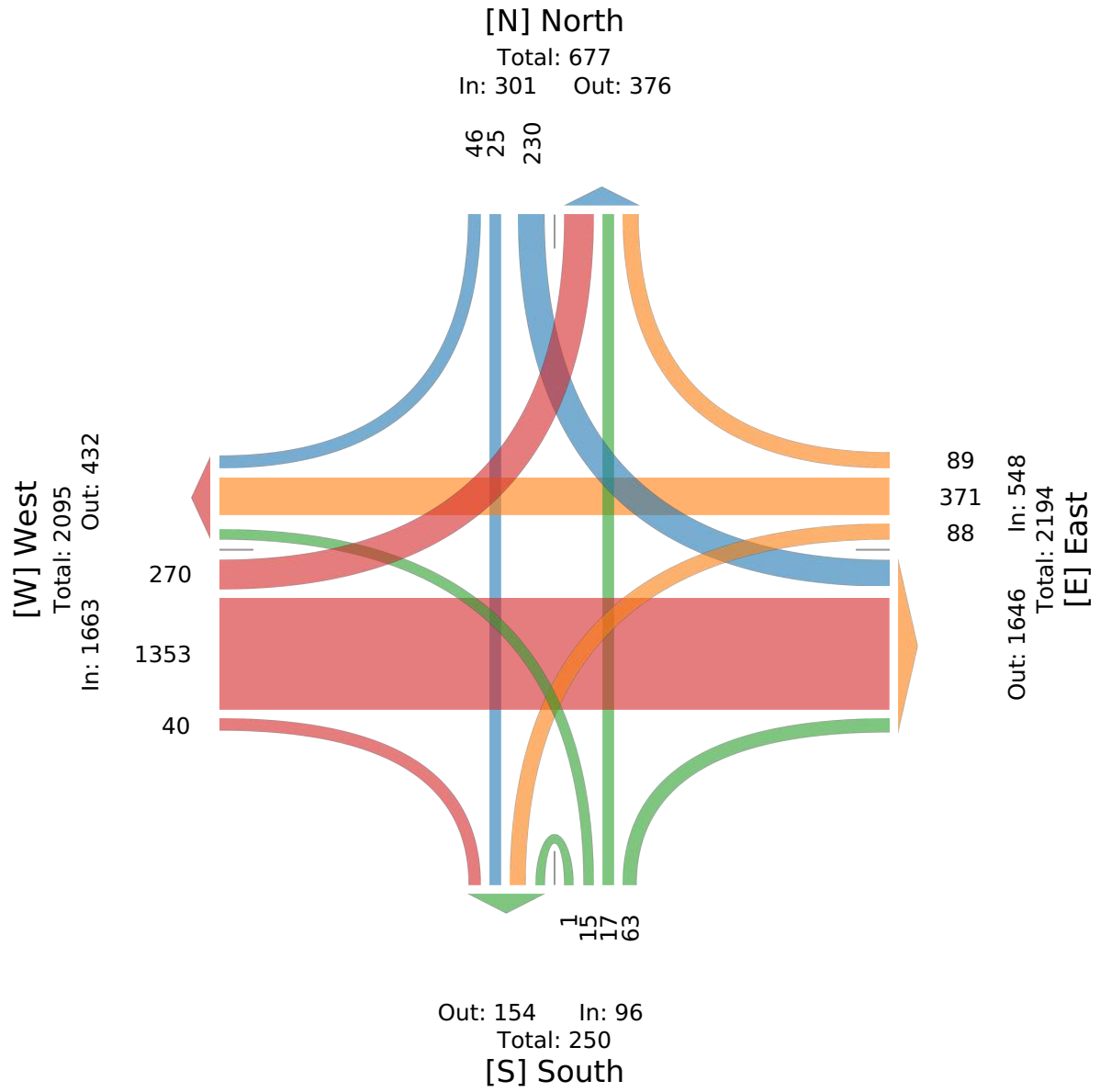
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 7:15AM	57	359	6	0	**422**	17	87	18	0	**122**	4	5	15	0	**24**	61	5	21	0	**87**	**655**
7:30AM	67	352	8	0	**427**	23	122	19	0	**164**	4	5	18	1	**28**	53	5	7	0	**65**	**684**
7:45AM	79	334	16	0	**429**	23	83	28	0	**134**	7	4	15	0	**26**	63	9	6	0	**78**	**667**
8:00AM	67	308	10	0	**385**	25	79	24	0	**128**	0	3	15	0	**18**	53	6	12	0	**71**	**602**
Total	270	1353	40	0	**1663**	88	371	89	0	**548**	15	17	63	1	**96**	230	25	46	0	**301**	**2608**
% Approach	16.2%	81.4%	2.4%	0%	**-**	16.1%	67.7%	16.2%	0%	**-**	15.6%	17.7%	65.6%	1.0%	**-**	76.4%	8.3%	15.3%	0%	**-**	-
% Total	10.4%	51.9%	1.5%	0%	**63.8%**	3.4%	14.2%	3.4%	0%	**21.0%**	0.6%	0.7%	2.4%	0%	**3.7%**	8.8%	1.0%	1.8%	0%	**11.5%**	-
PHF	0.854	0.942	0.625	-	**0.969**	0.880	0.760	0.795	-	**0.835**	0.536	0.850	0.875	0.250	**0.857**	0.913	0.694	0.548	-	**0.865**	0.953
Lights	270	1340	40	0	**1650**	86	363	84	0	**533**	15	17	60	1	**93**	227	22	44	0	**293**	2569
% Lights	100%	99.0%	100%	0%	**99.2%**	97.7%	97.8%	94.4%	0%	**97.3%**	100%	100%	95.2%	100%	**96.9%**	98.7%	88.0%	95.7%	0%	**97.3%**	98.5%
Articulated Trucks	0	1	0	0	**1**	1	2	2	0	**5**	0	0	0	0	**0**	1	1	0	0	**2**	8
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	1.1%	0.5%	2.2%	0%	**0.9%**	0%	0%	0%	0%	**0%**	0.4%	4.0%	0%	0%	**0.7%**	0.3%
Buses and Single-Unit Trucks	0	12	0	0	**12**	1	6	3	0	**10**	0	0	3	0	**3**	2	2	2	0	**6**	31
% Buses and Single-Unit Trucks	0%	0.9%	0%	0%	**0.7%**	1.1%	1.6%	3.4%	0%	**1.8%**	0%	0%	4.8%	0%	**3.1%**	0.9%	8.0%	4.3%	0%	**2.0%**	1.2%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Tue Apr 22, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

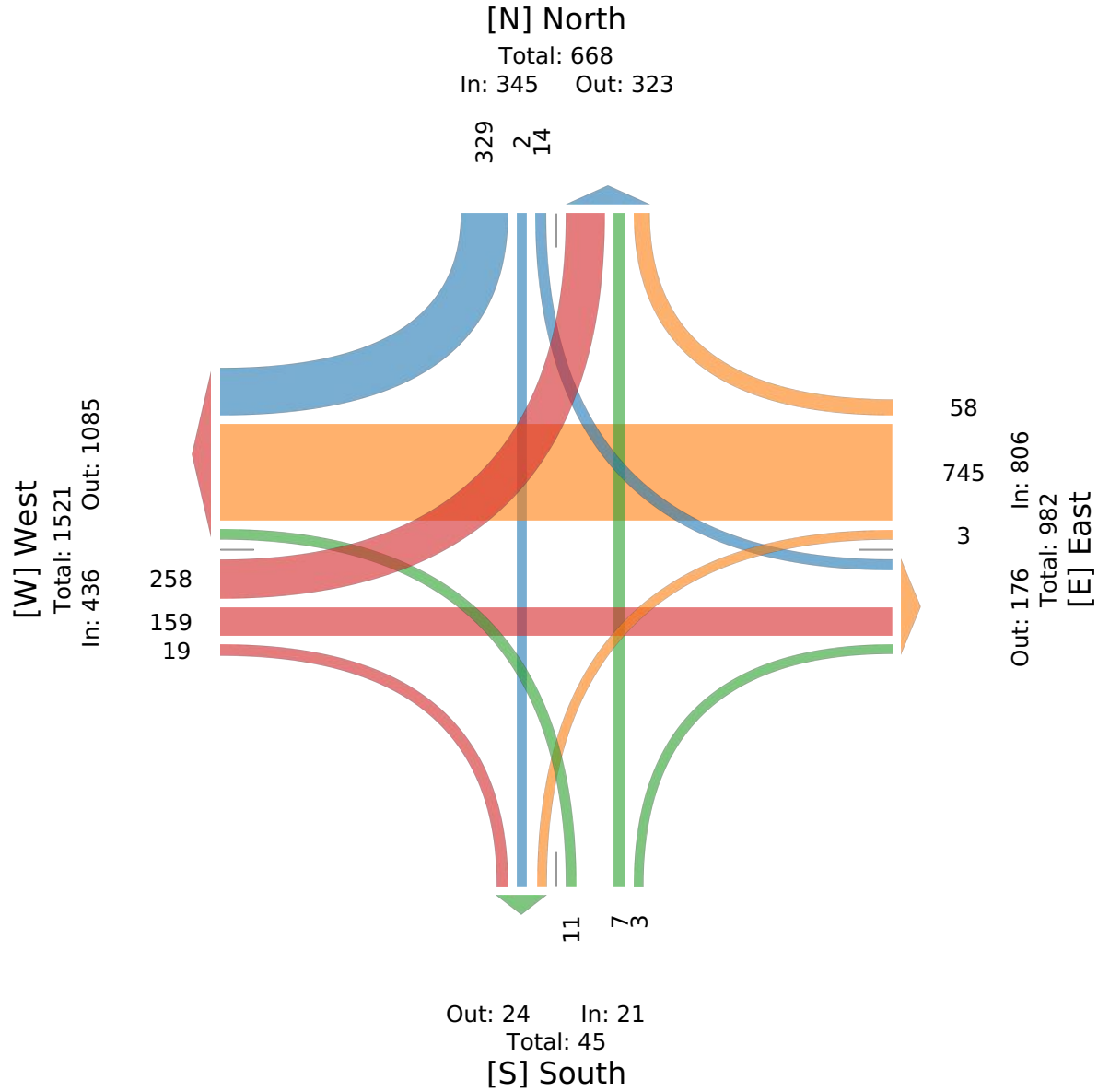
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 4:00PM	30	20	2	0	**52**	0	80	8	0	**88**	1	0	0	0	**1**	2	0	35	0	**37**	**178**
4:15PM	39	21	3	0	**63**	0	75	8	0	**83**	0	1	0	0	**1**	3	0	26	0	**29**	**176**
4:30PM	37	23	2	0	**62**	0	81	5	0	**86**	1	0	1	0	**2**	2	0	36	0	**38**	**188**
4:45PM	32	30	0	0	**62**	1	101	10	0	**112**	1	1	0	0	**2**	1	1	29	0	**31**	**207**
Hourly Total	138	94	7	0	**239**	1	337	31	0	**369**	3	2	1	0	**6**	8	1	126	0	**135**	**749**
5:00PM	37	18	3	0	**58**	1	115	4	0	**120**	4	0	2	0	**6**	2	0	48	0	**50**	**234**
5:15PM	24	18	2	0	**44**	1	96	10	0	**107**	1	2	0	0	**3**	1	0	34	0	**35**	**189**
5:30PM	33	17	3	0	**53**	0	118	6	0	**124**	2	1	0	0	**3**	1	0	70	0	**71**	**251**
5:45PM	26	12	4	0	**42**	0	79	7	0	**86**	1	2	0	0	**3**	2	1	51	0	**54**	**185**
Hourly Total	120	65	12	0	**197**	2	408	27	0	**437**	8	5	2	0	**15**	6	1	203	0	**210**	**859**
Total	258	159	19	0	**436**	3	745	58	0	**806**	11	7	3	0	**21**	14	2	329	0	**345**	**1608**
% Approach	59.2%	36.5%	4.4%	0%	**-**	0.4%	92.4%	7.2%	0%	**-**	52.4%	33.3%	14.3%	0%	**-**	4.1%	0.6%	95.4%	0%	**-**	-
% Total	16.0%	9.9%	1.2%	0%	**27.1%**	0.2%	46.3%	3.6%	0%	**50.1%**	0.7%	0.4%	0.2%	0%	**1.3%**	0.9%	0.1%	20.5%	0%	**21.5%**	-
Lights	257	159	19	0	**435**	3	740	58	0	**801**	11	7	3	0	**21**	14	2	325	0	**341**	1598
% Lights	99.6%	100%	100%	0%	**99.8%**	100%	99.3%	100%	0%	**99.4%**	100%	100%	100%	0%	**100%**	100%	100%	98.8%	0%	**98.8%**	99.4%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	1	0	0	0	**1**	0	5	0	0	**5**	0	0	0	0	**0**	0	0	4	0	**4**	10
% Buses and Single-Unit Trucks	0.4%	0%	0%	0%	**0.2%**	0%	0.7%	0%	0%	**0.6%**	0%	0%	0%	0%	**0%**	0%	0%	1.2%	0%	**1.2%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Tue Apr 22, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

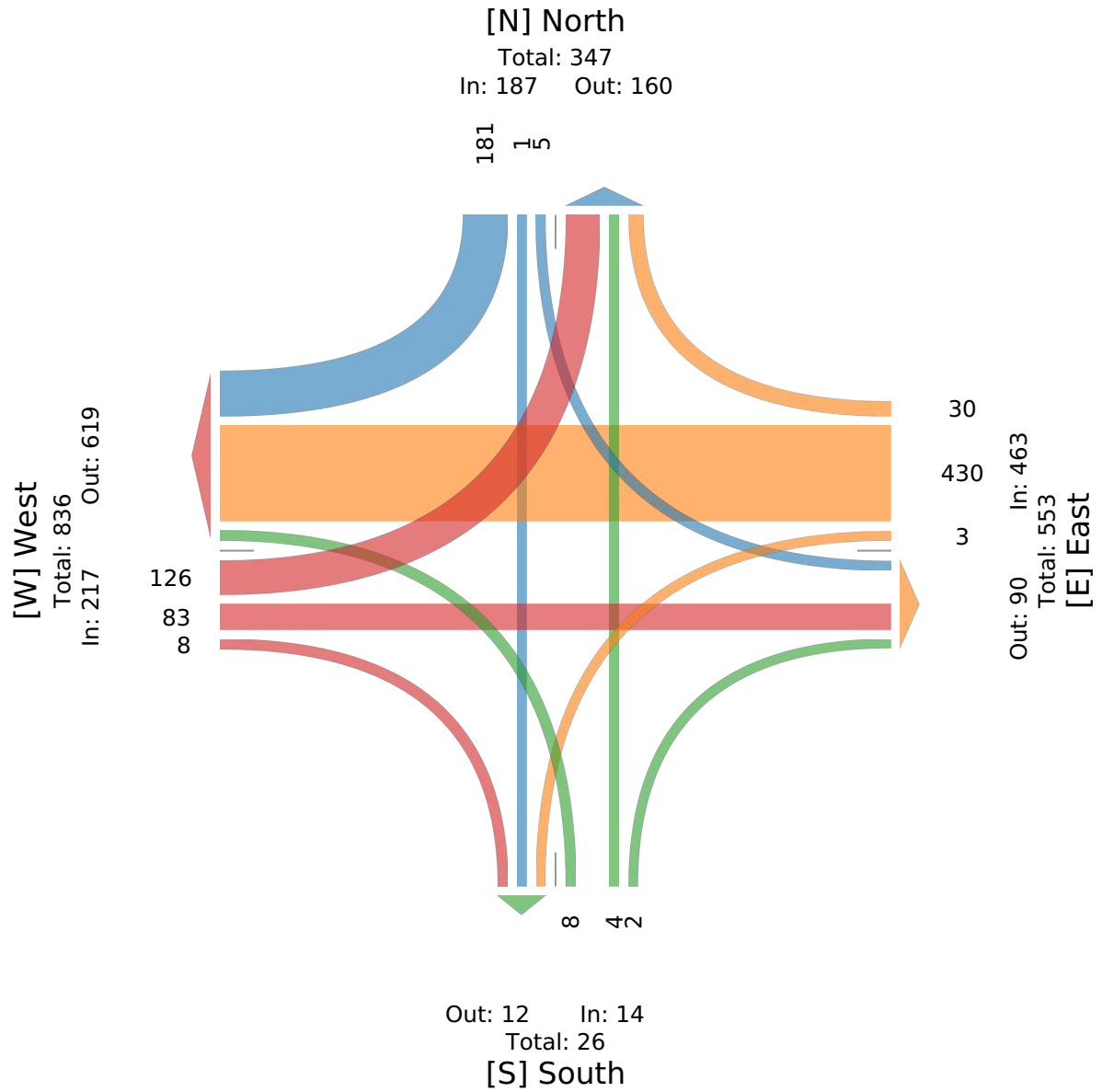
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 4:45PM	32	30	0	0	**62**	1	101	10	0	**112**	1	1	0	0	**2**	1	1	29	0	**31**	**207**
5:00PM	37	18	3	0	**58**	1	115	4	0	**120**	4	0	2	0	**6**	2	0	48	0	**50**	**234**
5:15PM	24	18	2	0	**44**	1	96	10	0	**107**	1	2	0	0	**3**	1	0	34	0	**35**	**189**
5:30PM	33	17	3	0	**53**	0	118	6	0	**124**	2	1	0	0	**3**	1	0	70	0	**71**	**251**
Total	126	83	8	0	**217**	3	430	30	0	**463**	8	4	2	0	**14**	5	1	181	0	**187**	**881**
% Approach	58.1%	38.2%	3.7%	0%	**-**	0.6%	92.9%	6.5%	0%	**-**	57.1%	28.6%	14.3%	0%	**-**	2.7%	0.5%	96.8%	0%	**-**	-
% Total	14.3%	9.4%	0.9%	0%	**24.6%**	0.3%	48.8%	3.4%	0%	**52.6%**	0.9%	0.5%	0.2%	0%	**1.6%**	0.6%	0.1%	20.5%	0%	**21.2%**	-
PHF	0.851	0.692	0.667	-	**0.875**	0.750	0.911	0.750	-	**0.933**	0.500	0.500	0.250	-	**0.583**	0.625	0.250	0.646	-	**0.658**	0.877
Lights	126	83	8	0	**217**	3	425	30	0	**458**	8	4	2	0	**14**	5	1	180	0	**186**	875
% Lights	100%	100%	100%	0%	**100%**	100%	98.8%	100%	0%	**98.9%**	100%	100%	100%	0%	**100%**	100%	100%	99.4%	0%	**99.5%**	99.3%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	0	0	0	**0**	0	5	0	0	**5**	0	0	0	0	**0**	0	0	1	0	**1**	6
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	1.2%	0%	0%	**1.1%**	0%	0%	0%	0%	**0%**	0%	0%	0.6%	0%	**0.5%**	0.7%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Tue Apr 22, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

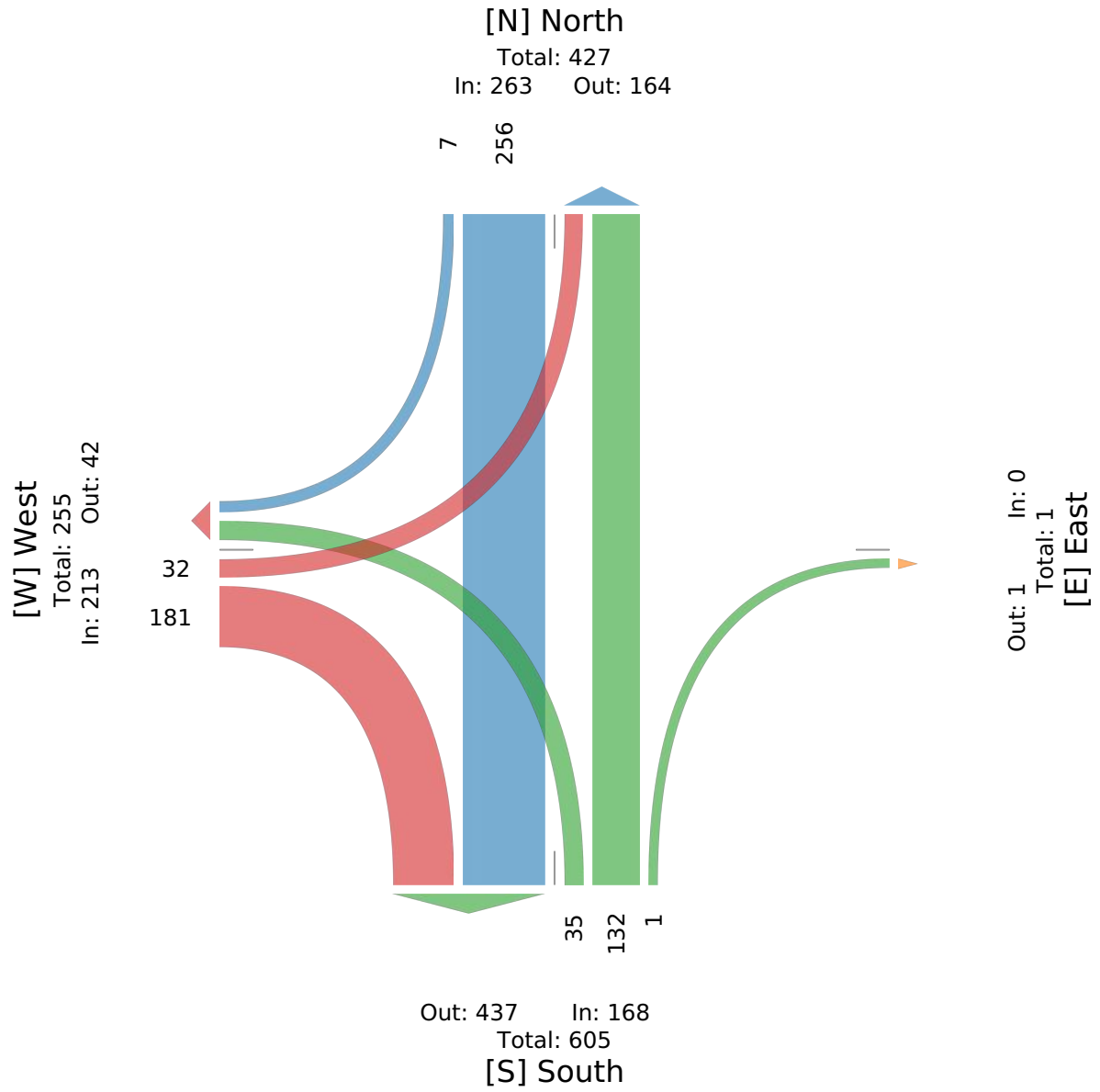
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:00AM	4	0	20	0	**24**	0	0	0	0	**0**	4	13	0	0	**17**	0	29	1	0	**30**	**71**
7:15AM	3	0	29	0	**32**	0	0	0	0	**0**	1	15	0	0	**16**	0	30	1	0	**31**	**79**
7:30AM	6	0	33	0	**39**	0	0	0	0	**0**	5	16	0	0	**21**	0	40	1	0	**41**	**101**
7:45AM	8	0	36	0	**44**	0	0	0	0	**0**	3	23	0	0	**26**	0	41	2	0	**43**	**113**
Hourly Total	21	0	118	0	**139**	0	0	0	0	**0**	13	67	0	0	**80**	0	140	5	0	**145**	**364**
8:00AM	1	0	26	0	**27**	0	0	0	0	**0**	5	20	0	0	**25**	0	36	1	0	**37**	**89**
8:15AM	4	0	18	0	**22**	0	0	0	0	**0**	4	10	0	0	**14**	0	33	1	0	**34**	**70**
8:30AM	3	0	13	0	**16**	0	0	0	0	**0**	8	15	0	0	**23**	0	26	0	0	**26**	**65**
8:45AM	3	0	6	0	**9**	0	0	0	0	**0**	5	20	1	0	**26**	0	21	0	0	**21**	**56**
Hourly Total	11	0	63	0	**74**	0	0	0	0	**0**	22	65	1	0	**88**	0	116	2	0	**118**	**280**
Total	32	0	181	0	**213**	0	0	0	0	**0**	35	132	1	0	**168**	0	256	7	0	**263**	**644**
% Approach	15.0%	0%	85.0%	0%	**-**	0%	0%	0%	0%	**-**	20.8%	78.6%	0.6%	0%	**-**	0%	97.3%	2.7%	0%	**-**	-
% Total	5.0%	0%	28.1%	0%	**33.1%**	0%	0%	0%	0%	**0%**	5.4%	20.5%	0.2%	0%	**26.1%**	0%	39.8%	1.1%	0%	**40.8%**	-
Lights	32	0	180	0	**212**	0	0	0	0	**0**	35	128	1	0	**164**	0	249	7	0	**256**	632
% Lights	100%	0%	99.4%	0%	**99.5%**	0%	0%	0%	0%	**-**	100%	97.0%	100%	0%	**97.6%**	0%	97.3%	100%	0%	**97.3%**	98.1%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**-**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	0	1	0	**1**	0	0	0	0	**0**	0	4	0	0	**4**	0	7	0	0	**7**	12
% Buses and Single-Unit Trucks	0%	0%	0.6%	0%	**0.5%**	0%	0%	0%	0%	**-**	0%	3.0%	0%	0%	**2.4%**	0%	2.7%	0%	0%	**2.7%**	1.9%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

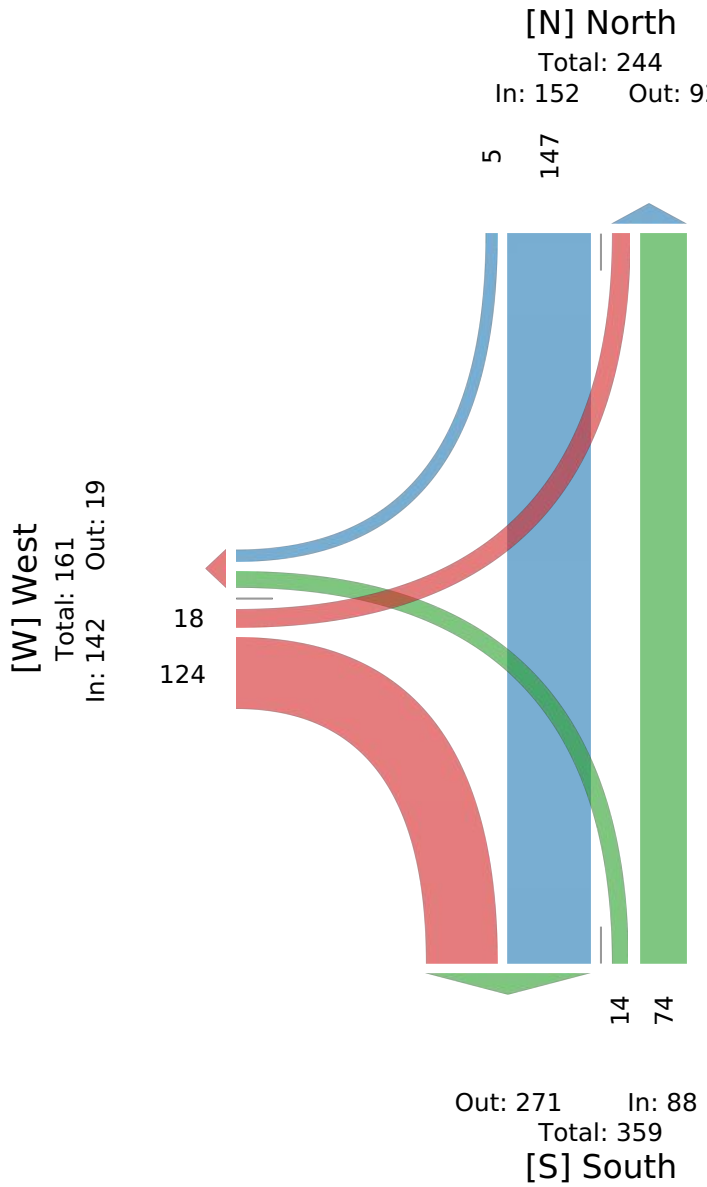
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:15AM	3	0	29	0	**32**	0	0	0	0	**0**	1	15	0	0	**16**	0	30	1	0	**31**	**79**
7:30AM	6	0	33	0	**39**	0	0	0	0	**0**	5	16	0	0	**21**	0	40	1	0	**41**	**101**
7:45AM	8	0	36	0	**44**	0	0	0	0	**0**	3	23	0	0	**26**	0	41	2	0	**43**	**113**
8:00AM	1	0	26	0	**27**	0	0	0	0	**0**	5	20	0	0	**25**	0	36	1	0	**37**	**89**
Total	18	0	124	0	**142**	0	0	0	0	**0**	14	74	0	0	**88**	0	147	5	0	**152**	**382**
% Approach	12.7%	0%	87.3%	0%	**-**	0%	0%	0%	0%	**-**	15.9%	84.1%	0%	0%	**-**	0%	96.7%	3.3%	0%	**-**	-
% Total	4.7%	0%	32.5%	0%	**37.2%**	0%	0%	0%	0%	**0%**	3.7%	19.4%	0%	0%	**23.0%**	0%	38.5%	1.3%	0%	**39.8%**	-
PHF	0.563	-	0.861	-	**0.807**	-	-	-	-	**-**	0.700	0.804	-	-	**0.846**	-	0.896	0.625	-	**0.884**	0.845
Lights	18	0	124	0	**142**	0	0	0	0	**0**	14	73	0	0	**87**	0	144	5	0	**149**	378
% Lights	100%	0%	100%	0%	**100%**	0%	0%	0%	0%	**-**	100%	98.6%	0%	0%	**98.9%**	0%	98.0%	100%	0%	**98.0%**	99.0%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**-**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	0	3	0	0	**3**	4
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**-**	0%	1.4%	0%	0%	**1.1%**	0%	2.0%	0%	0%	**2.0%**	1.0%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

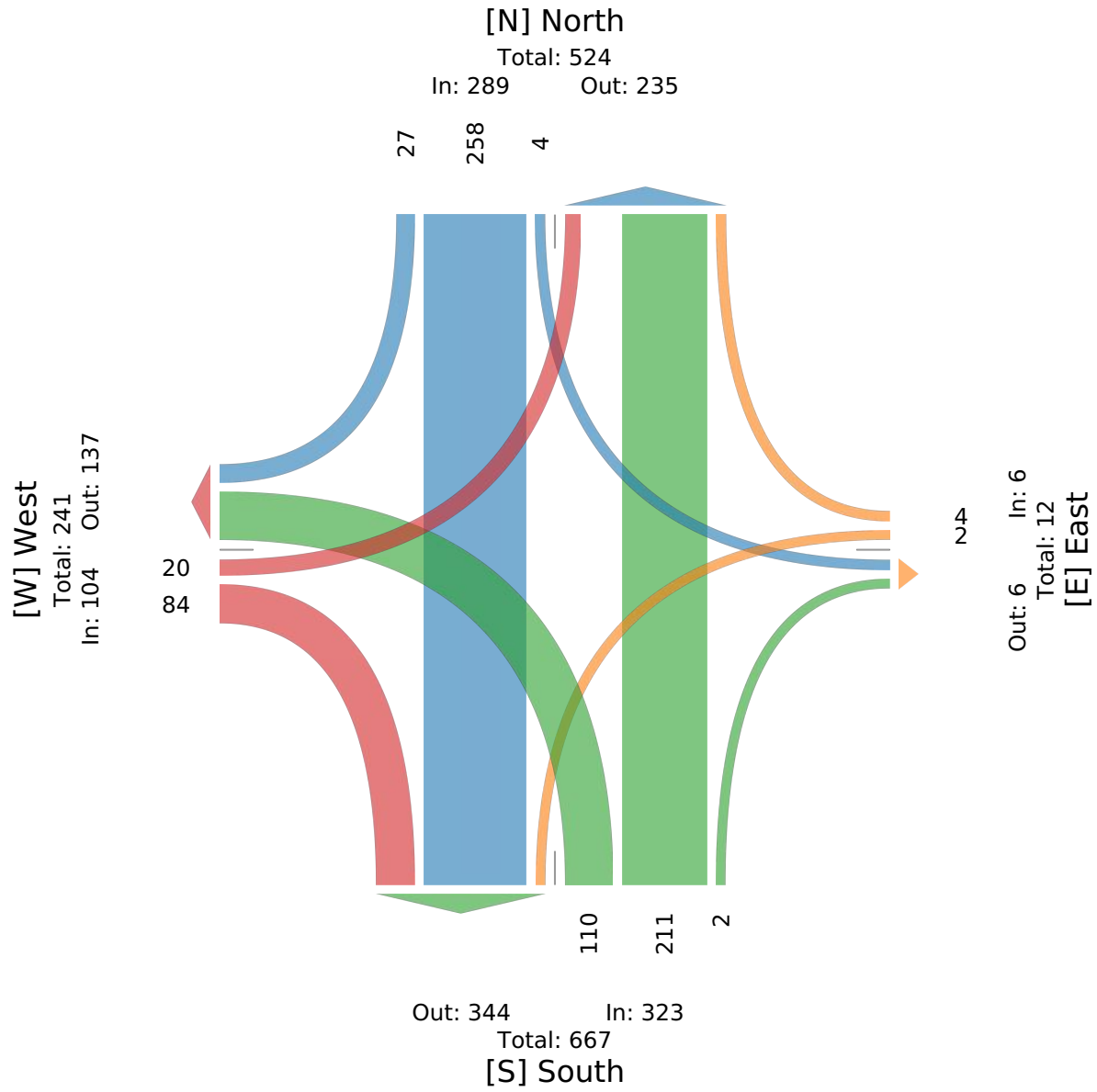
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 4:00PM	2	0	7	0	**9**	0	0	1	0	**1**	14	26	0	0	**40**	1	31	4	0	**36**	**86**
4:15PM	2	0	5	0	**7**	0	0	0	0	**0**	17	28	0	0	**45**	0	24	2	0	**26**	**78**
4:30PM	2	0	14	0	**16**	0	0	0	0	**0**	17	28	0	0	**45**	0	23	3	0	**26**	**87**
4:45PM	3	0	9	0	**12**	0	0	1	0	**1**	8	33	0	0	**41**	1	23	5	0	**29**	**83**
Hourly Total	9	0	35	0	**44**	0	0	2	0	**2**	56	115	0	0	**171**	2	101	14	0	**117**	**334**
5:00PM	3	0	12	0	**15**	0	0	0	0	**0**	14	25	0	0	**39**	0	39	2	0	**41**	**95**
5:15PM	3	0	4	0	**7**	0	0	0	0	**0**	12	27	0	0	**39**	2	30	3	0	**35**	**81**
5:30PM	3	0	18	0	**21**	2	0	0	0	**2**	15	20	2	0	**37**	0	50	4	0	**54**	**114**
5:45PM	2	0	15	0	**17**	0	0	2	0	**2**	13	24	0	0	**37**	0	38	4	0	**42**	**98**
Hourly Total	11	0	49	0	**60**	2	0	2	0	**4**	54	96	2	0	**152**	2	157	13	0	**172**	**388**
Total	20	0	84	0	**104**	2	0	4	0	**6**	110	211	2	0	**323**	4	258	27	0	**289**	**722**
% Approach	19.2%	0%	80.8%	0%	**-**	33.3%	0%	66.7%	0%	**-**	34.1%	65.3%	0.6%	0%	**-**	1.4%	89.3%	9.3%	0%	**-**	-
% Total	2.8%	0%	11.6%	0%	**14.4%**	0.3%	0%	0.6%	0%	**0.8%**	15.2%	29.2%	0.3%	0%	**44.7%**	0.6%	35.7%	3.7%	0%	**40.0%**	-
Lights	20	0	84	0	**104**	2	0	4	0	**6**	110	210	2	0	**322**	4	255	27	0	**286**	718
% Lights	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	100%	99.5%	100%	0%	**99.7%**	100%	98.8%	100%	0%	**99.0%**	99.4%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	0	3	0	0	**3**	4
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0.5%	0%	0%	**0.3%**	0%	1.2%	0%	0%	**1.0%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Tue Apr 22, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

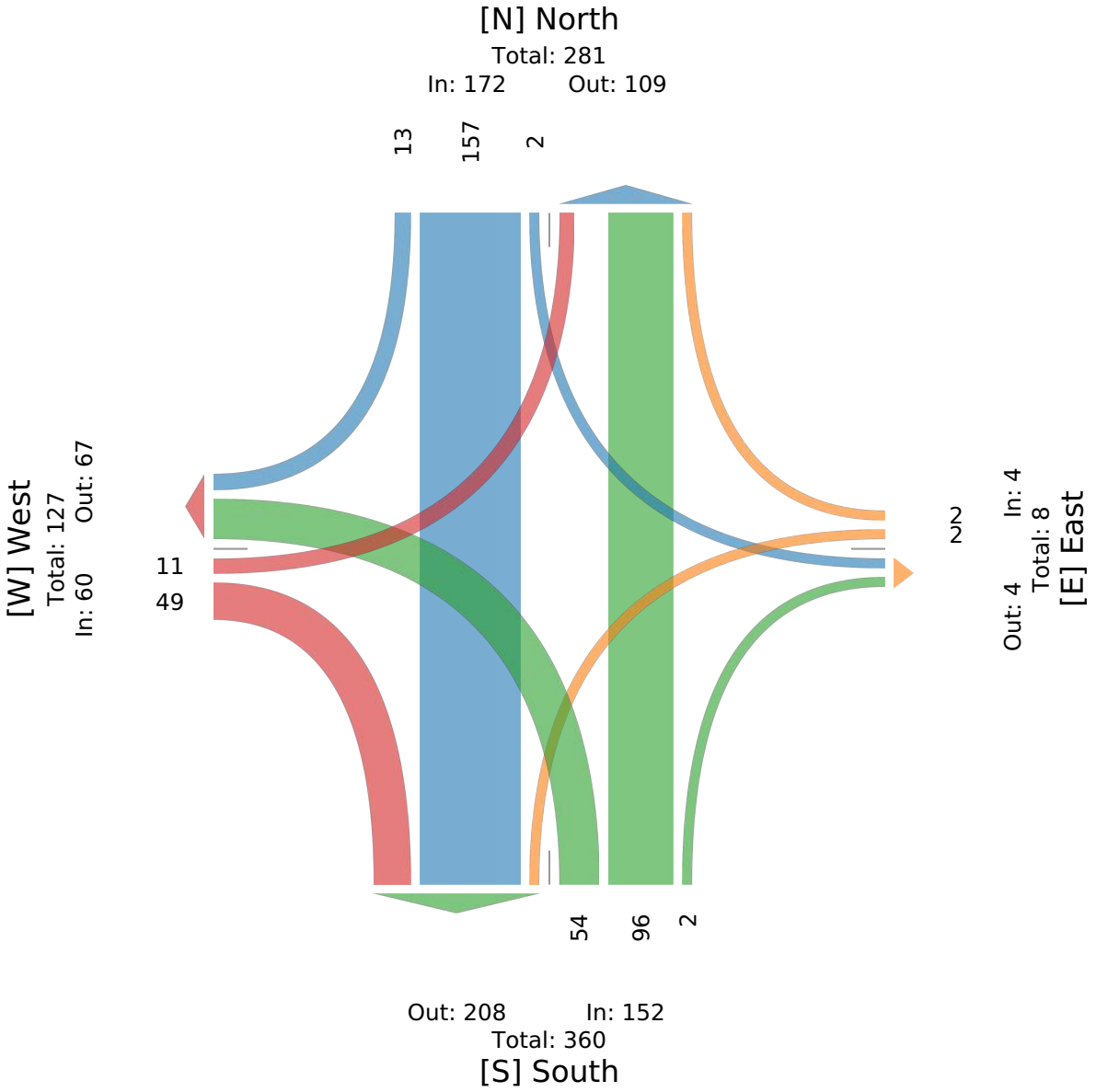
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 5:00PM	3	0	12	0	**15**	0	0	0	0	**0**	14	25	0	0	**39**	0	39	2	0	**41**	**95**
5:15PM	3	0	4	0	**7**	0	0	0	0	**0**	12	27	0	0	**39**	2	30	3	0	**35**	**81**
5:30PM	3	0	18	0	**21**	2	0	0	0	**2**	15	20	2	0	**37**	0	50	4	0	**54**	**114**
5:45PM	2	0	15	0	**17**	0	0	2	0	**2**	13	24	0	0	**37**	0	38	4	0	**42**	**98**
Total	11	0	49	0	**60**	2	0	2	0	**4**	54	96	2	0	**152**	2	157	13	0	**172**	**388**
% Approach	18.3%	0%	81.7%	0%	**-**	50.0%	0%	50.0%	0%	**-**	35.5%	63.2%	1.3%	0%	**-**	1.2%	91.3%	7.6%	0%	**-**	-
% Total	2.8%	0%	12.6%	0%	**15.5%**	0.5%	0%	0.5%	0%	**1.0%**	13.9%	24.7%	0.5%	0%	**39.2%**	0.5%	40.5%	3.4%	0%	**44.3%**	-
PHF	0.917	-	0.681	-	**0.714**	0.250	-	0.250	-	**0.500**	0.900	0.889	0.250	-	**0.974**	0.250	0.785	0.813	-	**0.796**	0.851
Lights	11	0	49	0	**60**	2	0	2	0	**4**	54	96	2	0	**152**	2	156	13	0	**171**	387
% Lights	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	100%	100%	100%	0%	**100%**	100%	99.4%	100%	0%	**99.4%**	99.7%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	1
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0.6%	0%	0%	**0.6%**	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Tue Apr 22, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

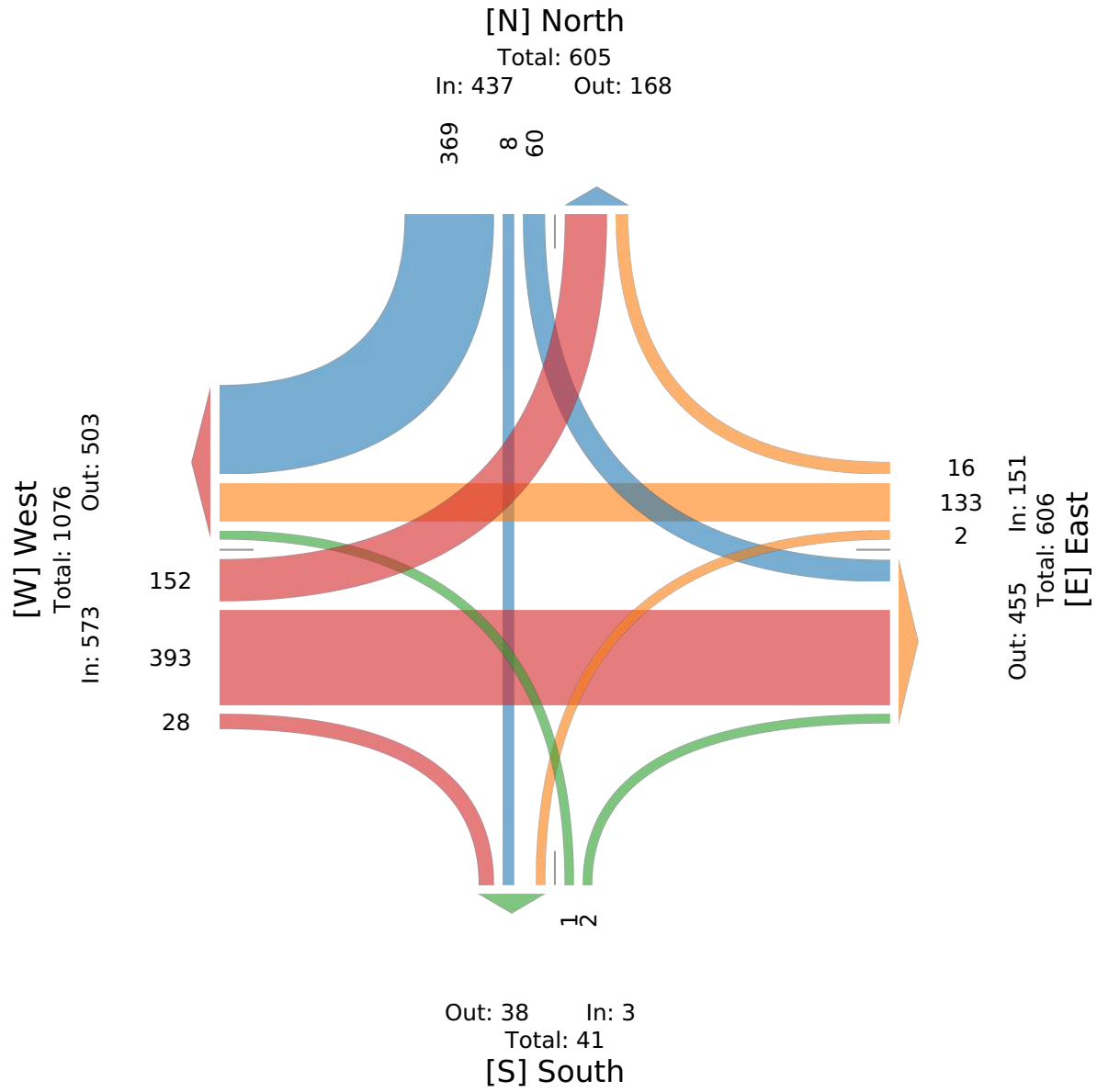
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2025-04-23 7:00AM	18	39	1	0	**58**	0	7	1	0	**8**	0	0	0	0	**0**	1	1	46	0	**48**	**114**
7:15AM	14	46	2	0	**62**	1	22	0	0	**23**	0	0	0	0	**0**	12	0	49	0	**61**	**146**
7:30AM	26	84	2	0	**112**	0	14	0	0	**14**	0	0	0	0	**0**	16	2	52	0	**70**	**196**
7:45AM	20	91	8	0	**119**	0	11	2	0	**13**	0	0	0	0	**0**	20	3	52	0	**75**	**207**
Hourly Total	78	260	13	0	**351**	1	54	3	0	**58**	0	0	0	0	**0**	49	6	199	0	**254**	**663**
8:00AM	23	40	2	0	**65**	0	19	3	0	**22**	0	0	0	0	**0**	5	0	59	0	**64**	**151**
8:15AM	10	36	5	0	**51**	0	20	3	0	**23**	0	0	0	0	**0**	1	1	49	0	**51**	**125**
8:30AM	17	27	5	0	**49**	1	26	6	0	**33**	0	0	2	0	**2**	1	1	38	0	**40**	**124**
8:45AM	24	30	3	0	**57**	0	14	1	0	**15**	1	0	0	0	**1**	4	0	24	0	**28**	**101**
Hourly Total	74	133	15	0	**222**	1	79	13	0	**93**	1	0	2	0	**3**	11	2	170	0	**183**	**501**
Total	152	393	28	0	**573**	2	133	16	0	**151**	1	0	2	0	**3**	60	8	369	0	**437**	**1164**
% Approach	26.5%	68.6%	4.9%	0%	**-**	1.3%	88.1%	10.6%	0%	**-**	33.3%	0%	66.7%	0%	**-**	13.7%	1.8%	84.4%	0%	**-**	-
% Total	13.1%	33.8%	2.4%	0%	**49.2%**	0.2%	11.4%	1.4%	0%	**13.0%**	0.1%	0%	0.2%	0%	**0.3%**	5.2%	0.7%	31.7%	0%	**37.5%**	-
Lights	149	391	28	0	**568**	2	131	16	0	**149**	1	0	2	0	**3**	59	8	362	0	**429**	1149
% Lights	98.0%	99.5%	100%	0%	**99.1%**	100%	98.5%	100%	0%	**98.7%**	100%	0%	100%	0%	**100%**	98.3%	100%	98.1%	0%	**98.2%**	98.7%
Articulated Trucks	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	1
% Articulated Trucks	0%	0.3%	0%	0%	**0.2%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	3	1	0	0	**4**	0	2	0	0	**2**	0	0	0	0	**0**	1	0	7	0	**8**	14
% Buses and Single-Unit Trucks	2.0%	0.3%	0%	0%	**0.7%**	0%	1.5%	0%	0%	**1.3%**	0%	0%	0%	0%	**0%**	1.7%	0%	1.9%	0%	**1.8%**	1.2%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

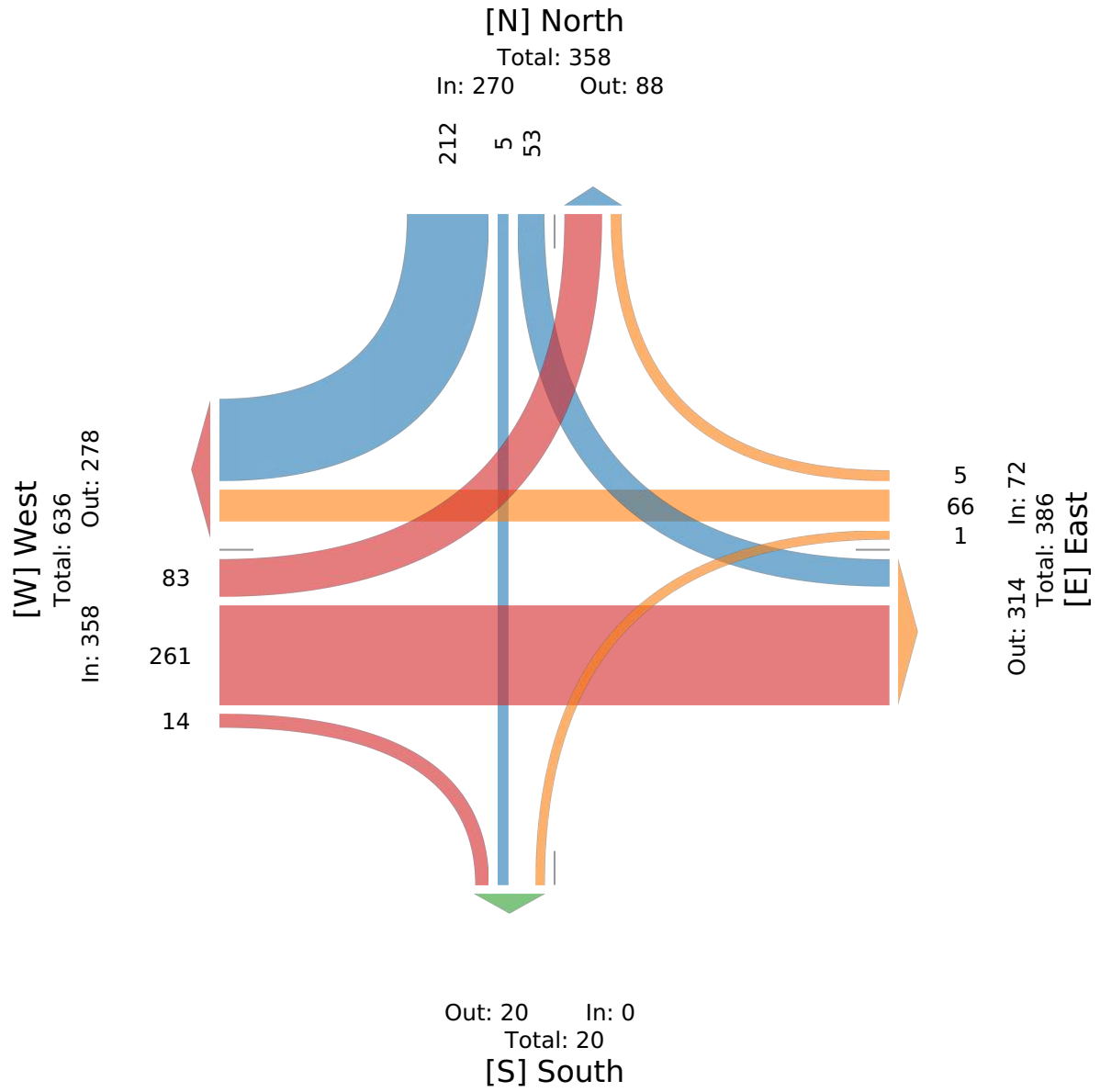
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:15AM	14	46	2	0	**62**	1	22	0	0	**23**	0	0	0	0	**0**	12	0	49	0	**61**	**146**
7:30AM	26	84	2	0	**112**	0	14	0	0	**14**	0	0	0	0	**0**	16	2	52	0	**70**	**196**
7:45AM	20	91	8	0	**119**	0	11	2	0	**13**	0	0	0	0	**0**	20	3	52	0	**75**	**207**
8:00AM	23	40	2	0	**65**	0	19	3	0	**22**	0	0	0	0	**0**	5	0	59	0	**64**	**151**
Total	83	261	14	0	**358**	1	66	5	0	**72**	0	0	0	0	**0**	53	5	212	0	**270**	**700**
% Approach	23.2%	72.9%	3.9%	0%	**-**	1.4%	91.7%	6.9%	0%	**-**	0%	0%	0%	0%	**-**	19.6%	1.9%	78.5%	0%	**-**	-
% Total	11.9%	37.3%	2.0%	0%	**51.1%**	0.1%	9.4%	0.7%	0%	**10.3%**	0%	0%	0%	0%	**0%**	7.6%	0.7%	30.3%	0%	**38.6%**	-
PHF	0.798	0.717	0.438	-	**0.752**	0.250	0.750	0.417	-	**0.783**	-	-	-	-	**-**	0.663	0.417	0.898	-	**0.900**	0.845
Lights	83	260	14	0	**357**	1	64	5	0	**70**	0	0	0	0	**0**	52	5	210	0	**267**	694
% Lights	100%	99.6%	100%	0%	**99.7%**	100%	97.0%	100%	0%	**97.2%**	0%	0%	0%	0%	**-**	98.1%	100%	99.1%	0%	**98.9%**	99.1%
Articulated Trucks	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**-**	0%	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	1	0	0	**1**	0	2	0	0	**2**	0	0	0	0	**0**	1	0	2	0	**3**	6
% Buses and Single-Unit Trucks	0%	0.4%	0%	0%	**0.3%**	0%	3.0%	0%	0%	**2.8%**	0%	0%	0%	0%	**-**	1.9%	0%	0.9%	0%	**1.1%**	0.9%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

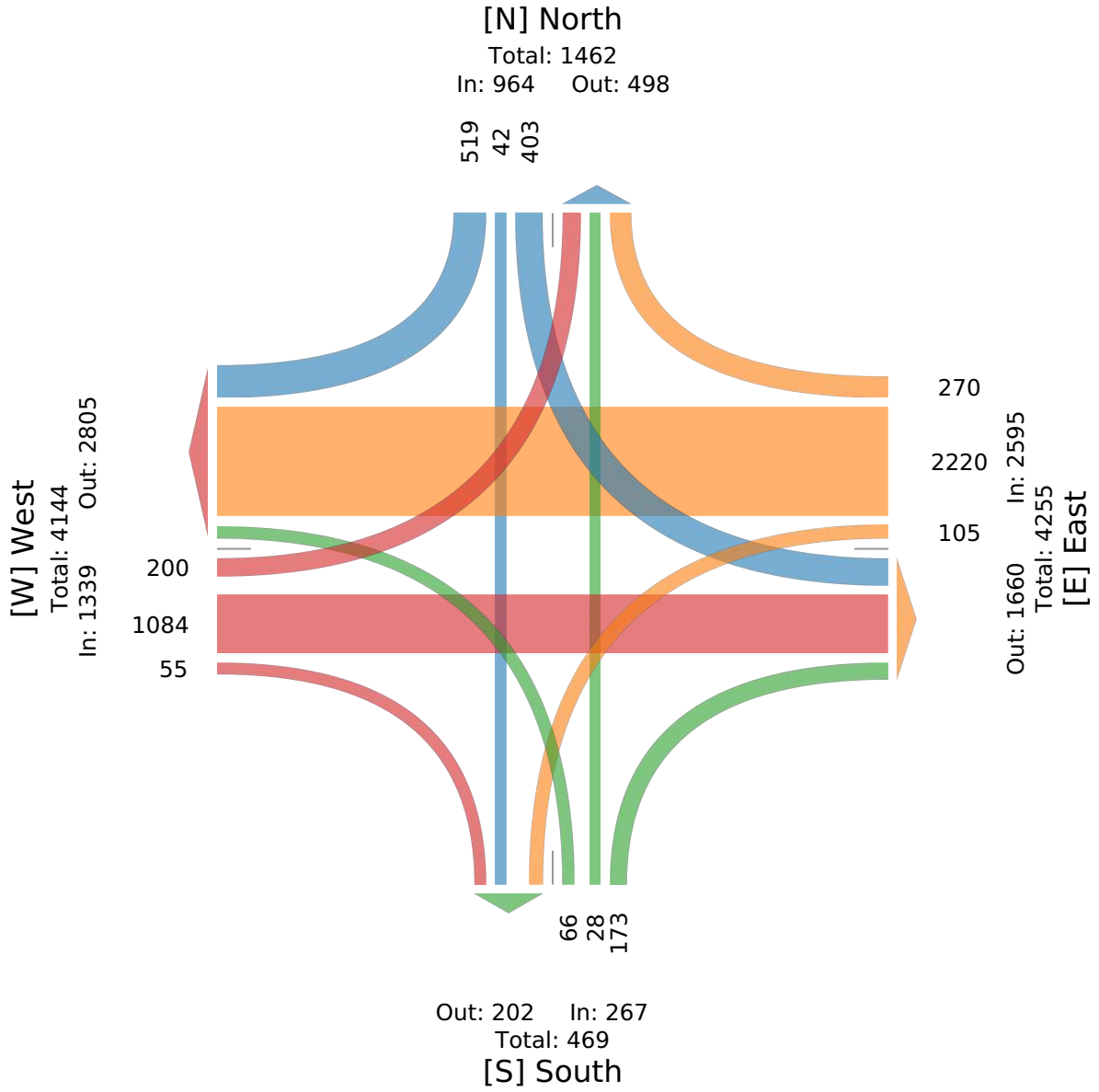
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2025-04-21 4:00PM	25	113	7	0	**145**	15	232	35	0	**282**	8	3	15	0	**26**	45	4	52	0	**101**	**554**
4:15PM	30	95	3	0	**128**	14	298	38	0	**350**	6	0	24	0	**30**	49	7	59	0	**115**	**623**
4:30PM	23	119	7	0	**149**	5	277	35	0	**317**	4	4	16	0	**24**	45	6	74	0	**125**	**615**
4:45PM	19	125	9	0	**153**	16	258	38	0	**312**	21	4	49	0	**74**	41	2	46	0	**89**	**628**
Hourly Total	97	452	26	0	**575**	50	1065	146	0	**1261**	39	11	104	0	**154**	180	19	231	0	**430**	**2420**
5:00PM	26	176	8	0	**210**	10	320	35	0	**365**	8	7	26	0	**41**	74	10	92	0	**176**	**792**
5:15PM	29	149	7	0	**185**	15	330	41	0	**386**	9	3	13	0	**25**	43	5	66	0	**114**	**710**
5:30PM	29	155	8	0	**192**	17	296	25	0	**338**	5	5	12	0	**22**	58	6	78	0	**142**	**694**
5:45PM	19	152	6	0	**177**	13	209	23	0	**245**	5	2	18	0	**25**	48	2	52	0	**102**	**549**
Hourly Total	103	632	29	0	**764**	55	1155	124	0	**1334**	27	17	69	0	**113**	223	23	288	0	**534**	**2745**
6:00PM	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
Total	200	1084	55	0	**1339**	105	2220	270	0	**2595**	66	28	173	0	**267**	403	42	519	0	**964**	**5165**
% Approach	14.9%	81.0%	4.1%	0%	**-**	4.0%	85.5%	10.4%	0%	**-**	24.7%	10.5%	64.8%	0%	**-**	41.8%	4.4%	53.8%	0%	**-**	-
% Total	3.9%	21.0%	1.1%	0%	**25.9%**	2.0%	43.0%	5.2%	0%	**50.2%**	1.3%	0.5%	3.3%	0%	**5.2%**	7.8%	0.8%	10.0%	0%	**18.7%**	-
Lights	199	1068	55	0	**1322**	104	2210	268	0	**2582**	66	28	171	0	**265**	400	42	518	0	**960**	5129
% Lights	99.5%	98.5%	100%	0%	**98.7%**	99.0%	99.5%	99.3%	0%	**99.5%**	100%	100%	98.8%	0%	**99.3%**	99.3%	100%	99.8%	0%	**99.6%**	99.3%
Articulated Trucks	0	2	0	0	**2**	0	3	0	0	**3**	0	0	0	0	**0**	1	0	0	0	**1**	6
% Articulated Trucks	0%	0.2%	0%	0%	**0.1%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0.2%	0%	0%	0%	**0.1%**	0.1%
Buses and Single-Unit Trucks	1	14	0	0	**15**	1	7	2	0	**10**	0	0	2	0	**2**	2	0	1	0	**3**	30
% Buses and Single-Unit Trucks	0.5%	1.3%	0%	0%	**1.1%**	1.0%	0.3%	0.7%	0%	**0.4%**	0%	0%	1.2%	0%	**0.7%**	0.5%	0%	0.2%	0%	**0.3%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

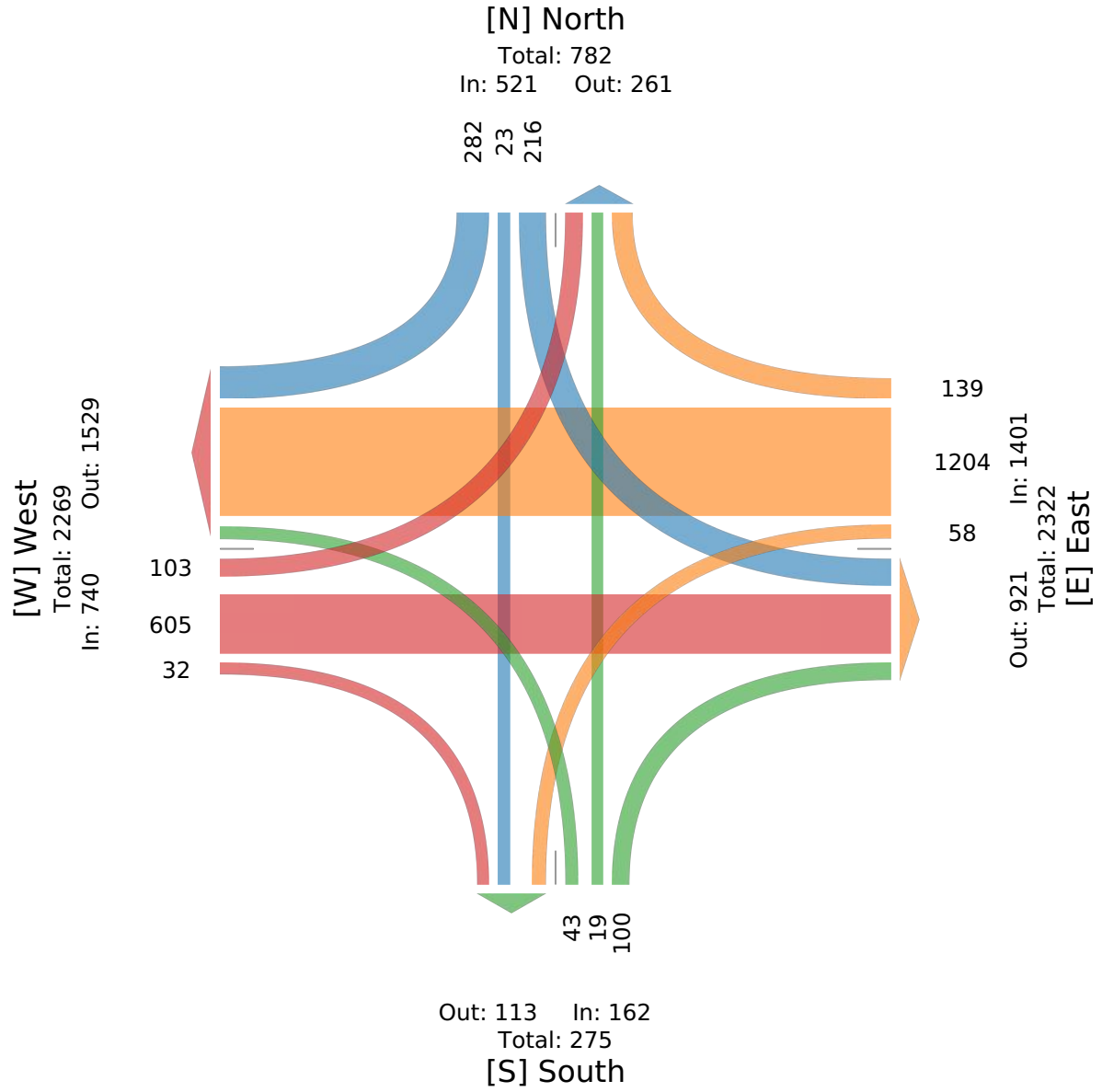
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Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-21 4:45PM	19	125	9	0	**153**	16	258	38	0	**312**	21	4	49	0	**74**	41	2	46	0	**89**	**628**
5:00PM	26	176	8	0	**210**	10	320	35	0	**365**	8	7	26	0	**41**	74	10	92	0	**176**	**792**
5:15PM	29	149	7	0	**185**	15	330	41	0	**386**	9	3	13	0	**25**	43	5	66	0	**114**	**710**
5:30PM	29	155	8	0	**192**	17	296	25	0	**338**	5	5	12	0	**22**	58	6	78	0	**142**	**694**
Total	103	605	32	0	**740**	58	1204	139	0	**1401**	43	19	100	0	**162**	216	23	282	0	**521**	**2824**
% Approach	13.9%	81.8%	4.3%	0%	-	4.1%	85.9%	9.9%	0%	-	26.5%	11.7%	61.7%	0%	-	41.5%	4.4%	54.1%	0%	-	-
% Total	3.6%	21.4%	1.1%	0%	**26.2%**	2.1%	42.6%	4.9%	0%	**49.6%**	1.5%	0.7%	3.5%	0%	**5.7%**	7.6%	0.8%	10.0%	0%	**18.4%**	-
PHF	0.888	0.859	0.889	-	**0.881**	0.853	0.912	0.848	-	**0.907**	0.512	0.679	0.510	-	**0.547**	0.730	0.575	0.766	-	**0.740**	0.891
Lights	103	597	32	0	**732**	58	1201	139	0	**1398**	43	19	100	0	**162**	214	23	282	0	**519**	2811
% Lights	100%	98.7%	100%	0%	**98.9%**	100%	99.8%	100%	0%	**99.8%**	100%	100%	100%	0%	**100%**	99.1%	100%	100%	0%	**99.6%**	99.5%
Articulated Trucks	0	2	0	0	**2**	0	2	0	0	**2**	0	0	0	0	**0**	0	0	0	0	**0**	4
% Articulated Trucks	0%	0.3%	0%	0%	**0.3%**	0%	0.2%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	6	0	0	**6**	0	1	0	0	**1**	0	0	0	0	**0**	2	0	0	0	**2**	9
% Buses and Single-Unit Trucks	0%	1.0%	0%	0%	**0.8%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0.9%	0%	0%	0%	**0.4%**	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
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HISTORICAL AADT

AADT TABLE

NWARPC TRAVEL FORECASTING MODEL PROJECTIONS

W. Mt. Comfort Rd (btwn Woodlark & Shiloh)

year	AADT	Growth % to 2045	Growth % to next year
2018	11256	2.84%	2.40%
2025	13145	2.56%	2.29%
2035	16156	2.31%	2.31%
2045	19888		
		2.57%	2.33%

W. Mt. Comfort Rd (btwn Hatterly & Woodlark)

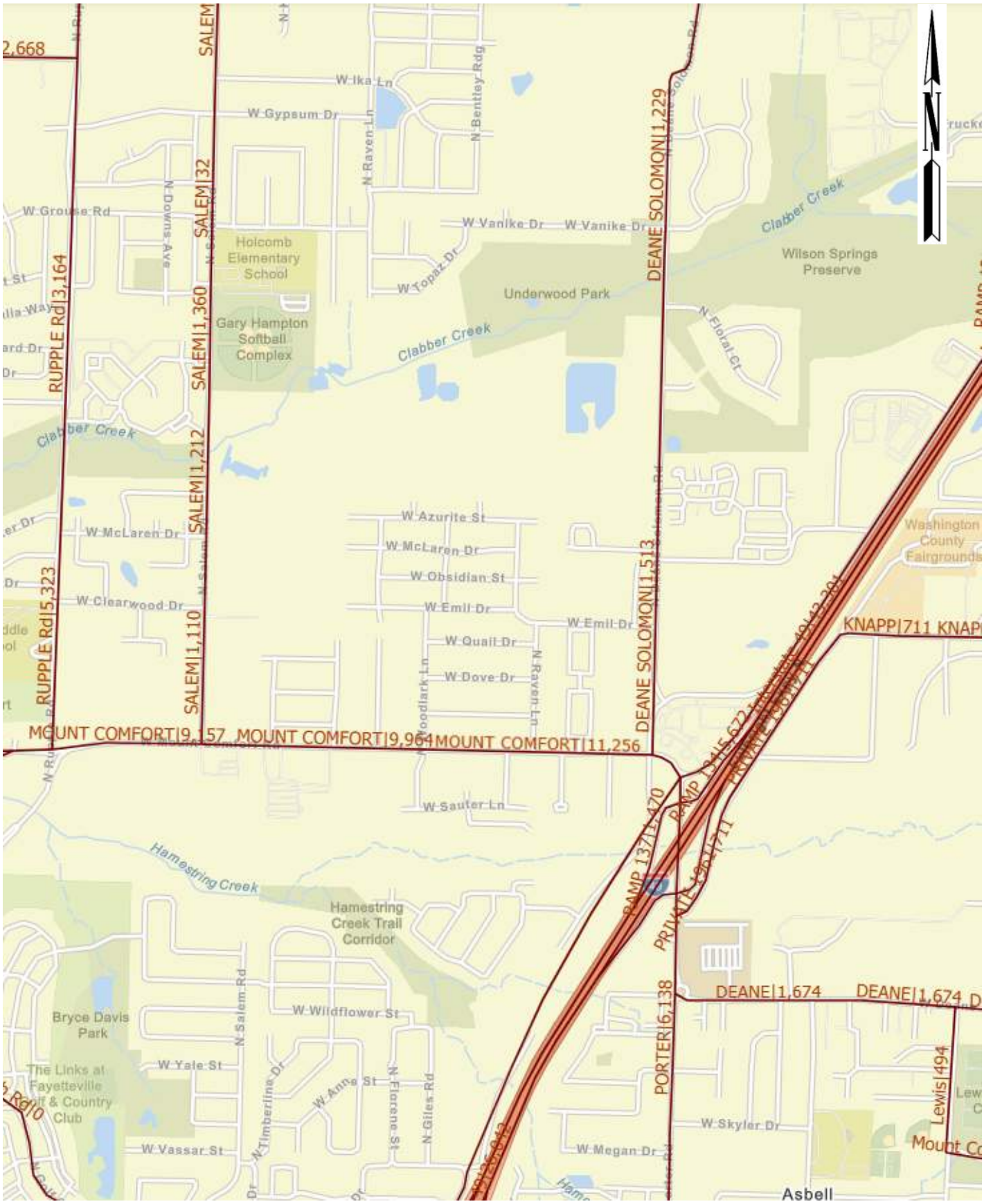
year	AADT	Growth % to 2045	Growth % to next year
2018	9964	2.76%	2.19%
2025	11490	2.57%	2.60%
2035	14479	2.01%	2.01%
2045	17385		
		2.44%	2.27%
			2.65%

Deane Solomon (btwn Mt. Comfort & Vanike)

year	AADT	Growth % to 2045	Growth % to next year
2018	1513	7.82%	10.37%
2025	2611	4.01%	4.53%
2035	3795	2.40%	2.40%
2045	4706		
		4.74%	5.77%

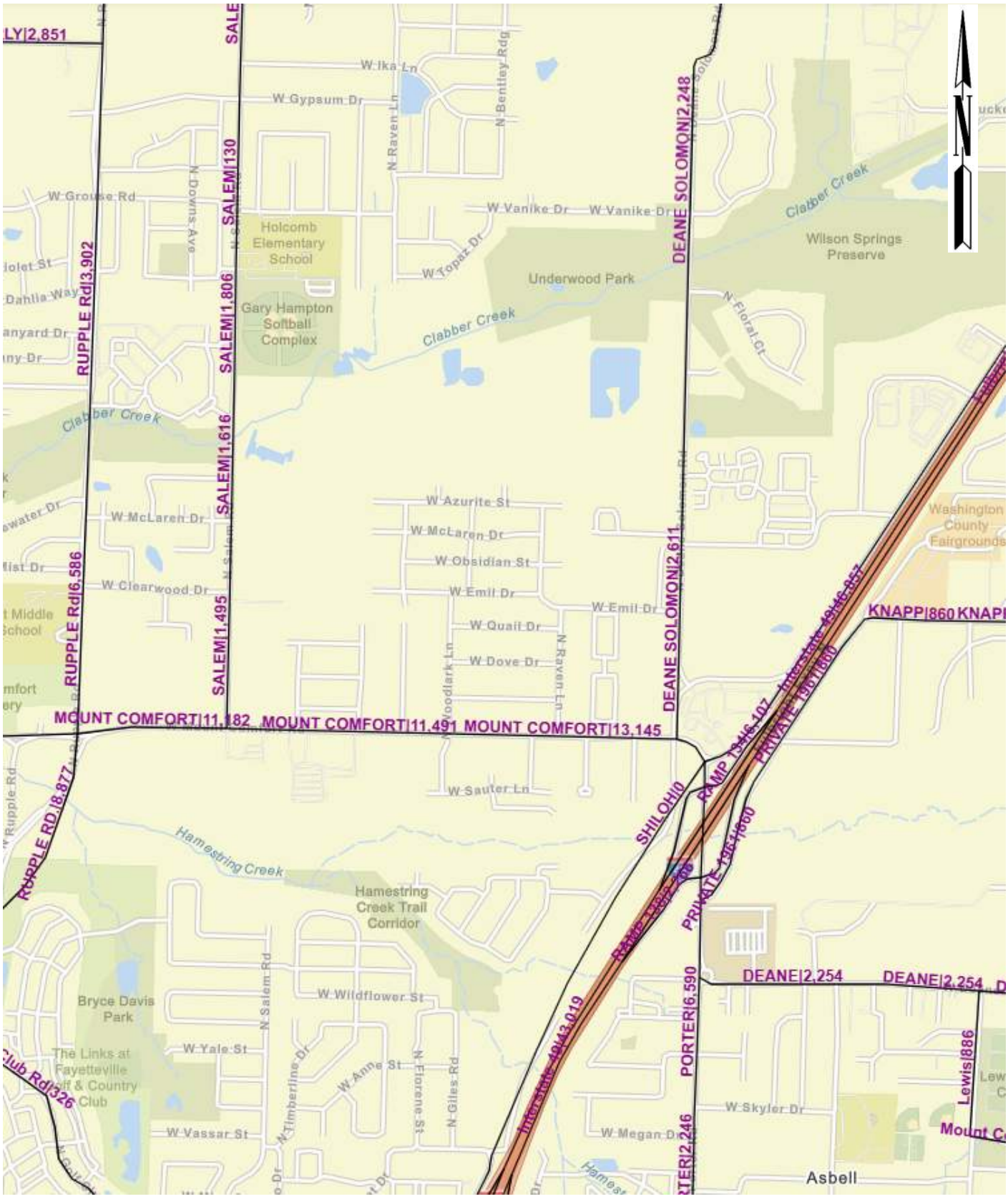
Sum

year	AADT	Growth % to 2045	Growth % to next year
2018	22733	3.14%	2.84%
2025	27246	2.70%	2.64%
2035	34430	2.19%	2.19%
2045	41979		
		2.68%	2.56%



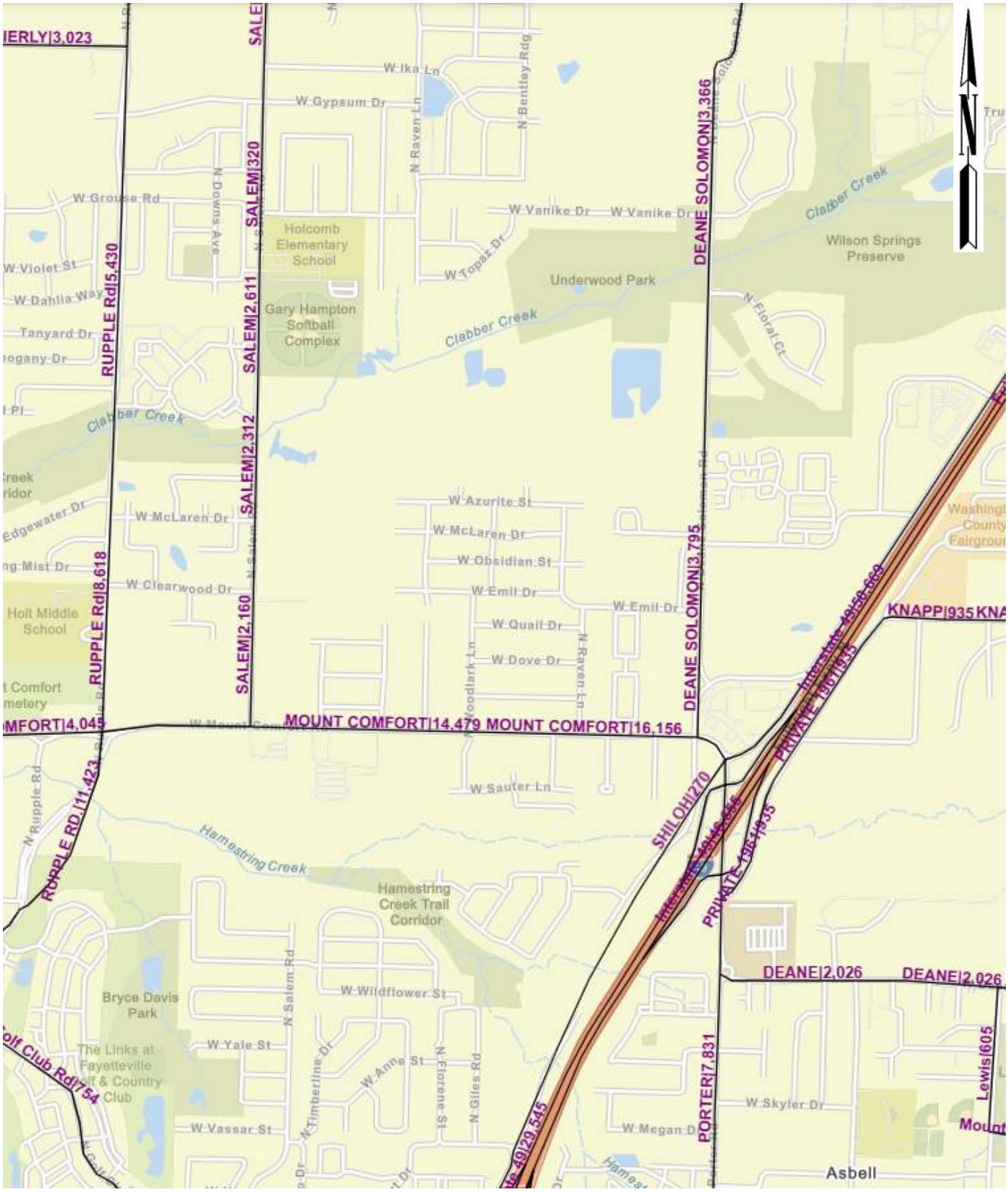
Base Model ADT—Year 2018

Fayetteville, Arkansas



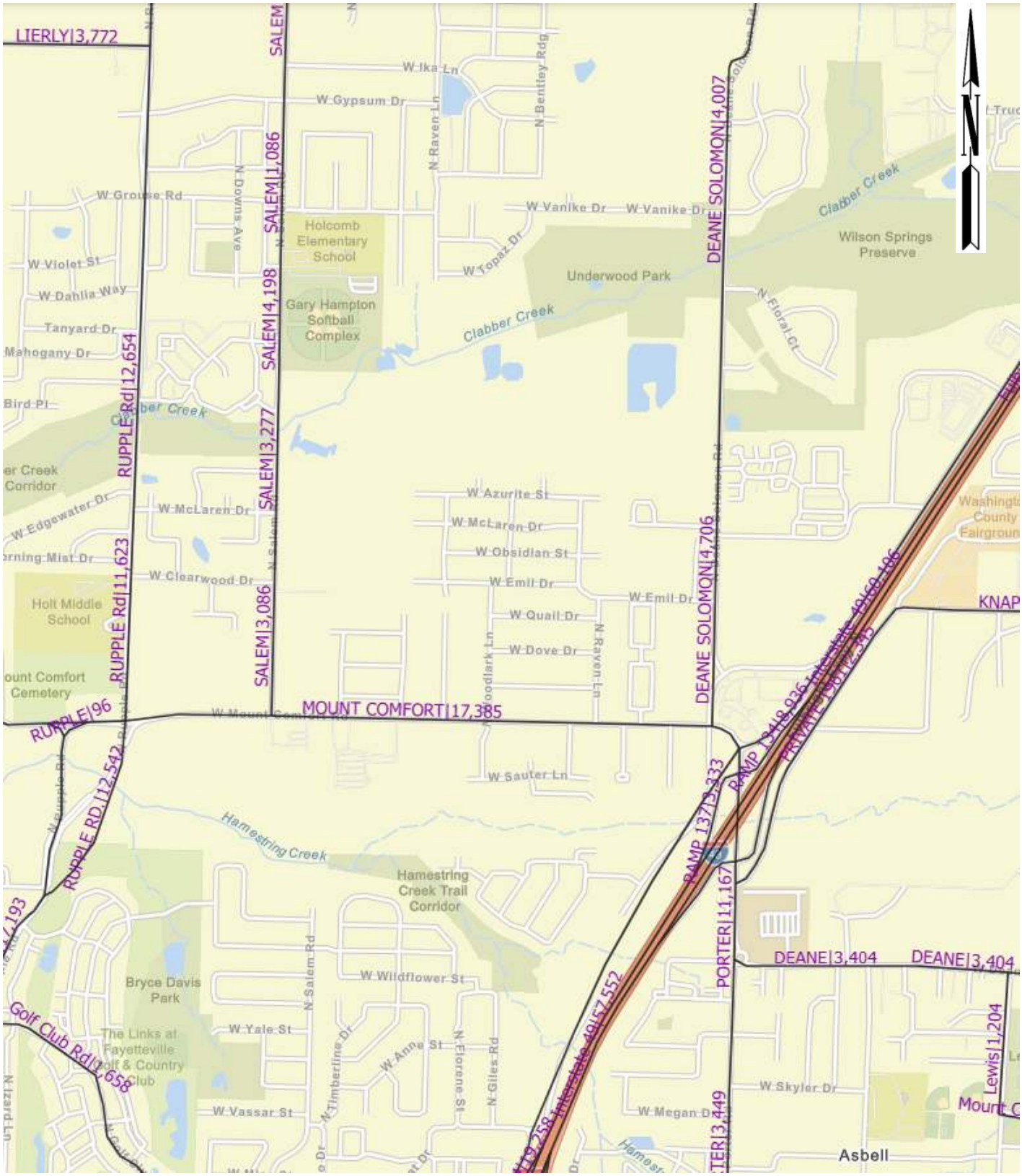
Future Forecast ADT—Year 2025

Fayetteville, Arkansas



Future Forecast ADT—Year 2035

Fayetteville, Arkansas



Future Forecast ADT—Year 2045

Fayetteville, Arkansas

SYNCHRO ANALYSIS

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	1644	3	4	425	7	6	0	16	3	0	2
Future Vol, veh/h	7	1644	3	4	425	7	6	0	16	3	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	60	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	3	2	2	2	2	2	2	2
Mvmt Flow	8	1787	3	4	462	8	7	0	17	3	0	2

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	470	0	0	1790	0	0	2043	2282	895	1383	2280	235
Stage 1	-	-	-	-	-	-	1804	1804	-	474	474	-
Stage 2	-	-	-	-	-	-	240	478	-	909	1805	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1088	-	-	342	-	-	33	39	284	103	39	767
Stage 1	-	-	-	-	-	-	82	130	-	540	556	-
Stage 2	-	-	-	-	-	-	742	554	-	296	129	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1088	-	-	342	-	-	32	38	284	94	38	767
Mov Cap-2 Maneuver	-	-	-	-	-	-	32	38	-	94	38	-
Stage 1	-	-	-	-	-	-	81	128	-	532	548	-
Stage 2	-	-	-	-	-	-	729	546	-	274	128	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.15	0.36	59.24	30.71
HCM LOS			F	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	90	15	-	-	32	-	-	94	767
HCM Lane V/C Ratio	0.267	0.007	-	-	0.013	-	-	0.035	0.003
HCM Control Delay (s/veh)	59.2	8.3	0.1	-	15.7	0.2	-	44.7	9.7
HCM Lane LOS	F	A	A	-	C	A	-	E	A
HCM 95th %tile Q(veh)	1	0	-	-	0	-	-	0.1	0

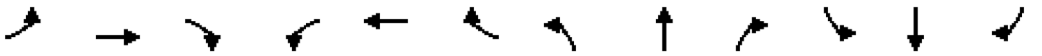
Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	1657	434	10	6	2
Future Vol, veh/h	6	1657	434	10	6	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	1841	482	11	7	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	493	0	-	0	1422	247
Stage 1	-	-	-	-	488	-
Stage 2	-	-	-	-	934	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1066	-	-	-	127	754
Stage 1	-	-	-	-	583	-
Stage 2	-	-	-	-	343	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1066	-	-	-	125	754
Mov Cap-2 Maneuver	-	-	-	-	125	-
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	343	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.14	0	28.92
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	13	-	-	-	125	754
HCM Lane V/C Ratio	0.006	-	-	-	0.053	0.003
HCM Control Delay (s/veh)	8.4	0.1	-	-	35.3	9.8
HCM Lane LOS	A	A	-	-	E	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	270	1353	40	88	382	89	16	17	63	230	25	46
Future Volume (veh/h)	270	1353	40	88	382	89	16	17	63	230	25	46
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1811	1870	1870	1826	1870	1722	1841
Adj Flow Rate, veh/h	284	1424	42	93	402	94	17	18	66	242	26	48
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	6	2	2	5	2	12	4
Cap, veh/h	605	1771	52	243	1271	294	226	27	100	342	98	180
Arrive On Green	0.11	0.50	0.50	0.05	0.44	0.44	0.02	0.08	0.08	0.12	0.18	0.18
Sat Flow, veh/h	1781	3525	104	1781	2864	663	1781	351	1287	1781	542	1000
Grp Volume(v), veh/h	284	717	749	93	248	248	17	0	84	242	0	74
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1751	1781	0	1639	1781	0	1542
Q Serve(g_s), s	6.6	27.6	27.7	2.3	7.4	7.5	0.7	0.0	4.1	10.0	0.0	3.4
Cycle Q Clear(g_c), s	6.6	27.6	27.7	2.3	7.4	7.5	0.7	0.0	4.1	10.0	0.0	3.4
Prop In Lane	1.00		0.06	1.00		0.38	1.00		0.79	1.00		0.65
Lane Grp Cap(c), veh/h	605	893	930	243	789	777	226	0	128	342	0	278
V/C Ratio(X)	0.47	0.80	0.81	0.38	0.31	0.32	0.08	0.00	0.66	0.71	0.00	0.27
Avail Cap(c_a), veh/h	862	1214	1265	256	867	855	300	0	580	342	0	640
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.5	17.0	17.0	15.2	14.7	14.8	33.7	0.0	36.7	28.8	0.0	28.9
Incr Delay (d2), s/veh	0.6	2.9	2.8	1.0	0.2	0.2	0.1	0.0	5.7	6.6	0.0	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	10.3	10.8	0.9	2.7	2.7	0.3	0.0	1.8	4.8	0.0	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.0	19.9	19.8	16.2	15.0	15.0	33.8	0.0	42.4	35.4	0.0	29.4
LnGrp LOS	B	B	B	B	B	B	C		D	D		C
Approach Vol, veh/h		1750			589			101			316	
Approach Delay, s/veh		18.3			15.2			40.9			34.0	
Approach LOS		B			B			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	11.4	9.4	46.2	6.6	19.8	14.2	41.4
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	10.0	29.0	5.0	56.0	5.0	34.0	21.0	40.0
Max Q Clear Time (g_c+I1), s	12.0	6.1	4.3	29.7	2.7	5.4	8.6	9.5
Green Ext Time (p_c), s	0.0	0.4	0.0	11.5	0.0	0.4	0.6	2.9

Intersection Summary	
HCM 7th Control Delay, s/veh	20.2
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	6.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	83	279	14	1	89	5	0	0	0	53	6	212
Future Vol, veh/h	83	279	14	1	89	5	0	0	0	53	6	212
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	60	-	-	60	-	-	50	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	3	2	2	2	2	2	2	2
Mvmt Flow	98	328	16	1	105	6	0	0	0	62	7	249

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	111	0	0	345	0	0	642	645	336	634	650	108
Stage 1	-	-	-	-	-	-	532	532	-	110	110	-
Stage 2	-	-	-	-	-	-	111	113	-	524	540	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1479	-	-	1214	-	-	387	391	706	392	388	946
Stage 1	-	-	-	-	-	-	531	526	-	895	804	-
Stage 2	-	-	-	-	-	-	895	802	-	537	521	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1479	-	-	1214	-	-	261	365	706	366	362	946
Mov Cap-2 Maneuver	-	-	-	-	-	-	261	365	-	366	362	-
Stage 1	-	-	-	-	-	-	496	491	-	894	804	-
Stage 2	-	-	-	-	-	-	652	801	-	501	487	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.68	0.08	0	14.3
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1479	-	-	1214	-	-	703
HCM Lane V/C Ratio	-	-	0.066	-	-	0.001	-	-	0.453
HCM Control Delay (s/veh)	0	0	7.6	-	-	8	-	-	14.3
HCM Lane LOS	A	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	-	-	0.2	-	-	0	-	-	2.4

Intersection	
Int Delay, s/veh	4.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	18	0	124	0	0	0	14	74	0	0	147	5
Future Vol, veh/h	18	0	124	0	0	0	14	74	0	0	147	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	0	146	0	0	0	16	87	0	0	173	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	296	296	176	293	299	87	179	0	0	87	0	0
Stage 1	176	176	-	120	120	-	-	-	-	-	-	-
Stage 2	120	120	-	173	179	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	656	616	867	659	613	971	1397	-	-	1509	-	-
Stage 1	826	754	-	884	796	-	-	-	-	-	-	-
Stage 2	884	796	-	829	751	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	648	608	867	542	606	971	1397	-	-	1509	-	-
Mov Cap-2 Maneuver	648	608	-	542	606	-	-	-	-	-	-	-
Stage 1	826	754	-	873	787	-	-	-	-	-	-	-
Stage 2	873	787	-	689	751	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.41	0	1.21	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	286	-	-	832	-	1509	-	-
HCM Lane V/C Ratio	0.012	-	-	0.201	-	-	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.4	0	0	-	-
HCM Lane LOS	A	A	-	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.7	-	0	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	729	13	8	1487	18	1	0	5	8	0	12
Future Vol, veh/h	7	729	13	8	1487	18	1	0	5	8	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	60	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	792	14	9	1616	20	1	0	5	9	0	13

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1636	0	0	807	0	0	1640	2468	403	2055	2465	818
Stage 1	-	-	-	-	-	-	815	815	-	1643	1643	-
Stage 2	-	-	-	-	-	-	826	1653	-	411	822	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	392	-	-	814	-	-	66	30	597	32	30	319
Stage 1	-	-	-	-	-	-	338	389	-	104	156	-
Stage 2	-	-	-	-	-	-	333	154	-	588	386	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	392	-	-	814	-	-	61	28	597	30	29	319
Mov Cap-2 Maneuver	-	-	-	-	-	-	61	28	-	30	29	-
Stage 1	-	-	-	-	-	-	329	380	-	102	153	-
Stage 2	-	-	-	-	-	-	313	151	-	568	377	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.48	0.23	20.34	76.26
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	241	33	-	-	19	-	-	30	319
HCM Lane V/C Ratio	0.027	0.019	-	-	0.011	-	-	0.286	0.041
HCM Control Delay (s/veh)	20.3	14.4	0.4	-	9.5	0.2	-	165.5	16.8
HCM Lane LOS	C	B	A	-	A	A	-	F	C
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.9	0.1

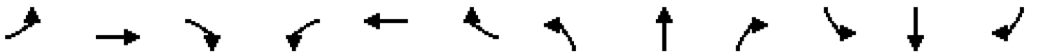
Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	736	1504	34	4	9
Future Vol, veh/h	6	736	1504	34	4	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	783	1600	36	4	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1636	0	-	0	2022	818
Stage 1	-	-	-	-	1618	-
Stage 2	-	-	-	-	404	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	392	-	-	-	50	319
Stage 1	-	-	-	-	148	-
Stage 2	-	-	-	-	643	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	392	-	-	-	49	319
Mov Cap-2 Maneuver	-	-	-	-	49	-
Stage 1	-	-	-	-	144	-
Stage 2	-	-	-	-	643	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.41	0	37.62
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	29	-	-	-	49	319
HCM Lane V/C Ratio	0.016	-	-	-	0.086	0.03
HCM Control Delay (s/veh)	14.3	0.3	-	-	84.8	16.6
HCM Lane LOS	B	A	-	-	F	C
HCM 95th %tile Q(veh)	0	-	-	-	0.3	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	103	605	32	58	1204	139	43	19	100	296	32	291
Future Volume (veh/h)	103	605	32	58	1204	139	43	19	100	296	32	291
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	116	680	36	65	1353	156	48	21	112	333	36	327
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	188	1688	89	404	1546	177	164	41	221	400	40	367
Arrive On Green	0.05	0.49	0.49	0.04	0.48	0.48	0.03	0.16	0.16	0.13	0.25	0.25
Sat Flow, veh/h	1781	3433	182	1781	3213	368	1781	256	1368	1781	160	1450
Grp Volume(v), veh/h	116	352	364	65	745	764	48	0	133	333	0	363
Grp Sat Flow(s),veh/h/ln	1781	1777	1838	1781	1777	1804	1781	0	1624	1781	0	1609
Q Serve(g_s), s	3.6	13.9	13.9	2.0	41.4	42.2	2.5	0.0	8.3	14.0	0.0	24.0
Cycle Q Clear(g_c), s	3.6	13.9	13.9	2.0	41.4	42.2	2.5	0.0	8.3	14.0	0.0	24.0
Prop In Lane	1.00		0.10	1.00		0.20	1.00		0.84	1.00		0.90
Lane Grp Cap(c), veh/h	188	874	904	404	855	868	164	0	262	400	0	408
V/C Ratio(X)	0.62	0.40	0.40	0.16	0.87	0.88	0.29	0.00	0.51	0.83	0.00	0.89
Avail Cap(c_a), veh/h	213	996	1031	415	964	979	182	0	426	400	0	553
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	24.2	17.8	17.8	14.0	25.6	25.8	37.6	0.0	42.3	35.5	0.0	39.8
Incr Delay (d2), s/veh	4.3	0.3	0.3	0.2	8.0	8.6	1.0	0.0	1.5	14.0	0.0	13.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.6	5.4	5.6	0.8	18.0	18.8	1.1	0.0	3.5	3.6	0.0	11.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	28.5	18.1	18.1	14.2	33.6	34.4	38.6	0.0	43.8	49.5	0.0	52.9
LnGrp LOS	C	B	B	B	C	C	D		D	D		D
Approach Vol, veh/h		832			1574			181			696	
Approach Delay, s/veh		19.5			33.2			42.4			51.3	
Approach LOS		B			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.0	22.9	9.3	59.4	8.9	33.0	10.5	58.2
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	14.0	29.0	5.0	62.0	5.0	38.0	7.0	60.0
Max Q Clear Time (g_c+I1), s	16.0	10.3	4.0	15.9	4.5	26.0	5.6	44.2
Green Ext Time (p_c), s	0.0	0.7	0.0	4.6	0.0	2.0	0.0	9.1

Intersection Summary	
HCM 7th Control Delay, s/veh	34.1
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	6.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	126	127	8	3	430	30	8	4	2	26	1	181
Future Vol, veh/h	126	127	8	3	430	30	8	4	2	26	1	181
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	60	-	-	60	-	-	50	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	143	144	9	3	489	34	9	5	2	30	1	206

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	523	0	0	153	0	0	931	965	149	945	952	506
Stage 1	-	-	-	-	-	-	435	435	-	513	513	-
Stage 2	-	-	-	-	-	-	496	530	-	433	440	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1044	-	-	1427	-	-	247	255	898	242	259	567
Stage 1	-	-	-	-	-	-	599	580	-	544	536	-
Stage 2	-	-	-	-	-	-	556	527	-	601	578	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1044	-	-	1427	-	-	135	219	898	204	223	567
Mov Cap-2 Maneuver	-	-	-	-	-	-	135	219	-	204	223	-
Stage 1	-	-	-	-	-	-	517	501	-	543	535	-
Stage 2	-	-	-	-	-	-	352	526	-	513	498	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	4.34	0.05	26.73	20.76
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	135	293	1044	-	-	1427	-	-	461
HCM Lane V/C Ratio	0.067	0.023	0.137	-	-	0.002	-	-	0.513
HCM Control Delay (s/veh)	33.6	17.6	9	-	-	7.5	-	-	20.8
HCM Lane LOS	D	C	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.2	0.1	0.5	-	-	0	-	-	2.9

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	11	0	49	2	0	2	54	104	2	2	157	13
Future Vol, veh/h	11	0	49	2	0	2	54	104	2	2	157	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	0	58	2	0	2	64	122	2	2	185	15

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	446	449	192	440	455	124	200	0	0	125	0	0
Stage 1	197	197	-	251	251	-	-	-	-	-	-	-
Stage 2	249	252	-	189	205	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	522	505	849	527	501	927	1372	-	-	1462	-	-
Stage 1	805	738	-	754	699	-	-	-	-	-	-	-
Stage 2	755	699	-	812	732	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	494	479	849	466	475	927	1372	-	-	1462	-	-
Mov Cap-2 Maneuver	494	479	-	466	475	-	-	-	-	-	-	-
Stage 1	803	736	-	716	665	-	-	-	-	-	-	-
Stage 2	715	664	-	756	731	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.3	10.85	2.62	0.09
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	605	-	-	750	621	21	-	-
HCM Lane V/C Ratio	0.046	-	-	0.094	0.008	0.002	-	-
HCM Control Delay (s/veh)	7.8	0	-	10.3	10.8	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0	0	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	1731	3	4	448	7	6	0	17	3	0	2
Future Vol, veh/h	7	1731	3	4	448	7	6	0	17	3	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	60	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	3	2	2	2	2	2	2	2
Mvmt Flow	8	1882	3	4	487	8	7	0	18	3	0	2

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	495	0	0	1885	0	0	2151	2402	942	1455	2399	247
Stage 1	-	-	-	-	-	-	1898	1898	-	499	499	-
Stage 2	-	-	-	-	-	-	252	503	-	956	1900	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1065	-	-	314	-	-	27	33	264	91	33	753
Stage 1	-	-	-	-	-	-	72	116	-	522	542	-
Stage 2	-	-	-	-	-	-	730	540	-	277	116	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1065	-	-	314	-	-	26	32	264	82	32	753
Mov Cap-2 Maneuver	-	-	-	-	-	-	26	32	-	82	32	-
Stage 1	-	-	-	-	-	-	70	114	-	513	533	-
Stage 2	-	-	-	-	-	-	716	531	-	254	114	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.16	0.4	71.14	34.35
HCM LOS			F	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	78	14	-	-	31	-	-	82	753
HCM Lane V/C Ratio	0.319	0.007	-	-	0.014	-	-	0.04	0.003
HCM Control Delay (s/veh)	71.1	8.4	0.1	-	16.6	0.3	-	50.7	9.8
HCM Lane LOS	F	A	A	-	C	A	-	F	A
HCM 95th %tile Q(veh)	1.2	0	-	-	0	-	-	0.1	0

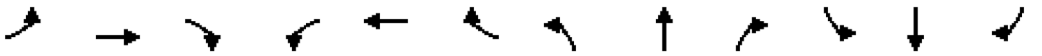
Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	1745	457	11	6	2
Future Vol, veh/h	6	1745	457	11	6	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	1939	508	12	7	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	520	0	-	0	1497	260
Stage 1	-	-	-	-	514	-
Stage 2	-	-	-	-	983	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1042	-	-	-	113	739
Stage 1	-	-	-	-	565	-
Stage 2	-	-	-	-	323	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1042	-	-	-	112	739
Mov Cap-2 Maneuver	-	-	-	-	112	-
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	323	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.15	0	31.9
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	12	-	-	-	112	739
HCM Lane V/C Ratio	0.006	-	-	-	0.06	0.003
HCM Control Delay (s/veh)	8.5	0.1	-	-	39.2	9.9
HCM Lane LOS	A	A	-	-	E	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	284	1425	42	93	402	94	17	18	66	242	26	48
Future Volume (veh/h)	284	1425	42	93	402	94	17	18	66	242	26	48
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1811	1870	1870	1826	1870	1722	1841
Adj Flow Rate, veh/h	299	1500	44	98	423	99	18	19	69	255	27	51
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	6	2	2	5	2	12	4
Cap, veh/h	604	1824	53	231	1309	304	226	28	102	328	94	177
Arrive On Green	0.11	0.52	0.52	0.05	0.46	0.46	0.02	0.08	0.08	0.12	0.18	0.18
Sat Flow, veh/h	1781	3525	103	1781	2863	664	1781	354	1285	1781	533	1007
Grp Volume(v), veh/h	299	755	789	98	261	261	18	0	88	255	0	78
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1751	1781	0	1639	1781	0	1541
Q Serve(g_s), s	7.0	30.5	30.7	2.4	8.0	8.1	0.8	0.0	4.5	10.0	0.0	3.8
Cycle Q Clear(g_c), s	7.0	30.5	30.7	2.4	8.0	8.1	0.8	0.0	4.5	10.0	0.0	3.8
Prop In Lane	1.00		0.06	1.00		0.38	1.00		0.78	1.00		0.65
Lane Grp Cap(c), veh/h	604	919	958	231	812	800	226	0	131	328	0	271
V/C Ratio(X)	0.49	0.82	0.82	0.42	0.32	0.33	0.08	0.00	0.67	0.78	0.00	0.29
Avail Cap(c_a), veh/h	839	1161	1210	241	829	817	293	0	555	328	0	611
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.4	17.3	17.4	16.3	14.8	14.8	35.1	0.0	38.3	31.4	0.0	30.6
Incr Delay (d2), s/veh	0.6	3.9	3.8	1.2	0.2	0.2	0.1	0.0	5.9	11.2	0.0	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	11.7	12.2	0.9	3.0	3.0	0.3	0.0	2.0	5.7	0.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.0	21.2	21.2	17.5	15.0	15.1	35.2	0.0	44.2	42.6	0.0	31.2
LnGrp LOS	B	C	C	B	B	B	D		D	D		C
Approach Vol, veh/h		1843			620			106			333	
Approach Delay, s/veh		19.4			15.4			42.7			40.0	
Approach LOS		B			B			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	11.8	9.5	49.3	6.7	20.1	14.7	44.2
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	10.0	29.0	5.0	56.0	5.0	34.0	21.0	40.0
Max Q Clear Time (g_c+I1), s	12.0	6.5	4.4	32.7	2.8	5.8	9.0	10.1
Green Ext Time (p_c), s	0.0	0.4	0.0	11.6	0.0	0.4	0.7	3.1

Intersection Summary	
HCM 7th Control Delay, s/veh	21.8
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	6.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	87	294	15	1	94	5	0	0	0	56	6	223
Future Vol, veh/h	87	294	15	1	94	5	0	0	0	56	6	223
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	60	-	-	60	-	-	50	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	3	2	2	2	2	2	2	2
Mvmt Flow	102	346	18	1	111	6	0	0	0	66	7	262

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	116	0	0	364	0	0	676	678	355	666	684	114
Stage 1	-	-	-	-	-	-	559	559	-	116	116	-
Stage 2	-	-	-	-	-	-	116	119	-	551	568	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1472	-	-	1195	-	-	367	374	689	373	371	939
Stage 1	-	-	-	-	-	-	513	511	-	889	800	-
Stage 2	-	-	-	-	-	-	888	797	-	519	506	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1472	-	-	1195	-	-	241	348	689	346	345	939
Mov Cap-2 Maneuver	-	-	-	-	-	-	241	348	-	346	345	-
Stage 1	-	-	-	-	-	-	478	475	-	888	799	-
Stage 2	-	-	-	-	-	-	634	797	-	483	471	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.68	0.08	0	15.21
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1472	-	-	1195	-	-	684
HCM Lane V/C Ratio	-	-	0.07	-	-	0.001	-	-	0.49
HCM Control Delay (s/veh)	0	0	7.6	-	-	8	-	-	15.2
HCM Lane LOS	A	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	-	-	0.2	-	-	0	-	-	2.7

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	19	0	131	0	0	0	15	78	0	0	155	5
Future Vol, veh/h	19	0	131	0	0	0	15	78	0	0	155	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	0	154	0	0	0	18	92	0	0	182	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	312	312	185	309	315	92	188	0	0	92	0	0
Stage 1	185	185	-	127	127	-	-	-	-	-	-	-
Stage 2	127	127	-	182	188	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	640	603	857	643	600	966	1386	-	-	1503	-	-
Stage 1	816	747	-	877	791	-	-	-	-	-	-	-
Stage 2	877	791	-	819	744	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	632	595	857	520	592	966	1386	-	-	1503	-	-
Mov Cap-2 Maneuver	632	595	-	520	592	-	-	-	-	-	-	-
Stage 1	816	747	-	865	780	-	-	-	-	-	-	-
Stage 2	865	780	-	672	744	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.59	0	1.23	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	290	-	-	820	-	1503	-	-
HCM Lane V/C Ratio	0.013	-	-	0.215	-	-	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.6	0	0	-	-
HCM Lane LOS	A	A	-	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.8	-	0	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑			↑↑↑			↑↑↑		↰	↑↑↑	
Traffic Vol, veh/h	7	768	14	8	1566	19	1	0	5	8	0	13
Future Vol, veh/h	7	768	14	8	1566	19	1	0	5	8	0	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	60	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	835	15	9	1702	21	1	0	5	9	0	14

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1723	0	0	850	0	0	1726	2598	425	2163	2595	861
Stage 1	-	-	-	-	-	-	858	858	-	1730	1730	-
Stage 2	-	-	-	-	-	-	868	1740	-	433	865	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	363	-	-	784	-	-	57	25	578	27	25	299
Stage 1	-	-	-	-	-	-	318	372	-	92	141	-
Stage 2	-	-	-	-	-	-	313	140	-	572	369	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	363	-	-	784	-	-	52	23	578	25	23	299
Mov Cap-2 Maneuver	-	-	-	-	-	-	52	23	-	25	23	-
Stage 1	-	-	-	-	-	-	309	362	-	90	138	-
Stage 2	-	-	-	-	-	-	292	137	-	551	359	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.53	0.25	22.33	91.69
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	214	31	-	-	18	-	-	25	299
HCM Lane V/C Ratio	0.03	0.021	-	-	0.011	-	-	0.348	0.047
HCM Control Delay (s/veh)	22.3	15.1	0.4	-	9.6	0.2	-	212	17.7
HCM Lane LOS	C	C	A	-	A	A	-	F	C
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	1.1	0.1

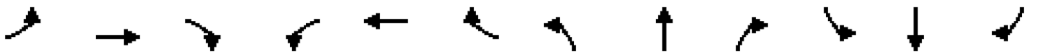
Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	775	1584	36	4	9
Future Vol, veh/h	6	775	1584	36	4	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	824	1685	38	4	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1723	0	-	0	2129	862
Stage 1	-	-	-	-	1704	-
Stage 2	-	-	-	-	425	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	363	-	-	-	43	298
Stage 1	-	-	-	-	132	-
Stage 2	-	-	-	-	627	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	363	-	-	-	42	298
Mov Cap-2 Maneuver	-	-	-	-	42	-
Stage 1	-	-	-	-	129	-
Stage 2	-	-	-	-	627	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.45	0	43.22
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	28	-	-	-	42	298
HCM Lane V/C Ratio	0.018	-	-	-	0.102	0.032
HCM Control Delay (s/veh)	15.1	0.3	-	-	101.2	17.5
HCM Lane LOS	C	A	-	-	F	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	108	637	34	61	1268	146	45	20	105	312	34	306
Future Volume (veh/h)	108	637	34	61	1268	146	45	20	105	312	34	306
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	121	716	38	69	1425	164	51	22	118	351	38	344
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	172	1707	91	387	1559	178	154	45	243	396	42	379
Arrive On Green	0.05	0.50	0.50	0.04	0.49	0.49	0.03	0.18	0.18	0.12	0.26	0.26
Sat Flow, veh/h	1781	3432	182	1781	3214	367	1781	255	1369	1781	160	1449
Grp Volume(v), veh/h	121	370	384	69	783	806	51	0	140	351	0	382
Grp Sat Flow(s),veh/h/ln	1781	1777	1838	1781	1777	1804	1781	0	1624	1781	0	1609
Q Serve(g_s), s	4.0	15.7	15.7	2.3	48.0	49.2	2.7	0.0	9.2	14.0	0.0	27.2
Cycle Q Clear(g_c), s	4.0	15.7	15.7	2.3	48.0	49.2	2.7	0.0	9.2	14.0	0.0	27.2
Prop In Lane	1.00		0.10	1.00		0.20	1.00		0.84	1.00		0.90
Lane Grp Cap(c), veh/h	172	884	914	387	862	875	154	0	288	396	0	421
V/C Ratio(X)	0.70	0.42	0.42	0.18	0.91	0.92	0.33	0.00	0.49	0.89	0.00	0.91
Avail Cap(c_a), veh/h	189	931	963	395	901	915	168	0	398	396	0	517
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.9	18.9	18.9	14.9	28.0	28.3	39.2	0.0	43.8	39.0	0.0	42.3
Incr Delay (d2), s/veh	10.1	0.3	0.3	0.2	12.6	14.0	1.3	0.0	1.3	20.6	0.0	17.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	6.3	6.5	0.9	22.0	23.2	1.3	0.0	3.8	5.8	0.0	12.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	36.9	19.2	19.2	15.2	40.6	42.3	40.4	0.0	45.1	59.7	0.0	59.8
LnGrp LOS	D	B	B	B	D	D	D		D	E		E
Approach Vol, veh/h		875			1658			191			733	
Approach Delay, s/veh		21.7			40.4			43.8			59.7	
Approach LOS		C			D			D			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.0	26.0	9.5	63.8	9.1	35.9	10.9	62.4
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	14.0	29.0	5.0	62.0	5.0	38.0	7.0	60.0
Max Q Clear Time (g_c+I1), s	16.0	11.2	4.3	17.7	4.7	29.2	6.0	51.2
Green Ext Time (p_c), s	0.0	0.7	0.0	4.9	0.0	1.7	0.0	6.2

Intersection Summary	
HCM 7th Control Delay, s/veh	39.9
HCM 7th LOS	D

Intersection	
Int Delay, s/veh	6.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	133	134	8	3	453	32	8	4	2	27	1	191
Future Vol, veh/h	133	134	8	3	453	32	8	4	2	27	1	191
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	60	-	-	60	-	-	50	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	151	152	9	3	515	36	9	5	2	31	1	217

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	551	0	0	161	0	0	981	1017	157	997	1003	533
Stage 1	-	-	-	-	-	-	459	459	-	540	540	-
Stage 2	-	-	-	-	-	-	522	558	-	457	464	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1019	-	-	1418	-	-	228	238	889	223	242	547
Stage 1	-	-	-	-	-	-	582	566	-	526	521	-
Stage 2	-	-	-	-	-	-	538	512	-	584	564	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1019	-	-	1418	-	-	117	202	889	185	206	547
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	202	-	185	206	-
Stage 1	-	-	-	-	-	-	496	482	-	525	520	-
Stage 2	-	-	-	-	-	-	323	510	-	491	480	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	4.42	0.05	29.96	23.47
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	117	272	1019	-	-	1418	-	-	438
HCM Lane V/C Ratio	0.078	0.025	0.148	-	-	0.002	-	-	0.568
HCM Control Delay (s/veh)	38.5	18.6	9.1	-	-	7.5	-	-	23.5
HCM Lane LOS	E	C	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.2	0.1	0.5	-	-	0	-	-	3.4

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	12	0	52	2	0	2	57	110	2	2	165	14
Future Vol, veh/h	12	0	52	2	0	2	57	110	2	2	165	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	0	61	2	0	2	67	129	2	2	194	16

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	471	473	202	464	480	131	211	0	0	132	0	0
Stage 1	207	207	-	265	265	-	-	-	-	-	-	-
Stage 2	264	266	-	199	215	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	503	490	838	509	485	919	1360	-	-	1453	-	-
Stage 1	795	731	-	741	690	-	-	-	-	-	-	-
Stage 2	742	689	-	803	725	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	474	463	838	446	459	919	1360	-	-	1453	-	-
Mov Cap-2 Maneuver	474	463	-	446	459	-	-	-	-	-	-	-
Stage 1	793	729	-	701	653	-	-	-	-	-	-	-
Stage 2	700	652	-	743	723	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.47	11.04	2.63	0.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	605	-	-	733	600	20	-	-
HCM Lane V/C Ratio	0.049	-	-	0.103	0.008	0.002	-	-
HCM Control Delay (s/veh)	7.8	0	-	10.5	11	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0.3	0	0	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑			↑↑↑			↑↑↑		↰	↑↑↑	
Traffic Vol, veh/h	9	1736	3	4	462	9	6	0	17	11	0	8
Future Vol, veh/h	9	1736	3	4	462	9	6	0	17	11	0	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	60	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	3	2	2	2	2	2	2	2
Mvmt Flow	10	1887	3	4	502	10	7	0	18	12	0	9

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	512	0	0	1890	0	0	2168	2429	945	1479	2426	256
Stage 1	-	-	-	-	-	-	1908	1908	-	516	516	-
Stage 2	-	-	-	-	-	-	260	521	-	963	1910	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1050	-	-	312	-	-	26	32	263	87	32	743
Stage 1	-	-	-	-	-	-	70	115	-	510	533	-
Stage 2	-	-	-	-	-	-	722	530	-	274	115	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1050	-	-	312	-	-	25	30	263	78	31	743
Mov Cap-2 Maneuver	-	-	-	-	-	-	25	30	-	78	31	-
Stage 1	-	-	-	-	-	-	69	113	-	502	524	-
Stage 2	-	-	-	-	-	-	702	521	-	250	112	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.21	0.4	74.55	38.36
HCM LOS			F	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	76	18	-	-	30	-	-	78	743
HCM Lane V/C Ratio	0.331	0.009	-	-	0.014	-	-	0.153	0.012
HCM Control Delay (s/veh)	74.5	8.5	0.2	-	16.7	0.3	-	59.1	9.9
HCM Lane LOS	F	A	A	-	C	A	-	F	A
HCM 95th %tile Q(veh)	1.2	0	-	-	0	-	-	0.5	0

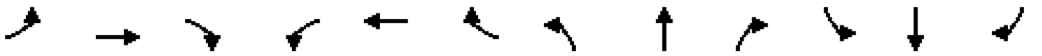
Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	8	1756	467	14	14	8
Future Vol, veh/h	8	1756	467	14	14	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	1951	519	16	16	9

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	534	0	-	0	1520	267
Stage 1	-	-	-	-	527	-
Stage 2	-	-	-	-	993	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1030	-	-	-	109	731
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	319	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1030	-	-	-	107	731
Mov Cap-2 Maneuver	-	-	-	-	107	-
Stage 1	-	-	-	-	546	-
Stage 2	-	-	-	-	319	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.2	0	31.72
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	16	-	-	-	107	731
HCM Lane V/C Ratio	0.009	-	-	-	0.145	0.012
HCM Control Delay (s/veh)	8.5	0.2	-	-	44.1	10
HCM Lane LOS	A	A	-	-	E	A
HCM 95th %tile Q(veh)	0	-	-	-	0.5	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	287	1441	42	93	407	104	17	18	66	276	26	56
Future Volume (veh/h)	287	1441	42	93	407	104	17	18	66	276	26	56
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1811	1870	1870	1826	1870	1722	1841
Adj Flow Rate, veh/h	302	1517	44	98	428	109	18	19	69	291	27	59
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	6	2	2	5	2	12	4
Cap, veh/h	599	1836	53	229	1292	326	224	28	102	325	84	184
Arrive On Green	0.11	0.52	0.52	0.05	0.46	0.46	0.02	0.08	0.08	0.12	0.18	0.18
Sat Flow, veh/h	1781	3527	102	1781	2810	709	1781	354	1285	1781	481	1052
Grp Volume(v), veh/h	302	763	798	98	269	268	18	0	88	291	0	86
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1743	1781	0	1639	1781	0	1533
Q Serve(g_s), s	7.1	31.2	31.4	2.5	8.3	8.5	0.8	0.0	4.5	10.0	0.0	4.2
Cycle Q Clear(g_c), s	7.1	31.2	31.4	2.5	8.3	8.5	0.8	0.0	4.5	10.0	0.0	4.2
Prop In Lane	1.00		0.06	1.00		0.41	1.00		0.78	1.00		0.69
Lane Grp Cap(c), veh/h	599	925	964	229	817	801	224	0	131	325	0	268
V/C Ratio(X)	0.50	0.82	0.83	0.43	0.33	0.33	0.08	0.00	0.67	0.89	0.00	0.32
Avail Cap(c_a), veh/h	830	1152	1200	238	823	807	291	0	550	325	0	603
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.5	17.4	17.4	16.5	14.9	14.9	35.3	0.0	38.7	33.2	0.0	31.1
Incr Delay (d2), s/veh	0.7	4.1	4.0	1.3	0.2	0.2	0.2	0.0	5.9	25.4	0.0	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.4	12.0	12.6	0.9	3.1	3.1	0.4	0.0	2.0	3.6	0.0	1.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.1	21.5	21.5	17.8	15.1	15.1	35.5	0.0	44.6	58.6	0.0	31.8
LnGrp LOS	B	C	C	B	B	B	D		D	E		C
Approach Vol, veh/h		1863			635			106			377	
Approach Delay, s/veh		19.6			15.5			43.0			52.5	
Approach LOS		B			B			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	11.9	9.5	50.0	6.8	20.1	14.8	44.7
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	10.0	29.0	5.0	56.0	5.0	34.0	21.0	40.0
Max Q Clear Time (g_c+I1), s	12.0	6.5	4.5	33.4	2.8	6.2	9.1	10.5
Green Ext Time (p_c), s	0.0	0.4	0.0	11.6	0.0	0.5	0.7	3.2

Intersection Summary	
HCM 7th Control Delay, s/veh	23.7
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	7.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	100	294	15	1	94	6	0	0	0	60	6	265
Future Vol, veh/h	100	294	15	1	94	6	0	0	0	60	6	265
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	60	-	-	60	-	-	50	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	3	2	2	2	2	2	2	2
Mvmt Flow	118	346	18	1	111	7	0	0	0	71	7	312

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	118	0	0	364	0	0	706	710	355	698	715	114
Stage 1	-	-	-	-	-	-	590	590	-	116	116	-
Stage 2	-	-	-	-	-	-	116	120	-	581	599	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1471	-	-	1195	-	-	350	359	689	355	356	939
Stage 1	-	-	-	-	-	-	494	495	-	888	799	-
Stage 2	-	-	-	-	-	-	888	796	-	499	490	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1471	-	-	1195	-	-	211	330	689	326	327	939
Mov Cap-2 Maneuver	-	-	-	-	-	-	211	330	-	326	327	-
Stage 1	-	-	-	-	-	-	454	455	-	887	798	-
Stage 2	-	-	-	-	-	-	587	796	-	459	451	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.87	0.08	0	17.02
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1471	-	-	1195	-	-	683
HCM Lane V/C Ratio	-	-	0.08	-	-	0.001	-	-	0.57
HCM Control Delay (s/veh)	0	0	7.7	-	-	8	-	-	17
HCM Lane LOS	A	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	-	-	0.3	-	-	0	-	-	3.6

Intersection	
Int Delay, s/veh	5.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	27	0	177	0	0	0	29	78	0	0	155	8
Future Vol, veh/h	27	0	177	0	0	0	29	78	0	0	155	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	0	208	0	0	0	34	92	0	0	182	9

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	347	347	187	342	352	92	192	0	0	92	0	0
Stage 1	187	187	-	160	160	-	-	-	-	-	-	-
Stage 2	160	160	-	182	192	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	607	576	855	612	573	966	1382	-	-	1503	-	-
Stage 1	815	745	-	842	766	-	-	-	-	-	-	-
Stage 2	842	766	-	819	742	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	592	561	855	451	558	966	1382	-	-	1503	-	-
Mov Cap-2 Maneuver	592	561	-	451	558	-	-	-	-	-	-	-
Stage 1	815	745	-	820	746	-	-	-	-	-	-	-
Stage 2	820	746	-	620	742	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.33	0	2.08	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	488	-	-	807	-	1503	-	-
HCM Lane V/C Ratio	0.025	-	-	0.297	-	-	-	-
HCM Control Delay (s/veh)	7.7	0	-	11.3	0	0	-	-
HCM Lane LOS	A	A	-	B	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.2	-	0	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	14	783	14	8	1575	28	1	0	5	13	0	17
Future Vol, veh/h	14	783	14	8	1575	28	1	0	5	13	0	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	60	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	15	851	15	9	1712	30	1	0	5	14	0	18

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1742	0	0	866	0	0	1763	2649	433	2201	2641	871
Stage 1	-	-	-	-	-	-	889	889	-	1745	1745	-
Stage 2	-	-	-	-	-	-	873	1760	-	456	897	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	357	-	-	773	-	-	53	23	571	25	23	294
Stage 1	-	-	-	-	-	-	304	360	-	90	139	-
Stage 2	-	-	-	-	-	-	311	136	-	554	357	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	357	-	-	773	-	-	46	21	571	23	21	294
Mov Cap-2 Maneuver	-	-	-	-	-	-	46	21	-	23	21	-
Stage 1	-	-	-	-	-	-	287	339	-	88	136	-
Stage 2	-	-	-	-	-	-	285	133	-	518	337	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.08	0.25	23.84	142.93
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	198	61	-	-	17	-	-	23	294
HCM Lane V/C Ratio	0.033	0.043	-	-	0.011	-	-	0.623	0.063
HCM Control Delay (s/veh)	23.8	15.5	0.8	-	9.7	0.2	-	$ 306.2	18.1
HCM Lane LOS	C	C	A	-	A	A	-	F	C
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	1.8	0.2

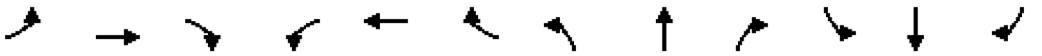
Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	789	1598	45	9	13
Future Vol, veh/h	12	789	1598	45	9	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	839	1700	48	10	14

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1748	0	-	0	2169	874
Stage 1	-	-	-	-	1724	-
Stage 2	-	-	-	-	445	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	355	-	-	-	40	293
Stage 1	-	-	-	-	129	-
Stage 2	-	-	-	-	613	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	355	-	-	-	38	293
Mov Cap-2 Maneuver	-	-	-	-	38	-
Stage 1	-	-	-	-	123	-
Stage 2	-	-	-	-	613	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.93	0	63.2
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	54	-	-	-	38	293
HCM Lane V/C Ratio	0.036	-	-	-	0.251	0.047
HCM Control Delay (s/veh)	15.5	0.7	-	-	128.6	17.9
HCM Lane LOS	C	A	-	-	F	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.8	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	117	647	34	61	1286	181	45	20	105	332	34	311
Future Volume (veh/h)	117	647	34	61	1286	181	45	20	105	332	34	311
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	131	727	38	69	1445	203	51	22	118	373	38	349
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	164	1726	90	384	1526	212	148	46	249	394	42	381
Arrive On Green	0.05	0.50	0.50	0.04	0.49	0.49	0.03	0.18	0.18	0.11	0.26	0.26
Sat Flow, veh/h	1781	3435	179	1781	3134	435	1781	255	1369	1781	158	1451
Grp Volume(v), veh/h	131	376	389	69	812	836	51	0	140	373	0	387
Grp Sat Flow(s),veh/h/ln	1781	1777	1838	1781	1777	1792	1781	0	1624	1781	0	1609
Q Serve(g_s), s	4.5	16.3	16.3	2.3	52.7	54.7	2.8	0.0	9.4	14.0	0.0	28.5
Cycle Q Clear(g_c), s	4.5	16.3	16.3	2.3	52.7	54.7	2.8	0.0	9.4	14.0	0.0	28.5
Prop In Lane	1.00		0.10	1.00		0.24	1.00		0.84	1.00		0.90
Lane Grp Cap(c), veh/h	164	893	923	384	865	873	148	0	295	394	0	423
V/C Ratio(X)	0.80	0.42	0.42	0.18	0.94	0.96	0.34	0.00	0.47	0.95	0.00	0.92
Avail Cap(c_a), veh/h	173	904	935	391	874	882	161	0	386	394	0	502
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	28.2	19.1	19.1	15.3	29.5	30.1	40.1	0.0	44.7	41.7	0.0	43.6
Incr Delay (d2), s/veh	21.7	0.3	0.3	0.2	17.3	20.6	1.4	0.0	1.2	31.9	0.0	19.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.7	6.5	6.7	0.9	25.1	27.0	1.3	0.0	3.9	8.2	0.0	13.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	49.9	19.5	19.5	15.5	46.9	50.7	41.5	0.0	45.9	73.5	0.0	63.1
LnGrp LOS	D	B	B	B	D	D	D		D	E		E
Approach Vol, veh/h		896			1717			191			760	
Approach Delay, s/veh		23.9			47.5			44.7			68.2	
Approach LOS		C			D			D			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.0	27.2	9.5	66.3	9.1	37.0	11.4	64.4
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	14.0	29.0	5.0	62.0	5.0	38.0	7.0	60.0
Max Q Clear Time (g_c+I1), s	16.0	11.4	4.3	18.3	4.8	30.5	6.5	56.7
Green Ext Time (p_c), s	0.0	0.7	0.0	5.0	0.0	1.6	0.0	2.7

Intersection Summary	
HCM 7th Control Delay, s/veh	45.8
HCM 7th LOS	D

Intersection	
Int Delay, s/veh	9.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	177	134	8	3	453	36	8	4	2	30	1	216
Future Vol, veh/h	177	134	8	3	453	36	8	4	2	30	1	216
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	60	-	-	60	-	-	50	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	201	152	9	3	515	41	9	5	2	34	1	245

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	556	0	0	161	0	0	1081	1122	157	1099	1106	535
Stage 1	-	-	-	-	-	-	559	559	-	542	542	-
Stage 2	-	-	-	-	-	-	522	563	-	557	564	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1015	-	-	1418	-	-	195	206	889	190	211	545
Stage 1	-	-	-	-	-	-	513	511	-	525	520	-
Stage 2	-	-	-	-	-	-	538	509	-	515	509	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1015	-	-	1418	-	-	85	165	889	148	168	545
Mov Cap-2 Maneuver	-	-	-	-	-	-	85	165	-	148	168	-
Stage 1	-	-	-	-	-	-	412	410	-	523	519	-
Stage 2	-	-	-	-	-	-	294	508	-	407	408	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	5.23	0.05	38.95	31.05
HCM LOS			E	D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	85	226	1015	-	-	1418	-	-	409
HCM Lane V/C Ratio	0.106	0.03	0.198	-	-	0.002	-	-	0.687
HCM Control Delay (s/veh)	52.1	21.4	9.4	-	-	7.5	-	-	31
HCM Lane LOS	F	C	A	-	-	A	-	-	D
HCM 95th %tile Q(veh)	0.3	0.1	0.7	-	-	0	-	-	5

Intersection	
Int Delay, s/veh	3.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	17	0	80	2	0	2	105	110	2	2	165	23
Future Vol, veh/h	17	0	80	2	0	2	105	110	2	2	165	23
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	20	0	94	2	0	2	124	129	2	2	194	27

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	589	591	208	576	604	131	221	0	0	132	0	0
Stage 1	212	212	-	378	378	-	-	-	-	-	-	-
Stage 2	376	379	-	199	226	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	420	419	833	428	413	919	1348	-	-	1453	-	-
Stage 1	790	727	-	644	615	-	-	-	-	-	-	-
Stage 2	645	615	-	803	717	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	377	377	833	341	371	919	1348	-	-	1453	-	-
Mov Cap-2 Maneuver	377	377	-	341	371	-	-	-	-	-	-	-
Stage 1	788	725	-	580	554	-	-	-	-	-	-	-
Stage 2	580	554	-	711	716	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.28	12.3	3.84	0.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	868	-	-	687	498	18	-	-
HCM Lane V/C Ratio	0.092	-	-	0.166	0.009	0.002	-	-
HCM Control Delay (s/veh)	7.9	0	-	11.3	12.3	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.6	0	0	-	-

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

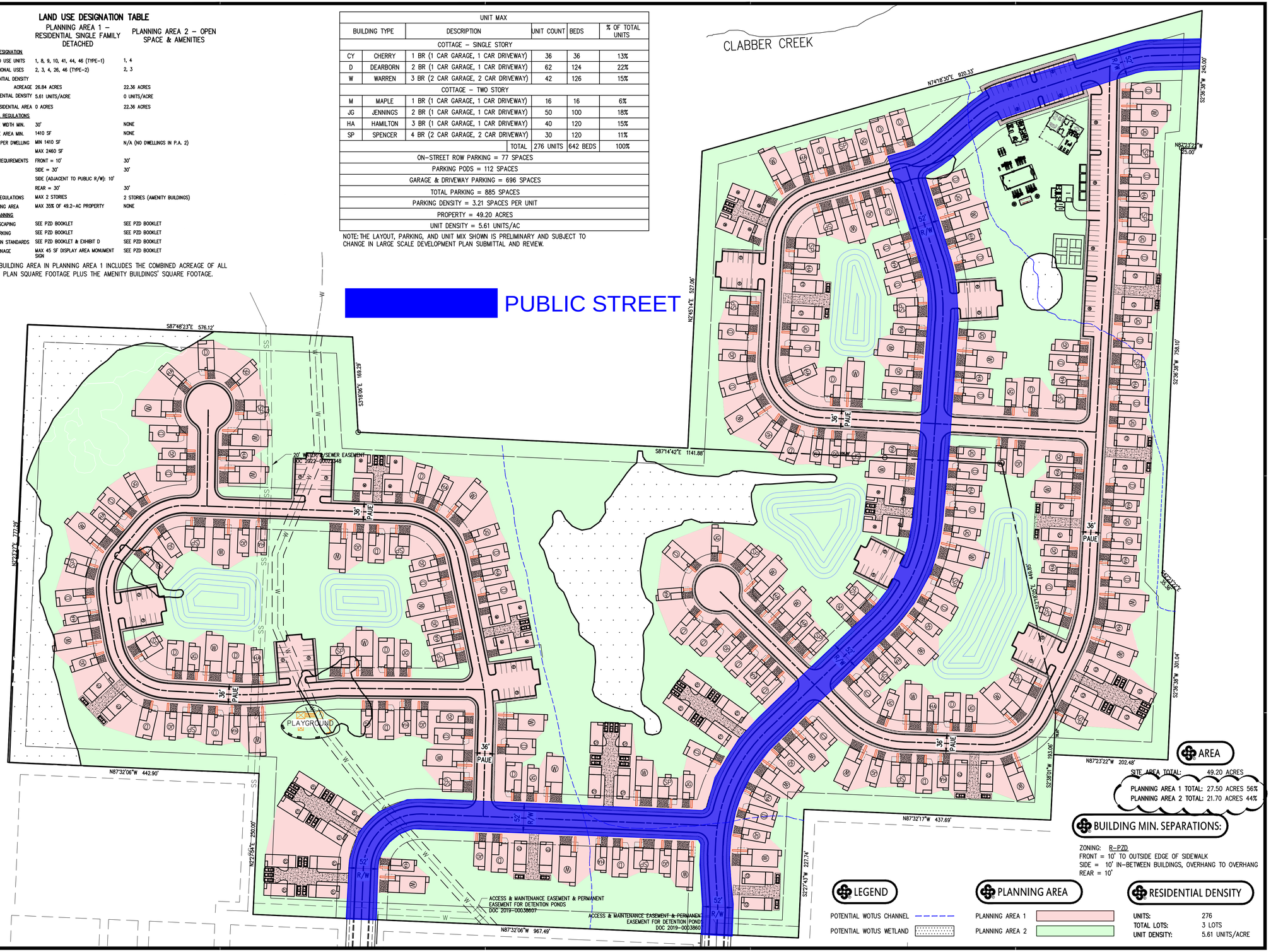
LAND USE DESIGNATION TABLE

	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
LAND USE DESIGNATION		
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 10' SIDE = 30' SIDE (ADJACENT TO PUBLIC R/W): 10' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL: 49.20 ACRES
PLANNING AREA 1 TOTAL: 27.50 ACRES 56%
PLANNING AREA 2 TOTAL: 21.70 ACRES 44%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 10' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS: 276
TOTAL LOTS: 3 LOTS
UNIT DENSITY: 5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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

NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ...

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EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDITEDRIVE_LOGFILES\25301700_WESTCHESTER\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT B FOR PZD.DWG
LAYOUT: EXHIBIT B SET STANDARDS (MAP ONLY) ARCH D - 24x36 (1) 06/04/2025 1:09:03 PM by CHRIS THREET

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1673

MEETING OF SEPTEMBER 30, 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: **ANX-2025-0001: Annexation (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 19.92 acres. The request is to annex the property into the city limits of Fayetteville.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to annex the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is unincorporated land located near west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St. and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. The property is partially encumbered by hydric soils.

Request: The request is to annex the subject property into the City of Fayetteville. A request to rezone the property to NC, Neighborhood Conservation (RZN-2025-0032) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural.

Public Comment: Staff received two comments in opposition to the annexation request, citing increased traffic, demand on existing utilities and other city services, potential impact of development on adjacent neighborhoods, and a desire for the property to remain undeveloped to protect existing views.

Annexation Guiding Policies: The guiding policies for annexations are outlined in City Plan 2040. In evaluating this request under these policies, staff finds that the requested annexation aligns with stated city goals. Items in favor of the annexation include the partial closure of an existing peninsula, presence of public water and sewer directly on or adjacent to the property, proximity to city right-of-way, potential to preserve sensitive environmental areas, undeveloped nature of the property and proximity of adjacent developments within city limits. Additionally, due to recent changes at the state level, cities no longer have jurisdictional authority outside of their city limits, and annexation into city limits will likely clarify jurisdiction of the subject area. It would also re-permit the application of city regulations where subdivision standards previously applied. Items against the annexation include emergency service response times above stated goals and known wet weather sewer capacity issues.

Given the moderate size of the subject property, a fiscal impact assessment was not conducted for the

requested annexation. However, it should be noted that annexing land toward the western extent of the City and developing it can pose financial challenges for the City to maintain the public infrastructure in a fiscally sustainable manner; however, staff does not anticipate that this will be an issue for this property given existing residential developments directly adjacent to the property to the east, west, and south.

DISCUSSION:
At the August 25, 2025, Planning Commission meeting, a vote of 6-0-1 forwarded the request. The applicant noted the reduction of the existing peninsula, proximity of utilities and adjacent higher density zoning districts including NC, Neighborhood Conservation, as well as compatibility with surrounding neighborhoods. One neighbor spoke against the request, citing a desire for his property to remain outside of city limits and requesting that the Commission get more information on the final layout of any proposed development before either annexing or rezoning the requested properties. Also noted was an error in the staff report that stated W. Grouse St. was adjacent to the subject area.

Commissioners in favor of the annexation cited infill potential given adjacent development and proximity of adjacent services. Commissioner Cabe motioned, and Commissioner Werner seconded. Commissioner McGetrick recused. No commissioners voted against the request.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-1673

AN ORDINANCE TO ANNEX THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 25-001 SUBMITTED BY RMP LLP FOR PROPERTY LOCATED ON WEST LIERLY LANE ADJACENT TO WARD 4 CONTAINING APPROXIMATELY 19.92 ACRES

WHEREAS, RMP LLP have properly secured the Washington County Judge's authorization to annex 19.92 acres located on West Lierly Lane adjacent to Ward 4 into the City of Fayetteville.

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 confirms the annexation to the City of Fayetteville, Arkansas of about 19.92 acres as described in Exhibit B and the map shown on Exhibit A, both attached to the Planning Department's agenda memo.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby zones the newly annexed property R-A, Residential Agricultural.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map and zoning map of the City of Fayetteville to recognize this annexation.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby assigns this 19.92 acres to Ward Four of the City of Fayetteville.

City of Fayetteville Staff Review Form

2025-1673

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ANX-2025-0001: Annexation (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 19.92 acres. The request is to annex the property into the city limits of Fayetteville.

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:

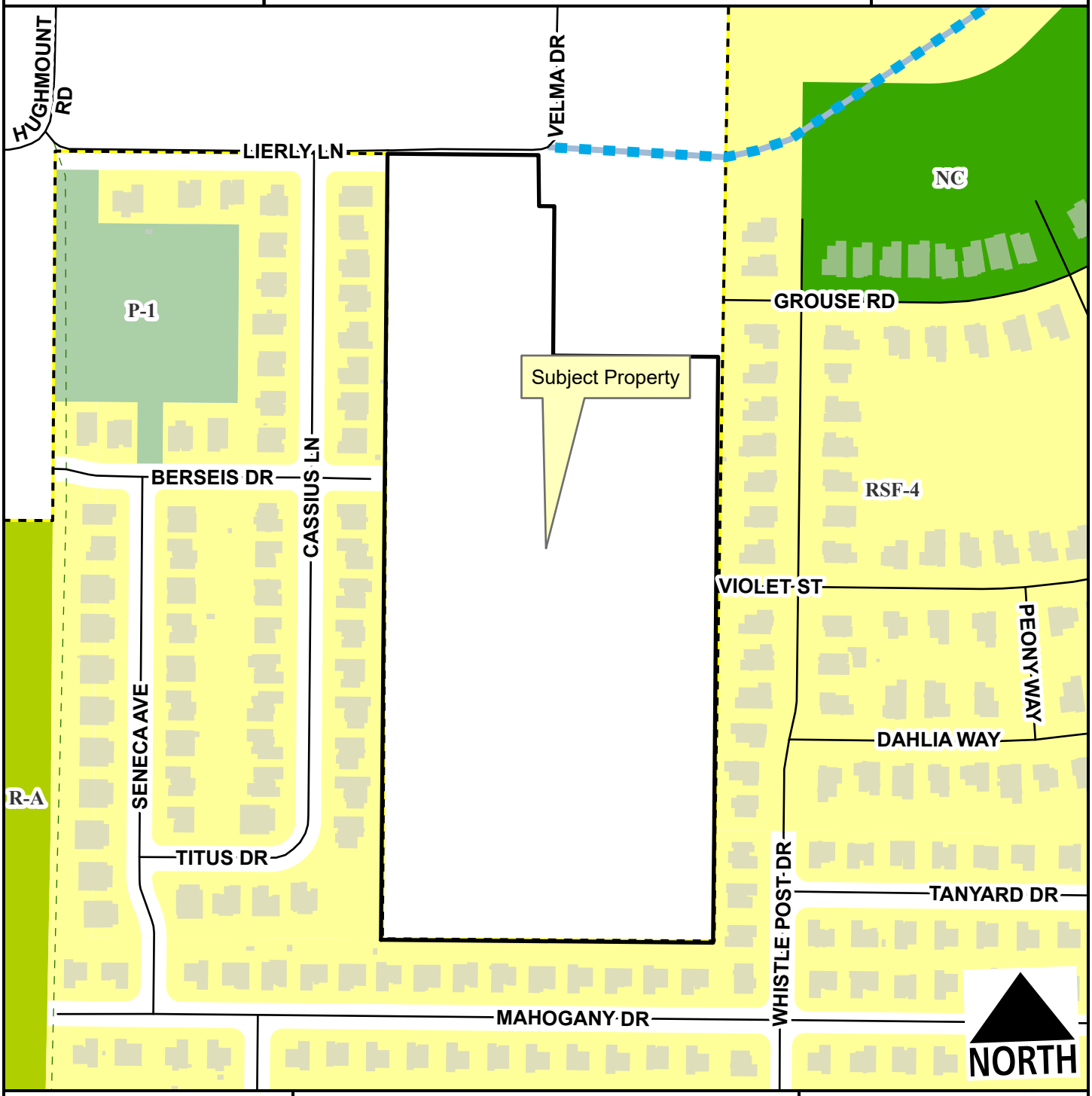
Comments:

ANX-2025-0001

Close Up View

W. LIERLY LN

Exhibit 'A'
ANX-2025-0001



Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 105 210 420 630 840

1:3,400

EXHIBIT 'B'

ANX-2025-0001

LEGAL DESCRIPTION

Parcel 001-16788-000 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/ 4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 651.0 feet from the Northwest corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4) and running, thence N 89°59'40" E 325.5 feet; thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning. Containing 11.51 acres, more or less.

AND

Parcel 001-16811-001 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 976.5 feet from the Northwest corner of said Southwest Quarter (SW 1/ 4) Northeast Quarter (NE 1/ 4) and running thence N 89°59'40" E 325.5 feet to the Northeast corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4); thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning, containing 11.5 acres, more or less.

LESS AND EXCEPT

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 and running thence S 89°59'40" W 367.08 feet; thence S 01°01'05" E 100.00 feet; thence N 89°59'40" E 30.00 feet; thence S 00°01'05" E 292.47 feet; thence N 89°59'41" E 333.63 feet; thence N 00°29'04" E 392.49 feet to the point of beginning, containing 3.09 acres, more or less.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: August 25, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **ANX-2025-0001: Annexation (W. LIERLY LN/MOORE, 244 & 283):** Submitted by RMP LLP for property located on W. LIERLY LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 19.92 acres. The request is to annex the property into the city limits of Fayetteville.

RECOMMENDATION:
Staff recommends forwarding **ANX-2025-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ANX-2025-0001** to City Council with a recommendation of approval."*

BACKGROUND: Correction: Subject area does not have frontage along W. Grouse Rd.
The subject property is located in far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St., ~~W. Grouse Rd.~~ and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. A request to rezone the subject property to NC, Neighborhood Conservation (RZN-2025-0032) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural. The property is partially encumbered by hydric soils. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
East	Single-Family Residential	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 annex the subject property into the City of Fayetteville. A request to rezone the property to NC, Neighborhood Conservation has been submitted concurrently with this request (RZN-2025-0032).

Public Comment: To date, staff has received one comment in opposition to the request, citing potential impact to existing views and a desire for the property to remain undeveloped.

INFRASTRUCTURE:

Streets: This property has frontage along West Lierly Lane, an unclassified county road, which is unimproved with gravel paving. In addition, there are three roads that dead end at the property boundaries (West Berseis Drive, West Violet Street and ~~West Grouse Road~~). All three of these are improved residential links with asphalt paving, curb and gutter, and sidewalk. Any street or drainage improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main on the west side of the subject property along West Berseis Drive. In addition, there are two existing 8-inch water main connections on the east side of the subject property along ~~West Grouse Street~~ and West Violet Street. There are no known water capacity issues that would impact this development.

Sewer: The property must be annexed to provide access to City sewer. There are two existing 8-inch connections on the east side of the property along both ~~West Grouse Road~~ and West Violet Street. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 3000 linear feet downstream of this property.

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

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. Rupple Rd., protects this site. The property is located approximately 3 miles from the fire station with an anticipated drive time of approximately 8 minutes using existing streets. The anticipated response time would be approximately 10.2 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 provided comment, but noted no apparent issues with this request.

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: 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.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-4** for this site with a weighted score of **4** at the highest level. The following elements of the matrix contribute to the score:

- Near Sewer Main (8-inch main; W. Grouse Rd. and W. Violet St.)
- Near Water Main (8-inch main; W. Grouse Rd., W. Violet St., W. Berseis Dr.)
- Near City Park (Lierly Lane Park)
- Near Paved Trail (Rupple Rd. Side Path)

FINDINGS OF THE STAFF

CITY PLAN 2040 (Res. 35-20)
12.3 Annexation Guiding Policies

Boundaries

12.3.5.a Annex existing islands and peninsulas and do not annex areas that create an island or peninsula.

Finding: **The proposed annexation would annex land within an existing peninsula in the City's boundary and would not create a new island or peninsula. The areas to the south were annexed in 1998. The areas to the west were annexed in 2006. The areas to the east were annexed in 2018, which created a peninsula. The proposed annexation would extend city limits north to Lierly Ln. and will narrow the peninsula from approximately 650 feet wide and 1,500 feet deep (~22.3 acres) to approximately 370 feet wide and deep (~2.3 acres).**

12.3.5.b The proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: **The proposed annexation area is adjacent and contiguous to Fayetteville's City Limits in northwest Fayetteville.**

12.3.5.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: **The proposed annexation is for an area containing no subdivisions. The parcels proposed to be annexed are currently undeveloped.**

12.3.5.d Boundaries for annexed areas should follow natural corridors.

Finding: **The proposed annexation boundary follows the property lines of the subject property. The property is bordered to the south, east and west by relatively low-density residential subdivisions within Fayetteville city limits. City limits generally end on the south side of N. Hughmount Rd. / W. Lierly Ln. with multiple peninsulas in the adjacent area. Annexing this parcel into the city would substantially close one such peninsula and follow Lierly Ln. as a logical boundary.**

12.3.5.e The provision of services should be concurrent with development.

Finding: **The subject property is adjacent to city water and sewer and would have access to sewer should it be annexed. Connection to water and sewer service would be the responsibility of the property owner.**

ENVIRONMENTALLY SENSITIVE AREAS

12.3.5.f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: **Hydric soils, a known indicator of wetlands, are present on site. If the property were to be annexed, it would be subject to the City's stormwater ordinances and other applicable standards.**

EMERGENCY AND PUBLIC SERVICES

12.3.5.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: **Fire:** **The Fayetteville Fire Department response time to this location is approximately 10.2 minutes from the current closest station (835 N. Rupple Road). The Fire Department response time goal is six minute for an engine and eight minutes for a ladder truck.**

Police: **The Fayetteville Police Department indicated no issues with the request.**

12.3.5.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: **Should it be annexed, the subject property would receive the same services, including trash service, police protection, fire protection, sewer, water, recycling and yard waste pick-up, and zoning protection as nearby property within the City. On August 5, 2025, Act 314 repealed city zoning and code enforcement authority outside of city limits. As such, subdivision regulations and other development standards no longer apply to properties even directly outside of city limits. Annexing the subject area into the city would therefore extend those development regulations into property that**

was previously subject to limitations but which was recently removed from the city's regulatory authority boundary.

12.3.5.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units, and response time.

Finding: These factors were taken into consideration in the responses and recommendations included in this report.

INFRASTRUCTURE AND UTILITIES

12.3.5.j Areas currently served by utilities and other public services should be annexed.

Finding: The property currently has access to multiple public streets, city water, and city sewer from adjacent subdivisions to the north, east and west.

12.3.5.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: Engineering: The property is directly adjacent to city water and sewer.

Planning: The property is surrounded by existing subdivisions to the east, west and south and annexation would allow the city to apply development and other standards. A concurrent rezoning request to NC, Neighborhood Conservation has been submitted which could lead to increased density on the subject property.

12.3.5.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: Not applicable; the proposed annexation is not part of a phased annexation initiated by the City.

INTERGOVERNMENTAL RELATIONS

12.3.5.m Promote long-range planning with adjacent jurisdictions.

Finding: Due to recent changes at the state level, cities no longer have jurisdictional authority outside of their city limits, and annexation into city limits will likely clarify jurisdiction of the subject area. While there is county right-of-way to the north that could be utilized to access this property, all right-of-way adjacent to the subject property to the east and west is owned by the City of Fayetteville. Staff does not anticipate any change to the existing right-of-way conditions associated with this annexation request.

12.3.5.n Establish agreements to address regional concerns, such as water, stormwater, and sewer.

Finding: The subject area and all of those around it are served by either Fayetteville water, sewer, or both. Those currently not served by Fayetteville water and

sewer utilize water wells or septic systems. If the property were to be annexed, it would be subject to the City's stormwater ordinances.

ADMINISTRATION OF ANNEXATIONS

12.3.5.o Develop a land use plan for annexation initiated by the City.

Finding: Not applicable; this annexation is not City-initiated. However, the subject area is included within the City's Future Land Use Plan and is designated as a Residential Neighborhood Area.

12.3.5.p Designate zoning districts for the property during the annexation process.

Finding: Annexations are automatically zoned R-A, Residential Agricultural per UDC §161.01(E), though the applicant has submitted a separate rezoning application with a request to rezone the property to NC, Neighborhood Conservation.

12.3.5.q An annexation study should be completed on all annexation proposals.

Finding: Planning staff has engaged with the Engineering Division along with the Water and Sewer, Fire, and Police Departments to review the proposed annexation. The request was studied to determine if facilities or services are available or needed in association with this request. Responses are included throughout this report.

12.3.5.r Development proposals require a separate review from the annexation proposals.

Finding: Future development of the subject property will be required to go through the appropriate development review process. Staff notes that due to recent changes at the state level, the subdivision of land outside of city limits is no longer subject to city review; therefore, the annexation of land within city limits will permit the review for development standards where it is no longer permitted if the property were to remain outside city jurisdiction.

12.3.5.s Residents should be fully informed of annexation activities.

Finding: Per §157.03 of the Unified Development Code, property owners and residents within 200 feet of the subject property have been notified. Additionally, a legal advertisement has been submitted with the local newspaper prior to the Planning Commission meeting for which this item is scheduled. Signage was posted on the site informing surrounding neighbors of the annexation proposal.

12.3.5.t Encourage larger annexations to create acceptable boundaries.

Finding: Staff finds the request would serve to reduce the existing peninsula of unincorporated area and could serve to further establish W. Lierly Lane as a logical, 'squared-off' boundary for the City in this area.

12.3.5.u Conduct a fiscal impact assessment on large annexations.

Finding: **Given the moderate size of the subject property, a fiscal impact assessment was not conducted for the requested annexation. It should be noted that annexing land toward the western extent of the City and developing it can pose financial challenges for the City to maintain the public infrastructure in a fiscally sustainable manner; however, staff does not anticipate that this will be an issue for this property given existing residential developments directly adjacent to the property to the east, west, and south.**

RECOMMENDATION: Planning staff recommends forwarding of ANX-2025-0001 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: August 25, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: CABE	"I move to forward ANX-2025-0001 to City Council with a recommendation of approval."		
Second: WERNER			
Vote: 6-0-1 (MCGETRICK RECUSED)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- City Plan 2040, Section 12.3: Annexation
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Request Letter
- Order of Annexation

Public comment received after packet creation



Figure 3.4 - Rural



Figure 3.5 - Suburban Sprawl



Figure 3.6 - Traditional Development

3.2 Goal 2 - We will discourage suburban sprawl

As Fayetteville's population continues to grow at a fast rate, the City must work with the community and enact regulations that discourage suburban sprawl on a local and regional scale. Until very recently, zoning practices have supported a separation of land uses. This can lead to development that spreads across the landscape in a single-use, low-density and low-intensity land use pattern which promotes auto-dependent transportation modes. The impacts of sprawl are widely acknowledged; high numbers of single occupancy vehicle trips, increased traffic congestion, disconnected street networks, inadequate or non-existent pedestrian and bicycle infrastructure, and negative health outcomes for residents. Over the last five years the City has repeatedly discouraged annexation and single-use residential zoning on the periphery of Fayetteville to further this goal. However, unless regional smart growth efforts are taken, market forces will shift periphery growth to other communities, which has occurred. For employees that work in Fayetteville, this results in longer commute times from outlying communities.

There has been criticism that this goal needs clarity to help determine whether development in a specific geographic location will contribute to sprawl. To aid in this effort, staff created a Development Matrix and Map as described in Section 2: Planning Process. This new tool applies a score across all parcels in the city, awarding points for projects in high growth areas on the Future Land Use Map and in proximity to infrastructure and amenities, and removing points in areas targeted for preservation of natural resources or rural character. This matrix reflects multiple land use policies and goals that lead to prioritizing geographical locations for development. The matrix discourages development resulting in the negative impacts of suburban sprawl. The basis of this goal is to build complete, compact and connected places.

"I support infill development because it prevents sprawl and the over extension of utilities and the over use of a car and traffic in general. If you live closer to things you do, you drive less, bike and walk more." - Survey Respondent

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Goal 2 Objectives

3.2.1 *Develop alternative development patterns that encourage efficient use of land at the edge of the city, or in newly annexed areas.*

Development techniques such as conservation subdivisions allow the same number of homes as a conventional subdivision, often with reduced infrastructure costs, while also preserving open space, valuable farm land, and natural resources. Additionally, the City should evaluate the low-density and agricultural zoning districts in the existing zoning code and propose new ones if necessary.

Many communities have adopted low-density residential agriculture zoning districts that set housing density at one dwelling unit per 10 or 20 acres. This type of zoning on the urban fringe allows the community to plan for, and anticipate, the incremental expansion and development of the city outward as the population increases.

3.2.2 *Direct capital improvements into infrastructure that encourages and supports infill and revitalization.*

Replacing and upgrading aged infrastructure in the core of the city provides improved service and fire protection for residents and businesses. These improvements can provide a financial incentive for revitalization projects instead of extending new services into greenfield areas. In recent years the City has completed numerous important capital improvement projects in the core of the City such as the reconstruction of College Avenue from downtown to North Street, the on-going trails network build-out, Garland Avenue, and many linear feet of new or reconstructed sidewalk.

3.2.3 *Maximize City influence over development and preservation in outlying unincorporated areas.*

The City's Planning area is primarily under the jurisdiction of Washington County, and as such development here is generally allowed at a density of one unit per acre depending on septic system compatibility. The City should develop an annexation policy that quantifies the benefit and costs of annexing lands adjacent to the City limits to prioritize appropriate future growth needs and discourage leapfrog development. Annexation of adjacent lands could be at the owners request or through a public referendum. If large areas of Fayetteville's periphery are ultimately annexed for future growth, zoning tools should be in place to ensure that growth happens adjacent to existing development and leap frog subdivision patterns are discouraged.

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Figure 3.7 - Fayetteville Historic Growth and Future Development Scenarios

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12.3 Annexation

Annexation is the inclusion of previously unincorporated lands within the City limits. Annexation has benefits to the residents of the annexed area as well as to the City. The residents gain access to urban services, such as enhanced police and fire protection and have a voice in city government. The City gains the ability to control development and extend boundaries in a logical manner.

The purpose of this planning element is to take a more active approach toward annexations by identifying potential annexations areas and establishing annexation policies. The annexation policies will guide evaluation of future annexation proposals. The policies are designed to ensure that public services, infrastructure, and utility extension is properly addressed in order to manage growth. The potential annexation areas may become part of the City when these annexation polices are met.

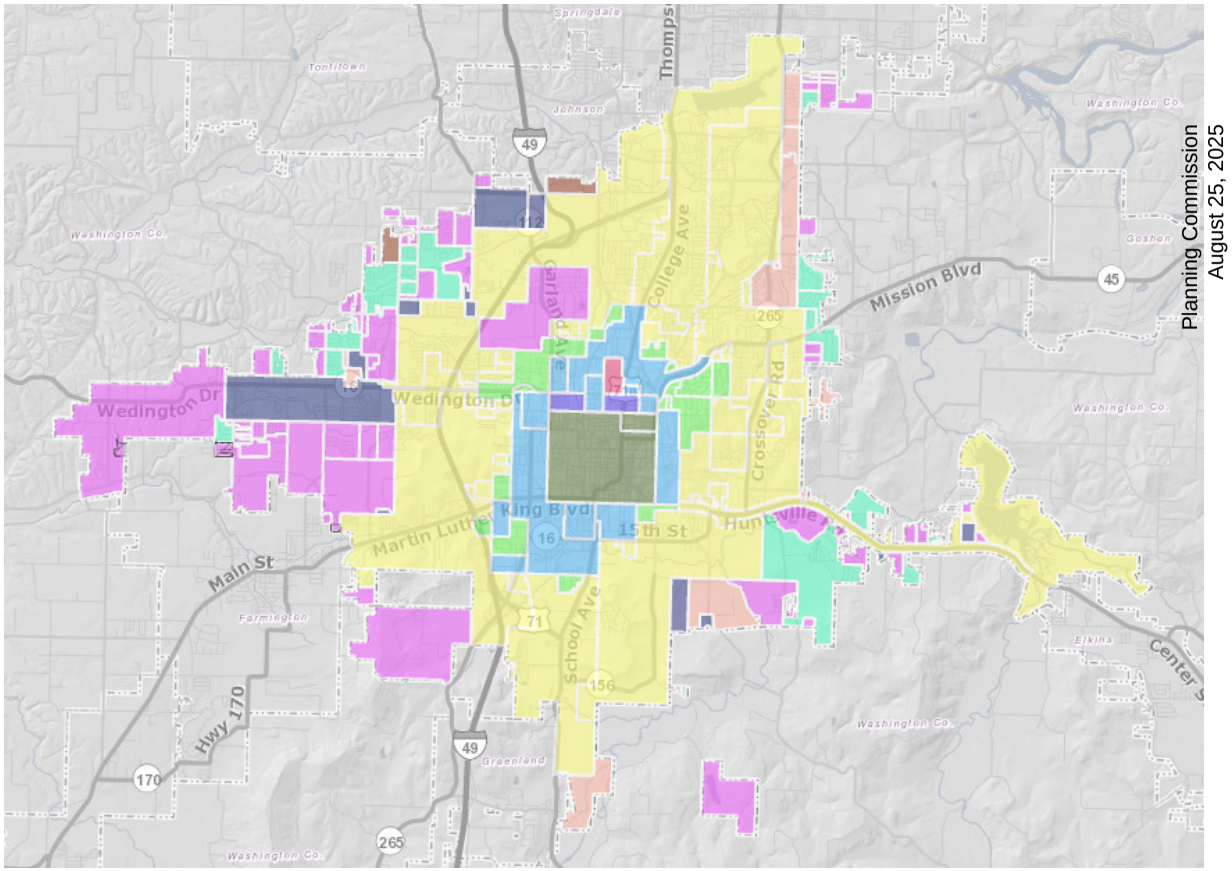


Figure 12.15 - Fayetteville Annexation Map

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Annexation History and Trends

The original town was incorporated in 1870 with approximately 1,100 acres. Since incorporation, the City has made almost 200 annexations, totaling over 34,000 acres. Annexation activity was relatively slow until the 1940's, when over 2,500 acres were annexed within 19 annexations. During the 1950's, almost the same number of annexations took place, however, the total land area annexed was significantly smaller than in the 1940's. By the 1960's. annexation activity increased dramatically, with 42 annexations bringing over 18,000 acres into the city limits. Annexation numbers dropped in 1970 and stayed steady until the 1990's, when the number of annexations tripled from the 1980's. By 2000, the City contained 45 square miles and by 2018 the City contained approximately 55 square miles.

One indicator of the amount of developable land within the City is the number of people per acre. Prior to 1940 there were approximately 5.6 persons per acre. This era represents the time when Fayetteville was still relatively small and consisted primarily of what we would now consider the downtown and surrounding neighborhoods. By 1970, after numerous large annexations in the 1960's, the persons per acre had been reduced to 1.3. The City's population continued to increase dramatically through the 2000's when we maintained just over 2 people per acre from 2000-2010. An annexation referendum in October of 2006 for a large area along Wedington Drive on the west side of town brought in an additional 1,400 acres of low density land for eventual development.

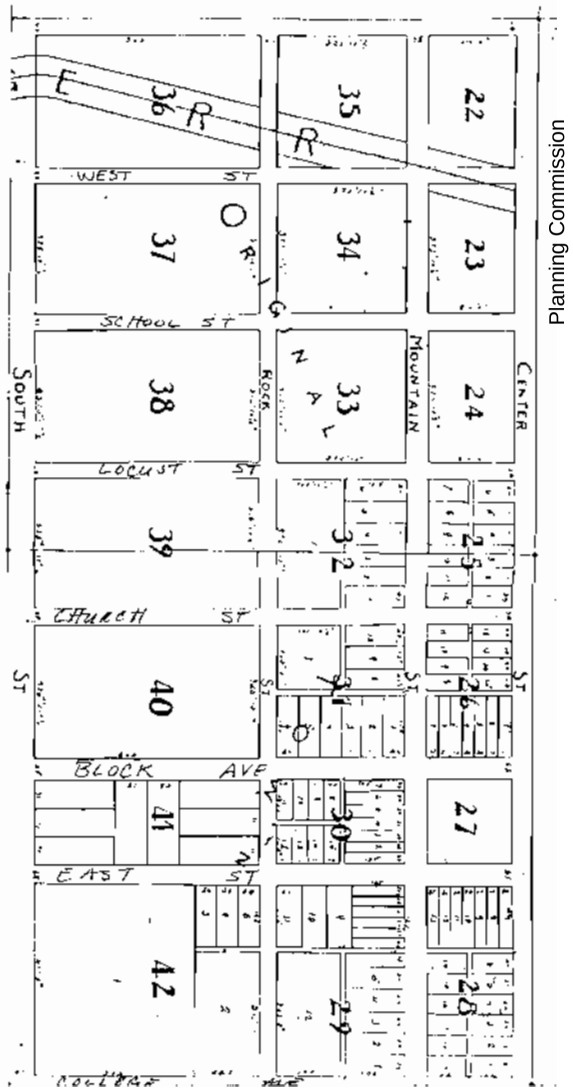


Figure 12.16 - Fayetteville Town Plat

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State Statutes on Annexation

Title 14, Chapter 40 of the state statute discusses annexation. Annexations can be initiated by a municipality or by property owners.

A municipality can annex contiguous lands, lands surrounded by the municipality, unincorporated area that is completely bounded by two or more municipalities. If the municipality has the greater distance of city limits adjoining the area, and land contiguous and in adjacent counties to annex any contiguous lands, the governing body must adopt an ordinance, passed by two-thirds of the governing body and hold an election of the people. Those lands must meet one of the following criteria:

- Platted and held for sale or use as municipal lots;
- Whether platted or not, if the lands are held to be sold as suburban property;
- When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- When they are valuable by reason of their adaptability for prospective municipal uses.

Contiguous lands must not be annexed if they meet either of the following criteria:

- Have a fair market value at the time of adoption of the ordinance of lands used only for agricultural or horticultural purposes and the highest and best use of the land is for agricultural or horticultural purposes; or
- Are lands upon which a new community is to be constructed with funds guaranteed in whole or in part by the federal government under Title IV of the Housing and Urban Development Act of 1968 or under Title VII of the Housing and Urban Development Act of 1970.

To annex land surrounded by a municipality, the governing body can propose an ordinance to annex the property. Again, the lands must meet the criteria listed above. A public hearing must be held within 60 days of the proposed ordinance, A majority of the governing body must approve the annexation for it to become effective.

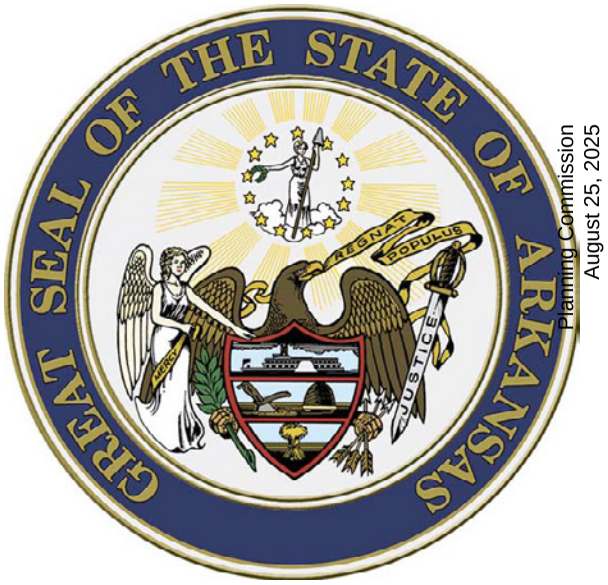


Figure 12.17 - Great Seal of the State of Arkansas

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Property owners in areas contiguous and adjacent to the municipality may request annexation. They can apply with a petition of the majority of land owners in the area, if the majority of the total number of owners own more than one-half of the acreage affected.

Potential Annexation Areas

The potential annexation areas should be identified by the City using the following criteria:

- Areas that are already urban in character.
- Areas that can be developed at urban densities.
- Immediate areas are those that are peninsulas or islands, where municipal services have already been extended.
- Vacant lands that are subject to development pressure.
- Areas where urban services are already provided.
- Areas where urban services are needed.

Annexation Guiding Policies

Boundaries

- Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
- Proposed annexation area must be adjacent, or contiguous, to city limits.
- Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
- Boundaries for annexed areas should follow natural corridors.
- The provision of services should be concurrent with development.

Environmentally Sensitive Areas

- Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

- Public services must be able to be provided efficiently in newly annexed areas.
- Annexed areas should receive the same level of service of areas already in the city limits.
- The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

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Infrastructure and Utilities

- Areas currently served by utilities and other public services should be annexed.
- Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
- Phased annexation should be initiated by the City within the active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

- Promote long-range planning with adjacent jurisdictions.
- Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

- Develop a land use plan for annexation initiated by the City.
- Designate zoning districts for property during the annexation process.
- An annexation study should be completed on all annexation proposals.
- Development proposals require a separate review from the annexation proposals.
- Residents should be fully informed of annexation activities.
- Encourage larger annexations to create acceptable boundaries.
- Conduct a fiscal impact assessment on large annexations.

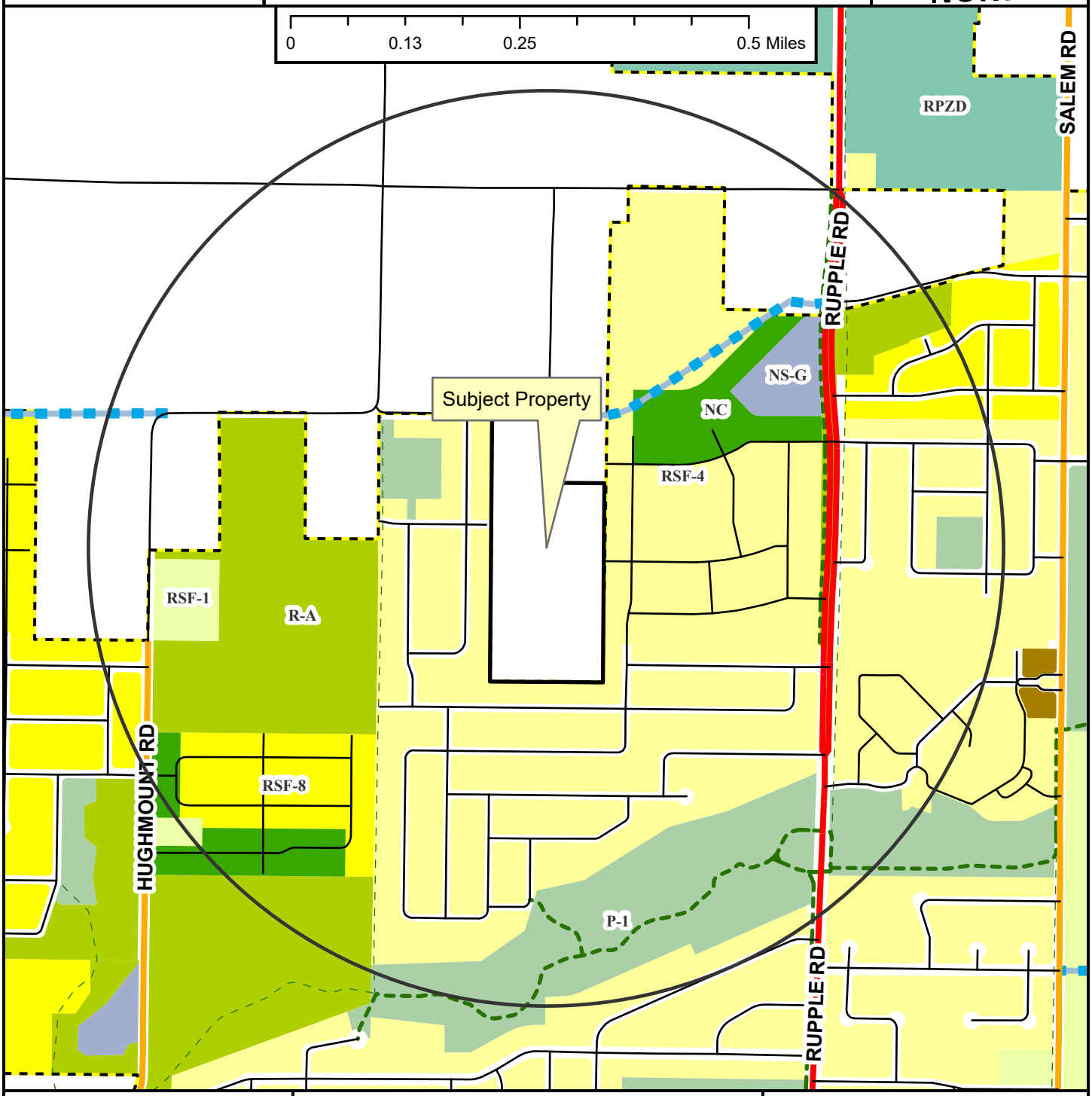
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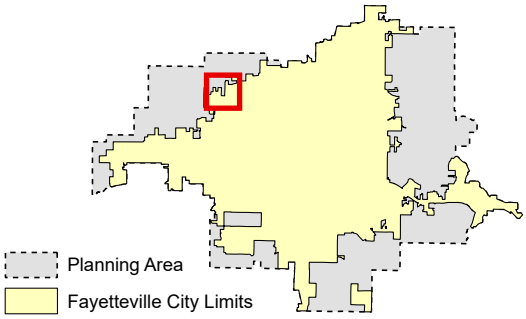
One Mile View

W. LIERLY LN

NORTH



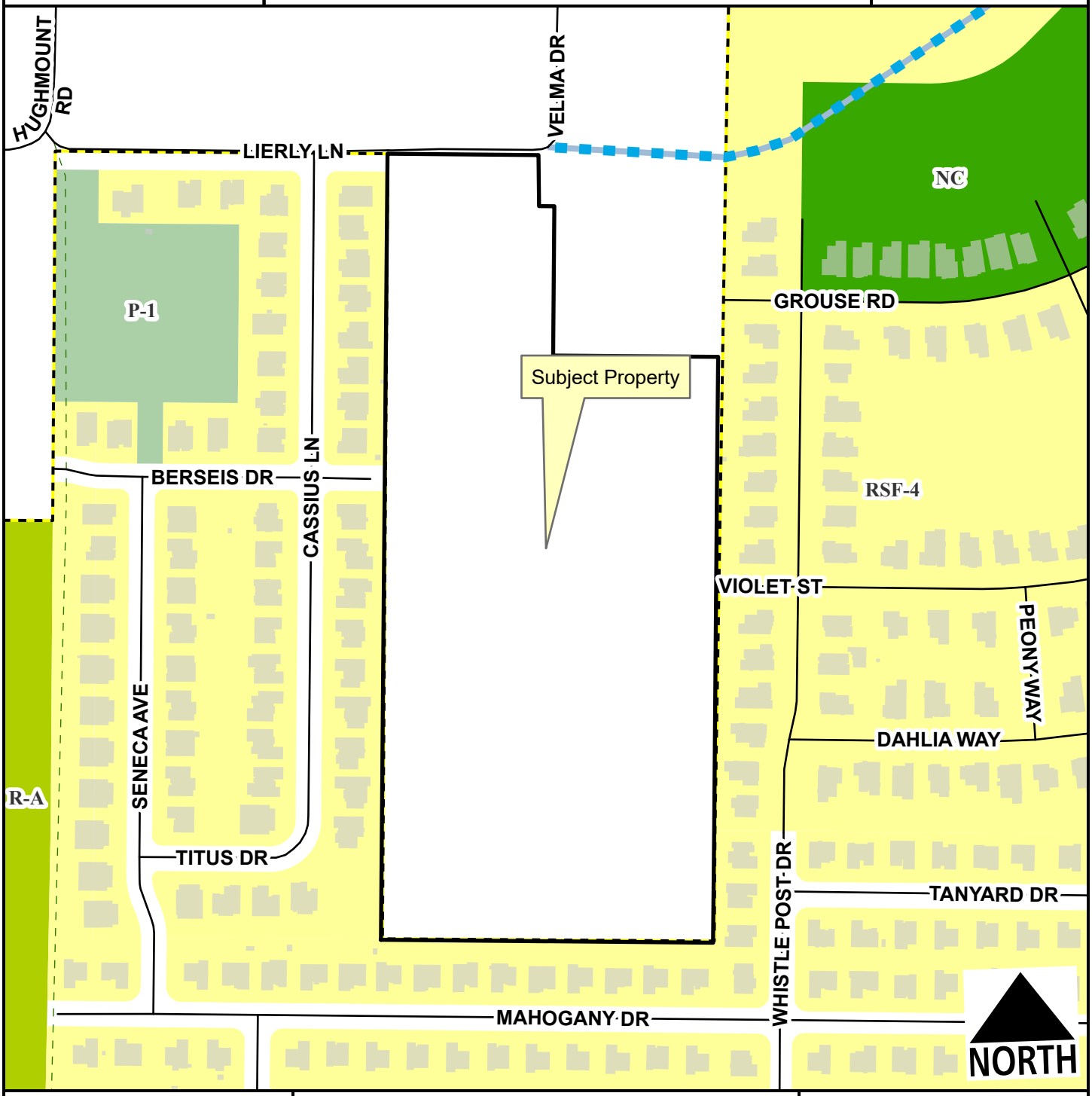
Regional Link
Neighborhood Link
Unclassified
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



ANX-2025-0001

Close Up View

W. LIERLY LN



Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)

Feet

0 105 210 420 630 840

1:3,400

ANX-2025-0001

Current Land Use

W. LIERLY LN

NORTH



Unclassified
Residential Link
Planned Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

100-Year Floodplain
Floodway

RMP LLP
ATTORNEYS AT LAW
LICENSED IN AR, AL, MO, OK, TN, TX
Established 2005
www.rmp.law

LARRY McCREDY | Attorney
lmccredy@rmp.law

PO Box 1788 | Fayetteville AR 72702
5519 Hackett St. Suite 300 | Springdale AR 72762
T 479 443 2705 | F 479 443 2718

July 10, 2025

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Annexation and Rezone of Parcel Number 001-16788-000 & 001-16811-001

To Whom It May Concern:

I represent the owner of parcel numbers 001-16788-000 and 001-16811-001. The owner is currently seeking to annex the properties into the City of Fayetteville.

The owner is aware that standard protocol states that newly annexed property is zoned as R-A, Residential Agricultural. However, the owner is also requesting that the properties be zoned (rezoned) as NC, Neighborhood Conservation, upon annexation. We are submitting a separate rezoning application as part of this process.

Thank you for your assistance. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

/s/ Larry McCredy

Larry McCredy

LMC/eil

Annexation Analysis

Pursuant to the City's Annexation Checklist, please see that attached statement addressing the consistency of the proposed annexation with the City's Annexation Guiding Policies:

a. Annex existing islands/peninsulas and do not annex areas that would create islands/peninsulas – This is one of the guiding principles when considering potential annexations. It is reflected in the state statute dealing with annexation. *See* A.C.A. § 14-40-609(b)(2)(e). The area for which annexation is sought is currently surrounded on three sides by property that is located within Fayetteville city limits. Annexation would eliminate this current peninsula of property that is not within the City limits. It would not have the effect of creating an island or peninsula.

b. Proposed annexation area must be adjacent, or contiguous, to city limits – As noted above, the property for which annexation is sought is surrounded on three sides by property that is already located within the city limits of Fayetteville.

c. Area should either include or exclude entire subdivisions or neighborhoods, not divide – The property for which annexation is sought does not divide any subdivision or neighborhood. It consists of two undeveloped tracts, totaling roughly 20 acres.

d. Boundaries for annexed area should follow natural corridors – The property for which annexation is sought is contiguous with Lierly Lane, an existing public street.

e. Annex environmentally sensitive areas – The property for which annexation is sought is not an environmentally sensitive area that will be impacted by development.

f. Public services mut be able to be provided efficiently in newly annexed areas – The property for which annexation is sought is surrounded by existing neighborhoods in the City of Fayetteville. Existing public services, including fire and police, are already available to these adjacent areas. The same services can be provided easily and efficiently to the newly annexed areas.

g. Areas currently served by utilities and other public services should be annexed – The property for which annexation is sought is surrounded by existing neighborhoods in the City of Fayetteville. Existing utilities are already provided to these neighborhoods. These same services (water, sewer, electricity, gas, and trash) will be available to the newly annexed area.

h. Proposed annexation areas should not require the upgrading of utilities – The property for which annexation is sought should not require any utilities to be upgraded to meet the demands of development. Existing utilities available at the property are sufficient to meet these needs.

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

FILED
2025 JUN 26 AM 11:57
BECKY LEWALLEN
CO. & PROBATE CLERK
WASHINGTON CO., AR

IN THE MATTER OF ANNEXING TO THE CITY OF FAYETTEVILLE, ARKANSAS CERTAIN TERRITORY CONTIGUOUS TO SAID CITY OF FAYETTEVILLE, ARKANSAS

CC NO. 2025-01

ORDER CONCERNING ANNEXATION

On this 26th day of June, 2025, of a regular term of the County Court of Washington County, Arkansas, there is presented a petition of the owners desiring the annexation of territory into the City of Fayetteville, Arkansas, more particularly described therein. The court has received the verification of the county assessor and county clerk required by A.C.A § 14-40-609. This Court being fully advised of the facts and the law does hereby find as follows:

1. The Court finds that the petition and verifications are complete and accurate.
2. The Court further finds that no enclaves will be created by the annexation.
3. The Court finds that the petition contains a schedule of services.

Therefore, the Court hereby ORDERS that the petition and this Order be delivered to the City of Fayetteville, Arkansas.

PATRICK W. DEAKINS, COUNTY JUDGE

Wonsower, Donna

From: Planning Shared
Sent: Monday, August 25, 2025 8:26 AM
To: Wonsower, Donna
Subject: FW: Planning Commission Meeing, 8/25/2025

Follow Up Flag: Follow up
Flag Status: Flagged

Public comment regarding ANX-2025-0001 & RZN-2025-0032.

Zak Tamijani
Planning Technician
Development Services
City of Fayetteville
479-444-3443
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Jim Becker <bayern.becker1080@gmail.com>
Sent: Sunday, August 24, 2025 4:04 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Planning Commission Meeing, 8/25/2025

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

I am a Fayetteville resident and registered voter. I would like to submit my strong opposition to items 13 and 14 of the agenda for August 25, 2025, regarding the property on Lierly Ln. I do not believe it is in the best interest of the city to annex the property. I also very strongly oppose rezoning the land to Neighborhood Conservation. As this would allow builders to put 10 homes per acre on the land, I believe that would be detrimental to current neighborhoods. This would cause issues with traffic and utilities. Currently, the city is having issues with water usage during the summer, concerns over waste management and recycling. Therefore, putting 10 homes per acre, meaning almost 200 homes on this property, would be too much. I do not see an upside for the city to allow this excessive development on the land.

--
Jim Becker
3903 W Dahlia Wy, Fayetteville, AR 72704

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1674

MEETING OF SEPTEMBER 30, 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-2025-0032: Rezone (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.92 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.**

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 far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St. and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. A request to annex the subject property into the City of Fayetteville (ANX-2025-0001) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to NC, Neighborhood Conservation.

Public Comment: Staff received three comments in opposition to the annexation request, citing increased traffic, demand on existing utilities and other city services, potential impact of development on adjacent neighborhoods, density concerns, and a desire for the property to remain undeveloped to protect existing views.

Land Use Compatibility: Staff finds the proposed zoning of NC, Neighborhood Conservation to be compatible with the surrounding area. While NC would permit narrower and smaller lots than zoning currently allows (40 feet versus 200 feet for single-family dwellings, two-acre lot size minimum versus none), staff finds that adjacent lots have been platted at or near the minimum lot width for the RSF-4 zoning district (70 feet), and houses within the immediate vicinity have generally been constructed within 15'-25' of the street ROW. This distance is consistent with the build-to-zone requirement of the proposed NC zoning; as such, staff finds the addition of a build-to-zone would not result in development patterns which are incompatible with surrounding neighborhoods. Additionally, the proposed zoning district currently exists less than 200 feet to the east of the subject area.

Staff finds that the uses permitted in NC are substantially similar to those within the adjacent RSF-4 district,

with identical by-right uses and only two additional conditional uses (Use Unit 25: Offices, studios and related services and Use Unit 36: Center for Collecting Recyclable Materials). Staff finds that, while R-A has a substantially lower density of one residential unit per two acres, it also permits intense uses such as animal husbandry and agriculture, including rodeo grounds, animal hospitals, livestock services, and other farm uses that may be less compatible than the proposed zoning district given the subject area is surrounded by strictly residential neighborhoods on three sides. Additionally, the property is within half a mile of Holt Middle School, Holcomb Elementary School, Gary Hampton Soccer Complex, trails, and other nonresidential 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, which encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. The NC zoning district would allow for development between existing subdivisions that would contribute to city goals to create connected development and to grow a livable transportation system. While staff finds that developing on the outskirts of the city has the potential to increase maintenance and other long-term expenses, in this case, staff finds that infrastructure is readily available from adjacent neighborhoods to the east and west and that the subject area is within close proximity to a wide array of city services such as parks, schools, and trails despite its location at the city's edge.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-4** for this site. The following elements of the matrix contribute to the score:
1. Near Sewer Main (8-inch main; W. Violet St.)
2. Near Water Main (8-inch main; W. Violet St. and W. Berseis Dr.)
3. Near City Park (Lierly Lane Park)
4. Near Paved Trail (Rupple Rd. Side Path)

DISCUSSION:
At the August 25, 2025, Planning Commission meeting, a vote of 4-2-1 forwarded the request. The applicant noted the reduction of the existing peninsula, proximity of utilities and adjacent higher density zoning districts including NC, Neighborhood Conservation, as well as compatibility with surrounding neighborhoods. One neighbor spoke against the request, citing a desire for his property to remain outside of city limits and requesting that the commission get more information on the final layout of any proposed development before either annexing or rezoning the requested properties. Also noted was an error in the staff report that stated W. Grouse St. was adjacent to the subject area.

Commissioners in favor of the rezoning noted increased flexibility from smaller lot width allowances, improved results from developments with build-to-zone requirements, and the proximity of adjacent zoning districts with higher densities. Commissioner Garlock cited concerns with the proposed density requested and Commissioner Payne stated that he had concerns with the request to NC given the adjacent single-family neighborhoods. Commissioner Werner motioned, and Commissioner Gulley seconded. Commissioner McGetrick recused. Commissioners Garlock and Payne voted against the request.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Public Comment, 7. Staff Report

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

File #: 2025-1674

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-32 FOR APPROXIMATELY 19.92 ACRES LOCATED ON WEST LIERLY LANE IN WARD 4 FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential Agricultural to NC, Neighborhood Conservation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-1674

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0032: Rezone (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.92 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

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: _____

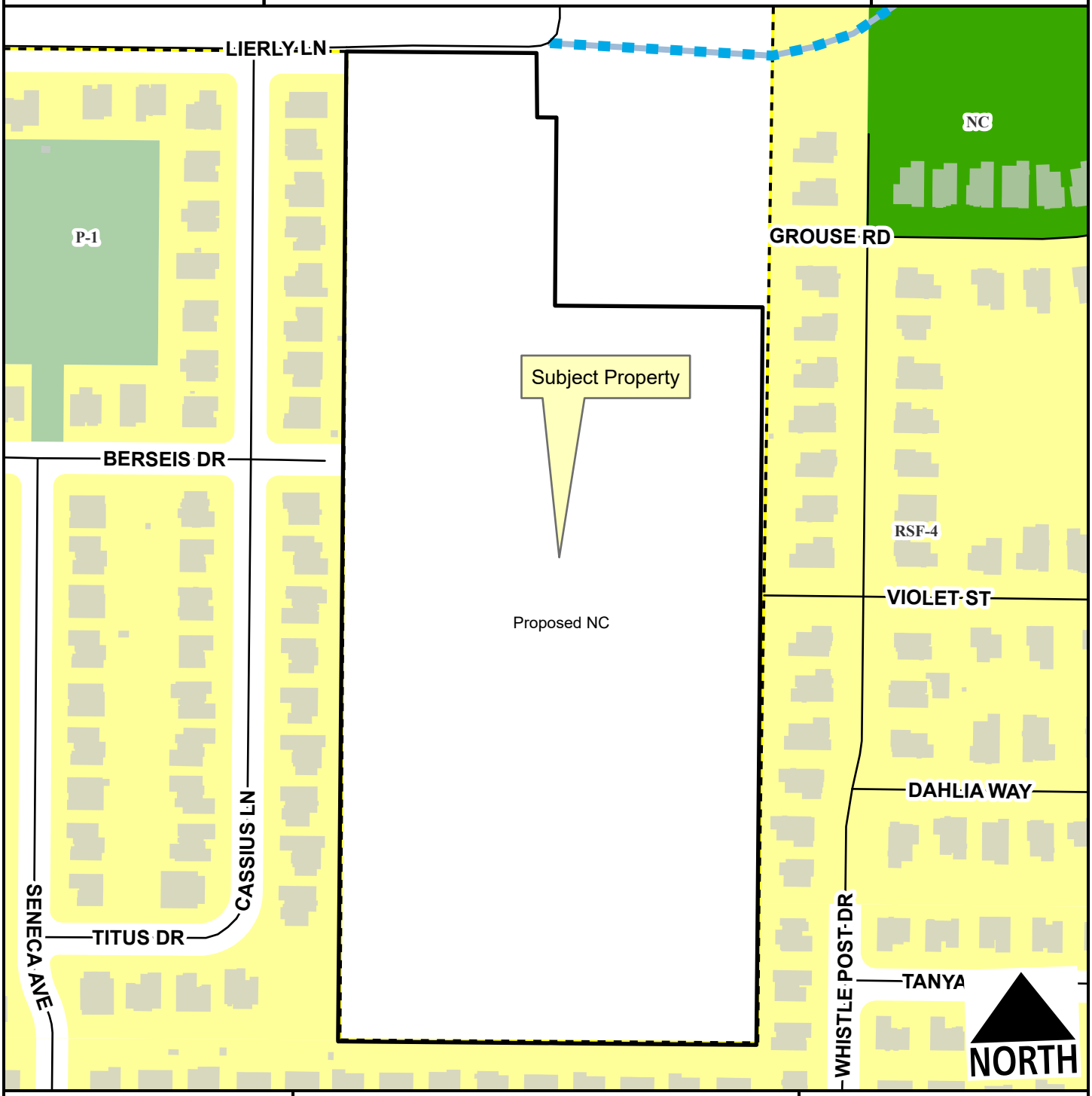
Comments:

RZN-2025-0032

Close Up View

W. LIERLY LN

Exhibit 'A'
RZN-2025-0032



Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 80 160 320 480 640

1:2,700

Zone	Current	Proposed
NC	0.0	20.0
RSF-4	0.1	0.0

Total 20.0 ac

Exhibit 'B'
RZN-2025-0032

Parcel 001-16788-000 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/ 4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 651.0 feet from the Northwest corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4) and running, thence N 89°59'40" E 325.5 feet; thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning. Containing 11.51 acres, more or less.

AND

Parcel 001-16811-001 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 976.5 feet from the Northwest corner of said Southwest Quarter (SW 1/ 4) Northeast Quarter (NE 1/ 4) and running thence N 89°59'40" E 325.5 feet to the Northeast corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4); thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning, containing 11.5 acres, more or less.

LESS AND EXCEPT

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 and running thence S 89°59'40" W 367.08 feet; thence S 01°01'05" E 100.00 feet; thence N 89°59'40" E 30.00 feet; thence S 00°01'05" E 292.47 feet; thence N 89°59'41" E 333.63 feet; thence N 00°29'04" E 392.49 feet to the point of beginning, containing 3.09 acres, more or less.

Wonsower, Donna

From: Planning Shared
Sent: Monday, August 25, 2025 8:26 AM
To: Wonsower, Donna
Subject: FW: Planning Commission Meeing, 8/25/2025

Follow Up Flag: Follow up
Flag Status: Flagged

Public comment regarding ANX-2025-0001 & RZN-2025-0032.

Zak Tamijani
Planning Technician
Development Services
City of Fayetteville
479-444-3443
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Jim Becker <bayern.becker1080@gmail.com>
Sent: Sunday, August 24, 2025 4:04 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Planning Commission Meeing, 8/25/2025

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

I am a Fayetteville resident and registered voter. I would like to submit my strong opposition to items 13 and 14 of the agenda for August 25, 2025, regarding the property on Lierly Ln. I do not believe it is in the best interest of the city to annex the property. I also very strongly oppose rezoning the land to Neighborhood Conservation. As this would allow builders to put 10 homes per acre on the land, I believe that would be detrimental to current neighborhoods. This would cause issues with traffic and utilities. Currently, the city is having issues with water usage during the summer, concerns over waste management and recycling. Therefore, putting 10 homes per acre, meaning almost 200 homes on this property, would be too much. I do not see an upside for the city to allow this excessive development on the land.

--
Jim Becker
3903 W Dahlia Wy, Fayetteville, AR 72704

Additional Information Received

Date Received: MM/DD/YYYY	09/08/2025
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Clerk's Office
Agenda Meeting Date: MM/DD/YYYY	09/09/2025
Agenda Item: Ex. B3, C.4	C.10
Civic Clerk Number: Ex. 2025-994	2025-1674

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

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-2025-0032: Rezone (W. LIERLY LN/MOORE, 244 & 283):** Submitted by RMP LLP for property located on W. LIERLY LN. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.92 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0032** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0032** to the City Council with a recommendation for approval."*

BACKGROUND: Correction: Subject area does not have frontage along W. Grouse Rd.
The subject property is located in far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet ST., ~~W. Grouse Rd.~~ and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. A request to annex the subject property into the City of Fayetteville (ANX-2024-0002) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
East	Single-Family Residential	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 R-A, Residential Agricultural to NC, Neighborhood Conservation.

Public Comment: To date, staff has received one comment in opposition to the request, citing potential impact to existing views and a desire for the property to remain undeveloped.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage along West Lierly Lane, an unclassified county road, which is unimproved with gravel paving. In addition, there are three roads that dead end at the property boundaries (West Berseis Drive, West Violet Street and ~~West Grouse Road~~). All three of these are improved residential links with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main on the west side of the subject property along West Berseis Drive. In addition, there are two existing 8-inch water main connections on the east side of the subject property along ~~West Grouse Street~~ and West Violet Street. There are no known water capacity issues that would impact this development.

Sewer: Public sewer is available to the subject area. There are two existing 8-inch connections on the east side of the property along both ~~West Grouse Road~~ and West Violet Street. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 3000 linear feet downstream of this property.

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

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. Rupple Rd., protects this site. The property is located approximately 3 miles from the fire station with an anticipated drive time of approximately 8 minutes using existing streets. The anticipated response time would be approximately 10.2 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 noted no apparent issues with this request.

Tree Preservation:

The proposed zoning district of NC, Neighborhood Conservation, requires **20% minimum canopy preservation**. The current zoning district of RA, Residential Agricultural, 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 **Residential Neighborhood Area.**

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.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-4** for this site with a weighted score of **4** at the highest level. The following elements of the matrix contribute to the score:

- Near Sewer Main (8-inch main; W. Grouse Rd. and W. Violet St.)
- Near Water Main (8-inch main; W. Grouse Rd., W. Violet St., W. Berseis Dr.)
- Near City Park (Lierly Lane Park)
- Near Paved Trail (Rupple Rd. Side Path)

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 NC, Neighborhood Conservation to be compatible with the surrounding area. While NC would permit narrower and smaller lots than zoning currently allows (40 feet versus 200 feet for single-family dwellings, two-acre lot size minimum versus none), staff finds that adjacent lots have been platted at or near the minimum lot width for the RSF-4 zoning district (70 feet), and houses within the immediate vicinity have generally been constructed within 15'-25' of the street ROW. This distance is consistent with the build-to-zone requirement of the proposed NC zoning; as such, staff finds the addition of a build-to-zone would not result in development patterns which are incompatible with surrounding neighborhoods. Additionally, the proposed zoning district currently exists less than 200 feet to the east of the subject area.**

Staff finds that the uses permitted in NC are substantially similar to those within the adjacent RSF-4 district, with identical by-right uses and only two additional conditional uses (Use Unit 25: Offices, studios and related services and Use Unit 36: Center for Collecting Recyclable Materials). Staff finds that, while R-A has a substantially lower density of one residential unit

per two acres, it also permits intense uses such as animal husbandry and agriculture, including rodeo grounds, animal hospitals, livestock services, and other farm uses that may be less compatible than the proposed zoning district given the subject area is surrounded by strictly residential neighborhoods on three sides. Additionally, the property is within half a mile of Holt Middle School, Holcomb Elementary School, Gary Hampton Soccer Complex, trails, and other nonresidential 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, which encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. The NC zoning district would allow for development between existing subdivisions that would contribute to city goals to create connected development and to grow a livable transportation system. While staff finds that developing on the outskirts of the city has the potential to increase maintenance and other long-term expenses, in this case, staff finds that infrastructure is readily available from adjacent neighborhoods to the east and west and that the subject area is within close proximity to a wide array of city services such as parks, schools, and trails despite its location at the city's edge.**

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 R-A to NC is justified. Rezoning to UN would allow for development that is consistent with the City's planning objectives and policies, including improved connectivity between existing subdivisions.**

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

Finding: **Rezoning the property to NC has the potential to increase traffic along adjacent streets. Staff finds that the property connects to existing streets to the north, east, and west, likely reducing the impact of future development onto a single street and creating the potential for improved connectivity throughout the surrounding. Any street improvements required in these areas would be determined at the time of development proposal.**

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

Finding: **Rezoning the property from RA to NC 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-2025-0032 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION	**Required**	**YES**	
Date: August 25, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: WERNER	"I move to forward RZN-2025-0032 to the City Council with a recommendation for approval."		
Second: GULLEY			
Vote: 4-2-1 (PAYNE & GARLOCK OPPOSED, MCGETRICK RECUSED)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.03 – R-A, Residential Agricultural
  - §161.29 Neighborhood Conservation
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Request Letter

  Public comment received after packet creation

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; 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.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

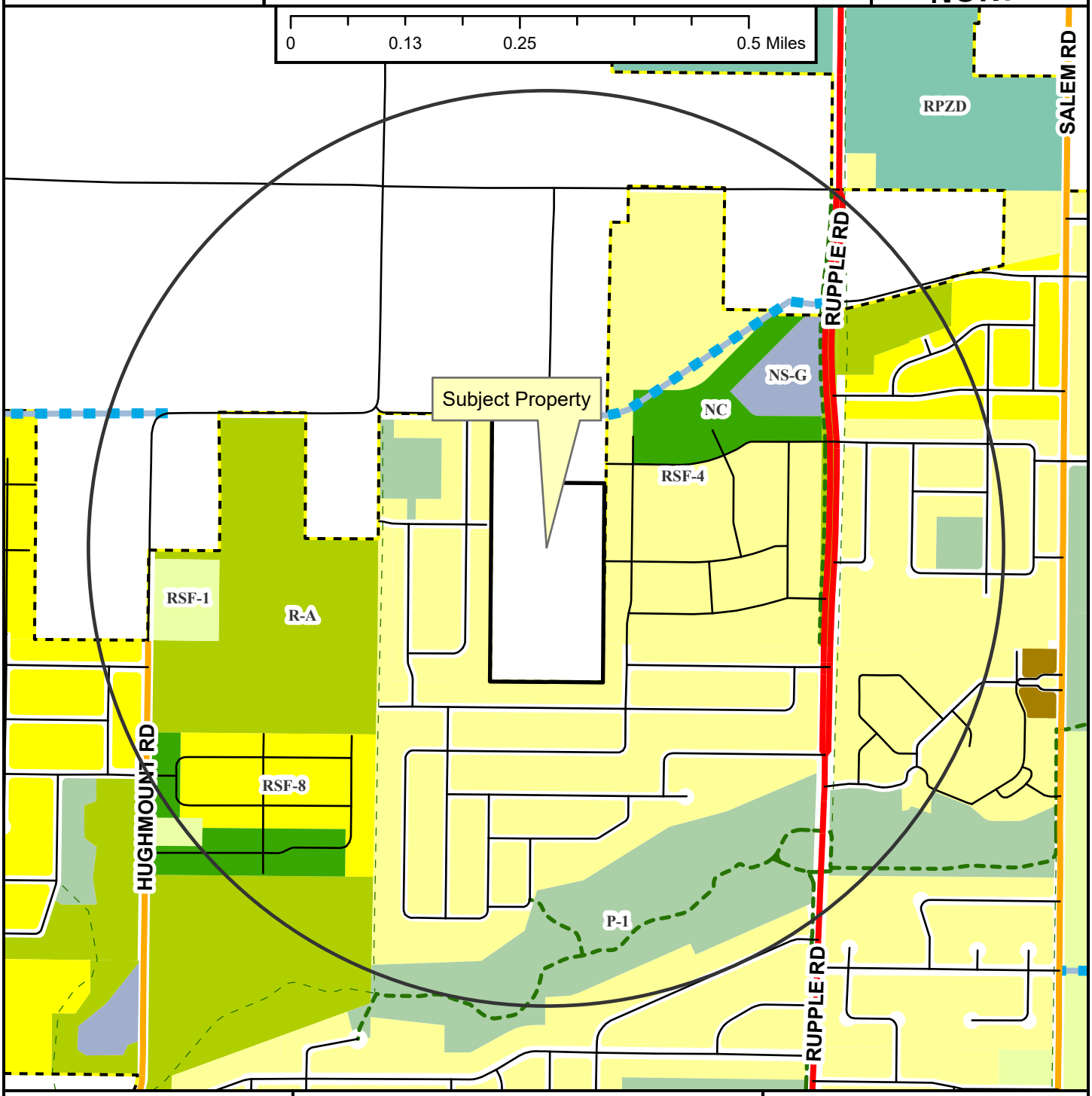
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RZN-2025-0032

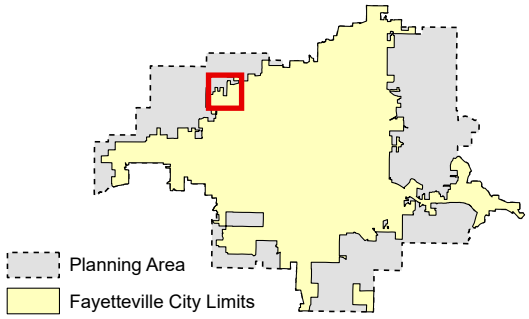
One Mile View

W. LIERLY LN

NORTH



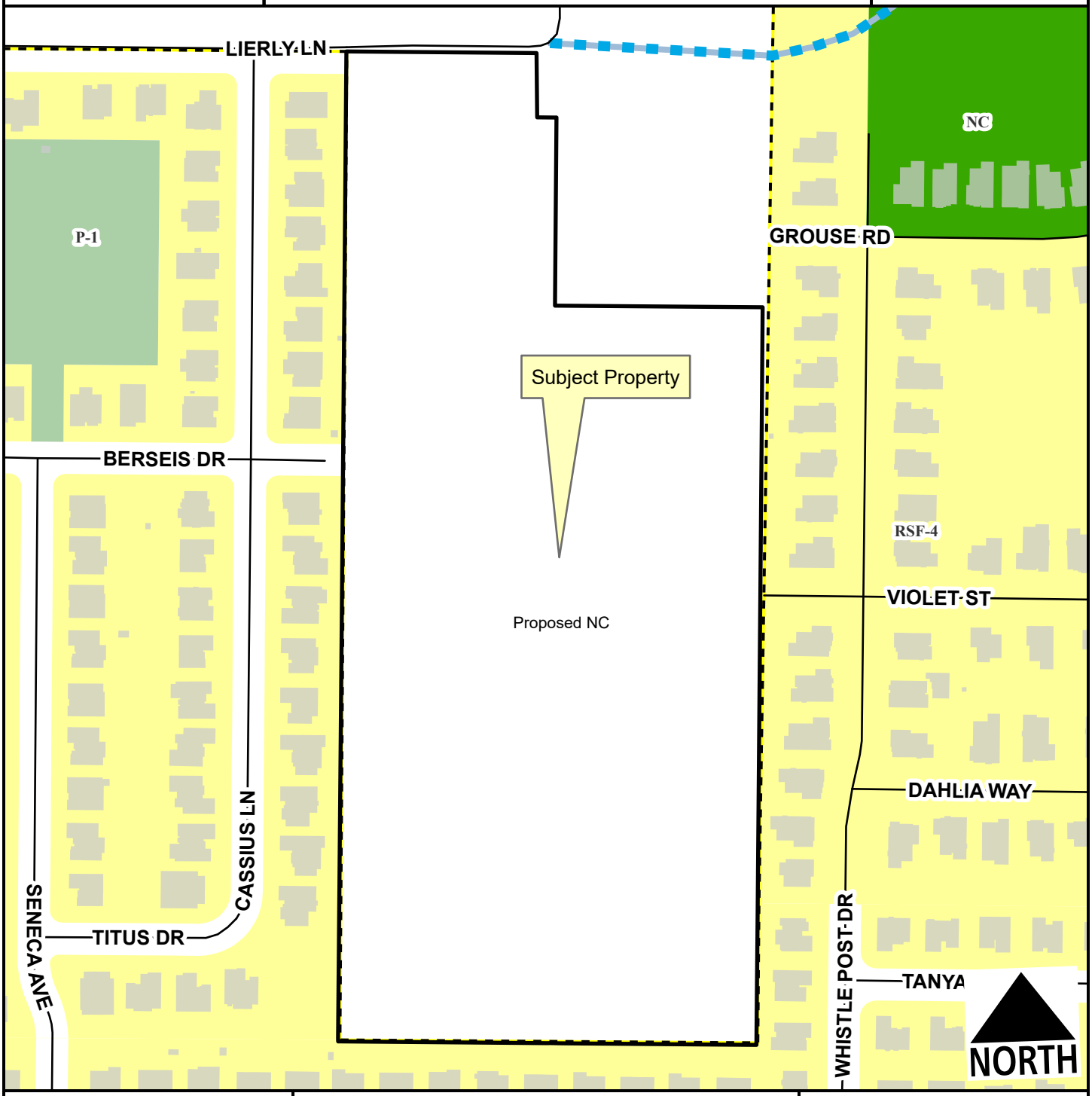
- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2025-0032

Close Up View

W. LIERLY LN



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 80 160 320 480 640

1:2,700

Zone	Current	Proposed
NC	0.0	20.0
RSF-4	0.1	0.0

Total 20.0 ac

RZN-2025-0032

Current Land Use

W. LIERLY LN

NORTH



Unclassified
Residential Link
Planned Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

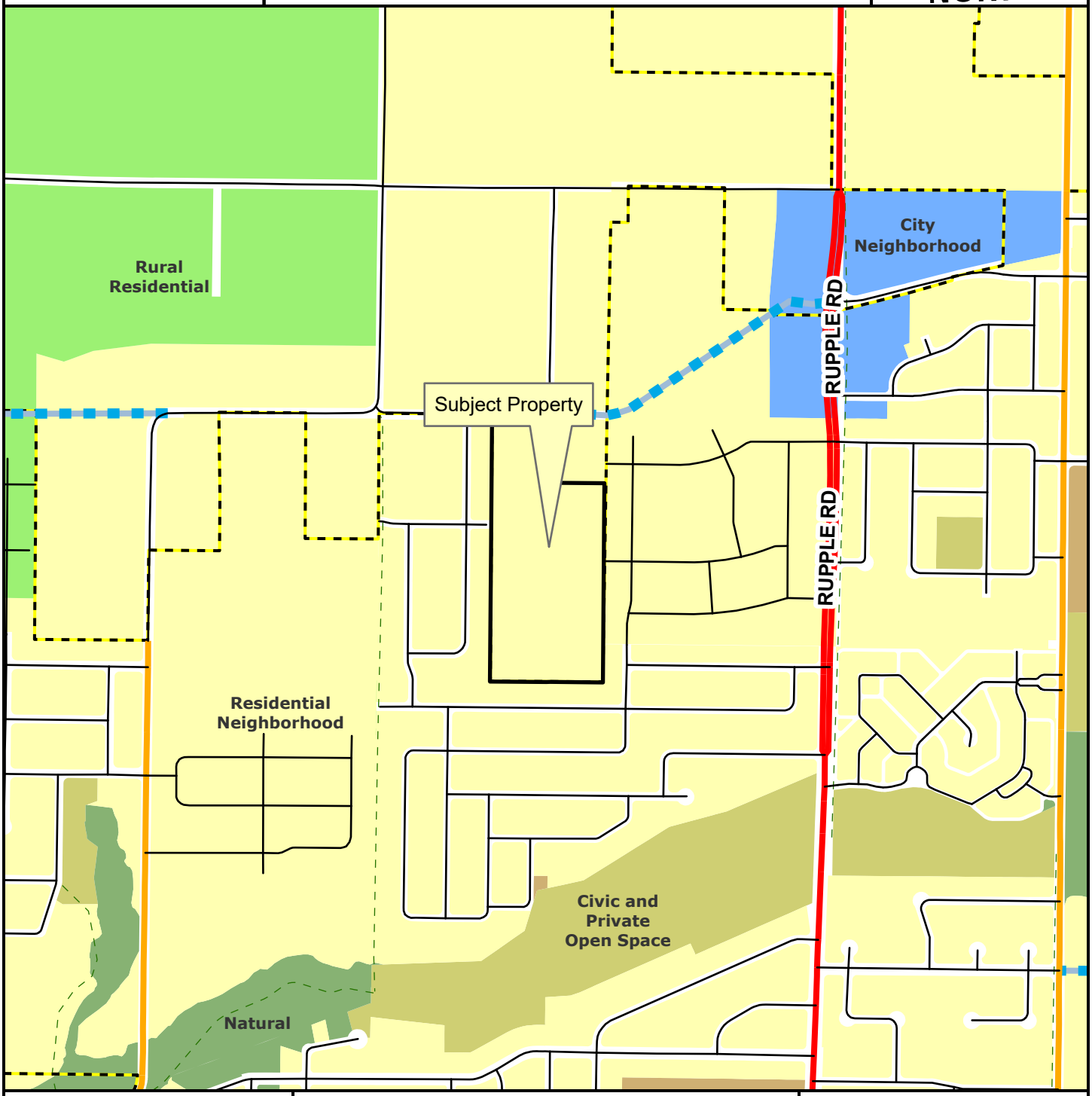
100-Year Floodplain
Floodway

RZN-2025-0032

Future Land Use

W. LIERLY LN

NORTH



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned 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

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July 10, 2024

City of Fayetteville Planning Commission
113 West Mountain Street
Fayetteville, AR 72701

Re: Rezoning Application for Parcel Number 001-16788-000 & 001-16811-001

To Whom It May Concern:

I represent the owner of parcel numbers 001-16788-000 and 001-16811-001. The owner has submitted an application to annex the properties into the City of Fayetteville and is submitting this application for rezoning to accompany the annexation petition.

The owner understands that standard protocol states that newly annexed property is zoned at R-A, Residential Agricultural. However, the owner would like the properties to be zoned NC, Neighborhood Conservation, if the annexation is successful. Please see the documents for the Rezoning Application for parcel numbers 001-16788-000 and 001-16811-001. These documents include:

- Legal Description of both properties
- Property Owner Authorization
- Statement of Compatibility

Please let me know if there is any additional information needed at this time. I am also available to discuss this matter if that would be helpful. Thank you for your assistance.

Sincerely,

/s/ Larry McCredy

Larry McCredy

LMC/eil

Rezoning Statement:

Parcels 001-16788-000 and 001-16811-001 (collectively, the "Property") are currently not located within the Fayetteville city limits. Property, however, is the subject of an annexation application that is being submitted simultaneously with this rezoning application. The Applicant is aware that annexed property is automatically assigned a zoning district of R-A. It makes this application for rezoning to be considered as part of the annexation process.

The Applicant desires to rezone the Property to Neighborhood Conservation (NC) zoning district as part of the annexation process. Rezoning to Neighborhood Conservation zoning district would be compatible with the surrounding neighboring property for a number of reasons. First, Property is surrounded on all three sides by RSF-4 zoned property. Just beyond those boundaries are other residential designations. There is another Neighborhood Conservation district in close proximity to the Property. Additionally, there are R-A and RSF-1 designations, as well. Neighborhood Services (NS-G) and Institutional (P-1) districts are also in the vicinity.

Rezoning to Neighborhood Conservation is also consistent with the Future Land Use designation in Fayetteville's City Plan 2040 that identifies this area as a Residential Neighborhood Area, which "encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks." A Neighborhood Conservation designation would be consistent with the guiding policies of this future land use designation. It has reduced setback lines and lower lot width minimums that are consistent with adopted future land use plan.

Rezoning the Property to Neighborhood Conservation will not adversely affect or conflict with surrounding land use. Rather, it is consistent with it. Additionally, it is consistent with Fayetteville's future land use plan.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1685

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **Appeal: RZN-2025-0027: Rezoning (3070 W. MOUNT COMFORT RD/SUMMERHILL, 323): Submitted by WESLEY BATES for property located at 3070 W. MOUNT COMFORT RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.**

RECOMMENDATION:
City Planning staff recommend approval and the Planning Commission denied a request to rezone the subject property as shown in exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in west Fayetteville at the northwest corner of W. Mount Comfort Road's intersection with N. Gooseberry Lane. The property contains 0.40 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that County records indicate was built in 1960.

Request: The request is to appeal the Planning Commission's decision to deny the applicant's request to rezone the property from RSF-4 to NS-G, Neighborhood Services, General.

Public Comment: Staff has received public comment in opposition to the request, with neighbors concerned that the proposal was incompatible with the surrounding land uses, and inconsistent with the neighborhood character.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8,000 sq. feet. Though surrounded by single-family uses to the west, north, and east, the property fronts W. Mount Comfort Road, a High Activity Link Street. With this location on the corner of a major thoroughfare, a single-family zoning district is not likely the highest and best use for the property with the potential for additional housing or small nonresidential uses appropriate. NS-G, while it allows for some limited commercial uses, is still considered to be a residential district, the intention of which is to promote pedestrian-oriented neighborhood development at a scale that is compatible with surrounding land uses. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold. Further, limited businesses (such as medical offices, coffee shops, and small grocery stores) would be permitted on the property to a maximum size of 8,000 sq. ft., which, given its corner location, would be well-

suited to provide services and amenities within a walkable distance of many residents that currently are required to make trips to employment and services by vehicle.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The potential for non-residential uses promotes walkability in an area that is largely residential. The property is located almost precisely halfway between two tier centers (one on N. Rupple Road and W. Mount Comfort, and the other located at W. Mount Comfort and N. Salem Road). Further, elements contributing to appropriate infill total five, indicating that a minimal increase in density is appropriate here. Staff finds that the applicant's request is in line with this score. The proposal also supports goals 3 and 4 in City Plan 2040, including promotion of infill, creating opportunities for housing, and developing complete neighborhoods.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 5 for this site. The following elements of the matrix contribute :

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" in N. Gooseberry Lane, 8" in W. Mount Comfort Road)
- Near Water Main (12" in W. Mount Comfort Road, 2.5" in N. Gooseberry Lane)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Marked Shared Roadway, W. Mount Comfort Road)

DISCUSSION:
At the August 11, 2025 Planning Commission meeting, a request to rezone the property from RSF-4 to NS-G was denied by a 3-6-0 vote. (Commissioners Werner, Gulley, Cabe, Payne, Garlock, and McGetrick were opposed). Commissioners in favor agreed with staff's findings that the change would support small-scale, walkable services along W. Mount Comfort Road. Opponents raised concerns about access management, scale, and compatibility with the neighborhood, preferring the applicants seek conditional use permitting under the current zoning if non-residential uses were proposed. Seven residents spoke in opposition, citing traffic issues along W. Mount Comfort, concerns about inserting commercial activity on what is currently a dead-end street, and lack of compatibility with neighborhood character and existing land uses.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2025-1685

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-27 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 3070 WEST MOUNT COMFORT ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services-General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Masters, Jessica

From: Pennington, Blake
Sent: Wednesday, August 13, 2025 9:54 AM
To: Konrad Siemek
Cc: CityClerk; Wes Bates; Masters, Jessica; Williams, Kit; Hungate, Hannah
Subject: RE: Appeal of rezoning denial for 3070 W Mt Comfort Road

Thank you for confirming, Konrad. The appeal meets the form, time, and place requirements of Section 155.02 and can be added to the City Council agenda.

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas

From: Konrad Siemek <ksiemek@gmail.com>
Sent: Wednesday, August 13, 2025 9:48 AM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>; Wes Bates <bateswt@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: Re: Appeal of rezoning denial for 3070 W Mt Comfort Road

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.

Blake,

I believe we would agree with your statement, if I am understanding correctly.

Konrad Siemek
Owner AD&U
Physical Therapist
www.adandyounwa.com

AD&U

On Wed, Aug 13, 2025, 9:32 AM Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> Wes,

Section 155.02(A) requires that appeals set forth the applicable UDC section(s). Based on what you've written below, could you confirm that Section 154.03 would be the appropriate UDC section? 154.03(A)(3) discusses the requirement for applicants to explain the compatibility of the proposed rezoning with neighboring property and why the proposed rezoning will not unreasonably adversely affect or conflict with surrounding land uses.

Thanks,

Blake

Blake E. Pennington

Senior Assistant City Attorney

City of Fayetteville, Arkansas

From: CityClerk <cityclerk@fayetteville-ar.gov>
Sent: Tuesday, August 12, 2025 2:34 PM
To: Wes Bates <bateswt@gmail.com>
Cc: Konrad Siemek <ksiemek@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: RE: Appeal of rezoning denial for 3070 W Mt Comfort Road

Good afternoon Mr. Bates,

Thank you for your email message!

Our City Attorneys have been added to this message, we'll await further instructions on how to proceed.

Thank you,

Jonathan Ramirez

Deputy City Clerk - Communications

Office of the City Clerk-Treasurer

City of Fayetteville, Arkansas

479-718-7629

fayetteville-ar.gov

jramirez@fayetteville-ar.gov



From: Wes Bates <bateswt@gmail.com>
Sent: Tuesday, August 12, 2025 1:23 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Konrad Siemek <ksiemek@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Appeal of rezoning denial for 3070 W Mt Comfort Road

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Members of the City Council,

I am writing to formally appeal the Planning Commission's denial of our rezoning request for 3070 W Mt Comfort Road from its current zoning to NS-G (Neighborhood Services General).

The Planning Department recommended approval of this request, recognizing that NS-G is consistent with the character and land use patterns along this section of Mt Comfort. In fact, NS-G zoning already exists across the street, and the property's frontage along Mt Comfort makes it an appropriate location for a small-scale, neighborhood-serving use.

We believe it is neither practical nor in the community's best interest to require exclusively single-family homes along a major street like Mt Comfort. The NS-G district allows for mixed-use, walkable development that complements surrounding residential areas, increases neighborhood amenities, and provides flexibility for future needs.

Given the existing NS-G zoning nearby, the property's location on a high-traffic corridor, and the Planning Department's support, we respectfully request that the City Council approve our rezoning to NS-G.

Thank you for your consideration.

Sincerely,
Wes Bates

--

Wes Bates

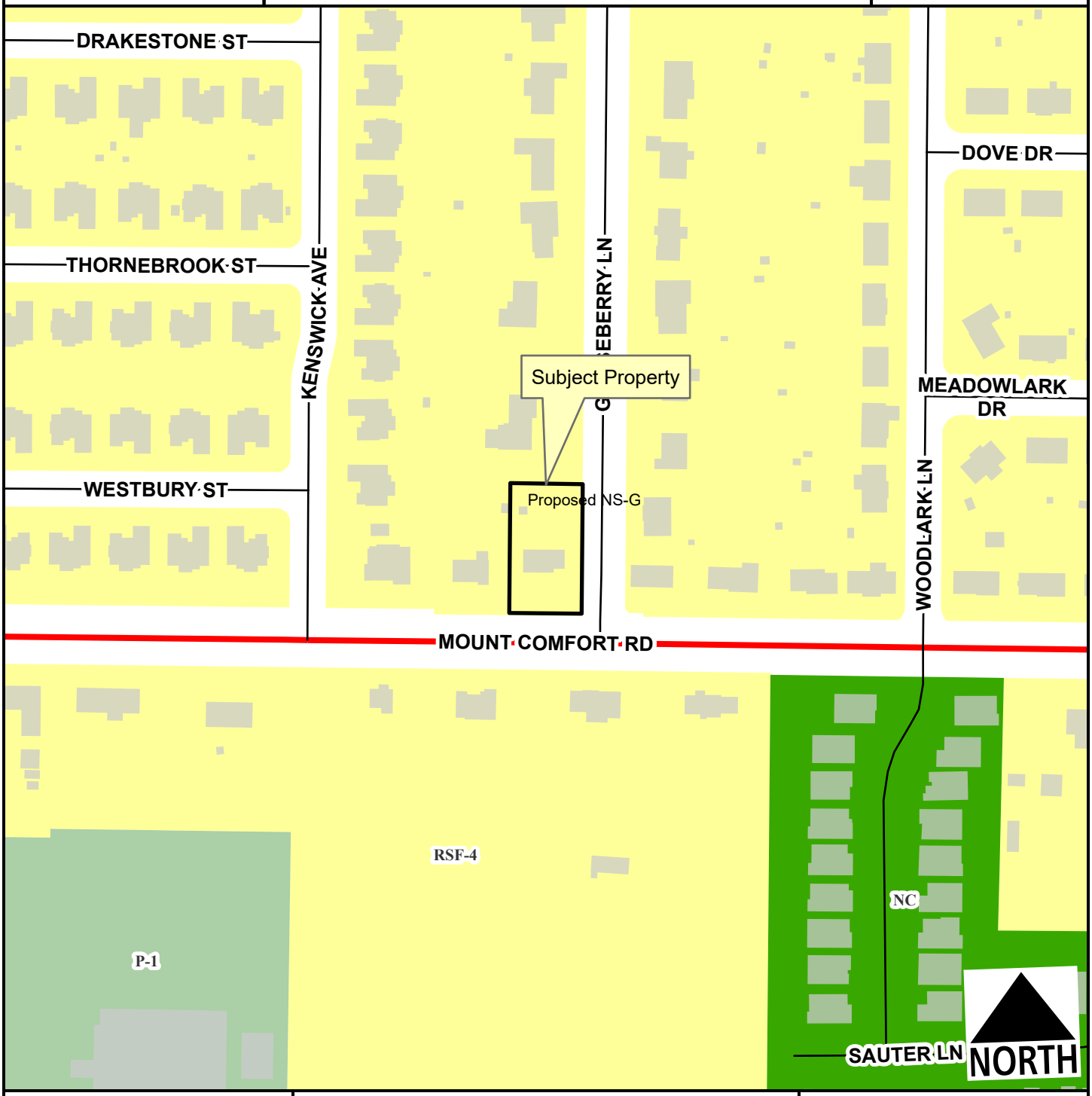
bateswt@gmail.com
479-595-5499

RZN-2025-0027

Close Up View

3070 W. MOUNT COMFORT RD

EXHIBIT A



Regional Link

Residential Link

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.4
RSF-4	0.4	0.0

Total 0.4 ac

EXHIBIT B

GIS Approved
07/08/2025

Lot 9, Block 1, Mt. Comfort Addition, an Addition to the City of Fayetteville, Washington County, Arkansas, as per the plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: August 11, 2025

SUBJECT: **RZN-2025-0027: Rezoning (3070 W. MOUNT COMFORT RD/SUMMERHILL, 323):** Submitted by WESLEY BATES for property located at 3070 W. MOUNT COMFORT RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-LIMITED.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0027** to City Council with a recommendation for approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2025-0027** to City Council with a recommendation for approval."

BACKGROUND:
The subject property is in west Fayetteville at the northwest corner of W. Mount Comfort Road's intersection with N. Gooseberry Lane. The property contains 0.40 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that County records indicate was built in 1960. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	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 NS-G, Neighborhood Services, General.

Public Comment: Staff has received public comment in opposition to the request. Neighbors were concerned that the proposal was incompatible with the surrounding land uses, and inconsistent with the neighborhood character.

INFRASTRUCTURE AND ENVIRONMENTAL ANALYSIS:

Streets: The subject area has street frontage along W. Mount Comfort Road, which is a fully improved Regional Link Street with asphalt paving, sidewalk, curb and gutter.

The subject area has street frontage along North Gooseberry Lane, which is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 12-inch water main is present along W. Mount Comfort Road. An existing 2.5-inch water main is present along N. Gooseberry Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along W. Mount Comfort Road. An existing 8-inch sewer main is present along N. Gooseberry Lane. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 50 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, no 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 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.1 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 NS-G, Neighborhood Services, General requires **20% minimum canopy preservation.** The current zoning district of RSF-4, Residential Single-Family, Four Units 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 **5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" in N. Gooseberry Lane, 8" in W. Mount Comfort Road)
- Near Water Main (12" in W. Mount Comfort Road, 2.5" in N. Gooseberry Lane)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Marked Shared Roadway, W. Mount Comfort Road)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8000 sq. feet. Though surrounded by single-family uses to the west, north, and east, the property fronts W. Mount Comfort Road on the northwest corner of its intersection with N. Gooseberry Lane. W. Mount Comfort Road is a High Activity Link Street, and with its location on the corner with a major thoroughfare, a single-family zoning district is not likely the highest and best use for the property. NS-G, while it allows for some limited commercial uses, is still considered to be a residential district, the intention of which is to promote pedestrian-oriented neighborhood development at a scale that is compatible with surrounding land uses. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold. Further, limited businesses (such as medical offices, coffee shops, and small grocery stores) would be permitted on the property to a maximum size of 8000 sq. ft., which, given its corner location, would be well-suited to provide services and amenities within a walkable area to many residents that currently are required to take those trips using a vehicle.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The insertion of the possibility of non-residential uses in the area promotes walkability in an area that has long been established as residential. The property is located almost precisely halfway between two tier centers (one on N. Rupple Road and W. Mount Comfort, and the other located at W. Mount Comfort and N. Salem Road). Further, the infill score is 5, indicating that a minimal increase in density would be recommended here. Staff finds that the applicant's request is in line with this score. The proposal also supports goals 3 and 4 in City Plan 2040.**

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-4 to NS-G is justified and is consistent with the city's future land use plans.**

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

Finding: **A rezoning from RSF-4 to NS-G has the potential to increase traffic at this location considering that the site is currently developed with a single-family home. Staff does not find, however, that given the size of the site, and the requirements for access management, that it would be to an appreciable degree.**

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 50 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-2025-0027 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: August 11, 2025 ❒ **Tabled** ❒ **Forwarded** ☒ **Denied**

Motion: Payne — motion to forward denied.

Second: Garlock

Vote: 3-5-0 (Commissioners Werner, Gulley, Cabe, Payne, Garlock, McGetrick)

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.19 NS-G, Neighborhood Services - General
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Request letter
- Public Comment

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet

Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(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.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

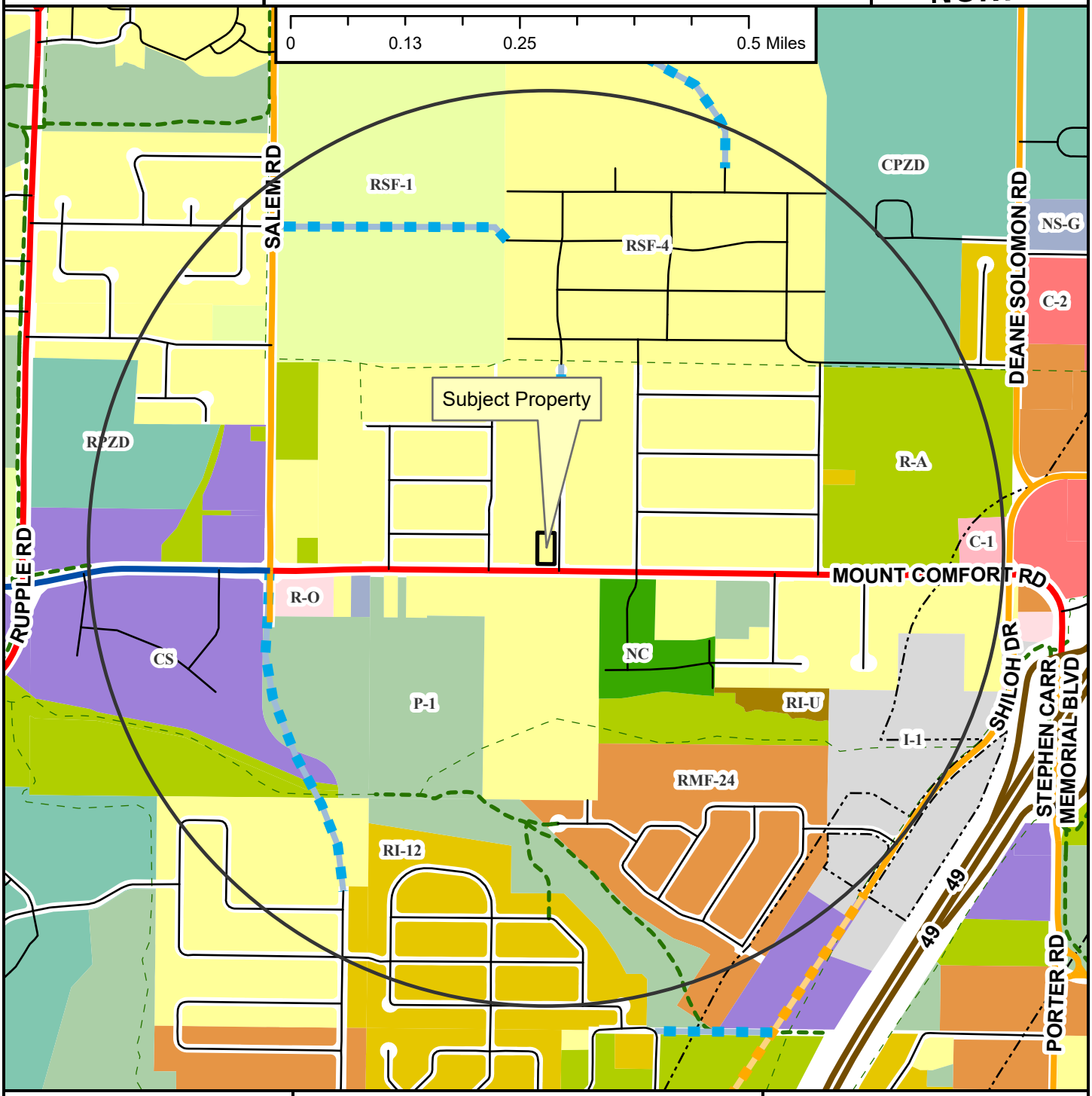
(Ord. No. 5945, §7(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

RZN-2025-0027

One Mile View

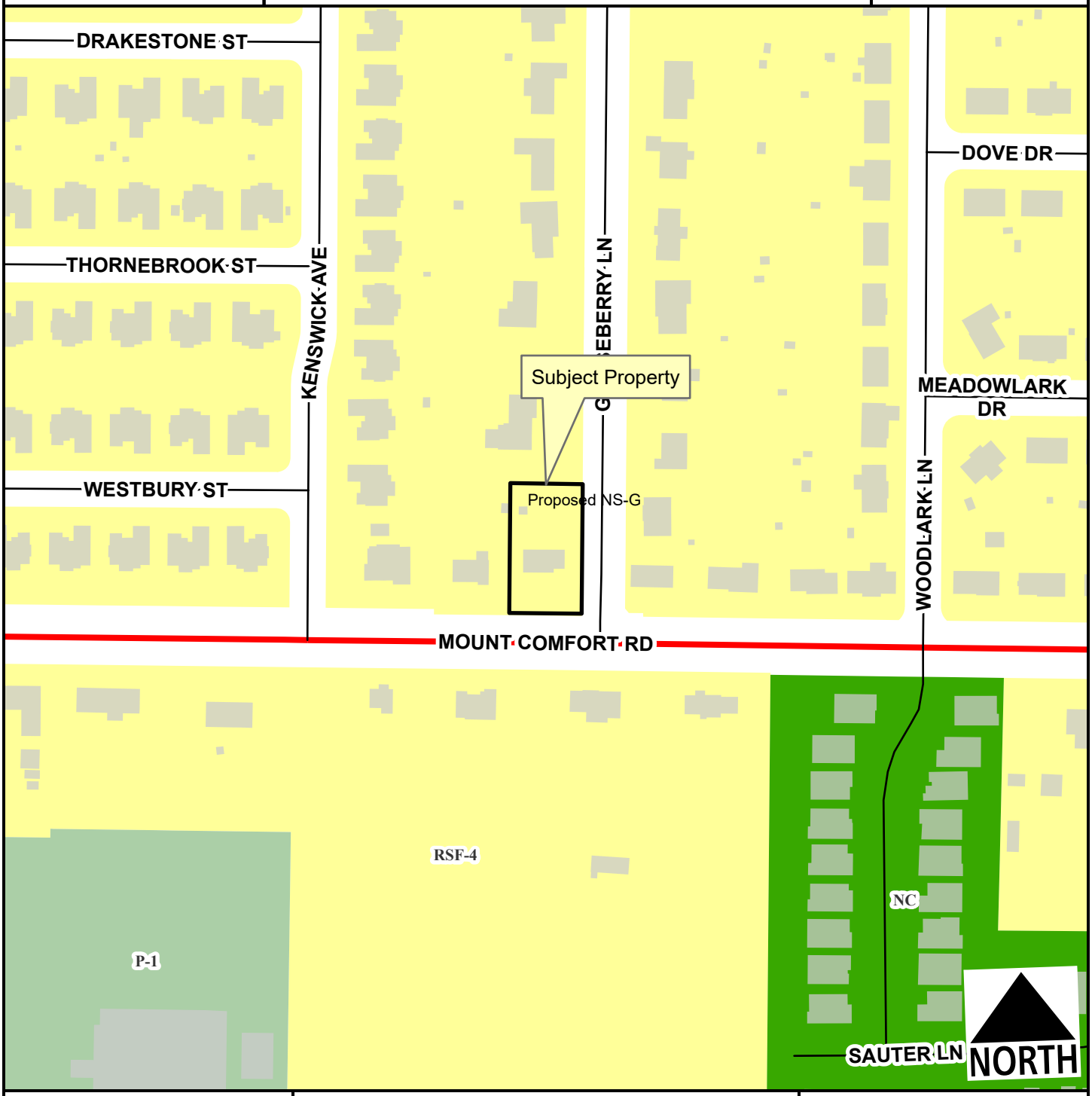
3070 W. MOUNT COMFORT RD



RZN-2025-0027

Close Up View

3070 W. MOUNT COMFORT RD



Regional Link
Residential Link
Planning Area
Fayetteville City Limits

Feet
0 75 150 300 450 600
1:2,400

Zone	Current	Proposed
NS-G	0.0	0.4
RSF-4	0.4	0.0

Total 0.4 ac

RZN-2025-0027

Current Land Use

3070 W. MOUNT COMFORT RD

NORTH



- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

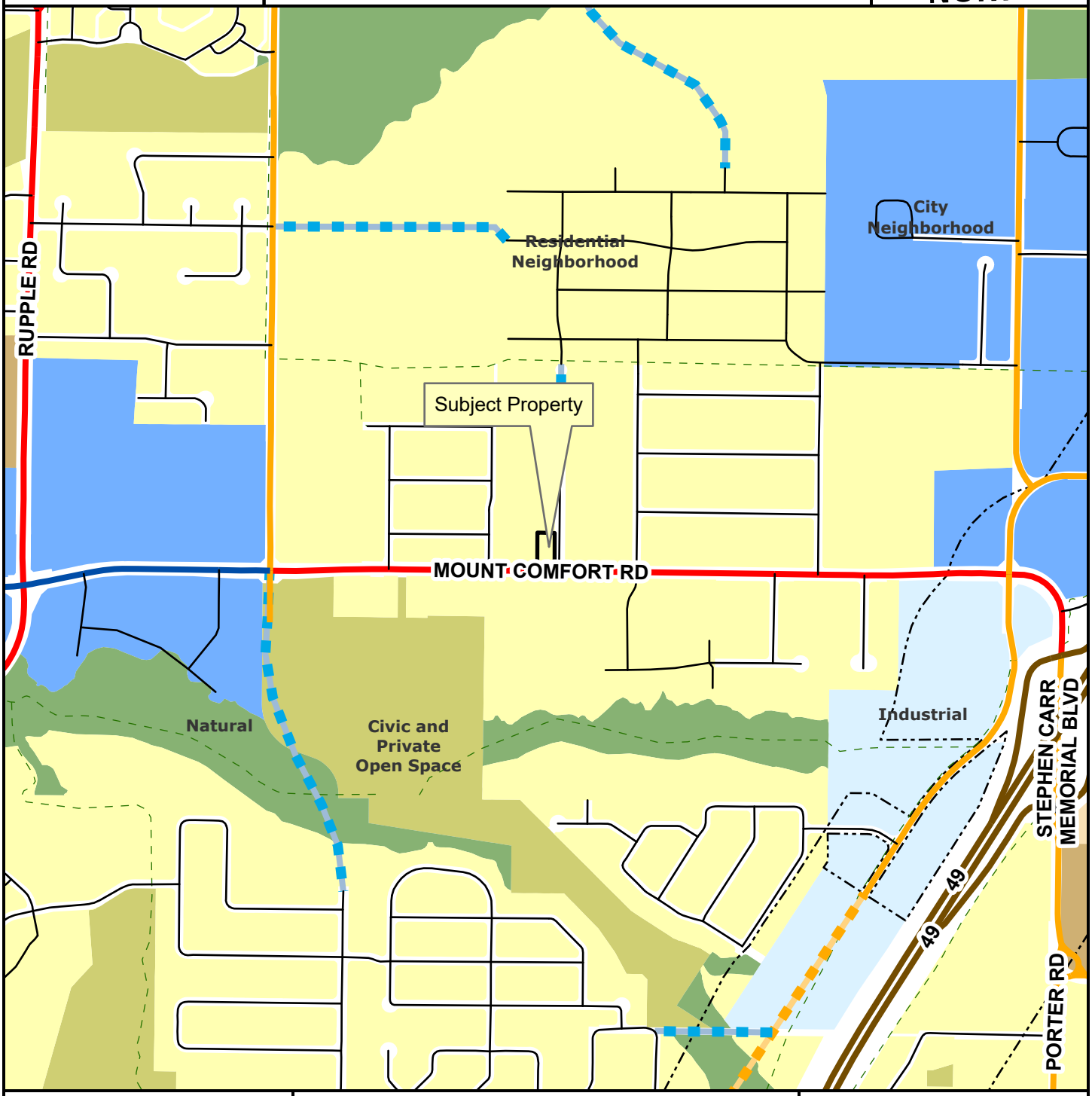
- 100-Year Floodplain
- Floodway

RZN-2025-0027

Future Land Use

3070 W. MOUNT COMFORT RD

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned 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

Property Address: 3070 W Mt Comfort Rd
Current Zoning: RSF-4
Proposed Zoning: NS-G (Neighborhood Services – General)

To Whom It May Concern,

We are requesting a rezoning of the property located at 3070 W Mt Comfort Rd from RSF-4 (Residential Single-Family, 4 units per acre) to NS-G (Neighborhood Services – General). While our current development plans do not require commercial use, we believe NS-G is the most appropriate zoning district for this site, both in terms of long-term flexibility and compatibility with the surrounding area.

This property sits along Mt Comfort Road, a designated thoroughfare, and lies between two established Tier centers. Given its location between these centers, NS-G is an appropriate transition zone that allows for neighborhood-scale services and a range of housing types, while maintaining a pedestrian-oriented, residential character. NS-G zoning would provide flexibility for future small-scale, neighborhood-friendly commercial uses, which have been encouraged by city planning staff in this area.

Although our current plans are residential in nature, we support the vision of mixed-use and neighborhood-scale development along key corridors like Mt Comfort. This rezoning would align with the city's goals of creating walkable, mixed-use neighborhoods and support sustainable growth patterns.

We believe this zoning change represents a compatible and context-sensitive approach that balances current development needs with the long-term goals of the community. The scale and intent of NS-G is consistent with nearby land uses and appropriate given the property's location between two activity nodes.

Thank you for your consideration of this request.

Wesley Bates

Compiled Public Comment
RZN-2025-0027

-----Original Message-----

From: Michelle Parker <fotosbymichelle@yahoo.com>
Sent: Sunday, August 3, 2025 7:44 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Nathan- Hubby <nute4christ@gmail.com>
Subject: 3070 W. Mt Comfort

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Michelle Parker, and I live at 2306 N. Kenswick Avenue. I received a notification letter of a rezoning adjacent to my home, planned for 3070 W. Mt Comfort, owned by Jean Summerhill, and proposed by Wesley Bates. Currently our neighborhood, as well as all neighborhoods adjacent to this parcel are zoned RSF-4, and I see that the applicant is wanting to change this to 18 units per acre. I am extremely surprised and against this zoning, as are my neighbors. This comes at a complete shock because we do not currently have any type of multi-family homes near us. Several streets down, there are duplex homes, but nothing at the density of 18 units per acre. I don't believe that it fits into this area, or into the city's master zoning plan. I do know that we are trying to move to the new "zones" of having walkable commercial options, however, this density of homes right in the middle of a single family neighborhood would stick out like a sore thumb. I am aware that the city is currently dealing with an affordable housing shortage, but the single family home that currently exists on the property would be a perfect home for a young family that is looking for one. I do not believe that building something that fits into an 18 units per acre development will alleviate the affordable housing problem in any way, and if anything, I believe it would just remove one more opportunity for a Fayetteville family to own their own home.

I would like to request that my opinion be forwarded on to my ward 4 representative, and the entire planning commission that will be hearing this request. I would also like to request a copy of the preliminary plans that are being proposed for this property so that I can inform my neighbors that are not familiar with how to share their comments with their representatives.

Thank you for your time,

Michelle Parker

From: Burke <bruss8993@gmail.com>
Sent: Monday, August 11, 2025 12:40 PM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Cc: ward4_post1@fayetteville-ar.gov
Subject: RZN-2025-0027

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners,

I'm writing to request that you reject the application to rezone the property located at the corner of Gooseberry and Mt. Comfort.

Compiled Public Comment
RZN-2025-0027

The new owners claim they just want to put two dwellings on the property, but they want to rezone it to "neighborhood services-general". I am skeptical of their true intentions. I believe up to four units are permissible under the current zoning, so they need do nothing.

I have lived at 2395 Gooseberry for 13 years. I do not want to have a storefront or storefronts there, nor do my neighbors. I really think it should stay a single family home, so it is consistent with the rest of the surrounding area. Also, traffic is already bad enough on Mt. Comfort. Adding a business will make traffic worse and there is no turn lane in that part of Mt. Comfort.

The neighborhood currently has access to services at Caseys and the Kum-n-Go on Mt. Comfort and there will be more services when the large development at Mt. Comfort and Rupple are complete.

Thank you for your consideration. Regards,

Burke Russell

2395 N. Gooseberry Ln.

479-236-6971

bruss8993@gmail.com

From: Jacob B Hertzog <jacob.b.hertzog@gmail.com>
Sent: Thursday, August 7, 2025 11:02 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Erica Duncan <ericaboberica@gmail.com>
Subject: Rezoning of 3070 Mount Comfort

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,

We live at 2278 N. Gooseberry Lane in Fayetteville, directly across from the proposed rezoning of 3070 Mount Comfort. We are distressed by the implications and impact of the proposal. Rezoning this lot to anything other than its current designation as RSF-4 would be detrimental for the street and the neighborhood at-large. We strongly oppose this rezoning for the following reasons:

1. We refute the assertion in RZN-2025-0027, this is NOT a major thoroughfare. Gooseberry Lane is an unfinished, (currently) dead end street. It has no sidewalks and no drainage. It is not wide enough for parked cars.
2. There is no traffic light or signal of any kind. As housing and businesses have spread on Mount Comfort, the peak commuter time traffic makes it impossible to turn left from Gooseberry Lane.
3. Anything other than single family housing would be highly disruptive to the neighborhood. In particular we are concerned about light pollution, noise pollution, and increased vehicle traffic.
4. Businesses of any kind would include grotesque features such as parking lots, dumpsters, commercial air-conditioners, and security lights that we find completely unacceptable.
5. Allowing this rezoning would cause a domino effect on the street and increase pressure on other residents to sell or forfeit their property.
6. There is absolutely no reason that any other proposed idea cannot be accommodated in the large development at Mount Comfort Road and Rupple Road.

Furthermore, we are shocked at the callousness of the developer and the city in working quickly to green-light this proposal. The decision seems to have been made seemingly before you even sought input from community members on the hearing date - August 11th.

We also believe that the proposed development is disingenuous, and while the developer currently proposes multiple small homes, the rezoning allows for a gross cadre of possibilities including retail and high density housing, both completely inappropriate for the location.

Gooseberry Lane is beautiful - it is a place we can leisurely ride a bike with our daughter. It is generally quiet, filled with birds, mature trees, and multi-generational residents of Fayetteville. We moved here nine years ago from New York and have invested heavily into updating and adding on to our house. We cannot bear to imagine our window looking out at a grocery store, a parking lot, or a cluster of apartments.

We do not oppose development on principle, but we completely oppose rezoning 3070 Mount Comfort and we ask the council to reconsider this proposal.

Thank you for your consideration.

Sincerely,

Jake Hertzog & Erica Duncan

2278 N Gooseberry Lane

www.jakehertzog.com

www.heyjazzguy.com

https://us01.z.antigena.com/l/VIrOnbZmaggEeZrqv~O--BIMb9MwBXGnHjL9C86m8dnFiGFl1oHCWBc6eEJ21tdwWZJjJPDH9GuawBdUd-UBIyJu7yBCX_xLvi355ruWBadJHfM-KgZ0PCoAbLz9guFaAX0gD5PeIoag8bLgH2SUbk~CUowVt6Gis168ZIy72Tfz4T1~N96Mrz3YFBMSWcIz

This petition is in opposition to the commercial rezoning of 3070 W Mt. Comfort Rd.

Keep this area low density residential.

	NAME	Address	Signature	Phone
1.	Bettie Patrick	2361 Gooseberry Ln	479-383-3390	Bettie Patrick
2.	DAN Worley	2336 Gooseberry	Dan Worley	479 4425575
3.	KARL ZOCH	2246 N GOOSEBERRY		479.422-4397
4.	Rebekah Smith	2299 Gooseberry		479-957-3080
5.	Cynthia Smith	2299 Gooseberry Ln		479-466-1650
6.	Burke Russell	2395 Gooseberry		479-236-6971
7.	Erica Duncan	2278 Goosberry		857-222-6064
8	Charles Shields	3016 MT COMFORT		479-871-759
9	David Elmore	2306 Gooseberry		515-450-336
10	Stephen Mentze	2325 Gooseberry		479 332 8183
11	Anastashia mentze	2325 N. Gooseberry Ln.		530-798-1649
12	Hallie Mhoon	2340 Gooseberry Ln		479-530-8250
13	Colby Mhoon	2340 Gooseberry		479-283-250
14	Jessica Elmore	2306 N Gooseberry Ln		303-709-1203
15	Joyce Thompson	2398 Gooseberry		479871-1219
16	Kennan Doan	2268 N Kenswick Ave		501-425-5663
17	Peram Ramsagah			479. 301. 600 5
18	Patricia McKenna	2352 N. Kenswick	Patricia McKenna	479 301 7448
19	Frank McKenna	"	Frank McKenna	479 301 7448

	NAME	ADDRESS	SIGNATURE	PHONE
20	David McKenna	2359 N. Kenswick Av.		479 316 5880 ~~9365~~
21	Heather McKenna	2359 N. Kenswick Ave	Heather McKenna	479 316 9365
22	Lindsay Staggs	2360 N Kenswick Ave		479-651-4177
23	Jeff Staggs	2360 N Kenswick Ave		479.221.8711
24	Angela Fancher	3162 W. westbury st.	Angela Fancher	479-841-2192
25	Marty Williams	3199 W. Westbury	Marty Williams	479-790-6703
26		2299 Gooseberry		479 601 1760
27	Heather Hunter	2349 N woodlark Ln		479-799-8747
28	Justin Hunter	2349 N Woodlark Lane		479 799 8777
29	Michael Freeman	2327 Gooseberry Ln		479-445-8623
30	Katherine Freeman	2327 Gooseberry Ln		479.263-4978

	NAME	ADDRESS	SIGNATURE	PHONE
31	Michael Austin Lucas	2332 N. Gooseberry Lane Fayetteville, AR 72702	M. Lucas	479-530-1014
32				
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August 10, 2025
Re: 3070 W Mt Comfort Rezoning

Dear Planning Commission,

I'm writing to you as a mother and homeowner on the implications the rezoning of 3070 Mt Comfort will have on our everyday life. I have been a resident of 2278 N Gooseberry Lane for the past 9 years with my husband and three year old daughter.

I don't believe that the planning commission team has fully thought out the consequences of what forcing this space into a commercial corner will do to us and other nearby residents.

In regard to the potential of having a business directly in front of our home, I've personally worked in retail for small businesses in Fayetteville since moving to town. Not only do you have the traffic of customers, but you have to consider the traffic of constant deliveries of goods.

Imagine a grocery store being in front of your home with deliveries of food and product to the store with limited space to park or turn around. Customers stopping by nonstop. A bottleneck of traffic in the narrow entrance of Gooseberry. Dumpsters and constant lighting out of our front door and front windows, which happens to be our three year old's bedroom.

How disruptive to our way of life.

-What will the noise and light pollution be and until what time of day?
-What kind of people will start hanging around the neighborhood? This street is full of families with young children and elderly folks.
-Will we have constant cars parking on our curb and turning around in our driveway? How unsafe for our children and safety of our street.

Mt. Comfort Road has no turn lane and it is nearly impossible to turn left during rush hours. There is no stoplight. As compared to nearby Raven Lane, it is quite narrow, has no drainage system. It is **not a high density connective street** and nor should it be forced into being one. That is not why we, and our neighbors, invested in this home and street for our family.

Gooseberry Lane is a peaceful, dead end street, and that is why we moved from busy New York City, to this nice, quiet street to raise a family here. We've invested quite a lot financially into renovating our home and find it abhorrent that the city would consider such a change to an all residential neighborhood. Please do not take away the sanctity of our street and risk the safety of our daughter. Keep this area low density residential, as it has been and should stay.

I would also like to point out that there is a commercial zone going in very nearby called **Mount Comfort Square** with a grocery store, coffee shops and restaurants. The developers are **PROPERLY** and thoughtfully building an infrastructure to withstand this type of traffic, including a turn lane and loads of parking as well as high walkability standards with stop lights. That is how it is done. Not forced into a corner without the infrastructure to withstand it. We must be logical and reasonable as we expand this town. Rezoning a small corner and being disruptive to residential areas is not the way.

Thank you,
Erica Duncan

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1722

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Matt Mihalevich, Active Transportation Manager
Chris Brown, Public Works Director
Keith Macedo, Chief of Staff

FROM: Dane Eifling, Mobility Coordinator

SUBJECT: **ARDOT Transportation Alternatives Grant Agreement - Transit Enhancements**

RECOMMENDATION:
Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program and approving a budget adjustment to recognize $150,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

BACKGROUND:
In February 2025, the Fayetteville City Council approved Resolution 60-25, authorizing the City to apply for $150,000 in Federal aid funding from the Arkansas Department of Transportation's Transportation Alternatives Program (TAP) through the Northwest Arkansas Regional Planning Commission (NWARPC). The funding was sought to support Transit Stop Enhancements.

In July 2025, the City of Fayetteville was awarded the full $150,000 in TAP funding to implement the proposed transit improvements.

DISCUSSION:
In 2025, the NWARPC contracted Olsson Design to perform surveying, environmental clearance, and design work for selected transit stops across the region. The scope of work includes the design of concrete loading platforms, installation of bus shelters, and improvements to meet Americans with Disabilities Act (ADA) accessibility standards.

In Fayetteville, five primary transit stop locations were selected for design, with two additional locations identified as alternates pending budget availability. The identified locations are:

- N. Porter Rd and W. Skyler Dr.
- N. Porter Rd and W. Lawson St.
- S. Sang Ave and W. Stone St.
- Carlson Dr., east of Razorback Rd.
- W. Stone St. and S. Hill Ave.
- W. 15th St., west of Razorback Rd. (Includes two stops at this location)

Fayetteville is currently served by two transit agencies: Ozark Regional Transit (ORT) and Razorback Transit. Combined, these agencies provide over one million annual fare-free rides. The city has more than 270 fixed-route transit stops, yet over half of these stops lack basic ADA accessibility, and more than 80% do not have shelters. The planned improvements aim to address these critical infrastructure gaps and enhance the rider experience across the system.

BUDGET/STAFF IMPACT:
City staff has generated a cost estimate for $187,500 for implementation. The grant application for $150,000 will provide 80% funding with the City providing a 20% match of $37,500.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Transit Stop Locations Map, 6. Job #041004 Transit Stop TAP Agreement

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

File #: 2025-1722

A RESOLUTION TO AUTHORIZE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE TRANSIT STOP ENHANCEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING $150,000.00 IN FEDERAL-AID FUNDING

WHEREAS, on February 18, 2025, the City Council approved Resolution 60-25 authorizing an application for $150,000.00 in federal-aid funding from the Arkansas Department of Transportation's Transportation Alternatives Program for transit stop enhancements and in July the City was awarded the full amount of funding; and

WHEREAS, five primary transit stop locations in Fayetteville were selected for improvements with two additional locations identified as alternates pending budget availability; and

WHEREAS, the planned improvements aim to address critical infrastructure gaps and enhance the rider experience across the system.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign an agreement of understanding with the Department of Transportation for the Transit Stop Enhancements Project and further authorizes the Mayor to sign any additional documents as necessary to implement the project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing $150,000.00 in federal-aid funding, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-1722

Item ID

October 7th, 2025

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

Matt Mihalevich	9/3/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program and approving a budget adjustment to recognize $150,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

Budget Impact:

4470.800.8820-5809.00	Sales Tax Capital Improvements
Account Number	Fund
25004.2502	Transit Stop Infrastructure - NWARPC TAP Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	406,637.00
		Expenses (Actual+Encum)	$	269,700.00
		Available Budget	$	**136,937.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	190,724.00
		Remaining Budget	$	**327,661.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 60-25, 189-25

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program and approving a budget adjustment to recognize $150,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1722**

Holly Black
9/8/2025 3:52 PM

Budget Division Date

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

JOURNAL #:

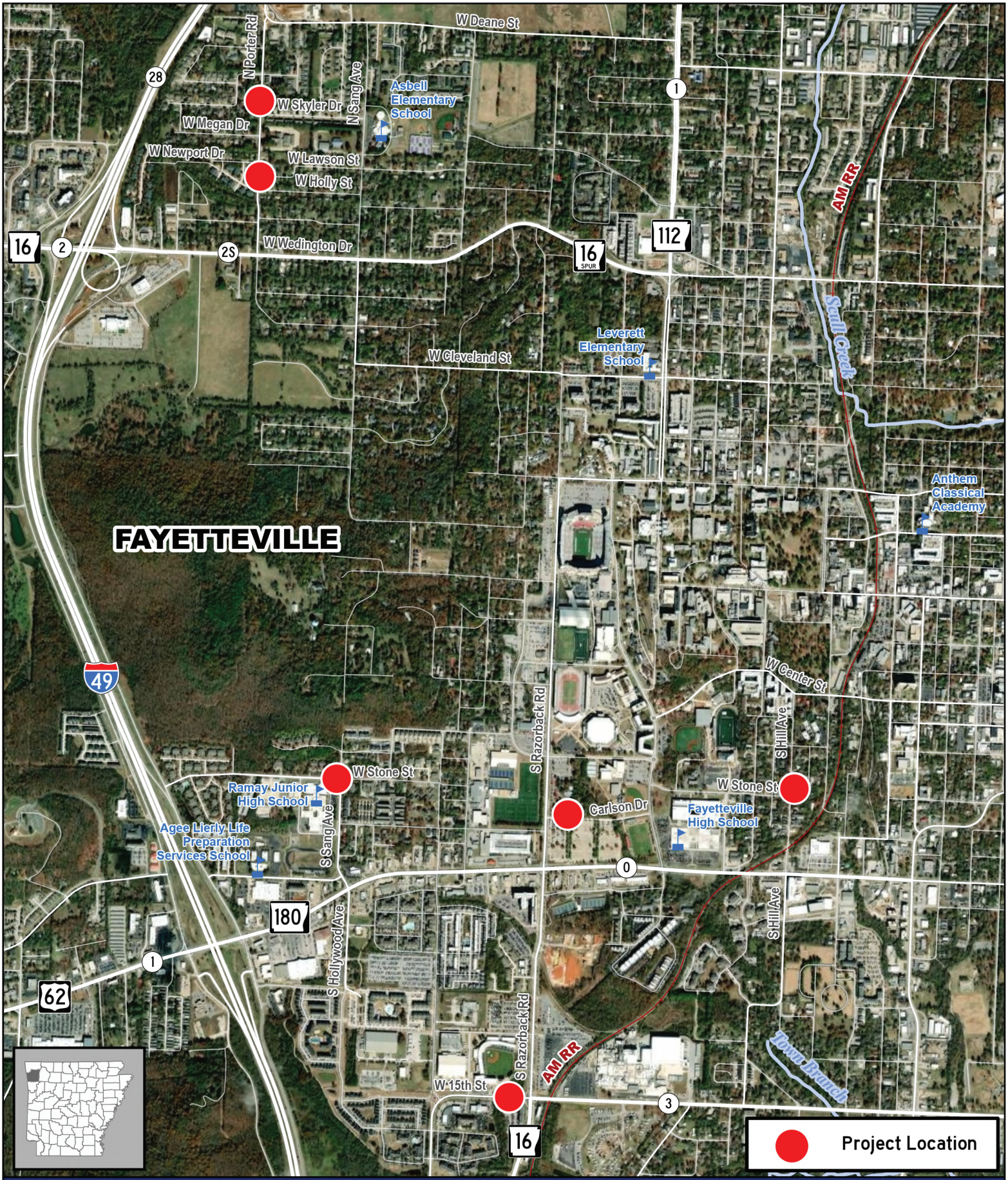
GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	150,000	150,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4470.800.8820-4309.00	-	150,000	25004	2502	RE	Federal Grants - Capital
4470.800.8820-5809.00	190,724	-	25004	2502	EX	Improvements - Street
4470.800.8820-5314.00	(40,724)	-	06035	2700	EX	Professional Services
	-	-				
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Job 041004

Transit Stop Enhancements (Fayetteville) (S)

Washington County

N

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 500 1,000 2,000 Feet

PM: PD: cp44759: 7/10/2025

Document Path: \\san1\gis\ProgramsContracts\Sketches\041004\041004.aprx

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

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

August 27, 2025

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

Re: Job 041004
F.A.P. TAPU-9142(63)
Transit Stop Enhancements
(Fayetteville) (S)
Washington County

Dear Mayor Rawn:

Reference is made to the Transit Stop Enhancements project which was awarded Transportation Alternatives Program – Attributable (TAP-A) funding. In order to proceed, you and your attorney must sign the enclosed Agreement of Understanding and return it to the Department. Please submit the signed Agreement and referenced forms within the next 60 days.

A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact our Local Programs Grant Procurement Section at (479) 360-7161 or LPA@ardot.gov.

Sincerely,

Keli Wylie

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

Enclosures

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Local Programs
Program Management
District 4
Job 041004 'C' File
Tim Conklin, Executive Director, NWARPC

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of **Job 041004, Transit Stop Enhancements (Fayetteville) (S) (**hereinafter called the "Project") as a Federal-aid Transportation Alternatives Program – Attributable (TAP-A) project.

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	Maximum Federal %	Minimum Sponsor %
Preliminary Engineering by Consultant	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 60-25 from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the "Commission") awarded the Sponsor Federal-aid TAP-A funds; and

WHEREAS, funding participation will be subject to a limit of **$150,000** maximum **Federal-aid TAP-A** funds for the **construction phase** of the Project and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
    - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
    - Maintain familiarity of day to day project operations, including project safety issues;
    - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
    - During construction, visit and review the project on a daily basis;
    - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
    - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
    - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.

3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

- Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
- Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor (Form LPA-031).
   - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
   - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.
   - Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

6. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

7. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds**.

8. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

9. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).

10. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

11. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

12. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

13. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.

14. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

15. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

16. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way. **NOTE: Any property that is to become Department right of way must be acquired in the Department's name.**

17. Submit plans at 30%, 60%, and 90% completion stages for Department review.

18. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

19. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

22. Prior to awarding the construction contract, submit a check for $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.

23. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**

24. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

25. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

26. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

27. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

28. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.

29. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

30. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

31. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

32. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

33. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

34. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR Part 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, (Form LPA-029).

35. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

36. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.

37. Be responsible for 100% of all project costs incurred:

    - should the Project not be completed as specified;
    - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
    - not provided by the FHWA.

38. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

39. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures.

40. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right of way and **not**, **without prior approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The $750,000 threshold is subject to change after OMB periodic reviews.

43. Promptly notify the Department if the Project improvements outside of the Department's right of way are rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to **$150,000** in **Federal-aid TAP-A** funds for the **construction phase** of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Review plans and specifications submitted by the Sponsor.

3. Notify the Sponsor when right of way and/or utility plans are approved and the Sponsor may proceed with right of way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.

5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.

7. Review bid tabulations and concur in award of the construction contract for the Project.

8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

9. Review and approve any necessary change orders for project/program eligibility.

10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).

12. Provide all form updates via email to the contact as shown on Form LPA-005.

13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 20____.

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041004, Transit Stop Enhancements (Fayetteville) (S).

Signatories

THE CITY OF FAYETTEVILLE

_____ _____

Molly Rawn Date
Mayor

_____ _____

Kit Williams Date
City Attorney

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041004, Transit Stop Enhancements (Fayetteville) (S).

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Tim Conklin
Executive Director

9-2-2025
Date

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041004, Transit Stop Enhancements (Fayetteville) (S).

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

_____ _____

Jared D. Wiley, P.E. Date
Director

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

Form LPA-001

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application *(These procedures do not apply to Design-Build Contracts.)*

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.,* commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the "competitive negotiation" (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency's best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department's website and the Local Agency's website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm's response including primary contact information.
2. The firm's completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department's website.) http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm's equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm's current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105). https://www.ark.org/dfa/immigrant/index.php/user/welcome

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
   a. Multiple firms for an IDIQ contract; or
   b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds $250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than $250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Build America, Buy America" Provisions

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

OFFICE OF THE MAYOR
Molly Rawn

LPA-005

September 3, 2025

Mr. David Siskowski

Division Head – Local Programs

Arkansas Department of Transportation

P. O. Box 2261

Little Rock, AR 72203

Re: ***Job #041004***

F.A.P. TAPU-9142(63)

Transit Stop Enhancements

Washington County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be **Dane Eifling, Mobility Coordinator**. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (***479) 575-8243*** or by email at ***deifling@fayetteville-ar.gov***.

Sincerely,

Molly Rawn
Mayor Fayetteville, AR

Form LPA-006

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

___ Tract(s)
___ Options(s)
___ Paid
___ Donation(s)
___ Negotiation Pending* - include tract number(s) and statement: *"It is anticipated that this/these tract(s) will be acquired by (date)."*
___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date

* If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #___ shown above include(s) #____ (Permanent/Temporary Construction Easements) for _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

For Reference Only - No signature needed at this time

Certified by:_____ Date:_____
(Type name)
(Type title)

Form LPA-007

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

For Reference Only - No signature needed at this time

Certified by:_____ Date:_____
(Type name)
(Type title)

Form LPA-008

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)'s*** Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

For Reference Only - No signature needed at this time

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).

- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).

- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.

- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

  "The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply."

  "Build America, Buy America provisions apply to this project."

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).

- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.

- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.

- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

Form LPA-013

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER

REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for $1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)'s*** Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***(INSERT CONTRACTOR NAME)*** for ***(INSERT LOW BID AMOUNT)*** is requested.

Sincerely,

For Reference Only - No signature needed at this time

_____
Sponsor's CEO

_____
Sponsor's Attorney

Enclosures

Revised: 12/11/20

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
FAP: _____
County: _____
Job Name.: _____

Payee/Sponsor: _____
address _____

Federal Tax ID No.: _____

DATE: _____

PAY REQUEST # _____

FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1	Maximum Approved Federal-aid Amount	
2	Original Contract Amount	
3	Net Changes by Change Orders	
4	Present Contract Total	
5	Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	
6	Work Completed to Date	
7	Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	
8	Previous Reimbursements (Federal)	
9	***Amount Due this Estimate*** (subtract Line 8 from Line 7)	$0.00

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

For Reference Only - No signature needed at this time

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement

_____
Resident Engineer

Approved for Payment

_____
State Construction Engineer

PAID

Voucher No. _____

Date:

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

DETAIL ESTIMATE

JOB NUMBER: _____

FAP: _____

JOB NAME: _____

REQUEST NO: _____ DATE: _____

FROM: _____ TO: _____

SPONSOR: _____

CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS REQUESTS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
	GRAND TOTALS							

Form LPA-014

For Reference Only - No signature needed at this time

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Form LPA-015

Sponsor

LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

Site Conditions	Weather	Number of Contractor's Personnel
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____ Max Temp. (F) ____	Rainfall Amt. (in.) _____	____ Equip. Operators
Comments		____ Electricians
		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

For Reference Only - No signature needed at this time

Signed: _____

Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		**Date:**
Job No:	**FAP No:**	
County:	**Route:**	
Contractor:		
Date Work Began:	**Date Work Completed:**	
Attendees:		
Remarks:		
☐ **Provide Digital Photos of Completed Project (minimum of 5)**		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor _____ **Engineer**	**Recommended for Acceptance in Accordance with Project Agreement** _____ **ARDOT Resident Engineer**	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

Reference Only - No signature needed at this time

_____

SPONSOR's **CEO**

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

§200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Mayor Molly Rawn

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: _____

Parent (if applicable) UEI: N/A UEI Expiration Date: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes (No)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

(Yes) No

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

LPA Project Quarterly Report Form

For Reference Only - No signature needed at this time

Date:

Job No.:	**Job Name:**		
F.A.P.:	**Funding Program:**	**Year:**	**Quarter:**
Sponsor:	**Submitted By:**		
Sponsor Phone:	**Sponsor Email:**		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	All Permits Received ☐ Date: / Final Clearance ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	ROW Plans Approved ☐ Date:	Acquisition Documents Approved ☐ Date:
	☐ Acquisition Underway	Acquisition Complete ☐ Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:	
Utility Relocation:	☐ Utility Relocation Not Necessary	Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	Relocation Complete ☐ Date:
Authority to Advertise:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Bid Opening Date:	
Concurrence in Award:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Contract Executed ☐ Date:	
Construction:	Progress (%) 0%	Estimated Completion Date:	Project Completed ☐ Date:	

ARDOT Contact:

CHANGE ORDER FORM

Form LPA-022

ARDOT JOB NO.: _____ F.A.P. No.: _____ **CHANGE ORDER NO.:** _____

JOB NAME: _____ DATE PREPARED: _____

OWNER: _____ PREPARED BY: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE(S):

For Reference Only - No signature needed at this time

JUSTIFICATION / REASON FOR CHANGE(S):

SUMMARY

ITEM NO.	ITEM	UNIT	UNIT PRICE	PRESENT		REVISED	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
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					$ -		$ -
					$ -		$ -
				TOTALS:	$ -		$ -

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS	
THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY	$ -
THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE	**$ -**

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME	_____	DAYS
THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY	_____	DAYS
THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE	_____	DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

Signature Date

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature Date

For Reference Only - No signature needed at this time

OWNER: [INSERT OWNER NAME HERE]

Signature Date

ARDOT RESIDENT ENGINEER CONCURS

Signature Date

ARDOT LOCAL PROGRAMS APPROVES

Signature Date

Title VI Requirements and Responsibilities

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*"

ARDOT is a recipient of federal funds from the U.S. Department of Transportation modal agencies, including the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All recipients/subrecipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statues, regulation, and authorities.

Therefore, the sponsor (subrecipient) must also comply with the requirements of Title VI and its responsibilities.

Upon receipt of ARDOT reimbursement, the subrecipient will be required to establish Title VI compliance. ARDOT's Title VI Coordinator or designee will contact the subrecipient to request the following information:

- **Name of designated Title VI/ADA/Section 504 Coordinator**
- **Notice of Nondiscrimination**
- **Complaint Procedure and Process**
- **Complaint Form**
- **Standard USDOT Title VI/Non-Discrimination Assurances**
    - Must be signed annually by highest ranking official

The Title VI Coordinator or designee will assist the subrecipient in establishing the information as needed. For further information or inquiries, please contact the Civil Rights Division at 501-569-2299.

Form LPA-031

Please Print on Sponsor Letterhead
(Request for ARDOT On-call Consultant)

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Siskowski:

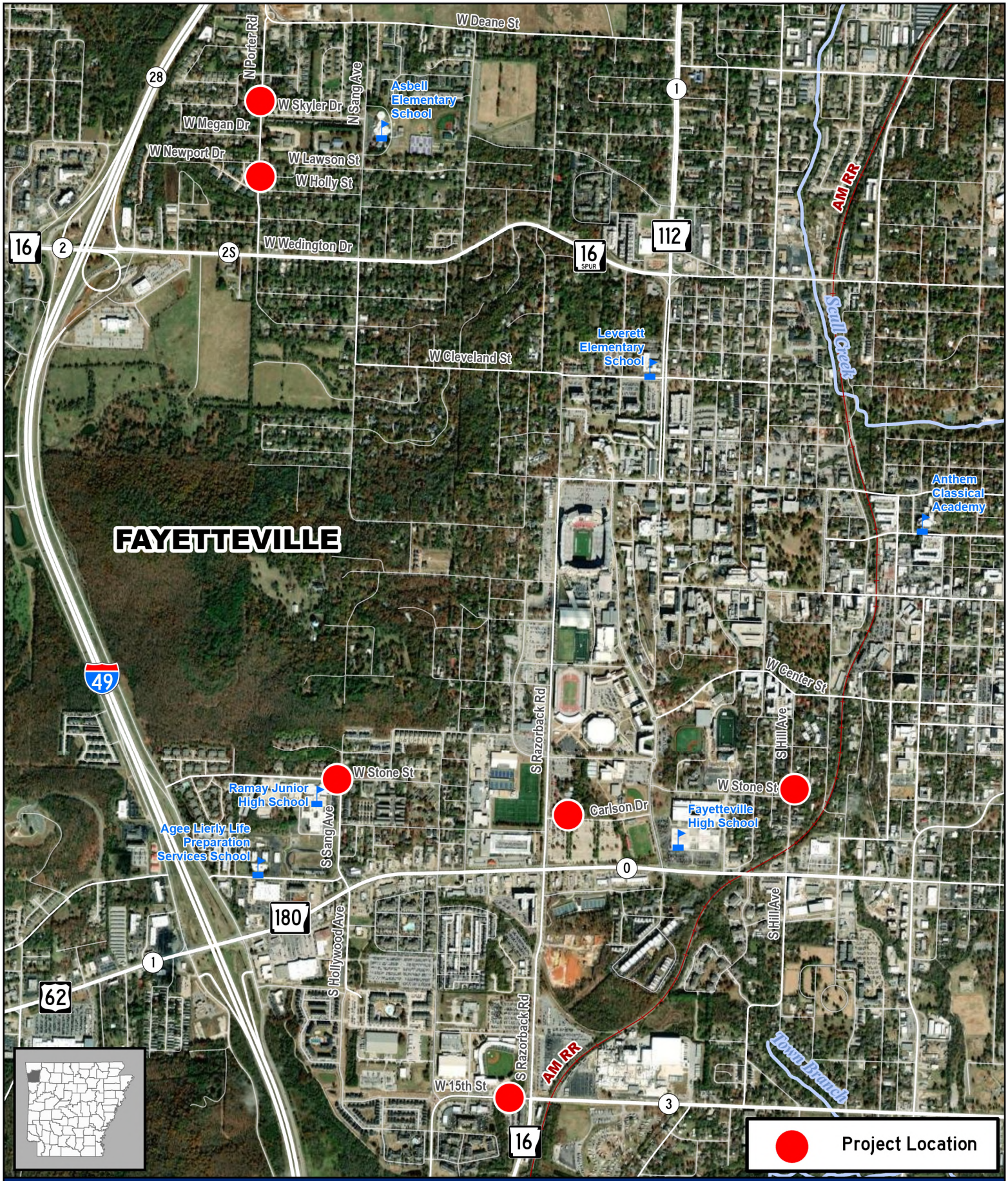
We are interested in the Department contracting with an on-call consultant on our behalf. This letter certifies our understanding that, as the Sponsor, we remain responsible for the duties and functions outlined in the Agreement of Understanding, including full project management of the referenced project. Should an on-call consultant be assigned, their services would be limited to the ***[INDICATE PHASE(S) (i.e. Planning, Design, Environmental, Right of Way, Utility Relocation, and/or Construction Engineering)]*** phase(s).

We also acknowledge that the Department retains full discretion in selecting the on-call consultant. We understand that this decision may be based on factors including but not limited to current availability, workload, qualifications, and geographic location of the project.

Sincerely,

For Reference Only - No signature needed at this time

NAME & OFFICE
(Sponsor's CEO)



Job 041004

Transit Stop Enhancements (Fayetteville) (S)

Washington County

N

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 500 1,000 2,000 Feet

PM: PD: cp44759: 7/10/2025

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1761

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Kara Paxton, City Clerk Treasurer

FROM: Chanci Fondren, Deputy City Clerk - Codifier

SUBJECT: **Approve a resolution for the City of Fayetteville, Arkansas to encourage Safe Gun Storage Education.**

RECOMMENDATION:
Staff recommends approval of the attached Secure Firearm Storage Notification Resolution to encourage gun safety and awareness for all residents.

BACKGROUND:
This issue was brought forward to the Fayetteville Youth Advisory Council by the Students Demand Action Club at Fayetteville High School. The Fayetteville Youth Advisory Council felt this was a pertinent issue to the youth and voted to bring the item forward to City Council with a vote of 6-0.

DISCUSSION:
The resolution would allow for the City of Fayetteville to commit to Safe Gun Storage Education and encourage agencies throughout the City of Fayetteville to collaborate on safe gun storage education.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Fayetteville Youth Adivsory Council - Forwarded & Approved Legislation Text

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

File #: 2025-1761

A RESOLUTION TO ENCOURAGE SECURE FIREARM STORAGE AND GUN SAFETY AWARENESS FOR ALL RESIDENTS

WHEREAS, evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep schools and students safe; and

WHEREAS, an estimated 4.6 million American children live in households with at least one loaded, unlocked firearm; and

WHEREAS, every year, roughly 350 children under the age of 18 unintentionally shoot themselves or someone else, that's nearly one unintentional shooting per day, and 70 percent of these incidents take place inside a home; and

WHEREAS, another 1,200 children and teens die by gun suicide each year, most often using guns belonging to a family member and among children ages 1 – 17 years old, firearms have been the leading cause of death in Arkansas; and

WHEREAS, research shows that secure firearm storage practices are associated with up to an 85 percent reduction in the risk of self-inflicted and unintentional firearm injuries among children and teens; and

WHEREAS, the U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of firearms because 76 percent of school shooters used firearms acquired from the homes of parents or close relatives; and

WHEREAS, across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns, such as the BE SMART program, which is endorsed by the National PTA and which encourages secure gun storage practices and highlights the public safety risks of unsecured guns; and

WHEREAS, school districts across the country have begun to proactively send materials home to parents and guardians informing them of applicable firearm storage laws and firearm secure storage best practices; and

WHEREAS, in order to continue with preventative measures to increase community safety we must promote safe gun storage education in the City of Fayetteville.

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 is committed to Safe Gun Storage Education in the City of Fayetteville and encourages agencies throughout the City of Fayetteville to collaborate with local law enforcement agencies, health agencies, and non-profits to inform parents and guardians about secure storage of firearms in their homes.

Section 2: That the City Council of the City of Fayetteville, Arkansas encourages community organizations, youth groups, non-profits, and pertinent local agencies to create an appropriate letter, in English and Spanish, to parents and guardians that explains the importance of secure gun storage in preventing minors from accessing guns, and that the best practice for secure gun storage is to keep all guns unloaded, locked up, and separate from ammunition.

City of Fayetteville Staff Review Form

2025-1761

Item ID

10/7/2025

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

Chanci Fondren	9/5/2025	CITY CLERK (051)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution for the City of Fayetteville, Arkansas to encourage Safe Gun Storage Education.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE
SECURE FIREARM STORAGE NOTIFICATION RESOLUTION TO ENCOURAGE GUN SAFETY AND AWARENESS FOR ALL RESIDENTS

WHEREAS, evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep communities safe; and

WHEREAS, an estimated 4.6 million American children live in households with at least one loaded, unlocked firearm; and

WHEREAS, every year, roughly 350 children under the age of 18 unintentionally shoot themselves or someone else, that's nearly one unintentional shooting per day, and 70 percent of these incidents take place inside a home; and

WHEREAS, another 1,200 children and teens die by gun suicide each year, most often using guns belonging to a family member and among children ages 1 – 17 years old, firearms have been the leading cause of death in Arkansas; and

WHEREAS, research shows that secure firearm storage practices are associated with up to an 85 percent reduction in the risk of self-inflicted and unintentional firearm injuries among children and teens; and

WHEREAS, the U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of firearms because 76 percent of school shooters used firearms acquired from the homes of parents or close relatives; and

WHEREAS, across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns such as the BE SMART program which encourages secure gun storage practices and highlights the public safety risks of unsecured guns; and

WHEREAS, school districts across the country have begun to proactively send materials home to parents and guardians informing them of applicable firearm storage laws and firearm secure storage best practices; and

WHEREAS, in order to continue with preventative measures to increase community safety we must promote safe gun storage education in the City of Fayetteville.

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 is committed to Safe Gun Storage Education in the City of Fayetteville and encourages agencies throughout the City of Fayetteville to collaborate with local law enforcement agencies, health agencies, and non-profits to inform parents and guardians about secure storage of firearms in their homes.

Section 2: That the City Council of the City of Fayetteville, Arkansas encourages community organizations, youth groups, non-profits, and pertinent local agencies to create an appropriate letter, in English and Spanish, to parents and guardians that explains the importance of secure gun storage in preventing minors from accessing guns, and that the best practice for secure gun storage is to keep all guns unloaded, locked up, and separate from ammunition.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1886

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Molly Rawn, Mayor

SUBJECT: **Resolution of intent to call for a Sales Tax Bond election to be voted on March 3, 2026 for approximately $320,100,000.**

RECOMMENDATION:
Resolution of Intent to Call a Sales Tax Bond Election on March 3, 2026, for the Purpose of Authorizing the Issuance of approximately $320,100,000 in sales tax Bonds to Finance Certain Community-Wide Capital Improvement projects, and to refund the City's Outstanding Capital Improvement Bonds, Series 2022, and Series 2024.

BACKGROUND:
Resolution of intent to call for a Sales Tax Bond election to be voted on March 3, 2026 for approximately $320,100,000 in project funds for various including investments in every major infrastructure area our city needs.

DISCUSSION:
The proposed bond projects are a result of years of master planning with a focus on critical infrastructure needs and community enhancements to support community needs.

BUDGET/STAFF IMPACT:
By preserving a one penny sales tax, we would be able to allocate approximately $320,100,00 in project funds to the community without raising taxes.

ATTACHMENTS: 3. Staff Review Form

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

File #: 2025-1886

A RESOLUTION OF INTENTION TO CALL AN ELECTION AND REQUEST THAT FAYETTEVILLE VOTERS APPROVE RENEWAL OF THE CURRENT SALES AND USE ONE PERCENT TAX FOR FINANCING OF CAPITAL PROJECTS NEEDED BY OUR CITIZENS

WHEREAS, the citizens' 2019 extension of the one penny sales and use tax for capital projects provided many improvements for our citizens including the Ramble plaza and trail, the new Police Headquarters, new fire stations, numerous street, trail, drainage, and parks improvements; and

WHEREAS, the 2019 bonds should be paid off relatively soon, but the need for more capital projects to serve our growing population and to ensure their health, safety and welfare requires renewal of the capital penny sales tax to meet our citizens' current and future needs; and

WHEREAS, the Mayor and her Administration after input from the City Council and other stakeholders is recommending to the City Council and Fayetteville citizens that the capital penny sales and use tax be extended for thirty years to pay off all remaining 2019 sales tax capital bonds and fund capital projects in the total amount of about 320 Million Dollars as shown in the body of the Resolution.

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 intention to call for an election to be conducted in March of 2026 during the Primary Election to extend the current one penny sales and use tax for thirty years and to issue bonds in the approximate amount of 320 Million Dollars to fund:

1. Redeeming and paying all currently unpaid 2019 sales tax bonds;
2. Constructing and equipping a modern, energy efficient Animal Shelter with increased space for adoptions, increased veterinary care and education;
3. Constructing critical upgrades to our aging water and sewer systems to protect public health, prevent costly breakdowns, keep pace with our rapid growth, and safeguard our clean drinking water;
4. Building and equipping necessary new fire stations and purchasing any necessary fire trucks to ensure rapid, effective emergency response to keep every neighborhood safe;
5. Providing expansion and renovations of parks to ensure every resident has safe and well-maintained parks, athletic facilities and green space;
6. Building a new recycling drop-off facility on Fayetteville's west side for easier recycling;
7. Constructing street, trail, and sidewalk improvements to keep up with our population growth and

provide improved multi-modal connections to facilitate our citizens' travel across Fayetteville;

8. Constructing a new, year-round Aquatic and Recreation Facility serving all of our citizens and attracting visitors and events to support the local economy; and
9. Constructing the necessary major wastewater treatment plant and system improvements to support our growing city and surrounding area, to prevent costly failures, to protect waterways and our citizens' health, and to maintain required compliance with environmental regulations.

City of Fayetteville Staff Review Form

2025-1886

Item ID

10/7/2025

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

Mayor Molly Rawn	9/22/2025	MAYORS ADMIN (015)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Resolution of Intent to Call a Sales Tax Bond Election on March 3, 2026, for the Purpose of Authorizing the Issuance of approximately $320,100,000 in sales tax Bonds to Finance Certain Community-Wide Capital Improvement projects, and to refund the City's Outstanding Capital Improvement Bonds, Series 2022, and Series 2024.

Budget Impact:

N/A	
Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1828

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

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

FROM: Lee Farmer, Recreation Superintendent

SUBJECT: **Amend Recreational Activities at Lake Fayetteville in Section 97.070 of the City Code**

RECOMMENDATION:
Staff recommends approving the proposed ordinance changes to recreational activities in Section 97.070.

BACKGROUND:
The current ordinance outlines regulations for recreational activities at Lake Fayetteville, Lake Sequoyah, and Lake Wilson, including hours of operation, fees, and permitted activities. Over time, portions of the ordinance have become restrictive and less adaptable to changing conditions. For example, fee amounts are fixed in code, requiring formal amendments for any adjustments, and marina office hours are tied to general lake access, limiting flexibility during periods of low demand or unfavorable weather. In addition, the existing fee structure requires separate permits for fishing and boating, which creates unnecessary complexity and limits opportunities for collaboration with the Arkansas Game and Fish Commission.

DISCUSSION:
The proposed changes remove specific fee amounts from the City Code, allowing the Mayor to establish fees administratively. This approach increases efficiency by eliminating the need for ordinance amendments each time adjustments are necessary. Additionally, marina office hours are separated from general lake access hours, enabling the office to operate with flexible or limited schedules based on weather conditions and public demand, while ensuring that the lakes remain accessible during established open hours. Finally, daily and annual permits are consolidated into a single “lake access fee.” By moving to lake access fees, the City can more closely coordinate with the Arkansas Game and Fish Commission on community fishing programs.

BUDGET/STAFF IMPACT:
There is no budget impact associated with these ordinance changes.

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A - Clean, 4. Amend 97.070 - Strikethrough

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

File #: 2025-1828

AN ORDINANCE TO MODIFY THE FEE STRUCTURE FOR LAKE USE AND ACCESS AND ALLOW FOR MORE FLEXIBLE MARINA OPERATIONS BY AMENDING § 97.070 RECREATIONAL ACTIVITIES AT LAKE FAYETTEVILLE, SEQUOYAH, AND WILSON OF THE *FAYETTEVILLE CITY CODE*

WHEREAS, § 97.070 of the *City Code* establishes regulations for recreational activities at Lake Fayetteville, Lake Sequoyah, and Lake Wilson, including hours of operation, fees, and permitted activities; and

WHEREAS, staff recommends allowing the Mayor to establish fees administratively which will increase efficiency by eliminating the need for ordinance amendments each time adjustments are necessary to cover the City's operational costs; and

WHEREAS, additionally, staff recommends separating marina office hours from general lake access hours, which will enable the office to operate with flexible or limited schedules based on weather conditions and public demand while ensuring that the lakes remain accessible during established open hours; and

WHEREAS, staff recommends consolidating daily and annual permits into a single “lake usage fee” so the City can coordinate more closely with the Arkansas Game and Fish Commission on community fishing programs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 97.070 by repealing it in its entirety and enacting a replacement § 97.070 as shown in Exhibit A attached hereto.

City of Fayetteville Staff Review Form

2025-1828

Item ID

10/7/2025

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

Lee Farmer	9/10/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving the proposed ordinance changes to recreational activities in Section 97.070.

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:

97.070 Recreational Activities At Lakes Fayetteville, Sequoyah And Wilson

(A) *Hours.* Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided:

(1) Lake Fayetteville shall be closed on Thanksgiving Day and from sunset on December 23rd through January 14th and such other times as determined by the Mayor or the Mayor's designee.

(2) Lake Fayetteville Marina Office shall operate with limited or flexible hours based on weather conditions and public demand. Hours of operation will be posted at the facility and online when applicable.

(3) The Director is authorized to extend the operating hours of a lake when reasonable and necessary to accommodate a tournament, special event, or seasonal weather conditions.

(B) *Lake Access Fees.* Lake access fees will be established by the Mayor for access to Lake Fayetteville to defray the City's operational costs. There is no lake access fee requirement for Lake Wilson, Lake Sequoyah or other park areas containing fishable waters.

(C) *Boat Docking.* Boat docking shall be permitted at Lake Fayetteville on a space available basis and the Mayor shall establish fees to be charged for boat docking to defray the City's operational costs.

(D) *Fishing.* All fishing shall be done only from the bank, designated docks or boat. No wading, swimming, paddle boards or belly boats shall be permitted in all city lakes. Arkansas Game and Fish regulations shall control the number and size of fish which may be caught; however, the city may establish more restrictive limitations if necessary to manage the fish population. All persons fishing at Lake Fayetteville should check with the boat dock operator before fishing. It shall be unlawful for any person fishing to use trot lines, limb lines, cast nets, yo-yos or jug fishing.

(E) *Boating.* Payment of a lake access fee is required for all boating activities on Lake Fayetteville. All boats must be docked or removed from the lake at closing time. No boats except those used by City employees or other individuals authorized by the City will be docked at any other location on the lake. Boating may be closed to the public by the city during a special event that includes swimming.

(F) *Place of Entry.* All persons boating at Lake Fayetteville shall enter the lake only through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution. All persons boating at Lake Sequoyah and Lake Wilson shall enter the lake only at the boat ramp.

(G) *Use of Motors on Boats.*

(1) In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof. All city lakes are no wake lakes. Speeding and boat racing are not permitted and each outboard motor operator is cautioned to operate in a safe and cautious manner. Failure to abide by this requirement will cause loss of boating access. The dock operator shall revoke the boating access of any boat which in his or her judgment is unsafe, overloaded, or operated in a careless manner.

(2) No boats shall be permitted within 500 feet of the spillway of any lake.

(3) No houseboats, paddle boards, water skiing, or jet skis are permitted.

(4) All state laws governing boats must be complied with before using a boat on any city lake.

(5) The city will not be responsible for any damage to or theft of boats, motors, or equipment.

(H) *Picnicking or Other Recreational Activities.* Picnicking is permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which are

controlled by the city. No lake access fees shall be required for picnicking or other recreational activities at Lake Fayetteville.

(I) *Committing Nuisances.* No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the city, nor shall any trash or other materials be thrown into the lakes or left about the shoreline or on the premises of any lake.

(J) *Fishing and Boating Prohibited Near Intake Tower.* No one shall climb upon, enter, or fish from the intake towers of the lakes.

(K) *Fishing on Stream Below Dam.* State laws governing fishing below dams shall be applicable on city property. Payment of the applicable lake access fee shall be required to fish in the stream on city property below the dam at Lake Fayetteville.

(L) *Firearms and Hunting.* Except as otherwise provided in Section 97.066 of this chapter, no firearms, hunting or trapping will be permitted on city owned property at any time.

(M) *Revoking Access.* The city shall have the right to revoke the access of any person if it is determined that the person willfully violated any of the provisions of this section. When access is revoked, there will be no refunds.

SUMMARY of ORDINANCE AMENDMENT

- Changing language to allow Marina Office to have more flexible hours of operation. Lake access will remain the same

- Removing Fees from ordinance to streamline future adjustments.

- Transitioning to lake access fees

97.070 Recreational Activities At Lakes Fayetteville, Sequoyah And Wilson

(A) *Hours.* Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided:

(1) Lake Fayetteville shall be closed on Thanksgiving Day and from sunset on December 23rd through January 14th and such other times as determined by the Mayor or the Mayor's designee.

(2) Lake Fayetteville Marina Office shall operate with limited or flexible hours based on weather conditions and public demand. Hours of operation will be posted at the facility and online when applicable.

(32) The Director is authorized to extend the operating hours of a lake when reasonable and necessary to accommodate a tournament, special event, or seasonal weather conditions.

(B) Lake Access Fees~~*Permits for Fishing and Boating*~~. Lake access fees will be established by the Mayor for access to ~~Fishing and boating permits are required for~~ Lake Fayetteville to defray the City's operational costs. There is no lake access fee~~permit~~ requirement for Lake Wilson, Lake Sequoyah or other park areas containing fishable waters.

~~(1) *Permits.*~~

~~(a) Annual boating and fishing permit (age sixty-five (65) and older and veterans)$40.00~~

~~(b) Annual boating and fishing permit (sixteen (16)—sixty-four (64))$50.00~~

~~(c) Daily boating and fishing permit (sixty-five (65) and older and veterans)$5.00~~

~~(d) Daily boating and fishing permit (sixteen (16)—sixty-four (64))$6.00~~

~~(e) Annual fishing/use permit (sixty-five (65) and older and veterans)$20.00~~

~~(f) Annual fishing/use permit (sixteen (16)—sixty-four (64))$30.00~~

~~(g) Daily fishing/use permit (sixty-five (65) and older and veterans)$2.00~~

~~(h) Daily fishing/use permit (sixteen (16)—sixty-four (64))$3.00~~

~~(i) Daily fishing/use permit (under sixteen (16) with permitted adult)Free~~

~~(j) Daily non-motorized boating (canoes, inflatables, kayaks, paddle boats and sailboats)$3.00~~

~~(k) Annual non-motorized boating (per patron, nontransferable)$20.00~~

~~(2) *Miscellaneous.*~~

~~(a) Each person sixteen (16) years of age or older is required to purchase a fishing/use permit for fishing on the lake or any stream within the city-owned lake property at Lake Fayetteville.~~

~~(b) There will be two (2) free fishing weekends each year where city fishing/use permits will not be required. One (1) weekend will coincide with the Arkansas Game and Fish free fishing weekend. The Director will designate the second weekend annually.~~

~~(c) A boating permit applies to the boat rather than the occupants thereof; however, all occupants of a boat, sixteen (16) years of age or older must purchase a fishing/use permit. Daily permits are valid only for use on the date of purchase.~~

~~(d) Juveniles and their supervisors shall be exempt from the boating and fishing permit fee if they are part of Washington County government rehabilitation program approved by the Director for the location, date and time of lake access.~~

(C) *Boat Docking.* Boat docking shall be permitted at Lake Fayetteville on a space available basis and the Mayor shall establish fees to be charged for boat docking to defray the City's operational costs. ~~to season boating and fishing permit holders for the following per-boat annual fees:~~

~~(1) City resident$250.00~~

~~(2) Non-resident$325.00~~

(D) *Fishing.* All fishing shall be done only from the bank, designated docks or boat. No wading, swimming, paddle boards or belly boats shall be permitted in all city lakes. Arkansas Game and Fish regulations shall control the number and size of fish which may be caught; however, the city may establish more restrictive ~~provide additional~~ limitations necessary to manage the fish population. All persons fishing at Lake Fayetteville should check with the boat dock operator before fishing. It shall be unlawful for any person fishing to use trot lines, limb lines, cast nets, yo-yos or jug fishing.

(E) *Boating.* Payment of a lake access fee is required for all boating activities~~A boating permit for each boat must be purchased before its use~~ on Lake Fayetteville. All boats must be docked or removed from the lake at closing time. No boats except those used by City~~lake~~ employees or other individuals authorized by the City~~the Environmental Study Center~~ will be docked at any other location on the lake. Boating may be closed to the public by the city during a special event that includes swimming.

(F) *Place of Entry.* All persons boating at Lake Fayetteville shall enter the lake only through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution. All persons boating at Lake Sequoyah and Lake Wilson shall enter the lake only at the boat ramp.

(G) *Use of Motors on Boats.*

(1) In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof. All city lakes are no wake lakes. Speeding and boat racing are not permitted and each outboard motor operator is cautioned to operate ~~his motor~~ in a safe and cautious manner. Failure to abide by this requirement will cause loss of boating access~~permit~~. The dock operator shall revoke the boating access ~~permit~~ of any boat which in his or her judgment is unsafe, overloaded, or operated in a careless manner.

(2) No boats shall be permitted within 500 feet of the spillway of any lake.

(3) No houseboats, paddle boards, water skiing, or jet skis are permitted.

(4) All state laws governing boats must be complied with before using a boat on any city lake.

(5) The city will not be responsible for any damage to or theft of boats, motors, or equipment.

(H) *Picnicking or Other Recreational Activities.* Picnicking is permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which are controlled by the city. No lake access fees shall be required for picnicking or other recreational activities at Lake Fayetteville.

(I) *Committing Nuisances.* No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the city, nor shall any trash or other materials be thrown into the lakes or left about the shoreline or on the premises of any lake.

(J) *Fishing and Boating Prohibited Near Intake Tower.* No one shall climb upon, enter, or fish from the intake towers of the lakes.

(K) *Fishing on Stream Below Dam.* State laws governing fishing below dams shall be applicable on city property. Payment of the applicable lake access fee shall be ~~Fishing permits are~~ required to fish in the stream on city property below the dam at Lake Fayetteville.

(L) *Firearms and Hunting.* Except as otherwise provided in Section 97.066 of this chapter, no firearms, hunting or trapping will be permitted on city owned property at any time.

(M) *Revoking Access~~Permits~~.* The city shall have the right to revoke the access of any person ~~any permit issued under this section~~ if it is determined that the person~~permittee~~ willfully violated any of the provisions of this section. When access ~~a permit~~ is revoked, there will be no refunds.

(Code 1965, §13-12; Ord. No. 2274, 9-7-76; Ord. No. 2903, 3-1-83; Ord. No. 3164, 1-21-86; Ord. No. 3203, 8-5-86; Ord. No. 3437, 7-5-89; Ord. No. 3533, 2-19-91; Ord. No. 4168, 6-1-99; Code 1991, §97.070; Ord. No. 4707, 06-07-05; Ord. No. 4811, 12-20-05; Ord. No. 5139, 5-6-08; Ord. No. 5229, 3-17-09; Ord. No. 5285, 11-17-09; Ord. No. 5596, 07-02-13; Ord. No. 5828, §1(Exh. A), 12-15-15; Ord. No. 6597, §1(Exh. A), 9-6-22; Ord. No. 6701, §1(Exh. A), 11-7-23)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1767

MEETING OF SEPTEMBER 30, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0038: Rezoning (338 S. COMBS AVE/BATES, 524): Submitted by WESLEY BATES for property located at 338 S. COMBS AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in central Fayetteville about 300 feet south of S. Combs Avenue's intersection with E. Huntsville Road. The property is zoned NC, Neighborhood Conservation and overall contains approximately 0.20 acres. Development on the site is limited to a single-family home that was built in 1930, with the lot also having access to South Willow Avenue to the southeast. The property is not located in an overlay district but is in the Walker Park Master Plan area.

Request: The request is to rezone the property from NC, Neighborhood Conservation, to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received one comment in support of the rezoning citing development opportunities.

Land Use Compatibility: Staff finds the requested rezoning generally compatible with surrounding land use but inconsistent with existing zoning patterns. The City's comprehensive plan supports increased density where services exist, but only when it aligns with community character. The subject property lies within the Walker Park Neighborhood Master Plan, which supports high-density infill of single-family housing. While RI-U zoning allows single-family use consistent with the plan, its broader by-right and conditional residential and commercial uses conflict with the plan's intent and neighborhood character. The plan designates areas like Southgate Commercial Center, School & 15th, Jefferson Square, and Huntsville Road for commercial growth—not the subject site. Nearby DG zoning along E. Huntsville Road supports diverse housing and commercial uses consistent with the plan, unlike RI-U in this location, which could undermine the plan's goals. However, RI-U aligns with the plan's call for smaller lots and more sustainable development patterns, allowing 18-foot lot widths versus NC's 40-foot minimum. The site's current through-lot condition, discouraged by the plan, could be addressed through rear development enabled by rezoning. Both RI-U and NC share similar development standards, including height limits (three stories), build-to zones, and 5-foot side and rear setbacks. Although

RI-U zoning conflicts with elements of the Walker Park Master Plan, staff supports the rezoning based on the balance of considerations.

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. These areas are intended to support a wide variety of housing types in walkable, urban neighborhoods. The RI-U zoning district would allow for a mixture of residential densities that are urban form, which supports walkability in the area. The proposed zoning is compatible with the surrounding NC zoning district in terms of requiring a build-to-zone; and is compatible with existing buildings that are located nearby. However, where the subject property is located, as noted above, would not fully acknowledge the Walker Park Neighborhood Master Plan as this location is not intended for zoning districts that allow for diverse housing types. The location is intended to be primarily single-family, which is at odds with the proposed zoning. That said, RI-U does fulfill a goal of the plan that includes smaller lot sizes to allow for a sustainable development pattern. The property has a high infill score of 9, which indicates that it is a suitable location for infill. It is also located within a third of a mile of a Tier 1 center, which advocates for a mixture of uses, both commercial and residential. Staff finds that the requested rezoning could allow for the creation of missing middle housing and meets City Goals 1 (appropriate infill), 3 (compact, complete, and connected development), and 6 (opportunities for attainable housing).

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:

- 4 Minute Fire Response (Station 1, located at 303 W. Center St.)
- Near Sewer Main (12-inch main Combs Avenue; 6-inch main South Willow Avenue.)
- Near Water Main (4-inch main S. Combs Avenue; 2-inch main S. Willow Avenue.)
- Near City Park (Ralph "Buddy" Hayes Park)
- Near Paved Trail (Willow Avenue Trail; Side Path Trail)
- Near ORT Bus Stop (Willow & Huntsville)
- Near Razorback Bus Stop (MLK BLVD & Willow)
- Walker Park Master Plan
- Sufficient Intersection Density

DISCUSSION:
At the September 8, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and Commissioner Payne seconded. A member of the public spoke in support of the item at the meeting. There was no discussion among the Commissioners.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-1767

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-38 FOR APPROXIMATELY 0.20 ACRES LOCATED AT 338 SOUTH COMBS AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-1767

Item ID

10/7/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	9/19/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0038: Rezoning (338 S. COMBS AVE/BATES, 524): Submitted by WESLEY BATES for property located at 338 S. COMBS AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

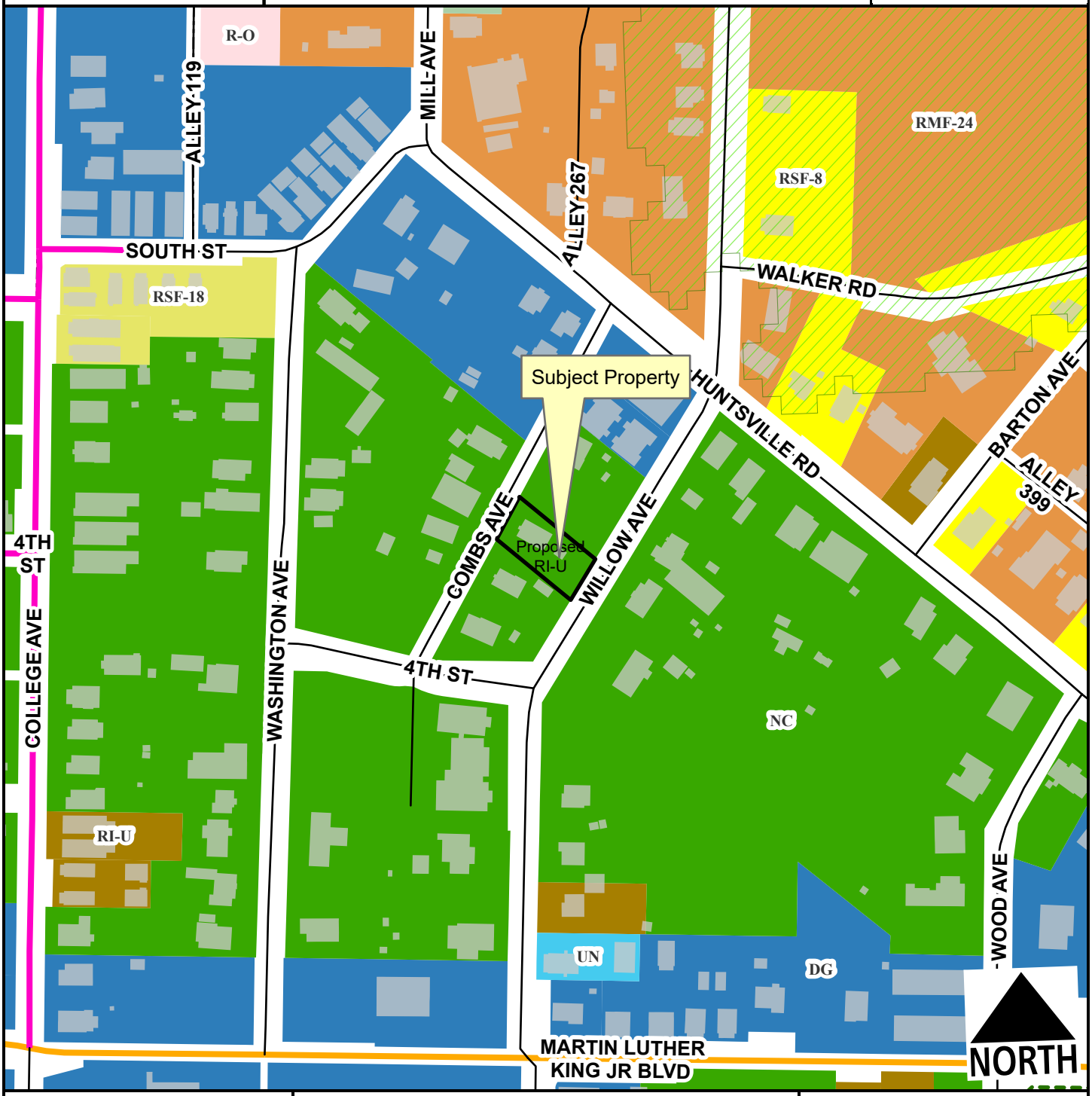
Comments:

RZN-2025-0038

Close Up View

338 S. COMBS AVE

RZN-2025-0038
EXHIBIT 'A'



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.2	0.0
RI-U	0.0	0.2

Total 0.2 ac

RZN-2025-0038
EXHIBIT 'B'

Lot 9, in Block 4, Combs Addition to the City of Fayetteville, Washington County, Arkansas, as designated upon the recorded plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: September 8, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0038: Rezoning (338 S. COMBS AVE/BATES, 524):** Submitted by WESLEY BATES for property located at 338 S. COMBS AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0038** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0038** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in central Fayetteville about 320 feet south of the S. Combs Avenue and E. Huntsville Road intersection. The property is zoned NC, Neighborhood Conservation and overall contains approximately 0.20 acres. The property is developed with a single-family home that was built in 1930; the property is not located in an overlay district but is in the Walker Park Master Plan area. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the property from NC, Neighborhood Conservation, to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received one comment in support of the rezoning citing development opportunities.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The property's frontage along S. Combs Avenue and S. Willow Avenue, Residential Links, is partially improved with sidewalk and asphalt paving. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject property. There is an existing 4-inch water main on the north-west side of the subject property along the south-east of S. Combs Avenue. In addition, there is an existing 2-inch water main on the south-east side of the subject property along the north-west side of S. Willow Avenue.

Sewer: Sanitary Sewer is available to the subject property. There are two existing 12-inch sewer main on the north-west side of the subject property along the north-west of S. Combs Avenue. In addition, there is a 6-inch sewer main on the south-east side of the subject property along the north-west side of S. Willow Avenue.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 400 linear feet downstream of this property

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at the time of development submittal.

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 .9 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 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, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**. The property is also located within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also

encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 1, located at 303 W. Center St.)
- Near Sewer Main (12-inch main Combs Avenue; 6-inch main South Willow Avenue.)
- Near Water Main (4-inch main S. Combs Avenue; 2-inch main S. Willow Avenue.)
- Near City Park (Ralph "Buddy" Hayes Park)
- Near Paved Trail (Willow Avenue Trail; Side Path Trail)
- Near ORT Bus Stop (Willow & Huntsville)
- Near Razorback Bus Stop (MLK BLVD & Willow)
- Walker Park Master Plan
- Sufficient Intersection Density

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the requested rezoning to be generally compatible with surrounding land use but is inconsistent with zoning patterns. The City's comprehensive plan acknowledges the value of increasing density in locations where City services and utilities already exist, but only where it "reflects the existing community character." The subject property is located in the Walker Park Neighborhood Master Plan area, which recommends appropriate infill of single-family residential units with high-density. The potential in RI-U does allow for single-family in the interior of the neighborhood, which would be in keeping with the master plan and established character. However, the additional by-right and conditional residential and commercials allowances in RI-U would not be upholding the intent of the plan nor established character. Allowing businesses to be located by-right in the middle of this residential block, could result in compromising the integrity of the Walker Park Neighborhood Plan goals. The plan notes Southgate Commercial Center, the intersection of School & 15th, Jefferson Square, and along Huntsville Road as intended places to grow commercial nodes and streets. The DG zoning to the north along E. Huntsville Road allows for commercial and diverse housing uses (two-, three-, and four-family), adhering to the goals of the plan. Allowing a zoning district with more allowances in an area that was not intended for variety could hurt the intent of the master plan area.**

But the lot standards in RI-U would be in keeping with that same plan. The plan recommends smaller lot sizes in the area as it would allow for a more sustainable pattern of development. RI-U would allow for smaller lot sizes with an 18-foot lot width compared to NC's 40-foot requirement. The subject property is also in non-compliance as it is a through-lot, which is discouraged as this design impacts the public's visual and physical interaction with the development here. A rezoning could allow for development in the rear of the property, which would eliminate this nonconformity. Both zoning types are comparable as both do allow for a maximum height of three stories for housing uses. Another similarity would be that both require a build-to-zone requirement, ensuring that the urban form fabric of the area is maintained. The setback requirements for this subject property would also remain the same as both would require 5-foot side and rear setbacks. The proposed zoning is generally incompatible with the Walker Park Neighborhood Master Plan, but on the balance of considerations, staff is in support of this rezoning request.

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. These areas are intended to support a wide variety of housing types in walkable urban neighborhoods. The RI-U zoning district would allow for a mixture of residential densities that are urban form, which supports walkability in the area. The proposed zoning is compatible with the surrounding NC zoning district in terms of requiring a build-to-zone; and is compatible with existing buildings that are located nearby. However, where the subject property is located, as noted above, would not comply to the Walker Park Neighborhood Master Plan as this location is not intended for zoning districts that allow for diverse housing types. The location is intended to be primarily single-family, which is at odds with the proposed zoning. But, RI-U does fulfill one goal of the plan that includes smaller lot sizes to allow for a sustainable development pattern. The property has a high infill score of 9, which indicates that it is a suitable location for infill. It is also located within a third of a mile of a Tier 1 center, which advocates for a mixture of uses, both commercial and residential. Staff finds that the requested rezoning could allow for the creation of missing middle housing and meets City Goals 1 (appropriate infill), 3 (compact, complete, and connected development), and 6 (opportunities for attainable housing).**

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

Finding: **Staff finds that there is sufficient justification for rezoning the subject property from NC to RI-U since the rezoning would be consistent with the property's future land use designation and supports several goals of City Plan 2040.**

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

Finding: **A rezoning from NC to RI-U could increase traffic in the area as the allowances in RI-U allow for more development with no density maximums**

and smaller lot widths. Given the small property which would prevent substantial development, Staff does not anticipate a noticeable increase in traffic as a result of the rezoning.

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

Finding: **The proposed rezoning has the potential to slightly alter the population density since it would allow for more intense residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0038 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: **September 8, 2025**	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: Werner			
Second: Payne			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.29 Neighborhood Conservation
  - §161.12 District RI-U, Residential Intermediate - Urban

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter
- Public Comment

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet

Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet

Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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
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(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.

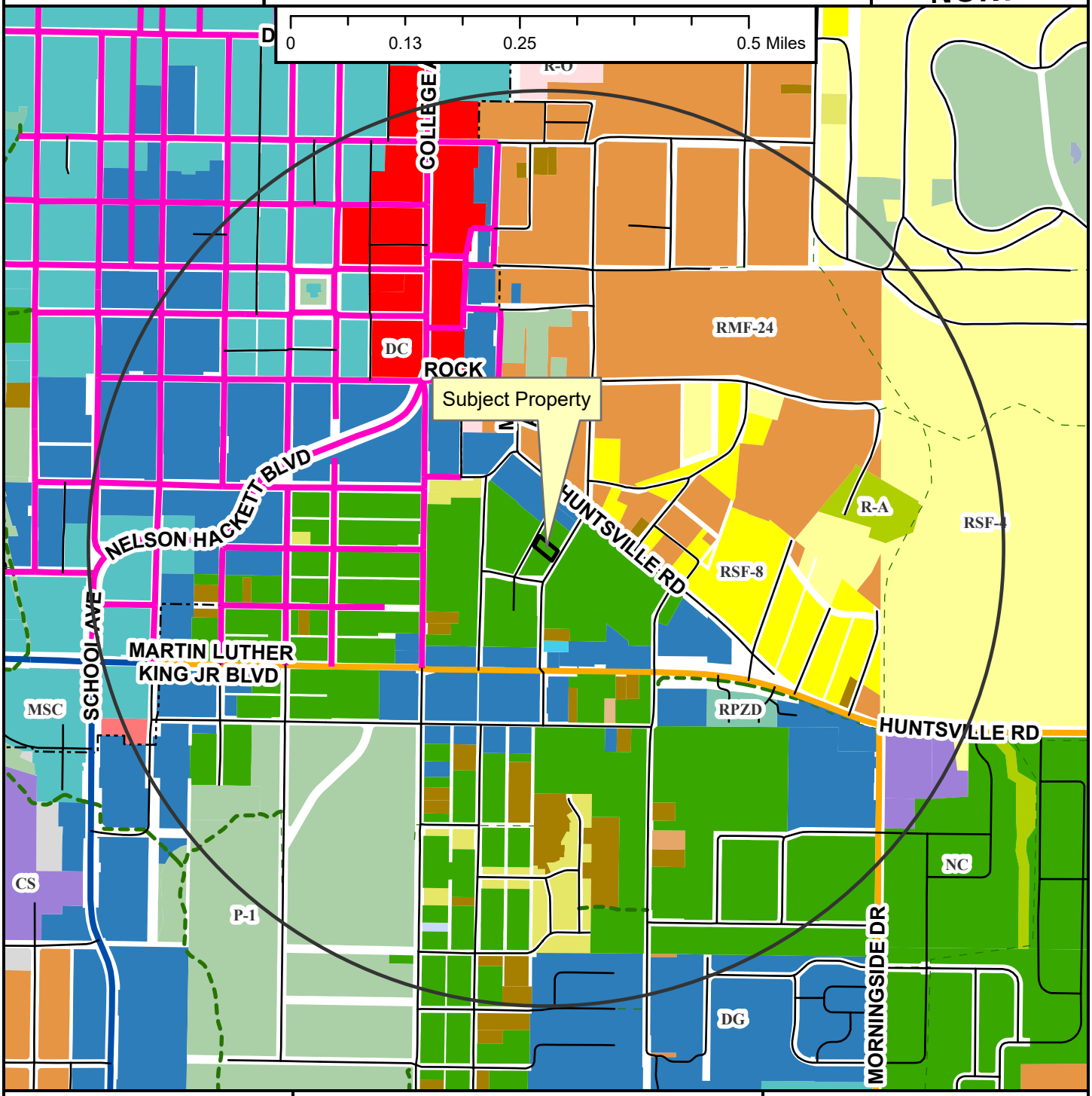
(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

RZN-2025-0038

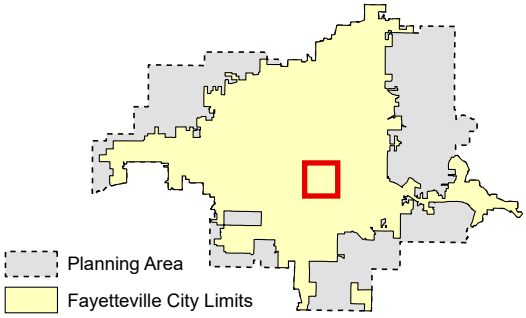
One Mile View

338 S. COMBS AVE

NORTH



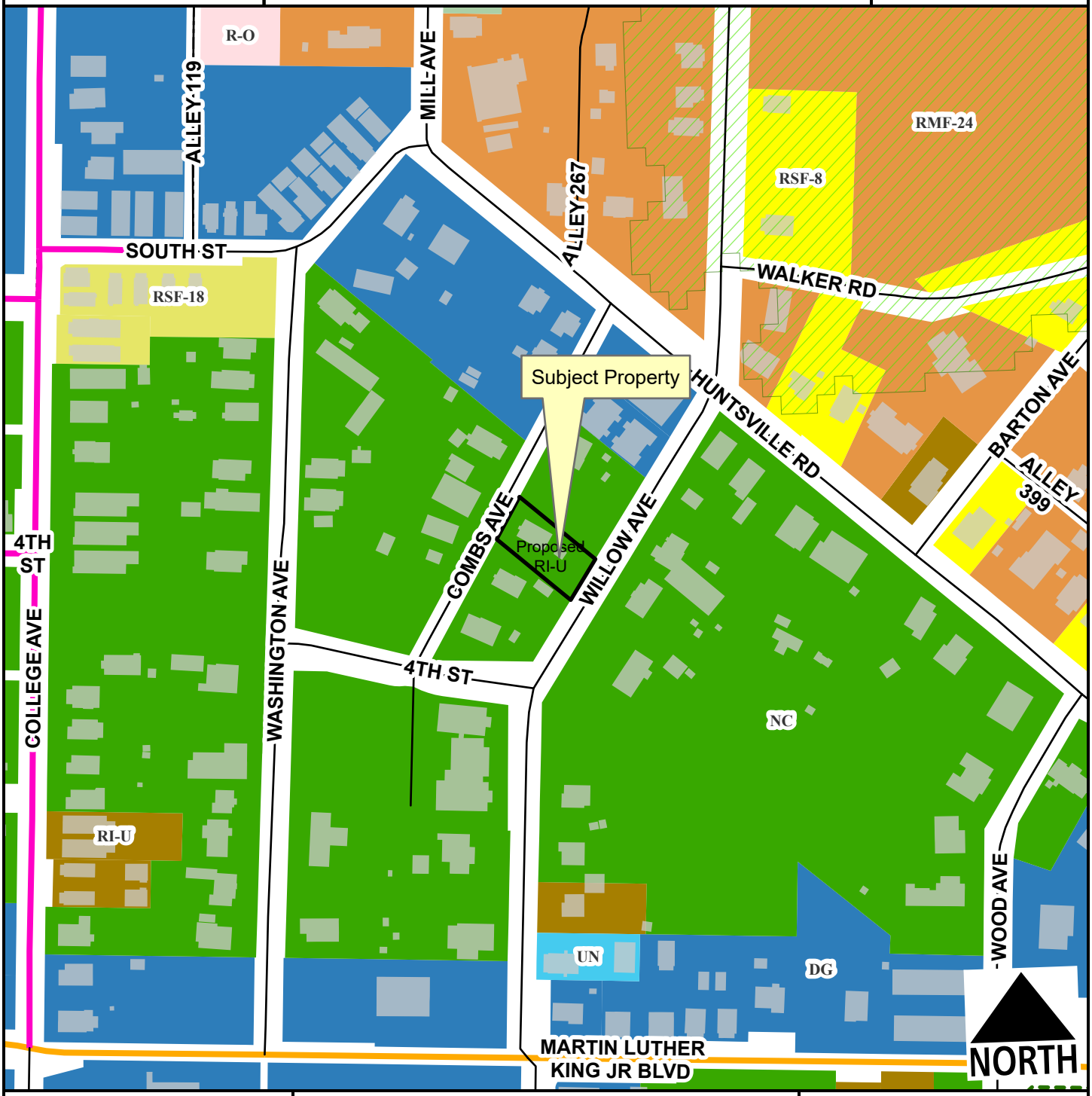
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2025-0038

Close Up View

338 S. COMBS AVE



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.2	0.0
RI-U	0.0	0.2

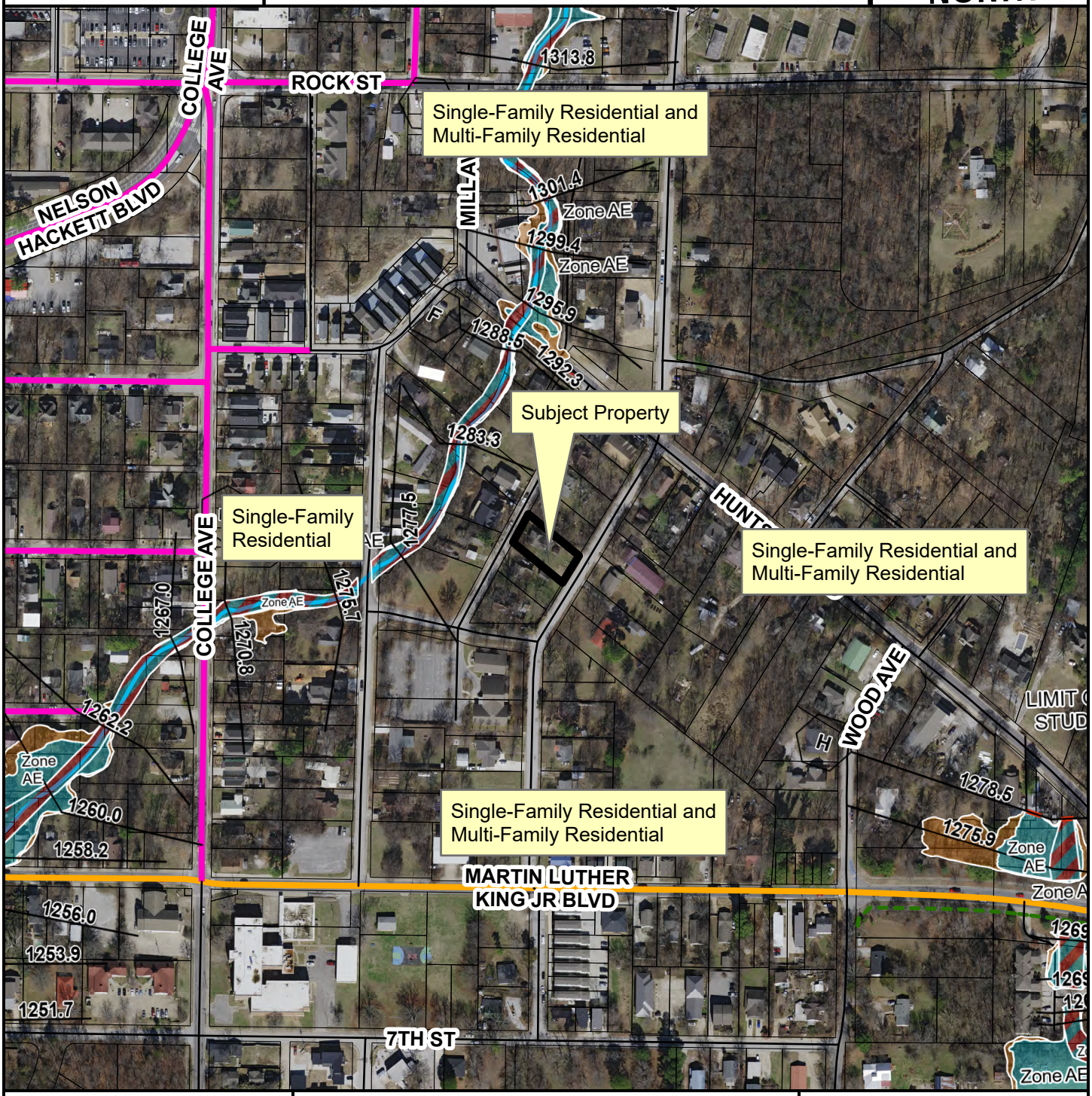
Total 0.2 ac

RZN-2025-0038

Current Land Use

338 S. COMBS AVE

NORTH



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

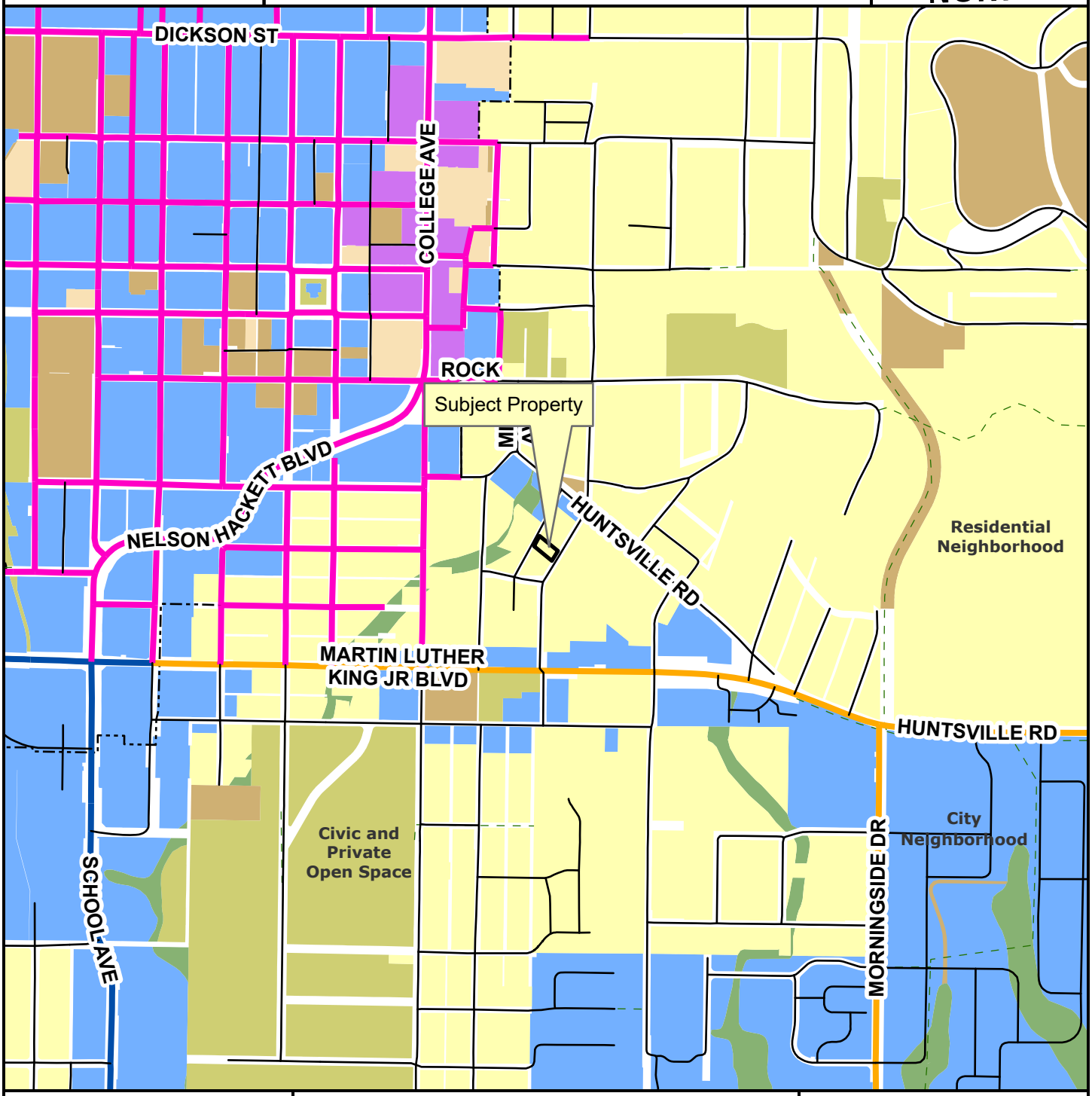
- 100-Year Floodplain
- Floodway

RZN-2025-0038

Future Land Use

338 S. COMBS AVE

NORTH



- 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 the Planning Commission and City Staff,

I am writing to respectfully request the rezoning of the property located at **338 S Combs Avenue** from **Neighborhood Conservation (NC)** to **Residential Intermediate-Urban (RI-U)**.

This property is located in a walkable, centrally located neighborhood that is well positioned to support gentle residential infill. The existing NC zoning is overly restrictive and limits the ability to make use of the lot in a way that reflects both the historic development pattern and the City's current goals for sustainable, context-appropriate growth.

Rezoning to RI-U would allow for modestly increased density while preserving the residential scale and character of the area. It would open the door for more flexible housing options—such as duplexes or small footprint homes—helping meet the growing demand for attainable housing near the urban core.

Statement of Compatibility:
The proposed RI-U zoning is compatible with the surrounding neighborhood and aligns with the development pattern already emerging in nearby areas. Several properties within a few blocks have already been rezoned or redeveloped to support a greater mix of housing types. RI-U zoning maintains a residential form while allowing for more efficient land use and increased housing diversity. This request is in line with the goals of **City Plan 2040**, including increased housing choice, infill development, and enhanced walkability.

Thank you for your consideration. We believe this rezoning is a thoughtful and appropriate step toward ensuring that neighborhoods like this one can grow in a sustainable, inclusive, and responsive manner.

Sincerely,

Wesley Bates

From: Damian Gallo <damianmgallo@gmail.com>
Sent: Friday, August 29, 2025 9:11 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Public Comment for 338 S Combs

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Division,

I wanted to take a moment to show my support for the rezoning of 338 S Combs.

Andrew Brooks has been an outstanding neighbor and community member. Doing a rezoning at 338 S Combs will allow the neighborhood to grow and supports the city's goals of adding in-fill development.

Damian and Sevin Gallo
335 S Combs Ave, Fayetteville, AR 72701

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1770

MEETING OF SEPTEMBER 30, 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-2025-0037: Rezoning (902 & 908 W HUGHES ST/MARKS REVOCABLE TRUST, 444): Submitted by BATES AND ASSOCIATES for property located at 902 & 908 W. HUGHES ST in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.29 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE- URBAN.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property consists of two parcels (0.29 acres) located about 800 feet southeast of the intersection of N. Garland Ave. and W. North St. directly on the northwest corner of N. Storer Ave. and W. Hughes Ave. The property is zoned RMF-40, Residential Multi-Family, 40 Units per Acre. The parcels were previously developed with a single-family home that was demolished in 2024. No zoning overlay districts or master planning areas apply to the parcel.

Request: The request is to rezone the subject property from RMF-40, Residential Multi-Family, 40 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has not received any comments at this time.

Land Use Compatibility: The subject property is adjacent to multifamily dwellings to the west and south, and a mix of attached and detached residential units to the east. Nonresidential services are present on the north side of W. North Street, and the subject area is just over 1,000 feet northeast of the University of Arkansas' main campus. Staff finds the proposed zoning district compatible with surrounding uses; RI-U permits a mix of low-intensity residential types, including up to four-unit buildings, with a minimum lot width of 18 feet. Given the density of surrounding residential uses and mix of existing housing types, staff finds that the uses permitted in RI-U align with the surrounding neighborhoods. RI-U permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use

Map designation as City Neighborhood Area. The RI-U zoning district would shift Use Unit 26: Multifamily Dwellings to a conditional use but would remove density maximums and permit smaller lot sizes, which staff finds to be consistent with the surrounding area. The property has a relatively high infill score of 11, indicating it is a suitable location for infill development. Infill in this area 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 **11** for this site. The following elements of the matrix contribute to the score:
1. Adequate Fire Response (Station 2, 138 W. North St.)
2. Near Water Main (6-inch main, Storer Ave.)
3. Near Sewer Main (8-inch main, Hughes St.)
4. Near Grocery Store (Harps)
5. Near Public School (Leverett Elementary)
6. Near University of Arkansas
7. Near City Park (Scull Creek Trail Corridor)
8. Near Paved Trail (Razorback Greenway)
9. Near Razorback Bus Stop (South Creekside)
10 Appropriate Future Land Use
11. Sufficient Intersection Density

DISCUSSION:
At the September 8, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock motioned and Commissioner Madden seconded. No members of the public spoke at the meeting and there was no discussion.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-1770

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-37 FOR APPROXIMATELY 0.29 ACRES LOCATED AT 902 AND 908 WEST HUGHES STREET IN WARD 2 FROM RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-40, Residential Multi-Family, 40 Units per Acre to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-1770

Item ID

10/7/2025

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

Jonathan Curth	9/19/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0037: Rezoning (902 & 908 W HUGHES ST/MARKS REVOCABLE TRUST, 444): Submitted by BATES AND ASSOCIATES for property located at 902 & 908 W. HUGHES ST in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.29 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: _____

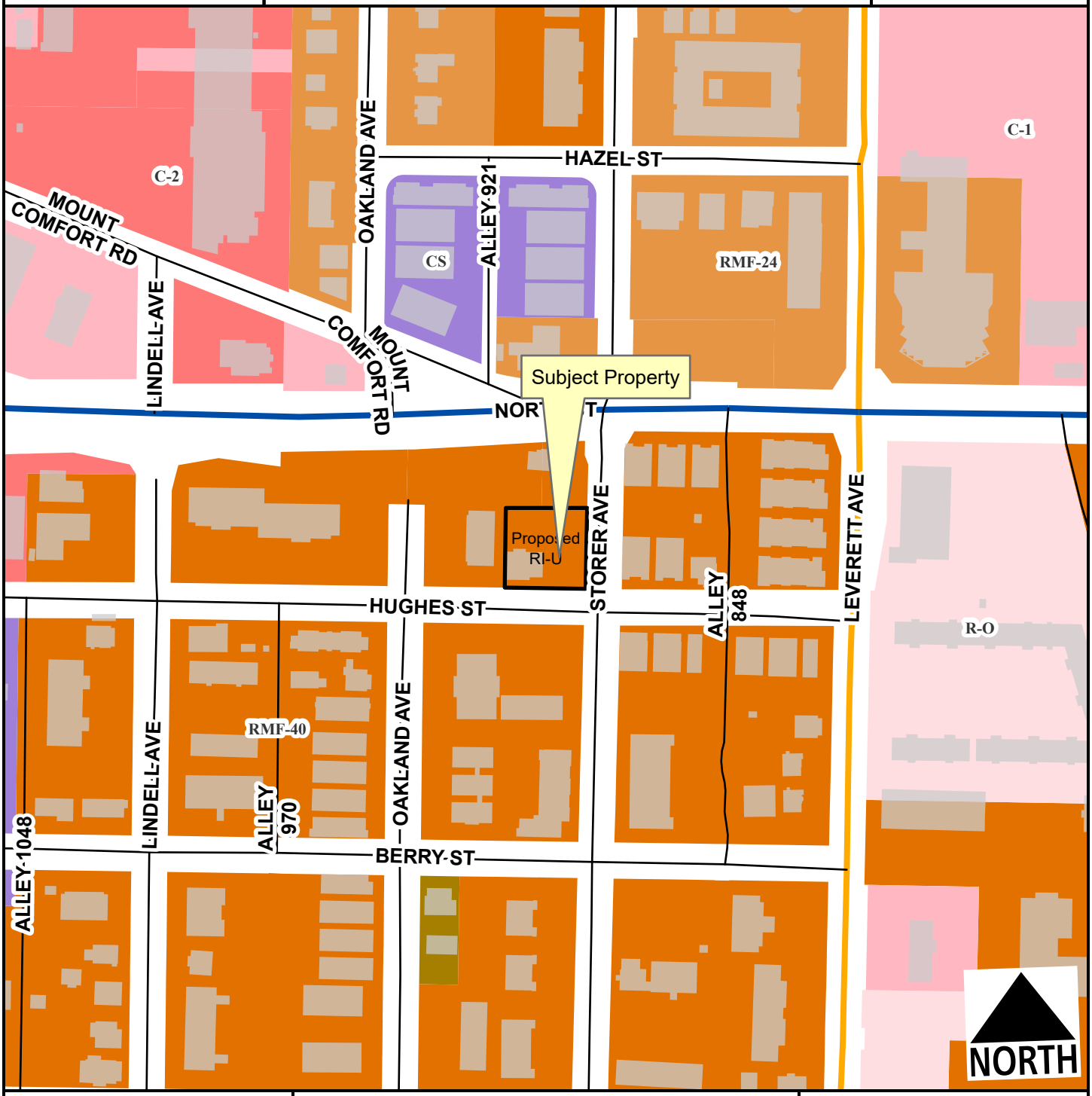
Comments:

RZN-2025-0037

Close Up View

902 & 908 W. HUGHES ST

RZN-2025-0037
EXHIBIT 'A'



- Neighborhood Link
- Regional Link - High Activity
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.3
RMF-40	0.3	0.0

Total 0.3 ac

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

RZN-2025-0037
EXHIBIT 'B'

COMBINED PARCELS #765-10325-000 & #765-10325-001:

LOTS 7 AND 8, BLOCK 2, ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE , WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF WEST HUGHES STREET MARKING THE SOUTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N87°05'52"W 112.41', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 111.97', THENCE S86°50'37"E 113.16' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF NORTH STORER AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S03°27'23"W 111.47' TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH STORER AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: September 8, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0037: Rezoning (902 & 908 W HUGHES ST/MARKS REVOCABLE TRUST, 444):** Submitted by BATES AND ASSOCIATES for property located at 902 & 908 W. HUGHES ST. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.29 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE- URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0037** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0037** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is comprised of two parcels (0.29 acres) located about 800 feet southeast of the intersection of N. Garland Ave. and W. North St. directly on the northwest corner of N. Storer Ave. and W. Hughes Ave The property is zoned RMF-40, Residential Multi-Family, 40 Units per Acre. The parcels was previously developed with a single-family home which was demolished in 2024. No zoning overlay districts or master planning areas apply to the parcel. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Multifamily Residential (Under Construction)	RMF-40, Residential Multi-Family, 40 Units per Acre
South	Multifamily Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Two-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
West	Two-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre

Request: The request is to rezone the subject property from RMF-40, Residential Multi-Family, 40 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has not received any comments at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property has frontage along W. Hughes Street and N. Storer Avenue, both residential links, which are partially improved with sidewalk and asphalt paving. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject property. There is an existing 6-inch water main on the east side of the subject property along the west of N. Storer Avenue.

Sewer: Sanitary sewer is available to the subject property. There is an existing 8-inch sewer main on the south side of the subject property along the south of W. Hughes Street. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 400 linear feet downstream of this property.

Drainage: No portion of the property lies within a FEMA floodplain or the Hillside Hilltop Overlay District. No protected streams or hydric soils are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 2, located at 138 W. North St., 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 one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

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

Tree Preservation:

The proposed zoning district, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, RMF-40, Residential Multifamily, 40 Units per Acre, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **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 score of **11** for this site with a weighted score of **15**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, 138 W. North St.)
- Near Water Main (6-inch main, Storer Ave.)
- Near Sewer Main (8-inch main, Hughes St.)
- Near Grocery Store (Harps)
- Near Public School (Leverett Elementary)
- Near University of Arkansas
- Near City Park (Scull Creek Trail Corridor)
- Near Paved Trail (Razorback Greenway)
- Near Razorback Bus Stop (South Creekside)
- Appropriate Future Land Use
- Sufficient Intersection Density

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **The subject property is surrounded by multifamily dwellings to the east, west, and south, with smaller two- to four-family units scattered throughout. Extensive nonresidential services are present on the north side of W. North Street, and the subject area is approximately just over 1,000 feet northeast of the University of Arkansas' main campus. Staff finds the proposed RI-U rezoning compatible with surrounding uses. RI-U permits a mix of low-intensity residential types, including up to four-unit buildings, with a minimum lot width of 18 feet. Given the density of surrounding residential uses and mix of existing housing types, staff finds that the uses permitted in RI-U align with the surrounding neighborhoods. RI-U permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.**

Land Use Plan Analysis: **Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as City Neighborhood Area. The RI-U zoning district would shift Use Unit 26: Multifamily Dwellings to a conditional use permit but would remove density maximums and permit smaller lot sizes, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 11 with a weighted score of 15, indicating it is a suitable location for infill development. Infill in this area 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: **The applicant has stated that they have requested this rezoning to create permit the subdivision of smaller lots within a proposed townhome development. Staff finds that the parcel could be developed with up to 11**

dwelling units by right under the existing zoning. A rezoning to RI-U would likely permit a similar number of units in a missing middle style which subdivided onto individual lots, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town with a relatively high concentration of services, amenities, and employment opportunities.

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

Finding: **Staff finds that rezoning the property to RI-U is not likely to create or appreciably increase traffic danger and congestion since the subject property is relatively small and already permits a high density under the existing zoning regulations.**

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-40 to RI-U has the potential to alter the population density when considering that RI-U has no set density limitation. However, given the presence of existing public infrastructure, existing density allowances, the small size of the property, and proximity to nonresidential services such as grocery stores, schools, and commercial establishments, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. While there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 400 linear feet downstream of this property, the small size of the property is also likely to naturally limit the development capacity of the parcel. 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-2025-0037 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: September 8, 2025	**❒ Tabled**	**☒ Forwarded**	**❒ Denied**
Motion: GARLOCK	"I move to forward RZN-2025-0037 to the City Council with a recommendation of approval."		
Second: MADDEN			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.12 District RI-U Residential Intermediate-Urban
  - §161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Request Letter

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.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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.

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres

Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 8, 9, 1-17-17; Ord. No.

6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §7(Exh. F), 5-2-23)

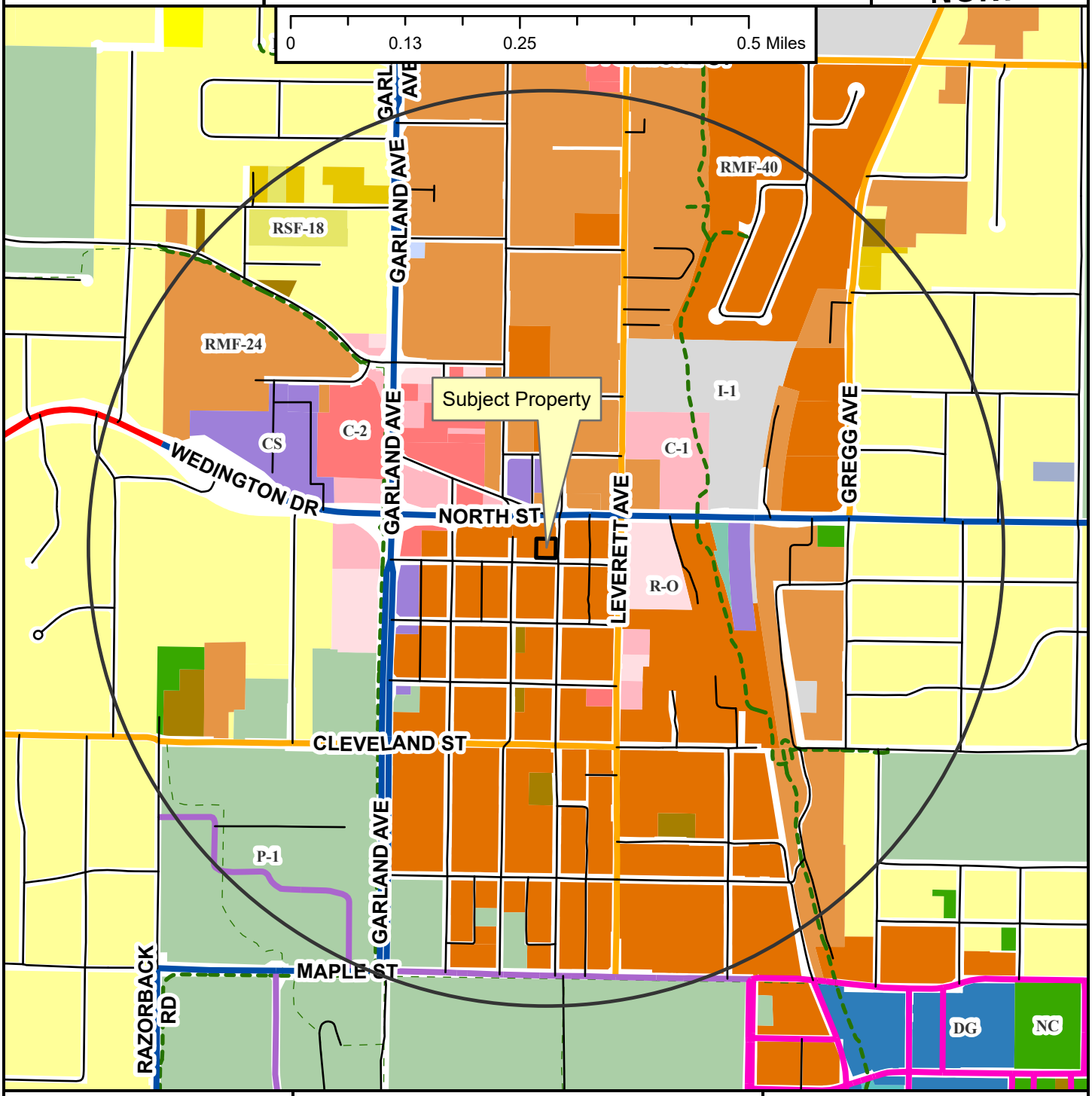
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 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-2025-0037

One Mile View

902 & 908 W. HUGHES ST

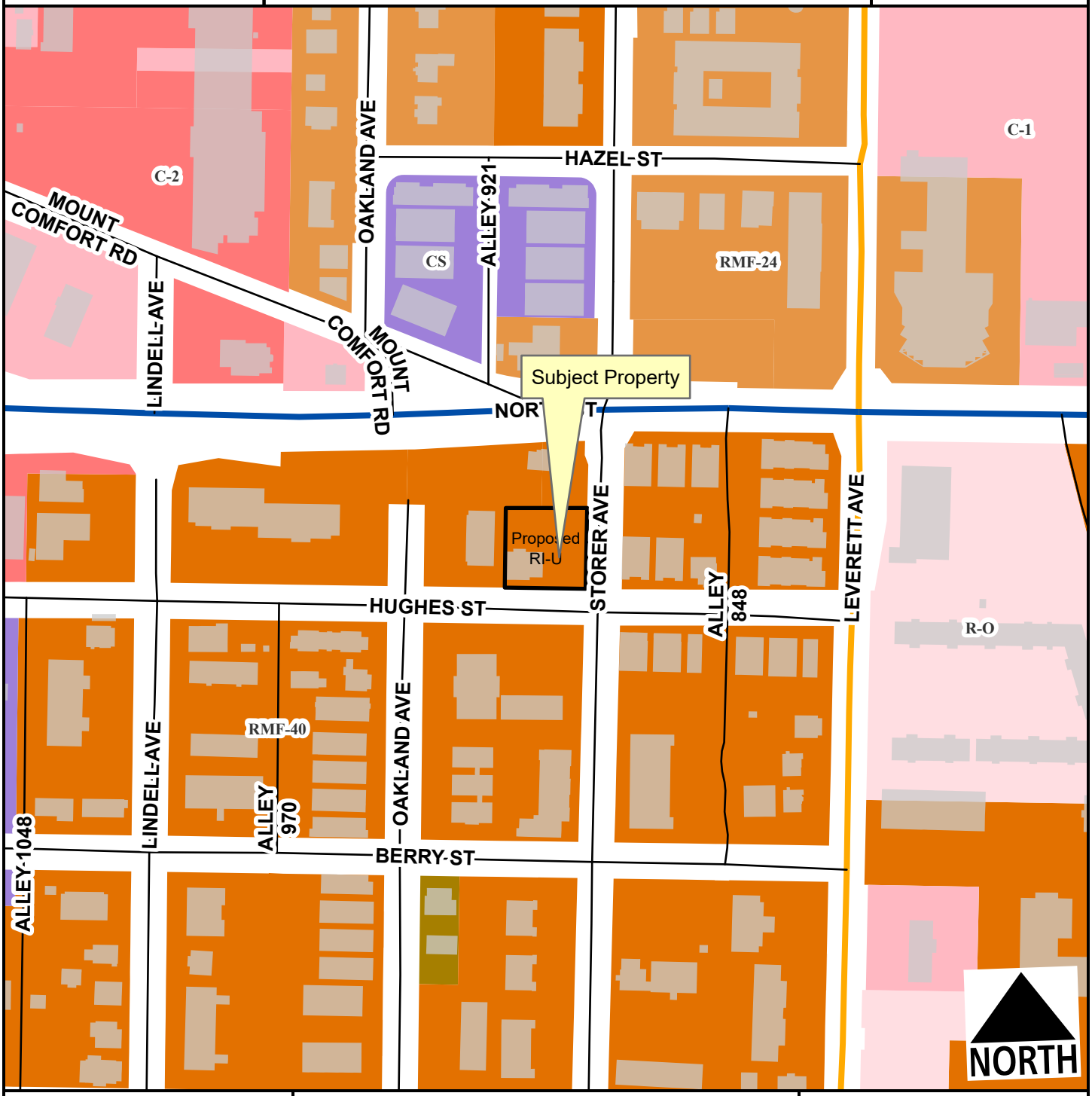
NORTH



RZN-2025-0037

Close Up View

902 & 908 W. HUGHES ST



- Neighborhood Link
- Regional Link - High Activity
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.3
RMF-40	0.3	0.0

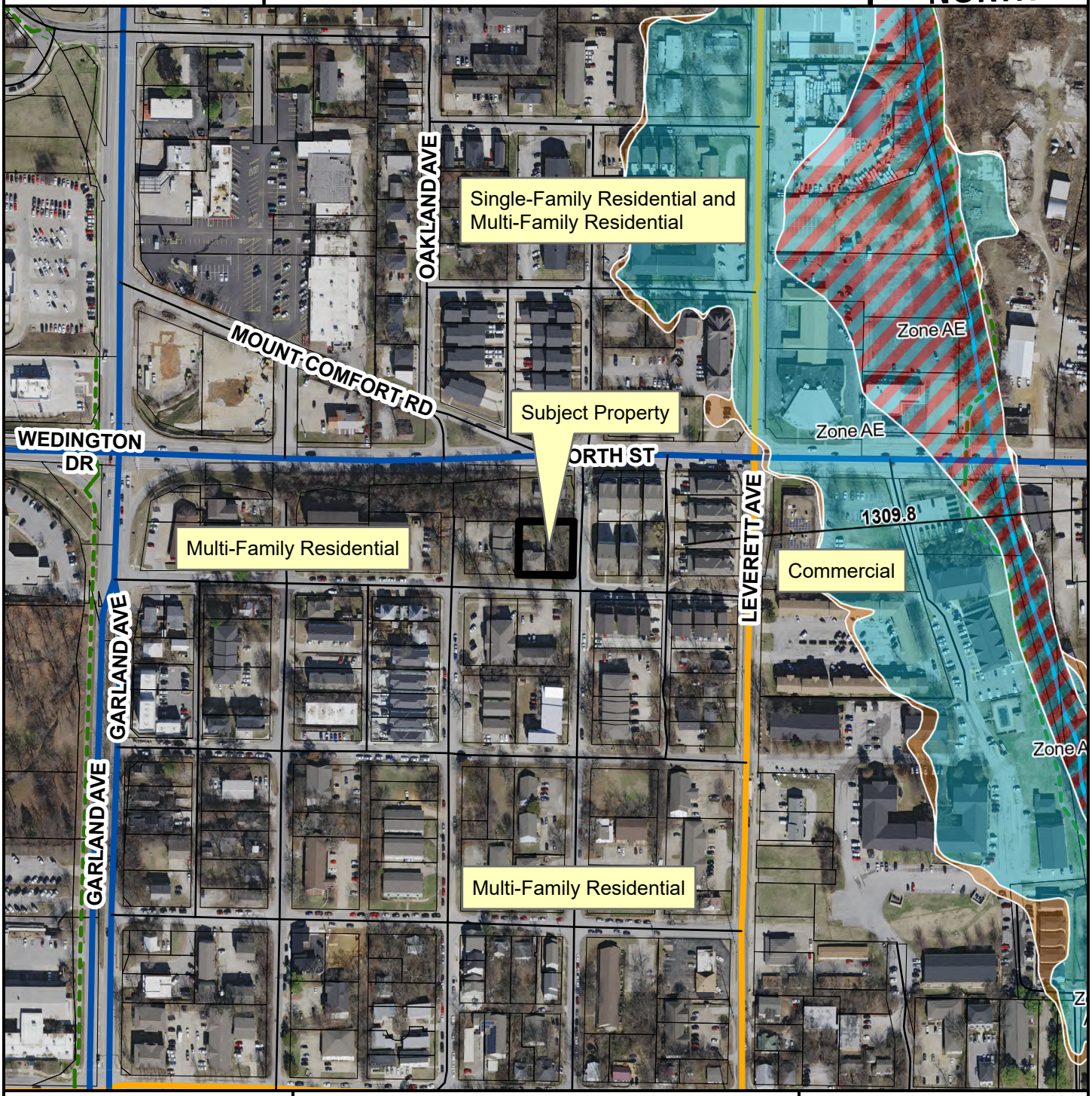
Total 0.3 ac

RZN-2025-0037

Current Land Use

902 & 908 W. HUGHES ST

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

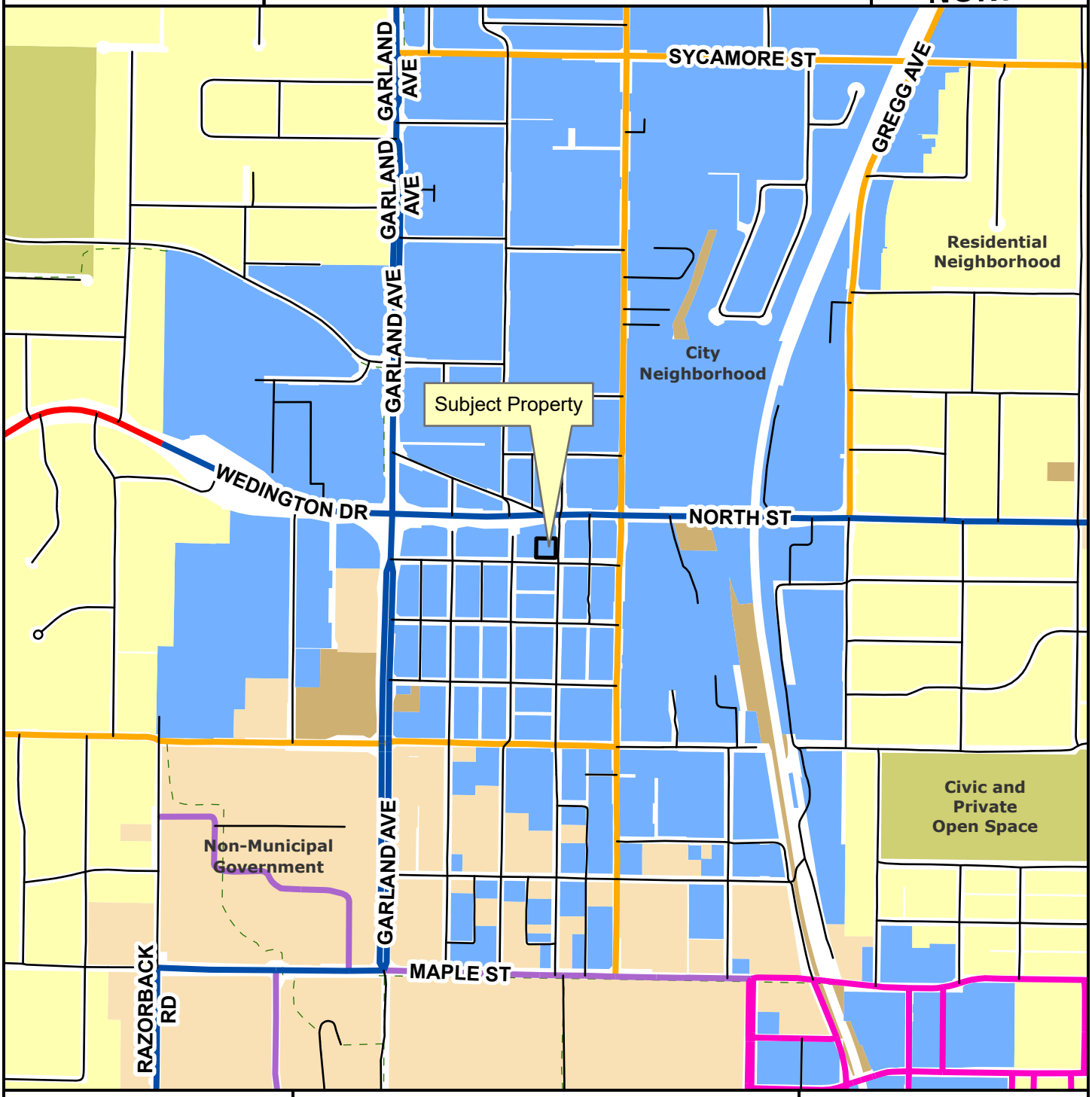
- 100-Year Floodplain
- Floodway

RZN-2025-0037

Future Land Use

902 & 908 W. HUGHES ST

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

July 29th, 2025

Planning Staff
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Hughes Development Rezoning

Dear Planning Staff,

Bates & Associates, Inc., on behalf of Andrew Glen Revocable Trust And Marks, Karen Hammack Revocable Trust, has applied for a rezoning in Fayetteville. The location of the proposed rezoning is NW of the corner of W Hughes Street and North Storer Avenue (Washington County Parcels 765-10325-001, & 765-10325-000). The total acreage of the development is 0.29 acres. The current zoning district is currently RMF-40 with the request to rezone to RI-U.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

Bates & Associates, Inc.

Geoffrey Bates
President of Engineering

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

July 29th, 2025

Planning Staff
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Hughes Development Rezoning

Dear Planning Staff,

The existing adjacent properties are currently zoned as RMF-40 and RMF-24. We are proposing the rezone from RMF-40 to RI-U which meets the adjacent land use. The exhibit on the next page is depicting the existing zoning as well as the neighboring properties. The proposed request for the rezone will not adversely affect the surrounding land use due to the request matching the adjacent properties current urban usage.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

Bates & Associates, Inc.

Geoffrey Bates
President of Engineering

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1785

MEETING OF SEPTEMBER 30, 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-2025-0036: Rezoning (1146 N. MAXWELL DR./BATES-SIEMEK, 365): Submitted by WESLEY BATES for property located at 1146 N. MAXWELL DR. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE- URBAN.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The 0.30-acre parcel is located approximately 200 feet west of the intersection N. Garland Ave. and W. Sycamore St. on the north side of N. Maxwell Dr. The property directly abuts Tri-Cycle Farms, is zoned RSF-4, Residential Single-Family, 4 Units per Acre, and includes a segment of the Midtown Trail across its northern extents. It is developed with one 1,158 square foot single-family dwelling which Washington County records indicate was built in 1961. No zoning overlay districts or master planning areas apply to the parcel.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received multiple inquiries and five comments in opposition to the proposed rezoning, citing narrow streets, traffic, parking, noise, increased infrastructure demands, drainage concerns, loss of existing housing, negative impacts to the neighborhood character, and a general opposition to more rental units and increased density.

Land Use Compatibility: The subject property is primarily surrounded by single-family homes to the east, west, and south, though there are nearby apartments on both Mount Comfort and Garland. Tri-Cycle Farm, a nonprofit teaching farm is located directly north. Other nonresidential services including churches, parks, a police and fire station, and commercial businesses also located in the area. Staff finds the proposed RI-U rezoning compatible with surrounding uses. RI-U permits a mix of low-intensity residential types, including up to four-unit buildings, but maintains a minimum lot width of 18 feet. Several rezonings in recent years have slowly increased the permitted density in the area, with an anticipated increase in the built environment as those areas redevelop. The applicant has indicated an intent to add two additional homes, though staff finds up to five lots could potentially be created along the street or trail. That said, staff finds that parking, drainage, tree

preservation and other requirements will likely limit the development potential of the parcel. While RSF-4 and RI-U allow similar uses, RI-U permits housing to be attached and be built on smaller lots, encouraging compatible infill development without disrupting neighborhood scale.

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 RI-U 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 moderate infill score of 7, indicating it is a suitable location for infill development. The property also fronts on to Midtown Trail, a recent public improvement by the city in the area that would enable residents to utilize alternative means of transportation. Infill in this area 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 **7** for this site. The following elements of the matrix contribute to the score:
1. Adequate Fire Response (Station 8, 2266 W. Deane St.)
2. Near Water Main (8-inch main, Maxwell Dr.)
3. Near Sewer Main (6-inch main, Maxwell Dr.)
4. Near Grocery Store (Harps)
5. Near City Park (Lewis Soccer Complex)
6. Near Paved Trail (Midtown Trail, On Subject Parcel)
7. Near Razorback Bus Stop (Garland and Sycamore)

DISCUSSION:
At the September 8, 2025 Planning Commission meeting, a vote of 6-2-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and Commissioner McGetrick seconded. The applicant presented examples of trail-oriented developments, as well as information about adjacent services, financing challenges associated with ADU construction, and the implications of parking requirements for fee-simple lots versus ADUs due to recent state law changes. Ten members of the public spoke at the meeting, with seven speaking in opposition and three speaking in support of the request. Those speaking in opposition cited traffic and safety concerns, noting the narrow pavement width of Maxwell Dr. as well as the lack of sidewalks, presence of steep drainage swales, illegal parking, and the difficulty of navigating two-way access on the street, especially for emergency vehicles. Other concerns included loss of existing housing units and a desire for a less intense zoning request or larger units. Comments in support of the request cited existing by-right allowances on the property, recommendations by the housing task force and recent code changes, the need for additional small housing units adjacent to alternative forms of transportation, and the potential for the units to be sold fee-simple. Commissioners voting in favor of the request cited the proximity of the adjacent trail, bus stop, and other nonresidential services such as Harps, the need and desire for less car-oriented development, and the potential for homeownership by permitting additional subdivision of lots. Commissioners also noted that traffic would be further evaluated with development and that the addition of two ADUs without any additional parking spaces could be more detrimental to the neighborhood than the addition of fee-simple lots where parking could be required. Commissioners Garlock and Payne voted against the rezoning. Commissioner Garlock stated that, while he would generally be supportive of the request if it were located on a more improved street, he could not vote in favor of the rezoning given concerns regarding traffic safety.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-1785

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-36 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 1146 NORTH MAXWELL DRIVE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-1785

Item ID

10/7/2025

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

Jonathan Curth	9/19/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0036: Rezoning (1146 N. MAXWELL DR./BATES-SIEMEK, 365): Submitted by WESLEY BATES for property located at 1146 N. MAXWELL DR. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.30 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:

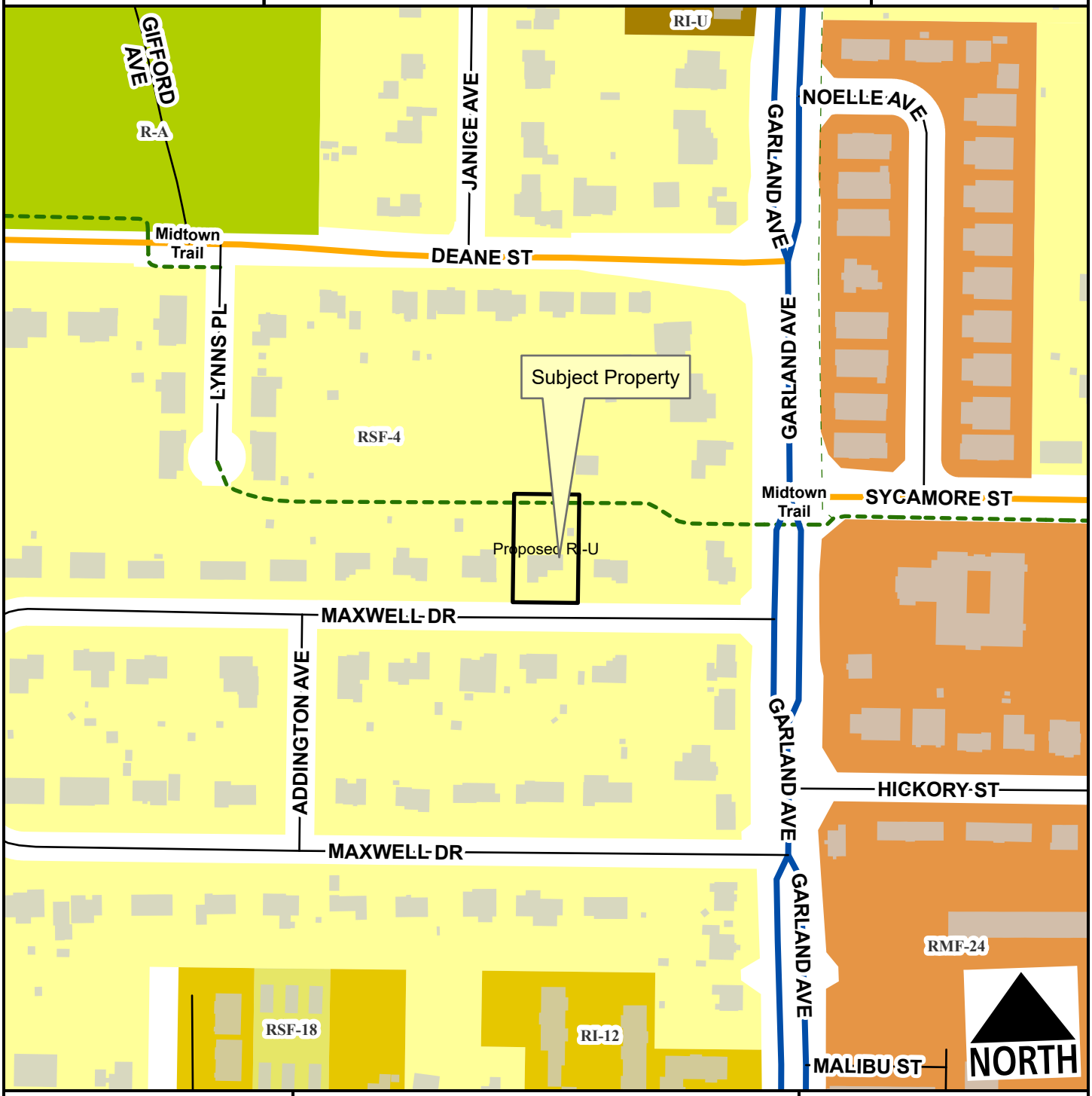
Comments:

RZN-2025-0036

Close Up View

1146 N. MAXWELL DR

RZN-2025-0036
EXHIBIT 'A'



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

RZN-2025-0036
EXHIBIT 'B'

Parcel ID 765-08117-000:

Lot Numbered Ten (10) of Maxwell Addition to the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: September 8, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0036: Rezoning (1146 N. MAXWELL DR./BATES-SIEMEK, 365):** Submitted by WESLEY BATES for property located at 1146 N. MAXWELL DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0036** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0036** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is comprised of one parcel totaling 0.30 acres, located approximately 200 feet east of the intersection N. Garland Ave. and W. Sycamore St. on the south side of Midtown Trail. The property directly abuts Tri-Cycle Farms and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. It is developed with one 1,158 square foot single-family dwelling which Washington County records indicate was built in 1961. No zoning overlay districts, or master planning areas apply to the parcel. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Tri-Cycle Farms	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	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 RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received multiple inquiries and four public comments in opposition to the proposed rezoning, citing narrow streets, increased traffic, inadequate parking, noise, higher infrastructure demands, drainage concerns, loss of existing housing, and a general opposition to more rental units. A public comment in opposition was also provided via phone, citing traffic,

potential negative impacts to the existing neighborhood character, and general opposition to any increase in density.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property's frontage along N. Maxwell Drive, a Residential Link, is partially improved 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 property. There is an existing 8-inch water main on the south side of the subject property along the south side of N. Maxwell Drive.

Sewer: Sanitary sewer is available to the subject property. There is an existing 6-inch sewer main on the south side of the subject property along the north side of N. Maxwell Drive. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1,100 linear feet downstream of this property.

Drainage: No portion of the property lies within a FEMA floodplain or the Hillside Hilltop Overlay District. No protected streams or hydric soils are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 8, located at 2266 W. Deane St., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

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

Tree Preservation:

The proposed zoning district, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, 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 **7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, 2266 W. Deane St.)
- Near Water Main (8-inch main, Maxwell Dr.)
- Near Sewer Main (6-inch main, Maxwell Dr.)
- Near Grocery Store (Harps)
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Midtown Trail, On Subject Parcel)
- Near Razorback Bus Stop (Garland and Sycamore)

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:*** **The subject property is primarily surrounded by single-family homes to the east, west, and south, though there are nearby apartment complexes on Mount Comfort and Garland. Tri-Cycle Farm, a nonprofit teaching farm is located directly north of the subject area. Other nonresidential services including churches, city parks, a police and fire station, and commercial business are also located in the area. Staff finds the proposed RI-U rezoning compatible with surrounding uses. RI-U permits a mix of low-intensity residential types, including up to four-unit buildings, but maintains a minimum lot width of 18 feet. Several rezonings in recent years have slowly increased the permitted density in the area, with anticipated increased in the built environment as those areas redevelop. The applicant has indicated an intent to add two additional homes, though staff finds up to five lots could potentially be created along the street or trail. That said, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel. While RSF-4 and RI-U allow similar uses, RI-U permits more housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale.**

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 RI-U 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 7 with a weighted score of 8, indicating it is a suitable location for infill development. The property also fronts onto Midtown Trail, a recent public improvement by the city in the area that would enable residents to utilize alternative means of transportation. Infill in this area 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: **The applicant has stated that they have requested this rezoning to create two small housing units facing Midtown Trail. Staff finds that two separate dwelling units could be constructed by right as accessory dwelling units with no additional parking required. A rezoning to RI-U would permit those units to be subdivided onto individual lots, potentially enabling home-ownership of smaller, more attainable dwelling units in an area of town with a relatively high concentration of services, amenities, and employment opportunities.**

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

Finding: **Staff finds that rezoning the property to RI-U is not likely to create or appreciable increase traffic danger and congestion since the subject property is relatively small. RI-U would also permit trail-oriented development in line with recent code changes. Any street improvements required in this area would be determined at the time of development proposal.**

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

Finding: **Rezoning the property from RSF-4 to RI-U has the potential to alter the population density when considering that RI-U has no set density limitation. However, given the presence of existing public infrastructure, the presence of Midtown Trail on the northern portion of the property, and proximity to nonresidential services such as grocery stores, transit and parks, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. While there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1,100 linear feet downstream of this property, the small size of the property is also likely to naturally limit the development capacity of the parcel. 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-2025-0036 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: September 8, 2025	**❒ Tabled**	**☒ Forwarded**	**❒ Denied**
Motion: WERNER	"I move to forward RZN-2025-0036 to the City Council with a recommendation of approval."		
Second: MCGETRICK			
Vote: 6-2-0 (PAYNE / GARLOCK OPPOSED)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family –Four (4) Units Per Acre
  - §161.12 Residential Intermediate-Urban
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Request Letter
- Public Comment

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(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.

161.12 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.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

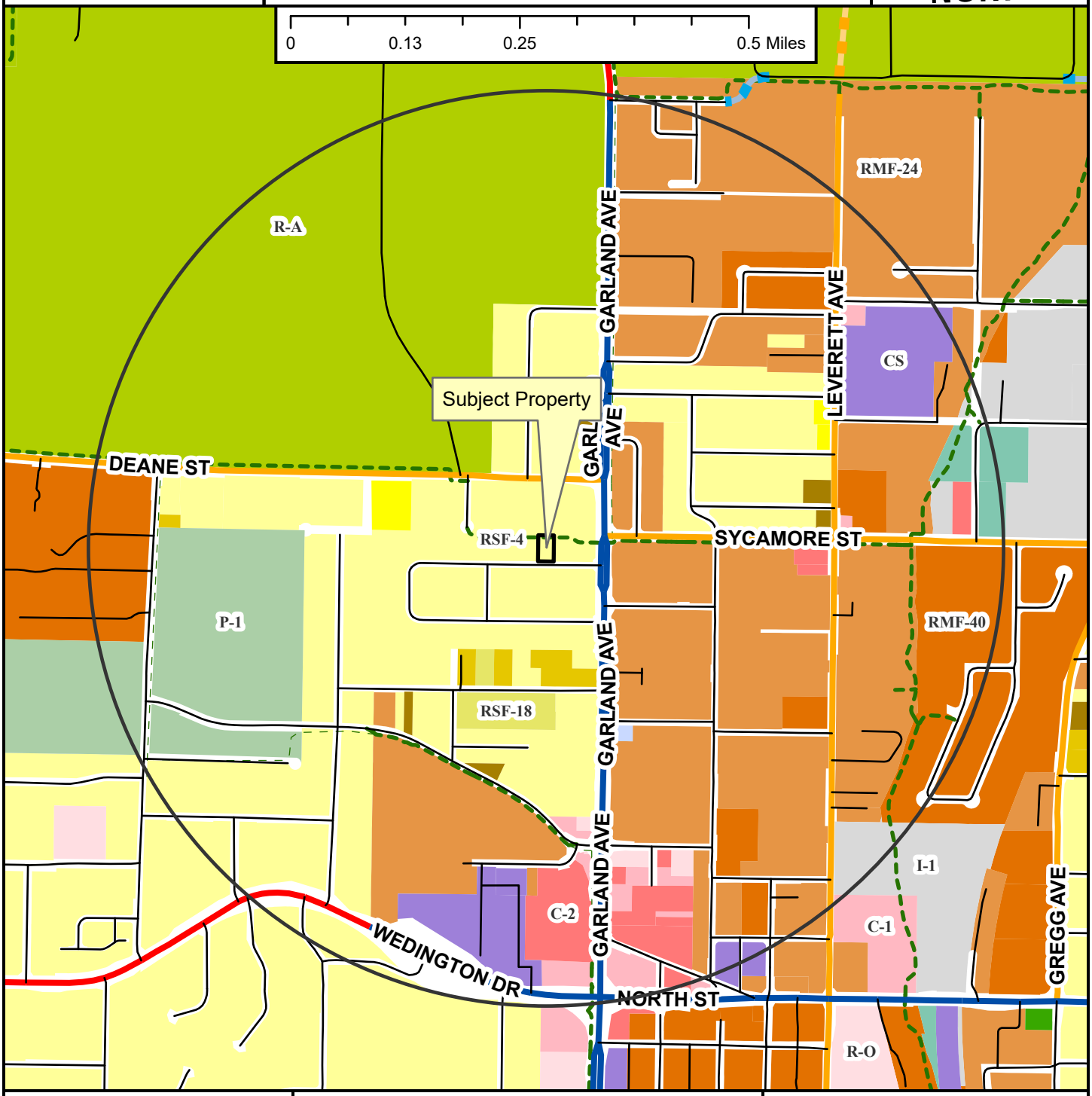
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 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-2025-0036

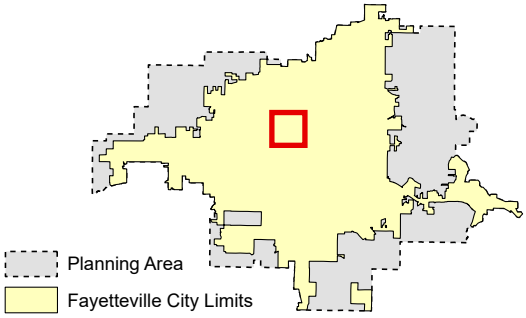
One Mile View

1146 N. MAXWELL DR

NORTH



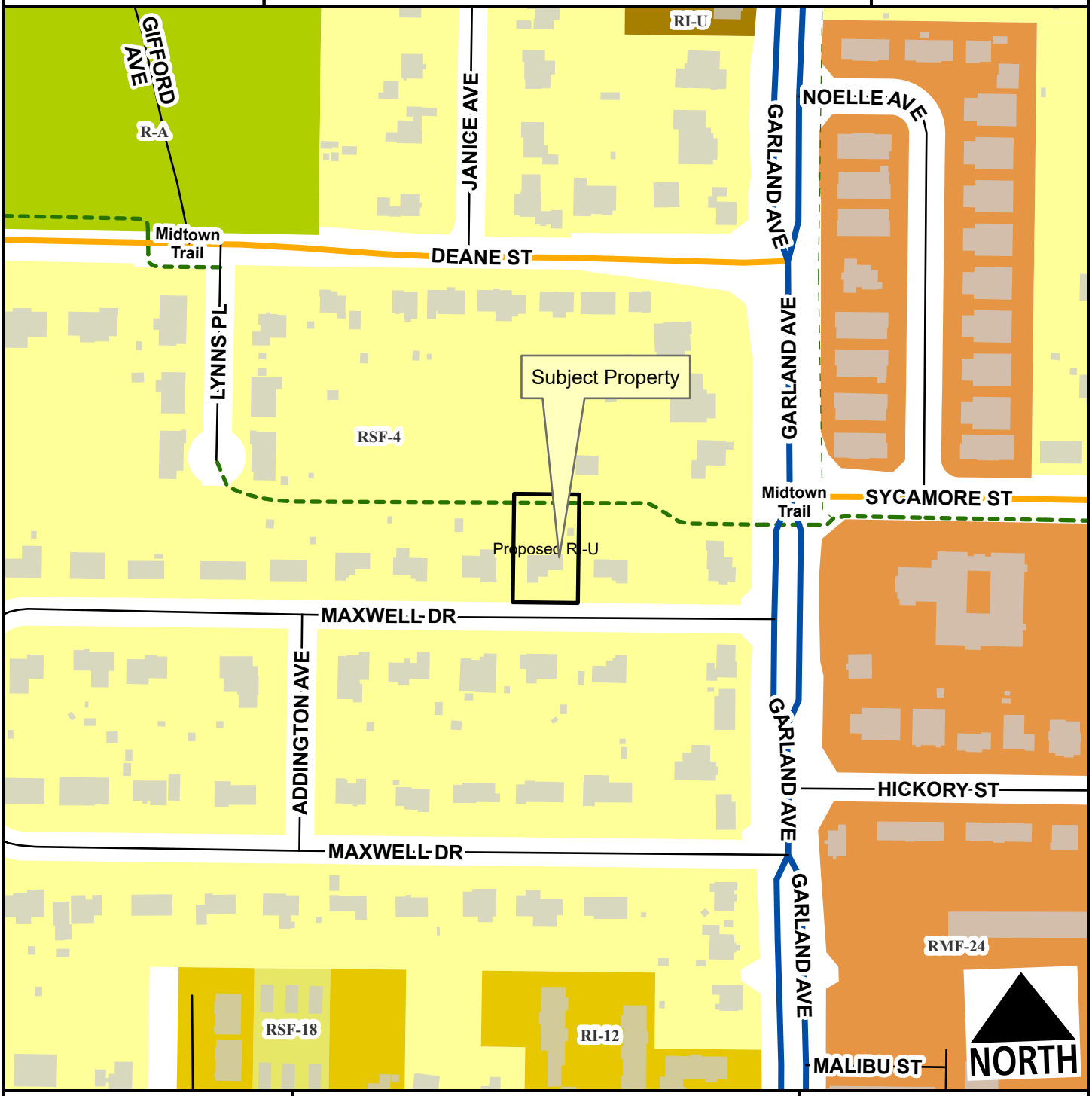
Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



RZN-2025-0036

Close Up View

1146 N. MAXWELL DR



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.3
RSF-4	0.3	0.0

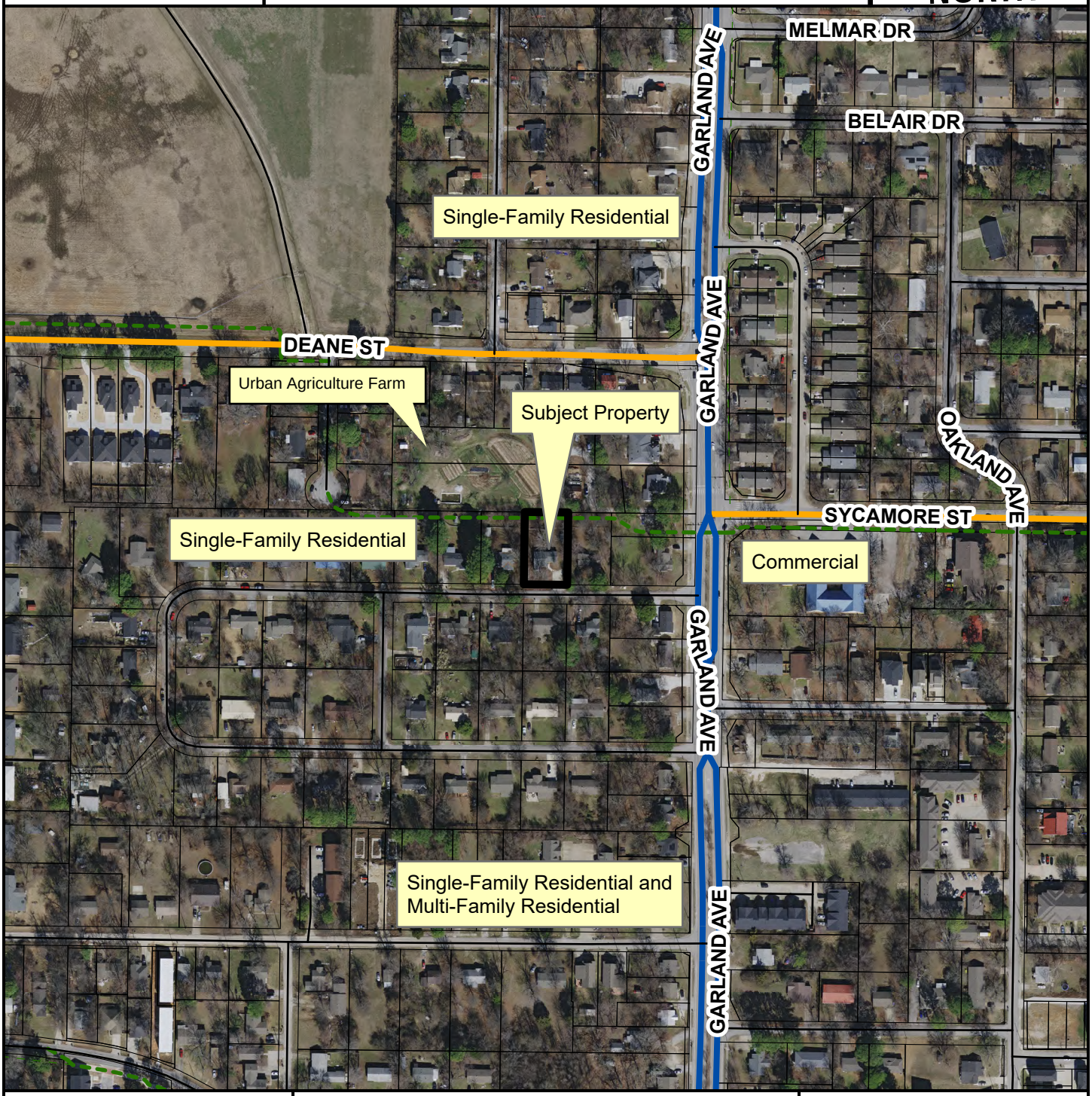
Total 0.3 ac

RZN-2025-0036

Current Land Use

1146 N. MAXWELL DR

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

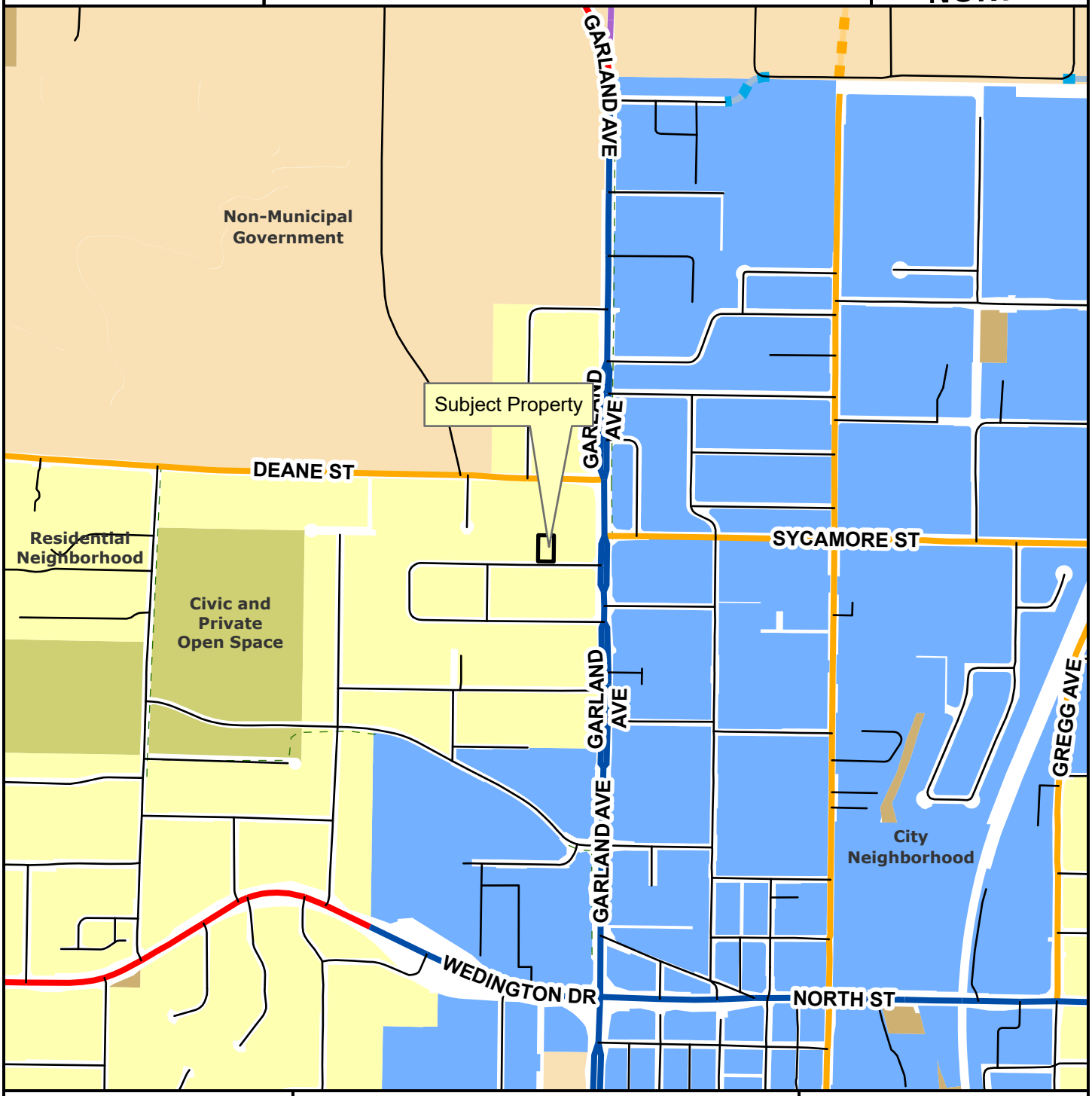
- 100-Year Floodplain
- Floodway

RZN-2025-0036

Future Land Use

1146 N. MAXWELL DR

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned 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

To the Planning Commission and City Staff,

I am writing to respectfully request the rezoning of the property at 1146 N Maxwell Drive from Residential Single-Family, 4 units per acre (RSF-4) to Residential Intermediate-Urban (RI-U).

This property backs up directly to the new Midtown Trail, part of Fayetteville's expanding trail network, and is located just across from Tri-Cycle Farms. The site offers a rare opportunity to create two small housing units that connect directly to the trail and are within walking or biking distance of local amenities, including the new neighborhood coffee shop on Sycamore Street. The property is also located close to a city bus route, supporting transit-oriented development and reducing car dependency.

The proposed RI-U zoning would allow for gentle density in a way that's compatible with the existing residential character, while offering more housing options in a highly livable and connected location. Small-scale, trail-oriented housing at this site would support the City's goals of sustainability, equity, and smart growth.

Statement of Compatibility:
This rezoning is compatible with surrounding land uses and Fayetteville's broader planning vision. The property is located in a walkable, bikeable neighborhood with existing mixed housing types nearby. RI-U zoning maintains a residential form and scale, while allowing for incremental infill that fits within the existing neighborhood context. The proximity to trail infrastructure, transit, and local businesses makes this an ideal site for thoughtful, modest densification.

Thank you for your time and consideration. We believe this rezoning aligns with the values of the community and offers a meaningful opportunity to support housing diversity and connectivity in Fayetteville.

Sincerely,
Wes Bates

Wonsower, Donna

From: Planning Shared
Sent: Friday, August 29, 2025 7:50 AM
To: Wonsower, Donna
Subject: FW: Rezone for 1146 N Maxwell Dr.
Attachments: Letter to Planning 082825.docx

RZN-2025-0036

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

From: Christine Myres <christine.myres@gmail.com>
Sent: Thursday, August 28, 2025 5:10 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rezone for 1146 N Maxwell Dr.

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.

I have attached a letter for the Commission about this rezoning request, and would appreciate it being distributed to the members. Thank you.

Christine A. Myres



"Give up all hope of a better past" Prudence MacLeod
"Never give up hope of a better future." said someone or other.

August 28, 2025

To the Fayetteville Planning Commission

Re: Rezoning request for 1146 N. Maxwell Dr.

RSF-4 to RI-U

I am writing to ask the Planning Commission to deny this requested rezoning. I live next door at 1158 N. Maxwell Dr. and own my home. As a former member of the Commission I am aware of the ramifications of most rezoning requests.

The idea of adding to the current traffic on our narrow street is troublesome, since there is no opportunity to widen the road; there are ditches on both sides, we currently have no sidewalks, and the street is only wide enough for two cars at best. There are frequently cars parked on the sides of the street (often for days at a time) and that narrows the driving lane to one car. When you turn the corner from Garland, you never know if you will have the whole road to drive down the block or not.

Our neighborhood is largely single-family owner occupied and although there are several rentals, they still conform to the single-family model. Adding two more units at the back of the .3-acre lot does not conform to best practices for this type of neighborhood. I believe they are allowed one 'accessory' unit under current zoning? Unless there is adequate off-street parking, the addition of any units would create an unsustainable situation for the street. Currently, the rental house residents frequently park on the street since there is inadequate parking in the driveway; the renters have 4 cars. And of course, if they have visitors, those park in the street.

Please consider this request carefully, as you usually do, in light of the increased traffic and cars using our narrow street. I am especially concerned that this will create a precedent for others to overload a small lot with too many dwelling units and consequently create more traffic and car problems.

Yours sincerely,

Christine A. Myres

1158 N. Maxwell Dr.

Fayetteville, AR 72703

Wonsower, Donna

From: Planning Shared
Sent: Thursday, August 28, 2025 9:18 AM
To: Wonsower, Donna
Subject: FW: 1146 North Maxwell propose rezoning from RSF-4 to RI-U

Follow Up Flag: Follow up
Flag Status: Flagged

Re: RZN-2025-0036

Zak Tamijani
Planning Technician
Development Services
City of Fayetteville
479-444-3443
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Mei Ziegler <Mei.Ziegler@arisahealth.org>
Sent: Wednesday, August 27, 2025 5:25 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: 1146 North Maxwell propose rezoning from RSF-4 to RI-U

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.

Planning Commission,

I received a letter today from Wesley Bates requesting a rezoning of a property that is across from mine.

I believe he wants to add two tiny houses behind his property that will face the bicycle trail. My understanding is that under current city laws, he can add two ADUs without any parking requirements, however, he does want to add a driveway west of his property so there can be access to the tiny houses behind the current house, thus the proposed rezoning.

My concern is if this were to take precedence and every house here were to add two ADUs to their backyards, wouldn't that put stress to our sewer system, and how can we address the increased traffic on a narrow street like North Maxwell? Have we addressed the increased noise level from traffic?

My other concern is wouldn't this devalue the surrounding properties, and take away the aestheticness of the area? I enjoyed living here for over 20 years because of the peacefulness, and hopefully for the next 20 years.

Thank you for your kind consideration.

Regards,

Mei Ziegler

479-466-5125

Disclaimer: The information contained in this message may be confidential and any unauthorized retention, forwarding, printing, copying, distribution, or use of such information by the addressee or any other recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately and permanently delete all electronic record of this message and any hardcopies you may have created.

Secured by Paubox - HITRUST certified

Wonsower, Donna

From: Planning Shared
Sent: Thursday, August 28, 2025 4:36 PM
To: Wonsower, Donna
Subject: FW: Proposed Re-Zoning at 1146 N. Maxwell Dr. In Fayetteville

For you!

Jessie Masters, AICP
Planning Director
Development Services
City of Fayetteville, Arkansas
(479) 575-8239
www.fayetteville-ar.gov
Website | Facebook | Twitter | Instagram | YouTube

-----Original Message-----
From: Lorraine Miller <lwmiller46@yahoo.com>
Sent: Thursday, August 28, 2025 11:43 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Proposed Re-Zoning at 1146 N. Maxwell Dr. In Fayetteville

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.

I received a letter from Wesley Bates regarding a proposed re-zoning from RSF-4 to RI-U at 1146 N. Maxwell, the residence is next door to the residence directly across the street from me. I live at 1157 N. Maxwell.
I have lived in my home since the summer of 1979…46 years. During these last 4 1/2 decades, I have witnessed changes in our neighborhood… some good, others not so good.
In the past several years, many good things have happened on N. Maxwell and S. Maxwell , connected by the curve at the end of the street. Younger people, some of whom are families with young children have been moving in. Often, before they move in, I have observed extensive remodeling (if not complete remodeling of the interior), being done. While taking my daily walk with my dogs around the N Maxwell/ S Maxwell blocks, I have observed this and met so many of my new neighbors and their children playing outside. It's a good feeling to see this re-vitalization of the neighborhood I love so much!
However, as I see more children riding their bikes or trikes on our street, or young couples with a stroller taking their newborn around the loop, I worry because we now have more vehicles on our very narrow street. I also worry about the increased traffic on our loop as I walk my dogs.
We have a few homes in our neighborhood that are rental homes, often renting to students all of whom have their own vehicles. It's just a LOT of added vehicles to a very narrow street. For example, the address requesting re-zoning is currently occupied by students. There are usually at least 4 SUV's and often 5 vehicles parked in the driveway and on the street. Needless to say, navigating down the street around these cars is quite difficult, especially when meeting cars.

Now, as I understand the proposal, by adding 2 additional residences with parking for additional vehicles in the back yard of the current home, this can only magnify an already serious problem.

Often, I wonder how our trash and re-cycling trucks can make it around the loop. I especially am concerned during the " mowing season" when additional trucks and trailers are providing yard work to neighbors. Just this week, I noticed where a mailbox had been hit, the wooden post split obviously by a vehicle. This is one of the homes that was completely renovated before she moved in. This tells me she intends on staying in our neighborhood for a while. I hate this for her. Another neighbor has had her mailbox hit several times and has had a difficult time finding a place to put it so this won't happen.

I am afraid if this re-zoning request is approved, it will only be the beginning. Other people who own rental property will see this as an opportunity for increased income and do the same. A very bad problem can only get worse when this happens.

I very much appreciate your taking the time to read my letter. I love my home and my neighbors and we ABSOLUTELY do not need increased vehicles and traffic on our streets. Please, please deny this request.

Respectfully,

Lorraine Miller
1157 N. Maxwell Dr.
Fayetteville, AR 72703

Sent from my iPad

Wonsower, Donna

From: Planning Shared
Sent: Thursday, September 4, 2025 5:11 PM
To: Wonsower, Donna
Subject: FW: Rezoning request for 1164 North Maxwell

Follow Up Flag: Follow up
Flag Status: Flagged

Concerning RZN-2025-0036

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

From: Lisa and David McClure <hiscouple@att.net>
Sent: Thursday, September 4, 2025 3:49 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Rezoning request for 1164 North Maxwell

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.

I am the owner and resident at 1218 North Maxwell, which is four houses west of the proposed rezoning of 1146 North Maxwell Drive and I am opposed to the rezoning of the property.

I have lived in my home since 1989, and raised my family in this home. During the 36 years of living in our neighborhood, I have seen many changes. When I first moved in, both North and South Maxwell were a mix of younger to middle aged residents who were raising their families, enjoying the large yards and mature trees. The streets were quiet, and kids rode their bikes with no concern of being hit by a car. During the early 2000's, residents started the Maxwell-Stephens-Hendrix Neighborhood Association to work together to keep our neighborhoods safe from encroachment of apartments, as there seem to be a trend for developers to buy older homes, tear them down, and build duplexes or small apartment complexes on the lot.

Since that time, the trend toward destroying small neighborhoods in favor of rental properties has continued. The most current attempt is the rezoning of the home on 0.3 acres at 1146 North Maxwell from RSF-4 to Residential Intermediate-Urban, and go from a density of 4 units per acre to no density cap. I have been told the plan is to build 2 ADUs, along with parking for the 2 units in the backyard and leave the current structure. Buying older homes in areas close to campus for the purpose of splitting the lot and building "affordable housing" seems to be a current trend in the Fayetteville housing

market. For example – the single family home on a half acre lot at 1254 West Hendrix was split in 2020 into 3 lots. Each lot now has a housing unit and an ADU, with a parking lot in the middle of the lot, for a total of 6 housing units.

While this appears to be a way to offer "affordable" housing and address the housing crisis in Fayetteville, the property at 1146 North Maxwell is not appropriate property to use for such an endeavor due to issues with the lot size, street size, and drainage issues.

The lot size for the Maxwell property is approximately 88 feet wide and 139 feet deep, according to the GIS map on the City's website. The property on Hendrix prior to being split into 3 lots, is 105 feet wide and 210 feet deep – almost twice the size of the Maxwell property. The parking area for the 6 units on Hendrix is 95 feet wide and 61.6 feet deep. The total area from the back of the house on North Maxwell to the Midtown Trail boundary is 88 feet wide and 64.3 feet deep – smaller than just the parking area for the ADUs on Hendrix. Add 2 ADUs, and parking becomes non-existent, meaning residents will have to park in the front yard or on the street.

North Maxwell is a very narrow street with ditches on either side, making it difficult for 2 vehicles to pass each other. People will have to park on the road due to the lack of parking at their ADU, and their guests would also have to park on the street. This makes it difficult for emergency vehicles to navigate the road. The road is narrow enough if cars were parked on the side and another car was coming the other direction, emergency crews would not be able to get down the street. The current house at 1146 has 4 vehicles, and adding more beds to the property will result in more cars. The probability of cars parking on the street is very high, which will make access to houses further in the neighbor difficult for both residents and emergency services.

There is also concern that there will be storm water drainage issues due to the loss of natural drainage once more solid surfaces are installed. For proper water drainage, most civil engineers recommended 1/8th inch for every foot of slope for water to drain properly. There is approximately 271 feet between the 1146 property, which currently at 1,300 feet elevation, and the start of our property, which is at 1,293 feet. Removing the natural drainage area a back yard provides will mean the storm water will have to find a new path to flow, since it cannot naturally soak in to the grassy area. We have already lost the natural drainage ditch behind the houses when it was filled in for the Midtown trail, so removing more natural drainage and building solid surfaces will increase the drainage issues.

While I appreciate that Fayetteville is having an affordable housing crisis, I do not believe coming into old, established neighborhoods and building ADUs, duplexes, and other housing units that will become rentals is the way to fix the crisis. Our City is already 58% rentals, and more and more owner homes are being torn down so developers can build rental property. The most recent Federal Reserve Survey of Consumer Finance shows that homeowners are 43 times more wealthy than renters. We need home owners – not renters – to come to Fayetteville to ensure our city continues to be a thriving, multi generational, multi cultural community and not just another college town full of apartment complexes and chain restaurants. We need to have housing that encourages people to want to buy a stake in our city and help it to thrive.

I ask that the Council deny this rezoning request and leave our neighborhood a place where people can afford to buy small starter homes with green space for their kids to play. Keeping small family homes as homes, not multi people units is the best way to solve our affordable housing crisis and ensure growth for our city.

Lisa McClure

1218 North Maxwell Drive
479-466-9689

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1812

MEETING OF SEPTEMBER 30, 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-2025-0034: Rezoning (3066 N. JOYCE BLVD./BERKSHIRE AT UPTOWN, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3066 E. JOYCE BLVD. in WARD 3. The property is zoned RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL and contains approximately 4.01 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in north Fayetteville approximately 700 feet north of N. Crossover Road's intersection with E. Joyce Boulevard. While the full property contains 9.05 acres, the applicant is requesting to rezone only a 4.01-acre portion of the site. The overall property has approximately 700 feet of frontage along N. Crossover Road, a Regional Link – High Activity street, and also has street frontage along the eastern side along E. Joyce Boulevard, a Residential Link Street in this location. The property was rezoned to its current designation in 2022.

Request: The request is to rezone a 4.01-acre portion of the property to CS, Community Services. A large-scale development that was previously approved for this property has expired; the applicant has indicated an intent to move forward with that development following a reconsideration of this zoning district.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: The surrounding property is a mix of land uses, and staff finds that the applicant's request is compatible with those surroundings. While the current zoning designation on this property took a nuanced approach to the surrounding land uses, staff recognizes that the development pattern in the area has changed. To the east, former agricultural land is being developed into a new public school, accompanied by a full redevelopment of the street infrastructure along E. Joyce into a neighborhood link street. To the south is a commercial strip, to the west beyond a divided state highway, N. Crossover Road, are single-family homes, and to the north is multi-family residential. The overall property has frontage along N. Crossover Road, as well as what as the current alignment of E. Joyce Boulevard. CS includes an allowable building height of up to 5 stories, which staff finds given the new surroundings, is compatible with the area. The change in zoning from lower intensity districts to CS throughout the site is consistent with the change in street alignment, proposed

new traffic patterns, and addition of a public school in the area.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a City Neighborhood Area, which indicates an intent for more densely developed residential in close, connected proximity to commercial and neighborhood services. This zoning request can support goal #3 of City Plan 2040, by growing the potential for a more compact, complete, and connected development pattern. The request will also create opportunities for attainable housing by expanding the potential variety of housing types in the area, help grow a livable transportation network (goal #4) by bringing added density to an area with existing transit stops, and bring services and residences within walking distance to a school.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of 4-7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #5, 2979 N. Crossover Rd.)
- Near Sewer Main (West side of N. Crossover Road)
- Near Water Main (South side of the property)
- Near Public School (Forthcoming; FPS under development)
- Near Paved Trail (Bike Lanes on N. Crossover Road)
- Near ORT Bus Stop (Route 30)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:
At the September 8, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Paynce made the motion and Commissioner Madden offered the second. Commissioners offered little comment, finding the request to be compatible. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2025-1812

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-34 FOR APPROXIMATELY 4.01 ACRES LOCATED AT 3066 EAST JOYCE BOULEVARD IN WARD 3 FROM RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND NS-G, NEIGHBORHOOD SERVICES-GENERAL TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RI-12, Residential Intermediate, 12 Units Per Acre and NS-G, Neighborhood Services - General to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-1812

Item ID

10/7/2025

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

Jonathan Curth	9/19/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0034: Rezoning (3066 N. JOYCE BLVD./BERKSHIRE AT UPTOWN, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3066 E. JOYCE BLVD. in WARD 3. The property is zoned RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL and contains approximately 4.01 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

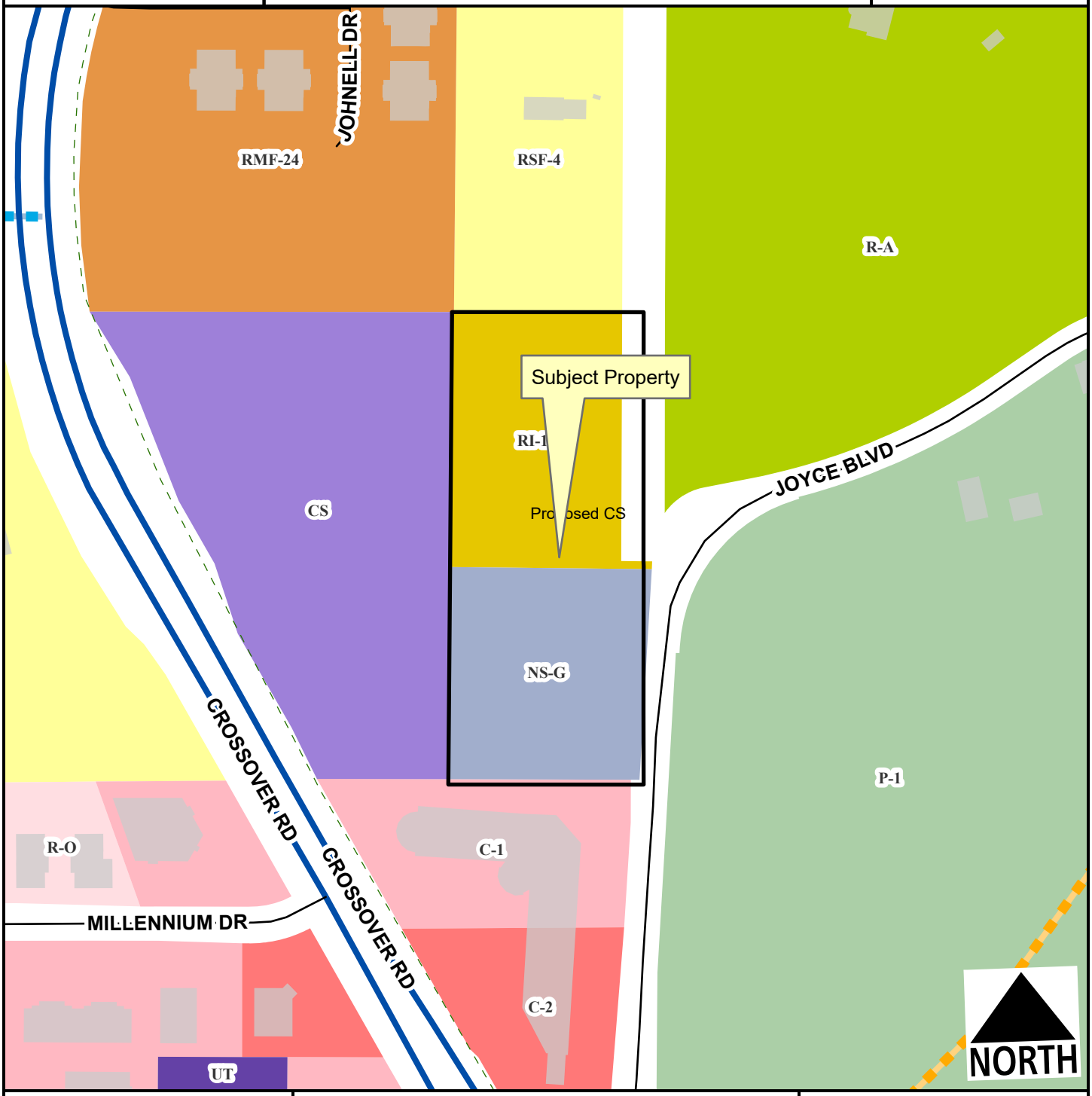
Comments:

RZN-2025-0034

Close Up View

Berkshire @ Uptown

EXHIBIT A



- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
C-1	0.0	0.0
CS	0.0	4.0
NS-G	1.8	0.0
RI-12	1.9	0.0
Total	**4.0 ac**	

JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

EXHIBIT B

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

LEGAL DESCRIPTIONS FOR:
PROPOSED ZONING CHANGES TO PARCEL #765-13240-000

PARCEL #765-13240-000:
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 30, AND RUNNING S87°45'58"E 574.79 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE EASTERN RIGHT OF WAY OF NORTH CROSSOVER ROAD (HIGHWAY 265), AND RUNNING THENCE S87°45'58"E 756.42 FEET; THENCE S02°10'59"W 653.15 FEET; THENCE N87°48'59"W 449.63 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF NORTH CROSSOVER ROAD (HIGHWAY 265), AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES: N23°21'57"W 87.10 FEET; N26°43'18"W 150.00 FEET; N15°24'41"W 101.98 FEET; N26°46'18"W 100.00 FEET; N18°33'28"W 183.46 FEET AND N28°44'53"W 102.17 FEET TOT HE POINT OF BEGINNING, CONTAINING IN ALL 9.05 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

PROPOSED REZONE RI-12 to CS:
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 30, AND RUNNING S87°45'58"E 1066.21 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE S87°45'58"E 265.00 FEET; THENCE S02°10'59"W 350.88 FEET; THENCE N87°22'58"W 267.65 FEET; THENCE N02°37'02"E 349.09 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 2.14 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

PROPOSED REZONE NS-G to CS:
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID SECTION 30, AND RUNNING S87°45'58"E 1331.21 FEET AND S02°10'59"W 350.88 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE WESTERN RIGHT OF WAY OF EAST JOYCE BOULEVARD, AND RUNNING ALONG SAID RIGHT OF WAY S02°10'59"W 302.27 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°48'59"W 269.95 FEET; THENCE N02°37'02"E 304.31 FEET; THENCE S87°22'58"E 267.65 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 1.87 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: September 8, 2025 Updated with results

SUBJECT: **RZN-2025-0034: Rezoning (3066 N. JOYCE BLVD./BERKSHIRE AT UPTOWN, 177):** Submitted by JORGENSEN & ASSOCIATES for property located at 3066 E. JOYCE BLVD. The property is zoned RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, NS-G, NEIGHBORHOOD SERVICES GENERAL and contains approximately 4.01 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0034** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2025-0034** to City Council with a recommendation of approval."

BACKGROUND:
The subject property is in north Fayetteville approximately 700 feet north of N. Crossover Road's intersection with E. Joyce Boulevard. While the full property contains 9.05 acres, the applicant is requesting to rezone only a 4.01-acre portion of the site. The overall property has approximately 700 feet of frontage along N. Crossover Road, a Regional Link – High Activity street, and also has street frontage along the eastern side along E. Joyce Boulevard, a Residential Link Street in this location. The property was rezoned to its current designation in 2022. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1: Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Multi-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
South	Commercial	C-1, Neighborhood Commercial
East	Undeveloped/Agricultural	R-A, Residential Agricultural
West	Single-Family Residential	RSF-4, Residential Single-Family 4 Units per Acre

Request: The request is to rezone a 4.01-acre portion of the property to CS, Community Services. A large-scale development that was previously approved for this property has expired; the applicant has indicated an intent to move forward with that development following a reconsideration of this zoning district.

Public Comment: Staff has not received any public comment on this item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along N. Crossover Road. N. Crossover Road is a fully improved Residential Link – High Activity street with asphalt paving, sidewalk, and curb and gutter. The property also has frontage along E. Joyce Boulevard, which is partially improved with asphalt paving. Improvements to E. Joyce Boulevard are forthcoming with the development of a new public school. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject property. There is an existing 8-inch water main on the south side of the subject property. In addition, there is an existing 12-inch water main on the west side of the subject property along the west side of North Crossover Road.

Sewer: Sanitary sewer is available to the subject property. There is an existing 8-inch sewer main on the west side of the subject property along the west side of North Crossover Road. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 4,500 linear feet downstream of this property.

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 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 2 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 expressed no concerns with this request.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. No portion of the site is located within a FEMA floodplain, there are no hydric soils on site, and there is not a protected stream on the site. The property is not located within the Hillside-Hilltop Overlay District.

Tree Preservation:

The proposed zoning district of CS, Community Services, requires **20% minimum canopy preservation**, which is the same as the existing zoning districts of NS-G, Neighborhood Services General, and RI-12, Residential Intermediate, 12 Units per Acre.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood Area.**

City Neighborhood Areas 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 ranging score of **4-7** for this site, with a weighted score of **6.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #5, 2979 N. Crossover Rd.)
- Near Sewer Main (West side of N. Crossover Road)
- Near Water Main (South side of the property)
- Near Public School (Forthcoming; FPS under development)
- Near Paved Trail (Bike Lanes on N. Crossover Road)
- Near ORT Bus Stop (Route 30)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **The surrounding property is a mix of land uses, and staff finds that the applicant's request is compatible with those surroundings. While the current zoning designation on this property took a nuanced approach to the surrounding land uses, staff recognizes that the development pattern in the area has changed. To the east, former agricultural land is being developed into a new public school, accompanied by a full redevelopment of the street infrastructure along E. Joyce into a neighborhood link street. To the south is a commercial strip, to the west are single-family homes, and to the north is multi-family residential. The overall property has frontage along N. Crossover Road, as well as what is currently called E. Joyce Blvd. CS as an allowable building height of up to 5 stories, which staff finds given the new surroundings, is compatible with the area. The change in zoning from lower intensity districts to CS throughout the site is consistent with the change in street alignment, proposed new traffic patterns, and addition of a public school in the area.**

Land Use Plan Analysis: **Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a City Neighborhood Area, which indicates an intent for more densely developed residential in close, connected proximity to commercial and neighborhood services. This zoning request has the potential to meet goal #3, by growing the potential for a more compact, complete, and connected development pattern. The request will also create opportunities for attainable housing by introducing a variety of housing types in the area, and help grow a livable transportation network (goal #4) by bringing added density to an area with existing transit stops, as well as bringing services and residences within walking distance to a school.**

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

Finding: **A rezone from NS-G and RI-12 to CS is justified to bring the area into agreement with the "City Neighborhood" designation at this site, which would allow a mix of residential and non-residential uses by right and lead to a more compact, complete, and connected neighborhood in this area.**

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

Finding: **Rezoning the property from RI-12 and NS-G as the applicant is requesting does have the potential to appreciably increase traffic at this site. However, given the property's frontage along N. Crossover Road, a north-south Regional Link as well as close access to E. Joyce Boulevard, an east-west connection through the City that is soon to be redeveloped, staff does not find that the request would increase traffic to a dangerous degree. The site also has access to an Ozark Regional Transit line, which helps contribute to meeting the City's goal #4 of growing a livable transportation network.**

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 as the applicant is requesting could alter the population density in the area, though not to an undesirable degree. CS does not have a maximum density, should residential uses be developed. However, given the existing access to utilities and services, staff finds that increased density in this location would take advantage of those existing services and would not negatively impact those existing services. The Fayetteville Public School system did not comment on the 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 approval of RZN-2025-0034.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **September 8, 2025** ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**
with a recommendation of approval

Motion: Payne

Second: Madden

Vote: 8-0-0

BUDGET/STAFF IMPACT:
None

Attachments:

- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Unified Development Code:
  - §161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre
  - §161.19 NS-G, Neighborhood Services – General
  - §161.22 Community Services
- Applicant Request Letter
- Applicant Site Exhibit

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(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 36	Wireless communications facilities

(C) *Density.*

Units per acre	12

(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* 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 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(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; 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 , §§4, 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)

Editor's note(s)—Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood

development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement	None	15 feet

		is filed**. The remaining side setback(s) shall be 10 feet.		

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945 , §7(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services

Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

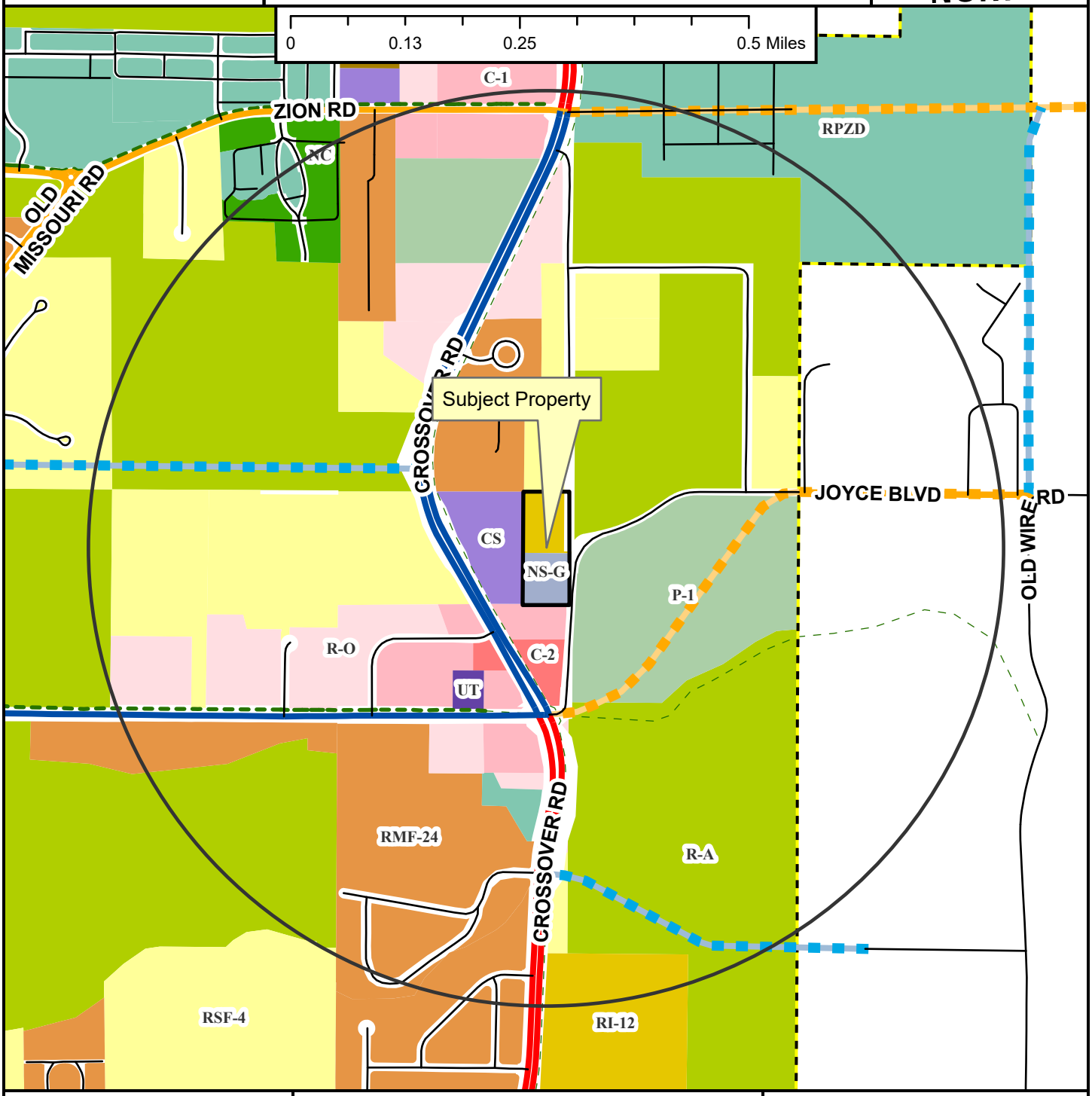
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RZN-2025-0034

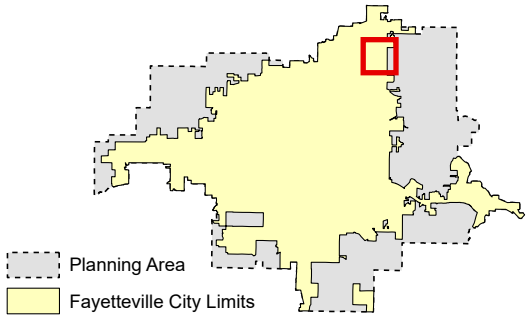
One Mile View

Berkshire @ Uptown

NORTH



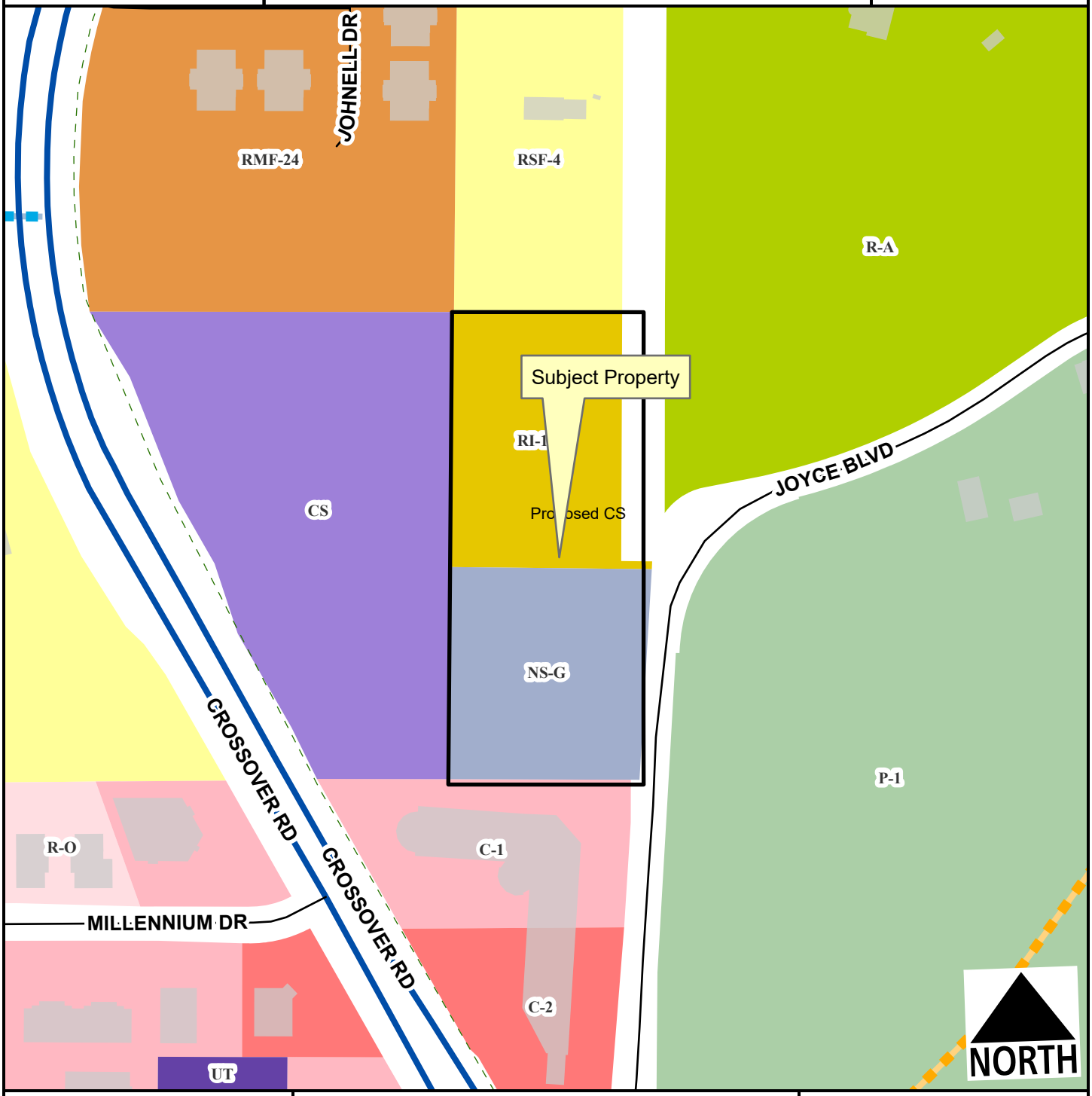
Regional Link
Neighborhood Link
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



RZN-2025-0034

Close Up View

Berkshire @ Uptown



- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

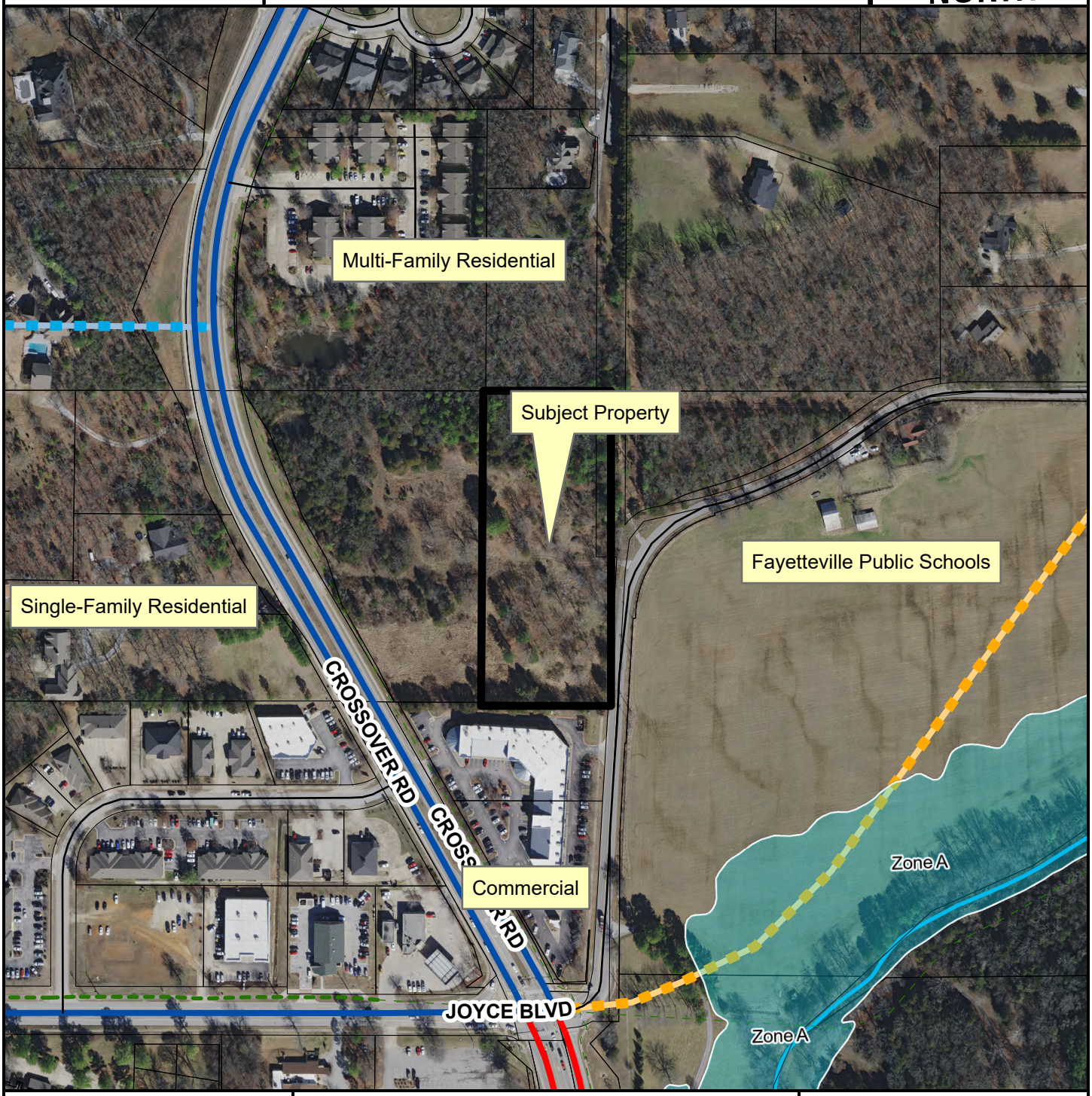
Zone	Current	Proposed
C-1	0.0	0.0
CS	0.0	4.0
NS-G	1.8	0.0
RI-12	1.9	0.0
Total	**4.0 ac**	

RZN-2025-0034

Current Land Use

Berkshire @ Uptown

NORTH



- Regional Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

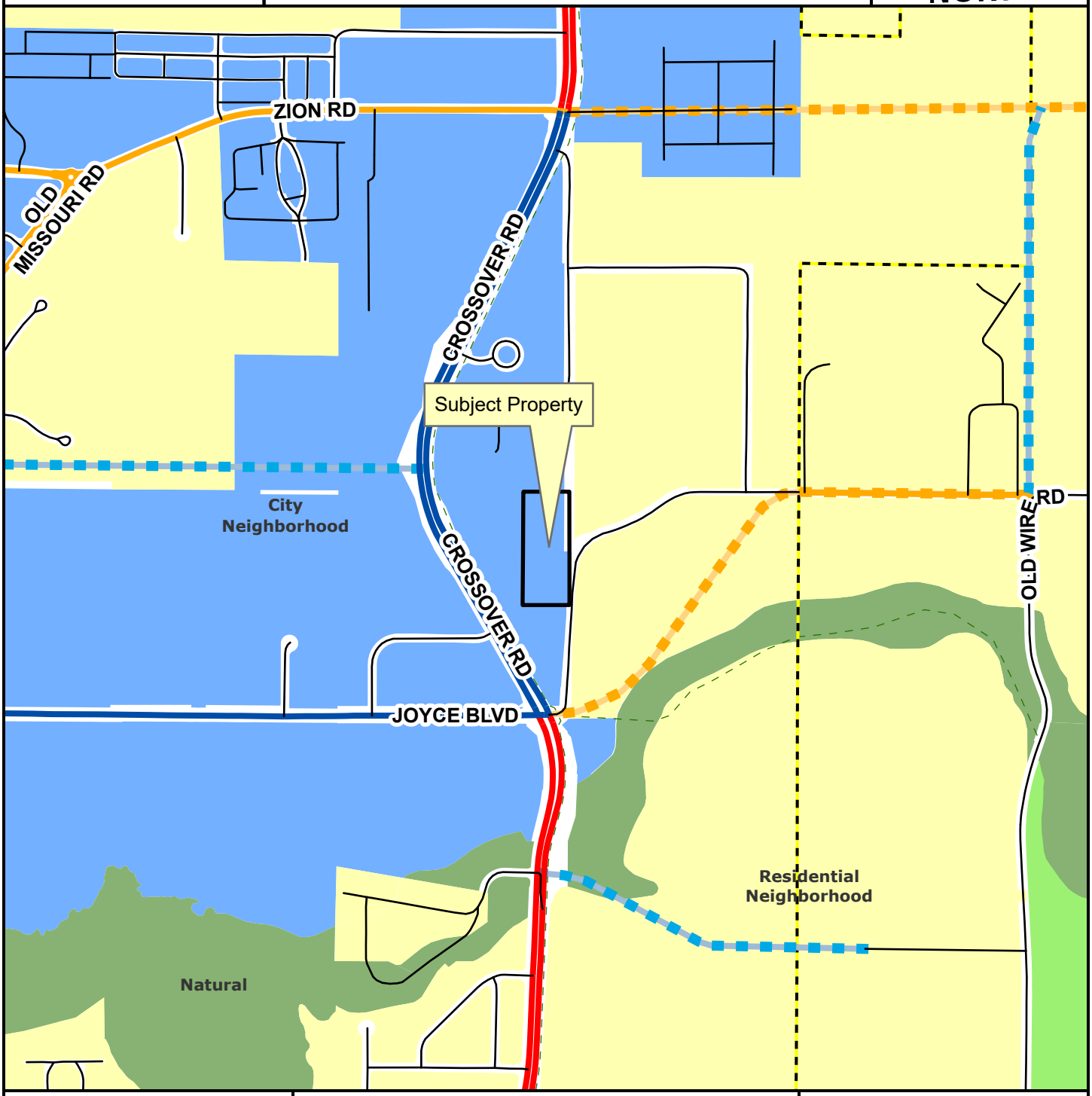
- 100-Year Floodplain
- Floodway

RZN-2025-0034

Future Land Use

Berkshire @ Uptown

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned 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

JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

124 W Sunbridge Drive, Suite 3
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

July 21, 2025

City of Fayetteville
Development Services
J+A Project # 2021-173
CoF Project #2022-0034 & GRD 2023-0065
Re: The Berkshire @ Uptown Rezoning Request

Please accept this request to rezone parcel 765-13240-000. The original zoning was R-A, and then we rezoning it to CS along 265, RI-12 (2.14 acres) in the NE corner, and NS-G (1.87 acres) in the SE corner. After several years and many iterations of designs on the project, the owner has found that the best way to develop this property is to create a Preliminary Plat that will accommodate commercial development in the SW corner and then plat townhome lots, along with some single family, and two-family lots. In all there would be 9.05 acres of CS that will allow for the most flexible setbacks and lot minimum dimensions. The main factor driving this request is lot widths:

RI-12 has a lot min of 50' for single family, two-family, and 90' for 3 and 4 family.
NS-G has a lot min. of 35'.
CS has lot min. of 18'.

This proposed development will have a range of townhomes with widths of 20, some duplexes with widths of 20', and some single family homes with widths of 30'-35'. CS is the most flexible zoning that will allow our development to have a dispersed typology of homes.

Several factors have changed since our original request, namely that Woodland Junior High School is under construction to the east and we feel that the addition of a townhome development be compatible in this area. The site currently has adequate access to water, sewer, and ample street capacity. Of note, there is some downstream sewer capacity issues; however, we have designed the plans and these improvements are scheduled for this winter.

Please review this application and let us know if there are any questions that we may be able to answer.

Thanks.

Blake Jorgensen, PE
Jorgensen + Associates

LEGEND

CURRENT ZONING: CS

CURRENT ZONING: NS-G (1.87 ACRES) REQUESTING CS

CURRENT ZONING: RI-12 (2.14 ACRES) REQUESTING CS

HILLSIDE TERRACE (PUBLIC RIGHT OF WAY VARIES - UNIMPROVED)

JOYCE BLVD (PUBLIC RIGHT OF WAY VARIES - ASPHALT) (POSTED 35 MPH)

NORTH CROSSOVER ROAD (PUBLIC RIGHT OF WAY VARIES - UNPAVED)

JORGENSEN +ASSOCIATES
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Established 1985
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Fayetteville, AR 72703
Office: 479.442.9127
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CERTIFICATE OF AUTHORIZATION — JORGENSEN & ASSOCIATES — No. 732 — ARKANSAS — REGISTERED — SURVEYING

PROJECT TITLE: THE BERKSHIRE @ UPTOWN
LOCATION: FAYETTEVILLE, AR
SHEET TITLE: REZONING EXHIBIT
DRAWN BY: JH
SHEET SCALE: BTS
DATE: 7.20.25
PROJECT FILE: Z:\LSD\2021173 - BERKSHIRE

SHEET # 1