City of Fayetteville, Arkansas

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

City Council Tentative Agenda

Tuesday, October 28, 2025

4:30 PM

City Hall Room 219

City Council Members

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

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

Meeting Information:

1. Webinar ID: 819 7521 6673
   Public Registration Link: https://us06web.zoom.us/webinar/register/WN_hSfbkKAhTuyLZf2_T9DQaA

   AgendaItemComment@Fayetteville-AR.GOV

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

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

A. Consent

A.1. Approval of the October 7, 2025 City Council Meeting Minutes.

A.2. Approval of the October 21, 2025 City Council Meeting Minutes.

A.3. RJN Group, Inc. (Amendment No. 1):
A resolution to approve amendment #1 to the engineering services agreement with RJN Group, Inc. in the amount of $814,113.00 for waterline condition assessments, and to approve a contingency in the amount of $120,000. (2025-2140)

A.4. Transportation Asphalt Patch Truck Replacement:
A resolution to approve the purchase of an FPS asphalt pothole Patch truck from Bergkamp Inc. pursuant to a HGAC Cooperative Purchasing Contract, in the amount of $278,449.00, plus any applicable surcharges, freight or delivery fees up to 10% of the original purchase price. (2025-2142)

A.5. Walker Senior Center Generator and Automatic Transfer Switch Purchase that will Support the Meals-On-Wheels and Senior Nutrition Programs:
A resolution to approve the purchase of a generator and automatic transfer switch from Nixon Power Services, pursuant to a Sourcewell Cooperative Purchasing Contract, in the amount of $59,718.17, plus any additional tariff charges up to 10% of the original purchase price for the Fayetteville Senior Center's Meal-on-Wheels and Senior Nutrition Programs. (2025-2138)

A.6. Approval of On-Call Electrical Contract with King Electric:
A resolution to award Bid #25-49 and authorize a contract with Austin King, Inc. d/b/a King Electric to provide on-call electrical services for one year with automatic renewals for up to four additional one year terms. (2025-2148)

A.7. Approve an Agreement with Fresh Start Junk Removal LLC:
A resolution to approve an agreement with Fresh Start Junk Removal LLC for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms. (2025-2026)

A.8. Recycling and Trash Division Acceptance of an In-Kind Technical Assistance Grant from the Recycling Partnership:
A resolution to authorize Mayor Rawn to sign a Recycling Partnership Grant Agreement and accept an In-Kind Technical Assistance Grant in the amount of $75,000.00. (2025-2008)

A.9. Approval of Grant Agreement with The Recycling Partnership for Recycling Cart Rollout Program:
A resolution to authorize acceptance of a grant from The Recycling Partnership in the amount of $1,648,000.00 to acquire and distribute recycling carts for the conversion to a cart-based recycling program, and to approve a budget adjustment. (2025-2135)

A.10. 2025 Boston Mountain Recycling Grant:
A resolution to authorize acceptance of a 2025 Boston Mountain Recycling Grant in the amount of $10,000.00 for purchasing compost collection containers, and to approve a budget adjustment. (2025-2145)

A.11. FPD Fueling Station Site Plan Design:
A resolution to approve a professional engineering services agreement with Olsson Engineering, pursuant to RFQ #25-01 selection #14, in the amount of $24,350.00, plus a 15% contingency for the site plan design of an on-site fueling station and canopy at the Fayetteville Police Department Headquarters, and to approve a budget adjustment. (2025-1989)

A.12. Approval of an MOU with Washington County to Accept Funding:
A resolution to approve a Memorandum of Understanding with Washington County to accept funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of $123,730.00 for the Police Department, and to approve a budget adjustment. (2025-2029)

A.13. FY2026 STEP Grant Award:
A resolution to authorize acceptance of a 2026 Selective Traffic Enforcement Project Grant Award in the amount of $40,000.00, and to approve a budget adjustment. (2025-1984)

B. Unfinished Business

B.1. 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)

For item history from September 16, 2025 through October 7, 2025, please contact the Office of the City Clerk Treasurer.

At the October 21, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the November 4, 2025 City Council meeting.

B.2. RZN 2025-0033 East Rockwood Trail (Appeal of Planning Commission Denial):
An ordinance to rezone the property described in Rezoning Petition RZN 2025-33 for approximately 0.33 acres located at 922 East Rockwood Trail in Ward 3 from RSF-4, Residential Single-Family, 4 Units Per Acre to NC, Neighborhood Conservation. (2025-1902)

At the October 21, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the November 4, 2025 City Council meeting.

C. New Business

C.1. E-Scooter Crosswalk Ordinance Amendment:
An ordinance to align the City's e-scooter regulations with state law and the City's bicycle regulations by amending § 75.02 Operation of Electric Motorized Scooters. (2025-2014)

C.2. Approval of an Ordinance for Low Frequency Fire Alarm Notifications:
An ordinance to require low frequency fire alarm notification appliances to be installed in each sleeping unit of group R-1 and R-2 occupancies by amending § 173.02 (C) Amendments, Additions, and Deletions to the Fire Prevention Code. (2025-1990)

C.3. Approval of an Ordinance for Hydrant Proximity:
An ordinance to require Fire Department connections to be within 100 feet of a fire hydrant by amending § 173.02 (c) Amendments, Additions, and Deletions to the Fire Prevention Code. (2025-1991)

C.4. 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)

C.5. 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)

C.6. ADM 2025-0036 East Pump Station Road & South Dead Horse Mountain Road:
An ordinance to approve ADM-2025-36 and amend the 2040 Master Street Plan to remove approximately 1 mile of planned neighborhood link street between East Pump Station Road and South Dead Horse Mountain Road in Ward 1. (2025-2019)

C.7. ADM 2025-0039 East Martin Luther King Jr Blvd & South College Ave:
A resolution to approve the dedication of a reduced amount of right of way for a small site improvement plan of about 0.6 acres northwest of the intersection of South College Avenue and East Martin Luther King, Jr. Boulevard pursuant to § 166.04(B)(2) of the Unified Development Code. (2025-2150)

C.8. VAC 2025-0022 West Elm Street & North Leverett Avenue:
An ordinance to approve VAC-25-22 for property located at West Elm Street and North Leverett Avenue in Ward 2 to vacate 0.15 acres of right-of-way. (2025-2149)

C.9. RZN 2025-0041 West Cleveland Street:
An ordinance to rezone the property described in rezoning petition RZN 2025-41 for approximately 2.18 acres located at 1124 West Cleveland Street in Ward 4 from RSF-4, Residential Single-Family, Four Units Per Acre and P-1, Institutional to P-1, Institutional. (2025-2125)

C.10. RZN 2025-0045 South Willow Avenue:
An ordinance to rezone the property described in rezoning petition RZN 2025-45 for approximately 0.70 acres located at 234 South Willow Avenue in Ward 1 from RSF-8, Residential Single-Family, 8 units per acre to RI-U, Residential Intermediate-Urban. (2025-2130)

C.11. RZN 2025-0046 North Penelope Lane:
An ordinance to rezone the property described in rezoning petition RZN 2025-46 for approximately 2.58 acres located at 2097 North Penelope Lane in Ward 4 from R-A, Residential-Agricultural and RMF-24, Residential Multi-Family, 24 units per acre to RI-U, Intermediate-Urban. (2025-2131)

C.12. RZN 2025-0040 South West Avenue:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-40 for approximately 0.23 acres located at 1414 South West Avenue in Ward 1 from RMF-24, Residential Multi-Family, 24 Units Per Acre to RI-U, Residential Intermediate-Urban. (2025-2137)

C.13. RZN 2025-0042 West Deane Street:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-42 for approximately 0.36 acres located at 2201 West Deane Street in Ward 2 from RMF-6, Residential Multi-Family, 6 Units Per Acre to RI-U, Residential Intermediate-Urban. (2025-2139)

C.14. RZN 2025-0044 North Lewis Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-44 for approximately 0.52 acres located at 1229 North Lewis Avenue in Ward 2 from RSF-4, Residential Single-Family, 4 Units Per Acre to UN, Urban Neighborhood. (2025-2141)

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
2025-2140

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **RJN Group, Inc. - Amendment No. 1 for Waterline Condition Assessments**

RECOMMENDATION:
Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with RJN Group, Inc. in the amount of $814,113.00 for Waterline Condition Assessments, and approval of a project contingency in the amount of $120,000.00.

BACKGROUND:
In response to historical failures on aging large-diameter waterlines in the Fayetteville system, the West Transmission Main project was expedited to install a critical third feed of treated water from Beaver Water District to Fayetteville. One goal of that project was to allow critical shut-downs and repairs on other water transmission lines that currently cannot be taken out of service due to demands for water usage in the system.

Construction is progressing on-time and on-budget for the West Transmission line to be operational by Summer 2026. During this time, desktop review and planning for condition assessments of other aging large diameter waterlines has been underway with RJN Group (Resolution 245-24; October 1, 2024). This initial scope has identified the highest critical water transmission mains that should be targeted for field testing and data collection using various technologies.

DISCUSSION:
The proposed amendment with RJN Group will provide for ‘smart-ball’ inspection of the 36-inch diameter waterline from Beaver Water District (approximately 9.8 miles) as well as vibroacoustic inspection of approximately 8.7 miles of additional aging waterlines in town with diameters from 24-inch to 30-inch.

The aim of these inspections is to further refine the areas of highest risk in our water transmission mains so that targeted repairs, rehabilitation, and replacements can proceed in the most cost-effective manner. The proposed contract amendment will allow for final planning, field coordination, preparation, and deployment of each scanning technology. It will also provide the subsequent detailed data analysis, reports, and recommendations for repair, rehab, and/or replacements along these alignments. Furthermore, a contingency is built into the fee to allow flexibility for additional field scans or other data collection if determined to be beneficial for the project to give actionable results. For example, if large portions of the 36-inch waterline from Beaver Water District are determined to have significant wall-loss using the ‘smart-ball’ technology, the team may elect to further investigate this line with additional deployment of the vibroacoustic analysis. Having contingency allows the project to only deploy the secondary scans in most-critical areas, thereby reducing scope and cost.

The existing contract was able to omit soil testing that was part of the project scope, resulting in project savings in the amount of $44,000.00. Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with RJN Group for waterline condition assessments.

BUDGET/STAFF IMPACT:
Funds are available in the Water System Rehabilitation/Replacement account.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment #1 - Agreement for Professional Engineering Services

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

File #: 2025-2140

A RESOLUTION TO APPROVE AMENDMENT #1 TO THE ENGINEERING SERVICES AGREEMENT WITH RJN GROUP, INC., IN THE AMOUNT OF $814,113.00 FOR WATERLINE CONDITION ASSESSMENTS, AND TO APPROVE A CONTINGENCY IN THE AMOUNT OF $120,000.00.

WHEREAS, because of increasing failures of aging large-diameter water transmission liners, on October 1, 2024, the City Council passed Resolution 245-24 authorizing an agreement with RJN Group, Inc. for Waterline Condition Assessment Pre-planning services; and

WHEREAS, the initial scope has identified the highest critical water transmission mains that should be targeted for field testing and further data collection; and

WHEREAS, Amendment #1 will provide for 'smart-ball' inspection of about 10 miles of the 36-inch diameter waterline from Beaver Water District as well as vibroacoustic inspection of approximately 8.7 miles of additional aging waterlines in town with diameters from 24-inch to 30-inch.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment #1 to the engineering services agreement with RJN Group, Inc., in the amount of $814,113.00 for Waterline Condition Assessments and further approves a project contingency in the amount of $120,000.00.

City of Fayetteville Staff Review Form

2025-2140

Item ID

11/4/2025

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

Tim Nyander	10/15/2025	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with RJN Group, Inc. in the amount of $814,113.00 for Waterline Condition Assessments, and approval of a project contingency in the amount of $120,000.00.

Budget Impact:

5400.720.5600-5314.00	Water and Sewer
Account Number	Fund
12009.1	Water System Rehabilitation/Replacement
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	9,528,818.00
		Expenses (Actual+Encum)	$	8,462,632.30
		Available Budget	$	**1,066,185.70**
Does item have a direct cost?	Yes	Item Cost	$	934,113.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**132,072.70**

V20221130

Purchase Order Number: 2024-915

Previous Ordinance or Resolution # Res. 245-24

Change Order Number: 1

Approval Date:

Original Contract Number: 2024-51

Comments:

CITY OF FAYETTEVILLE, ARKANSAS
AMENDMENT NO. 1
FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
RJN GROUP. INC.

In accordance with the AGREEMENT for Professional Engineering Services dated October 1, 2024, between the City of Fayetteville, Arkansas (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

Section I - Project Description

Under the AGREEMENT, the OWNER retained RJN Group to provide professional engineering services. The Project involved planning, ascertaining methods of inspection, determining the level of effort, and developing cost estimates for assessing the condition of thirteen sections of critical waterlines, totaling approximately 47.3 miles of pipes. It has since been determined that additional services will be needed. Specifically, the additional services consist of certain condition assessment tasks, for certain waterlines, stemming from recommendations generated in the original scope of work.

Section II - Scope

The ENGINEER shall perform professional services utilizing the procedures identified in the original Scope of the AGREEMENT and as described in Exhibit A herein.

Section III - Time of Service

ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization and as described in Exhibit B herein.

Section IV - Compensation

OWNER shall compensate ENGINEER for providing these additional services a total sum not-to-exceed **$814,113.00**, as provided in the Compensation Table (Exhibit C) herein provided.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of

the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least 60 days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see http://www.bls.gov/ECI; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

In consideration of the mutual covenants and Agreements herein contained, the OWNER and ENGINEER stipulate and agree that the Agreement for Professional Engineering Services dated October 1, 2024, is hereby amended as described in Exhibits A and B, attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this_____ _____day of _____,20____.

AUTHORIZED BY:
CITY OF FAYETTEVILLE, Arkansas

By: _____

Name: _____

Title: _____

Date:_____

ACCEPTED BY:
RJN Group, Inc.

By: _____

Name: Daniel Jackson

Title: Sr. Vice President

Date: 10/15/25

END OF AMENDMENT

EXHIBIT A – SCOPE OF SERVICES

RJN is proposing the following scope of services for the Water Main Assessment for the City of Fayetteville.

A. Project Management and Meetings

1. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
2. Provide monthly updates to City staff through the duration of the project.
3. Meet with City staff as necessary to discuss progress of the project.

B. Pipeline Section 2

1. Preparatory Work, Data Review, and Planning
    a. Conduct a kickoff meeting with the City to discuss the project.
    b. Finalize determination of Pipers® launch and retrieval locations.
    c. Perform mock deployment planning. This may include planning for strategies/provisions such as a "dummy" Pipers multi-sensor, a clamp-on flowmeter, and/or other measures to finalize the preparation of the Pipers deployment and ensure its success.
    d. Prepare for a field planning visit.
    e. INGU Data Preparation
        i. Kickoff Meeting – RJN and INGU
        ii. INGU Deliverables
        iii. KMZ File of Water Main Paths
            1. Mapping grade locates
            2. Excel Elevation Profile(s)
            3. Questionnaire(s)
2. Field Reconnaissance Visits and Equipment Preparation
    a. Meet with City staff on-site for site visit inspections. During visit, discuss any questions that arose during the data review process.
    b. Observe pump operations and take steps to measure travel time.
    c. Field assessment:
        i. Observe valve exercising by City staff to confirm operation, if possible.
        ii. Finalize methodology for inserting and catching Pipers.
    d. Discuss results of preliminary assessment with City.
    e. Following installation of valved taps by City, provide equipment and personnel to perform internal inspection of the water main and retrieval of the inspection tools. Customize catching devices as necessary.
3. Internal Inspections
    a. Contract with INGU on the rental of Pipers multi-sensors.
    b. Work with the City to assist in the Pipers launching.

c. Perform up to three Pipers deployments, with a minimum of two successful capture and retrievals. Being that the Pipers ball is carried through the pipeline with the flow of water, the duration of time it stays within the pipeline is a function of the water velocity. We understand from the City that typical velocities in this pipeline are 2.5 fps to 3.7 fps. Thus the Pipers ball would likely need to stay in this pipeline for approximately four hours per deployment.

4. Data Evaluation and Technical Memorandum (TM)
    a. Review and analyze inspection results and recommendations.
        i. Pipers' technology includes the following results:
            1. Acoustic leak detection
            2. Air and gas pocket detection
            3. High resolution pressure sensing
            4. Deposit, debris, and blockage locating
            5. Magnetometer survey to detect variations in bulk wall thickness and internal corrosion, with a minimum wall loss threshold of 30%. The Pipers ball will ONLY be able to state "yes/no" for wall loss of 30% or greater at all points along the pipe. It does not give precise info about wall loss. (Pipes having wall losses of 30-45% can be considered to be in "marginal" condition; beyond 45%, they can be considered to be in "distressed" condition.)

               The Pipers ball uses microelectromechanical systems (MEMS) magnetometers to measure the passive magnetic field within ferromagnetic pipelines. Metal loss has a significant impact on the magnetic structure of the pipeline, thereby influencing the passive magnetic field detected by the Pipers ball. Research has shown that metal loss features with a minimum depth of 30% of the nominal wall thickness consistently reduce axial and radial magnetic flux density (MFD). The average total MFD within each pipe segment is calculated and compared with the average total MFD of the parent pipeline. If the disparity exceeds an empirically determined threshold, the pipe segment is flagged as a potential candidate for containing a "metal loss" anomaly with a depth exceeding 30% of the nominal wall thickness.
    b. Include a summary of the work completed and results of the internal screening.
    c. Prepare a GIS map of the water main system, including findings from the site inspections, document review, and internal screening.
    d. Provide recommendations for further inspections, rehabilitation/repair, and/or maintenance of the water main. "Recommendations for further inspection", if any, would likely entail Broadband Electro-Magnetic (BEM) inspection. This would likely be recommended in certain areas if Pipers detects wall loss of at least 30%.

       The BEM assessment is a non-destructive testing method of measuring wall thickness. Wall conditions are recorded along the area at which the hand scanning

tool is placed. These recordings are converted using software and a calibration database to develop an apparent wall thickness. The original pipe wall thickness ("reference wall thickness") is determined using industry handbook information that was current at the time the pipeline was constructed. Subtracting the measured wall thickness from the reference wall thickness yields a determination of wall loss. Although the BEM assessment can detect where internal and/or external wall loss has occurred, it cannot distinguish between internal and external wall loss.

Compared with Pipers, the BEM would provide much more precise wall loss data at the point(s) where it is applied on the excavated pipe.

It would also be appropriate during BEM inspection to make use of the excavated trench and perform soil corrosivity testing and visual inspection of the external pipe wall. The BEM and related tasks constitute the "Step 2" Condition Assessment action presented in the Water Line Condition Assessment Planning & Prep Report; "Step 2" would likely cost approximately 80% of the Pipers work ("Step 1") proposed herein. This is based on the assumption that ten BEM excavations would be conducted for Pipeline Section 2.

e. Include budgetary pricing and recommended timing (urgency) for implementation of recommendations.
f. Technical Memorandum (TM) Submittal:
    i. Provide a digital draft of TM,
    ii. Revise draft based on City comments and submit a digital and two hard copies (if desired) of final TM.
    iii. Provide digital copies of all data, results, and photographs from inspections.
    iv. Submit a digital and two hard copies (if desired).

C. Pipeline Sections 7, 8, 9A and 12

RJN is proposing the following scope of services for the "Advanced Vibroacoustic Analysis" (AVA) Condition Assessments: Water Transmission Pipeline Sections 7, 8, 9A, 12" project in the City of Fayetteville:

1. Preparatory Work & Data Review
    a. Conduct a kickoff meeting with the City to discuss the project scope, objectives, roles, and establish lines of communication for the duration of the work.
    b. Discuss project approach, schedule of work, and set expectations for the project.
    c. Share follow-up questions with the City for discussion.
    d. Visit the project area and investigate the access points.
    e. Prepare a confirmation list for the City to check accessibility to fire hydrants, valves, and vaults to meet project objectives.
    f. Ensure selected sites are acceptable and provide suitable locations concerning safety and equipment performance, adjust segment plans accordingly based on access availability and site conditions.

2. AVA powered by DRI™ Inspections
3. Provide all necessary AVA inspection equipment and a three-to-four-person crew to complete field work.
    a. Use external vibroacoustic sensors and data acquisition units at predefined access points (e.g., hydrants, valves, or hydro-excavated "potholes") along each pipeline segment to enable AVA testing.
    b. Introduce Vibroacoustic signals into the water column using a centrally positioned wave generator between the sensors to excite the pipeline and capture its dynamic response. (AVA instrumentation contacts the metallic pipe/appurtenances, but does not contact the water column directly.)
    c. Measure the distance between access points to ensure appropriate resolution and segment coverage.
    d. Perform on-site and remote QA/QC of field data before demobilization to confirm data integrity.
4. Data Analysis, Report and Recommendations
    a. Determine if any leaks are present on the testing segments and inform the City of the location within three working days.
    b. Post-process the inspection data to assess localized pipe wall stiffness and identify structural anomalies using both time and frequency domain analyses. Correlate wall stiffness to wall loss averaged over the available resolution length. Post-inspection analysis in the time-frequency domain identifies and locates leaks and pipe wall distress and reports residual wall thickness for most iron pipes with a resolution of 20 to 30 feet, when access points are spaced at 1,000 feet or less. This capability will ensure that sub pipe stick levels defects are both detected and located, not lost in an average result over a longer resolution length.

       The AVA/Kenwave analysis is such that average pipe wall loss over the resolution length (20 to 30 feet) can be calculated to quantify and characterize wall loss as follows: "Good (Less than 5%)", "Satisfactory (5% to 20%)", "Sufficient (20% to 30%)", "Marginal (30% to 40%)", or "Distressed (Greater than 40%)". We will use the calculated wall loss data and follow AWWA M28 guidelines to craft a recommended scope of improvements.
    c. Include a summary of the work completed and results of the AVA inspections delivered in a draft report including:
        i. A GIS map of the water main system, including findings from the AVA inspections.
        ii. Engineering recommendations for further inspections, rehabilitation/repair, and/or maintenance based on the inspection data. "Recommendations for further inspection", if any, would likely entail Broadband Electro-Magnetic (BEM) inspection. This would likely be recommended in certain areas if AVA detects significant wall loss. While AVA provides precise wall loss data averaged across the entire circumference of the pipe along a resolution segment, BEM provides

precise wall loss data at the exact point(s) on the pipe circumference where it is applied on the excavated pipe. It would also be appropriate during BEM inspection to make use of the excavated trench and perform soil corrosivity testing and visual inspection of the external pipe wall. The BEM and related tasks constitute the "Step 2" Condition Assessment action presented in the Water Line Condition Assessment Planning & Prep Report; "Step 2" would likely cost approximately 20% of the AVA work ("Step 1") proposed herein. This is based on the assumption that four BEM excavations would be conducted for Pipeline Section 9A and two each would be conducted for Pipeline Sections 7, 8, and 12.

iii. Budgetary pricing and recommended timing (urgency) for implementation of recommendations.

d. Meet with City Staff to discuss findings and recommendations and revise draft accordingly.
e. Submit a digital and two hard copies (if desired) of the final report. The basic inspection deliverable includes a condition assessment report with residual wall thickness, identified leaks, location of both leaks and pipe wall distress along the inspected watermain, and structural integrity grading 1-3 based on percent wall loss with supporting Excel tables and color-coded GIS shapefile.
   The report will include recommendations based on these findings. The recommendations may entail some combination of additional analysis (likely consisting of BEM and related tasks, as described above), repairs, rehabilitation, and/or replacements; all identified at specific portions of the pipeline.
f. Provide digital copies of all inspection data, analysis results, and photographs from inspections, including GIS databases and shapefiles
g. Upload final report and supporting documents to Clarity®. Clarity is RJN's digital platform that unites powerful data analytics, smart AI automation, and GIS data management tools to deliver a single resource for monitoring and assessing system conditions and performance.

D. Contingency

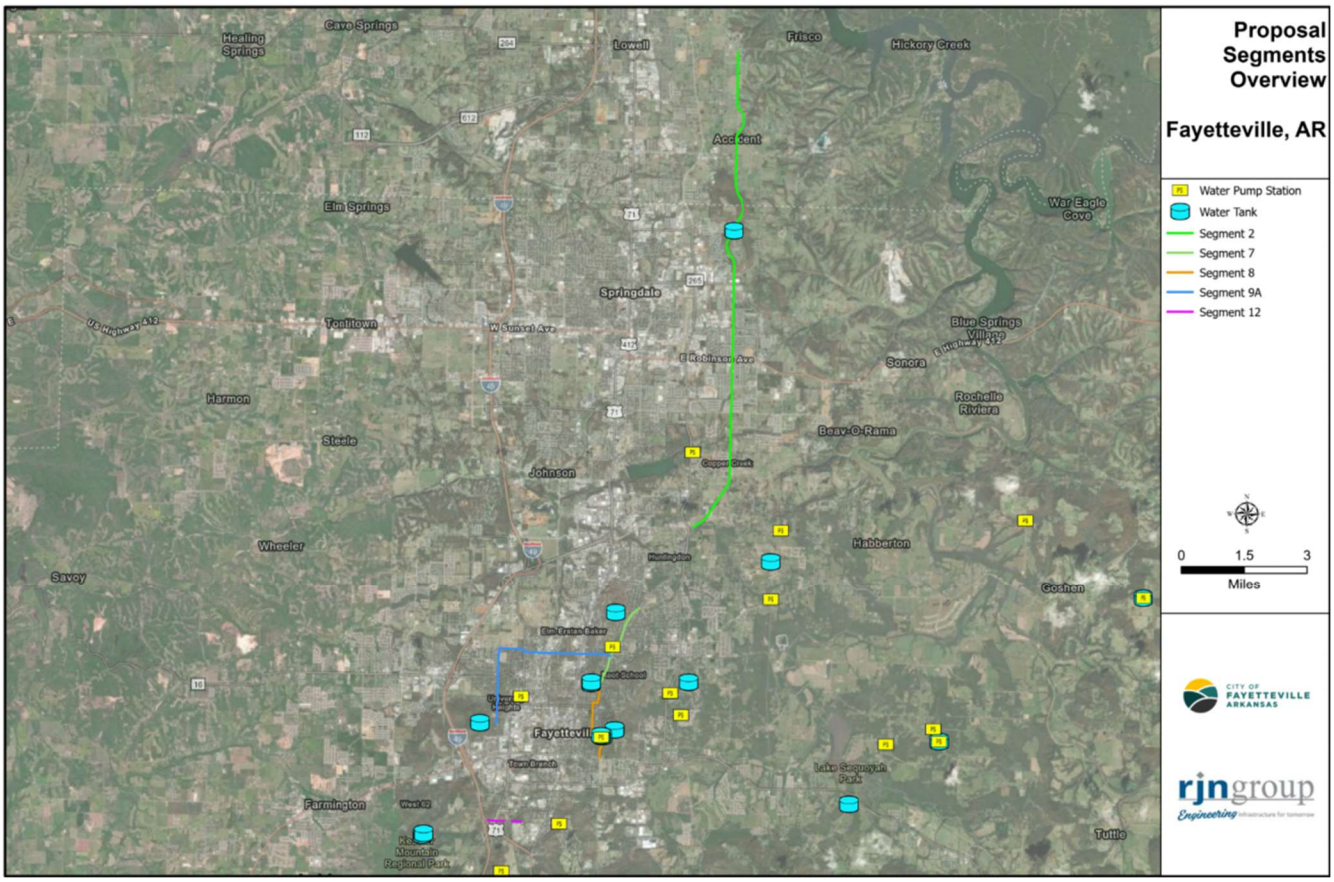
This represents an allowance for unexpected issues that may arise during the course of the work and would necessitate appreciable additional effort. RJN would promptly notify the City if any such issues arise, and their related cost impact. Contingency funds could be used for subsequent AVA inspection of portions of Segment 2 should additional inspection data become necessary.

In the Water Line Condition Assessment Planning & Prep Report, $44,000.00 was allocated for soil condition testing. However, as work on the report advanced it was determined that, all things considered, soil condition testing would not yet be a cost-effective expenditure, and RJN recommended that it not be performed as part of the Report. Thus, those related funds have not been, and will not be, spent as part of the Report contract.

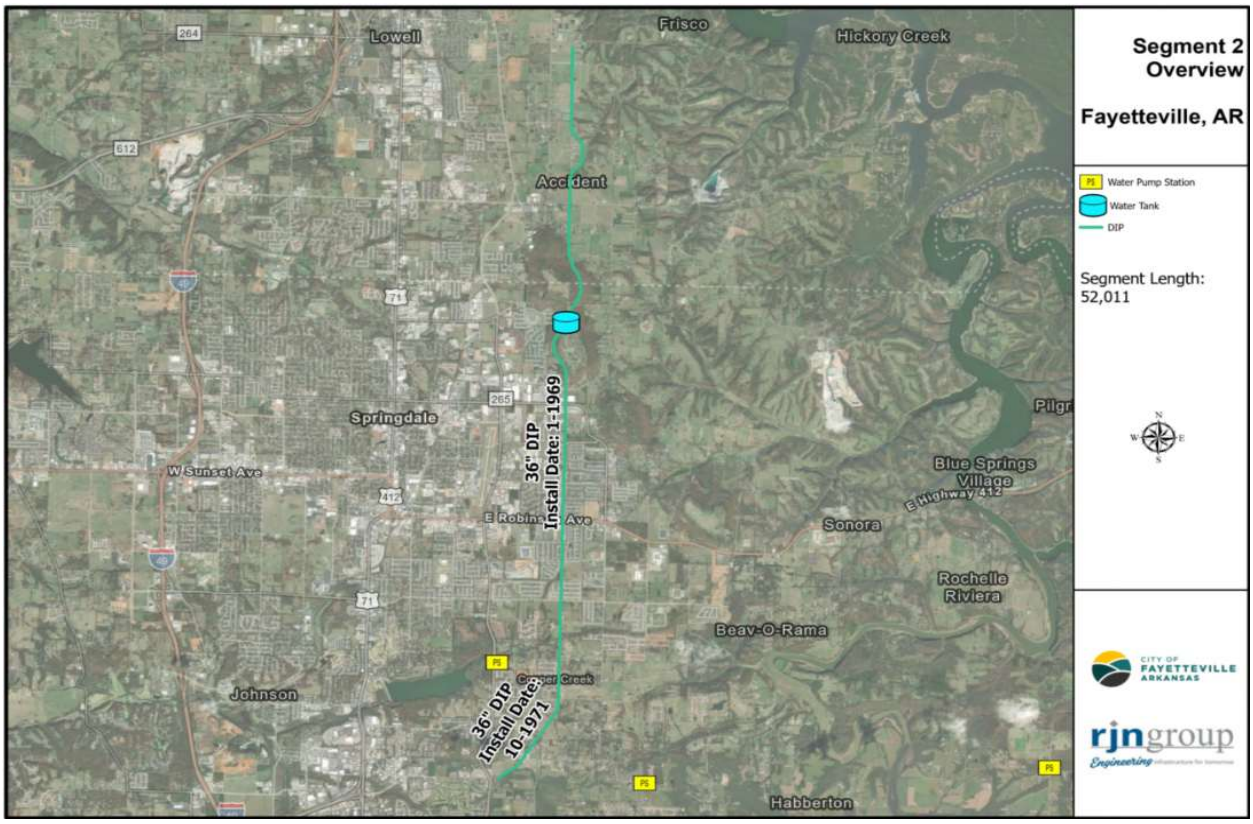
E. Items Requested from the City

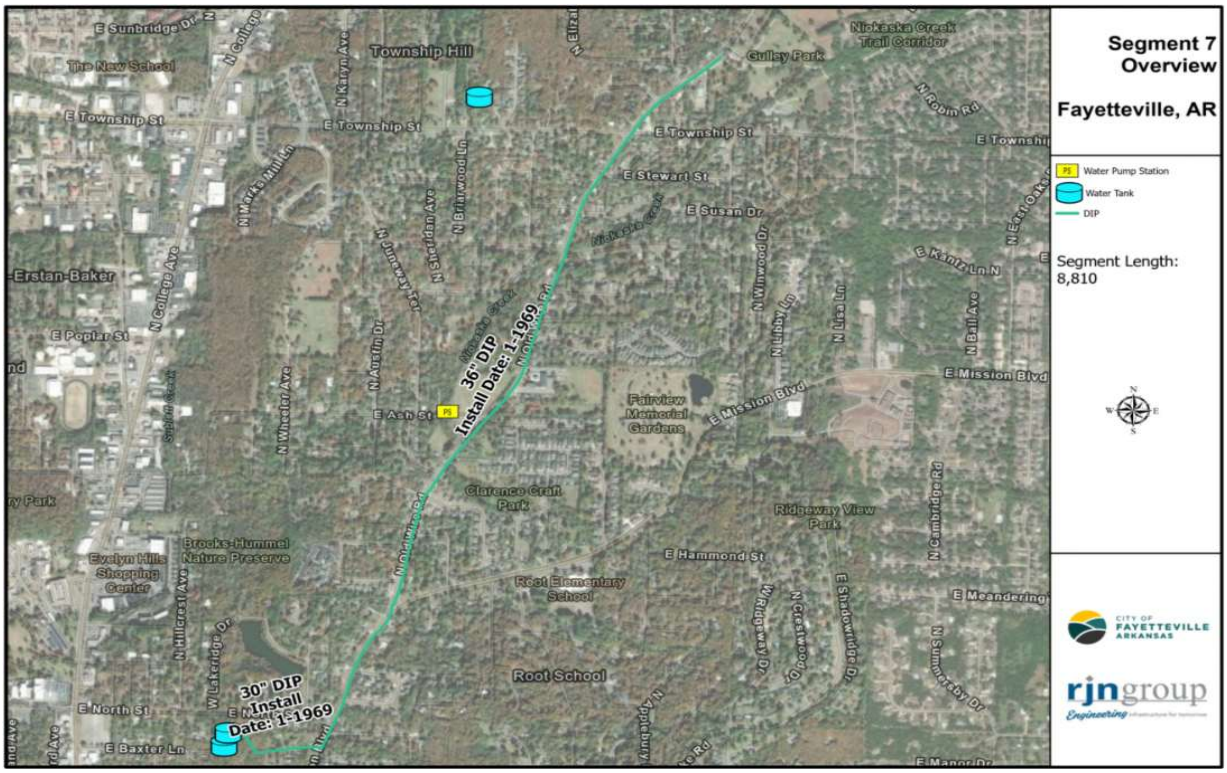
1. Updated GIS geodatabases and/or shape files for the water distribution system.
2. Facilitating coordination with Beaver Water District.
3. Access to pipeline for inspection. Assistance locating and operating (i.e. opening and closing valves) facilities as required.
4. Excavation of pipes at Pipers launch and retrieval stations, sufficient for valved taps as described below. Related trench safety, backfill, compaction, and site restoration.
5. One valved pipeline tap at Pipers launch station and another one at retrieval station. Based on recent conversations with INGU, it is anticipated that a tap as large as 6" may be needed at the launch location (within BWD site) and a tap as large as 8" may be needed at the retrieval location (near Joyce Blvd. valve vault). Both locations are unpaved. These taps will need to be made at the 12 o'clock position on the pipe, a gate valve (full tap size) will need to be installed at the tapping flange, and a riser assembly projecting above the ground surface must be installed. (RJN will furnish and install the additional equipment needed for Pipers insertion and retrieval, as discussed above.)
6. Operation of valves as necessary for isolating the pipeline and launching the Pipers multi-sensor.
7. Assistance with traffic control in high traffic areas, as necessary.
8. Hydro-excavating ("potholing") as necessary such that AVA equipment can access the pipe sufficiently. It is anticipated that a total of 22 potholes will be necessary (5 for Pipeline Segment 7, 7 for #8,10 for #9A, and 0 for #12). Further description, including cost projections, is provided in the Waterline Condition Assessment Planning & Prep Report.

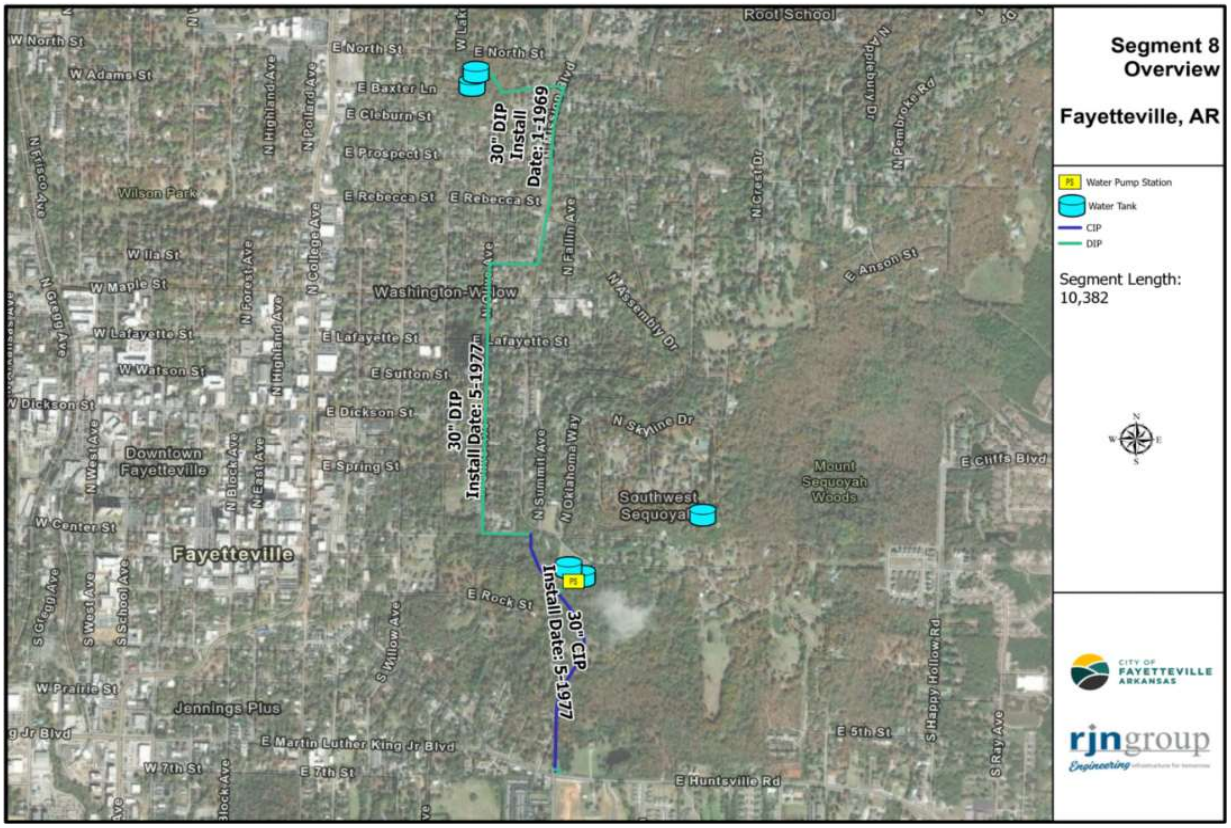
F. Map of All Involved Pipeline Sections

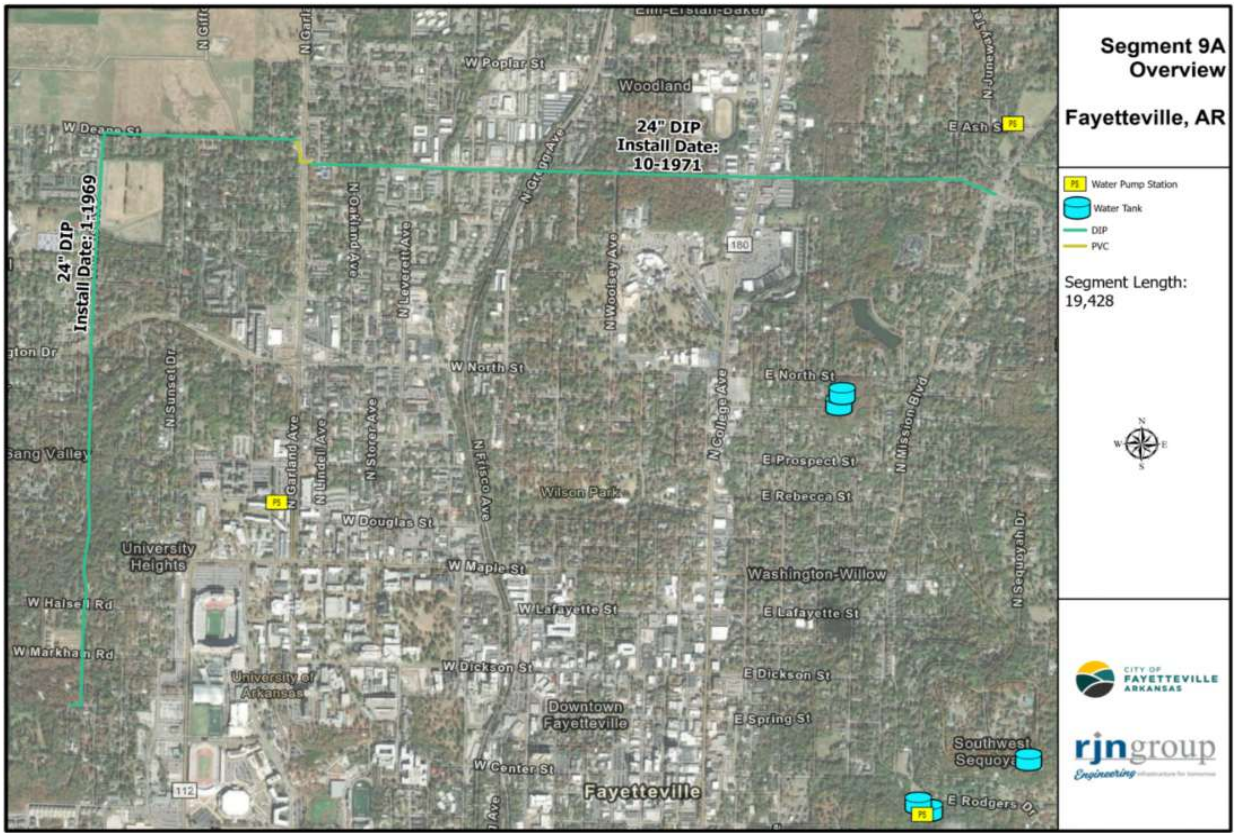


G. Maps of Each Pipeline Section






Segment 8
Overview
Fayetteville, AR
Water Pump Station
Water Tank
CIP
DIP
Segment Length:
10,382
30" DIP
Install
Date: 1-1969
30" DIP
Install Date: 5-1977
30" CIP
Install Date: 5-1977
Washington-Willow
Fayetteville
Downtown
Fayetteville
Southwest
Sequoyah
Mount
Sequoyah
Woods
Jennings Plus
CITY OF
FAYETTEVILLE
ARKANSAS
rjngroup
Engineering


Segment 9A
Overview
Fayetteville, AR
Water Pump Station
Water Tank
DIP
PVC
Segment Length:
19,428
24" DIP
Install Date: 1-1969
24" DIP
Install Date:
10-1971
Woodland
Wilson Park
University
Heights
University of
Arkansas
Washington-Willow
Downtown
Fayetteville
Fayetteville
Southwest
Sequoyah
CITY OF
FAYETTEVILLE
ARKANSAS
rjngroup
Engineering


W Crowne Dr
Town Branch Trail Corridor
W 18th St
Greathouse Park
W Pettigrew St
W Custer Ln
W Arrowhead St
S Ashwood Ave
S Vale Ave
W Cato Springs Rd
W Cato Springs Rd
S Clover Dr
S Trail Dr
S Duncan Rd
24" CIP
Install Date: 4-1964
71
71
40
Fulbright Expy N
Washington County South Campus
W Clydesdale Dr
S School Ave
S Denver Ave
S Cato Springs Rd
S Shiloh Dr
S Tim Helder Dr
Segment 12 Overview
Fayetteville, AR
Water Pump Station
Water Tank
CIP
Segment Length:
2,625
N
W
E
S
CITY OF FAYETTEVILLE ARKANSAS
rjngroup
Engineering

EXHIBIT B– PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Pipeline Section 2	
Field Reconnaissance Visit	To be completed within one month of NTP.
Internal Inspections	To be completed within two months of a successful Field Reconnaissance Visit.
Technical Memorandum	To be completed within three months of successful Internal Inspection.
Pipeline Section 7, 8, 9A, 12	
Site Investigation and Planning	To be completed in early 2026
AVA Inspections	To be completed within two months of site investigations, weather permitting (anticipated for Feb & March 2026)
Preliminary Analysis Results	To be completed within two months of successful inspections.
Draft Report	To be completed within two months of completion of analysis.

EXHIBIT C – COMPENSATION SCHEDULE

Pricing Terms for Invoicing: Lump Sum

Original Contract Value: $267,380.00

Amendment Value: $814,113

Not-to-Exceed Total Project Cost: $1,081,493

This project will be invoiced on a lump sum, percent complete basis based on the Cost Schedule on the next page.

Task	Unit Price	Units	Fee
Project Management			*$56,790*
Pipeline Section 2			
Preparatory Work, Data Review, and Planning			$25,940
Field Reconnaissance Visits and Equipment Preparation			$40,110
Internal Inspections			$51,010
Data Evaluation and Technical Memorandum			$30,450
Subtotal			*$147,499*
Pipeline Section 7, 8, 9A, 12			
Site Investigation and Planning	Lump Sum		$71,530
AVA Inspection	$9/ft	45,417 ft	$408,753
Analysis and Reporting	Lump Sum		$129,530
Subtotal			*$609,813*
Total			**$814,113**

Proposal Option

This Proposal can be amended to include additional work upon joint approval by the City and RJN.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2142

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **TRANSPORTATION ASPHALT PATCH TRUCK REPLACEMENT THROUGH BERGKAMP INC.**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF A BERGKAMP FP5 POTHOLE PATCH TRUCK IN THE AMOUNT OF $276,449 THROUGH THE HGAC COOPERATIVE CONTRACT (PW10-25) PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

BACKGROUND:
Asset 9181 (TRAN_F013) is a 2014 Kenworth T370 with a Bergkamp asphalt pothole patch body with 15/15 points.

DISCUSSION:
Asset 9181 is utilized for the ongoing maintenance and repairs of our city roads infrastructure. It also assists our water sewer department with road repairs after water line repairs that involve roads needing to be repaired after water leaks.

Fleet Operations recommends the on-time replacement of this asset, so both departments maintain reliable equipment for infrastructure repairs within the city.

BUDGET/STAFF IMPACT:
This is a budgeted FY25 replacement that we have held onto well past 15 points through ongoing on-time preventative maintenance and repairs. Fleet Operations will have fully collected on its replacement before the new vehicle arrives.

ATTACHMENTS: 3. Staff Review Form, 4. Bergkamp Inc.- Quote, 5. Bergkamp Inc.-Attachment A, 4. Bergkamp Inc.-Cooperative Purchasing Agreement, 5. HGAC List Price before Discount, 6. HGAC List Price after Discount

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

File #: 2025-2142

A RESOLUTION TO APPROVE THE PURCHASE OF AN FP5 ASPHALT POTHOLE PATCH TRUCK FROM BERGKAMP INC., PURSUANT TO A HGAC COOPERATIVE PURCHASING CONTRACT, IN THE AMOUNT OF $276,449.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

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 an FP5 Asphalt Pothole Patch truck from Bergkamp Inc., pursuant to a HGAC Cooperative purchasing contract, in the amount of $276,449.00, plus any applicable surcharges, freight or delivery fees up to 10% of the original purchase price.

City of Fayetteville Staff Review Form

2025-2142

Item ID

11/4/2025

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

Ross Jackson	10/15/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A BERGKAMP FP5 PATCH TRUCK IN THE AMOUNT OF $276,449 THROUGH THE HGAC COOPERATIVE CONTRACT SM2004A PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

Budget Impact:

9700.770.1920-5802.00	SHOP
Account Number	Fund
97001	FLEET REPLACEMENT VEHICLES
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	10,878,231.00
		Expenses (Actual+Encum)	$	4,129,030.41
		Available Budget	$	**6,749,200.59**
Does item have a direct cost?	Yes	Item Cost	$	276,449.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**6,472,751.59**

V20221130

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

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

Original Contract Number: _____

Comments:

BERGKAMP

PAVEMENT PRESERVATION SOLUTIONS

10/14/2025

City of Fayetteville, AR:

I am pleased to submit my quotation covering the Bergkamp FP5 Flameless Patcher as described in the attached specification with the following features:

Hydraulically driven Auger with dual motors Agitator with hydraulic motor	
Spoils bins side and rear \All material tanks on Service Platform, ladder, climb assist handles	
Hydraulically operated hopper doors	
Oversized storage with two locking doors	
Conspicuity Marking, Paint Color of Choice (Omaha Orange, Charcoal)	
Twin Cleaning Fluid Wands (platform mounted and rear mounted for cleaning tools)	
LED Lighting on machine	
One Year Warranty (Extended warranty options are available)	
On site training by factory trained technician	**$109,500.00**
Plus these options:	
Bomag Model 55WE on a reinforced hydraulic litt platform	**12,700.00**
Air Tack System Compressed Air for proper cleaning repair area	**11,325.00**
Stanley Pavement Breaker Model BR67. Line on hose reel	**8,800.00**
Arrow board –10Lights	**2,000.00**
Pedestal mounted Strobe Light	**1,100.00**
Professional Mounting unit on customer's truck at Bergkamp's factory.	**8,000.00**
Swing Auger Attachment	**15,600.00**
2 x Night Work Lights	**1,400/00**
Cone holder	**320.00**
Delivery to Fayetteville, AR	**2,244.00**
Total for FP5 with options shown above	**$172,989.00**
2026 Freightliner cab and chassis as described in attached	**$103,460,00**
Total	**$276,449.00**

Offer for City of Fayetteville, AR

Please refer to copy of FP5 warranty attached to email

STANDARD 12 MONTH WARRANTY PLUS 12 MONTHS	**$ 5,382.00**
STANDARD 12 MONTH WARRANTY PLUS 24 MONTHS	**$ 7,260.00**
STANDARD 12 MONTH WARRANTY PLUS 36 MONTHS	**$12,254.00**
STANDARD 12 MONTH WARRANTY PLUS 48 MONTHS	**$17,730.00**

Freightliner Med Duty M2 106 Standard Coverage

2yr / unlimited mi chassis coverage

2yr / 250k mi Engine coverage

3yr / unlimited mi transmission coverage

This offer is based on HGAC Contract Pricing.(Currently PW10-25)

FP5 Pricing shall remain in effect until November 18, 2025

2026 Truck pricing shall remain in effect until November 18 2025

Projected delivery is 150 days from date of purchase order
Or 60 days after receipt of truck, whichever is the last event
to occur.

Thank you for your interest in our company and its products and we would be honored to serve your City in the future.

Best Regards

Jennifer A Straus

Jennifer A. Straus
Territory Manager

Attachment A
Bergkamp Incorporated
Public Works Equipment
Contract No.: PW10-25

Manufacturer	Item Description	HGACBuy Discount Off List
Bergkamp Inc.	Bergkamp base models equipment 2025 as listed on Bergkamp's PW10-25 Response Aug 2025	10%
Bergkamp Inc.	Bergkamp options equipment 2025 as listed on Bergkamp's PW10-25 Response Aug 2025	List

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Bergkamp, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3040 Emulsion Drive, Salina, KS, 67401, Kansas, United States.

WITNESSETH:

WHEREAS, Houston-Galveston Area Council hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, Houston-Galveston Area Council and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures Houston-Galveston Area Council that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish Houston-Galveston Area Council with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will

request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of Houston-Galveston Area Council or the Contractor. No provision of this Master Agreement or act of Houston-Galveston Area Council in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of Houston-Galveston Area Council, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 01-Oct-2025 and ends 30-Sep-2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. Houston-Galveston Area Council has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with Houston-Galveston Area Council. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of Houston-Galveston Area Council. The Contractor acknowledges that Houston-Galveston Area Council is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, Houston-Galveston Area Council shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, Houston-Galveston Area Council reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the Houston-Galveston Area Council local government audit staff, a certified public accountant firm, or other auditors designated by Houston-Galveston Area Council and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the Houston-Galveston Area Council for any findings that result in monetary obligations to Houston-Galveston Area Council.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to

determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to Houston-Galveston Area Council under this Master Agreement. Houston-Galveston Area Council, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by Houston-Galveston Area Council. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically

incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-

gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys,

are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default.
Houston-Galveston Area Council will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*
Houston-Galveston Area Council may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever Houston-Galveston Area Council determines that for any reason such termination is in the best interest of Houston-Galveston Area Council, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to Houston-Galveston Area Council via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from Houston-Galveston Area Council.

B. *Default*
Houston-Galveston Area Council may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by Houston-Galveston Area Council in writing) after receiving written notice by certified mail of default from Houston-Galveston Area Council.
(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the

Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

Houston-Galveston Area Council and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Houston-Galveston Area Council.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua

Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds Houston-Galveston Area Council should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Houston-Galveston Area Council must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with Houston-Galveston Area Council to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the Houston-Galveston Area Council, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify Houston-Galveston Area Council of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify Houston-Galveston Area Council of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from Houston-Galveston Area Council, if any, shall be reported to local law enforcement agencies and Houston-Galveston Area Council within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with Houston-Galveston Area Council, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify Houston-Galveston Area Council of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

Houston-Galveston Area Council's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will Houston-Galveston Area Council be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other

incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless Houston-Galveston Area Council, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify Houston-Galveston Area Council of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify Houston-Galveston Area Council, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by Houston-Galveston Area Council, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of Houston-Galveston Area Council and the Contractor. This Master Agreement has been negotiated by Houston-Galveston Area Council and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of Houston-Galveston Area Council or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of Houston-Galveston Area Council. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify Houston-Galveston Area Council of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
Houston-Galveston Area Council and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Bergkamp, Inc.		**Houston-Galveston Area Council**	
Signature	Jimmy Kendrick	Signature	
Name	Jimmy Kendrick	Name	Chuck Wemple
Title	Director of Sales	Title	Executive Director
Date	13-Oct-2025	Date	05-Oct-2025

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, Houston-Galveston Area Council and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

Houston-Galveston Area Council acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current Houston-Galveston Area Council Master Agreement.

Houston-Galveston Area Council's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with Houston-Galveston Area Council. Contractor affirms that termination of its Master Agreement with Houston-Galveston Area Council for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable Houston-Galveston Area Council order processing charges will be due and payable to Houston-Galveston Area Council on any EUAs, surviving termination of this Master Agreement between Houston-Galveston Area Council and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to Houston-Galveston Area Council, as follows. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to Houston-Galveston Area Council on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to Houston-Galveston Area Council, Contractor shall notify Houston-Galveston Area Council within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to Houston-Galveston Area Council and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. Houston-Galveston Area Council shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was

charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify Houston-Galveston Area Council in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. Houston-Galveston Area Council, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between Houston-Galveston Area Council and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to Houston-Galveston Area Council and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to academic institutions, or the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by Houston-Galveston Area Council, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and Houston-Galveston Area Council agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify Houston-Galveston Area Council of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. Houston-Galveston Area Council will invoice Contractor for the applicable order processing charge when Houston-Galveston Area Council receives notification of a CUSTOMER/END USER order. Contractor shall remit to Houston-Galveston Area Council the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to Houston-Galveston Area Council, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to Houston-Galveston Area Council. Further, Contractor agrees to encourage entities who are not members of Houston-Galveston Area Council's Cooperative Purchasing Program to execute an Houston-Galveston Area Council Interlocal Master Agreement. Houston-Galveston Area Council reserves the right to take

appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to Houston-Galveston Area Council. In no event shall Houston-Galveston Area Council have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to Houston-Galveston Area Council any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and Houston-Galveston Area Council agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to Houston-Galveston Area Council.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to Houston-Galveston Area Council on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by Houston-Galveston Area Council, a separate insurance certificate must be submitted for each such party.

g. Houston-Galveston Area Council reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

Houston-Galveston Area Council's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify Houston-Galveston Area Council, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise Houston-Galveston Area Council if this Master Agreement shall be affected in any way by such change. Houston-Galveston Area Council shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories

shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to Houston-Galveston Area Council upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the

simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.

3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate 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.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Bergkamp Incorporated
Public Works Equipment
Contract No.: PW10-25

Manufacturer	Item Description	HGACBuy Discount Off List
Bergkamp Inc.	Bergkamp base models equipment 2025 as listed on Bergkamp's PW10-25 Response Aug 2025	10%
Bergkamp Inc.	Bergkamp options equipment 2025 as listed on Bergkamp's PW10-25 Response Aug 2025	List

5. Equipment Categories

This is a new solicitation that includes equipment previously included on the following HGACBuy contracts: SM10-20 Street Maintenance Equipment and EM06-19 Earth Moving Equipment. SM10-20 and EM06-19 will expire on September 30, 2025, and will no longer be solicited. The resulting contract from this solicitation, PW10-25, will replace those expiring contracts and will be a four-year contract beginning on or around October 1, 2025.

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

5.1. Categories of Equipment

This Solicitation is divided into separate but related Categories, for ease of evaluation and proposal responses. Respondents are advised to offer a wide array, or offerings of products/services for the equipment category proposal. When submitting a response, Respondent may choose to give a response on any of the categories or all. No additional weighted value will be given to a respondent who responds to more than one or all categories listed.

A. Earth Moving and Excavation Equipment

Articulated Dumps

Backhoes

Bulldozers

Excavators

Motor Graders

Scrapers

Trenchers

Wheel Loaders

Skid Steer Loaders

Multi-task tractors

B. Roadway and Street Construction/Maintenance Equipment

Compactors

Concrete Mixers & Pumps

Material Handlers

Road and Paving Equipment

Rollers

Bridge Repair Equipment

Brushes/Brooms

Chip Spreaders

Asphalt Distributors & Patchers

Road Profilers & Milling Machines

Paint and Marking Equipment

Portable Roadway Signage and Message Boards

C. Roadway and Street Snow and Ice Removal Equipment

Snow Plows (self-propelled and mountable blades and wings)

Snow Blowers (self-propelled and mountable)

Snow Brushes (towable and mountable)

Snow Melters

Spreaders and Sprayers (de-icing and anti-icing)

D. Maintenance and Service Plans

E. Parts

This description of equipment is not meant to be limiting. Rather, we are interested in securing Suppliers that can provide a broad range of equipment related to these categories of equipment. This solicitation does not include equipment currently available on HGACBuy contracts AR03-25 Airport Runway Snow Removal Equipment and Related Services, GR01-20 Grounds & Turf Equipment, CM02-21 Portable Construction and Maintenance Equipment, RH04-25 Refuse

Handling Equipment, SW04-20 Sweeping Equipment, and SC06-24, and SC06-24A Sewer/Storm Water, Hydro-Excavating Equipment and Related Services.

5.2. Manuals and Equipment Specifications

Respondent must supply at the time of delivery, at least one complete owner's manual (the price of which shall be included in Respondent's pricing) and any applicable operations and service documentation covering the completed products as delivered and accepted. Respondent must supply the following information with their response: Technical Specifications which clearly show all the standard features and capabilities of the equipment in the response listing.

5.3. General Requirements

Safety decals must be affixed at operator stations and hazardous areas.

All equipment must include the manufacturer's standard warranty (minimum one year/1000 hours).

Compliance with Federal and Texas state safety, health, and noise regulations is mandatory.

All necessary components must be included to ensure fully operational equipment.

Units must be assembled, adjusted, and ready for operation upon delivery.

5.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

Customer Name and address

HGACBuy confirmation number

Product/Service purchased

Customer Purchase Order Number

Purchase Order Date

Product/Service dollar amount

HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

5.5. Pricing and Freight

Please reference Section 10.1.4 for required format and description of acceptable pricing and freight.

Signatures



Signed by **Charles Wemple** on **05-Oct-2025**

Job Title: **Executive Director**
Company: **Houston-Galveston Area Council**



Signed by **Jimmy Kendrick** on **13-Oct-2025**

Job Title: **Director of Sales**
Company: **Bergkamp, Inc.**

eSign Audit Trail

File name: **Bergkamp__Inc._Cooperative_Purchasing_Agreement.pdf**
Document ID: **47711aa6-3411-4dd7-beb8-9bb4aa1bcf39**
Status: **Completed**

Document History

Signed by Jimmy Kendrick	13-Oct-2025 13:08.21 UTC	Location: Hattiesburg, MS 39402, United States 104.177.128.92
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Signed by Charles Wemple	05-Oct-2025 10:29.51 UTC	Location: Houston, TX 77080, United States 174.203.1.252
Viewed by Charles Wemple	05-Oct-2025 10:29.29 UTC	Location: Houston, TX 77080, United States 174.203.1.252
Started by Barbara Jones (barbara.jones@h-gac.com)	01-Oct-2025 18:40.52 UTC	Location: Richmond, TX 77469, United States 108.80.101.18

Powered by Gatekeeper

HGACBuy Solicitation: PW10-25				
Response Price List				
Respondent:				
PW10-25	**Bergkamp Inc.**	**Description**	**Discount shown on separate price list for HGAC end users**	**Bergkamp List Price before 10% discount to HGAC Customers Please see separate list for customer pricing**
This completed form must be submitted in its original Excel format (no PDF)				
All price lists referenced on this form must be included separately, in their entirety, with Respodent's uploaded offer				
PW10-25	Bergkamp Inc.	Bergkamp FP5 Flameless Patcher	10%	$125,925
		Options for the Bergkamp FP5 Flameless Patcher		
		Factory Mounting		$9,200
		Handling Fee when Bergkamp purchases truck for Customer		$4,600
		Pressurized Tack Tank -80 Gallons		$13,023
		Pressurized Tack Tank 120 Gallons		$15,151
		Add for Abrasion Resistant coating Auger/Agitator		$2,438
		Swing Auger Attachment		$17,940
		Add for Abrasion Resistant coatings on Swing Auger		$920
		Wacker Packer Model WP1550 A (W) mounted on hydraulic lift platform		$8,280
		Bomag Model 55WE Roller mounted on reinforced hydraulic lift platorm		$14,605
		Stanley Pavement Breakers BR 45, 67& 89 lines on retractable reel under fender		$10,120
		Air Tack Lines on Retractable Hose Reel		$2,070
		Pivot Tack Arm		$5,635
		Add for stainless water tank upgrade		$1,064
		Add for stainless cleaning fluid tank upgrade		$1,419
		Cleaning Fluid Line on retractable reel		$1,823
		Propane Torch		$1,265
		Propane Torch with line on reel		$2,357
		In Pave Telematics		$12,765
		Flush mounted LED Lighting		$2,313
		Able 2 10 Light Arrowboard		$2,300
		30 x 60 15 LED Light Arrowbaord		$4,715
		2 Line Message Board		$14,835
		42 inch LED Arrow Stick		$1,610
		LED Warning Light Kit		$2,760
		Single Front Pedestal Mounted Strobe		$1,265
		Dual Front Mounted Strobes		$2,415
		Dual Rear Mounted Strobes		$1,380
		Side LED Flashers		$793
		Dual Rear LED Flashers		$949
		Dual Rear LED Work Lights		$1,610
		Single Cone Holder		$368
		Dual Cone Holders		$730
		Single Mounted Bumper Cone holeder		$368
		Dual Mounted Bumper Cone Holders		$730
		360 Degree Camera System		$12,937
		Back Up Camera		$3,082
		Intercom System Add on for Back up camera		$776
		Rear Tool Holder		$345
		30 Gallon Water Tank		$1,639
		30 Gallon Cleaning Fluid Tank		$1,639
		Grill Lights (flashers)		$2,972
		Driver's side tool box		$3,777
		Service Platform Extension		$5,270
		Tool Corral		$4,166
		Wheel Chocks		$833
		Drip Pan		$750
		InCab Hopper Door Control		$3,527
		Asphalt Lute Holder		$356
		Standard 12 month warranty plus 12 moths		$5,980
		Standard 12 month warranty plus 24 months		$8,067
		Standard 12 month warranty plus 36 months		$13,616
		Standard 12 month warranty plus 48 months		$19,699
		B Fit Visit		$4,094
		Bfit Air Fare		$778
PW10-25	Bergkamp Inc	Bergkamp SP5E Spray Patcher		$250,309
		Options for the Bergkamp SP5E Spray Patcher		
		In Pave Telematics		Included in base price
		Tarp with InCab controls		Included in base price
		Mounting		$9,200
		Handling Fee when Bergkamp provides truck		$4,600
		Offset if single auger is requested in lieu of standard duble augers		($8,366)(
		15 Light LED Arrow Board		$5,865
		Dual Front Strobes		$2,300
		Single Front LED Strobe		$2,300
		Dual Rear LED Strobes		$1,437
		Side LED Flashers		$2,127
		Boom LED Work Lights		$977
		Boom Flashers		$2,185
		Compartment & Platform LED Work Lights		$2,530
		Rear LED Work Lights		$742
		Cone Holder		$374
		360 degree Camera System		$14,835
		Back Up Camera		$3,191
		Back up Alarm		$1,419
		Spare Parts Kit		$1,419
		standard 12 month warranty plus 12 months		$5,980
		Standard 12 moth warranty plus 24 moanths		$8,067
		Standard 12 month warranty plus 36 months		$13,616
		Standard 12 month warranty plus 48 moths		$19,699
		B Fit Visit		$4,094
		B Fit Air Fare		$778
BERGKAMP SLURRY EQUIPMENT & SPREADER BOXES	Bergkamp Inc.			
PW10-25				

	Bergkamp Inc	M310 Slurry Paver	10%	$385,000
		Options for the Bergkamp M310 Slurry Paver		
		Mounting		$8,452
		Stainless Steel Emulsion Tank		$12,650
		Stainless Water Tank		$12,650
		Carbide Pugmil Paddle Tips		$5,692
		Steel Gate		$8,510
		Arm Tarp		$7,509
		Front Water Load System		$9,530
		25,000 LB Pintle Hitch		$7,015
		Box Width Sensor Kit		$1,322
		Calibration Kit		$7,475
		M1E4 Continuous Paver	10%	$1,097,100
		Options for the Bergkamp M1E4		
		Stainless Steel Emulsion Tank		$11,960
		Stainless Steel Water Tank		$11,960
		Lime Mineral Filler		Included in base price
		Peristaltic Additive System		Included in base price
		Dual Additive System		Included in base price
		Carbide Pugmil Paddle Tips		$5,692
		Back Up Camera		$719
		Generator and Work Lights Package		$10,465
		Box Wdth Sensor Kit		$3,594
		Calibration Kit		$7,475
		Bergkamp Spreader Boxes compatible with Slurry Pavers	10%	
		Rutfilling Box RB5		$26,795
		Rutfilling Box RB6		$26,795
		Variable Width Spreader Boxes		
		VSB 813		$65,550
		Box Width Sensor		$3,234
		Box width Sensor Paver Retrofit		$1,190
		VSB914		$66,240
		Box Width Sensor		$3,594
		Box width Sensor Paver Retrofit		$1,322
		VSB1015		$79,350
		Box Width Sensor		$3,594
		Box width Sensor Paver Retrofit		$1,322
		VSB 1115		$95,450
		Box width Sensor		$3,234
		Box width sensor paver Retrofit		$1,190
		Slurry Seal Spreader Boxes compatible with Pavers and Mastic Applicators		
		SLB14		$20,240
		Single Auger Kit		$4,083
		Dual Auger Kit		$8,165
		High Wear Skids		$1,419
		SLB16		$18,768
		Single Auger Kit		$4,083
		Dual Auger Kit		$8,165
		High Wear Skids		$1,419
		MAXX G 2000 gallon		$226,740
		MAXXG 3000 gallon		$234,600
		Back Up Camera for both Models		$1,782
PW10-25	Bergkamp Inc			
		LB12 Live Bottom Bodies - Flowboy		$102,545
		Mounting		Included
		Tarp for LB12		Included
		PTO/Wet Kit		$10,477
		LB15 Live Bottom Bodies - Flowboy		$107,962
		Mounting		Included
		Tarp for LB15		Included
		PTO/Wet Kit		$10,477
		LB19 Live Bottom Bodies - Flowboy		$119,916
		Mounting		Included
		Tarp for LB19		Included
		PTO/Wet Kit		$10,477

Bergkamp Price List

FP5 Flameless All In One Patcher Body Only

HGAC Contract PW10-25 — **Effective 10/1/25 to 9/30/26**

Program Pricing in US Dollars	Bergkamp List Price	HGAC Price-10% off list
Base Patcher Body Price >> Mounting Charge Is Included <<	**$128,266**	**$115,440**
Standard Equipment		
2nd Auger Motor for Higher Torque	**Standard**	**Standard**
Variable Flow, pressure compensating hydraulic pump with hydraulic driven generator	**Standard**	**Standard**
Six Full Length heating elements in two assemblies		
Asphalt Chute	**Standard**	**Standard**
Dual Wand Cleaning Fluid System	**Standard**	**Standard**
Cleaning Fluid Tank - 15 Gallon	**Standard**	**Standard**
LED Lighting on Machine	**Standard**	**Standard**
Overnight Power	**Standard**	**Standard**
Standard Colors: Charcoal Gray; Bergkam mp Orange	**Standard**	**Standard**
Equipment Start Up Training Conducted At Agency's Location	**Standard**	**Standard**
Large front work platform, right side and rear spoils bins, insulated steel bi fold hopper doors	**Standard**	**Standard**
Published and Unpublished options - HGAC Contract SM10-20		
Unpublished - Bomag Roller Model 55WE mounted onto a reinforced hydraulic lift platform	**$14,111**	**$12,700**
Pavement Breaker on a Hose Reel (Either 67# or 45#)	**$10,261**	**$9,235**
80 Gallon Cylindrical Heated (Pressurize d Tank with wand	**$13,250**	**$11,926**
Propane Torch - 200K BTU; 20# Cylinder; 31' hose	**$1,251**	**$1,126**
Arrow Board - Able 2, 10 Light, Incandescent	**$2,361**	**$2,125**
Strobe Light - Single Front; LED	**$1,294**	**$1,165**
Unpublished Night Work Lights	**$1,555**	**$1,400**
Swing Auger Attachment	**$18,191**	**$16,372**
Cone Holder	**$355**	**$320**
Factory mounting of unit at Bergkamp Factory	**$9,317**	**$8,386**
Unpublished - Night Work Lights	**$3,133**	**$2,820**
Delivery		
Delivery -Mileage rate		**$4.44**

~ ***Price of Chassis is NOT included in above pricing for the FP5 Pothole Patcher.***
Chassis is selected by the buyer in accordance with Bergkamp required specs to accommodate the patcher body.

Bergkamp Price List
Spray Injection Patcher SP Series Body Only

HGAC Amended Pricing Contract SM10-20 Street Maintenance Equipment — **Pricing to take effect 10/1/2022**

Program Pricing in US Dollars	Bergkamp List Price	HGAC 10% off list
Base Patcher Body Pricing >> Mounting Charge Included >>	**$245,200**	**$220,670**
Standard Equipment		
SP5E Dual Hopper Dual Auger	Standard	Standard
Front Mounted In Cab Controls	Standard	Standard
Variable Air System	Standard	Standard
3-Way Emulsion Pump	Standard	Standard
10 Light LED Arrowboard	Standard	Standard
LED Lighting on Machine 6	Standard	Standard
Overnight/Non-Working Hours Emulsion Heater	Standard	Standard
Standard Color: Bergkamp Orange	Standard	Standard
Mounting on Customer's Truck	Standard	Standard
Strobe Light - Single Front; LED	Standard	Standard
Equipment Start Up Training Conducted At Agency's Location	Standard	Standard
InPave™- New installation InPave with one year cellular service (Available in US only)	Standard	Standard
BFIT - One Visit Included	Standard	Standard
Options- SP5 Spray Patcher		
Manual retractable hopper tarp	$4,748	$4,273
360 degree camera system	$15,077	$13,570
Back up Camera w/ Night Vision & Sound	$3,237	$2,913
Delivery		
Delivery Mileage Rate		$4.44

~ ***Price of Chassis is NOT included in above pricing for the SP Series Pothole Patcher***
Chassis is selected by the buyer in accordance with Bergkamp required specs to accommodate the patcher body.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2138

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

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

FROM: Byron Humphry, Director of Park Operations and Facilities

SUBJECT: **Walker Senior Center Generator and Automatic Transfer Switch Purchase**

RECOMMENDATION:
CITY COUNCIL APPROVAL AND MAYOR'S SIGNATURE TO APPROVE THE PURCHASE OF A GENERATOR AND AUTOMATIC TRANSFER SWITCH FOR THE WALKER SENIOR CENTER FROM NIXON POWER SERVICES FOR THE PURCHASE PRICE OF $59,718.17 PLUS ANY ADDITIONAL TARIFF CHARGES UP TO 10% OF THE ORIGINAL PURCHASE PRICE THROUGH SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

BACKGROUND:
The Senior Center at Walker Park serves senior citizens, provides for the Meals on Wheels program, and serves as an emergency shelter as needed. The Senior Center has a natural gas-fired generator to maintain uninterrupted operations during power outages.

DISCUSSION:
The automatic transfer switch has failed and needs to be replaced. Due to the age of the generator, a new transfer switch will necessitate the generator also be replaced as a package unit.

Nixon Power Service has provided a quote and purchase agreement through the Sourcewell cooperative purchasing program (contract # 092222-KOH) for $59,718.17. A tariff fee will also be applied at the time of purchase based on current tariffs in place. The tariffs are volatile and hard to project. At the time of quote, tariffs were estimated at $1,665 but could change before the purchase is authorized and confirmed. An allowance of 10% of the purchase price is requested to adjust as needed for tariff changes.

BUDGET/STAFF IMPACT:
The cost of the generator and transfer switch is $59,718.17. There will be a tariff fee applied at the time of purchase. Initial estimates of the tariff fee is $1,665 but this is subject to change. Sufficient funds are available in the Building Improvements project.

ATTACHMENTS: 3. Staff Review Form, 4. Nixon Power Services Generator Quote & Purchase Agreement

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

File #: 2025-2138

A RESOLUTION TO APPROVE THE PURCHASE OF A GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM NIXON POWER SERVICES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, IN THE AMOUNT OF $59,718.17, PLUS ANY ADDITIONAL TARIFF CHARGES UP TO 10% OF THE ORIGINAL PURCHASE PRICE FOR THE FAYETTEVILLE SENIOR CENTER'S MEALS-ON-WHEELS AND SENIOR NUTRITION PROGRAMS

WHEREAS, the Senior Center at Walker Park serves as an emergency shelter as needed and has a natural gas-fired generator to maintain uninterrupted operations during power outages; and

WHEREAS, the automatic transfer switch has failed and needs to be replaced; and

WHEREAS, due to the age of the generator, a new transfer switch will necessitate the generator also be replaced as a package unit.

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 generator and automatic transfer switch from Nixon Power Services, pursuant to a Sourcewell Cooperative purchasing contract, in the amount of $59,718.17, plus any additional tariff charges up to 10% of the original purchase price for the Walker Senior Center.

City of Fayetteville Staff Review Form

2025-2138

Item ID

11/4/2025

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

Byron Humphry	10/14/2025	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

CITY COUNCIL APPROVAL AND MAYOR'S SIGNATURE TO APPROVE THE PURCHASE OF A GENERATOR AND AUTOMATIC TRANSFER SWITCH FOR THE WALKER SENIOR CENTER FROM NIXON POWER SERVICES FOR THE PURCHASE PRICE OF $59,718.17 INCLUDING ANY ADDITIONAL TARIFF CHARGES UP TO 10% OF THE ORIGINAL PURCHASE PRICE THROUGH SOURCEWELL COOPERATIVE PURCHASING CONTRACT.

Budget Impact:

4470.140.8900-5802.00	Sales Tax Capital Improvements
Account Number	Fund
02046.0202	Building Improvements - Leased Buildings
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,375,347.00
		Expenses (Actual+Encum)	$	498,161.12
		Available Budget	$	**877,185.88**
Does item have a direct cost?	Yes	Item Cost	$	61,383.17
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**815,802.71**

V20221130

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

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

Original Contract Number: _____

Comments:

Nixon Power Services
7777 Northshore Place
North Little Rock, AR 72118
P: 501-568-3000

Mark Varney
Industrial Sales Director
mvarney@nixonpower.com
155 Franklin Road, Suite 255
Brentwood, TN 37027

DEAR VALUED CUSTOMER

As part of the current administration's trade policy initiatives, new tariffs have been introduced that likely will affect industrial goods produced by manufacturers in the emergency generator industry, including Rehlko. We want to keep you informed about how these recent tariff developments may impact your outstanding orders.

WHAT THIS MEANS FOR YOU

- The costs of generator packages may be subject to fluctuations based on evolving tariff tax surcharges imposed within the industry and may affect overall customer costs.
- Tariff tax surcharges are calculated at time of shipment. We can estimate based on knowledge today, but these amounts may change up to the point of shipment.
- Goods delivering on March 1, 2025 or later will be subject to an additional charge. Your additional costs will only be equal to additional amounts incurred by Nixon. Nixon will pass through these charges and additional costs resulting from tariff taxes without applying any administrative mark-up.

A FLUID SITUATION

These tariffs are the result of recent policy decisions and may continue to evolve as further guidance is provided by the administration. While details are still unfolding, we anticipate ongoing adjustments that could impact future pricing.

OUR COMMITMENT TO YOU

We are proactively working with our suppliers and industry partners to gather information. Nixon understands the importance of reliable backup power and is committed to keeping you informed as these policies develop. We are always available to discuss the situation and what we know.

We also understand that you have options when purchasing emergency generators, and we continue to strive to be your best option in the industry.

Best Regards,

Mark Varney

Mark Varney
Industrial Director of Sales
mvarney@nixonpower.com
508-259-3801

From: Taylor Hudson
Industrial Sales
7777 Northshore Place
North Little Rock, AR
Mobile: 501-831-3038
thudson@nixonpower.com
Visit us online @ www.nixonpower.com

Generator

OBJ

Rehlko Model: KG100

This gas generator set equipped with a 4R12X alternator operating at 120/208 volts is rated for 100kW/125 kVA.
Output amperage: 347

Standard Features:

- EPA-Certified for Stationary Emergency Applications
- Discovery Energy, LLC and its affiliates dba Rehlko provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a cULus listing.
- CSA approval is available.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set accepts rated load in one step.
- A one-year limited warranty covers all generator set systems and components. Two-and five-year extended limited warranties are also available.
- Natural gas, LP gas, and dual fuel models are available.
- Air Cleaner Restrictor Indicator
- Alternator Protection
- Battery Rack and Cables
- Electronic, Isochronous Governor
- Gas Fuel System
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature

Alternator Features:

- Open Unit Accessory Kit
- The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broad range reconnectability.

Qty	Description	
	KG100 Generator System	
1	KG100 Generator Set	
	Includes the following:	
	Literature Languages	English
	Approvals and Listings	UL2200 Listing/cUL Genset List
	Engine	SnglFuel,UL,PreAlarm,NG,Stdby
	Nameplate Rating	Standby 130C Rise
	Voltage	60Hz, 120/208V, Wye, 3Ph, 4W
	Alternator	4R12X
	Cooling System	Unit Mounted Radiator, 50C
	Skid and Mounting	Skid, 44"
	Air Intake	Standard Duty
	Controller	APM402
	Enclosure Type	Weather
	Enclosure Material	Steel
	Starting Aids, Installed	1500W,110-120V
	Electrical Accy.,Installed	Battery, 1/12V, Wet,Battery Charger, 6A,Run Relay,2 Input/5 OutputModule
	Rating, LCB 1	100% Rated
	Amps, LCB 1	400
	Trip Type, LCB 1	Electronic, LSI
	Interrupt Rating LCB 1	35kA at 480V
	Miscellaneous Accy,Installed	Coolant in Genset
	Warranty	Standard
	Testing, Additional	Power Factor Test,0.8,3Ph Only
	Total unit length in inches	150
	Total unit width in inches	48
	Total unit height in inches	74
	Total unit weight (lbs)	3,768
	Weight/Dimensions Disclaimer *	Estimates-Not for Construction
1	Flexible Fuel Line (Nat/LP)	

Automatic Transfer Switch

OBJ

Rehlko Model: KUS-DCTC-0800S-XS

3 Pole, 4 Wire, Solid Neutral, 800 amp,
Rehlko rated Standard automatic transfer switch,
Model KUS-DCTC-0800S-XS, rated 208V, 60 Hz
complete with all standard equipment and housed in a
NEMA Type 3R enclosure.

Standard Features

- UL 1008 Listed (cULus)file # E58962 (automatic)
- IBC seismic certification available

- Contactor-based service entrance ATS
- Available in 2,3, or 4 pole configurations
- Integral solid neutral provides line-to-neutral monitoring
- Electrically operated, mechanically held mechanism
- High withstand and close-on ratings
- Design suitable for emergency and standby applications on all classes of load, 100% tungsten rated through 400 amps
- Silver alloy main contacts
- Gold-flashed engine start contacts rated 2 amps @ 30 VDC/250VAC
- Front-accessible contacts for easy inspection
- Front-replaceable main and arcing contacts (800-4000 amps)
- Reliable, field-proven solenoid mechanism
- Switching mechanisms lubricated for the expected life of the transfer switch
- Internal manual operating handle
- Main shaft auxiliary position-indicating contacts rated 10 amps @32 VDC/250 VAC
- NEMA type 1,12, 3R, 4, and 4X enclosures available
- Standard one-year limited warranty. Extended limited warranties are available.

Qty	Description
	ATS KUS Transfer Switch System
1	KUS-DCTC-0800S-XS

Includes the following:

Literature Languages	English
Mechanism	Service Entrance, Utility
Transition	Standard
Logic	1500
Voltage	208 V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 3R
Amps	800 Amps
Connection	Standard
ATS Utility Switching Device	100% ET
ATS Fault Level	Standard
IBC Seismic Certification	None
CSA Certification	None
Miscellaneous Acc.,Installed	External Battery Supply Module
Warranty	1-YR STANDARD

Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off--Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: Approx. 20 weeks for the generator and 15 weeks for the ATS ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.

Distributor Startup & Freight

A FACTORY TRAINED TECHNICIAN shall perform startup inspection and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost.

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

Due to Market Volatility, pricing will be held for 30 Days.

Exceptions

Model	Kohler List Price (Each)	Sourcewell Member Discount (% = $)	Sourcewell Member Total Price FOB Factory
KG100	$65,659.31	50.3% ($33,015.14)	$32,644.17
KUS-DCTC-0800S-XS	$28,301.00	30% ($8,490.30)	$19,810.70

OPEN MARKET ITEMS	Price (Each)
Generator Freight	$2,400.00
ATS Fright	$1,200.00
Startup By Certified Kohler Technician	$1,036.80
Load Bank (2hr, 100%, done at time of startup)	$821.70
5 Year Warranty (Generator)	$843.60
5 Year Warranty (ATS)	$961.20
Subtotal	$59,718.17
PROJECT TOTAL	$59,718.17

Estimated Tariff at time of quote: $1,665.00
Actual/Applicable Tariff will be applied at time of shipment

Sourcewell Account Number: 092222-KOH

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: KG100, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company: Nixon Power Services

Print Name: Taylor Hudson

Title: Outside Sales

Signature: Taylor Hudson

Date: 9/29/2025

Accepted by:

Company:

Print Name:

Title:

Signature:

Date:

PO Number:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2148

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

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

FROM: Byron Humphry, Director of Park Operations and Facilities

SUBJECT: **A Resolution to approve a multi-year contract for on-call electrical services with Austin King, Inc. D/B/A King Electric**

RECOMMENDATION:
Approval of a Resolution to award Bid 25-49, Construction - On-Call Electrical Services and a contract to Austin King, Inc. D/B/A King Electric for on-call as-needed electrical services for one year with four one-year automatic renewals.

BACKGROUND:
Electrical services are bid for a contract period of one year with an automatic option to renew for four additional one-year terms, for a possible contract term of five years. This contract is utilized by various City departments and divisions on an as-needed, on-call basis. Single electrical projects that exceed the threshold for City Council approval, currently $50,000, will require additional City Council approval.

DISCUSSION:
Bids were received from two vendors. King Electric is the lowest qualified responsive responsible bidder and has been awarded the electrical on-call contract for the past four contract terms. They continue to offer the City competitive pricing, exceptional customer service and are familiar with the City's electrical structure of various buildings and facilities.

BUDGET/STAFF IMPACT:
Budgeted funds will be utilized by each City department and division depending on their electrical project and repairs needed.

ATTACHMENTS: 3. Staff Review Form, 4. King Electric Contract Appendix

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

File #: 2025-2148

A RESOLUTION TO AWARD BID #25-49 AND AUTHORIZE A CONTRACT WITH AUSTIN KING, INC. D/B/A KING ELECTRIC TO PROVIDE ON-CALL ELECTRICAL SERVICES FOR ONE YEAR WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-49 and authorizes a contract with Austin King, Inc. D/B/A King Electric to provide on-call electrical services for one year with automatic renewals for up to four additional one year terms.

City of Fayetteville Staff Review Form

2025-2148

Item ID

11/4/2025

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

Byron Humphry	10/15/2025	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a Resolution to award Bid 25-49, Construction - On-Call Electrical Services and a contract to Austin King, Inc. D/B/A King Electric for on-call as-needed electrical services for one year with four one-year automatic renewals.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
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 # 258-20

Change Order Number:

Approval Date: 10/20/2020

Original Contract Number:

Comments:

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 Austin King Inc. dba King Electric (Contractor or King Electric). CITY OF FAYETTEVILLE and King Electric, in consideration of their mutual covenants, agree as follows:

1. King Electric, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and/or all other accessories and services necessary to complete items bid per Bid 25-49, Construction – On-Call Electrical Services as stated in King Electric's bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 25-49.
    a. The City of Fayetteville shall pay King Electric for completion of the project(s) based on prices indicated in Appendix B.

    b. Payments will be made after approval and acceptance of work and submission of invoice Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. Invoices shall be submitted itemized to the detail and breakout presented in the bid form.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. Appendix A: Bid Tabulation
        ii. Appendix B: Bid Package identified as Bid 25-49, Construction – On-Call Electrical Services with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        iii. Appendix C: King Electric's Bid Submittal
        iv. Appendix D: King Electric's Certificate of Insurance

3. This agreement may be modified only by a duly executed written instrument signed by the CITY and King Electric.

4. King Electric shall not assign its duties under the terms of this agreement.

5. Debarment and Suspension: By execution of this agreement, Contractor certifies that to the best of its knowledge and belief that the Contractor and it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

6. Indemnification: The CITY requires King Electric to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of King Electric, or their employees, agents, Subcontractors, sub consultant and Suppliers of King Electric.

7. Insurance: King Electric shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that applicable coverage exists for the following insurance which shall be maintained throughout the term of the Contract. Any work sublet; the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, King Electric shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance shall be paid by King Electric. The Certificate of Insurance shall show the City as an additional insured.
    a. Workmen's Compensation: Statutory Amount
    b. Comprehensive General & Automobile Insurance: $500,000 for each person injured.
    c. Bodily Injury Liability: $1,000,000 for each accident.
    d. Property Damage Liability: $1,000,000 aggregate.

8. King Electric shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or King Electric with 30 calendar days written notice.

10. The City agrees to reserve the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either King Electric or the City notifies the other of its intent to terminate the contract at the end of the contract period.
    a. Single projects exceeding $50,000.00 will require additional approval from the Fayetteville City Council.

    b. Single projects over the City Council threshold of $50,000.00 shall require one hundred percent (100%) performance and payment bonds. Performance and Payment bonds shall be provided to the City after being file marked at the Washington County Circuit Clerk's Office.

    c. King Electric shall warranty work performed under this contract for a period of one (1) full year from the date of final payment for each project awarded under this contract.

11. 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.

12. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute. Venue for all legal disputes shall be Washington County, Arkansas.

13. 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 Contractor 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.

14. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

15. Liens: No liens against this construction project(s) are allowed. Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics of materialmen's liens in relation to this public construction project. Arkansas law requires, and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

16. 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. 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 the Contractor 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 the Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Contractor of defects, City and Design Professional shall promptly inform the City what action, if any, Contractor shall take with regard to the defects.

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

d. 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 Contractor, 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.

    i. If any Defective Work is found, City shall promptly notify Contractor in writing. Unless City provides written acceptance of the condition, Contractor 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 Contractor or give Contractor an opportunity to test or correct Defective Work as reasonably requested by Contractor, City waives Contractor'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.

e. TAXES AND PERMITS: Contractor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Contractor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

f. 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.

17. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of King Electric:

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

    ii. Assist King Electric by placing at King Electric disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

    iii. Assist King Electric in obtaining access to property reasonably necessary for King Electric to perform its services.

    iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by King Electric and render in writing decisions pertaining thereto.

    v. Review all documents and provide written comments to King Electric in a timely manner.

18. Additional Responsibilities of King Electric:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve King Electric 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. King Electric shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by King Electric negligent performance, except beyond the King Electric 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. King Electric obligations under this clause are in addition to Contractor'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 King Electric for faulty materials, equipment, or work.

19. Gratuities:

a. If CITY OF FAYETTEVILLE finds after a notice and hearing that King Electric or any of King Electric 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 King Electric 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 King Electric as it could pursue in the event of a breach of the Agreement by King Electric. 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 King Electric incurs in providing any such gratuities to any such officer or employee.

20. Contractor's Representations:

a. King Electric has examined and carefully studied all contract documents.

b. King Electric shall visit the project sites and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

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

d. King Electric does not consider that any additional examinations, investigations, explorations,

tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

e. **King Electric** is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

CITY OF FAYETTEVILLE, ARKANSAS	AUSTIN KING, INC. DBA KING ELECTRIC
By: _____	By: Austin King
Molly Rawn, Mayor	**Austin King, COO**
ATTEST:	
By: _____	
Kara Paxton, City Clerk - Treasurer	
Date Signed: _____	Date Signed: 10/16/25

Appendix A:
Bid Tabulation

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 25-49, Construction - On-Call Electrical Services

DEADLINE: Tuesday, October 07, 2025 at 2:00 PM

				King Electric		Bill's Electric Inc.	
			Total	$178,300.00		$236,687.50	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
	SECTION A: Fees			$96,950.00		$95,700.00	
1.1	Material (Cost plus %) $0-$100	1000	Dollars	$1.35	$1,350.00	**$1.10**	$1,100.00
1.2	Material (Cost plus %) $101-$500	1000	Dollars	$1.35	$1,350.00	**$1.10**	$1,100.00
1.3	Material (Cost plus %) $501-$1000	5000	Dollars	$1.35	$6,750.00	**$1.10**	$5,500.00
1.4	Material (Cost plus %) $1001-$5000	5000	Dollars	$1.20	$6,000.00	**$1.10**	$5,500.00
1.5	Material (Cost plus %) $5001 and up	65000	Dollars	**$1.10**	$71,500.00	**$1.10**	$71,500.00
1.6	Rental Equipment (Cost plus %)	10000	Dollars	**$1.00**	$10,000.00	$1.10	$11,000.00
	SECTION B: Hours			$81,350.00		$140,987.50	
2.1	Journeyman Electrician - Straight/Regular Time	500	Hours	**$60.00**	$30,000.00	$75.00	$37,500.00
2.2	Journeyman Electrician - Nights and Weekends	25	Hours	**$80.00**	$2,000.00	$112.50	$2,812.50
2.3	Journeyman Electrician - Holiday	10	Hours	**$80.00**	$800.00	$150.00	$1,500.00
2.4	Apprentice Electrician - Straight/Regular Time	500	Hours	**$45.00**	$22,500.00	$60.00	$30,000.00
2.5	Apprentice Electrician - Nights and Weekends	25	Hours	**$65.00**	$1,625.00	$90.00	$2,250.00
2.6	Apprentice Electrician - Holidays	10	Hours	**$65.00**	$650.00	$120.00	$1,200.00
2.7	Electrician's Helper - Straight/Regular Time	500	Hours	**$10.00**	$5,000.00	$55.00	$27,500.00
2.8	Electrician's Helper - Nights and Weekends	25	Hours	**$15.00**	$375.00	$82.50	$2,062.50
2.9	Electrician's Helper - Holidays	10	Hours	**$15.00**	$150.00	$110.00	$1,100.00
2.10	Foreman/Supervisor - Straight/Regular Time	200	Hours	**$60.00**	$12,000.00	$75.00	$15,000.00
2.11	Foreman/Supervisor - Nights and Weekends	25	Hours	**$80.00**	$2,000.00	$112.50	$2,812.50
2.12	Foreman/Supervisor - Holidays	10	Hours	**$80.00**	$800.00	$150.00	$1,500.00
2.13	General Laborer - Straight/Regular Time	300	Hours	**$10.00**	$3,000.00	$45.00	$13,500.00
2.14	General Laborer - Nights and Weekends	20	Hours	**$15.00**	$300.00	$67.50	$1,350.00
2.15	General Laborer - Holidays	10	Hours	**$15.00**	$150.00	$90.00	$900.00

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

Trevel Young

Trevel Young, Procurement Agent

K Fitch

Kenny Fitch, Sr Procurement Agent

Appendix B:
Bid Package
Bid 25-49, Construction On-Call Electrical Services

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-49, Construction - On-Call Electrical Services

DEADLINE: Tuesday, October 07, 2025 before 2:00 PM, Local Time
CONTACT: Sr. Procurement Agent Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 09/14/2025 & 09/21/2025

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Procurement Division. Submitting through the City's electronic bidding platform is strongly encouraged.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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 Division.

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 24-49, Construction – On-Call Electrical Services

The City of Fayetteville is accepting sealed bids from properly licensed firms to provide various electrical services for City-owned facilities or equipment on an on-call basis. Questions regarding this bid should be addressed to Kenny Fitch, Sr Procurement Agent at kfitch@fayetteville-ar.gov.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, October 7, 2025 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Procurement Division. All bids shall be received prior to the bid deadline. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on Zoom. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment.

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, the 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 waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville
By: Kenny Fitch
Sr Procurement Agent
479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 09.14.25 & 09.21.25
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $295.16

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

1. EXECUTION OF BID:

   a. All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

      i. Bid Attributes
      ii. Bid Line Items – Bidders shall bid on all line items and not submit partial bids
      iii. Response Attachments –Required Bid Form (this form, completed in its entirety)

   b. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

2. PRICE:

Bidders shall submit pricing on the City's online bidding portal in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically. Contact the City Procurement Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

3. BIDDER CERTIFIES:

   a. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

   b. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.

   c. 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.

   d. 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.

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

e. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

f. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.

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

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

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

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

_____

_____

i. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

j. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

k. Federal Executive Order (EO) 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.

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

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

4. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

5. SIGNATURE SUBMITTAL:

NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

D/B/A or Corporation Name _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

References

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

COMPANY NAME: _____

BUSINESS ADDRESS: _____

NUMBER OF YEARS IN BUSINESS: _____HOW LONG IN PRESENT LOCATION: _____

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

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

1. SUBMISSION OF BID & BID EVALUATION:
   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Procurement Division.

   c. Bidding documents and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.

   d. The City will not be responsible for misdirected bids. Bidder should call the Procurement Division Office at (479) 575-8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

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

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

   g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:
   No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Sr. Procurement Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:
   Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Procurement Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

Bid 25-49, Construction – On-Call Electrical Services
Appendix B

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:
In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.

b. The City of Fayetteville reserves the right to accept or reject any or all bids.

c. The City of Fayetteville reserves the right to cancel the entire bid.

d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

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

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

6. CONFLICT OF INTEREST:
a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".

b. All bidders shall promptly notify Kenny Fitch, City Sr Procurement Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWL OF BID:
A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Procurement Division.

8. LATE BID OR MODIFICATIONS:
Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Procurement Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

Bid 25-49, Construction – On-Call Electrical Services
Appendix B

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

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

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

13. INDEMNIFICATION:

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

Bid 25-49, Construction – On-Call Electrical Services Appendix B

14. 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 contract completion.

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

16. 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, Procurement Division, immediately.

17. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

18. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Procurement Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

19. 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.

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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.

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

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

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

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

22. 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 Procurement 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.

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23. ADDITIONAL REQUIREMENTS:

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

24. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

25. INTEGRITY OF BID DOCUMENTS:

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

26. OTHER GENERAL CONDITIONS:

a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall <u>not</u> be included in the bid price***. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

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

Appendix B
Bid 25-49, Construction – On-Call Electrical Services

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

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

h. NOTE: Any uncertainties shall be brought to the attention to Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Procurement Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch via e-mail (kfitch@fayetteville-ar.gov). No oral interpretation or clarifications will be given as to the meaning of any part of this bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

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

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

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

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

27. ATTACHMENTS TO BID DOCUMENTS:

a. Attachment A: General Requirements

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Bid 25-49, Construction – On-Call Electrical Services

1. GENERAL:

1) The City requires the services of an Electrical Contractor to provide labor, materials, and equipment to perform repairs, new installations, and any necessary service to various City buildings and projects on an as needed basis.

2) The City anticipates awarding a contract for an initial one (1) year term with automatic renewals for four (4) additional one (1) year terms. Either party may decline to renew by providing the other party with written notice at least thirty (30) days prior to the expiration of the current contract term.

3) All invoices shall be presented to the City, fully itemized, utilizing bid pricing to arrive at the final total invoice amount. All invoices shall include the following information at a minimum:

    a) General description of services provided, including the project address.

    b) City Department that ordered the materials or services.

    c) Order Date.

    d) Delivery date or date of services.

    e) Name of City employee that requested or picked up the goods, materials, or service.

    f) Bid number that applies to the purchase and invoices. The amounts in the invoice should match the bid.

4) The City reserves the right to bid any project. This is not an exclusive contract.

5) The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall include a response time.

6) On site emergency response time shall be no more than two (2) hours after notification. Regular response time shall be no more than 48 hours after contact. Bidder shall include mileage and travel time as part of this agreement. The City shall not be responsible for additional mileage, travel time costs, surcharges, fuel fees, or any other fees added onto invoicing.

7) The City anticipates approximately 500 hours of service for various projects during each contract term. This quantity is an estimate only and does not represent any guaranteed work to be performed during the contract period. The City shall not be obligated to purchase more or less than the estimated quantities listed. The City reserves the right to purchase more or less via an on-call basis depending upon actual needs during the contract period.

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8) Bidders shall furnish evidence that they have past experience in the type of work as outlined in the bid specifications and shall include specific experience. A minimum of four (4) references must be submitted with each bid for projects that have been completed within the past five (5) years.

9) Bidder shall be a licensed electrical contractor with the State of Arkansas. A current valid Arkansas contractor's license is required and shall be valid at time of bid deadline.

10) Bidder shall hold an active registration in "Good Standing" with the Arkansas Secretary of State prior to the bid award.

11) The Bidder shall possess the correct occupational licenses, all professional licenses and any other authorizations necessary to carry out and perform the work required by the project AT THE TIME OF BID SUBMISSION pursuant to all applicable Federal, State, and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

12) The Contractor shall be responsible for obtaining all required permits; however, fees for all permits will be waived and shall not be included in pricing.

13) All work shall be performed in a good, workmanship-like manner and shall conform to codes enforced by the City Inspection Division.

14) In the event a single project is deemed to exceed $50,000, the City department that requested the service and the Procurement department shall be notified by the Contractor immediately.

15) Any single project exceeding $50,000 will require a 100% performance bond and 100% payment bond to be delivered to the City after the project has been approved by Fayetteville City Council. The bonds shall be filed and file marked at the Washington County Circuit Clerks Office prior to the delivery to the City.

16) Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, etc. Prices quoted shall be firm for the term of the contract.

17) The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project including any necessary assistants to complete each project. When any work under this contract is being performed, the City and necessary employees shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

18) Major and important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed upon written request of the Contractor.

19) The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. The Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.

Bid 25-49 Construction – On-Call Electrical Services Appendix B

20) The Contractor shall provide efficient supervision for the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall report at once to the Project Manager any error, inconsistency, or omission which he may discover, but he shall not be held responsible for the existence or discovery.

21) In the event the City becomes unhappy with hours billed on projects, quality of work, timeliness of performance or any other manner, the City reserves the right to cancel this contract with a thirty (30) day written notice at no penalty to the City.

22) Any work orders associated with all City owned and leased buildings will be directed by the Facilities Management division.

23) Any other work orders associated will be directed through their respective division.

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Bid 25-49, Construction – On-Call Electrical Services

Appendix C:
King Electric's Submittal

Bid 25-49 Addendum 1
King Electric
Austin King Inc.
Supplier Response

Event Information

Number: Bid 25-49 Addendum 1
Title: Construction - On-Call Electrical Services
Type: Invitation to Bid
Issue Date: 9/14/2025
Deadline: 10/7/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms to provide various electrical services for City-owned facilities or equipment on an on-call basis. Questions regarding this bid should be addressed to Kenny Fitch, Sr Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

Contact: Kenny Fitch
Address: Procurement
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

King Electric Information

Address: 96 Lillie Lane
Fayetteville, AR 72701
Phone: (479) 443-0006

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

Chris King
Signature

chris@ckingelectric.net
Email

Submitted at 10/7/2025 12:59:16 PM (CT)

Requested Attachments

Signature Forms for Bid 25-49 — King Electric.pdf

Please attach all completed bid forms. These documents can be found in the Project Manual located under the "Attachments" tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 100142465
2	**Arkansas Contractor's License Number** 0063870425
3	**Maximum Emergency Response Time** 1 hour
4	**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
5	**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

6 **Addendum Acknowledgement:**

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

☑ I agree

Bid Lines

1 **Package Header**

SECTION A: Fees (Estimated Annual)

Quantity: 1 UOM: Contractors Cost Estimate Total: $96,950.00

Item Notes: Please put your mark up as a 1 plus the decimal percentage amount. This will get you the total plus cost amount for each line.
(For example, a 10% markup would need to be put in as 1.10, 25% as 1.25, etc.)

Package Items

1.1 Material (Cost plus %) $0-$100

Quantity: 1000 UOM: Dollars Price: $1.35 Total: $1,350.00

1.2 Material (Cost plus %) $101-$500

Quantity: 1000 UOM: Dollars Price: $1.35 Total: $1,350.00

1.3 Material (Cost plus %) $501-$1000

Quantity: 5000 UOM: Dollars Price: $1.35 Total: $6,750.00

1.4 Material (Cost plus %) $1001-$5000

Quantity: 5000 UOM: Dollars Price: $1.20 Total: $6,000.00

1.5 Material (Cost plus %) $5001 and up

Quantity: 65000 UOM: Dollars Price: $1.10 Total: $71,500.00

1.6 Rental Equipment (Cost plus %)

Quantity: 10000 UOM: Dollars Price: $1.00 Total: $10,000.00

2 **Package Header**

SECTION B: Hours (Estimated Annual)

Quantity: 1 UOM: Price/Hour Total: $81,350.00

Item Notes: *Put in price per hour for each*

Package Items

2.1 Journeyman Electrician - Straight/Regular Time

Quantity: 500 UOM: Hours Price: $60.00 Total: $30,000.00

2.2 Journeyman Electrician - Nights and Weekends

Quantity: 25 UOM: Hours Price: $80.00 Total: $2,000.00

2.3 Journeyman Electrician - Holiday

Quantity: 10 UOM: Hours Price: $80.00 Total: $800.00

2.4 Apprentice Electrician - Straight/Regular Time

Quantity: 500 UOM: Hours Price: $45.00 Total: $22,500.00

2.5 Apprentice Electrician - Nights and Weekends

Quantity: 25 UOM: Hours Price: $65.00 Total: $1,625.00

2.6 Apprentice Electrician - Holidays

Quantity: 10 UOM: Hours Price: $65.00 Total: $650.00

2.7 Electrician's Helper - Straight/Regular Time

Quantity: 500 UOM: Hours Price: $10.00 Total: $5,000.00

2.8 Electrician's Helper - Nights and Weekends

Quantity: 25 UOM: Hours Price: $15.00 Total: $375.00

2.9 Electrician's Helper - Holidays

Quantity: 10 UOM: Hours Price: $15.00 Total: $150.00

2.10 Foreman/Supervisor - Straight/Regular Time

Quantity: 200 UOM: Hours Price: $60.00 Total: $12,000.00

2.11 Foreman/Supervisor - Nights and Weekends

Quantity: 25 UOM: Hours Price: $80.00 Total: $2,000.00

2.12 Foreman/Supervisor - Holidays

Quantity: 10 UOM: Hours Price: $80.00 Total: $800.00

2.13 General Laborer - Straight/Regular Time

Quantity: 300 UOM: Hours Price: $10.00 Total: $3,000.00

2.14 General Laborer - Nights and Weekends

Quantity: 20 UOM: Hours Price: $15.00 Total: $300.00

2.15 General Laborer - Holidays

Quantity: 10 UOM: Hours Price: $15.00 Total: $150.00

Response Total: $178,300.00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Gould Door & Hardware Co., Inc.
3521 Airport Road
Jonesboro, AR 72401

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
412 Mt. Kemble Ave., Suite 310N
Morristown, NJ 07960

OWNER:
(Name, legal status and address)

Phoenix Contractors, LLC

BOND AMOUNT: $ Five Percent of Bid Amount----(5%)

PROJECT:
(Name, location or address, and Project number, if any)

Bid Job #8 Doors, Frames, Hardware, Specialties: Searcy Agri Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.
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Signed and sealed this 7th day of October 2025

Austin King Inc
(Contractor as Principal) (Seal)

(Witness)

(Title)

Berkley Insurance Company
(Surety) (Seal)

(Witness)

(Title) William H. Griffin (Attorney-In-Fact)

Init.

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No. BI-10218e-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***William H. Griffin, IV; Nick W. Peters; James R. Ramsay; Elisha Burks; or Cole Swede of Sterling Seacrest Pritchard, Inc. of North Little Rock, AR*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 7th day of October, 2025.

_____
Vincent P. Forte

BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

1. EXECUTION OF BID:

   a. All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

      i. Bid Attributes
      ii. Bid Line Items – Bidders shall bid on all line items and not submit partial bids
      iii. Response Attachments –Required Bid Form (this form, completed in its entirety)

   b. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

2. PRICE:

   Bidders shall submit pricing on the City's online bidding portal in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Procurement Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

3. BIDDER CERTIFIES:

   a. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

   b. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.

   c. 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.

   d. 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.

e. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

f. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.

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

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

__X__ 1.) NO KNOWN RELATIONSHIP EXISTS

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

_____

_____

i. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

j. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

k. 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.

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

4. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Chris King	10-7-25

5. SIGNATURE SUBMITTAL:

NAME OF FIRM: ~~King Electric~~ Austin King Inc

Purchase Order/Payments shall be issued to this name

D/B/A or Corporation Name King Electric

BUSINESS ADDRESS: 96 Lillie Ln

CITY: Fayetteville STATE: AR ZIP: 72701

PHONE: 479 443 0006 FAX:

E-MAIL: Chris@CKingelectric.net

TAX ID #: 62-1665009 AR SECRETARY OF STATE FILING #:

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

SIGNATURE:

PRINTED NAME: Chris King

TITLE: President DATE: 10-7-25

City of Fayetteville
Bid 25-49, Construction – On-Call Electrical Services
References

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

COMPANY NAME: Austin King Inc

BUSINESS ADDRESS: 96 Lillie Ln Fay, AR 72701

NUMBER OF YEARS IN BUSINESS: 38 HOW LONG IN PRESENT LOCATION: 3 yrs

TOTAL NUMBER OF CURRENT EMPLOYEES: 29 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 29 FULL TIME ____ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Kinco
COMPANY NAME

Little Rock, AR 72210
CITY, STATE, ZIP

David Groening
CONTACT PERSON

479-287-7380
TELEPHONE

10-7-25
DATE COMPLETED

Dgroening@kinco.com
E-MAIL ADDRESS

2. Tyson Foods
COMPANY NAME

Springdale, AR 727164
CITY, STATE, ZIP

Don Carter
CONTACT PERSON

479-530-8214
TELEPHONE

10-7-25
DATE COMPLETED

Donald.carter@tyson.com
E-MAIL ADDRESS

3. SSI
COMPANY NAME

Springdale, AR 72762
CITY, STATE, ZIP

Lesley Crigler
CONTACT PERSON

479-305-5125
TELEPHONE

10-7-25
DATE COMPLETED

lcrigler@ssiofnwa.com
E-MAIL ADDRESS

4. Highlands Oncology Group
COMPANY NAME

Fay AR 72701
CITY, STATE, ZIP

Leah Suzor
CONTACT PERSON

479 790 8491
TELEPHONE

10-7-25
DATE COMPLETED

ISuzor@hogonc.com
E-MAIL ADDRESS

Appendix D:
King Electric's
Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sterling Seacrest Pritchard, Inc.
9900 Maumelle Blvd.
Suite B
North Little Rock AR 72113

CONTACT NAME: Mckenzie Smith
PHONE (A/C, No, Ext): 501-478-2967 **FAX (A/C, No):**
E-MAIL ADDRESS: mckenzies@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Plaza Insurance Co	30945
INSURER B : State Auto Mutual Insurance Co	25135
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AUSTKIN-01
Austin King, Inc.
DBA: King Electrical Contractors, Inc.
96 Lillie Lane
Fayetteville AR 72701

COVERAGES **CERTIFICATE NUMBER:** 1189856180 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Blkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: Contractors E&O	Y	Y	10187013CP	9/16/2025	9/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Claim $1,000,000	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Agg $1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	10186819CA	9/16/2025	9/16/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	10187154CU	9/16/2025	9/16/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	10214316WC	9/16/2025	9/16/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Installation Floater including materials stored @ insured's premises			10187013CP	9/16/2025	9/16/2026	Limit Per Jobsite Stored Materials Deductible	$500,000 $500,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), and Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability, and Workers Compensation.;

CERTIFICATE HOLDER

City of Fayetteville
113 W. Mountain St.
Fayetteville AR 727016069
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2026

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Fresh Start Junk Removal LLC to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:
Staff recommends City Council approval of a resolution with Fresh Start Junk Removal LLC for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:
City Code 50. 29 - Private Collectors; Contract with City Required
No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city. (Code 1965, § 10- 46; Ord. No. 1194, 4- 6- 59; Code 1991, § 50. 29)

In accordance with this City Code, Fresh Start Junk Removal LLC has submitted a request for a contract to haul solid waste within the city limits of Fayetteville.

There are currently 21 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:
The hauling contract will permit Fresh Start Junk Removal LLC to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Fresh Start Junk Removal LLC to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

The term of the agreement will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Fresh Start Junk Removal LLC to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: 3. Staff Review Form, 4. Fresh Start Junk Removal LLC

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

File #: 2025-2026

A RESOLUTION TO APPROVE AN AGREEMENT WITH FRESH START JUNK REMOVAL LLC FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE FOR A PERIOD OF 2 YEARS WITH AUTOMATIC RENEWALS FOR TWO ADDITIONAL 2 YEAR TERMS

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 an agreement with Fresh Start Junk Removal LLC, a copy of which is attached to this Resolution, for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms.

City of Fayetteville Staff Review Form

2025-2026

Item ID

11/4/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Daryl Brigman	10/3/2025	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Fresh Start Junk Removal LLC to haul and dispose of solid waste in the City 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:

AGREEMENT TO HAUL AND DISPOSE OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

This Agreement (the "Agreement"), is entered into on this _____ day of _____ 2025, between the **City of Fayetteville, Arkansas,** a municipal corporation (the "City"), and Fresh Start Junk Removal LLC (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.

2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.

3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.

4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.

5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.

6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) Hauler's worksheet calculating the fees remitted; (ii) a list of payments received from customers within the City; (iii) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (iv) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. (iii) Hauler's worksheet calculating the fees remitted; (iv) a list of payments received and locations from customers within the City; (v) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (vi) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit shall be paid by the Hauler to the City. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law. The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if

disclosed would give advantage to competitors." Any Confidential Information provided by Hauler to the City or the third-party external auditor will only be reviewed by City financial staff and will not be made available to City solid waste staff.

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.

11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.

12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.

13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.

14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.

15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.

16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.

18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be _____. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

    a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.
    b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.
    c) City will be added as an additional insured on General Liability and Auto Liability policies.
    d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability except Automobile	$1,000,000 each occurrence
Property Damage Liability Except Automobile	$1,000,000 each aggregate
Automobile Bodily Injury	$1,000,000 each person
Comprehensive General Liability	$1,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

21. Termination:

a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.

b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.

c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

22. All notices required or permitted under this contract shall be submitted in writing to the other party of this contract by electronic mail, return receipt requested, and by U.S. Mail, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville	Fresh Start Junk Removal LLC
Environmental Director	Attn: 2272 Worth Ln, Suite A
113 West Mountain Street	Springdale Arkansas
Fayetteville, AR 72701	freshstartjunkllc@gmail.com

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.

24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

CITY OF FAYETTEVILLE 9-25-25

By: _____
MOLLY RAWN, Mayor

By: Boston piper – owner
NAME, Title

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: Abigail Dorcy
Abigail Dorcy

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2008

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Leif Olson, Sustainability Planner

SUBJECT: **Technical Consulting Services Grant from the Recycling Partnership Inc. to assist the Recycling and Trash Division's development of a Request for Proposals to secure recyclable processing services.**

RECOMMENDATION:
Acceptance of an in-kind technical assistance grant from the Recycling Partnership and engage with their hired consultant Kessler Consulting, Inc. to help staff in the development of technical specifications to be used during the City's procurement process to secure recycling processing services.

BACKGROUND:
In August 2025, the City Council adopted an Ordinance aligning the City's recycling and trash collection rates with the recent rate study and converting to an automated cart-based recycling collection system. This conversion will require the selection of a recyclable materials processor through the City's procurement process.

The Recycling Partnership is a non-profit organization that facilitates grants for local communities to modernize recycling facilities, improve access to resources, and provide recycling carts to households across the nation. The City has been in collaboration with the Recycling Partnership on strategies to secure recycling processing services to sort the co-mingled recyclable materials that will be collected through the new cart-based collection system.

DISCUSSION:
With the support of Cash Grants and In-Kind Services from the Recycling Partnership, the City will engage with Recycling Partnership's hired consultant, Kessler Consulting, Inc., to support the development of technical specifications to be used during the City's procurement process to secure recycling processing services. The procurement process is expected to consist of (1) meetings with prospective vendors; (2) the development of an RFP; (3) review of vendor proposals received in response to the RFP; (4) negotiation of final contract terms; and (5) development of contract language. This effort will result in a fully executed contract between the City and a processing vendor to provide recycling processing services. Recycling processing services will allow the City to transition its recycling collection program to an automated, cart-based service in 2026, thereby significantly increasing household participation in recycling and thus increasing the amount captured for recycling.

BUDGET/STAFF IMPACT:
There is no budget or staff impact. The Recycling Partnership has agreed to provide technical consulting

services to the City through a cash grant valued at $75,000 to assist with the development of a Request for Proposals and the development of contract language. The Recycling Partnership will directly pay Kessler Consulting, Inc. to provide technical support to the city. No funds will be paid to the City of Fayetteville.

ATTACHMENTS: 3. Staff Review form, 4. City of Fayetteville AR Grant Agreement Consulting Final TRP signed

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

File #: 2025-2008

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A RECYCLING PARTNERSHIP GRANT AGREEMENT AND ACCEPT AN IN-KIND TECHNICAL ASSISTANCE GRANT IN THE AMOUNT OF $75,000.00

WHEREAS, on August 5, 2025, City Council passed Ordinance 6898 aligning the City's recycling and trash collection rates with the recent rate study and converting to an automated cart-based recycling collection system that will require the selection of a recyclable materials processor through the City's procurement process; and

WHEREAS, the Recycling Partnership is a non-profit organization that facilitates grants for local communities to modernize recycling facilities, improve access to resources, and provide recycling carts to households across the nation; and

WHEREAS, the City has been in collaboration with the Recycling Partnership on strategies to secure recycling processing services to sort the co-mingled recyclable materials that will be collected through the new cart-based collection 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 the acceptance of an in-kind technical assistance grant from the Recycling Partnership in the amount of $75,000.00, and authorizes Mayor Rawn to sign a Recycling Partnership Grant Agreement, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-2008

Item ID

10/21/2025

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

Leif Olson	10/1/2025	SUSTAINABILITY/RESILIENCE (631)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Acceptance of an in-kind technical assistance grant from the Recycling Partnership.

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:

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Recycling Partnership Grant Agreement ("Grant Agreement") is entered into on the last date of execution below ("Effective Date"), by and between THE RECYCLING PARTNERSHIP, INC., a non-stock corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business located at 20 F Street NW, 7th Floor, Washington, DC 20001 ("Grantor"), and CITY OF FAYETTEVILLE, a municipal government organized pursuant to the laws of the State of Arkansas, with its principal place of business located at 203 N School Ave, Fayetteville, AR 72701 , with its principal place of business located at 20 F Street NW, 7th Floor, Washington, DC 20001 (the "Grantee"), which are referred to collectively herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Grantor is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), as an organization described in Code Section 501(c)(3), and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, Grantor's purpose includes furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, Grantee intends to increase the capture of recyclable materials by engaging a consultant to advise Grantee regarding the procurement of a recycling processing servicer, as further described in Attachment A (hereinafter referred to as the "Work Plan" or the "Project");

WHEREAS, Grantor has determined the Project will increase residential recycling and provide environmental benefits and thereby further its charitable purposes within the meaning of Code Section 501(c)(3); and

WHEREAS, Grantor desires to further its charitable purposes by providing Cash Grants (as defined below) and In-Kind Services (as defined below) to Grantee to support the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant Agreement Documents**. This Grant Agreement includes Attachment A, comprises the entire agreement between the Parties, and supersedes all previous and contemporaneous agreements and representations, whether oral or written.

2. **Term**. This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on September 30, 2026.

3. **Duties of Grantee**. In exchange for the Cash Grants and In-Kind Services from Grantor, Grantee shall complete the Project including, without limitation, all reporting requirements, in accordance with the Work Plan and all other terms and conditions set forth in this Grant Agreement.

4. **Duties of Grantor**. Subject to Grantee satisfying its obligations under this Grant Agreement, Grantor shall make cash grants to Grantee in an amount not to exceed $75,000 (SEVENTY FIVE THOUSAND DOLLARS) to support the Project ("Cash Grants"). The details of the Cash Grants and the anticipated costs and expenditures associated with the Project are set forth on Attachment A. Notwithstanding anything contained in this Grant Agreement to the contrary, Grantor shall not be obligated to distribute any Cash Grants to Grantee or a Vendor (as defined below), even if the required documentation is submitted to Grantor, unless such Cash Grants are for an Allowable Expenditure (as defined below). In addition to the Cash Grants, during the Grant Period, Grantor shall also provide Grantee with access to In-Kind Services with an estimated value of up to ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS ($125,000) ("In-Kind Services"). A description and the projected value of the In-Kind Services is set forth on Attachment A.

5. **Distribution of Cash Grants**. During the Grant Period, Grantor shall distribute Cash Grants to Grantee to reimburse Grantee for Allowable Expenditures. An Allowable Expenditure is an actual expenditure associated with work performed, or goods or services acquired, in accordance with the Work Plan and in support of the Project, as determined by Grantor in its sole and absolute discretion (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). Costs incurred prior to the Grant Period, or for expenses related to travel, shall not be deemed an Allowable Expenditure without the prior written approval of Grantor.

a. **Reserved.**

b. **Reserved.**

c. **Direct Payment to Vendors.** Grantor may, in its sole discretion and with the prior written consent of Grantee, hire, and distribute Cash Grants directly to Vendors for the purpose of providing goods or services in support of the Project. No Vendor may be an employee of Grantee or an entity controlled, as determined by Grantor in its sole and absolute discretion, by an employee of Grantee or members of the family (as defined in 26 U.S.C. § 4958(f)(4)) of an employee of Grantee or Grantor. Furthermore, it is expressly understood and agreed that each Vendor hired in connection with this Grant

Agreement shall be and operate as an independent contractor and not as an agent, representative, or employee of Grantee or Grantor. Any Vendor hired will have the exclusive right to control the details of its operations and activities and will be solely responsible for the acts and omissions of its officers, agents, servants, employees, and subcontractors. Grantor shall notify Grantee's primary contact in writing of its intent to hire Vendors and shall include Grantee in the process to integrate the goods or services to be provided by such Vendors into the Work Plan. Vendors shall (i) provide evidence of commercially reasonable insurance for the goods and/or services provided, and (ii) indemnify and hold harmless Grantor and Grantee for third-party and other claims related to the services provided, each under such terms and conditions as determined by Grantor in its sole discretion.

6. **Notice**. Except as otherwise provided, all notices required by this Grant Agreement must be delivered by email to each Party's primary and secondary (if any) contact, as set forth below.

Grantor Primary Contact:	**Grantor Secondary Contact**	**Grantee Contact:**
Zoe Killian Community Program Manager (P): (713) 806-9724 (E): zkillian@recyclingpartnership.org	Charlotte Pitt VP, Community Development (P): (303) 931-4045 (E): cpitt@recyclingpartnership.org	**Peter Nierengarten, PE** Environmental Director (E): pnierengarten@fayetteville-ar.gov (P): 479.575.8272

7. **Termination.** Either Party may terminate this Grant Agreement with thirty (30) days' written notice, with a read receipt requested, to the other Party. If Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, Grantor may provide written notice to Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow Grantee thirty (30) days to mitigate any specified reasons. If Grantee fails to cure such breach within the thirty (30) day period, as determined by Grantor in its sole discretion, Grantor may terminate this Grant Agreement by giving written notice to Grantee of such termination and the effective date of such termination (the "Termination Date"). Notwithstanding receipt of such notice of termination, Grantee may still receive Cash Grants for any Invoices which were submitted prior to the Termination Date and approved by Grantor in accordance with this Grant Agreement.

8. **Amendments and Extensions.** This Grant Agreement may only be amended in a writing signed by both Parties. Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan. Notwithstanding the foregoing, Grantor may grant extensions of time via email for Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If Grantee desires an extension, Grantee shall submit a written request to Grantor at least sixty (60) days prior to the due date of an obligation which Grantor shall review and either approve or deny in its reasonable discretion.

9. **Prohibited Lobbying and Political Activity.** Grantee shall not use or appropriate any Cash Grant to (i) carry on propaganda or otherwise attempt to influence legislation, or (ii) engage in political activity, including participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

10. **Publicity and Press Events.** Grantee may make information regarding this Grant Agreement and the Project available to the public at any time after the Effective Date and in a manner which the Parties deem appropriate. This requirement is not intended to limit or otherwise restrict Grantee's public information obligations or requirements, if any, and is instead intended to allow the Parties to coordinate public announcements about the Project. Grantee agrees to reasonably cooperate with Grantor during the Grant Period to publicize the Project, including, but not limited to, designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding, as appropriate, to relevant and pertinent press inquiries. Each Party agrees to provide the other with reasonable advanced notice of any efforts to publicize the Project for the purpose of allowing the Parties to coordinate any public announcements.

11. **Compliance with Patent, Trademark and Copyright Laws.** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in the performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents.

12. **Electronic Signatures and Electronic Records.** This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically in the manner specified by the Parties. The Parties agree not to object to the admissibility, legal effect, or enforceability of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not an original.

13. **Assignment, Successors and Assigns**: Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. If this Grant Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties. Any assignment in violation of this Paragraph will be void.

14. **Signature Warranty**. Each of the undersigned represents and warrants that they are authorized to execute this Grant Agreement.

15. **Appropriations Limitation**: All expenditures by Grantee under this Grant Agreement are subject

to appropriations by the Fayetteville City Council. Consequently, this Grant Agreement shall bind Grantee only to the extent that it appropriates sufficient funds to perform its obligations hereunder.

[The balance of this page is intentionally left blank. Signature page to follow.]

The Parties have executed this Grant Agreement as of the Effective Date.

GRANTOR:

THE RECYCLING PARTNERSHIP, INC.

By: _____
Name: Charlotte Pitt
Title: VP, Community Development
Date: 9/24/25

GRANTEE:

CITY OF FAYETTEVILLE

By: _____
Name: Molly Rawn
Title: Mayor
Date: _____

Attachment A: Work Plan

a. **Background.** Grantee provides service to approximately 28,000 single-family households with Grantee-operated sanitation services, including weekly recycling. Grantee collected recyclables are currently sorted at the curb and sold directly to markets and brokers. Currently only 40% of households participate in this curbside sortation program.

b. **Project Description.** With the support of Cash Grants and In-Kind Services from Grantor, Grantee will engage Kessler Consulting, Inc. to support the development of a procurement process to secure recycling processing services. The procurement process is expected to consist of (1) meetings with prospective vendors; (2) the development of an RFP; (3) review of vendor proposals received in response to the RFP; (4) negotiation of final contract terms; and (5) development of contract language. This effort will result in a fully executed contract between Grantee and a processing vendor to provide recycling processing services. Recycling processing services will allow the Grantee to transition its recycling collection program to an automated, cart-based service in 2026, thereby significantly increasing household participation in recycling and thus increasing the amount captured for recycling.

c. **Measurement Plan.** Grantee will implement a system to track monthly tonnage data for municipal solid waste and curbside recyclables generated by, and collected from, households eligible for curbside recycling. Where feasible, Grantee will also monitor recycling set-out rates and monthly contamination levels of recyclable materials from these households. It is further possible, but not required, that Grantor may present Grantee with the opportunity to collaborate in a study funded by Grantor to assess pre- and/or post-implementation capture rates for individual recyclable materials, customer surveys and/or focus groups to understand community understanding and support for recycling services. Such a study, if conducted, will be planned in collaboration with Grantee and Grantee's partners, and Grantee will have access to results of this measurement work.

d. **Project Budget.** The amounts set forth in the table below represent Grantor's intended distribution of Cash Grants pursuant to this Grant Agreement:

Grant Element	Description	Grant Amount
Technical consulting services	Technical consulting services to assist with the development of a procurement process to secure recyclable processing services.	$75,000
Total:		$75,000

In addition to Cash Grants, Grantor shall provide In-Kind Services for the purpose of supporting the Project through the provision of technical support for strategic planning, program assessment, program

implementation, measurement activities, and recycling education and outreach including graphic design customization. The anticipated In-Kind Servies, and the projected value of such services, are as follows:

Description of In-Kind Services	**Projected Value**
Dedicated technical assistance by The Recycling Partnership staff.	Up to $75,000
Total	Up to $75,000

All costs associated with Project implementation beyond the Cash Grants and In-Kind Services from Grantor will be the responsibility of Grantee. It is understood by the Parties that Grantee may combine Cash Grants with local funding as well as grant funding from other sources to fund the Project. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the actual expenses associated with Grantee's education and outreach efforts. Upon the mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted among expense categories. The actual amount of Cash Grants paid by Grantor will be based on reimbursement for actual Allowable Expenditures pursuant to Section 5 of this Grant Agreement. Notwithstanding anything contained herein, the total amount of Cash Grants shall not exceed the amount specified in Section 4 of this Grant Agreement.

e. **Grantee Engagement**. Grantee will commit sufficient staff time and resources for the planning, implementation and management of the Project, including but not limited to (1) reviewing and approving consultants documents; (2) providing consultant requested data and information; (3) releasing and evaluating proposals received in response to the RFP; (4) developing a contract for recyclable process services; and (5) providing additional support as the Project requires.

f. **Anticipated Timeline.** The Parties agree to develop and maintain a detailed project timeline, setting periodic milestones for the implementation of the Project. The anticipated key dates in the Project are as follows:

- October 2025 - Grantee onboarding
- October 2025-November 2025 - Prospective Vendor meetings and development of draft RFP
- December 2025 - RFP release
- January 2026- March 2026 - Review responses and award contract
- May 2026 - Fully executed processing contract

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of the Project. Accordingly, the above dates are intended as milestones, with the understanding that if unanticipated changes or delays in the schedule occur, the Parties may revisit the timeline and adjust the schedule as necessary for the successful implementation of the Project, including an extension of the

Grant Period as needed.

g. **Reporting and Additional Post-Award Requirements.** Grantor's provision of the Cash Grants and In-Kind Services contemplated herein is expressly conditioned upon Grantee's satisfaction of following reporting requirements:

i. **W-9.** Within fifteen (15) days of the Effective Date, Grantee shall provide Grantor with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, signed and dated in the current year.

ii. **Baseline Data.** In order to establish a baseline for measurement of Project success, Grantee shall provide Grantor with monthly solid waste and recycling tonnage data (if any) for at least the twelve (12) month period immediately preceding Project commencement (the "Baseline Period"). If such data is not available, Grantee agrees to work with Grantor to develop estimates of solid waste and recycling tonnage data for the Baseline Period.

iii. **Quarterly Reports.** Until the end of the Grant Period, or the one (1) year anniversary of Project implementation, whichever is later, Grantee shall deliver quarterly reports containing monthly solid waste and recycling data. Such quarterly reports shall be submitted electronically via a reporting system and format established by Grantor.

iv. **Solutions Hub.** Grantee shall establish a profile in Grantor's Recycling Program Solutions Hub (the "Solutions Hub") and a representative of Grantee shall become a verified representative for Grantee's jurisdiction within the Solutions Hub. Access to and use of the Solutions Hub is provided at no cost to Grantee. Upon execution of this Grant Agreement, Grantee shall complete the general information section of Grantee's community profile, update information in the Solutions Hub for Grantee's current recycling efforts (if any), and submit recycling data for the Baseline Period into the Solutions Hub. Finally, to aid in the tracking of the long-term impacts of the Project, for a period of five (5) years following the end of the Grant Period, Grantee shall update its profile and report annually regarding its recycling efforts in the Solutions Hub. Grantor may, in its sole discretion, eliminate Grantee's cost-free access to the Solutions Hub at any time. In the event of such access termination, Grantor shall provide Grantee with an alternative reporting mechanism that is no more burdensome than the Solutions Hub, and Grantee's reporting obligations shall continue.

v. **Final Report.** No less than thirty (30) days prior to the end of the Grant Period, Grantee shall submit a draft final report (the "Final Report") to Grantor for review. Grantor will provide Grantee with the required format for the Final Report. Within fourteen (14) days of receipt of the draft Final Report, Grantor shall provide feedback to Grantee, including necessary changes and points of clarification. Grantee shall then incorporate any such revisions and submit a fully reviewed and approved Final Report within sixty (60) days of the end of the Grant Period.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2135

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Leif Olson, Sustainability Planner

SUBJECT: **Acceptance of a $1,648,000 Recycling Partnership Grant to Acquire and Distribute Recycling Carts to Fayetteville Households for the Conversion to a Cart-Based Recycling Program and approval of a budget adjustment.**

RECOMMENDATION:
Staff recommend acceptance of a $1,648,000 cash grant from the Recycling Partnership to purchase recycling carts and provide technical assistance and educational outreach expertise as the City transitions to a cart-based recycling program and approval of a budget adjustment to accept and allocate the funds.

BACKGROUND:
In August 2025, the City Council adopted an Ordinance aligning the City's recycling and trash collection rates with the recent rate study and converting it to an automated cart-based recycling collection system. This conversion will require the acquisition and distribution of 64-gallon recycling carts to approximately 28,000 households.

The Recycling Partnership is a non-profit organization that facilitates grants for local communities to modernize recycling facilities, improve access to resources, and provide recycling carts to households across the nation.

DISCUSSION:
With the support of this cash grant from the Recycling Partnership, the City will acquire and distribute 64-gallon recycling carts to all eligible households with the goal of providing each household with one recycling cart. The City, also with support from the Recycling Partnership, will implement a City-wide education and outreach campaign to support the cart-based recycling program and maintain low contamination rates. Additionally, the budget includes money for the purchase of smart technology to assist in detecting contamination and enabling more targeted recycling outreach to residents.

The grant agreement specifies additional details such as cart capacity, collection frequency, cart distribution, embedded Radio Frequency Identification (RFID) tags, tracking participation rates and recycling tonnage collected.

BUDGET/STAFF IMPACT:
The Recycling Partnership has agreed to provide a cash grant valued at $1,648,000 for recycling carts, education and outreach support and smart technology to detect contamination and measure participation rates. The City has agreed to provide budgeted, in-kind services valued at up to $125,000, providing technical assistance and design support in the development of educational campaign materials.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. City of Fayetteville Grant Agreement Carts plus- TRP signature

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

File #: 2025-2135

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GRANT FROM THE RECYCLING PARTNERSHIP IN THE AMOUNT OF $1,648,000.00 TO ACQUIRE AND DISTRIBUTE RECYCLING CARTS FOR THE CONVERSION TO A CART-BASED RECYCLING PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 5, 2025, City Council passed Ordinance 6898 aligning the City's recycling and trash collection rates with the recent rate study and converting it to an automated cart-based recycling collection system; and

WHEREAS, the conversion will require the acquisition and distribution of 64-gallon recycling carts to approximately 28,000 households; and

WHEREAS, with the support from the Recycling Partnership, the City will also implement a City-wide education and outreach campaign to support the cart-based recycling program and maintain low contamination rates.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a grant from the Recycling Partnership in the amount of $1,648,000.00 to acquire and distribute recycling carts for the conversion to a cart-based recycling 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

2025-2135

Item ID

11/4/2025

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

Peter Nierengarten	10/14/2025	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approving a resolution authorizing the acceptance of the Recycling Partnership Grant agreement with The Recycling Partnership, Inc for $1,648,000 for purchasing qualified recycling carts; education and outreach support; and smart-camera anti-contamination equipment for switching to cart-based recycling program and approving a budget adjustment to accept the funds and allocate them into a capital project.

Budget Impact:

5500.750.5080-4309.01	Recycling and Trash Collection
Account Number	Fund
32505.2501	Recycling Partnership Grant - Cart-based Recycling
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	$	1,648,000.00
		Remaining Budget	$	1,648,000.00

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	RECYCLING/TRASH COLLECTION (750)	
	Requestor: Daryl Brigman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approving a resolution authorizing the acceptance of the Recycling Partnership Grant agreement with The Recycling Partnership, Inc for $1,648,000 for purchasing qualified recycling carts; education and outreach support; and smart-camera anticontamination equipment for switching to cart-based recycling program.

COUNCIL DATE: 11/4/2025

ITEM ID#: **2025-2135**

Holly Black
10/15/2025 10:40 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025926

TOTAL	1,648,000	1,648,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5500.750.5080-4309.01	-	1,648,000	32505	2501	RE	Federal Grants - Operational
5500.750.5080-5227.00	1,208,000	-	32505	2501	EX	Containers - RTC
5500.750.5080-5342.00	280,000	-	32505	2501	EX	Promotionals - Activities
5500.750.5080-5210.00	160,000	-	32505	2501	EX	Minor Equipment
	-	-				
	-	-				
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RECYCLING PARTNERSHIP GRANT AGREEMENT

This Recycling Partnership Grant Agreement ("Grant Agreement") is entered into on the last date of execution below ("Effective Date"), by and between THE RECYCLING PARTNERSHIP, INC., a non-stock corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business located at 20 F Street NW, 7th Floor, Washington, DC 20001 ("Grantor"), and THE CITY OF FAYETTEVILLE, a municipal government organized pursuant to the laws of the State of Arkansas, with its principal place of business located at 203 N School Ave, Fayetteville, AR 72701, (the "Grantee"), which are referred to collectively herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Grantor is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), as an organization described in Code Section 501(c)(3), and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, Grantor's purpose includes furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, Grantee intends to increase the capture of recyclable materials by transitioning from bin-based to cart-based recycling collection service, and engaging in extensive education and outreach to accompany the service changes, as further described in Attachment A (hereinafter referred to as the "Work Plan" or the "Project");

WHEREAS, Grantor has determined the Project will increase residential recycling and provide environmental benefits and thereby further its charitable purposes within the meaning of Code Section 501(c)(3); and

WHEREAS, Grantor desires to further its charitable purposes by providing Cash Grants (as defined below) and In-Kind Services (as defined below) to Grantee to support the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant Agreement Documents**. This Grant Agreement includes Attachment A, comprises the entire agreement between the Parties, and supersedes all previous and contemporaneous agreements and

representations, whether oral or written.

2. **Term**. This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on August 30, 2027.

3. **Duties of Grantee**. In exchange for the Cash Grants and In-Kind Services from Grantor, Grantee shall complete the Project including, without limitation, all reporting requirements, in accordance with the Work Plan and all other terms and conditions set forth in this Grant Agreement.

4. **Duties of Grantor**. Subject to Grantee satisfying its obligations under this Grant Agreement, Grantor shall make cash grants to Grantee in an amount not to exceed ONE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND DOLLARS ($1,648,000) to support the Project ("Cash Grants"). The details of the Cash Grants and the anticipated costs and expenditures associated with the Project are set forth on Attachment A. Notwithstanding anything contained in this Grant Agreement to the contrary, Grantor shall not be obligated to distribute any Cash Grants to Grantee or a Vendor (as defined below), even if the required documentation is submitted to Grantor, unless such Cash Grants are for an Allowable Expenditure (as defined below). In addition to the Cash Grants, during the Grant Period, Grantor shall also provide Grantee with access to In-Kind Services with an estimated value of up to ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS ($125,000) ("In-Kind Services"). A description and the projected value of the In-Kind Services is set forth on Attachment A.

5. **Distribution of Cash Grants**. During the Grant Period, Grantor shall distribute Cash Grants to Grantee to reimburse Grantee for Allowable Expenditures. An Allowable Expenditure is an actual expenditure associated with work performed, or goods or services acquired, in accordance with the Work Plan and in support of the Project, as determined by Grantor in its sole and absolute discretion (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). Costs incurred prior to the Grant Period, or for expenses related to travel, shall not be deemed an Allowable Expenditure without the prior written approval of Grantor.

a. **Invoices**. Grantee shall submit reimbursement requests to Grantor in the form of an invoice, using a template provided by Grantor (each an "Invoice" and collectively, the "Invoices"). All Invoices submitted to Grantor shall be accompanied by (i) copies of invoices for each Allowable Expenditure for which Grantee is seeking reimbursement; and (ii) reasonable and appropriate documentation showing the actual amounts paid by Grantee for all Allowable Expenditures included in the Invoice. Acceptable documentation showing the actual amount(s) paid may include copies of canceled checks or finance reports. Cash Grants, other than those paid directly to Vendors and excluding the final payment of Cash Grants, shall be distributed to Grantee within thirty (30) days of Grantor's receipt of an Invoice. Total Cash Grants from Grantor will not exceed ninety percent (90%) of Allowable

Expenditures until the submittal of a Final Report (as defined in the Work Plan).

b. **Final Invoice.** The final ten percent (10%) of Cash Grants shall be paid within thirty (30) days of (i) Grantee's completion of the Project; (ii) Grantee's submission of a Final Report; and (iii) Grantor's acceptance of Grantee's Final Report. Grantor may withhold Cash Grants if Grantee does not meet the aforementioned requirements or if Grantee fails to meet the reporting obligations set forth in the Work Plan. When distributing Cash Grants directly to Vendors in lieu of reimbursing Grantee, Grantor may, in its sole and absolute discretion, waive its right to withhold ten percent (10%). Cash Grants may be distributed to Grantee or to Vendors by check or direct deposit, as Grantee, Grantor and a Vendor, as the case may be, shall mutually agree upon prior to the distribution of a Cash Grant.

c. **Direct Payment to Vendors.** Grantor may, in its sole discretion and with the prior written consent of Grantee, hire, and distribute Cash Grants directly to Vendors for the purpose of providing goods or services in support of the Project. No Vendor may be an employee of Grantee or an entity controlled, as determined by Grantor in its sole and absolute discretion, by an employee of Grantee or members of the family (as defined in Code Section 4958(f)(4)) of an employee of Grantee or Grantor. Furthermore, it is expressly understood and agreed that each Vendor hired in connection with this Grant Agreement shall be and operate as an independent contractor and not as an agent, representative, or employee of Grantee or Grantor. Any Vendor hired will have the exclusive right to control the details of its operations and activities and will be solely responsible for the acts and omissions of its officers, agents, servants, employees, and subcontractors. Grantor shall notify Grantee's primary contact in writing of its intent to hire Vendors and shall include Grantee in the process to integrate the goods or services to be provided by such Vendors into the Work Plan. Vendors shall (i) provide evidence of commercially reasonable insurance for the goods and/or services provided, and (ii) indemnify and hold harmless Grantor and Grantee for third-party and other claims related to the services provided, each under such terms and conditions as determined by Grantor in its sole discretion.

6. **Notice**. Except as otherwise provided, all notices required by this Grant Agreement must be delivered by email to each Party's primary and secondary (if any) contact, as set forth below.

Grantor Primary Contact:	**Grantor Secondary Contact**	**Grantee Contact:**
Zoë Killian Community Program Manager (P): 713-806-9724 (E): zkillian@recyclingpartnership.org	Charlotte Pitt VP, Community Development (P): (303) 931-4045 (E): cpitt@recyclingpartnership.org	**Peter Nierengarten, PE** Environmental Director (E): pnierengarten@fayetteville-ar.gov (P): 479.575.8272

7. **Termination.** Either Party may terminate this Grant Agreement with thirty (30) days' written notice, with a read receipt requested, to the other Party. If Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, Grantor may provide written notice to Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow Grantee thirty (30) days to mitigate any specified reasons. If Grantee fails to cure such breach within the thirty (30) day period, as determined by Grantor in its sole discretion, Grantor may terminate this Grant Agreement by giving written notice to Grantee of such termination and the effective date of such termination (the "Termination Date"). Notwithstanding receipt of such notice of termination, Grantee may still receive Cash Grants for any Invoices which were submitted prior to the Termination Date and approved by Grantor in accordance with this Grant Agreement.

8. **Amendments and Extensions.** This Grant Agreement may only be amended in a writing signed by both Parties. Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan. Notwithstanding the foregoing, Grantor may grant extensions of time via email for Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If Grantee desires an extension, Grantee shall submit a written request to Grantor at least sixty (60) days prior to the due date of an obligation which Grantor shall review and either approve or deny in its reasonable discretion.

9. **Prohibited Lobbying and Political Activity.** Grantee shall not use or appropriate any Cash Grant to (i) carry on propaganda or otherwise attempt to influence legislation, or (ii) engage in political activity, including participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

10. **Publicity and Press Events.** Grantee may make information regarding this Grant Agreement and the Project available to the public at any time after the Effective Date and in a manner which the Parties deem appropriate. This requirement is not intended to limit or otherwise restrict Grantee's public information obligations or requirements, if any, and is instead intended to allow the Parties to coordinate public announcements about the Project. Grantee agrees to reasonably cooperate with Grantor during the Grant Period to publicize the Project, including, but not limited to, designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding, as appropriate, to relevant and pertinent press inquiries. Each Party agrees to provide the other with reasonable advanced notice of any efforts to publicize the Project for the purpose of allowing the Parties to coordinate any public announcements.

11. **Compliance with Patent, Trademark and Copyright Laws.** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in the performance of their respective work unless a Party has obtained proper

permission and all releases and other necessary documents.

12. **Electronic Signatures and Electronic Records.** This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically in the manner specified by the Parties. The Parties agree not to object to the admissibility, legal effect, or enforceability of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not an original.

13. **Assignment, Successors and Assigns**: Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. If this Grant Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties. Any assignment in violation of this Paragraph will be void.

14. **Signature Warranty**. Each of the undersigned represents and warrants that they are authorized to execute this Grant Agreement.

15. **Appropriations Limitation**: All expenditures by Grantee under this Grant Agreement are subject to appropriations by Grantee's City Council. Consequently, this Grant Agreement shall bind Grantee only to the extent that it appropriates sufficient funds to perform its obligations hereunder.

[The balance of this page is intentionally left blank. Signature page to follow.]

The Parties have executed this Grant Agreement as of the Effective Date.

GRANTOR:

THE RECYCLING PARTNERSHIP, INC.

By: _____
Name: Keefe Harrison
Title: Chief Executive Officer
Date: 10/8/2025

GRANTEE:

CITY OF FAYETTEVILLE

By: _____
Name: _____
Title: _____
Date: _____

Attachment A: Work Plan

a. **Background.** Grantee currently operates a universal, dual-stream curbside recycling collection program serving approximately 27, 500 residential households. Curbside recyclables are collected weekly by Grantee. Grantee's current curbside recycling containers are 18-gallon open bins. Materials collected by Grantee's current program are sorted at the curb by the truck driver and brokered or sold directly to markets. Grantee recycled approximately 2,500 tons of residential curbside recyclable materials in 2024.

b. **Project Description.** With the support of Cash Grants and In-Kind Services from Grantor, Grantee will acquire and distribute 64-gallon recycling carts to all eligible households within Grantee's jurisdiction with the goal of providing each household with one (1) recycling cart. In addition, with support from Grantor, Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program and maintain low contamination rates. Grantee will also install smart-camera technology on its new collection vehicles to aid in its anti-contamination engagement efforts. Prior to implementation, Grantee shall procure recycling processing services from a reputable and permitted materials recovery facility or facilities ("MRF" or "MRFs" as the case may be)

c. **Program Requirements; Qualified Carts.** Grantee shall use commercially reasonable efforts to meet the following recycling program requirements under which recyclables are collected on a weekly or every other week basis. Only carts which meet the conditions set forth in this Section shall be considered Qualified Carts.

i. **Cart Capacity; Collection Frequency.** Collection frequency impacts cart size as follows: recycling carts with a minimum of sixty-four (64) gallons of capacity shall be required for *weekly* collection; and recycling carts with a minimum of ninety-three (93) gallons of capacity shall be required for *every other week* collection. Grantee may, at its discretion, distribute ninety-three (93) gallon carts for weekly collection. Additionally, Grantee may, at its discretion, distribute a maximum of three thousand (3,000) recycling carts that have less capacity than required herein in order to accommodate small dwellings and senior residents, but any such carts in excess of three thousand (3,000) will not be considered a Qualified Cart and, as such, the cost of such carts will not be eligible for Cash Grants or considered an Allowable Expenditure hereunder.

ii. **Cart Distribution.** Grantee shall distribute carts for recycling collection in accordance with the existing policies and procedures of Grantee, and free of any additional charge to residents beyond the standard monthly utility rate for recycling services.

iii. **RFID Tags; Recycled Content Requirement.** Grantee shall acquire and distribute recycling carts that have embedded Radio Frequency Identification ("RFID") tags and have been

manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid, and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins. Grantee shall submit documentation from Grantee's cart manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants meet the standard described herein.

d. **Measurement.** Grantee will implement a system for tracking the number of households eligible to receive curbside recycling collection services along with the number of households that have been issued a Qualified Cart. Grantee will implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables generated by and collected from curbside recycling eligible households. As able, and with the support of Grantee's collection service provider, Grantee will also implement a system for tracking recycling set out rates and monthly contamination rates of recyclable materials generated by, and collected from, curbside recycling eligible households.

e. **Collection and Management of Recyclable Materials.** Grantee shall provide Grantor with a list of materials currently accepted for recycling by Grantee's program. Grantor (and/or a contractor hired at Grantor's expense) shall review the list of materials currently accepted for recycling by Grantee and shall work with Grantee, Grantee's recycling collection contractor(s), if any, and the MRF to evaluate the potential for the inclusion of other recyclable materials as appropriate in curbside collection. The Parties agree that recyclable materials collected for recycling in connection with the Project and meeting reasonable contamination standards established by Grantee, Grantee's recycling collection contractor(s), if any, and/or the MRF or MRFs, will be delivered to a reputable processor for recycling and recovery. Grantee shall work in good faith with Grantor to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by Grantee's program will be managed responsibly.

f. **Project Budget.** Grantor shall provide Cash Grants of no more than One Million Two Hundred and Eight Thousand Dollars ($1,208,000) for Qualified Carts and up to Two Hundred and Eighty Thousand Dollars ($280,000) for supportive education and outreach materials. The use of Cash Grants for Qualified Carts will be based on the number of Qualified Carts actually distributed to participating households, will be limited to one (1) Qualified Cart per participating household, and shall not exceed the amount specified in the table below. Grantee may, at its discretion, provide households with more than one (1) recycling cart but, in such instances, Cash Grants shall only be available for one (1) cart per household. The budget for Cash Grants as set out below assumes the provision and distribution of Qualified Carts and supportive education and outreach to 28,000 households.

Grantor's intended distribution of Cash Grants pursuant to this Grant Agreement are as follows:

Grant Element	**Description**	**Grant Amount**
Qualified Carts	Cash Grants to support the acquisition and distribution of Grantee-owned Qualified Carts to all eligible households for curbside collection.	$1,208,000
Education and Outreach Support	Cash Grants to implement a recycling education and outreach campaign in support of curbside recycling and reduction in curbside contamination rates.	$280,000
Smart-Camera anticontamination equipment	Smart truck cameras to detect contamination and measure participation rates.	$160,000
Total		$1,648,000

In addition to Cash Grants, Grantor shall provide In-Kind Services for the purpose of supporting the Project through the provision of technical support for strategic planning, program assessment, program implementation, measurement activities, and recycling education and outreach including graphic design customization. The anticipated In-Kind Servies, and the projected value of such services, are as follows:

Description of In-Kind Services	**Projected Value**
Access to Grantor's educational campaign materials	Up to $100,000
Dedicated technical assistance and outreach campaign design support from Grantor's staff	Up to $25,000
Total	Up to $125,000

All costs associated with Project implementation beyond the Cash Grants and In-Kind Services from Grantor will be the responsibility of Grantee. It is understood by the Parties that Grantee may combine Cash Grants with local funding as well as grant funding from other sources to fund the Project. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the number of Qualified Carts distributed, the number of households served by the residential curbside recycling program, and the actual expenses associated with Grantee's education and outreach efforts. Upon the mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted among expense categories. The actual amount of Cash Grants paid by Grantor will be based on reimbursement for Allowable Expenditures pursuant to the Grant Agreement. Notwithstanding anything contained herein, the total amount of Cash Grants shall not exceed the amount specified in this Grant

Agreement.

g. **Grantee Engagement**. Grantee will commit sufficient staff time and resources for the planning, implementation and management of the Project, including but not limited to (a) reviewing and approving Grantor-designed educational materials; (b) developing and implementing a curbside recycling program and an education program that includes the use of Grantee's website, digital content, and supported events; (c) producing and distributing educational materials with the delivery of Qualified Carts; (d) conducting recycling program operations; (e) supporting research and program analysis through the reporting and measurement data; (f) assistance with Grantor funded measurement activities; and (g) providing additional support as the Project requires.

h. **Public Education and Outreach Campaign.** Grantee will work closely with Grantor to develop and implement an effective education and outreach campaign in support of Grantee's distribution of Qualified Carts and Grantee's curbside recycling program, utilizing the approach outlined herein. Educational efforts will focus on informing residents about how to utilize carts for recycling collection and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A particular emphasis of the campaign will be on how to prepare materials for recycling collection and ensuring residents know their recycling collection schedule and service day. The educational campaign will target all curbside recycling households in Grantee's service jurisdiction and will, at a minimum, utilize the following tools:

i. Direct to resident "Carts are Coming" informational mailers for all curbside households;
ii. A packet of information about recycling to be delivered with the cart to all residents which includes an acceptable materials information card/magnet/sticker, an introductory letter, and/or service calendar;
iii. The implementation of oops/congrats tags or other anti-contamination strategies, as needed, to reinforce correct recycling behavior; and
iv. An update to Grantee's website to communicate the basics of the cart roll out to its residents including, at a minimum, a list of acceptable materials and how to get additional information about the recycling collection schedule.

In addition, and as agreed by the Parties, outreach efforts may be expanded to include one or more of the following:

i. Public activation event to drive citizen engagement in recycling;
ii. Social media boosting;
iii. Paid advertisements; and/or
iv. Other strategies determined by the Parties.

i. **Graphic Design Edits.** Grantor will work with Grantee to customize educational materials to fit the needs of Grantee's campaign for the Project in accordance with the timeline established by the Parties. Grantor will provide two (2) rounds of edits to the graphic design of campaign materials. Additional rounds of editing on graphic design materials may be provided upon the mutual agreement of the Parties. Grantee must provide at least five (5) days' written notice to Grantor's primary contact for any edits or changes to educational materials that are to be reviewed by Grantor. If Grantee uses a third-party for the design of education and outreach materials, Grantor will cooperate with such third-party by providing access to Grantor's tools, artwork, and images for use by such third-party in accordance with this Grant Agreement. Grantor will not, however, provide customized design services to such third-party. Print buying and approvals are the sole responsibility of Grantee unless otherwise agreed upon by the Parties. Grantee shall have all publications produced as a result of this Grant Agreement printed double-sided on recycled-content paper with a minimum of thirty percent (30%) post-consumer recycled content.

j. **Logo Usage.** During the Grant Period, Grantee shall use Grantor's logo with the phrase "Funded in part by" on all materials associated with the Project, unless otherwise agreed by the Parties or prohibited by applicable law. Grantee hereby agrees that if the Project is funded by one or more funders in addition to Grantor, then, in addition to Grantor's logo, such funders may also require acknowledgment by Grantee in communications, educational and/or outreach materials, including the "Funded in part by" language, and the use of such funder's logo(s). Prior to use, Grantor requires proof review and approval of any campaign materials developed by Grantee or a third-party that uses campaign images, graphics, or logos of Grantor and any of its funders. Upon receipt of materials for review, Grantor agrees to review proofs and provide feedback within ten (10) business days, or it shall forfeit the right to require the use of its logo, and the logos of any of its funders and associated use of the "Funded in part by" phrasing. Grantor understands that under no circumstances may Grantee appear to be endorsing or advertising on behalf of a private business.

k. **Anticipated Timeline.** The Parties agree to develop and maintain a detailed project timeline, setting periodic milestones for the implementation of the Project. The anticipated key dates in the Project are as follows:

i. October 2025 – The Parties will initiate planning for the education and outreach campaign and Grantor will support Grantee's planning for the implementation of cart-based recycling collection services.
ii. December 2025 – Grantee will finalize cart procurement.
iii. January 2026 – Grantee will begin the education and outreach campaign to support the launch of cart-based curbside collections.
iv. May 2025 – Grantee will launch and complete distribution of Qualified Carts and information

packets to all curbside recycling eligible households.

v. August 2027 – Deadline for Project completion and Grantee's submission of the Final Report and invoice requesting payment for the final ten percent (10%) of Allowable Expenditures.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of the Project. Accordingly, the above dates are intended as milestones, with the understanding that if unanticipated changes or delays in the schedule occur, the Parties may revisit the timeline and adjust the schedule as necessary for the successful implementation of the Project, including an extension of the Grant Period as needed.

l. **Reporting and Additional Post-Award Requirements.** Grantor's provision of the Cash Grants and In-Kind Services contemplated herein is expressly conditioned upon Grantee's satisfaction of following reporting requirements:

i. **W-9.** Within fifteen (15) days of the Effective Date, Grantee shall provide Grantor with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, signed and dated in the current year.

ii. **Baseline Data.** In order to establish a baseline for measurement of Project success, Grantee shall provide Grantor with monthly solid waste and recycling tonnage data (if any) for at least the twelve (12) month period immediately preceding Project commencement (the "Baseline Period"). If such data is not available, Grantee agrees to work with Grantor to develop estimates of solid waste and recycling tonnage data for the Baseline Period.

iii. **Quarterly Reports.** Until the end of the Grant Period, or the one (1) year anniversary of Project implementation, whichever is later, Grantee shall deliver quarterly reports containing monthly solid waste and recycling data. Such quarterly reports shall be submitted electronically via a reporting system and format established by Grantor.

iv. **Solutions Hub.** Grantee shall establish a profile in Grantor's Recycling Program Solutions Hub (the "Solutions Hub") and a representative of Grantee shall become a verified representative for Grantee's jurisdiction within the Solutions Hub. Access to and use of the Solutions Hub is provided at no cost to Grantee. Upon execution of this Grant Agreement, Grantee shall complete the general information section of Grantee's community profile, update information in the Solutions Hub for Grantee's current recycling efforts (if any), and submit recycling data for the Baseline Period into the Solutions Hub. Finally, to aid in the tracking of the long-term impacts of the Project, for a period of five (5) years following the end of the Grant Period, Grantee shall update its profile and report annually regarding its recycling efforts in the Solutions Hub. Grantor may, in its sole discretion, eliminate Grantee's cost-free access to the Solutions Hub at any time. In the event of such access termination, Grantor shall provide Grantee with an alternative reporting mechanism that is no more burdensome than the

Solutions Hub, and Grantee's reporting obligations shall continue.

v. **Final Report.** No less than thirty (30) days prior to the end of the Grant Period, Grantee shall submit a draft final report (the "Final Report") to Grantor for review. Grantor will provide Grantee with the required format for the Final Report. Within fourteen (14) days of receipt of the draft Final Report, Grantor shall provide feedback to Grantee, including necessary changes and points of clarification. Grantee shall then incorporate any such revisions and submit a fully reviewed and approved Final Report within sixty (60) days of the end of the Grant Period.

vi. **Third-Party Reports.** Grantee shall share with Grantor any data or reports it may receive from the MRF or MRFs processing Grantee's recyclable materials that are collected for recycling in connection with the Project which could help the Parties gain a deeper understanding of the impact of the Project on the performance of Grantee's public recycling program, which may include, but is not limited to, tonnage reports, reports on the composition of Grantee's recyclable materials, and/or reports on the quality/contamination levels of Grantee's recyclables.

m. **Cooperation with RSC.** Throughout the Grant Period, Grantee agrees to partner with Grantor and the regional NW Arkansas Recycling Steering Committee ("RSC") to ensure that Grantee's service changes align with the priorities of RSC, including but are not limited to (i) using a good-faith efforts to procure blue Qualified Carts; and (ii) aligning Grantee's education, outreach and other engagement messaging with the messaging used by RSC.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2145

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Brian Pugh, Waste Reduction Coordinator

SUBJECT: **Approve a resolution authorizing the acceptance of a 2025 Boston Mountain Recycling Grant for $10,000 for purchasing Compost Collection Containers for a permanent curbside food waste collection program and approve a budget adjustment.**

RECOMMENDATION:
Approve a resolution authorizing the acceptance of a 2025 Boston Mountain Recycling Grant for $10,000 for purchasing Compost Collection Containers for a permanent curbside food waste collection program and approve a budget adjustment.

BACKGROUND:
The Arkansas Department of Environmental Quality receives money generated from landfill fees and distributes back to the regional solid waste districts to fund recycling grants. The Boston Mountain Solid Waste District issues recycling grants through approval of the Boston Mountain Solid Waste Board. The Boston Mountain Solid Waste District has approved the pre applications and provided notice of award. Boston Mountain will disburse the funds beginning in late 2025. Legistar item 2025-0586 was approved allowing staff to apply for the grant.

DISCUSSION:
Since January 2025 the city has piloted with Ozark Compost and Swap (OCS) and feel expectations have been met to continue the pilot and move towards a full-time program. The pilot has close to 300 households participating and has collected over 17 tons of food waste to date. Staff would like to pursue a full-time contract with OCS to expand services to residents by the end of 2025. Additional Compost buckets for expanding the service to a full-time program are needed to allow OCS the ability to collect, wash, and return buckets to participating homes. Staff would like to have at least 1000 households using the service which has the potential to divert approximately 250 tons of food waste annually away from landfill disposal.

BUDGET/STAFF IMPACT:
The matching funds committed by the city that are noted in the grant application are for funding the compost collection program - this recycling grant award is not a matching grant, so no City funds are obligated with this request. The budget adjustment is attached to recognize the grant revenue and establish a capital project for the grant. Project 33053-2501

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Recycling Award Letter from Boston Mountain

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

File #: 2025-2145

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2025 BOSTON MOUNTAIN RECYCLING GRANT IN THE AMOUNT OF $10,000.00 FOR PURCHASING COMPOST COLLECTION CONTAINERS, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a 2025 Boston Mountain Recycling Grant in the amount of $10,000.00 for purchasing compost collection containers.

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

2025-2145

Item ID

11/4/2025

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

Brian Pugh	10/15/2025	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a resolution authorizing the acceptance of a 2025 Boston Mountain Recycling Grant for $10,000 for purchasing Compost Collection Containers for a permanent curbside food waste collection program and approve a budget adjustment.

Budget Impact:

5500.750.5080-5227.00	Recycling and Trash Collections
Account Number	Fund
33053.2501	RTC - 2025 Boston Mountain Recycling Grant Compost Collection Containers
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	$	10,000.00
		Remaining Budget	$	10,000.00

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	RECYCLING/TRASH COLLECTION (750)	
	Requestor: Daryl Brigman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Accept a 2025 Boston Mountain Recycling Grant for $10,000 for purchasing Compost Collection Containers for a permanent curbside food waste collection program.

COUNCIL DATE: 11/4/2025

ITEM ID#: **2025-2145**

Holly Black
10/16/2025 7:19 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	10,000	10,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5500.750.5080-4302.01	-	10,000	33053	2501	RE	State Grants - Operational
5500.750.5080-5227.00	10,000	-	33053	2501	EX	Containers - RTC
	-	-				
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Boston Mountain
SOLID WASTE DISTRICT

October 6, 2025

RE: Boston Mountain Regional Solid Waste Management District 2025 Recycling Grant Award

Grantee: City of Fayetteville
Grant Number: FY25-04
Grant Name: Composting, Compost bins for curbside collection
Amount Awarded: $ 10000

Congratulations! We are excited to notify you of your grant award.

This grant is administered by Boston Mountain Solid Waste Management District. Below are some details of the program:

- All grant funds must be spent within three years of date awarded.
- All grant funded projects must be started before you are eligible to apply for recycling grants in the next year grant round.

Grant Reimbursement Requirements

- A detailed invoice
- A warrant, check copy, and/or credit card receipt. Showing proof of payment.
- For equipment purchased: make, model, serial or VIN number, and physical address of where equipment will be housed.
- A picture of the item(s) purchased
- Reference Grant Number on all submittals.
- Can be submitted electronically or in paper form.

Grant Issues Requiring Board Approval

- Any changes in grants. (Grant Change Order)
- If you choose to trade, sell, or scrap equipment previously purchased with grants funds.

All forms related to the grant program are available online. Bostonmountain.org →Resources → Grants

The District would like to thank you for all of the great grant applications and project proposals submitted this year. We have enclosed a copy of your final signed grant application. We look forward to working with you on your future solid waste management programs!

Sincerely,

Robyn Reed
Director
Boston Mountain Solid Waste District

Enclosure

11398 Bond Road
Prairie Grove, Arkansas 72753
p 479.846.3005 f 479.846.4614
bostonmountain.org

Docusign Envelope ID: DCD25518-F182-4899-8D1E-BD4801EE007E

Recycling Grant Application

Boston Mountain SOLID WASTE DISTRICT

Grant Name: Compost Buckets **Grant Number:** FY25-04

APPLICANT: CITY OF FAYETTEVILLE	**CONTACT: BRIAN PUGH**
ADDRESS: 1560 S. HAPPY HOLLOW ROAD	**CITY: FAYETTEVILLE**
COUNTY: WASHINGTON	**ZIP CODE: 72701**
PHONE: (479) 718-7685	**E-MAIL: BPUGH@FAYETTEVILLE-AR.GOV**

PROJECT TYPE (CATEGORY)	GRANT FUNDS REQUESTED	MATCHING FUNDS COMMITTED	TOTAL PROJECT COST
COMPOSTING	$10,000	$15,000	$25,000

Select only one category

- Administrative
- Recycling Equipment
- Composting
- Planning
- Recycling Programs
- Education
- Transfer Station with Recycling
- Material Recovery Facility
- Waste Reduction Activities
- Electronics Recycling

1. **Other than Recycling Grant funds,** how are expenses for the continuation of this project to be funded (including maintenance, repairs, labor and operating expenses)?

The Recycling and Trash Collection operating budget will supplement funding for the program.

2. **Who will manage the finances of this grant and how may s/he be contacted?** (Who is responsible for maintaining records of income and expenses related to this grant?)

Brian Pugh

Please provide as detailed information as possible about your proposed recycling grant project. The more information and detail you can provide the better understanding the reviewers will have of your project. For questions regarding eligible applicants and/or grant projects please refer to the Boston Mountain Solid Waste District: Recycling Grant Program Guidelines 2018.

All items must be completed and returned to the Boston Mountain Solid Waste District (District) by the close of business ***July 16, 2025****. Electronic or paper copies are acceptable.*

APPLICATION CHECKLIST:

- ☐ Representative attend pre-application meeting
- ☐ Complete Project Summary and Budget Narrative
- ☐ Completed grant application signed by authorizer representative
- ☐ Submitted to Boston Mountain Solid Waste District by July 16th

PROJECT DESCRIPTION & BUDGET

- *Limit to a two-page narrative.*
- *Include any dimensions for facilities, equipment brochures, drawings, pictures, etc.*
- *For construction projects (including building modifications, parking lots and fencing), please tell us who owns the property.*

Applicants should provide an overview of the proposed project, what will be purchased, the project's purpose and scope and the specific methods and technologies that will be incorporated to implement the project. The summary should include a timeline in narrative form for the major project implementation events including securing of permits and/or licenses, construction of facilities and completion of service contracts. Include the specific material or initiative being targeted and projected tons or capacity rating forecasted. How do you keep the public informed about the recycling, waste reduction and educational opportunities provided by your program? Applicants should demonstrate the financial and operational rationale for the requested funding and provide supporting information. State how the proposed project supports the strategic and educational goals of the District and State solid waste management plans.

Narrative

Grant funding from BMSW Grant FY23-04 allowed a 6 month pilot with Ozark Compost and Swap (OCS) with the goal of getting 250 households to participate which began in January 2025. The pilot was successful with 285 single family homes participating and we are extending the pilot to include multifamily properties for the rest of 2025. OCS uses a system that makes composting food scraps more appealing to the participants by swapping a full food waste bucket with a clean food waste bucket. This system has

proven to increase buy-in through providing clean buckets and removing the ick factor that limits participation in composting. OCS uses software to track food waste collection and has proven to prevent contamination by removing any contaminates (including produce stickers) before delivery to composting rows. The City is pursuing a full-time contract with OCS for 2026 and this grant would purchase 960 buckets to extend the door step food waste collection with the goal of gaining 1000 households in Fayetteville using this service. It is estimated that 1000 households could result in over 250 tons of food waste diverted into the composting program and away from the landfill.

Include a detailed budget.

Funds would be used to purchase food waste collection buckets used by OCS. Estimated bucket cost is $8 each and a minimum order is 960 buckets. That cost would be roughly $7,680. The additional $2,320 could be combined with operational funds from the City to make another purchase of buckets should the program be successful and additional buckets were needed.

MINIMUM CONDITIONS OF RECYCLING GRANTS

GRANT RECIPIENTS AGREE TO:

- Comply with the guidelines and requirements of the *Boston Mountain Solid Waste District: Recycling Grant Program Guidelines*
- Actively develop a recycling program, as outlined in the grant application, and expend all grant funds in the three (3) years following the date of the grant award by the District.
- Actively seek to market or reuse the materials diverted under the recycling program from deposition in landfills in the period of three (3) years following the date of the grant award by the department.
- Start prior year grant project before July 27th, the date pre-applications for the next grant round are due to the department.
- Use facilities or equipment purchased with grant funds no less than 50 percent of the time on the purposes specified in the grant application.
- Ensure all applicable federal, state and local permits and licenses have been obtained.
- Use any interest earned on grant funds exclusively for recycling programs consistent with the District's Solid Waste Management Plan.
- Maintain an orderly accounting system to document that grant expenditures are made in accordance with project budget. This includes keeping copies of all bids, paid invoices, canceled checks, and other appropriate paperwork.
- Report for five years after receipt of grant funds or until all funds are expended, whichever is longer, as directed by statute and regulation.
- Conform to all state laws on the purchase, use or sale of equipment and facilities secured with grant funds.
- Seek competitive bids or requests for proposals (RFP) for purchase of equipment or services as required by state and local procurement laws.
- Receive written approval from the Board for any modifications to the grant, including requests for time extensions.
- Receive written consent from the Board and the department before selling, trading or transferring facilities or equipment.

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The following items are not eligible for funding from recycling grants:

Taxes	Legal fees	Vehicle registration
Reimbursement of funds	Licenses or permits	Utilities
Retroactive purchases		

ADMINISTRATIVE REQUIREMENTS

All grants are subject to audit. District personnel have the right of access to all records pertaining to grant-funded project or activity.

Grant application must include: answers to the Project Description questions and a complete Budget, as required.

Incomplete grant applications will not be considered and may delay processing of grant funds.

THE BOSTON MOUNTAIN SOLID WASTE DISTRICT AGREES TO

Submit a list of all completed grant applications received by eligible applicants to the Boston Mountain Solid Waste District Grant Committee.

Publish a list of grants to be submitted to the Board with for public comment open for 30 days past publication. *Copies of any comments received regarding the grant request shall be forwarded to the Board. If no comments are received, send an e-mail stating such at the end of the comment period.*

Notify the Board in the event a recipient has not met conditions of the approved grant application.

Ensure that the project is compatible with the approved RSWMD plan on file with ADEQ or submit documentation demonstrating why a deviation is necessary.

Maintain copies of invoices, purchase orders, checks or other supporting documents for grant expenditures at the regional solid waste district office.

Compile annual reports as required.

Docusign Envelope ID: DCD25518-F182-4899-8D1E-BD4801EE007E

SIGNATURE & CERTIFICATION

I certify that to the best of my knowledge, the information provided in this application and its attachments is correct and true. I understand and agree that if grant money is subsequently awarded as a result of this application, I will comply with all applicable statutory and regulatory provisions and with applicable terms, conditions, and procedures of the Recycling Grants program. I have read and agree to abide by the Minimum Conditions of Recycling Grants. I certify that all proposed activities will be carried out and that all grant money received will be utilized solely for the purposes for which it is intended unless written authorization is provided by the Regional Solid Waste Management District Board of Directors.

Molly Rawn — Mayor
Applicants Authorized Representative Signature & Title

7/21/2025
Date

THE ABOVE-REFERENCED GRANT IS HEREBY APPROVED.

Robert Reed — BMSWD Director
DocuSigned by:

9/4/2025
Date

Doug Sprouse — BMSWD Board Chair
8B1E990C87A5471...

9/18/2025
Date

FOR DISTRICT USE ONLY:

DATE RECEIVED:		RECEIVED BY:	
APPLICATION COMPLETE:		COMMENTS	
IF NO, RETURNED TO:		DATE:	

Docusign Envelope ID: DCD25518-F182-4899-8D1E-BD4801EE007E

City of Fayetteville Staff Review Form

2025-0586

Item ID

N/A

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

Brian Pugh	7/17/2025	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Obtain Mayor's signature to authorize application for a 2025 Boston Mountain Solid Waste District Recycling Grant for $10,000 for purchasing Compost Buckets.

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:

Docusign Envelope ID: DCD25518-F182-4899-8D1E-BD4801EE007E

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Mayor Molly Rawn

THRU: Peter Nierengarten, Sustainability and Resilience Director

FROM: Brian Pugh, Waste Reduction Manager

DATE: July 16, 2025

SUBJECT: Mayor's signature on Application for a 2025 Boston Mountain Solid Waste District Recycling Grant for $10,000 for the purchase of Compost Collection Containers

RECOMMENDATION:
Obtain Mayor's signature to authorize application for a 2025 Boston Mountain Solid Waste District Recycling Grant for $10,000 for purchasing Compost Buckets.

BACKGROUND:
Each year the Arkansas Department of Environmental Quality collects revenue derived from landfill fees to issue recycling grants through local Solid Waste Districts to help fund recycling programs. The city has benefited from these grants in the past. The Boston Mountain Solid Waste District is the entity responsible for administering the grant program and compiles the grant applications and submits them to their Grant Committee for review. The deadline for submitting applications is the end of day on Wednesday, July 16th. Staff have submitted the application without the signature to meet the deadline, and it would be officially complete once a signature from the Mayor is obtained.

DISCUSSION:
RTC staff have conducted a pilot program with Ozark Compost and Swap (OCS) since January 2025 and feel expectations have been met and are in the process of continuing the pilot. The pilot has approximately 285 households participating and has collected over 10 tons of food waste to date. Staff would like to pursue a full time contract with OCS for expanding services to residents by the end of 2025 or in 2026. Additional Compost buckets for expanding the service to a full-time program are needed to allow OCS the ability to collect, wash, and return buckets to homes to participating homes. Staff would like to have at least 1000 households using the service which has the potential to divert approximately 250 tons of food waste annually away from landfill disposal.

BUDGET/STAFF IMPACT:
The recycling grant awards are not matching grants, so no City funds are obligated with this request. Upon administration approval and award of the grant a budget adjustment will be requested to recognize the grant revenue and a capital project will be created.

Attachments:
2025 Boston Mountain Solid Waste District grant application.

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF NOVEMBER 4, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: October 8, 2025

SUBJECT: **Police Fueling Station Design**

RECOMMENDATION:

Staff recommends approval of a professional services agreement with Olsson Engineering for the site plan design of an on-site fueling station and canopy for the Fayetteville Police Department (FPD) headquarters. Funding will utilize $24,350 from Police Impact Fees, plus a 15% contingency for reimbursable expenses, and requires approval of a budget adjustment.

BACKGROUND:

The original design for the police headquarters included an on-site fueling station to support continuous operations and reduce long-term fueling costs. Due to inflation-related cost increases during construction, the fueling station was value-engineered out of the final build. Since opening the new facility in May of 2023, the FPD has relied on off-site commercial and city-owned fueling stations, which present ongoing operational, logistical, and fiscal limitations.

DISCUSSION:

Off-site fueling reduces patrol efficiency. Officers must pause service to access commercial fueling stations, often during shift changes or peak demand periods. These refueling stops extend downtime, reduce street presence, and delay availability for calls and response times. Additionally, commercial fueling limits the department's ability to monitor usage and increases long-term costs through higher per-gallon prices and transaction fees.

This proposal funds a secure, department-controlled fueling station that enhances daily operations, improves fleet management, and reduces recurring costs. Specific benefits include:

- **Cost Efficiency:** Bulk fuel purchasing reduces per-gallon rates and eliminates transaction fees from retail vendors.
- **Response Time:** On-site fueling minimizes time off-patrol and ensures faster vehicle turnover during shift transitions and emergencies.
- **Fleet Oversight:** Centralized fueling allows for detailed usage tracking by vehicle and officer, helping flag inefficiencies and vehicle maintenance needs.
- **Operational Security:** Vehicles refuel within a secure facility, reducing exposure of police equipment and increasing officer safety.

Completing the fueling station now, using existing Police Impact Fees, resolves the operational gap created by having to value engineer the fueling station out of the original construction plan and strengthens core public safety functions without drawing on general fund resources.

BUDGET/STAFF IMPACT:

The approval of a $28,000 budget adjustment for the proposed fueling station design will be funded via the current uncommitted Police Impact Fees balance of $674,499. This request requires a budget adjustment but has no impact on staffing.

Attachments:

Budget Adjustment
Olsson – Agreement for Professional Services

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

File #: 2025-1989

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSSON ENGINEERING, PURSUANT TO RFQ #25-01 SELECTION #14, IN THE AMOUNT OF $24,350.00, PLUS A 15% CONTINGENCY FOR THE SITE PLAN DESIGN OF AN ON-SITE FUELING STATION AND CANOPY AT THE FAYETTEVILLE POLICE DEPARTMENT HEADQUARTERS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the original design for the police headquarters included an on-site fueling station to support continuous operations and reduce long-term fueling costs, but due to inflation-related cost increases during construction, the fueling station was value-engineered out of the final build; and

WHEREAS, since opening the new facility in May 2023, the FPD has relied on off-site commercial and city-owned fueling stations, which present ongoing operational, logistical, and fiscal limitations; and

WHEREAS, the proposal funds a secure, department-controlled fueling station that enhances daily operations, improves fleet management, and reduces recurring costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a professional engineering services agreement with Olsson Engineering, pursuant to RFQ #25-01 Selection #14, in the amount of $24,350.00, plus a 15% contingency for the site plan design of an on-site fueling station and canopy at the Fayetteville Police Department Headquarters.

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

2025-1989

Item ID

11/4/2025

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

Mike Reynolds	10/8/2025	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a professional services agreement with Olsson Engineering for the site plan design of an on-site fueling station and canopy for the Fayetteville Police Department (FPD) headquarters. Funding will utilize $24,350 from Police Impact Fees, plus a 15% contingency for reimbursable expenses, and requires approval of a budget adjustment.

Budget Impact:

2300.200.9300-5804.00	Impact Fees
Account Number	Fund
07001.2501	Police Impact Fee Impr - Police Fueling Station
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	24,350.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	28,000.00
		Remaining Budget	$	3,650.00

V20221130

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

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

Original Contract Number: _____

Comments: Item cost does not include contingency.

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	POLICE (200)	
	Requestor: Willie Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a professional services agreement with Olsson Engineering for the site plan design of an on-site fueling station and canopy for the Fayetteville Police Department (FPD) headquarters. Funding will utilize $24,350 from Police Impact Fees, plus a 15% contingency for reimbursable expenses.

COUNCIL DATE: 11/4/2025

ITEM ID#: **2025-1989**

Holly Black
10/14/2025 7:53 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	28,000	28,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2300.200.9300-4999.99	-	28,000			RE	Use Fund Balance - Current
2300.200.9300-5804.00	24,350	-	07001	2501	EX	Building Costs
2300.200.9300-5911.99	3,650	-	07001	2501	EX	Contingency - Capital Project
	-	-				
	-	-				
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LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

September 25, 2025

City of Fayetteville, Arkansas
Attention: Mr. Wade Abernathy
(D): 479-575-8361
wabernathy@fayetteville-ar.gov

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Project will be located at: 1800 N Stephen Carr Memorial Blvd
Fayetteville, AR

Project Description: Fayetteville PD HQ Fueling Canopy

Dear Mr. Wade Abernathy:

It is our understanding that the City of Fayetteville ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 10/06/2025
Anticipated Completion Date: TBD

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Twenty-Four Thousand Three Hundred & Fifty Dollars ($24,350.00) plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Matthew Loos, P.E.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Wes Bullock, P.E.
Project Engineer / Structural

By _____
Matthew K. Loos, P.E.
Vice President / Civil

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville PD HQ Fueling Canopy

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
Scope of Services
Standard Labor Rate Schedule
Reimbursable Expense Schedule
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated 09/25/2025 between City of Fayetteville ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 1800 N Stephen Carr Memorial Blvd
Fayetteville, AR

Project Description: Fayetteville PD HQ Fueling Canopy

SCOPE OF SERVICES

It is our understanding that the project consists of modifying existing parking stalls, loading zone, and front entry of the existing Fayetteville Police Department Headquarters building to allow for a new fueling canopy (24'x24'). It is also our understanding that the proposed design contours will be utilized as a basis for design. Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Construction Documents

Services listed below correspond to development of final Construction Documents (CD), and design coordination meetings. It is our understanding that intermediate design deliverables will be required for 30% CD & 90% CD design coordination, project estimating, and Owner "Buy-off", however Olsson has assumed that final CD's will be issued as one set.

Task 101: Civil Design Services:

Site Plan shall include general notes, parking information, building locations, lot information, sign locations and other miscellaneous information required to properly locate and describe the development.

Demolition Plan Olsson shall prepare demolition plans to identify and describe existing structures, utilities, and misc. site features to be removed. Olsson assumes owner will provide requirements for any special structure abatement that may be identified.

Grading Plan shall include proposed and existing contours, general notes, vertical control information, and spot grades.

Task 102: Structural Design Services:

Fuel Canopy Structural Plans shall include general notes, foundation plan, framing plans, framing sections, and associated details. Structural Specifications will be provided as Spec on Drawing.

Task 103: Project Design Meetings:

This phase includes the following meetings assuming an average of three individuals at 1 hour:

- One (1) Concept review meeting
- One (1) Final concept review meeting

Phase 200 – Construction Phase Services

Task 201: Limited Construction Administration

These services are assumed to include but are not limited to, review of shop drawings, construction meetings, review and responding to RFI's, and construction site visits. It is anticipated that we will have a maximum of two site visits at one hour each and one construction meeting at one hour total. Any additional meetings after will also be billed at an hourly rate as necessary.

Phase 900 – Expenses

Task 901: Expenses

Reimbursable expenses are an additional expense and shall be invoiced in accordance with Olsson's Reimbursable Expense Schedule.

Expenses related to filing fees, permit fees or other non-Olsson generated expenses shall be considered above and beyond this amount.

Project Assumptions and Exclusions:

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Olsson's proposal assumes no external or internal public improvements such as public roads, sanitary sewer, water, or stormwater will be required and are not included herein.
- It is assumed that a boundary and topographic survey of the site in a Civil 3-D CAD format with the survey shots and TIN file or similar shall be provided by Client for use with preparing these documents.
- Final Construction Documents will be prepared based on direction from the owner and the final site plan being determined prior to the preparation of these documents. Any significant site changes at this stage will be considered additional services. Changes associated with any modification shall be invoiced hourly per the attached rate table.
- Section 404 Permitting and Section 401 Water Quality Certification will not be required.
- No permitting or application fees are included.
- Special Inspections (by third-party agency)
- Architectural design of aluminum composite material features and connections
- Final design of steel connections
- As-Built Survey
- Construction staking, and materials testing are excluded but can be provided as an amendment to this agreement.
- Irrigation Design
- Landscape Lighting Design

Additional Services:

The following services are not included with this proposal but can be provided under a supplemental agreement if requested.

- 404 Permitting and associated Wetland Mitigation Plans
- Any service, analysis, design or deliverable beyond those specifically included in the Scope of Services section above.
- Meetings and/or site visits beyond those included in the Scope of Services

- This proposal was based on the assumption that Olsson will prepare one set of construction documents for the entire development. Separate packages for phasing purposes or alternate bids are not included.
- Evaluations, studies, or additional services requested by the owner.
- Value Engineering
- Easement Vacation Documentation and Coordination
- Environmental Site Assessment Phase I & II
- USACE Permitting of any type.
- Traffic Impact Analysis
- Geotechnical Investigation and Reporting
- Boundary, Topo, and ALTA Surveys
- Platting
- Construction Staking
- Entry Monuments and/or Water Feature design
- Construction Observation & Materials Testing
- Offsite Public Infrastructure Extensions
- Site Lighting Plans

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

FEES

FEE TABLE

Task Description	Base Fee	Fee Type*
PHASE 100 CONSTRUCTION DOCUMENTS	**$20,850**	**Lump Sum**
Task 101 Civil Design Services	$7,250	Lump Sum
Task 102 Structural Design Services	$12,000	Lump Sum
Task 103 Project Design Meetings	$1,600	Lump Sum
PHASE 200 CONSTRUCTION PHASE SERVICES	**$3,500**	**Lump Sum**
Task 201 Limited Construction Admin	$3,500	Lump Sum
GRAND TOTAL	****$24,350**	
PHASE 900 REIMBURSABLE EXPENSES	**$500**	**Estimate**

** Exclusive of reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount.

Olsson 2025 Billing Rate Schedule

Description	Range		
Principal	$152.00	-	$472.00
Project Manager	$133.00	-	$287.00
Project Professional	$99.00	-	$258.00
Assistant Professional	$74.00	-	$182.00
Designer	$95.00	-	$238.00
CAD Operator	$64.00	-	$150.00
Survey	$59.00	-	$230.00 *
Construction Services	$53.00	-	$305.00 *
Administrative/Clerical	$49.00	-	$300.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.70/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated 09/25/2025 between City of Fayetteville (“Client”) and Olsson, Inc. (“Olsson”) for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the “Project(s)”).

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON’S SCOPE OF SERVICES

Olsson’s scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement (“Scope of Services”).

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 (“Optional Additional Services”), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client’s award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client’s contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) (“Necessary Additional Services”), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract

and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2029

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Gulf Coast High Intensity Drug Trafficking Area MOU and Budget Adjustment**

RECOMMENDATION:
Staff recommends approval of a Memorandum of Understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment in the amount of $123,730.

BACKGROUND:
The Gulf Coast HIDTA provides funding from the Office of National Drug Control Policy to multi-jurisdictional drug enforcement initiatives throughout Arkansas, Louisiana, Mississippi, Florida, Alabama, and Tennessee. Since 2011, the Fayetteville Police Department has partnered with the Washington County Sheriff's Office, Springdale Police Department, Elkins Police Department, and the local Drug Enforcement Administration office to create the Western Arkansas Mobile Deployment Team (WAMDT) initiative with Washington County being the fiduciary agency.

DISCUSSION:
WAMDT's mission is to infiltrate and disrupt drug trafficking organizations (DTOs) at the street level. The Gulf Coast HIDTA funds overtime for investigator activity, buy money for the purchase of evidence/purchase of information (PEPI), and vehicle allowances. The Gulf Coast HIDTA has approved 2025 funding for the Fayetteville Police Department in the amount of $123,730. This amount represents overtime funding for three (3) investigators in the amount of $63,836 ($21,278.67 each including benefits), PEPI in the amount $51,094, investigative services in the amount of $2,400, and vehicle allowance in the amount of $6,400. This funding has a two-year life span and must be spent by December 31, 2026. HIDTA funds are authorized for drug enforcement activity only, and HIDTA funds must supplement existing drug enforcement expenses. WAMDT is currently preparing their 2026 funding request to the Gulf Coast HIDTA; however, future allocations are contingent upon congressional approval.

BUDGET/STAFF IMPACT:
A budget adjustment will equally increase revenue and expense budgets in the amount of $123,730 for this non-matching federal funding to reimburse existing DTF investigators overtime, covert funds, and vehicle allowances. This budget adjustment has no impact on staffing levels.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. Budget Adjustment, 6. HIDTA MOU _001

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

File #: 2025-2029

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH WASHINGTON COUNTY TO ACCEPT FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF $123,730.00 FOR THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a Memorandum of Understanding with Washington County to receive funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of $123,730.00 for investigator activity, purchase of evidence and information, and vehicle allowances for the Police Department.

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

2025-2029

Item ID

11/4/2025

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

Mike Reynolds	10/8/2025	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Memorandum of Understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment in the amount of $123,730.

Budget Impact:

2930.200.2960-various	Drug Enforcement
Account Number	Fund
38070.2501	HIDTA - WAMDT 2025-2026
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	$ 123,730.00
		Remaining Budget	$ 123,730.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF NOVEMBER 4, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: October 10, 2025

SUBJECT: **Gulf Coast High Intensity Drug Trafficking Area MOU and Budget Adjustment**

RECOMMENDATION:

Staff recommends approval of a Memorandum of Understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment in the amount of $123,730.

BACKGROUND:

The Gulf Coast HIDTA provides funding from the Office of National Drug Control Policy to multi-jurisdictional drug enforcement initiatives throughout Arkansas, Louisiana, Mississippi, Florida, Alabama, and Tennessee. Since 2011, the Fayetteville Police Department has partnered with the Washington County Sheriff's Office, Springdale Police Department, Elkins Police Department, and the local Drug Enforcement Administration office to create the Western Arkansas Mobile Deployment Team (WAMDT) initiative with Washington County being the fiduciary agency.

DISCUSSION:

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BUDGET/STAFF IMPACT:

A budget adjustment will equally increase revenue and expense budgets in the amount of $123,730 for this non-matching federal funding to reimburse existing DTF investigators overtime, covert funds, and vehicle allowances. This budget adjustment has no impact on staffing levels.

Attachments:
Budget Adjustment
Memorandum of Understanding with Washington County

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	POLICE (200)	
	Requestor: T. Tannehill	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a Memorandum of Understanding with Washington County, Arkansas to accept funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and approval of a budget adjustment in the amount of $123,730.

COUNCIL DATE: 11/4/2025

ITEM ID#: **2025-2029**

Holly Black
10/13/2025 11:32 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	123,730	123,730				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2930.200.2960-4309.01	-	123,730	38070	2501	RE	Federal Grants - Operational
2930.200.2960-5120.00	63,836	-	38070	2501	EX	Personnel Other - Contra
2930.200.2960-5379.07	51,094	-	38070	2501	EX	Confidential DTF - HIDTA PEPI
2930.200.2960-5802.00	6,400	-	38070	2501	EX	Vehicles & Equipment - base
2930.200.2960-5377.01	2,400	-	38070	2501	EX	O & M - Fayetteville
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MEMORANDUM OF AGREEMENT

BETWEEN

WASHINGTON COUNTY, ARKANSAS

AND

FAYETTEVILLE POLICE DEPARTMENT

This Agreement between Washington County, Arkansas and Fayetteville Police Department shall begin on January 1, 2025 and shall not extend beyond December 31, 2026 unless the period is extended by modification of this Agreement.

WHEREAS, Washington County, Arkansas has been designated the fiscal agent for the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through Washington County, Arkansas.

NOW, THEREFORE, Washington County, Arkansas and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in the amount of $123,730.00 to the resource recipient, Fayetteville Police Department, under the following terms and conditions:

1. Fayetteville Police Department agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to, the following: OMB Circular 87, OM Circular A-102, OMG Circular A-133, 21 CFR Part 1403, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and the Fair Labor Standards Act (FLSA).
2. Fayetteville Police Department agrees to abide by and be bound by the attached budget (Appendix A) for purchases including future reprogramming requests as approved by Washington County, Arkansas and Gulf Coast HIDTA. All reprogramming requests shall be submitted via email to the Gulf Coast HIDTA Director of Operations.

3. Requests for payment shall be submitted on a quarterly basis to the financial office through the HIDTA State Director of Operations at the following address by the 10th day of each month following the quarterly end:

   Brian Chambers
   HIDTA State Director of Operations
   3730 Appling Road
   Bartlett, TN 38133

All invoices submitted shall comply with the terms noted in Appendix D. The last invoice from the Resource Recipient (Fayetteville Police Department) shall be received by the HIDTA State Director of Operations no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All reimbursement of Overtime Expenses will be submitted using the appropriate form (Appendix C) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (Fayetteville Police Department) agrees to complete all applicable items in Appendix D and return to Washington County, Arkansas along with the signed agreement.
5. Washington County agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into Washington County's Treasury Funds.
6. Resource Recipient (Fayetteville Police Department) agrees to reimburse Washington County for any invoice paid by Washington County if such is later disallowed after audit for financial review.
7. For any and all disputes arising out of this Agreement the parties hereto agree that jurisdiction will lie within Washington County, Arkansas.

   IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Judge Patrick Deakins Washington County Judge	Fayetteville Police Department Resource Recipient

HIDTA 2025

Disclosure of High Risk Status

HID0725G0476

Fayetteville Police Department is **not** currently designated high risk by another federal grant making agency.

_____
Fayetteville Police Department
Resource Recipient

ACKNOWLEDGMENT

STATE OF ARKANSAS)

)**SS**

COUNTY OF_____)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, satisfactorily proven to be the person whose name appears in the foregoing instrument, and stated that he/she had executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____

Budget Detail

2025 - Gulf Coast

Initiative - Western Arkansas Mobile Deployment Team **Interdiction**

Award Recipient - County of Washington (G25GC0004A)

Resource Recipient - Fayetteville Police Department

Input		***$123,730.00***	
Overtime	**Quantity**	**Amount**	**Comments**
Investigative - Law Enforcement Officer	3	63,836.00	3 TFOs @ $21,740 each (3 FT FPD TFOs) (Less excess PY funds of $1,384)
Total Overtime	**3**	**$63,836.00**	
Services	**Quantity**	**Amount**	**Comments**
Investigative services		2,400.00	Cellphone pings
Vehicle allowance	1	6,400.00	1 @ $8,400/yr (3 TFOs assigned) (Less excess PY funds of $2,000)
Total Services	**1**	**$8,800.00**	
Other		**Amount**	**Comments**
PE/PI/PS		51,094.00	$71,000 PE/PI (Less excess PY funds of $19,906)
Total Other		**$51,094.00**	
Total		**$123,730.00**	

APPENDIX A

APPENDIX B

Sub-award Issued To: Fayetteville Police Department

Federal Award Identification No. (FAIN): HID0725G0476

Federal Award Date: 05/23/2025

Period of Performance: 01/01/2025-12/31/2026

Amount of Federal Funds Obligated by this Award to Fayetteville Police Department: $123,730.00

Total Amount of Federal Funds Obligated to Fayetteville Police Department including the current obligation (G18+G19+G20+G21+G22+G23+G24+G25): $796,565.80

Total Amount of Federal Award committed to Fayetteville Police Department by Washington County, Arkansas as received from Gulf Coast HIDTA: $1,100,993.66

Federal Award Project Description: This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Gulf Coast HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

Federal Awarding Agency: Executive Office of the President Office of National Drug Control Policy

Grantee (Pass-Through Entity): Washington County, Arkansas
Sheriff Jay Cantrell
County Judge Patrick Deakins
1155 Clydesdale Drive
Fayetteville, AR 72701

CFDA Name and Number: High Intensity Drug Trafficking Areas Program-95.001

No indirect costs (as defined in CFR 200.414 Indirect (F&A) costs) have been authorized with this grant award.

All requests for reimbursement must be by the 10th day of the month following the end of each quarter and shall be directed to:

Brian Chambers

HIDTA State Director of Operations Arkansas/Tennessee
3730 Appling Road
Bartlett, TN 38133

APPENDIX C

Caculation of HIDTA Reimbursable Overtime

TFO's NAME		
HIDTA Overtime this period		hrs
TFO's Regular pay rate		
TFO's Overtime rate @ 1.5	$ -	

***fill in below only if agency is claimimg fringe associated with HIDTA overtime**				
TFO's Fringe				
FICA Life Health Retirement Workman's Comp				*please note these are the only allowable fringe cost the HIDTA program will reimburse
	0.00%		Fringe %	
percentage	$	-	Overtime X Fringe %	($50.10 X13.40%)

Caculation of Overtime	$	-	Rate X Hours	* Please note this total must match what was paid on checkstub or payroll report submitted with claim*

Overtime rate w/ Fringe %	$	-	Overtime rate + fringe cost per hour	*Please note only utilize this is agency is claiming fringe* 1.5 rate or regular rate + fringe rate ($50.10+$6.71)

Total HIDTA Request	$	-	without fringe X hours	($56.81*20 hrs)

APPENDIX D

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2023 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   a. 28 CFR Part 69-"New Restrictions on Lobbying"
   b. 2 CFR Part 25-"Universal Identifier and System of Award Management"
   c. Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   d. Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. These general terms and conditions as well as archives of previous versions of the general terms and conditions are available online at www.whitehouse.gov/ondcp/grants .

7. Conflict of Interest and Mandatory Disclosures

   a. Conflict of Interest Requirements
      As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a Federal award if he or she has an apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflict of interest. Organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

b. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, and termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

c. FFATA/DATA Act Compliance

Each applicant is required to

i. Be registered in the System for Award Management (SAM) before submitting its application
ii. Provide a valid DUNS number in its application
iii. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award
iv. Provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

8. Washington County, Arkansas, as the Grantee, is required to monitor this subaward as outlined in 2 CFR 200.331.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

    a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
    b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
    c. Evaluate and monitor compliance with applicable statutes, regulations, and the terms and conditions of the Federal awards.
    d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
    e. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover

operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.

6. Property acquired with these HIDTA grant funds is to be used for activities of the Gulf Coast HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.

7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

ACCEPTANCE OF GRANT CONDITIONS

_____ Date: _____

Fayetteville Police Department
Resource Recipient

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1984

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **FY2026 Selective Traffic Enforcement Grant Award and Budget Adjustment**

RECOMMENDATION:
Staff recommends acceptance of the FY2026 Selective Traffic Enforcement Project (STEP) Grant Award and approval of a budget adjustment in the amount of $40,000.

BACKGROUND:
The Fayetteville Police Department has participated in STEP every year since its inception in 1998. For twenty-six (26) years, we have partnered through grant funding with the Arkansas Highway Safety Office in an effort to reduce the total number of motor vehicle crashes, injuries, and fatalities. Our primary strategy for reaching our mutual goals is through dedicated and diligent enforcement of occupant protection, Driving While Intoxicated (DWI), and Driving Under the Influence (DUI) laws. This is accomplished by dedicating patrol officer(s) to monitor STEP activity for a given period of time in a known problem area. In addition to increased traffic enforcement, this grant funding allows us to participate in directed DWI patrols, Click It or Ticket campaigns, and distracted driving mobilizations. It also allows us to purchase additional equipment for traffic enforcement and provide child safety seat clinics with a loaner child safety seat for those in need.

DISCUSSION:
The FY2026 STEP Grant Award provides a total of $40,000, consisting of $25,000 in federal funding and $15,000 in state funding, with a required local in-kind match of $10,500. Federal funding will reimburse $19,300 in overtime costs for targeted traffic enforcement and will support the purchase of portable breath test analyzers valued at $5,700. State funding of $15,000 will be used to purchase child safety seats for community distribution. The required in-kind match will be met through on-duty regular patrol hours dedicated to STEP activity, while the grant will reimburse the City for overtime hours committed to the program. The grant period runs from October 1, 2025, through September 30, 2026. STEP remains a critical program and funding source for the Fayetteville Police Department. It not only strengthens our traffic enforcement and safety initiatives but also enhances community outreach. Loss of this funding would negatively impact both public safety and the Department's ability to serve the community.

BUDGET/STAFF IMPACT:
In-kind expenses in the amount of $10,500 are budgeted annually within our operating budget. Our salary expense will not increase, patrol officers will perform matching STEP activities while on duty, and no additional officers are required within the STEP grant.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. Budget Adjustment, 6. Award Documents -

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

File #: 2025-1984

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2026 SELECTIVE TRAFFIC ENFORCEMENT PROJECT GRANT AWARD IN THE AMOUNT OF $40,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2026 Selective Traffic Enforcement Project (STEP) grant award in the amount of $40,000.00.

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

City of Fayetteville Staff Review Form

2025-1984

Item ID

10/21/2025

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

Mike Reynolds	9/26/2025	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends acceptance of the FY2026 Selective Traffic Enforcement Project (STEP) Grant Award and approval of a budget adjustment in the amount of $40,000.

Budget Impact:

1010.200.2920-various	General
Account Number	Fund
31607-2026-4302/4309	Police STEP Grant
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	40,000.00
		Remaining Budget	$	40,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 21, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police



DATE: September 30, 2025

SUBJECT: **FY2026 Selective Traffic Enforcement Grant Award and Budget Adjustment**

RECOMMENDATION:

Staff recommends acceptance of the FY2026 Selective Traffic Enforcement Project (STEP) Grant Award and approval of a budget adjustment in the amount of $40,000.

BACKGROUND:

The Fayetteville Police Department has participated in STEP every year since its inception in 1998. For twenty-six (26) years, we have partnered through grant funding with the Arkansas Highway Safety Office in an effort to reduce the total number of motor vehicle crashes, injuries, and fatalities. Our primary strategy for reaching our mutual goals is through dedicated and diligent enforcement of occupant protection, Driving While Intoxicated (DWI), and Driving Under the Influence (DUI) laws. This is accomplished by dedicating patrol officer(s) to monitor STEP activity for a given period of time in a known problem area. In addition to increased traffic enforcement, this grant funding allows us to participate in directed DWI patrols, Click It or Ticket campaigns, and distracted driving mobilizations. It also allows us to purchase additional equipment for traffic enforcement and provide child safety seat clinics with a loaner child safety seat for those in need.

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The FY2026 STEP Grant Award provides a total of $40,000, consisting of $25,000 in federal funding and $15,000 in state funding, with a required local in-kind match of $10,500. Federal funding will reimburse $19,300 in overtime costs for targeted traffic enforcement and will support the purchase of portable breath test analyzers valued at $5,700. State funding of $15,000 will be used to purchase child safety seats for community distribution. The required in-kind match will be met through on-duty regular patrol hours dedicated to STEP activity, while the grant will reimburse the City for overtime hours committed to the program. The grant period runs from October 1, 2025, through September 30, 2026. STEP remains a critical program and funding source for the Fayetteville Police Department. It not only strengthens our traffic enforcement and safety initiatives but also enhances community outreach. Loss of this funding would negatively impact both public safety and the Department's ability to serve the community.

BUDGET/STAFF IMPACT:

In-kind expenses in the amount of $10,500 are budgeted annually within our operating budget. Our salary expense will not increase, patrol officers will perform matching STEP activities while on duty, and no additional officers are required within the STEP grant.

Attachments:

Budget Adjustment
FY2026 STEP Grant Award Documents

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	POLICE (200)	
	Requestor: Willie Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish revenue and expense budgets to track the FY2026 Selective Traffic Enforcement Program (STEP) grant award in project accounting.

COUNCIL DATE: 10/21/2025

ITEM ID#: **2025-1984**

Holly Black
9/30/2025 7:41 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	40,000	40,000				
1010.200.2920-4302.01	-	15,000	31607	2526.4302	RE	State Grants - Operational
1010.200.2920-4309.01	-	25,000	31607	2526.4309	RE	Federal Grants - Operational
1010.200.2920-5120.00	19,300	-	31607	2526.4309	EX	Personnel Other - Contra
1010.200.2920-5210.00	5,700	-	31607	2526.4309	EX	Minor Equipment
1010.200.2920-5210.00	15,000	-	31607	2526.4302	EX	Minor Equipment
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State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

FY 2026 HIGHWAY SAFETY SUBGRANT AGREEMENT
This project is not for the purpose of Research and Development.

RECIPIENT

Fayetteville Police Department

Telephone: (479) 587-3581

Fax: (479) 587-3570

GOVERNMENTAL UNIT

1800 N Stephen Carr Memorial Blvd
Fayetteville Arkansas 72704
Washington County

PROJECT NO: OP-2026-02-02-08
SC-2026-01-01-08
AL-2026-06-06-08
B8DDLE-2026-02-02-08

TAX ID NO:

71 - 6018462

FAIN: 69A37526300004020AR06
9A3752630000405EARA

TYPE OF APPLICATION

Initial

Revision

X Continuation

402 CFDA: 20.600 - State and Community Highway Safety

405 CFDA: 20.616 - National Priority Safety Program

UEI: FKCQRMDULFH9

INITIAL PROJECT STARTING DATE

10/01/1999

PROJECT TITLE:

Selective Traffic Enforcement Project (STEP)

OPERATIONAL AREA OF PROJECT

Fayetteville
Police Dept

COST CATEGORY	AMOUNT FEDERAL	STATE	LOCAL
Personal Services	$19,300.00		$6,300.00
Equipment	$5,700.00		
Maintenance & Operation			$4,200.00
Other Direct Costs		$15,000.00	
Indirect Cost			
Administrative Costs			
Total	$25,000.00	$15,000.00	$10,500.00

PROJECT PERIOD

From: 10/01/2025
To: 09/30/2026

FUNDING PERIOD

From: 10/01/2025
To: 09/30/2026

FUNDING

SOURCE	AMOUNT
Federal	$25,000.00
State	$15,000.00
Local	$10,500.00
Total	$50,500.00

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CERTIFICATIONS AND ASSURANCES ..... Appendix ii

BUDGET REQUEST AND LOCAL MATCH ..... Appendix iii

Agreement Prepared By: Holly Terry

Title: Program Manager

Arkansas State Police
Arkansas Highway Safety Office
1 State Police Plaza Drive
Little Rock, AR 72209
(501) 618-8000
(501) 618-8124 fax

BACKGROUND

The State of Arkansas is taking increased steps to address safety on the State's roadways as part of an effort to implement innovative strategies to reduce traffic fatalities throughout the State. The Arkansas Highway Safety Office (AHSO) considers safety issues by focusing on behavioral aspects at the driver level. The goal is to reduce highway fatalities by better identifying driver behaviors that cause fatal crashes, implementing programs to address those behaviors and targeting locations where fatal crashes occur.

Based on a five-year average (2019 - 2023), 617 people lose their lives each year on Arkansas roadways. In 2023, there were 596 total traffic fatalities compared to 637 the previous year. Over the same five years, alcohol-related fatalities (fatalities involving a driver or motorcycle operator with a BAC of .08 or greater) averaged 158 per year. There were 157 alcohol-related fatalities in 2023.

An additional area of concern is occupant protection where in 2023 there were 160 unrestrained passenger vehicle occupant fatalities. In 2023, Arkansas' safety belt use rate was 79.7%, while the National use rate stood at 91.9%. Arkansas' safety belt use rate decreased to 77.7% in 2024.

Also of concern are speed-related fatalities where in 2023, 117 people died as a result of speed-related crashes.

Strict enforcement of the State's traffic laws, through Selective Traffic Enforcement Projects (STEP), has been proven effective in reducing traffic crashes and fatalities. The State will continue to use this strategy to address its traffic safety problems.

PROBLEM STATEMENT

The Fayetteville Police Department began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Imparied Driving, Seat Belt, Speed and Distracted Driving mobilizations/campaigns.

SCOPE OF WORK

PROJECT GOALS: The overall goal of this project is to decrease the number of traffic-related crashes and fatalities by conducting a Selective Traffic Enforcement Project in Washington County. The goal for each component of this project is as follows: Alcohol Component (Section 405)- Reduce the annual number of alcohol-related crashes from 332 and reduce alcohol-related fatalities from four (4) as recorded in 2023. Seat Belt Component (Section 402)- Increase seat belt use from 92% as recorded in 2025. Speed Component (Section 402)- Reduce the annual number of speed-related crashes from 478 and reduce speed-related fatalities from six (6) as recorded in 2023.

SUMMARY OF PROJECT OBJECTIVES: This project's primary objectives are to achieve as average of two (2) - three (3) vehicles stops per hour per officer during seat belt enforcement (with an emphasis on enforcement of occupant restraint laws); two (2) - three (3) vehicle stops per hour per officer during speed enforcement; one (1) - two (2) vehicle stops per hour per officer during distracted driving enforcement; and one (1) DWI/DUI arrest per eight (8) - twelve (12) hours per officer during DWI/DUI enforcement. A public information and education program will support these objectives.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE: X
IMPACT EVALUATION: X By achievement of project objectives.

_____ ASP/AHSO will reimburse the recipient an amount equal to ____% of all eligible cost.

X ASP/AHSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:

   Federal Funds: $25,000.00

   State Funds: $15,000.00

2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:

   (Date) 10/01/2025 to (Date) 09/30/2026

3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/AHSO policy. (See Subgrant Agreement/Contract Terms).

WORK STATEMENT

A. The recipient, Fayetteville Police Department in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:

1. Appoint a Project Coordinator to be a liaison between the recipient and the (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.

2. Project Coordinator, or designee, will work with their designated AHSO Program Manager to ensure they understand State, Federal and Highway Safety Office policies and procedures.

3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.

4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), speed limit, child passenger protection, distracted driving and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.

5. Seat belt enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of seat belt and child restraint laws.
Speed enforcement (from 6:00 a.m. until 9:00 p.m.) will emphasize speed violations.
Distracted Driving enforcement will emphasize enforcement of distracted driving law violations and may be worked anytime day or night, any day of the week.
DWI/DUI enforcement will emphasize enforcement of DWI/DUI laws and may be worked anytime day or night any day of the week. Participating officers are expected to average two vehicle stops per hour when not actively processing a DWI arrest during DWI enforcement.
The AHSO retains the right to limit or modify enforcement hours and days at its discretion and as necessary to help projects meet performance objectives as stated in Work Statement six (6). Agencies may request modifications to enforcement hours for AHSO approval based on problem identification. Also, during the enforcement mobilizations in Work Statement 7, the enforcement time restrictions cited above do not apply and Seat Belt, and Speed may be enforced day or night. For example: During the Click It or Ticket Mobilizations, seat belt enforcement is not limited to 6:00 a.m. to 9:00 p.m., but may be worked anytime day or night during the mobilization (CIOT Day & Night).
Officers working on the project are expected to enforce all the laws cited in this agreement during seat belt, speed, DWI/DUI and Distracted Driving enforcement.

6. Performance objectives for the project and individual participating officers are as follows:
Seat Belt and Speed: two (2) to three (3) stops per hour; Distracted Driving: one (1) to two (2) stops per hours.
DWI/DUI: 1 DWI arrest per eight (8) to twelve (12) hours.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that an officer issue a specific or predetermined number of citations in pursuance of the organization's obligations here under. However, reported citations will be reviewed to verify enforcement activities. The organization agrees to complete the above stated objectives in addition to completing the normal routine agency traffic enforcement activities.

7. Participate in two (2) Seat Belt, five (5) DWI/DUI, one (1) Speed and two (2) Distracted Driving mobilization(s) during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey conducted by the agency will also precede and follow each seat belt mobilization for evaluation purposes. Mobilization dates are as follows but are subject to change.

1. State Distracted Driving Mobilization - October 19-25, 2025
2. State Seat Belt Mobilization - November 24 – November 30, 2025
3. National Winter DWI Mobilization - December 12, 2025 - January 1, 2026*
4. State St. Patrick's Day DWI Mobilization - March 13 – 17, 2026
5. National Distracted Driving Mobilization - April 6 – 13, 2026
6. National 420 Campaign April 17 – 20, 2026
7. National Memorial Day Seat Belt Mobilization - May 18 - May 31, 2026
8. State July 4th Holiday DWI Mobilization – July 1 – 5, 2026
9. National Speed Mobilization - July 10 – 31, 2026
10. National Labor Day DWI Mobilization - August 21 - September 7, 2026*

*Conduct checkpoints and/or saturation patrols on at least four days/nights during the National DWI mobilizations.

**Agencies are encouraged to conduct night time seat belt enforcement during Thanksgiving and Memorial day seat belt enforcement mobilizations.

Participation in all State, National and Regional Mobilizations is a required activity of this grant agreement. Project activity should be managed to ensure that sufficient funds are available to participate in these mobilizations. Submit a mobilization report within 15 days after a mobilization period in accordance with the format provided by the AHSO. Agency is urged to participate in sobriety checkpoints and/or saturation patrols during all DWI/DUI mobilizations. Officers are not restricted to the enforcement times cited in Work Statement 5 during the mobilizations.

8. Conduct Public Information and Education (PI&E) activities to support the objectives of this project. These activities will include, but are not limited to, issuing a news release at the beginning of the project period to notify the community of the project activities, conducting a minimum of two media exposures for each mobilization e.g., news conferences, news releases, social media posts, interviews, reporter ride-alongs and participating in a minimum of two (2) other community engagement activities e.g., community events, health fairs, booths, civic/school/employer presentations during the year. Please click on www.trafficsafetymarketing.gov for materials to assist you in conducting these activities.

9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits), child safety seats (see Work Statement 10) and pre-approved equipment (see Work Statement 11). The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Each officer is allowed a maximum of up to twelve (12) hours of STEP enforcement reimbursement per day and 36 hours per work week. Any STEP enforcement time exceeding twelve (12) hours per day or 36 hours per work week per officer will not be reimbursed. Reimbursement is limited to one officer per patrol vehicle. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and is reported separately on the monthly report form in eGrants. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. No part-time personnel can be compensated through this agreement. Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 30 days of the effective date of the revision.

10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 28, 2026. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with federal, state and local purchasing laws and regulations.

11. If equipment is an approved budget line item on the invoice forms, purchase the following equipment to assist with the enforcement effort:

EQUIPMENT: Two (2) LIDAR units at $ $2,850.00 each, to be used during overtime traffic enforcement. Priority use of this equipment shall be given to those officers actively working STEP enforcement. Assurance is provided herein that throughout the life expectancy of this equipment, it will be used for the purposes expressed or implied in this agreement. All purchases must be in compliance with federal, state and local purchasing laws and regulations and if applicable, be listed on the National Highway Traffic Safety Administration's current Conforming Products List of Evidential Breath and Speed Measurement Devices. ALL equipment purchases must be pre-approved in writing and must comply with the Buy America Act.

Note: All purchases must be made by June 30, 2026. Any purchases made after June 30, 2026 must have AHSO written approval. Purchases received after September 30, 2026 are not eligible for reimbursement.

12. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.

13. Ensure that all officers working this project are familiar with Arkansas Code Annotated (A. C. A.) 27-37-701 thru 27-37-707 (the mandatory seat belt law). A violation of the mandatory seat belt law is a "primary" offense for enforcement purposes.

14. Ensure that all officers working on this project are familiar with A.C.A. 27-34-101 thru 27-34-108 (the "Child Passenger Protection Act"). Children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this law is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.

15. Ensure that all officers working on this project are familiar with Arkansas DWI/DUI laws. Persons arrested for violation of A.C.A. 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of A.C.A. 5-65-303 shall be determined to be DUI arrests.

16. Ensure that all officers working on this project are familiar with laws concerning Distracted Driving. A.C.A. 27-51-1501 thru 27-51-1506 and 27-51-1601 thru 27-51-1610 comply with distracted driving requirements under Federal law. These laws prohibit the use of wireless communication devices for texting while driving; limit wireless communication device use by young drivers: prohibit wireless communication device use by drivers under eighteen years of age and drivers who are at least eighteen but under twenty-one years of age from using wireless communication devices (allows drivers who are at least eighteen but under twenty one years of age to use hands-free wireless telephones or devices); and to improve the safety of highways and roads by prohibiting wireless communication device use in school zones and highway work zones.

17. Ensure department implements policies and internal controls to prevent fraud and misuse of grant funds.

18. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 30th of the subsequent month in accordance with formats provided by the AHSO. The reimbursement requests must include as back-up supporting documentation: copies of original AHSO STEP Daily Worksheets (with officer's and supervisor's signatures), copies of time sheets (with officer's and supervisor's signatures), payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased (i.e. child safety seats) along with proof of payment (i.e. copy of the check). The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report is submitted.

Note: NHTSA regulations require that each state submit a final voucher (reimbursement request/invoice) within 120 days after the end of the Fiscal Year. Therefore, in order to meet the NHTSA deadline, subrecipient reimbursement requests received by the AHSO more than 60 days after the end of the project period are ineligible for payment. The AHSO Administrator may extend the time period to submit reimbursement requests only in extraordinary circumstances if possible.

19. Create a project file (physical or electronic) for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, and officers signed Acknowledgement Form. Related AHSO policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports, AHSO STEP daily worksheets, reimbursement requests, payroll summary sheets outlined in Work Statement 18, other supporting financial documentation such as payroll printouts and invoices, a copy correspondence relating to the agreement, and documentation of public information activities should also be included in this file. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. Copies of time sheets, original AHSO STEP daily worksheets, and citations for all officers paid through this agreement must be kept in this file. Time sheets must have officer's and supervisor's signatures with attached supporting documents. AHSO STEP daily worksheets must be completed properly and have the officer's and a supervisor's signature to be eligible and approved for reimbursement.

WORK STATEMENT

B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:

1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Subgrantee Budget Request Form.

2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.

3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.

ACCEPTANCE AND AUTHORIZATION TO PROCEED

☑ It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Infrastructure Investment and Jobs Act (or Bipartisan Infrastructure Law (BIL)), subsequent U.S. Department of Transportation funding reauthorization, and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 2 CFR Part 1201 and 23 CFR Part 1300 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix i (Subgrant Agreement/Contract Terms) and Appendix ii (Certifications and Assurances), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient Fayetteville Police Department has appointed the following official representatives with legal authority to accept this subgrant agreement.

A. SUBGRANT DIRECTOR		B. AUTHORIZING OFFICIAL	
1. Signature:	Mike Reynolds	1. Signature:	
2. Name:	Mike Reynolds	2. Name:	Molly Rawn
3. Title:	Chief of Police	3. Title:	Mayor
4. Date:	09/22/2025	4. Date:	

Approval to proceed, effective 10/01/2025 to 09/30/2026 with committed Federal funds of $25,000.00 and State funds of $15,000.00, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date

Appendix i

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
GENERAL PROVISIONS AND
SUBGRANT AGREEMENT/CONTRACT TERMS

The terms below are hereby included as part of this subgrant agreement/contract.

I.	Glossary of Definitions
II.	Changes
III.	Disputes
IV.	Conditions for Termination Prior to Completion
V.	Excusable Delays
VI.	Non-Collusion
VII.	Cost Provisions
VIII.	Uniform Administrative Requirements
IX.	Method of Payment
X.	Terms and Conditions of Payment
XI.	Inspection/Monitoring
XII.	Property Management
XIII.	Record Retention
XIV.	Ownership of Data and Creative Material
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XVI.	Equal Opportunity
XVII.	Subcontractual
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XIX.	Order of Precedence
XX.	Subgrant's/Contractor's Liability
XXI.	Save Harmless
XXII.	Tax and Compensation Liability
XXIII.	Reimbursement of Eligible Expenditures
XXIV.	Application of Hatch Act
XXV.	Standards for Contractor Financial Management System
XXVI.	Procurement
XXVII.	Procurement Procedures - Breath Testing Equipment
XXVIII.	Payroll Procedures
XXIX.	Travel Procedures
XXX.	Confidentiality Requirements
XXXI.	Professional Services Contract
XXXII.	Indirect Costs

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
GENERAL PROVISIONS AND SUBGRANT AGREEMENT/CONTRACT TERMS

I. GLOSSARY OF DEFINITIONS

This glossary defines those terms whose meanings may be unclear in the subgrant agreement/contract in which they are used. These definitions are meant to apply only to the usage of these terms in this subgrant agreement/contract.

Activity - Elements of work that accumulate to accomplish contract objectives.

Activity Number - A number assigned by the HSO for internal management.

Actual - The attained state of resources expended and/or accomplishments.

Ark. Code Ann. - Arkansas Code Annotated.

ASP - Arkansas State Police.

Authorizing Official - The Contractor's or Subgrantee legally appointed person authorized to commit the organization to contract or subgrant agreement.

Budgeted - The estimated level of expenditure set up in the contract.

CFR - Code of Federal Regulation.

Contractor - The State agency, county, city, quasi-public organization, private individual, or corporation entering into a contract with the HSO.

Contract Director - The duly authorized representative of the Contractor charged with the responsibility of executing the contract.

Contract Period - The period of time in which all activities specified in the contract must be performed.

Coordinator/Administrator - The State official appointed by the Governor's Representative for Highway Safety to be responsible for the Highway Safety Program.

Cost Incurred - Costs are considered incurred on the date that goods/services are received and accepted.

DOT - Department of Transportation.

DPS - Department of Public Safety

Evaluation - A process that involves measuring the success or failure of an activity in achieving predetermined objectives; a judgment of value of worth.

FY - Fiscal Year. Federal Fiscal Year starts October 1st and ends September 30 of each year. State Fiscal Year starts July 1st and ends June 30 of each year.

Funding Period - The period of time in which the Subgrantee/Contractor can incur costs eligible for reimbursement.

Governor's Highway Safety Representative - The State official who is responsible to and represents the Governor in the conduct of the Statewide Highway Safety Program (Director - Arkansas State Police).

Grantor Agency - Arkansas State Police.

Highway Safety Manager - A staff member authorized by the Highway Safety Office Administrator to oversee the day to day activities of the Highway Safety Program and serve as deputy to the Administrator.

HSO - Highway Safety Office.

HSP - Highway Safety Plan as required by NHTSA and DOT.

NHTSA - National Highway Traffic Safety Administration, U.S. Department of Transportation.

OMB - Office of Management and Budget.

Obligated - The proposed level of accomplishments that are budgeted and funded.

PM - Program Module.

PSP - Problem Solution Plan.

Political Subdivision - A generally recognized governmental unit below the State level having a defined geographic area of the State.

Program Manager - A staff member authorized by the Administrator to act as the liaison between the HSO and the Subgrantee/Contractor in all matters pertaining to a subgrant agreement/contract.

Project Period (Period of Performance) - The time during which the non-Federal entity may incur new obligations to carry out the work authorized under the award.

Standard Number - A number assigned to one of the 18 highway safety program areas as developed by NHTSA and promulgated by the Secretary, U.S. Department of Transportation.

State Agency - An administrative division of State Government.

II. CHANGES/PROJECT REVISIONS/AMENDMENTS

A. Any change (project revision/amendment) to this subgrant agreement/contract document must be requested by written notice 30 days prior to the anticipated effective date of the proposed change if possible. Upon request, a Subgrant Agreement/Contract Change Order form will be furnished to the Subgrantee/Contractor, which must be submitted with the Authorizing Official's signature. Upon receipt of the Subgrant Agreement/Contract Change Order, the HSO will review and either approve or disapprove this change.

B. Likewise, any change in this subgrant agreement/contract document initiated by the HSO will require notice to the Subgrantee/Contractor of the proposed change 30 days prior to the anticipated effective date of same if possible. The Subgrantee/Contractor will be given 10 working days to review and either concur or contend to the proposed change.

C. Any disputes or disagreements arising from A or B above will be arbitrated as set forth in Contract Subgrant Agreement/Term III.

III. DISPUTES

A. Except as otherwise provided in this subgrant agreement/contract, any dispute concerning a question of fact arising under this subgrant agreement/contract which is not disposed of by agreement shall be decided by the Coordinator/Administrator, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee/Contractor. The decision of the Coordinator/Administrator shall be final and conclusive unless, within 30 days from the date of receipt of such copy if possible, the Subgrantee/Contractor mails or otherwise furnishes to the Coordinator/Administrator a written appeal addressed to the HSO. The decision of the HSO or its authorized representative for the determination of such appeals shall be final and conclusive unless it is determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Subgrantee/Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Subgrantee/Contractor shall proceed diligently with the performance of the subgrant agreement/contract and in accordance with the HSO's decision.

B. This "DISPUTES" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph A above, and nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

IV. CONDITIONS FOR TERMINATION PRIOR TO COMPLETION

If, through any cause other than acts of God or the public enemy, flood, or quarantine restrictions, the Subgrantee/Contractor should fail to fulfill in timely or proper manner the obligations of this agreement/contract, the HSO may terminate this agreement/contract by giving written notice to the Subgrantee/Contractor at least 7 days prior to the effective date of termination and by specifying the effective date of termination. All furnished or unfurnished documents, data, studies, surveys, reports, maps, drawings, models, and photographs prepared by the Subgrantee/Contractor shall, at the option of the HSO, become the property of the HSO and the Subgrantee/Contractor shall be entitled to receive only reasonable and equitable compensation for the satisfactory work completed, and only in proportion to the monetary consideration covenanted and agreed upon in the contract for the completed scope of the work.

At their convenience, the principals to this agreement may terminate this agreement by one giving to the other, or each giving to the other, written notice at least 30 days prior to the effective date of termination, and by specifying the effective date of termination.

Upon termination of this agreement/contract, whether for cause or at the convenience of one or both principals, the Subgrantee/Contractor shall be reimbursed for the portion of out-of-pocket expenses (not otherwise reimbursed prior thereto) incurred by the Subgrantee/Contractor during the project/contract period which are directly attributable to the incompleted portion of the services covered by this agreement. The Subgrantee/Contractor shall be paid an amount which bears the same ration to the total compensation as the services actually performed bear to the total services of the Subgrantee/Contractor.

V. EXCUSABLE DELAYS

Except with respect to defaults of Subcontractors, the Subgrantee/Contractor shall not be in default by reason of any failure in performance of this agreement/contract in accordance with its terms (including any failure by the Subgrantee/Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failures arise out of causes beyond the control and without the fault or negligence of the Subgrantee/Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subgrantee/Contractor. If the failure to perform is caused by the failure of a Subcontractor to perform or make progress, and if such failure arises out of cause beyond the control of the Subgrantee/Contractor and Subcontractor, and without the fault or negligence of either of them, the Subgrantee/Contractor shall not be deemed to be in default, unless (a) the supplies or services to be furnished by Subcontractor were obtainable from other sources, (b) the Coordinator shall have ordered the Subgrantee/Contractor in writing to procure such supplies or services from other sources, or (c) the Subgrantee/Contractor shall have failed to comply reasonably with such order. Upon request of the Contractor, the Coordinator shall ascertain the facts and extent of such failure, and if he/she shall determine that any failure to perform was occasioned by one or more of the said causes, the delivery schedule shall be revised accordingly.

VI. NON-COLLUSION

The Subgrantee/Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working for the Subgrantee/Contractor, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the HSO shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

VII. COST PROVISIONS

2 CFR Part 1201 and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which can be found at <http://www.ecfr.gov>.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

2 CFR Part 1201 and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which can be found at http://www.ecfr.gov.

IX. METHOD OF PAYMENT

Under the Standard Method of Payment, the Subgrantee/Contractor agrees to perform the work previously stated and to accept as payment reimbursement(s) for actual costs incurred, in accordance with the terms of the agreement/contract.

Other methods which may be used to pay Consultants are as follows; (1) lump sum, (2) cost per unit of work, (3) cost plus a fixed fee amount, or (4) specific rates of compensation. The specific rates of compensation method should be considered only if all other methods have been found to be inappropriate.

Each of the acceptable Consultant methods of payment is discussed below:

A. Lump Sum By this method, the Consultant undertakes to perform the services stated in the agreement for an agreed amount of compensation.

This method of payment is appropriate only if the extent, scope, complexity, character, and duration of the work to be required has been established to a degree that just compensation can be determined and evaluated by all parties at the time of negotiations.

When submitted for approval, each proposed agreement wherein payment is to be by a lump sum shall be accompanied by a copy of an estimate prepared by the Consultant showing a statement of his probable costs for the several elements of the work and his expected net fee.

The Consultant's statement is to include a supported breakdown of the costs, direct and indirect which the firm expects to incur. The Consultant's method of dividing the project into work units is to be such that the estimate can be intelligently reviewed.

To be considered for Federal-aid reimbursement, the lump sum amount proposed must be found by the Governor's Representative or appropriate State agency to be a just and equitable compensation, and must be supported by documentation as to the basis for such findings.

The agreement should contain provisions for the adjustment of the lump sum amount in the event of changes in the work to be performed.

B. Cost Per Unit of Work By this method, the Consultant is paid on the basis of the unit of work performed. This method is appropriate when the related unit cost of the work can be determined in advance with reasonable accuracy, but the extent of the work is indefinite. A proposal utilizing this method payment is to be supported in the same manner as that specified for the lump sum method.

C. Cost Plus a Fixed Fee By this method, the Consultant is reimbursed for his costs and receives in addition a predetermined amount as a fixed fee.

When at the time of negotiations with the Consultant, it is found not feasible to establish payment on the basis of the lump sum or cost per unit of work method, payment should be on the basis of reimbursement of the acceptable costs incurred by the Consultant plus a predetermined amount. This method of payment is appropriate when the extent, scope, complexity, character, or duration is indeterminable at the time of negotiations, or where the work is of a nature that the State agency does not have the experience or knowledge to permit an evaluation of the Consultant's proposal as required to support a lump sum amount.

D. Specific Rates of Compensation By this method the Consultant is paid at an agreed and supported specific fixed hourly or daily rate for each class of employee directly engaged in the work. Such rates of pay include the Consultant's estimated costs and net fee. This method of payment should be considered only on those occasions where none of the three methods of payment described under method 1. 2., or 3. can be used. It should be considered only for relatively minor items of work of indeterminable extent over which control is maintained of the class of employee to be used and the extent of such use. The specific rates of compensation are to include, and the agreement or referenced supporting data shall specifically identify and set forth separately, the direct salary costs, salary additives, indirect costs, and the fixed fee. Other direct costs may be set forth as an element of the specific rate or may be included as independent cost items. The specific rates so determined are to be established by the Consultant and found by the Governor's Representative to be reasonable and proper.

Consultant agreements providing that payment is to be based or adjusted on a prescribed percentage of estimated or actual cost times a multiplier, will not be accepted for Federal-aid reimbursement.

When the method of payment for Consultant services is other than a lump sum, the agreement must specify an upper limit of compensation. There should be recognition, however, that the reasons underlying the selection of the method of payment preclude arriving at a realistic estimate of the total anticipated costs of the service. The basis for establishment of the amount specified as the upper limit should be documented and provisions should be made to permit adjustment in the upper limit when the Consultant is able to establish, to the satisfaction of the governmental agency and Governor's Representative, that there has been or is to be a significant change in the (1) scope, complexity, or character of the services to be performed, (2) conditions under which the work is required to be performed, or (3) duration of work. In the case of the Cost-Plus Fixed Fee method, an appropriate adjustment in the predetermined net fee shall be considered.

X. TERMS AND CONDITIONS OF PAYMENT

A. Unless otherwise specified in the agreement/contract Work Statement, the Subgrantee/Contractor agrees to bill the ASP at monthly intervals only, using the forms and format specified. The maximum amount of the total subgrant agreement/contract is specified in the agreement/contract.

B. The Subgrantee/Contractor agrees to submit the final bill no later than 30 days after the termination of the funding period.

C. The Subgrantee/Contractor agrees to submit no bill for work performed or material delivered unless such bill is accompanied by a report which complies with the requirements of the Work Statement.

XI. INSPECTION/MONITORING

The ASP, (including, as an adjunct thereto, agents of the Federal Government when Federal funds are involved) has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the HSO on the premises of the Subgrantee/Contractor or a Subcontractor, the Subgrantee/Contractor shall provide and shall require his Subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the HSO personnel in their duties. All inspections and evaluation shall be performed in such a manner as will not unduly delay the work.

XII. PROPERTY MANAGEMENT

See 2 CFR Part 1201, 2 CFR Part 200 and 23 CFR § 1300.31

XIII. RECORD RETENTION

See 2 CFR Part 200

XIV. OWNERSHIP OF DATA AND CREATIVE MATERIAL

The ownership of material, discoveries, inventions, and results developed, produced, or discovered by this agreement/contract is governed by the terms of 2 CFR Part 1201 and 2 CFR Part 200.

XV. REPORTS

A. Before publication or printing, the final draft of any report(s) required under the agreement/contract schedule shall be submitted to the HSO for review and concurrence. Review and approval by the National Highway Traffic Safety Administration will be coordinated by the ASP prior to returning comments or approvals to the Subgrantee/Contractor. All recorded information which is produced in the performance of this agreement shall be the sole property of the Arkansas State Police, Highway Safety Office, and reports or other such information are to be regarded as material in the public domain and shall not be copyrighted or restricted as to the distribution and reproduction. The Subgrantee/Contractor shall furnish the ASP with the quantity of copies of the report(s) specified in the agreement/contract.

B. Each report covered by Paragraph A must include the following statements on the cover page:

1. This report was prepared for the HSO, in cooperation with DOT's NHTSA or DOT's FHWA.

2. The conclusions and opinions expressed in this document are those of the author, and do not necessarily represent those of the State of Arkansas, ASP, DOT or any other agency of the State or Federal Government.

XVI. EQUAL OPPORTUNITY

The Subgrantee/Contractor assures and certifies:

A. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the Subgrantee/Contractor will immediately take any measures necessary to effectuate this agreement.

B. The Subgrantee/Contractor will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

XVII. SUBCONTRACTUAL

A. The Subgrantee/Contractor shall give advance notice to the HSO of any proposed subcontract hereunder, and the Subgrantee/Contractor shall not, without prior written approval of the Administrator, enter into such subcontract. (See Paragraph B. below.)

B. NHTSA or FHWA may require approval of any contract for professional services prior to issuance and initiation of work. This review may take up to 30 days and shall consider, in part, the following matters:

1. Determination of the Consultant's qualifications;
2. Manner of selection from those qualified to perform the service;
3. Necessity for subcontracting;
4. Review of the contract, to ensure that minimum terms of the prime contract have been incorporated into the subcontract;
5. Pre-award audit has been performed for contracts in excess of $25,000.00; and,
6. The Subgrantee/Contractor's price breakdown includes costs (if any) for personal services, subcontracts, commodities, other direct costs, indirect costs, and profit.

XVIII. UTILIZATION OF SMALL BUSINESS CONCERNS

A. It is the policy of the United States Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

B. The Subgrantee/Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Subgrantee/Contractor finds to be consistent with the efficient performance of this agreement/contract.

XIX. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this agreement/contract, the inconsistency shall be resolved by giving precedence in the following order:

A. Subgrant Agreement/Contract Document

B. Work Statement

C. Subgrant Agreement/Contract Terms

XX. SUBGRANTEE/CONTRACTOR'S LIABILITY

A. The Subgrantee/Contractor shall be liable for any loss of, or injury to, any material developed or serviced under this agreement/contract which is caused by the Subgrantee/Contractor's failure to exercise such care in regard to said material as a reasonably careful owner of similar materials would exercise.

B. Subgrantee/Contractor shall provide commercial insurance or equivalent method acceptable to the HSO office for replacement or repair of damaged or lost equipment. Subgrantee/Contractor shall reimburse the HSO office for residual value of equipment sold or otherwise disposed of.

XXI. SAVE HARMLESS

It is expressly agreed and understood that the Subgrantee/Contractor is an independent Subgrantee/Contractor and not an agent, servant, or employee of the State, and the Subgrantee/Contractor shall save harmless the State and representatives thereof from all suits, actions, or claims of any kind brought on account of any person or property in consequence of any neglect in safeguarding the work, or on any act or omission by the Subgrantee/Contractor or its employees, or from any claims or amounts arising or recovered under Worker's Compensation Laws or any other law, by-law, ordinance, regulation, order, or decree (Not Applicable to State Agencies and Institutions of Higher Education).

The Subgrantee/Contractor shall be responsible for all damage to property and personal injury of any kind resulting from any act, omission, neglect, or misconduct of any employee or agent of said Subgrantee/Contractor in the manner or method of performing the work for the period of the agreement/contract

XXII. TAX AND COMPENSATION LIABILITY

Nothing herein contained shall be construed as incurring for the State any liability for Worker's Compensation, F.I.C.A., Withholding Tax, Unemployment, or any other payment which would be required to be paid by the State if the State and the Subgrantee/Contractor were standing in an employer-employee relationship, and the Subgrantee/Contractor hereby agrees to assume and pay all such liabilities.

XXIII. REIMBURSEMENT OF ELIGIBLE EXPENDITURES

A. It is mutually agreed and promised that upon written application by the Subgrantee/Contractor and approval by the State, the State shall obligate funds for reimbursement of eligible expenditures as set forth in the application.

B. It is mutually agreed and promised that the Subgrantee/Contractor shall reimburse the State for any ineligible or unauthorized expenditures for which Federal and/or State funds have been claimed and payment received as determined by a State or Federal audit.

C. It is further agreed and promised that where reimbursement is made to the Subgrantee/Contractor in installments, the State shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by the Subgrantee/Contractor.

XXIV. APPLICATION OF HATCH ACT

The subgrantee/contractor will comply with the provisions of the Hatch Act which limit the political activities of employees.

XXV. STANDARDS FOR SUBGRANTEE/CONTRACTOR FINANCIAL MANAGEMENT SYSTEMS

This item prescribes standards for financial management systems of subgrant agreement/contract supported activities of state and local governments. Subgrantee/Contractor financial management systems shall provide for:

A. Accurate, current, and complete disclosure of the financial results of each subgrant agreement/contract activity in accordance with the HSO reporting requirements;

B. Records which identify adequately the source and application of funds for subgrant agreement/contract activities. These records shall contain information pertaining to grant awards and authorizations, obligations, commitments, assets, liabilities, outlays, and income;

C. Effective control over and accountability for all funds, property, and other assets. Subgrantee/Contractor shall adequately safeguard all such assets, and shall assure that they are used solely for authorized purposes;

D. Comparison of actual with budgeted amounts for each agreement/contract. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the HSO;

E. Procedures to minimize the time elapsing between the transfer of funds from the State Treasury and the disbursement by the Subgrantee/Contractor whenever funds are advanced by the HSO;

F. Procedures for determining the allowability and allocability of costs in accordance with the provisions of 2 CFR Part 200;

G. Accounting records which are supported by source documentation;

H. Audits to be made by the Subgrantee/Contractor or at his direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administrative requirements. The Subgrantee/Contractor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size, and complexity of the activity; and, every two years, considering the nature, size, and complexity of the activity; and;

I. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

XXVI. PROCUREMENT

A. State of Arkansas Procurement Law and Rules will govern purchasing.

https://www.transform.ar.gov/wp-content/uploads/Laws-and-Rules-updated-Dec-2023.pdf

B. A summary of the various requirements is as follows:

Typical Procurement Methods

Type	Small Order (SO)	Competitive Bid (CB)	Competitive Sealed Bid Invitation for Bid (IFB)	Competitive Sealed Proposal Request for Proposal (RFP)
Method	No price quotes required. No public posting required.	Email Prospective Contractors to obtain at least 3 price quotes. No public posting required.	Publicly posted solicitation (5-90 days) requesting a sealed price quote. Requires a public opening.	Publicly posted solicitation (5-90 days) requesting a sealed technical proposal and a separately sealed cost proposal. Requires a public opening.
Cost Threshold	Up to $20,000 or up to $40,000 if the Prospective Contractor is a Certified Minority-Owned or Certified Woman-Owned Business.	Up to $75,000	$75,000 and up	$75,000 and up
Contractor Selection	Based on agency policy, but competition should be used to the greatest extent possible.	Based on low cost	Based on low cost	Based on highest total score from evaluation of technical proposals (70%) and calculated cost score (30%).
Discussion/ Negotiation	Requesting a lower cost is encouraged.	Requesting a lower cost is encouraged.	Negotiation is encouranged to achieve a lower cost and/or better contract value.	Negotiation is encouraged to achieve a lower cost and/or better contractual value.
Examples	Commodities: Office supplies, medical supplies, uniforms, equipment, and books. Services: lawn care, pest control, security guard services.	Commodities: Office supplies, medical supplies, uniforms, equipment, and books. Services: lawn care, pest control, security guard services.	Commodities: furniture, license places, IT equipment Services: mailing services, transcription services, basic medical services	Services: actuarial services, advertising and marketing services, banking services
Ark. Code	§ 19-11-231	§ 19-11-234	§ 19-11-229	§ 19-11-230

C. Splitting of item or items with the intent to use a less restrictive requirement is not permitted.

D. Descriptions and specifications must be sufficiently restricted or specific so as to exclude cheap or inferior commodities which are not suitable or practicable for the purpose for which they are to be used, but at no time should they be so specific in detail as to restrict or eliminate competitive bidding of any items of comparable quality and coming within a reasonably close price range.

E. Arkansas preference does not apply.

Note: Also see Procurement Standards at 2 CFR Part 200

XXVII. PROCUREMENT PROCEDURES - BREATH TESTING EQUIPMENT

A. These items are usually exempt from bidding requirements because of one or several of the following:

1. Single source of supply items;
2. Scientific and technical equipment and parts thereof required by an employee by reason of his profession or training; and
3. Items requiring standardization and interchangeability of parts with existing equipment.

B. The records required for reimbursement are as follows:

1. Copy of Purchase Order giving description of item purchased:
2. Statement, approved by the Project Director, explaining reason for purchasing on an exempt basis without any bids;
3. Standard payment documentation, as follows:
   a. Copy of vendor's invoice showing receiving approval by project personnel,
   b. Copy of document showing payment for goods, and,
   c. Paid receipt or endorsement on payment document; and,
4. Statement for each item purchased showing the following:
   a. Serial number,
   b. Model number, and,
   c. Property control number (if any).

XXVIII. PAYROLL PROCEDURES

A. Personal Services compensation is allowable if:

1. For services rendered during the contract period,
2. Reasonable for services rendered,
3. Personnel appointed in accordance with state or local government rules,
4. Based on payrolls documented and approved in accordance with generally accepted business practices, and
5. Supported by time and attendance records signed by both employee and supervisor.

B. Employee Benefits are allowable if:

1. Provided pursuant to a leave system,
2. Employer contribution or expense for:
   a. Social Security
   b. Employee Health Insurance
   c. Unemployment Insurance
   d. Worker's Compensation Insurance
   e. Pension Plans
3. The cost is equitably allocated to all activities.

C. The records required are as follows:

1. Time sheets showing employee names, daily hours, activities, and signatures of employee and supervisor;
2. Payroll record showing rate of pay, gross wages, itemized deductions, net pay, and signature of proper official; and,
3. Benefit Plan(s) records showing rates and amount paid by the employer.

XXIX. TRAVEL PROCEDURES

Travel costs are allowable for the following actual expenses incurred by project employees while traveling on official project business: transportation, lodging, meals and other related expenses. An itemized travel report, with receipts for all items **excluding meals**, is required, and should be signed by the traveler and the supervisor. Out-of-State travel must have **prior written approval** of the HSO. Current daily limits for meals and lodging are set out in State Travel Regulations promulgated by the Arkansas Department of Finance and Administration found at https://www.dfa.arkansas.gov/accounting-office/financial-management-guide/subchapter-9-travel-regulations.

Regards State of Arkansas Employees:

Travel costs are limited to the State of Arkansas Travel maximums according to current State Travel Regulations. (Airfare is always limited to less-than-first-class airfare when less-than-first-class air accommodations are available). Reimbursement is for **actual expenses** up to the maximum allowed per federal per diem rates established by the General Services Administration (GSA). Guidance is provided on the GSA website at http://www.gsa.gov/portal/content/104877 for deducting meal amounts from reimbursement claims for meals furnished by the government or other sources. Detailed receipts are required for all expenses **excluding meals.**

Regards Other Travelers:

Travel costs are limited to the lesser of local regulations, actual costs, or State travel maximums. Lodging may exceed State travel maximums only in instances where the maximum allowable lodging rate for that area is not available to the traveler (the traveler must make every effort to obtain the allowable State rate) or when the hotel rate where the conference or meeting is held exceeds the maximum allowable lodging rate for that area. Reimbursement is for **actual expenses** up to the maximum allowed per federal per diem rates established by the GSA. Guidance is provided on the GSA website at http://www.gsa.gov/portal/content/104877 for deducting meal amounts from reimbursement claims for meals furnished by the government or other sources. Detailed receipts are required for all expenses, **excluding meals.**

XXX. CONFIDENTIALITY REQUIREMENTS

We have researched the question on confidentiality and have identified the following salient items which are relevant to our agreements/contracts:

A. NHTSA Order 210-1, Chapter I, Section B, Subsection (7) (a) states that the Contractor or any employee of the such Contract shall be considered to be employees of the NHTSA for purposes of the requirements of the Privacy Act of 1974 (P.L. 93-579, 5 U.S.C.

B. Section 3, Subsection (b) (1) of the July 1, 1975, Privacy Act Guidelines states that disclosures "To those officers and employees of the agency which maintains the records who have a need for the records in the performance of their duties;" is a permissible disclosure (Section 552a of U.S.C.5, P.L. 93-579).

C. Section 408, Subsection (b) (1) (b) of the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records states that records may be released to qualified personnel for the purpose of conducting scientific research, management audits, financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identities in any manner (P.L. 93-282, 2.1 U.S.C. 1175).

XXXI. PROFESSIONAL SERVICES CONTRACT

See 2 CFR 200

XXXII. INDIRECT COSTS

Indirect costs are those: Incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefitted cost objectives on basis that will produce an equitable result in consideration of relative benefits derived.

See Section VII, Cost Provisions of these terms for applicable cost regulations.

Appendix ii

Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period.
Requirements that also apply to subrecipients are noted under the applicable caption.]

Recipient: Fayetteville Police Department Fiscal Year: 2026

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. The Governor's Representative for Highway Safety, hereby provides the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_ <http://www.fsrs.gov/documents/OMB_> Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
    - Unique entity identifier (generated by **SAM.gov**);

- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received-
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity 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;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
  Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee

or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c) (2), with respect to any employee who is so convicted-
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 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 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 subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or

local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an
erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended,

debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://*www.sam.gov/). <http://www.sam.gov/>

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. 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;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant,**

person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://*www.sam.gov/). <http://www.sam.gov/)>
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the

overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States) GENERAL

REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at **www.trafficsafety.org.**
<http://www.trafficsafety.org/> The NHTSA website (*www.nhtsa.gov) <http://www.nhtsa.gov/>* also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving

company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the
   U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
   - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to-
     - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
     - Increase use of seat belts by occupants of motor vehicles;
   - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
   - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
   - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
   - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
   - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam,

the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands

7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001.

AUDIT REQUIREMENTS

The recipient will arrange for an organization-wide financial and compliance audit, if required by 2 CFR Part 200.501 within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. One (1) copy of the report will be furnished to the Arkansas State Police Highway Safety Office (ASP-HSO) within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of 2 CFR Part 200.501 is available at www.ecfr.gov. The recipient has been made aware of audit requirements. **The recipient is required to inform the ASP-HSO if subject to these audit requirements.**

Appendix iii

2026 STEP

Organization: Fayetteville Police Department **STEP-2026-Fayetteville Police Depar-00023**

III. Budget Request

Complete the budget categories request below detailing the projected number of officers, hours to be worked during these mobilizations, and average rate of pay and applicable fringe benefits. If any equipment is requested, list the type of equipment, cost, and justification for the equipment in the budget narrative.

Budget Categories	# Officers Est. to Work	Avg. # of Hours per Officer	OT Avg. Rate of Pay	Total Est. OT Pay	Fringe Benefit Rate	Total Fringe	Amount Requested	Approved Amount	Funding Source
Personal Services									
(DWI/DUI)	30	3	$58.67	$5,280.30		$1,475.84	$6,756.14	$7,000.00	2026 IJA 402 - AL 26 ($0.00)
(Safety Belt)	30	3	$58.67	$5,280.30		$1,475.84	$6,756.14	$7,000.00	2026 IJA 402 - OP 26 ($0.00)
(Speed)	15	2	$58.67	$1,760.10		$491.95	$2,252.05	$3,000.00	2026 IJA 402 - SC 26 ($0.00)
(Texting/Cell)	15	2	$58.67	$1,760.10		$491.95	$2,252.05	$2,300.00	2026 IJA 405e - B8LE 26 ($0.00)
New Funding Source (AHSO ONLY)									
Other Direct Costs				**Cost Per Seat**		**Quantity**			
	Child Safety Seats			$92.29		249	$22,980.21	$15,000.00	2026 Child Passenger Seats ($0.00)
Equipment (Describe below)				**Cost Per Item**		**Quantity**			
Hand held Lidar units				$2,845.00		4	$11,380.00	$5,700.00	2026 IJA 402 - SC 26 ($0.00)
TOTAL							$52,376.59	$40,000.00	

FAIN Number(s):
69A37526300004020AR0
69A3752630000405EARA

Appendix iii

2026 STEP

Organization: Fayetteville Police Department **STEP-2026-Fayetteville Police Depar-00023**

III. Budget Request

Note: This is a budget request only. The Subgrantee Invoice Form (SIF) issued by the AHSO represents the approved budget and only those costs included on the SIF are eligible for reimbursement.

Sub Grantee Budget Narrative:

The Child Safety Seat Program is a highly effective community outreach service by our Community Oriented Policing Unit . The demand exceeds our supply level every year. Fayetteville currently has 20 child safety seat technicians, which includes 3 instructors. We have requested $22,980.21 in funds to purchase 249 child safety seats. This amount is based on an average cost per seat of $92.29, which anticipates a 6% price increase from last year's per seat average cost. For the past 2 years, 325 seats have been purchased and distributed to the community, and we would like to provide the same quantity for FY2026. An additional 76 seats would be purchased from our general operations budget to supplement the grant award. These funds can easily be justified by the popularity of the child safety seat events we host and the depletion of our annual inventory. Distributing child safety seats is a great community event and promotes positive interactions between the public and law enforcement officers.

Hand-held lidar units would be utilized in performing speed enforcement by our motors unit and patrol division. Four units are requested at the rate of $2,845 for a total of $11,380.

(attach additional sheets if needed) (attach additional sheets if needed)

Budget Narrative AHSO Use Only

(attach additional sheets if needed) (attach additional sheets if needed)

Fayetteville Police Department

STEP-2026-Fayetteville Police Depar-00023

IV. Local Match

Budget Categories	Amount	Approved Amount
Personal Services		
personnel	$6,285.20	$6,300.00
Maintenance & Operation		
Vehicle mileage	$4,190.12	$4,200.00
Equipment		
Other Direct Costs		
Total	$10,475.32	$10,500.00

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1691

MEETING OF OCTOBER 28, 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, 14. Additional Information - Revised Ordinance, 15. Additional Information - Updated PZD Letter & Booklet

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: _____

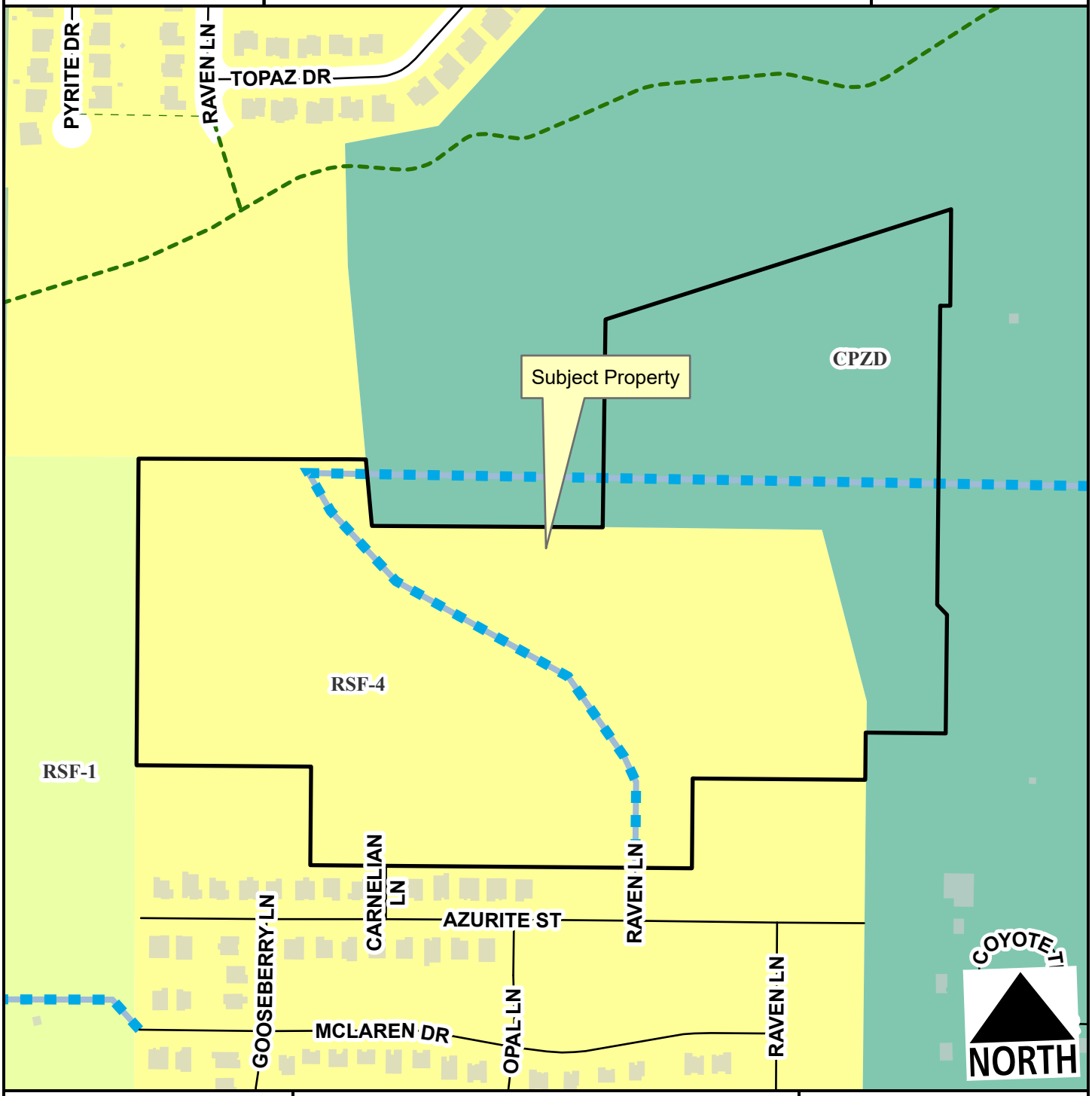
Comments:

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

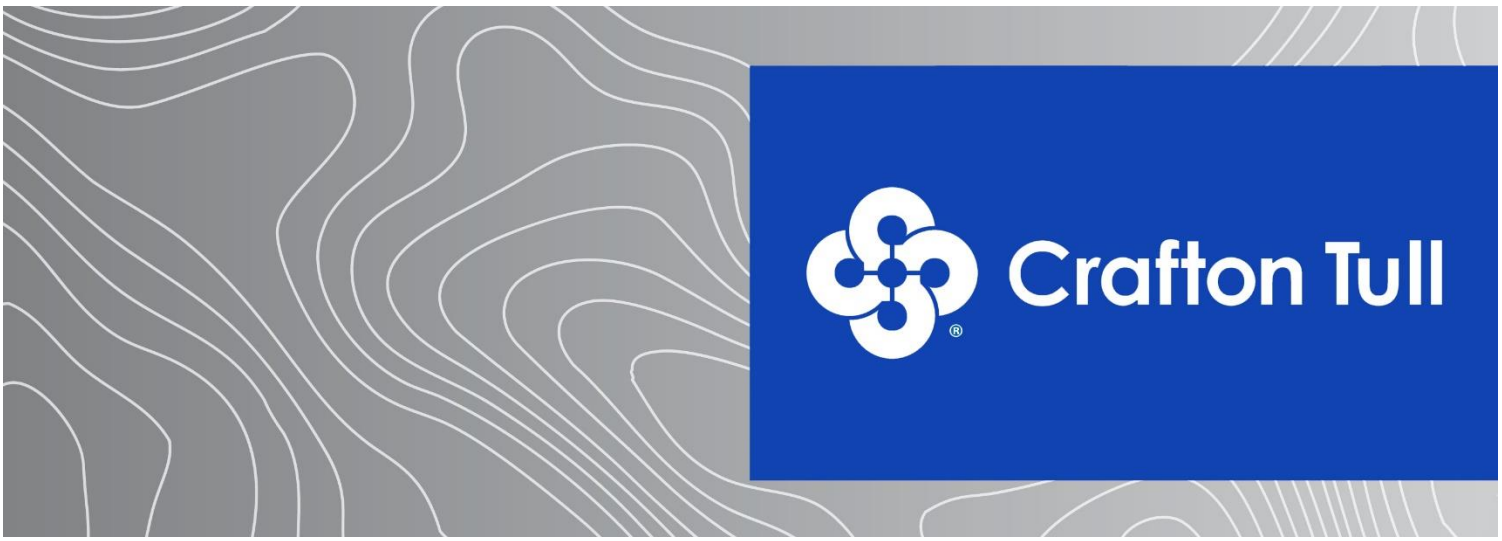
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

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

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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

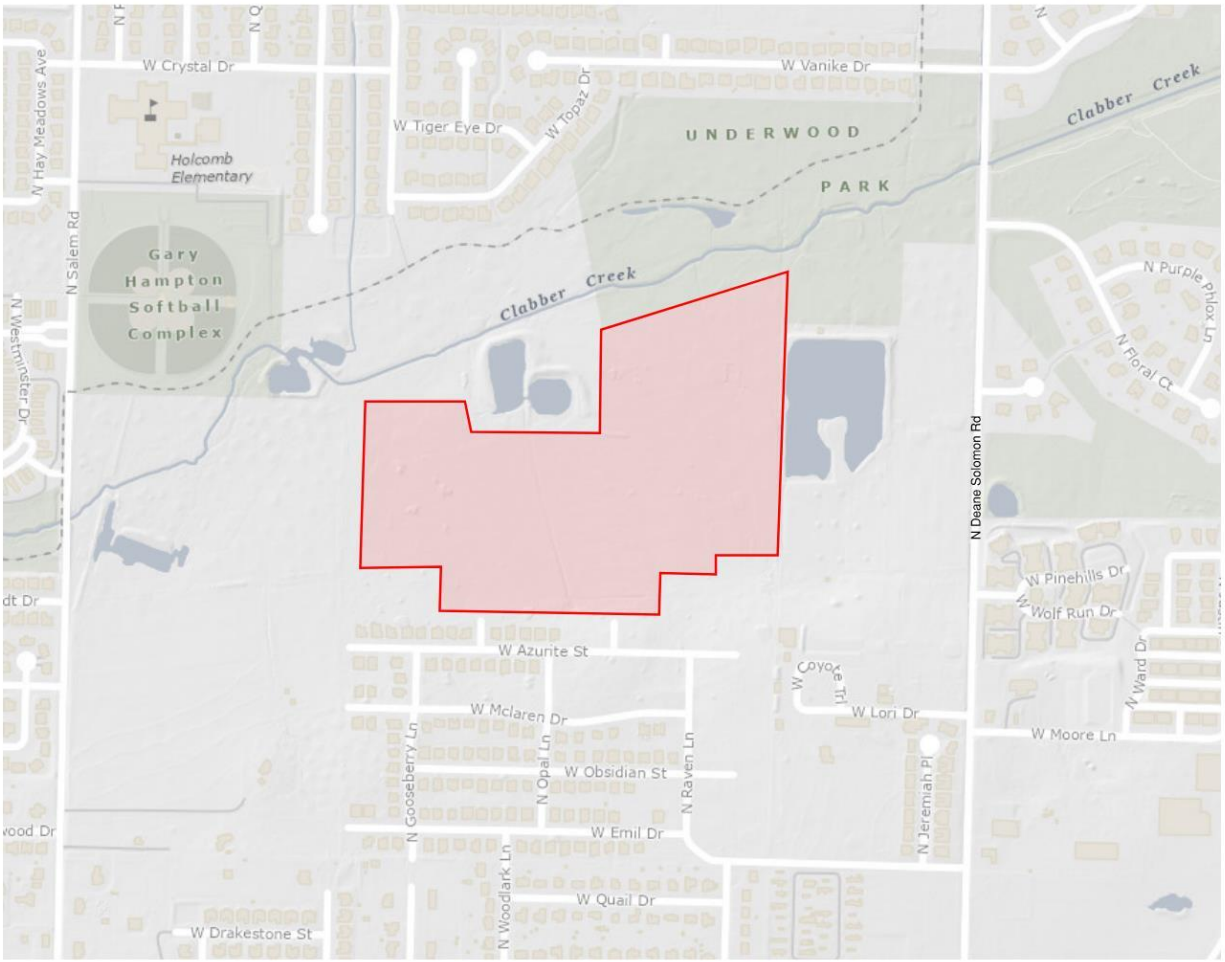
Exhibit E – Example Monument Sign

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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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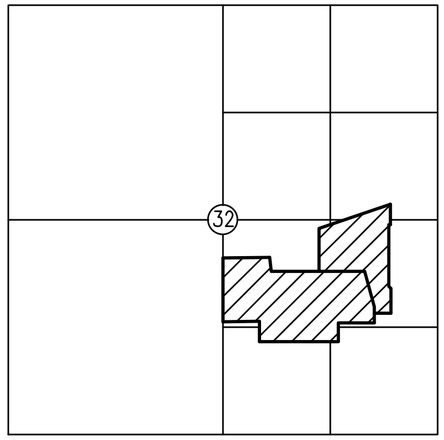
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 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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CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

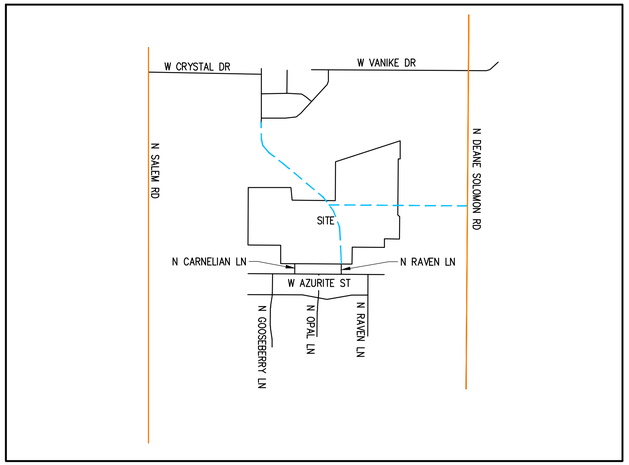
SHEET NO.:
2 OF 2

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

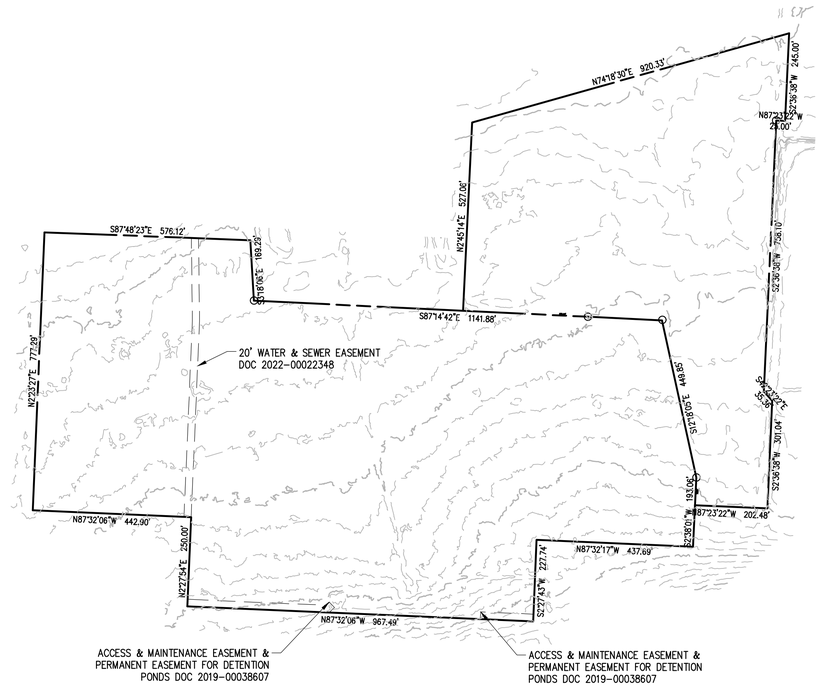
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED 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
LAYOUT: LAYOUT1 - LAST SAVED: 7/8/2025 8:37:17 AM BY: TYLER
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

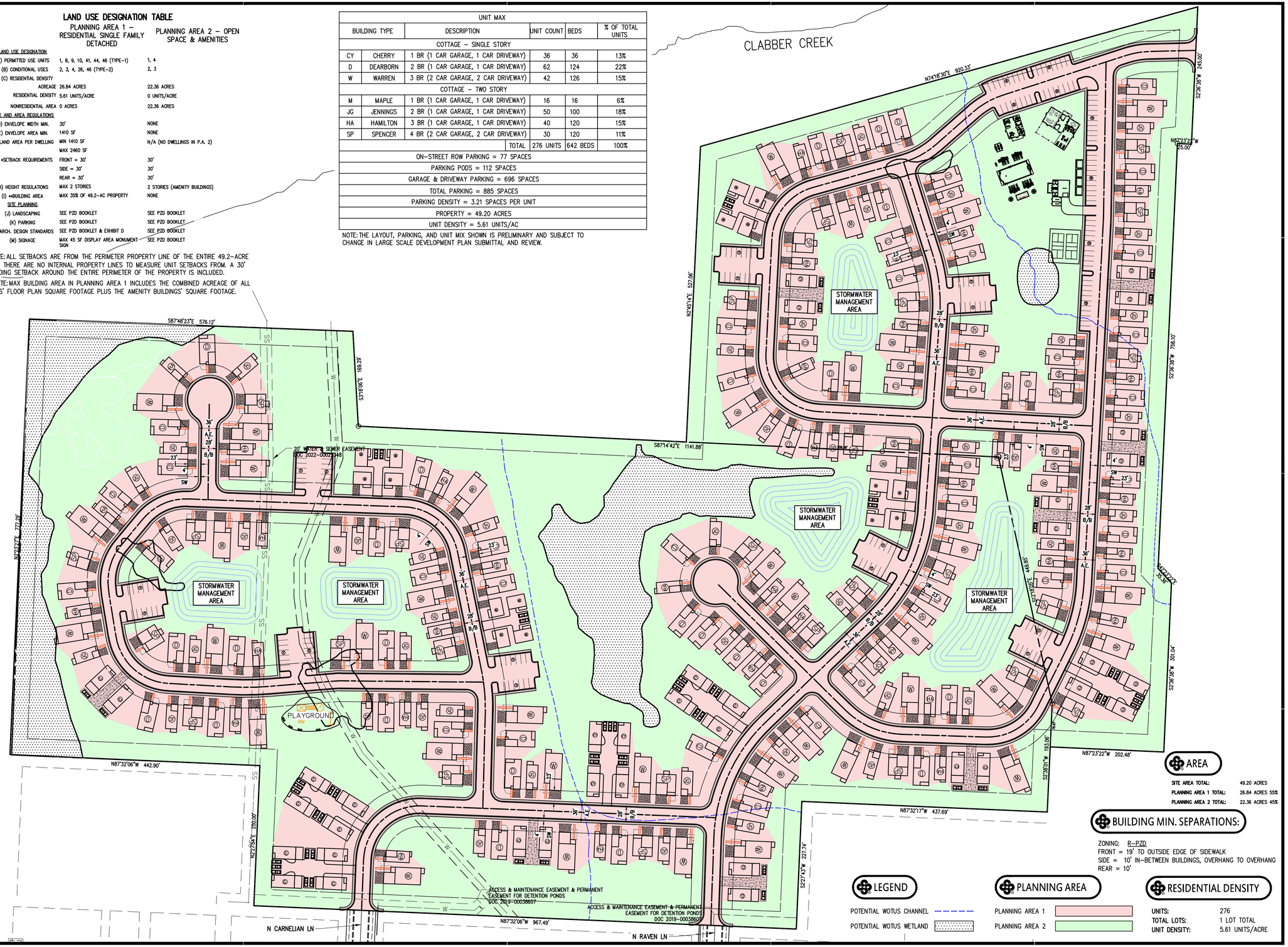
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	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:

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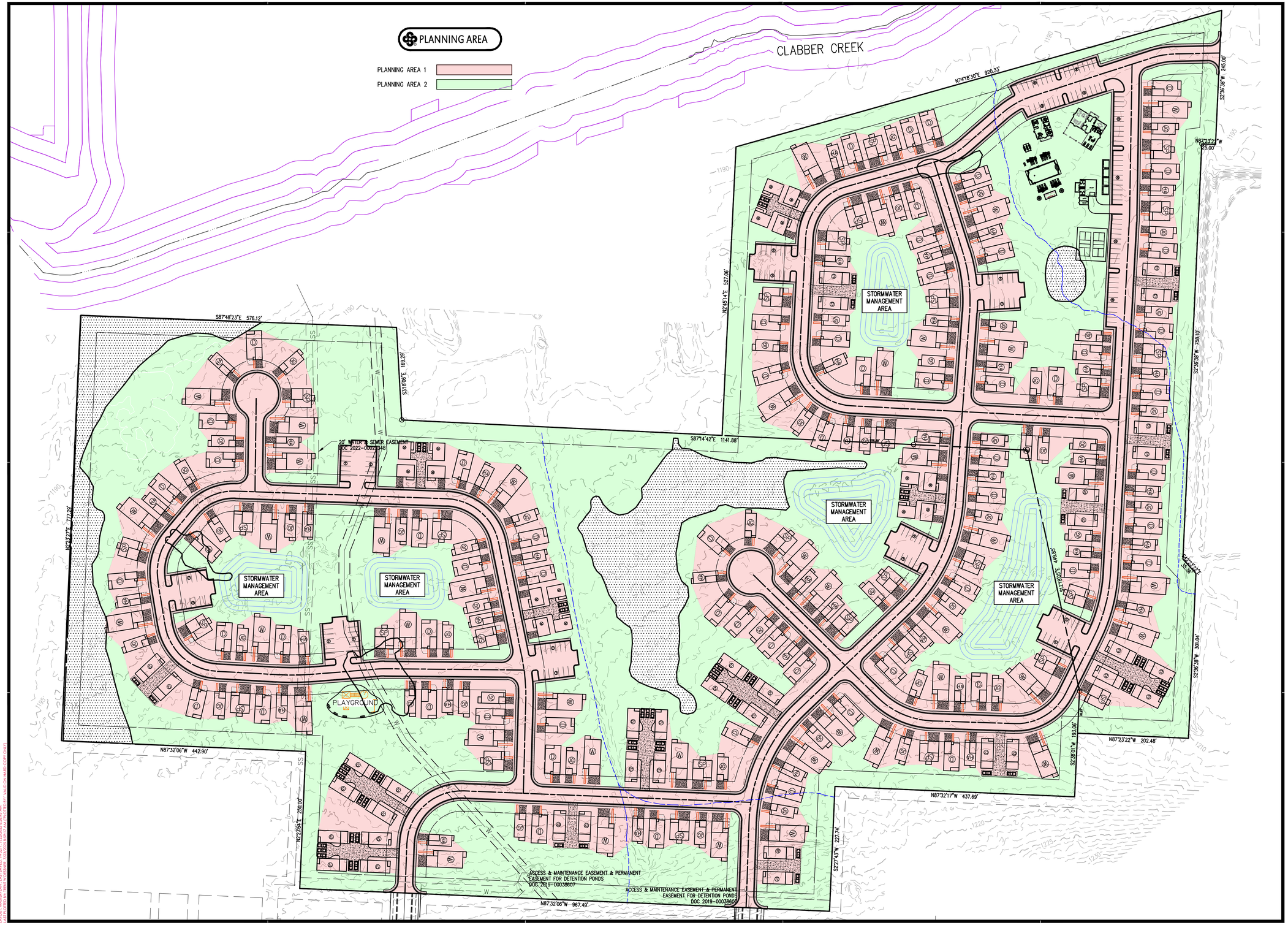
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

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
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No. 109
ARKANSAS ENGINEER

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

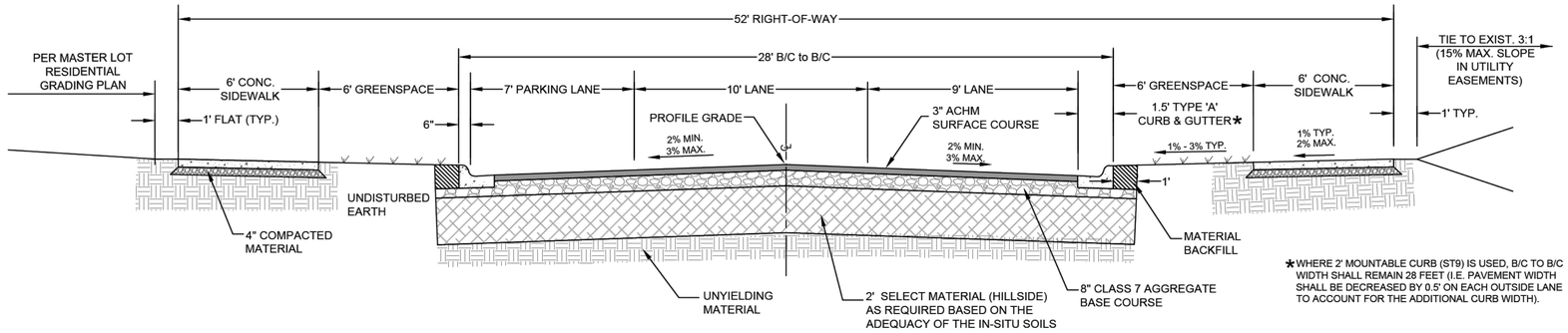
1 OF 1

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.

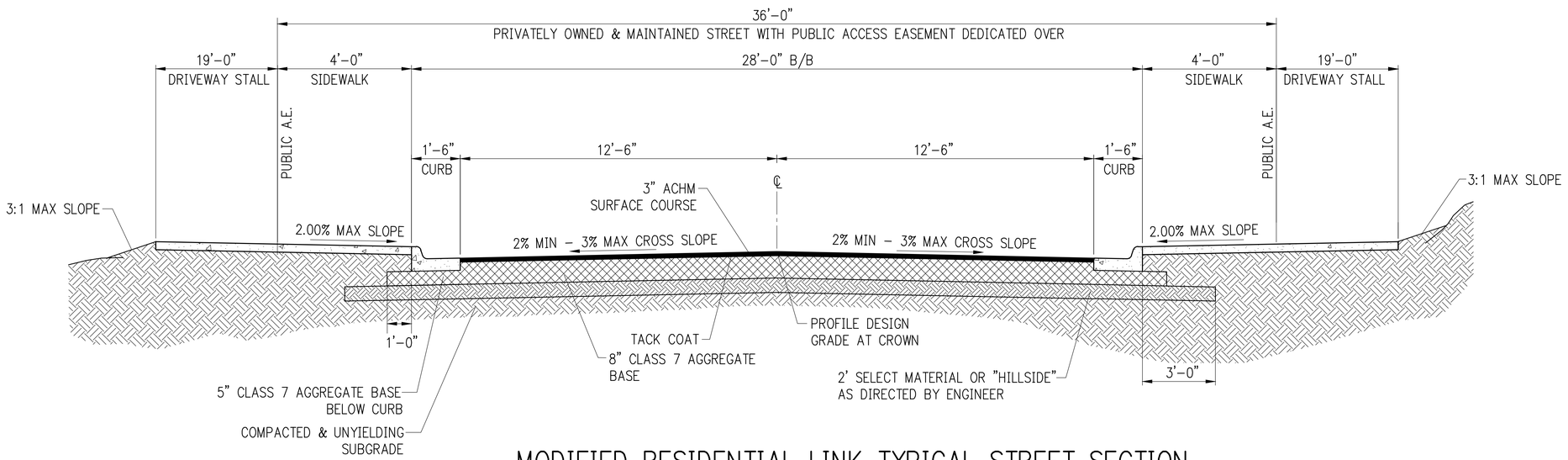
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*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:
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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

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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

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 2/14/2025

PG 1



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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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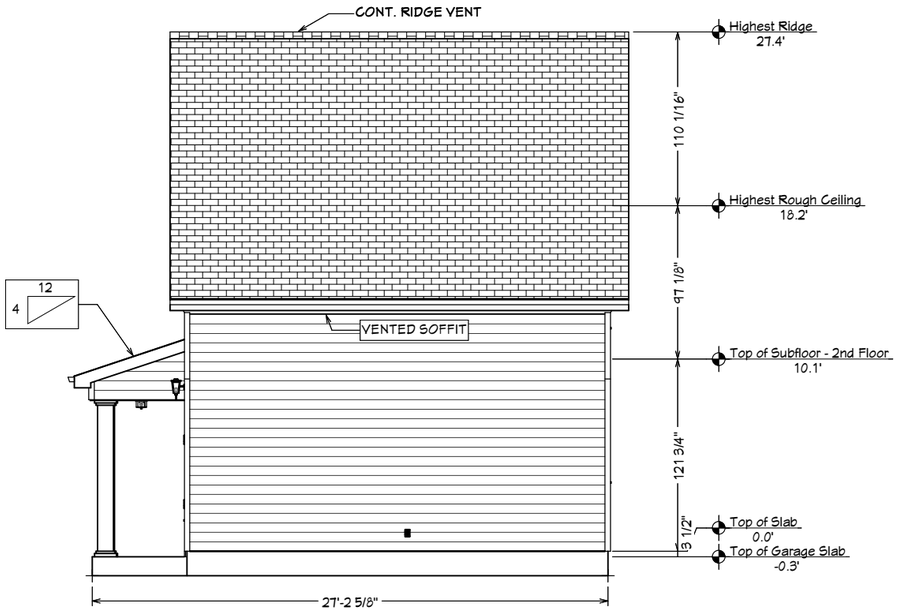
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NO.	DESCRIPTION	BY	DATE

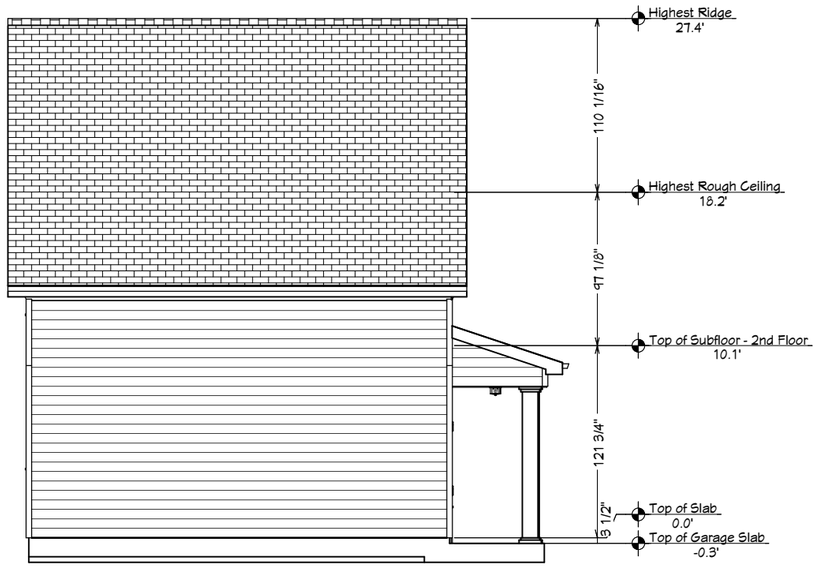
SCALE: 1/4"=1'

DATE: 2/14/2025

PG 3



RIGHT ELEV.



LEFT ELEV.

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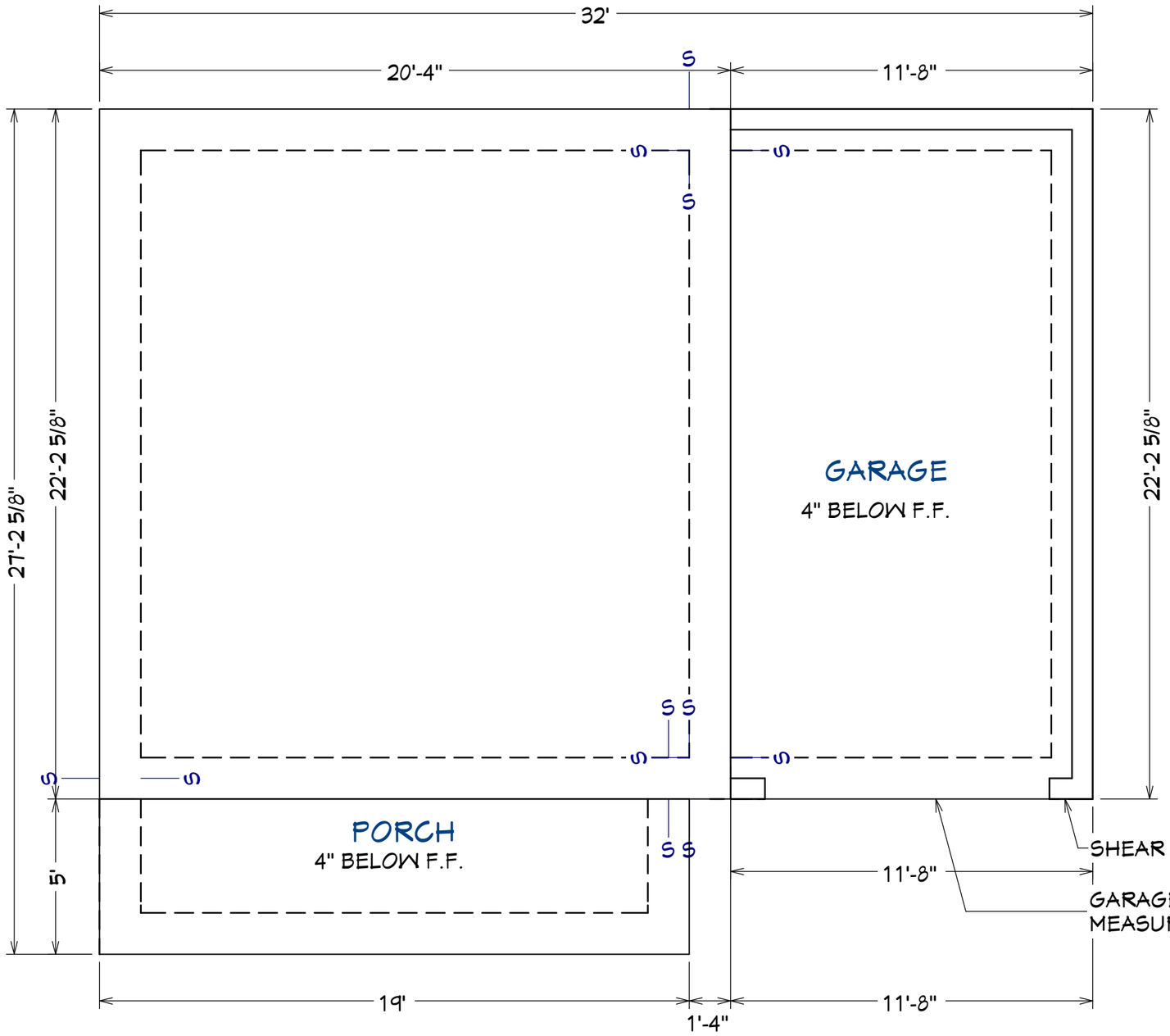
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SIDE ELEV.

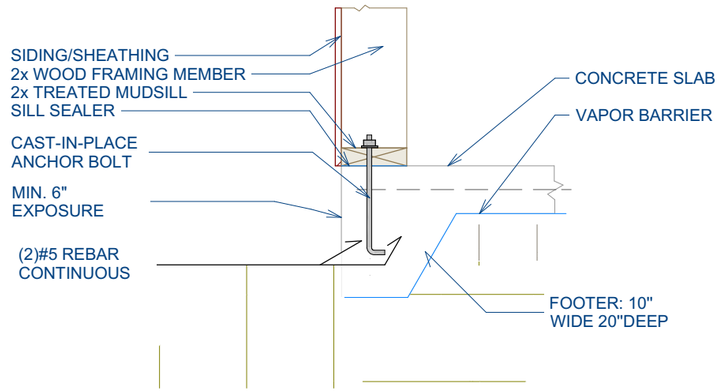
NO.	DESCRIPTION	BY	DATE

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

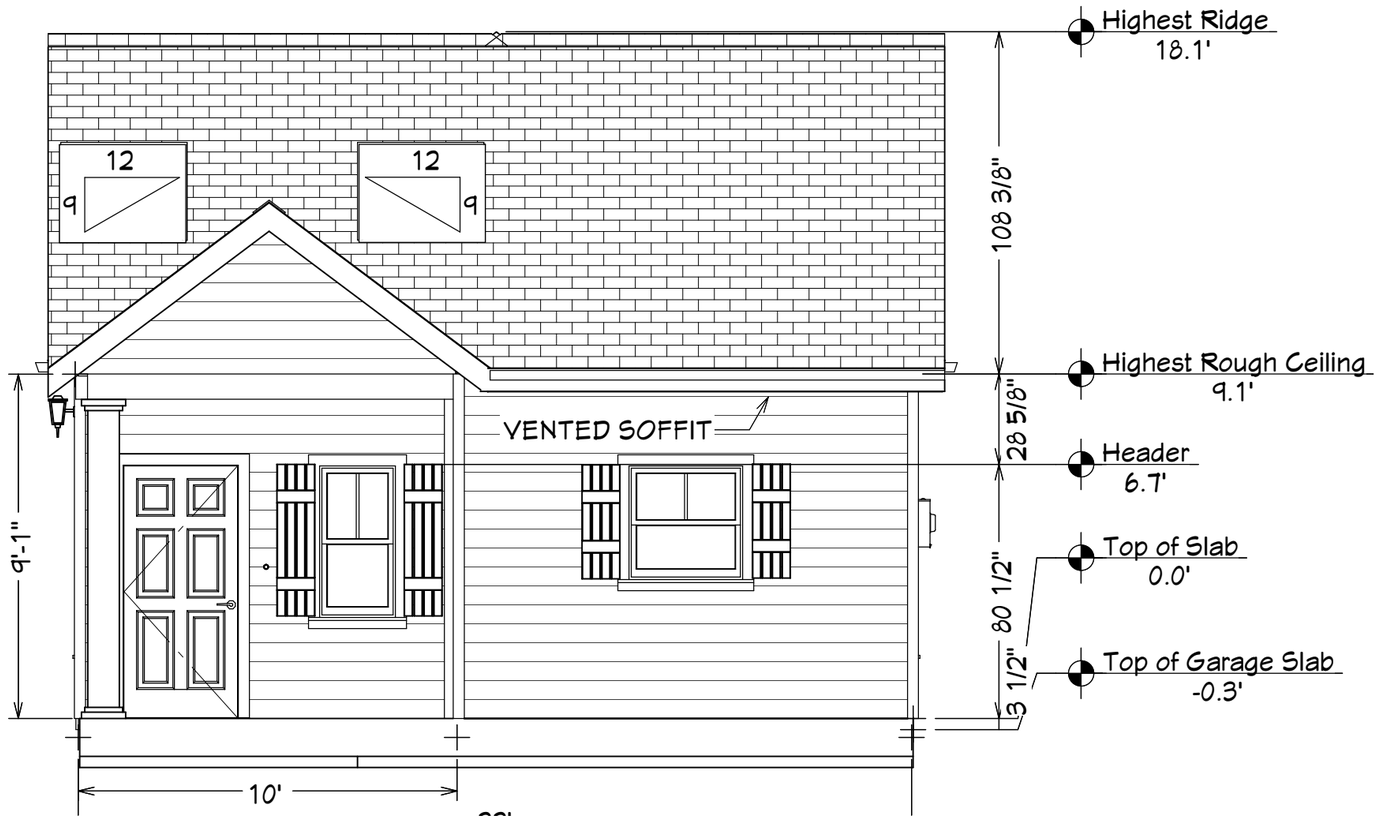
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DATE: 2/14/2025

PG 15



FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'



SIDE ELEV
1/8" =1'

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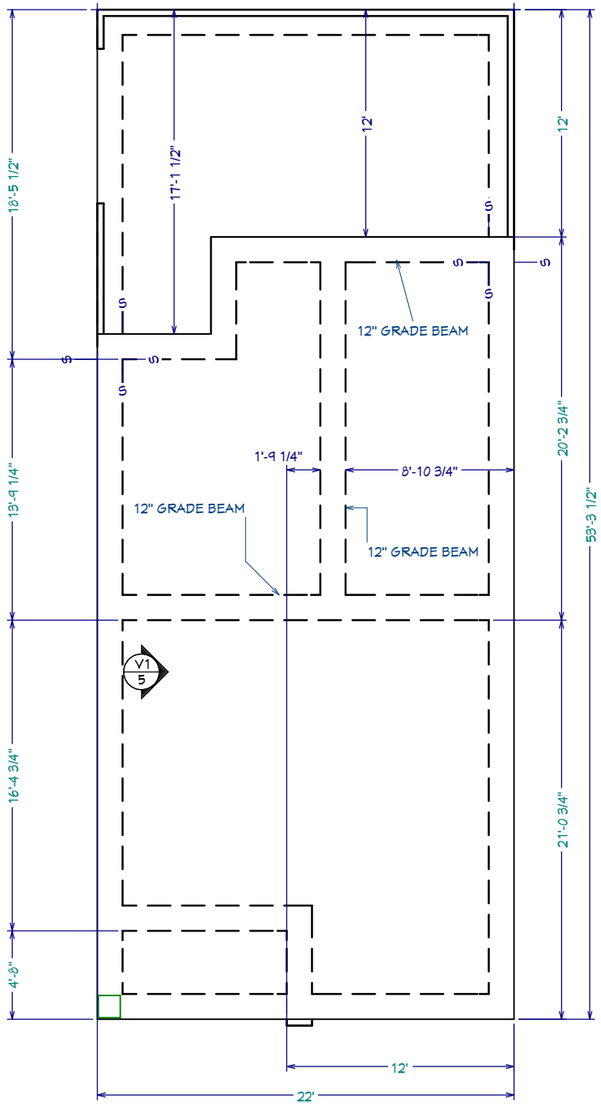
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

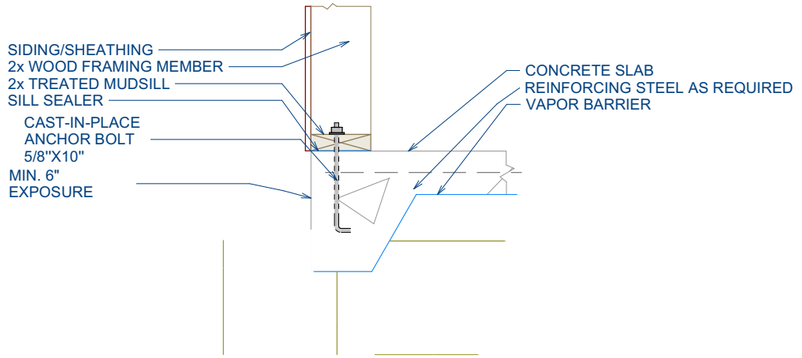
PG 1



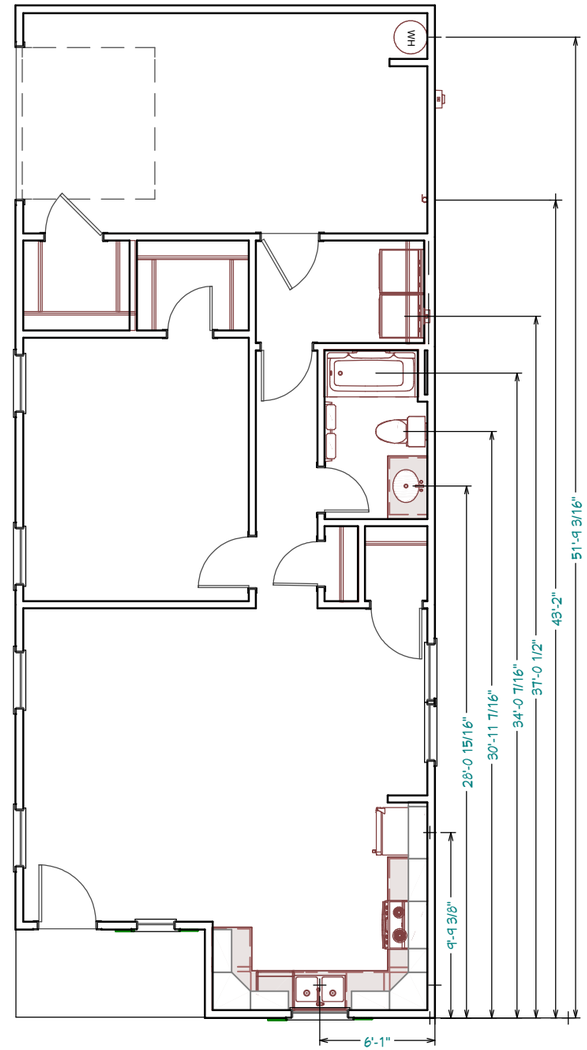
FOUNDATION LAYOUT

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

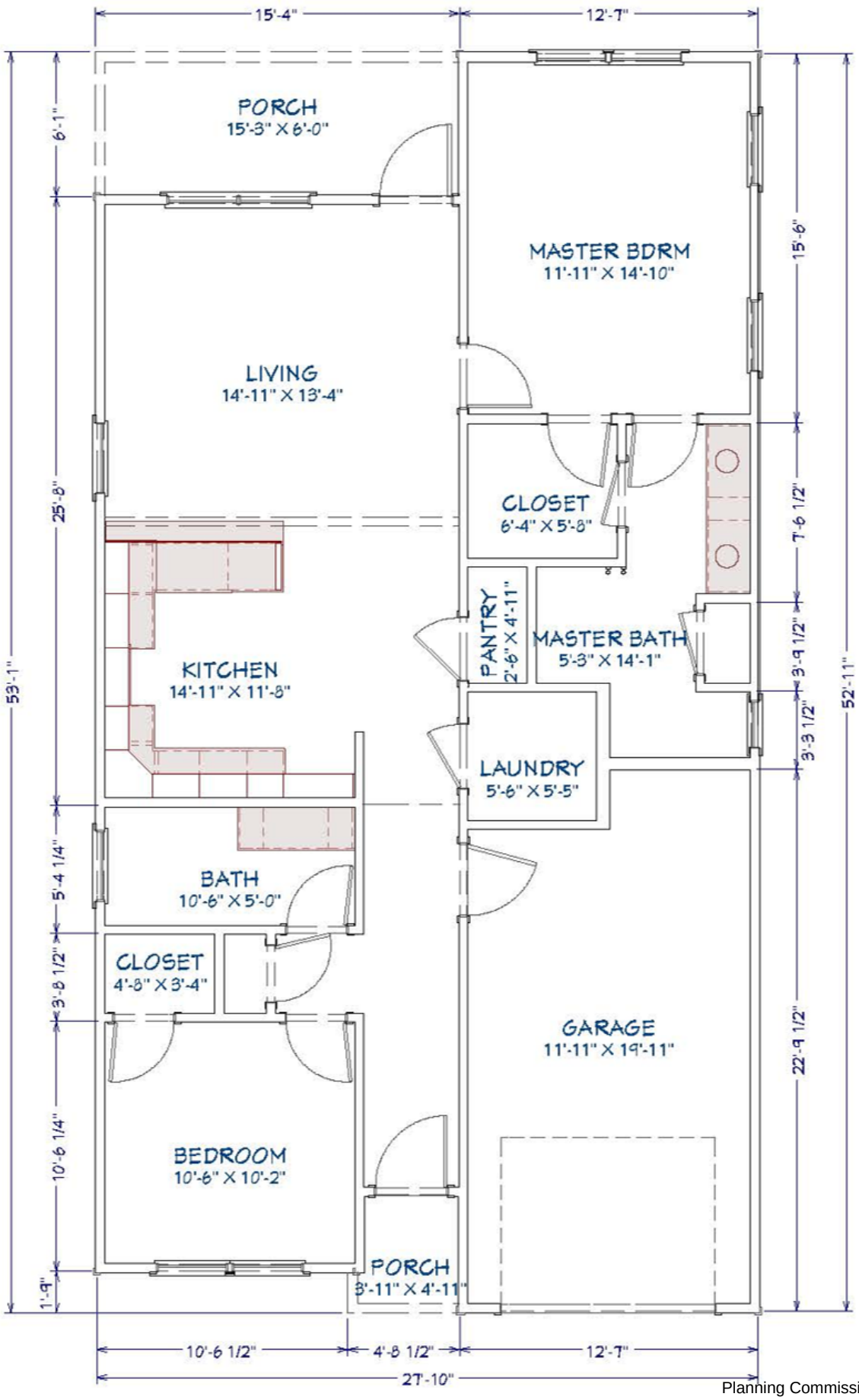
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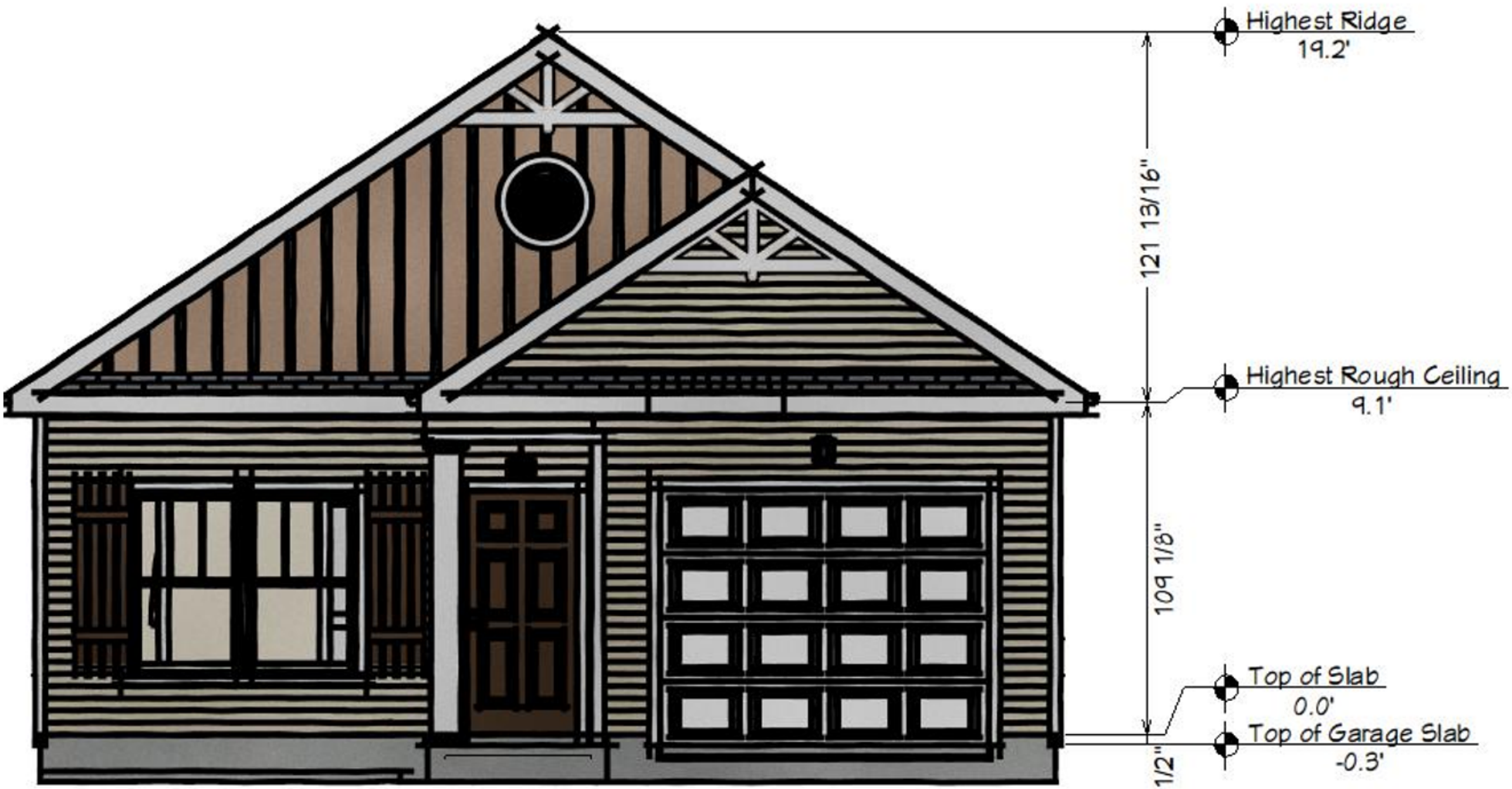
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN



DEARBORN FRONT ELEVATION

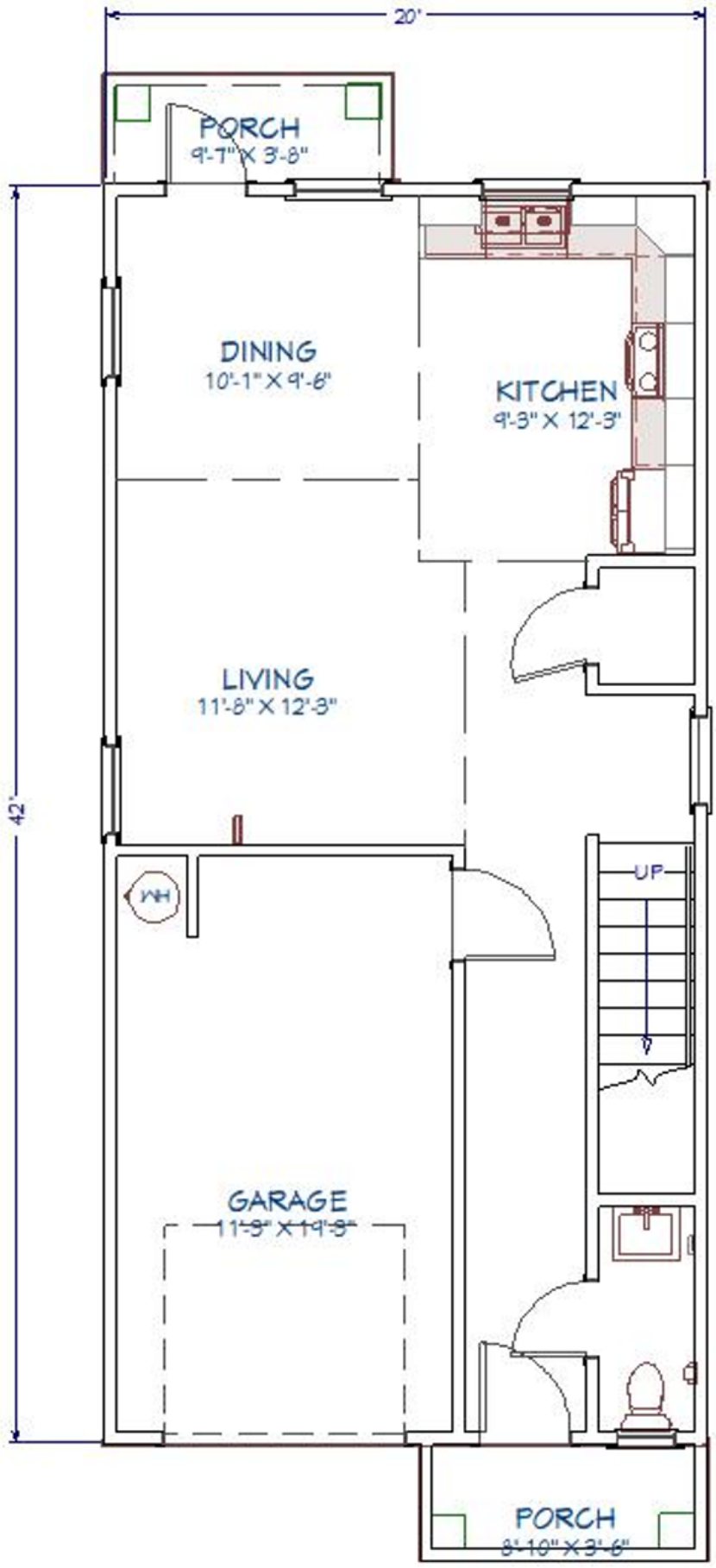


DEARBORN RENDERING

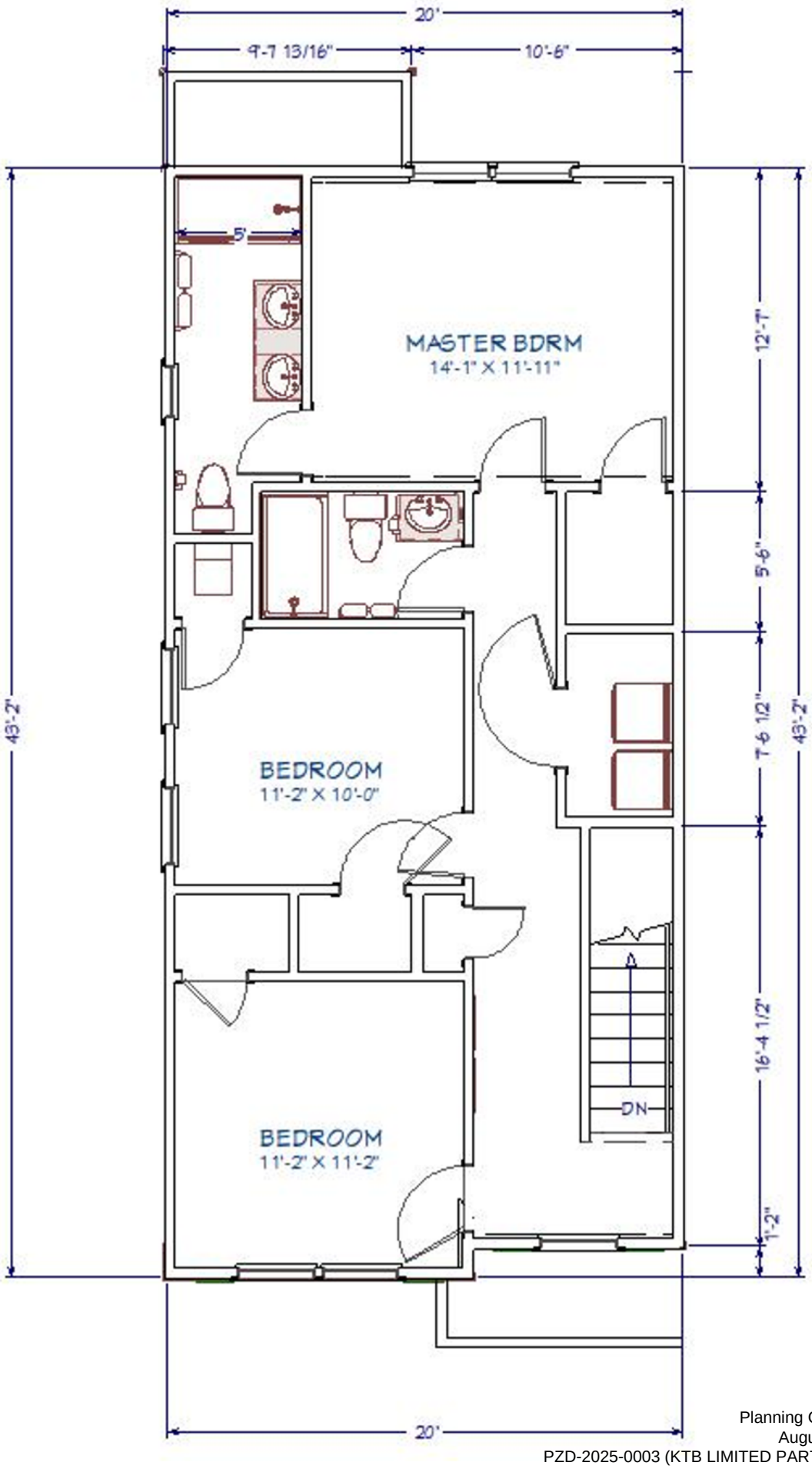




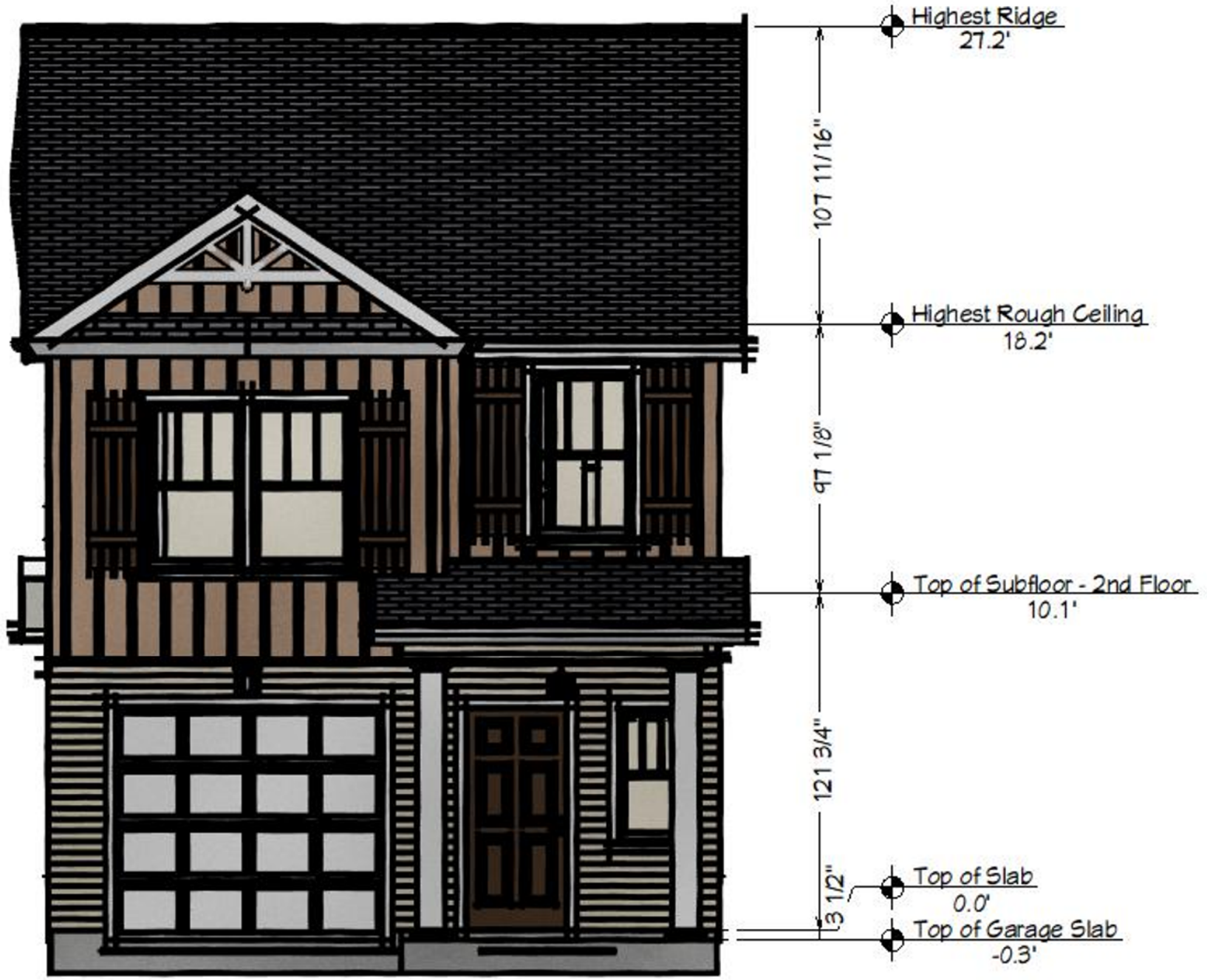
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

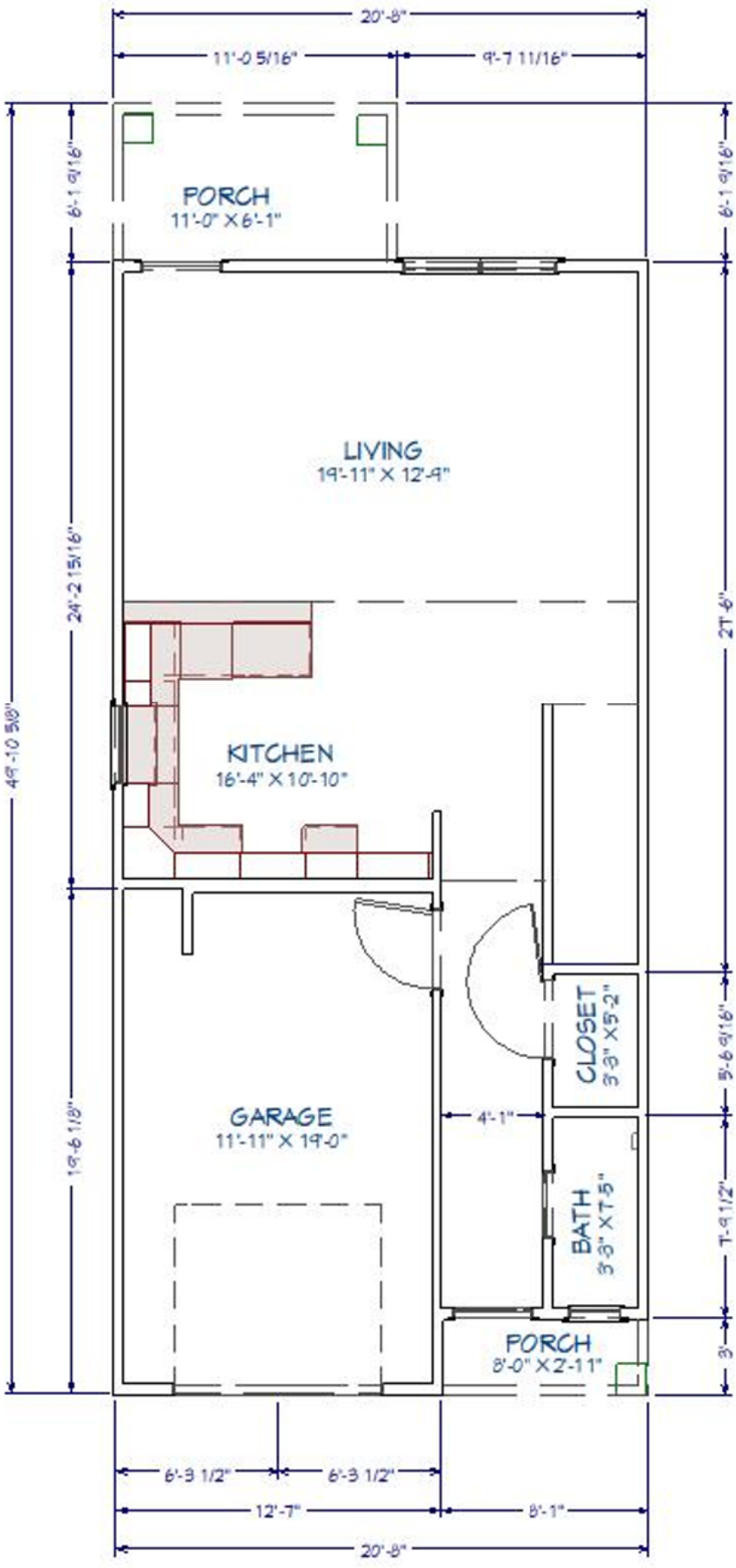


HAMILTON RENDERINGS

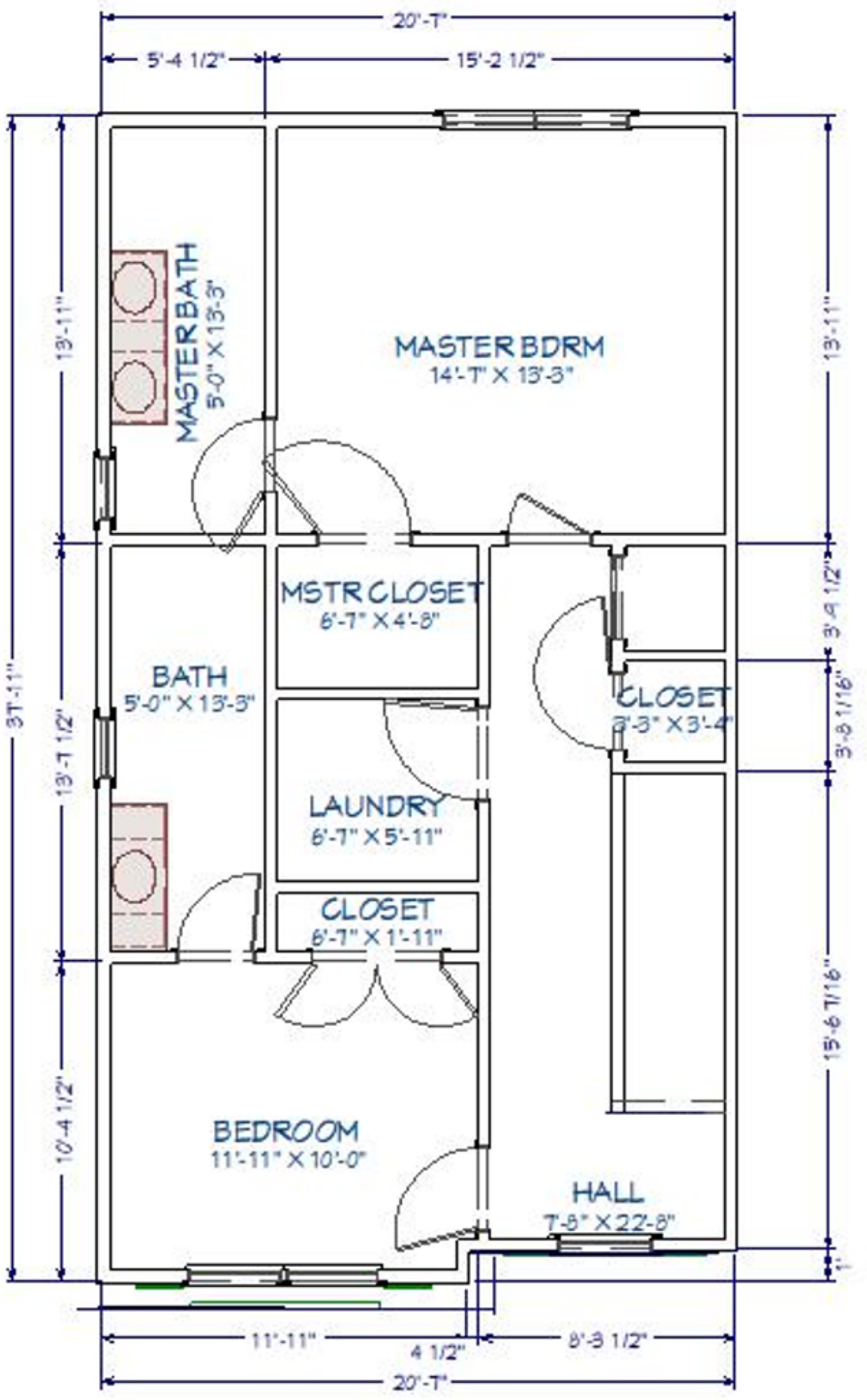




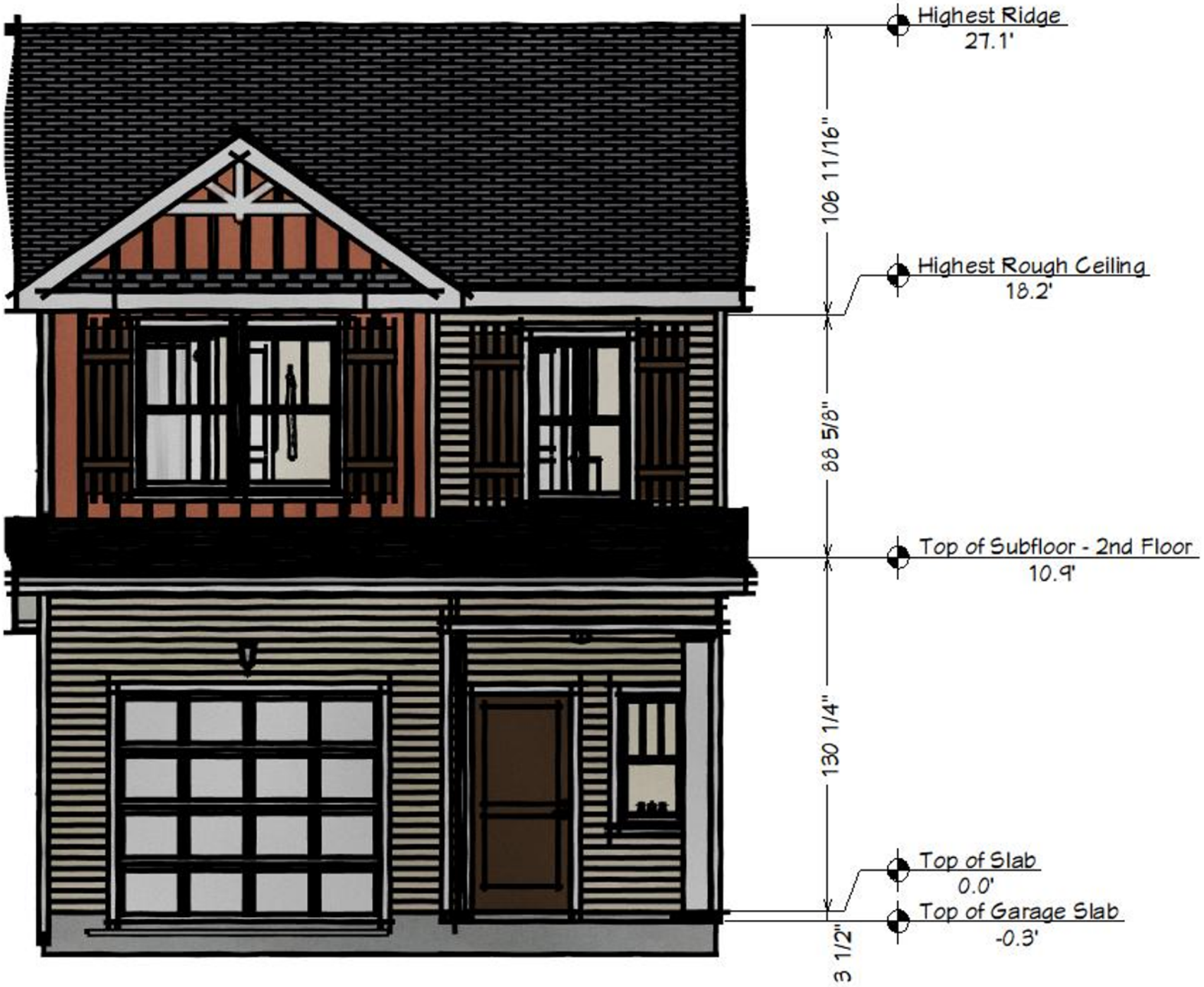
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)



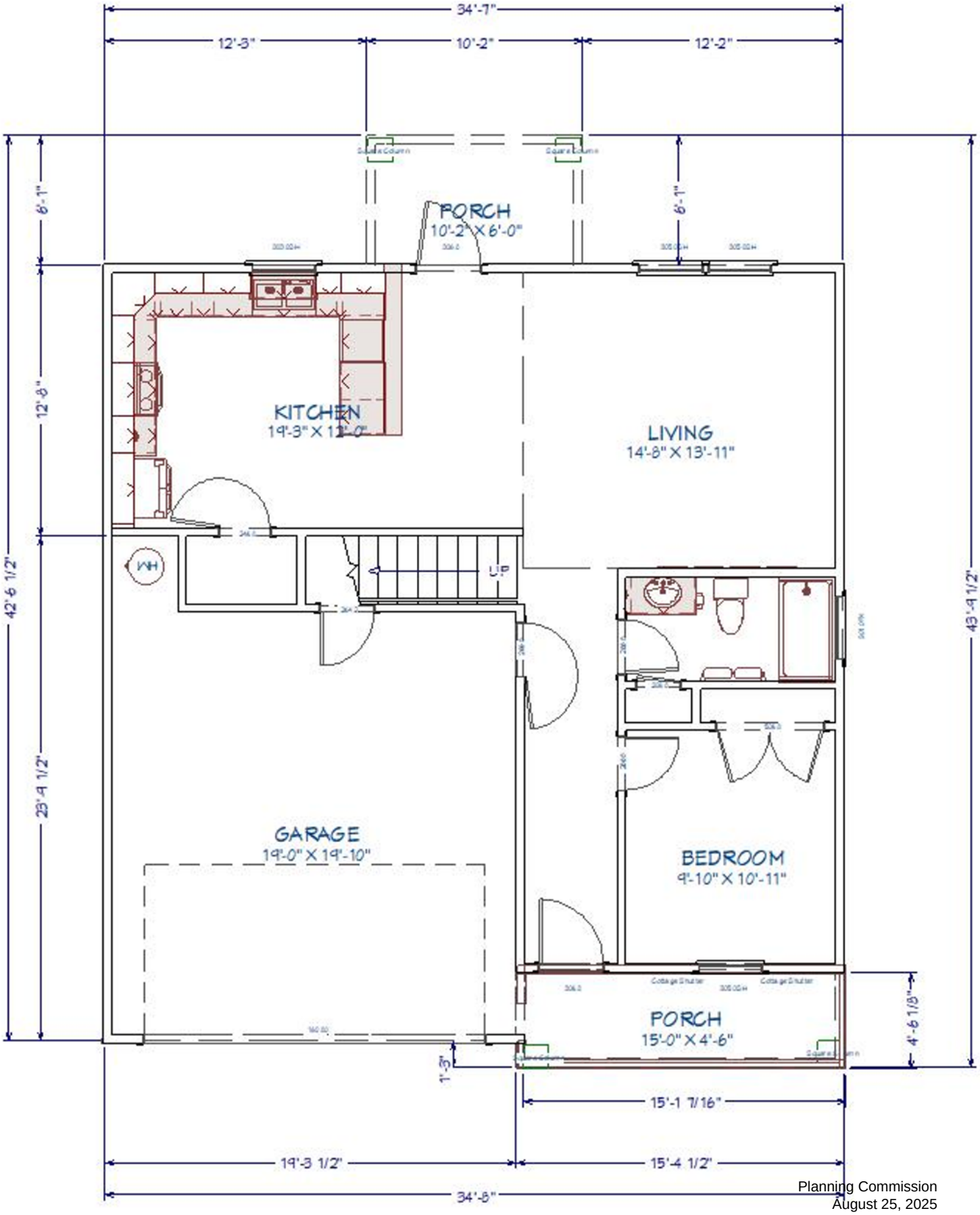
JENNINGS FRONT ELEVATION



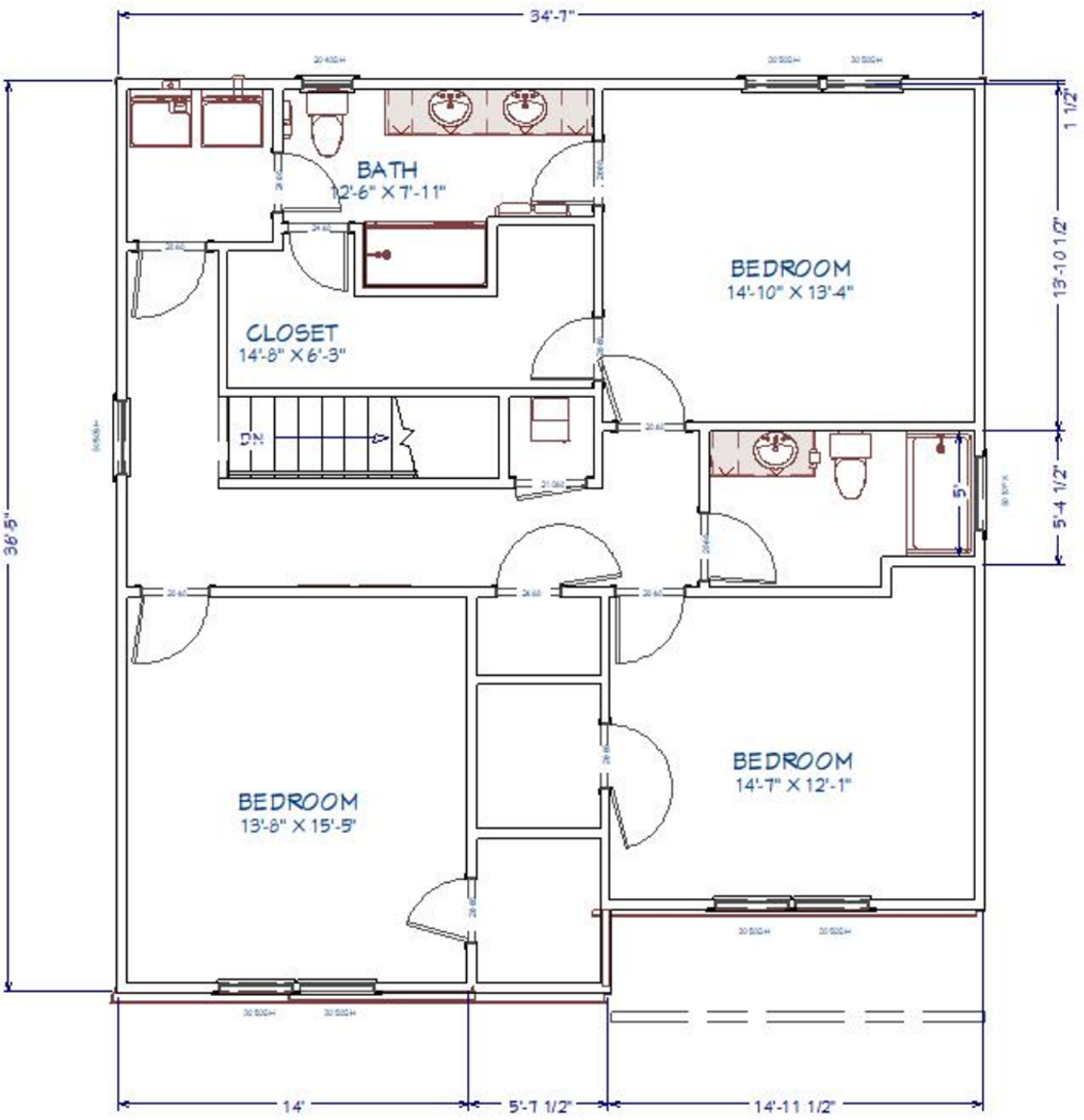
JENNINGS RENDERING



SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

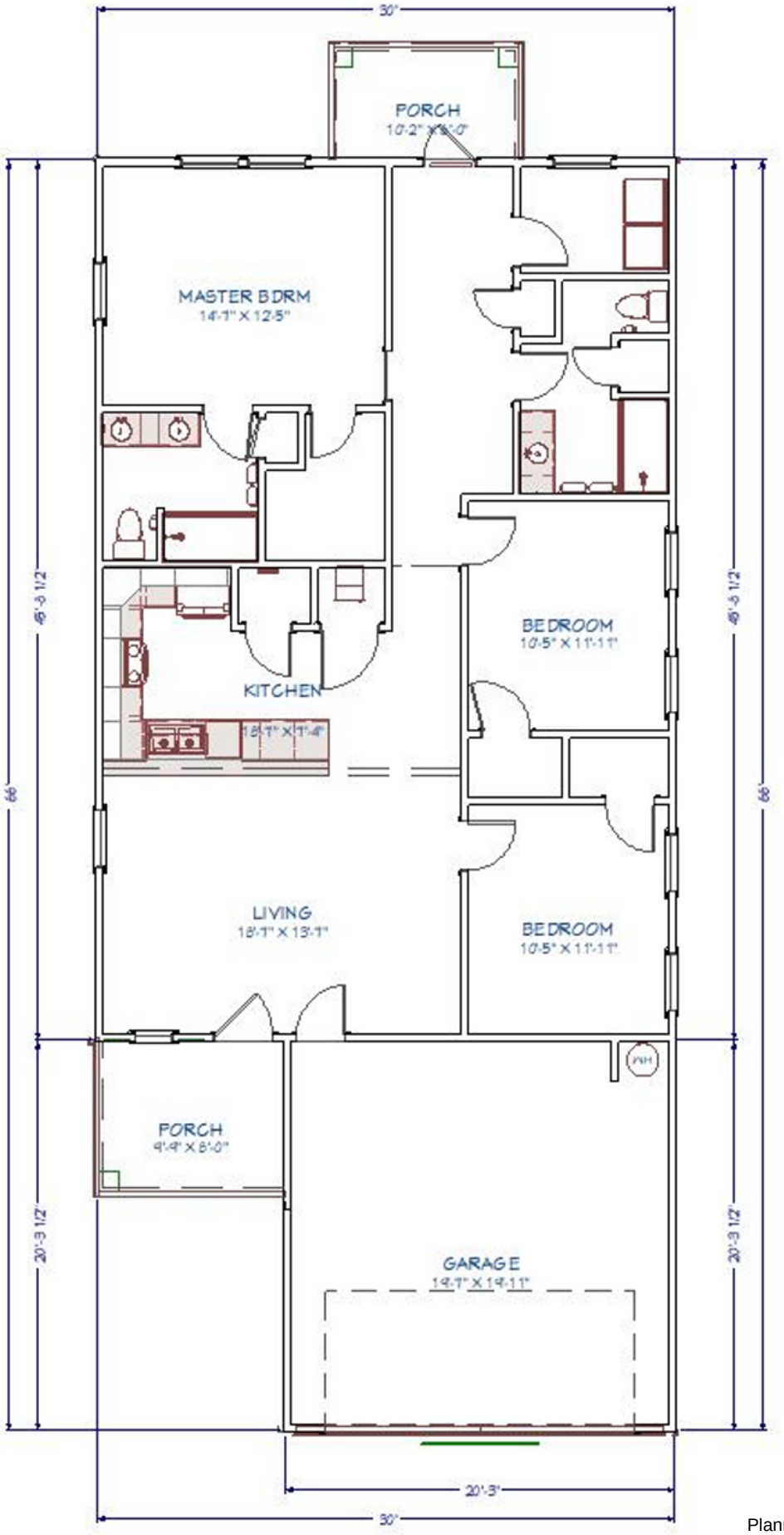


SPENCER RENDERINGS





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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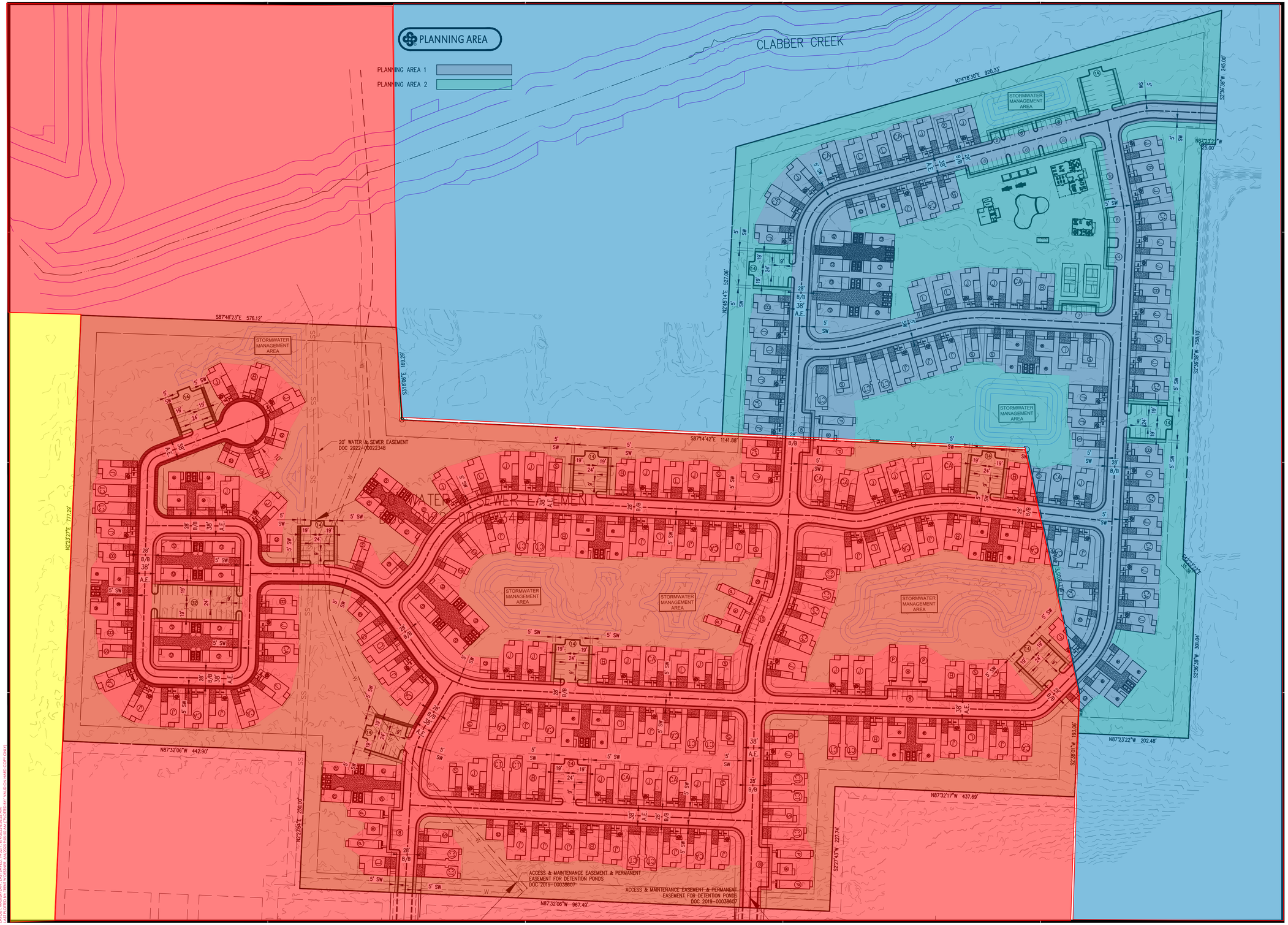
Vicinity SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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Approval: ☐ APPROVED ☐ APPROVED AS NOTED ☐ NOT APPROVED - REVISE AS NOTED

SIGNATURE DATE



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Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
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

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.

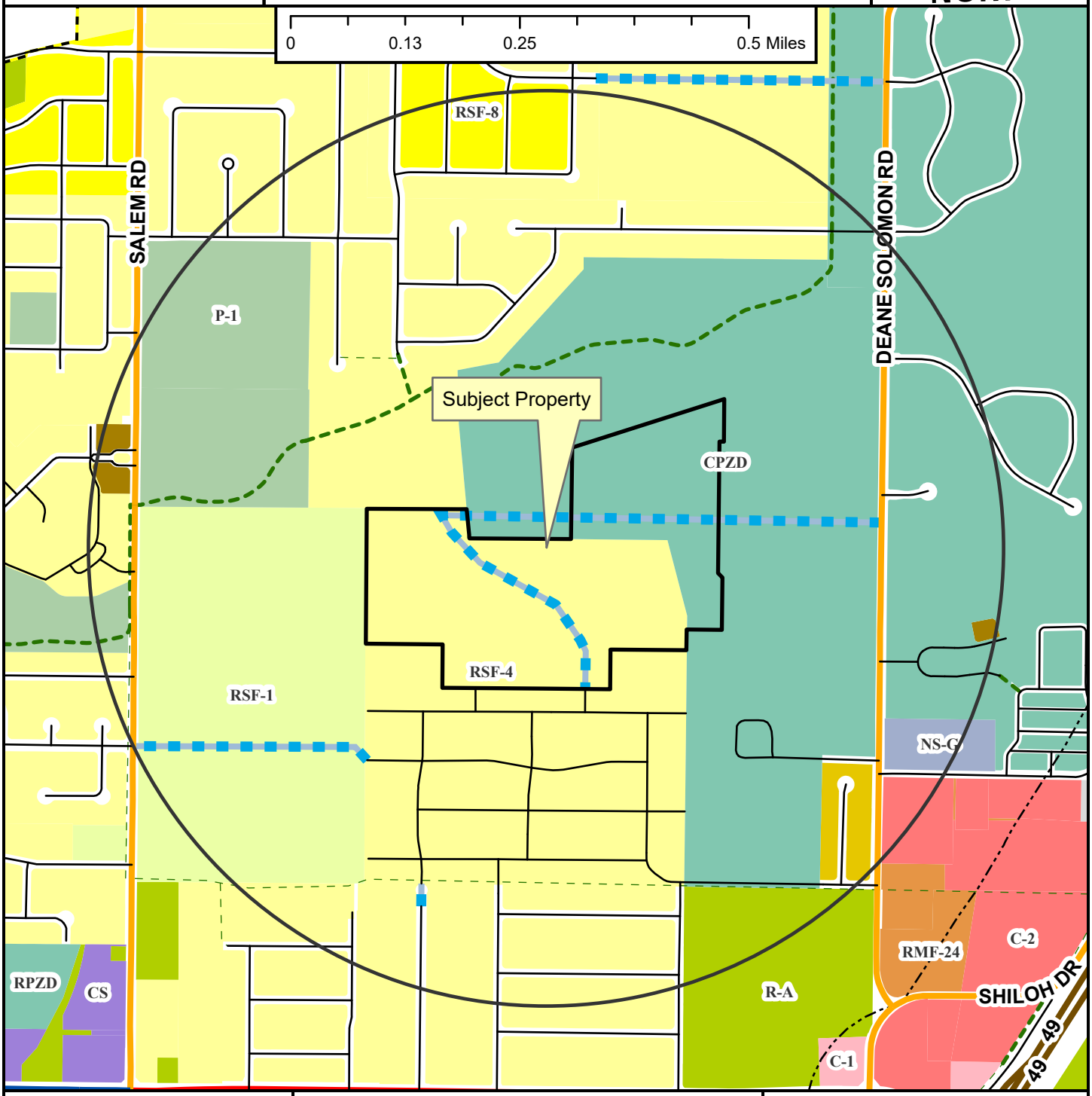
Urban forestry staff recommends that a buffer be provided adjacent to the tree preservation easement on parcel 765-16658-032, in addition to the other protections stated.

PZD-2025-0003

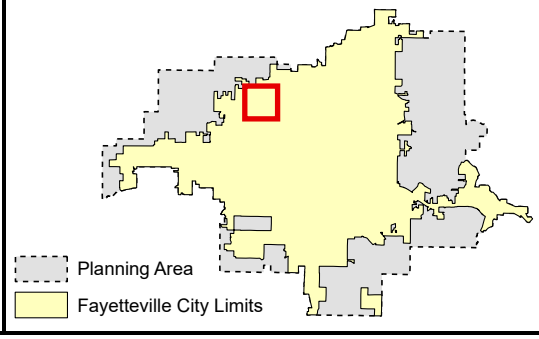
One Mile View

N. RAVEN LN

NORTH



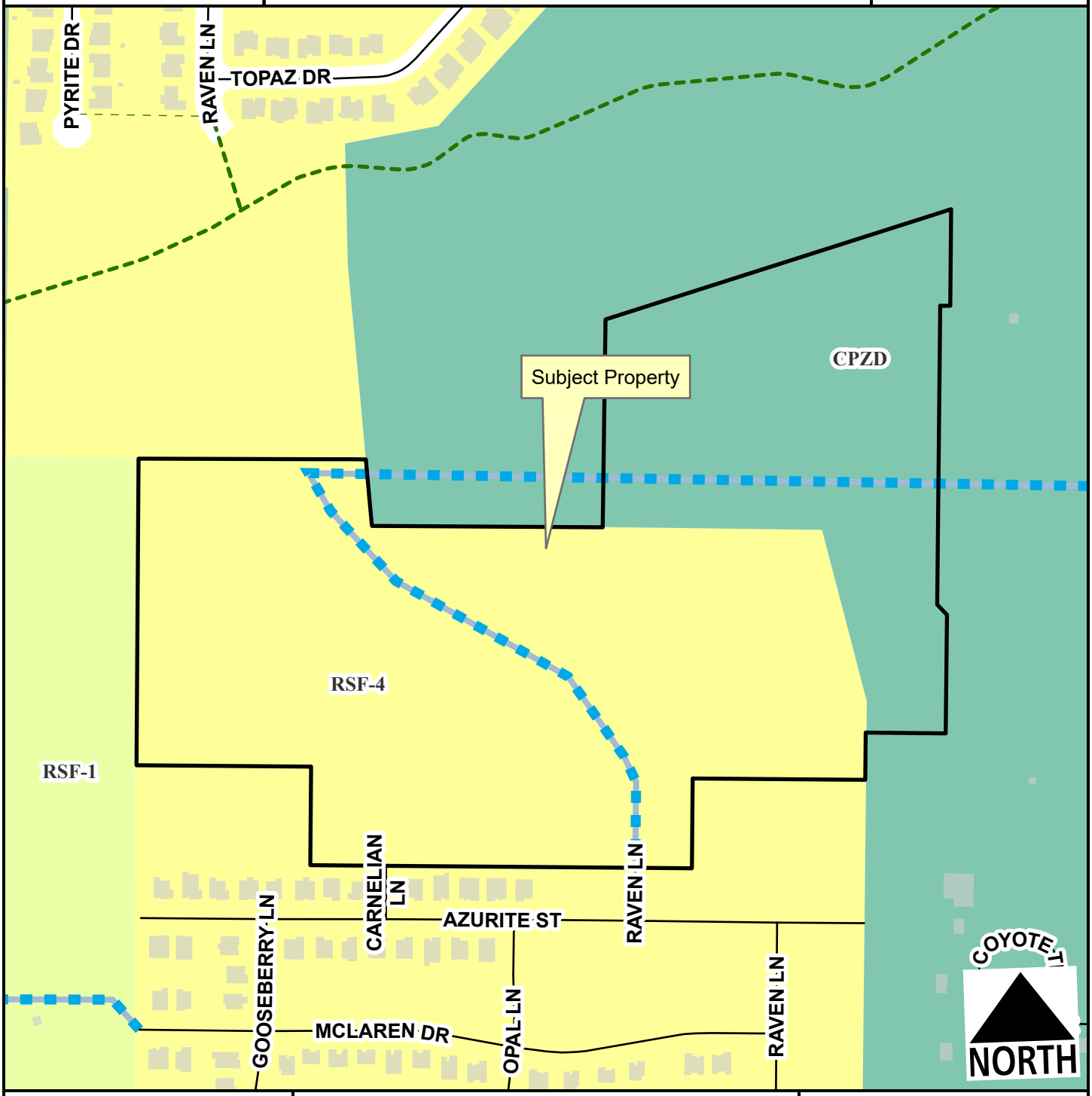
Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



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

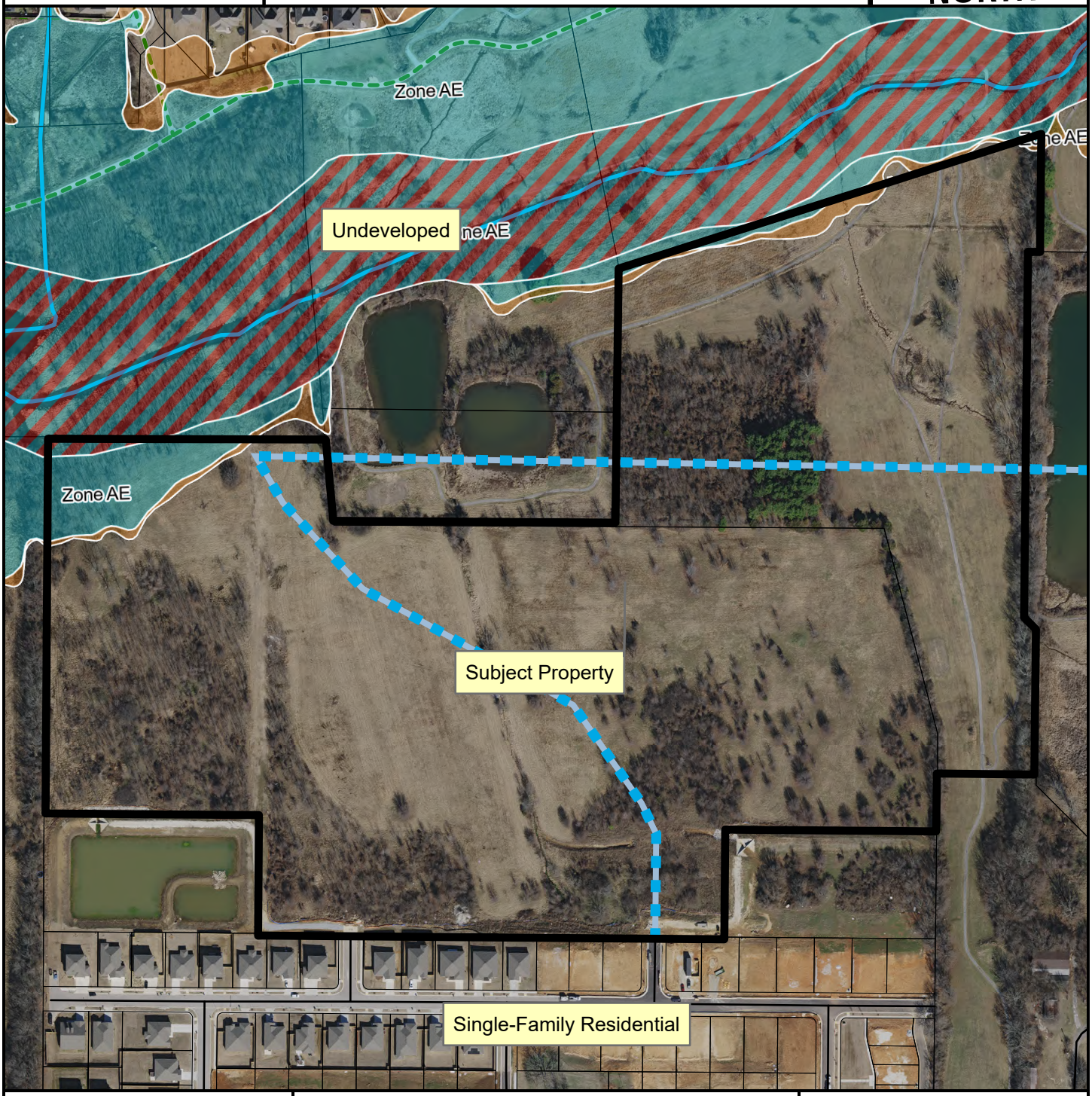
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PZD-2025-0003

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

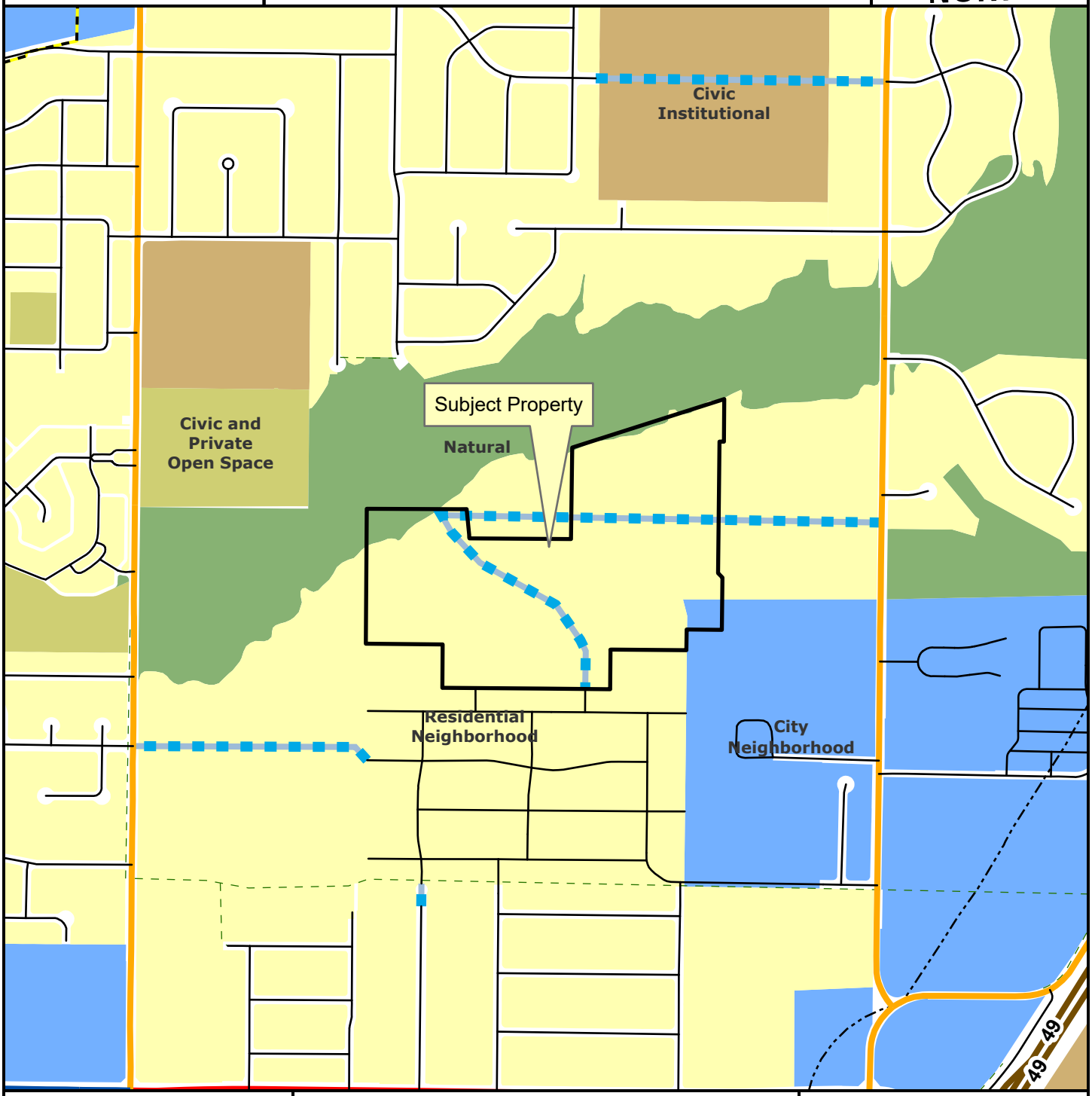
- 100-Year Floodplain
- Floodway

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

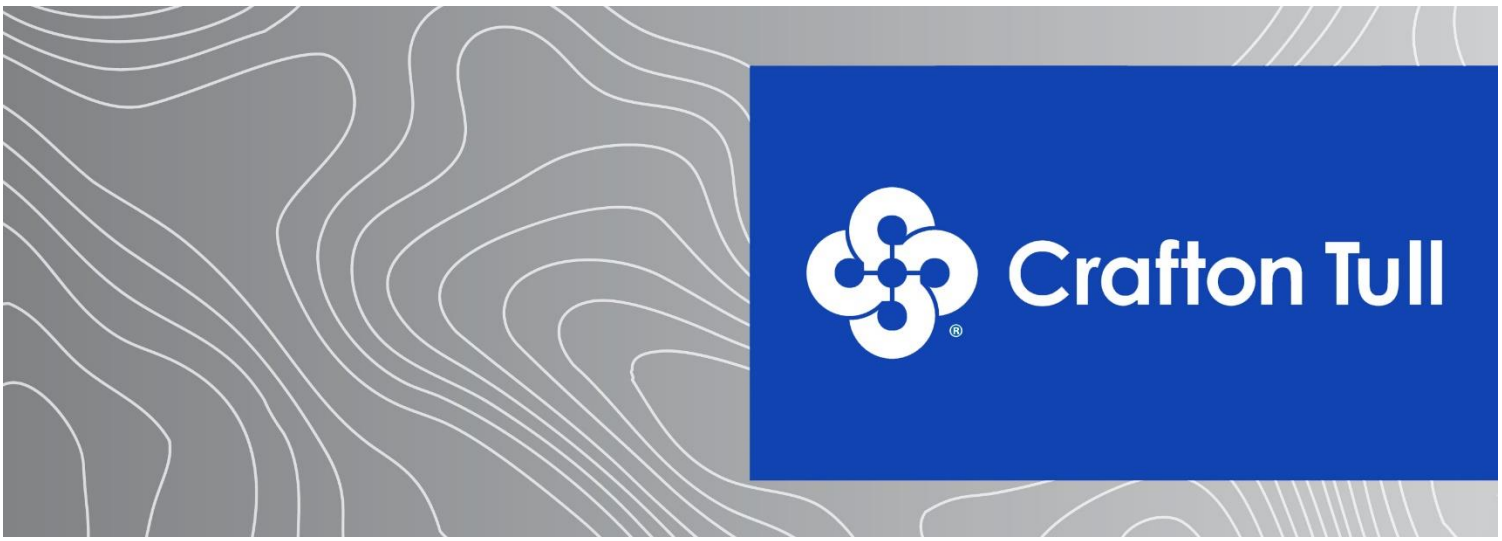
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

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

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

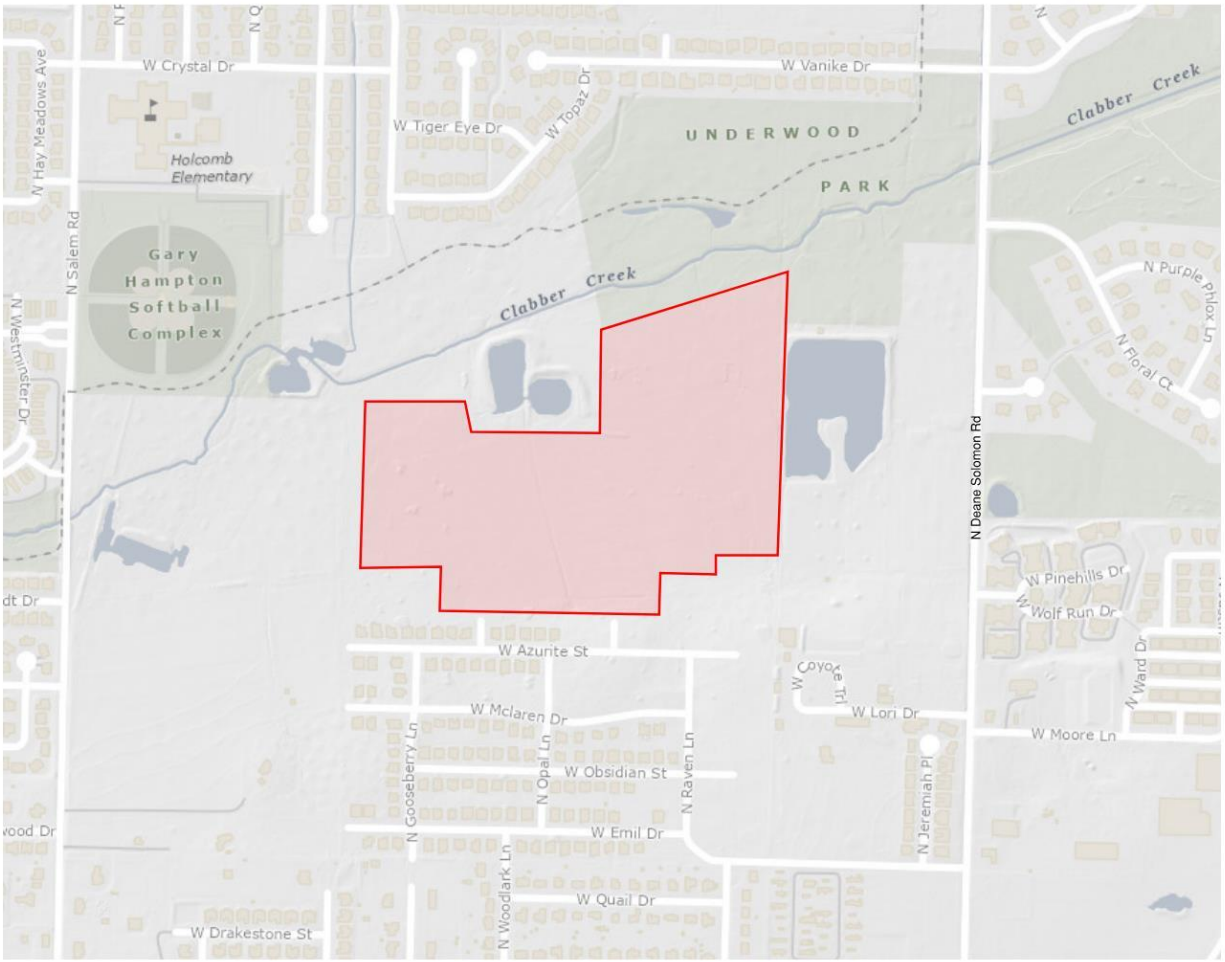
Exhibit E – Example Monument Sign

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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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craftontull.com

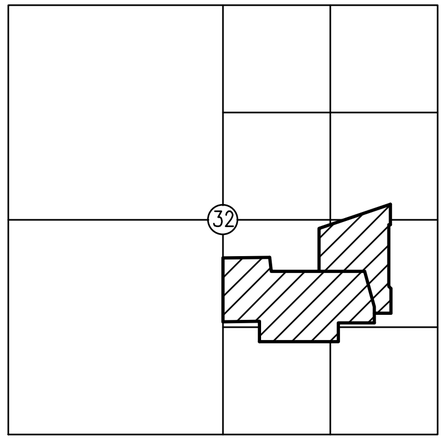
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 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;
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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

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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

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

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DELTA	DESCRIPTION	DATE

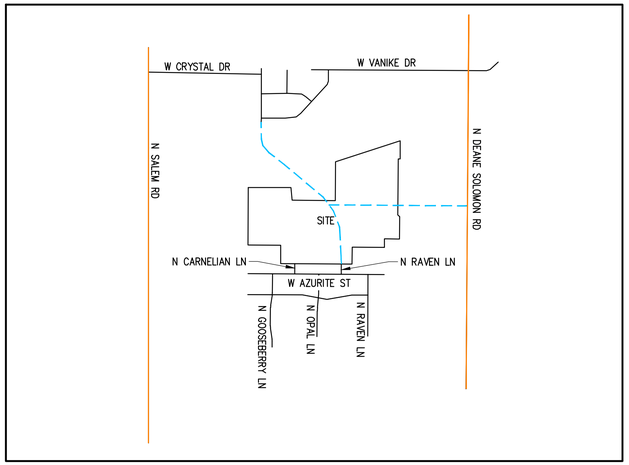
SHEET NO.:
2 OF 2

DRAWING G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT2, LAST SAVED: KM476, 6/17/2025 2:37:39 PM
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

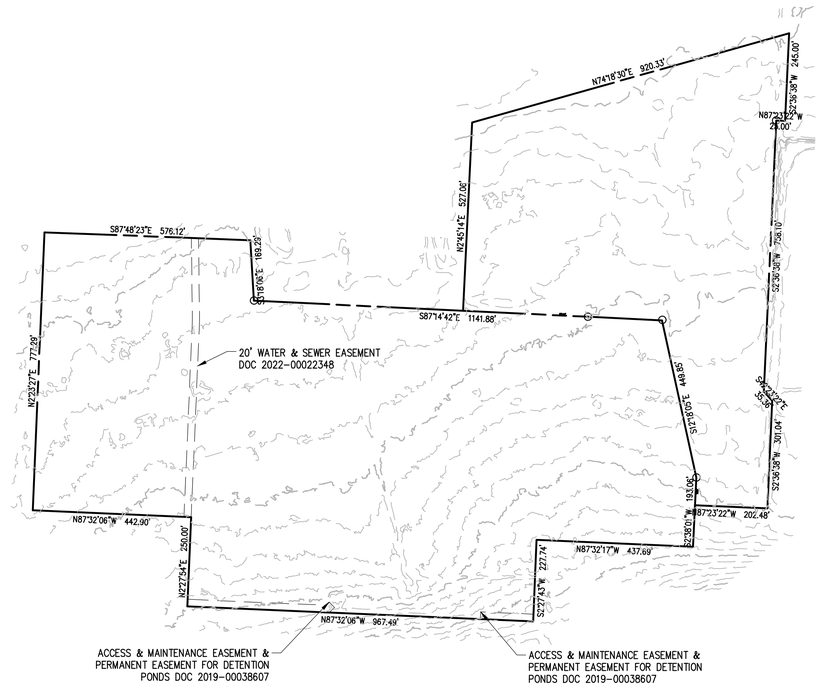
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED 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;
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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;
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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.

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
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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

PROJECT NO: 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

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COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNTSERVE_DRIVES\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
LAYOUT: LAYOUT1 - LAST SAVED: 7/8/2025 8:37:17 AM BY: TYLER
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

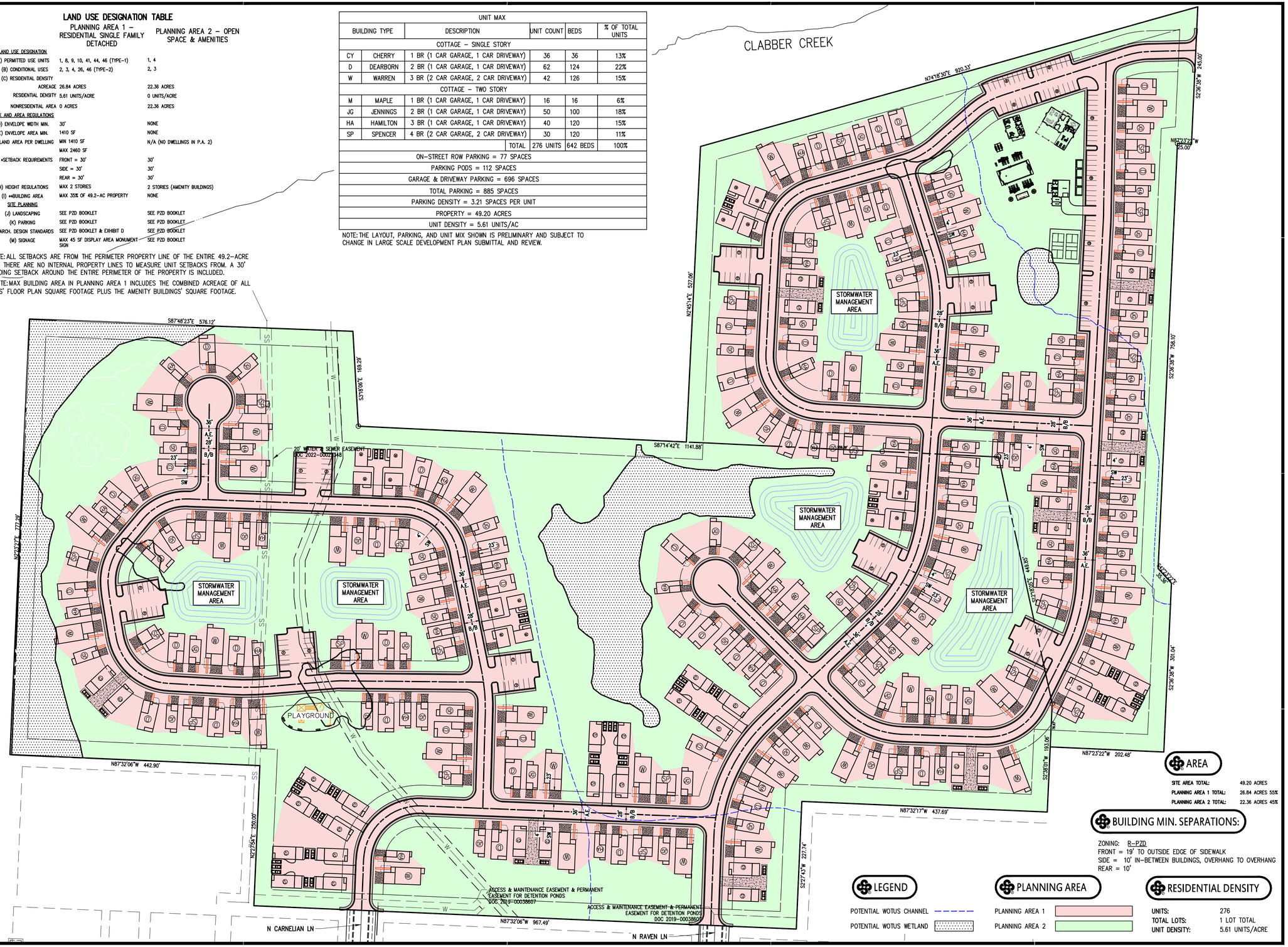
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	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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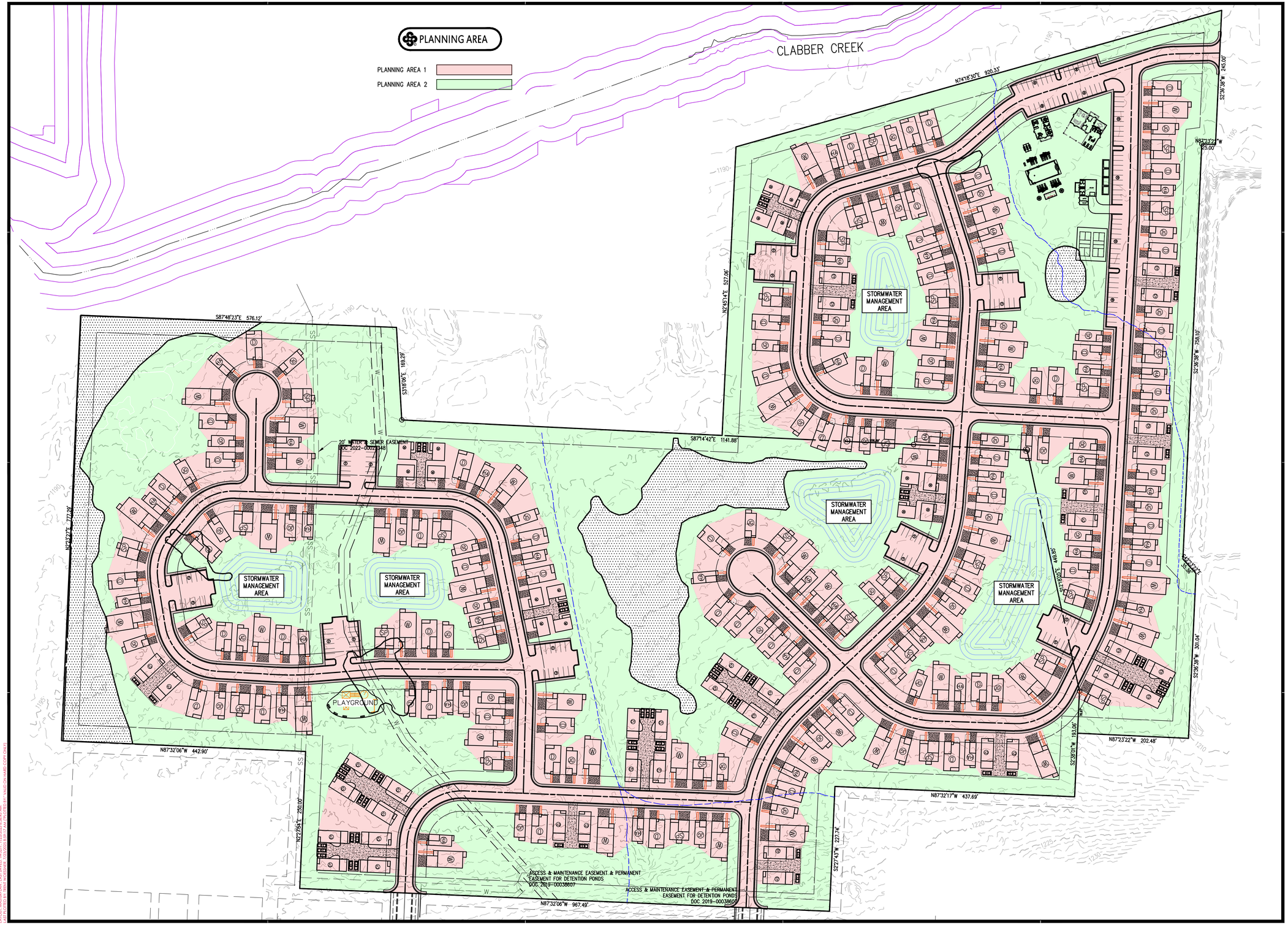
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

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'

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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
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

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OVERALL SITE PLAN

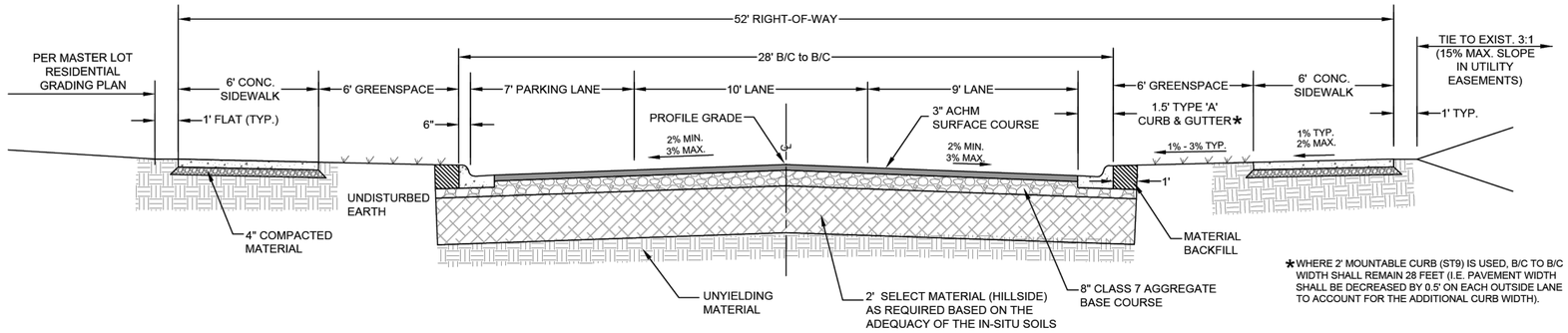
1 OF 1

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.

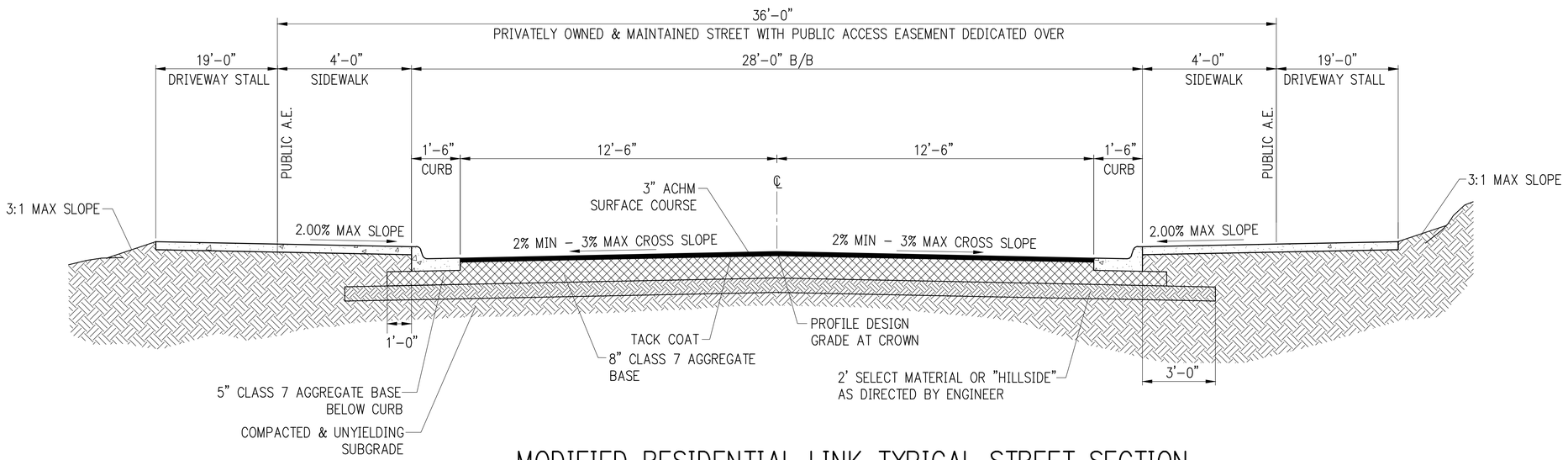
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*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

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK
FAYETTEVILLE, AR

Key Plan

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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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PG 1



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SHEET TITLE:
FRONT ELEV.

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SCALE: 1/4"=1'

DATE: 2/14/2025

PG 2



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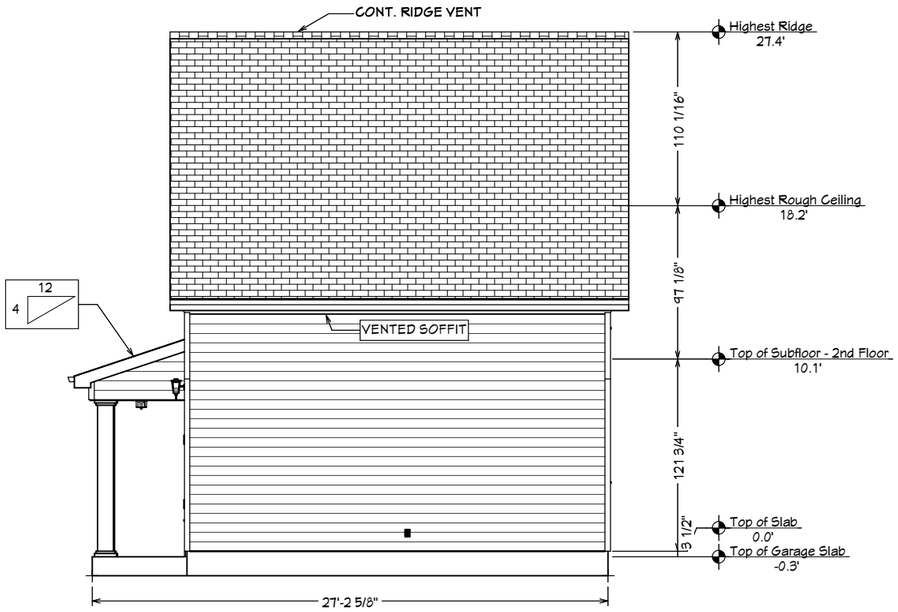
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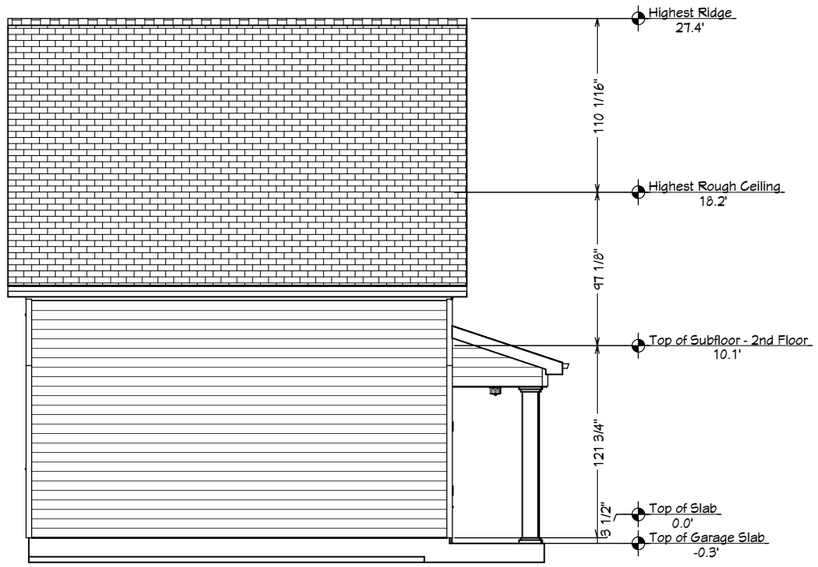
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PG 3



RIGHT ELEV.



LEFT ELEV.

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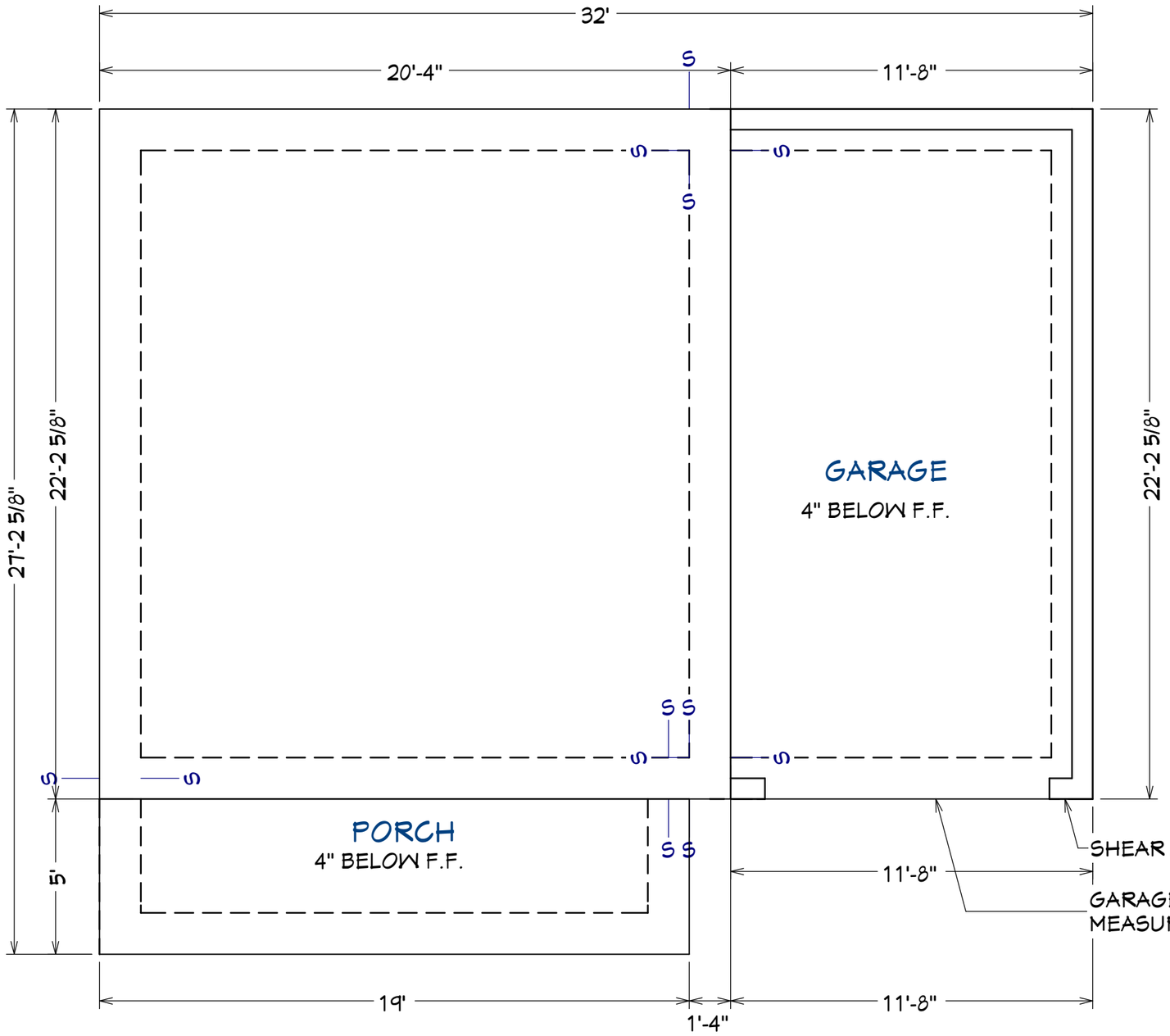
SHEET TITLE:
SIDE ELEV.

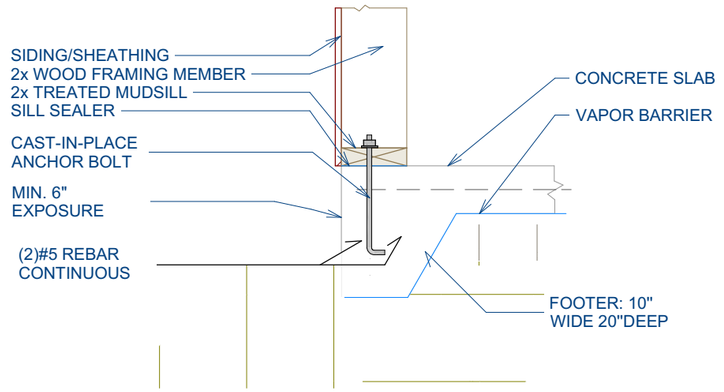
NO.	DESCRIPTION	BY	DATE

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

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SHEET TITLE: FOUNDATION PLAN

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PG 5





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SHEET TITLE: ISO VIEWS

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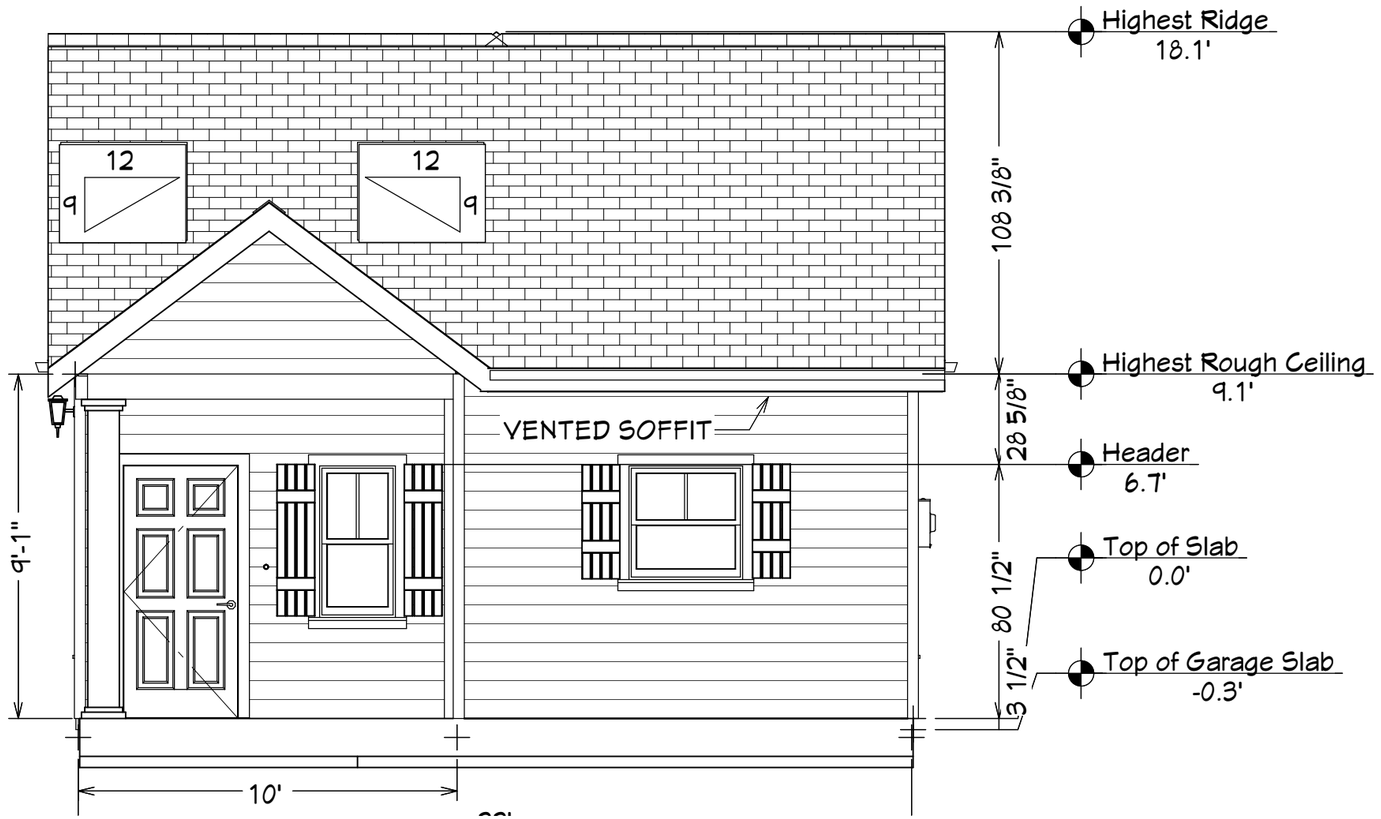
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DATE: 2/14/2025

PG 15



FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'



SIDE ELEV
1/8" =1'

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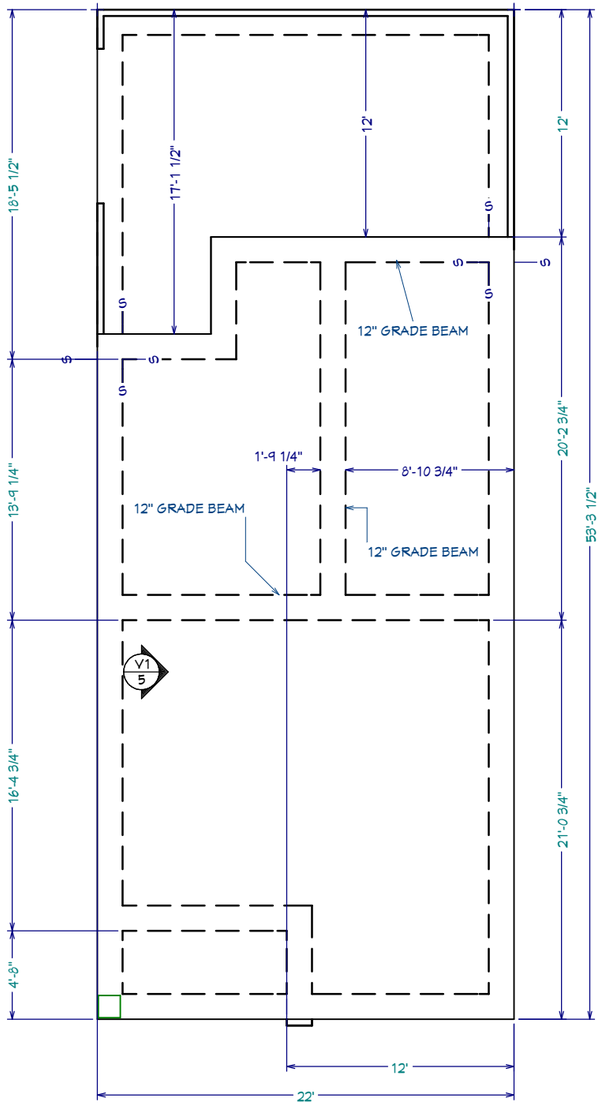
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

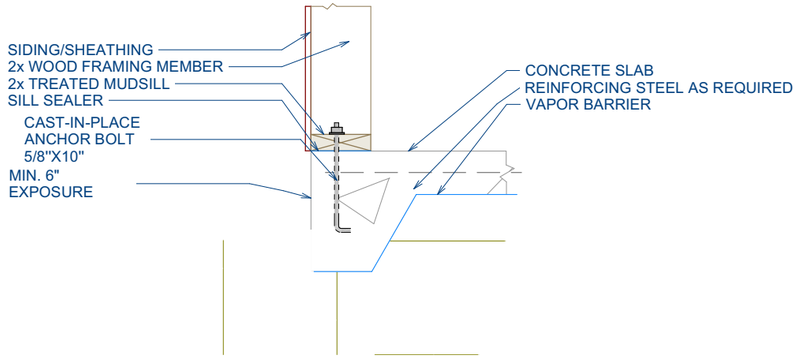
PG 1



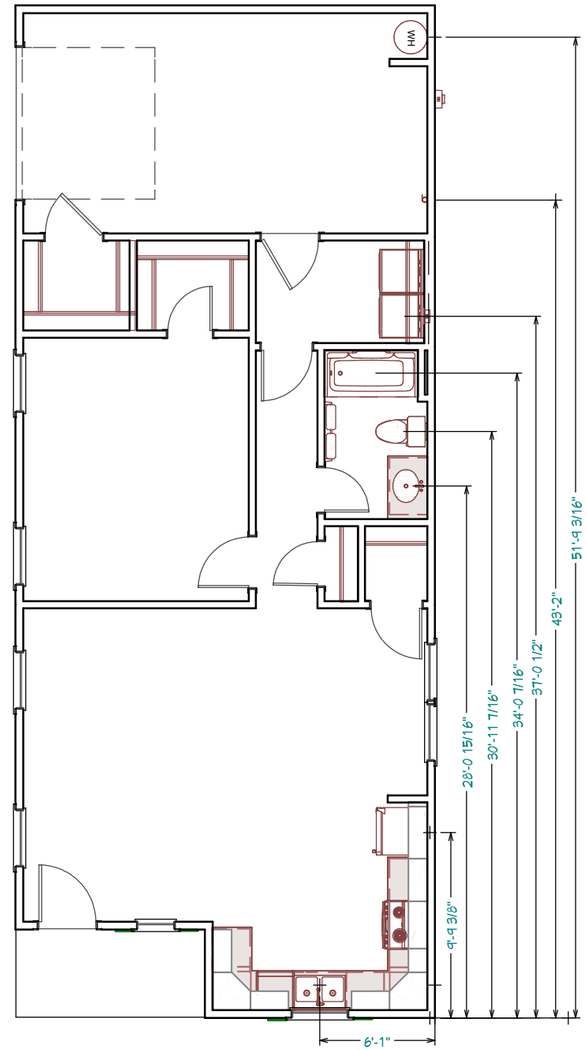
FOUNDATION LAYOUT

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

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PG 2





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PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

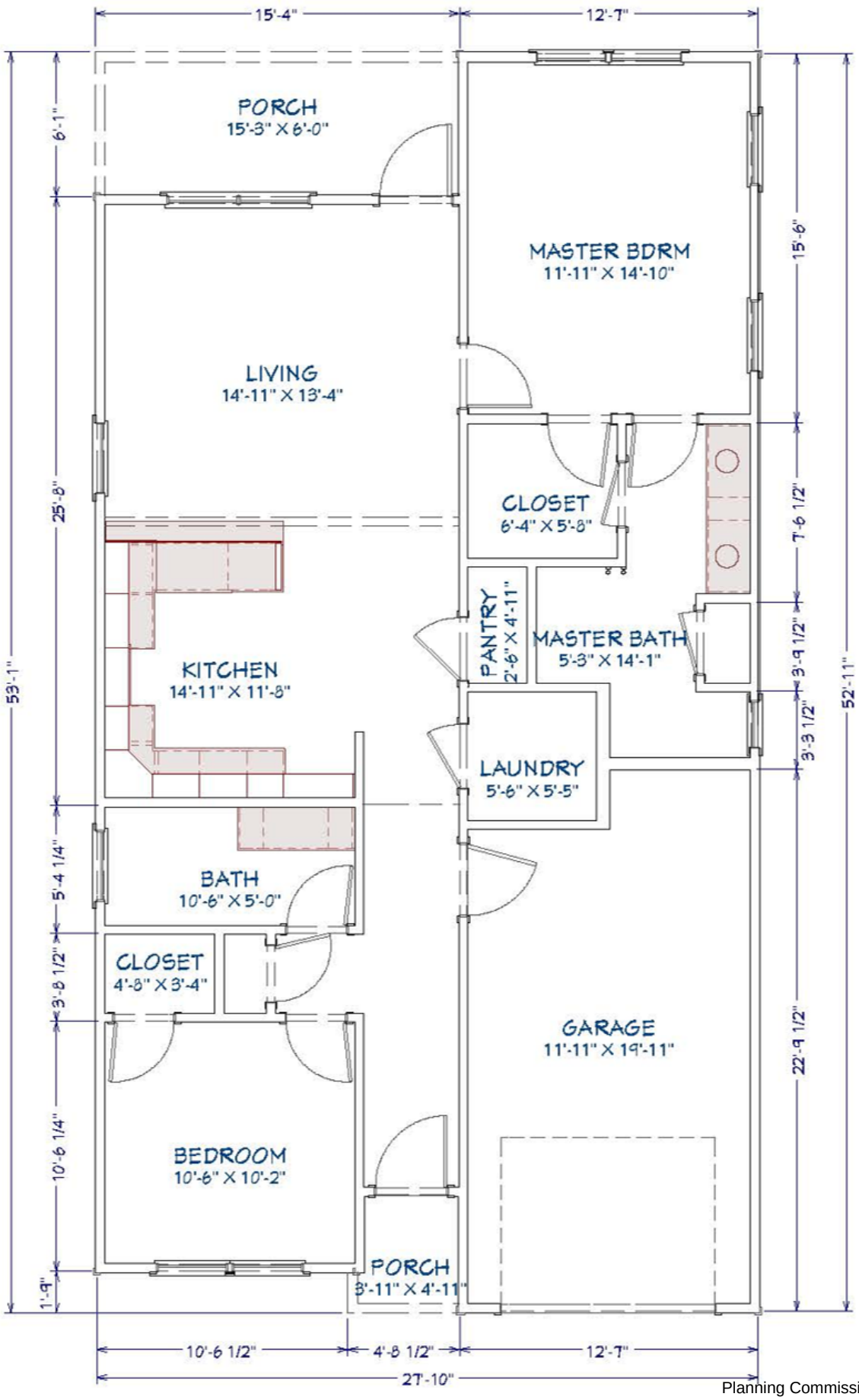
NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

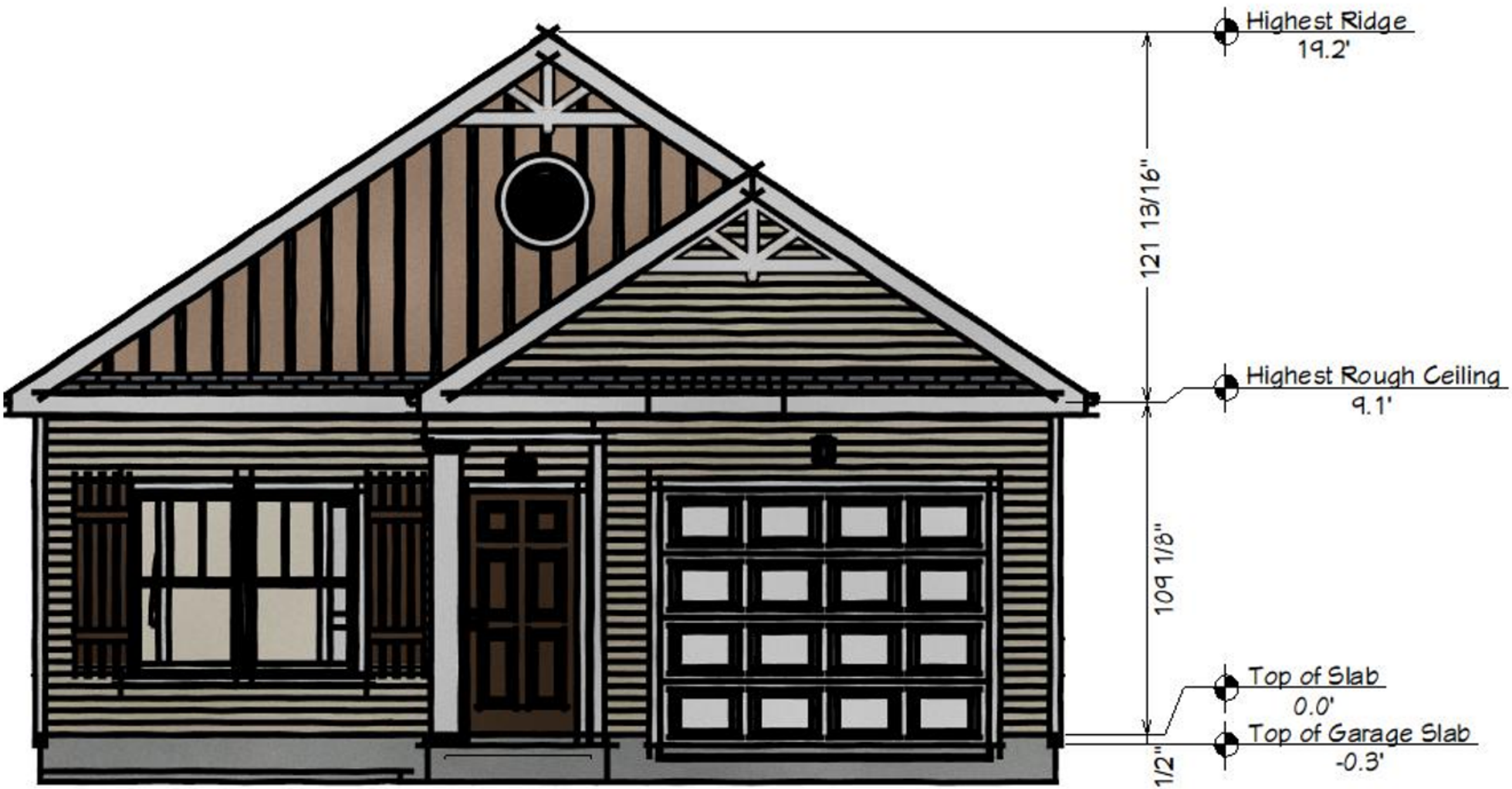
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN



DEARBORN FRONT ELEVATION

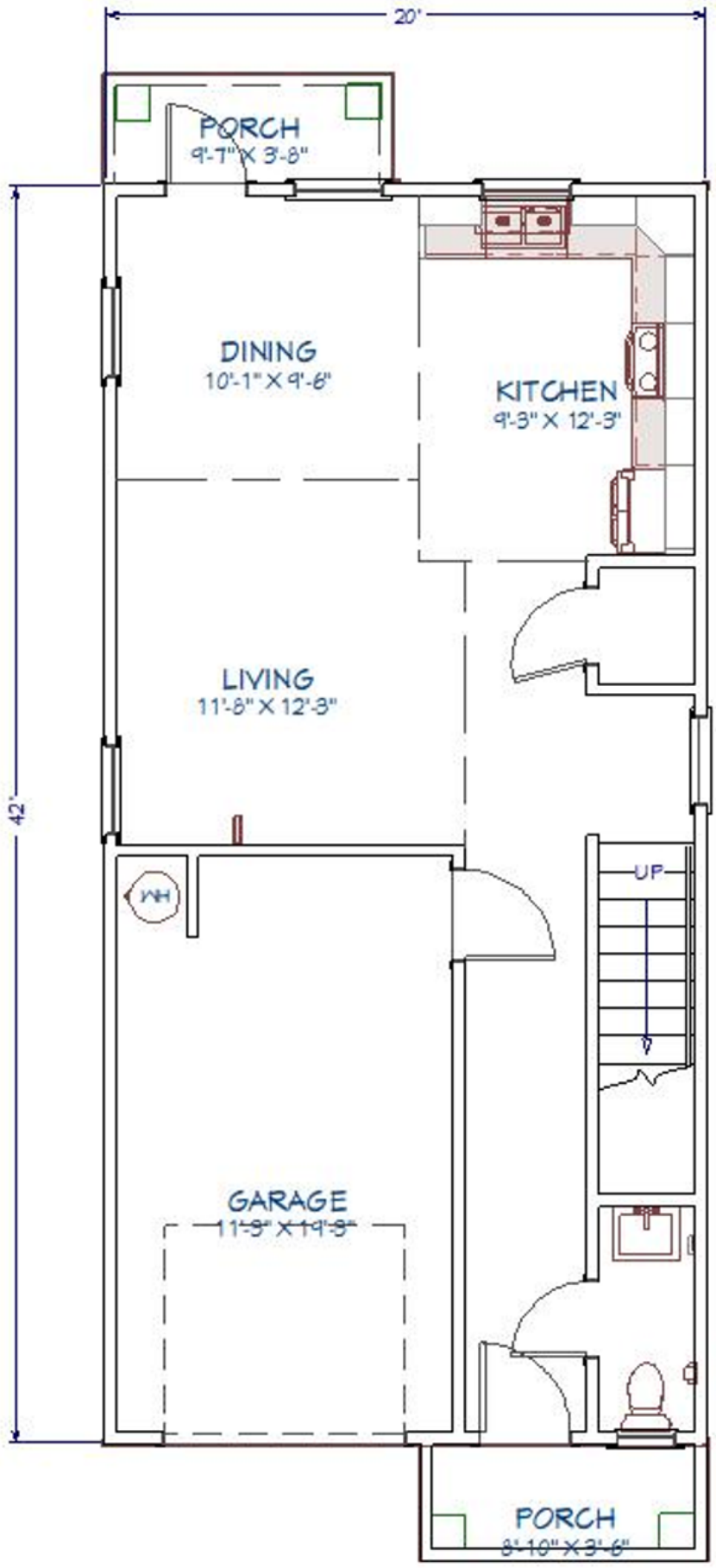


DEARBORN RENDERING

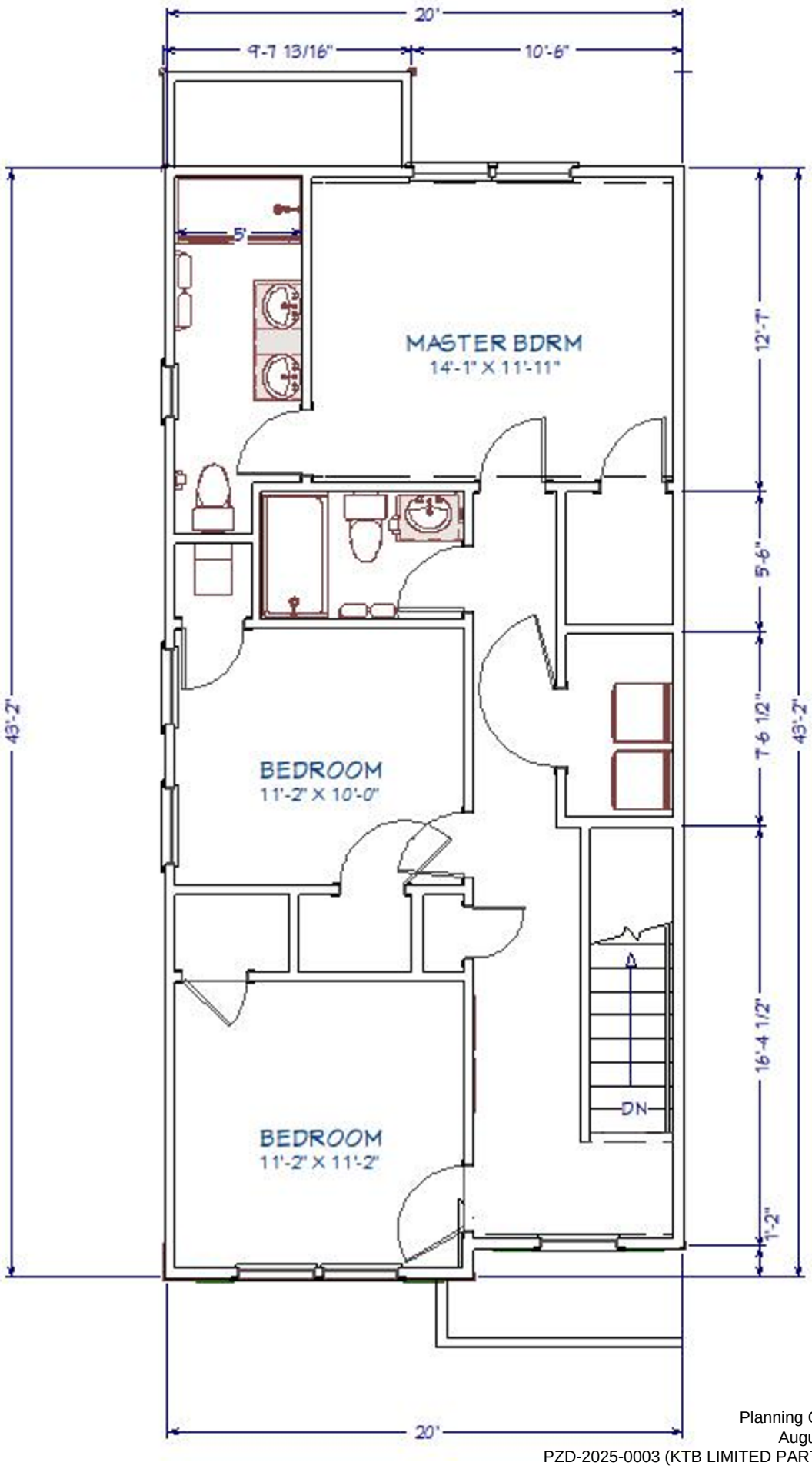




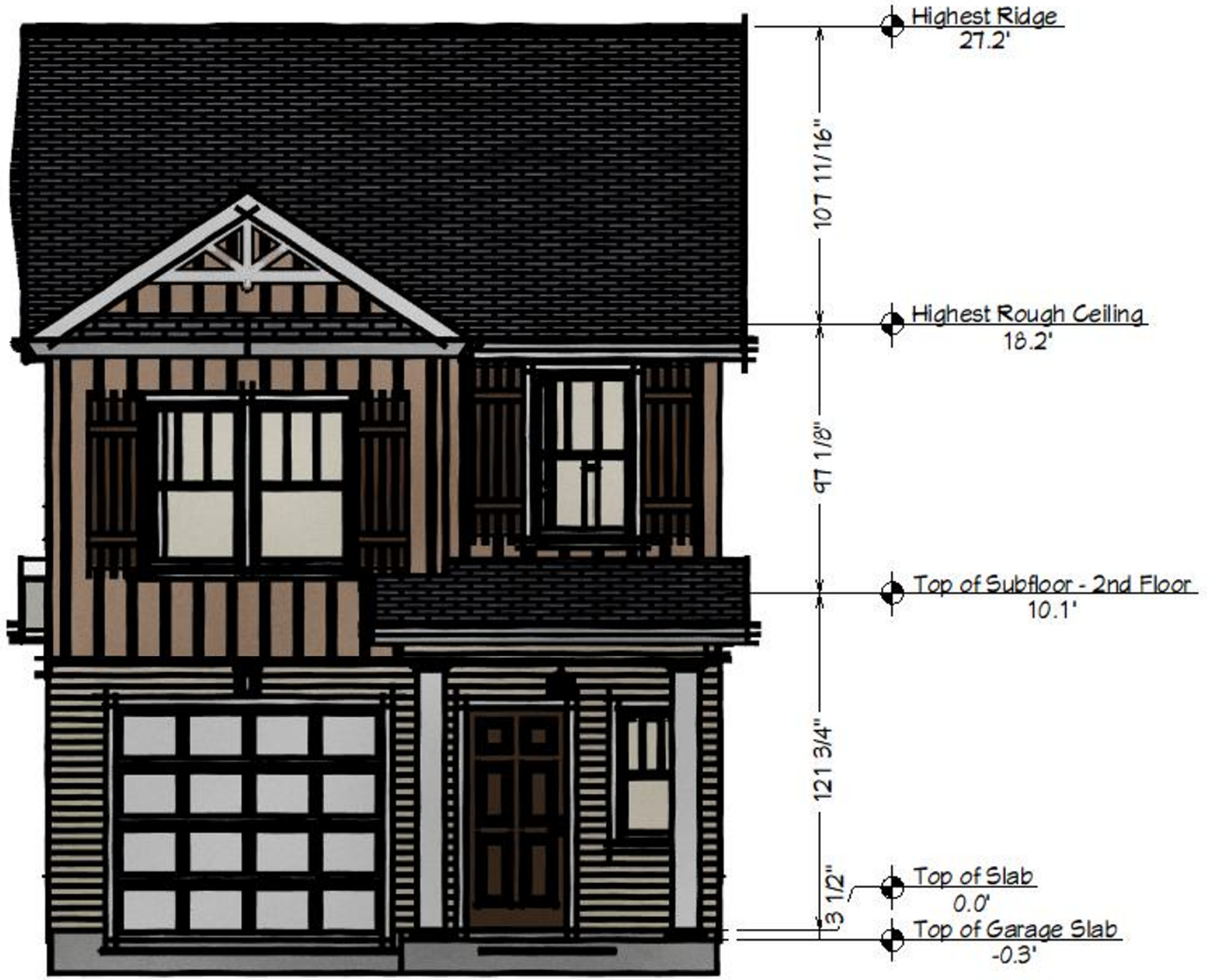
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

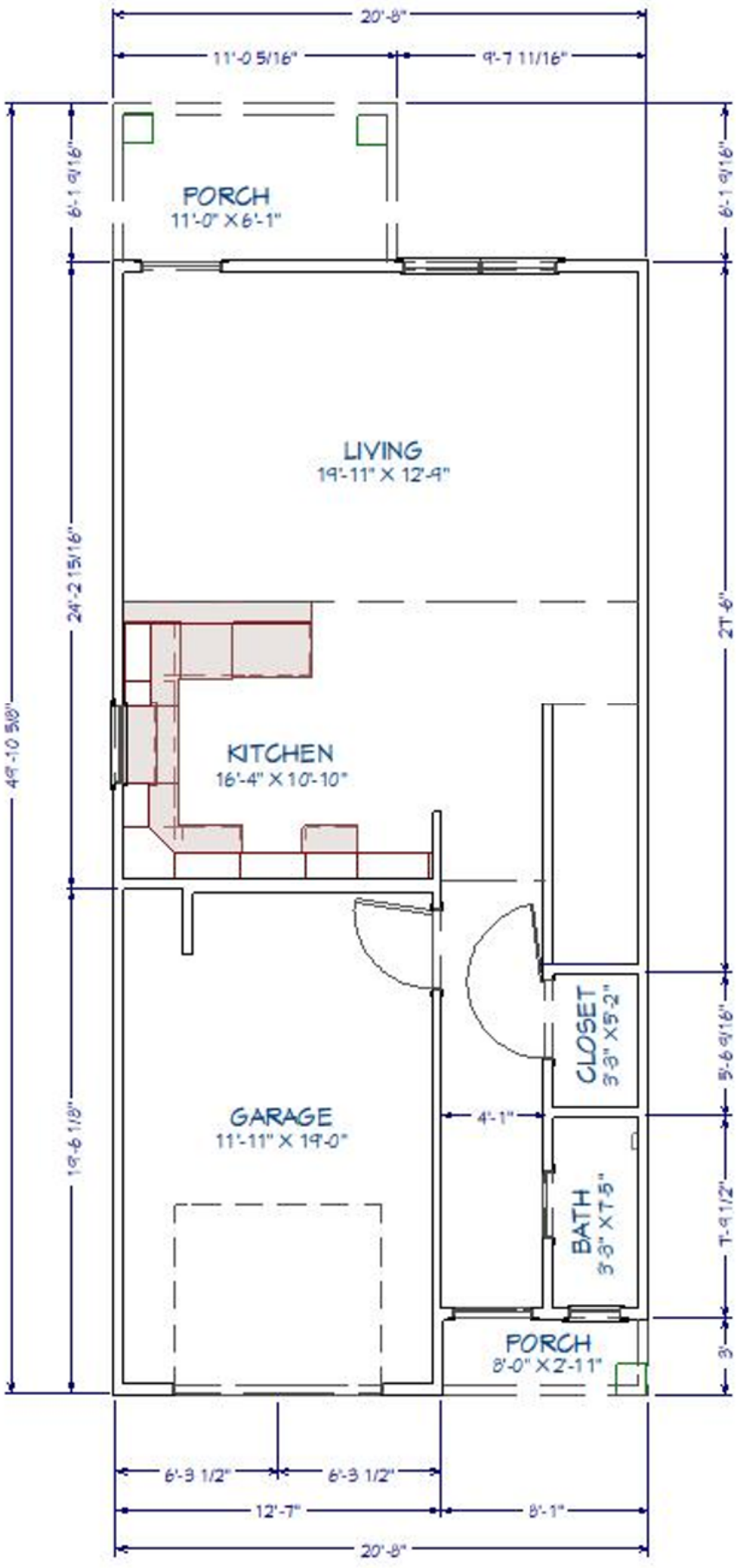


HAMILTON RENDERINGS

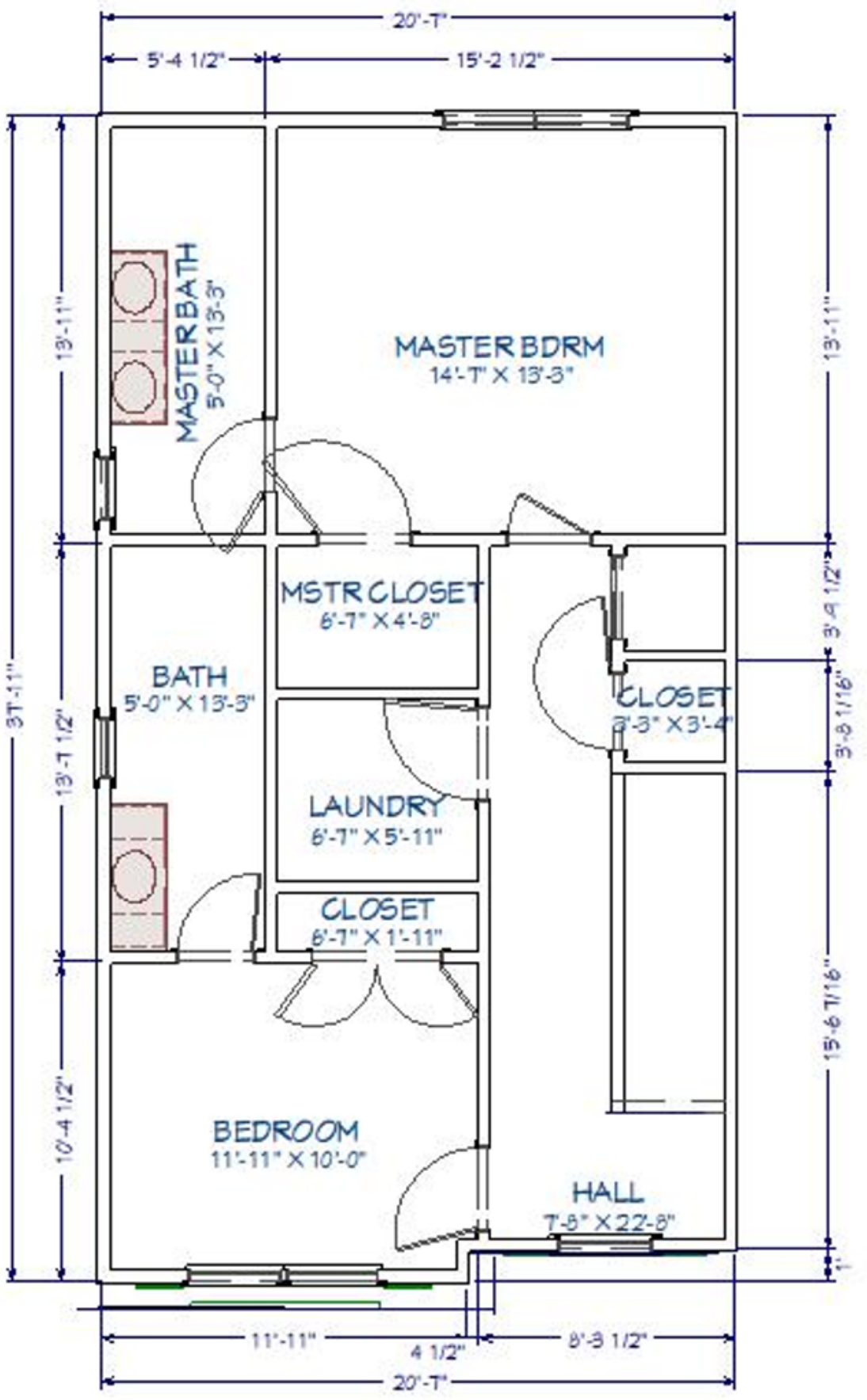




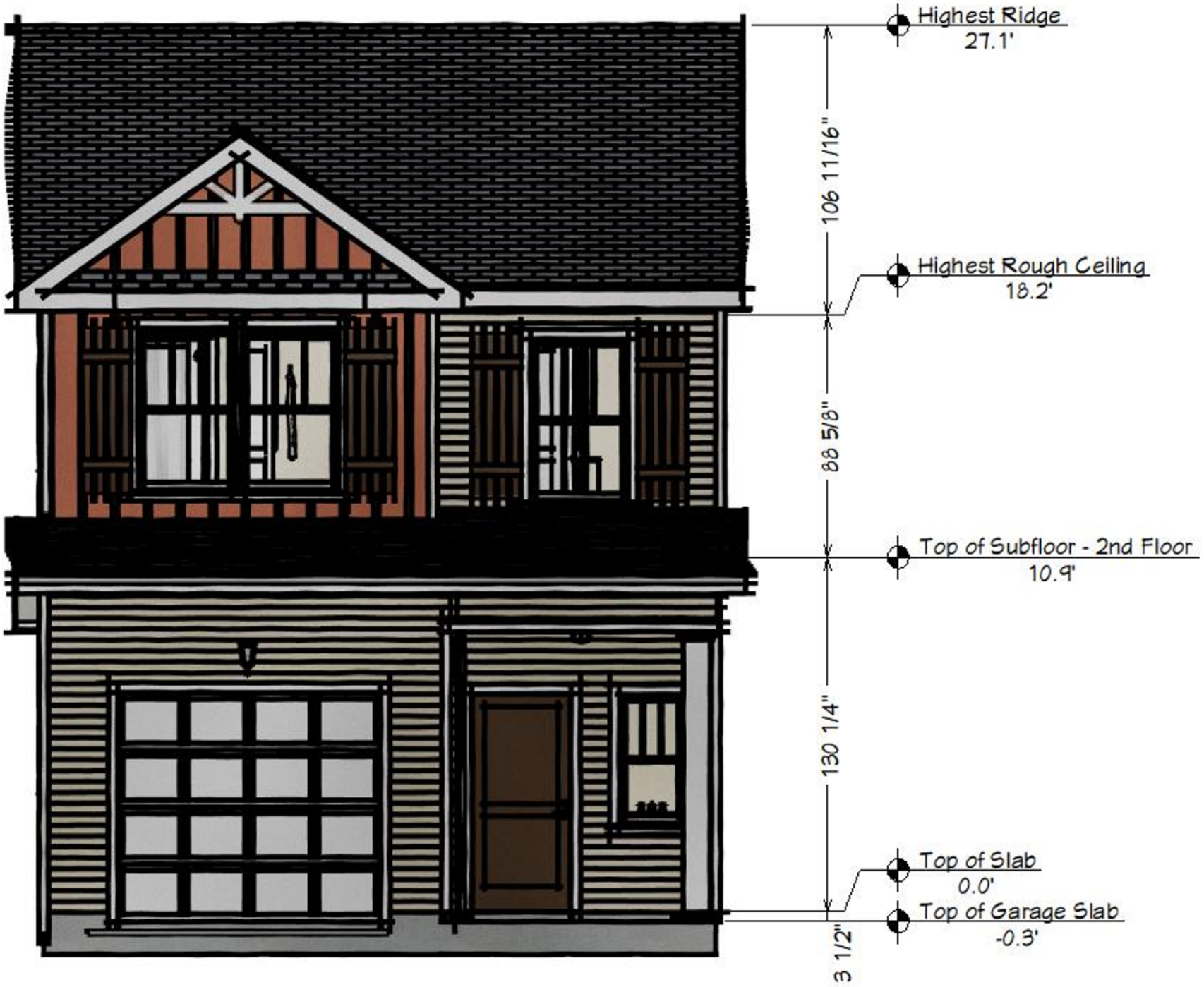
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)



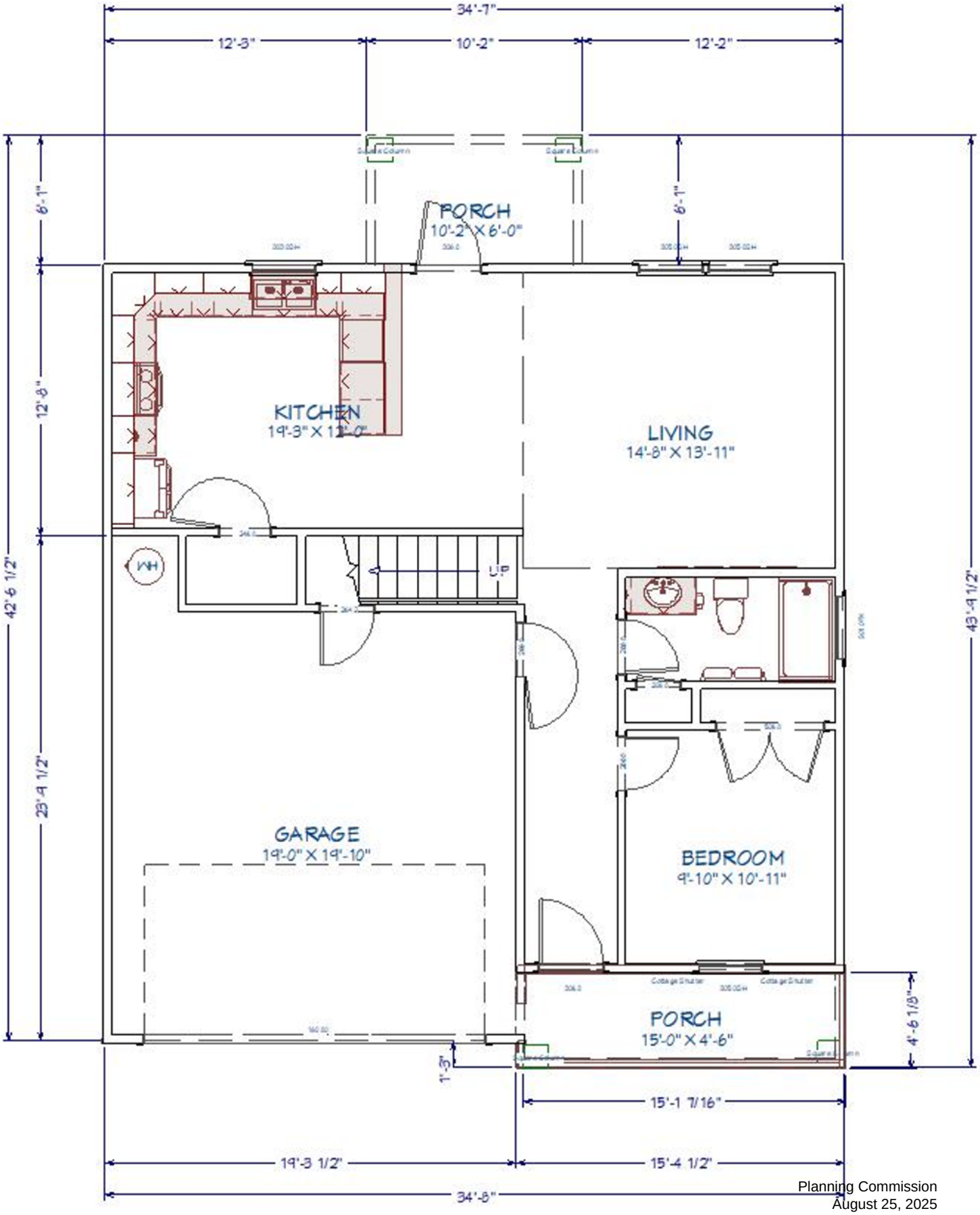
JENNINGS FRONT ELEVATION



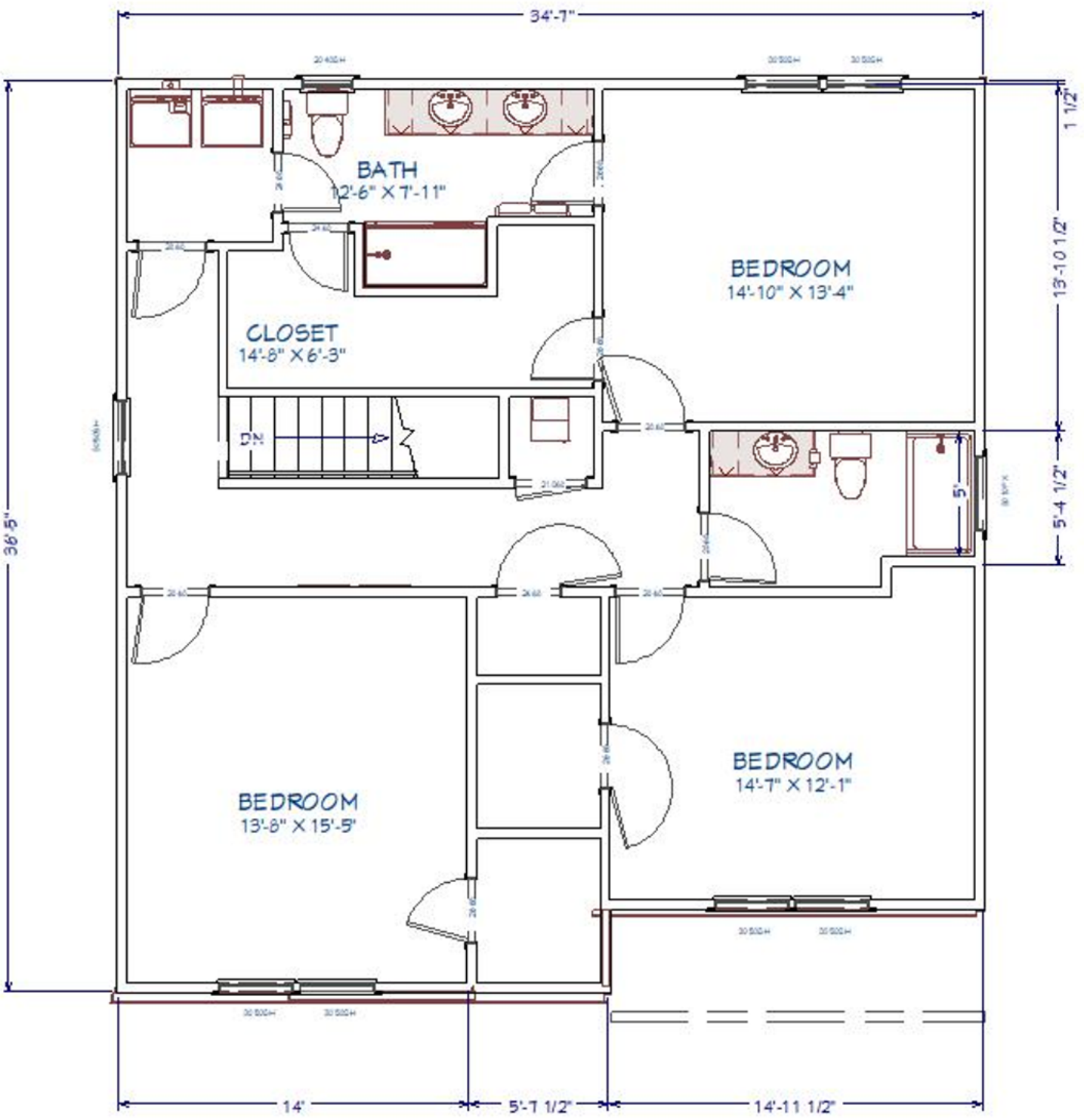
JENNINGS RENDERING



SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

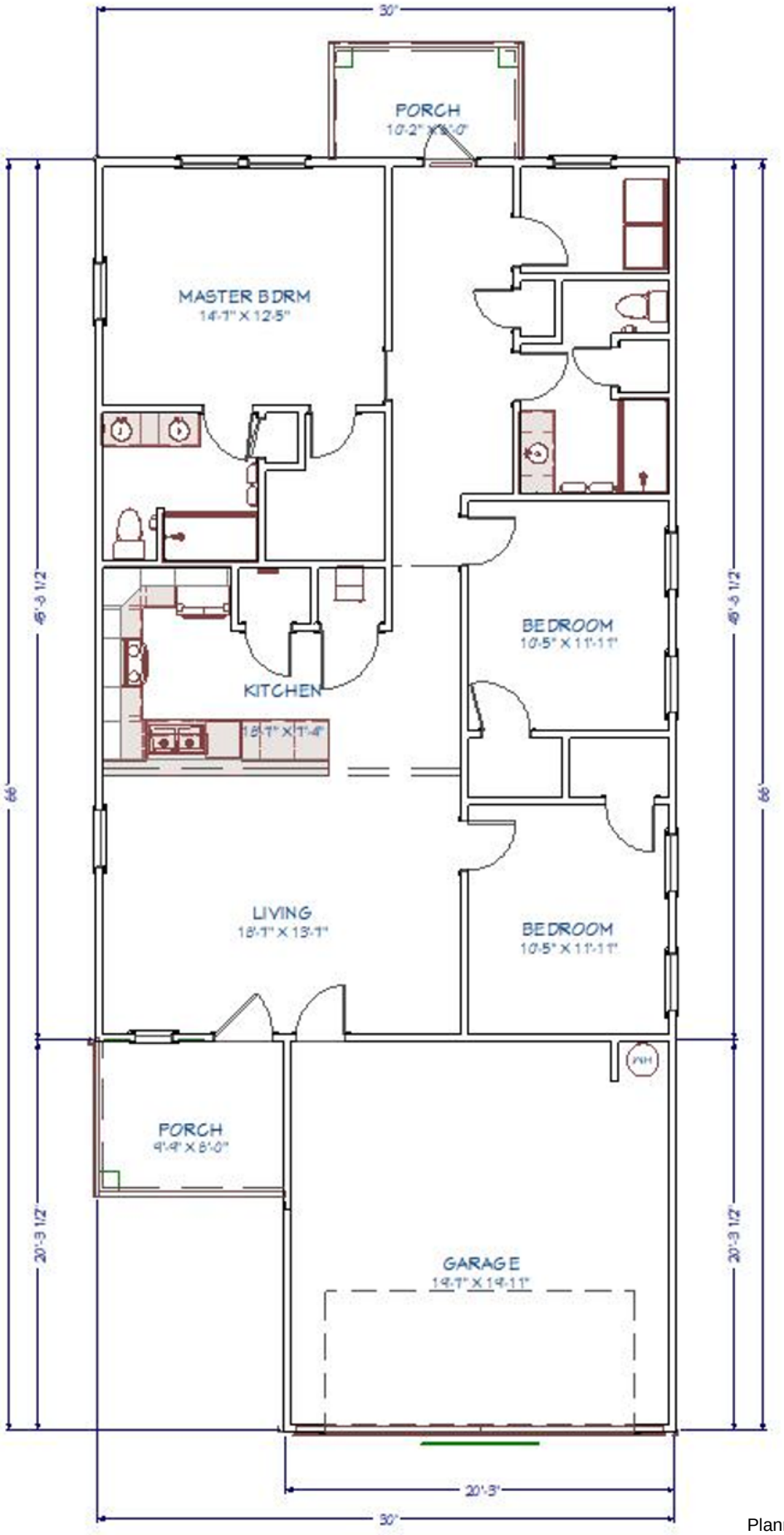


SPENCER RENDERINGS





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

DRAWINGS ARE FOR CONCEPTUAL PURPOSES ONLY.
VICINITY AIMS TO REPLICATE DRAWINGS AS PRECISE AS POSSIBLE, HOWEVER, FINAL COLOR, TEXTURE, MATERIALS, FABRICATION/INSTALLATION METHODS MAY VARY FROM DRAWINGS AND IS TO BE EXPECTED.

www.vicinitysignstudio.com

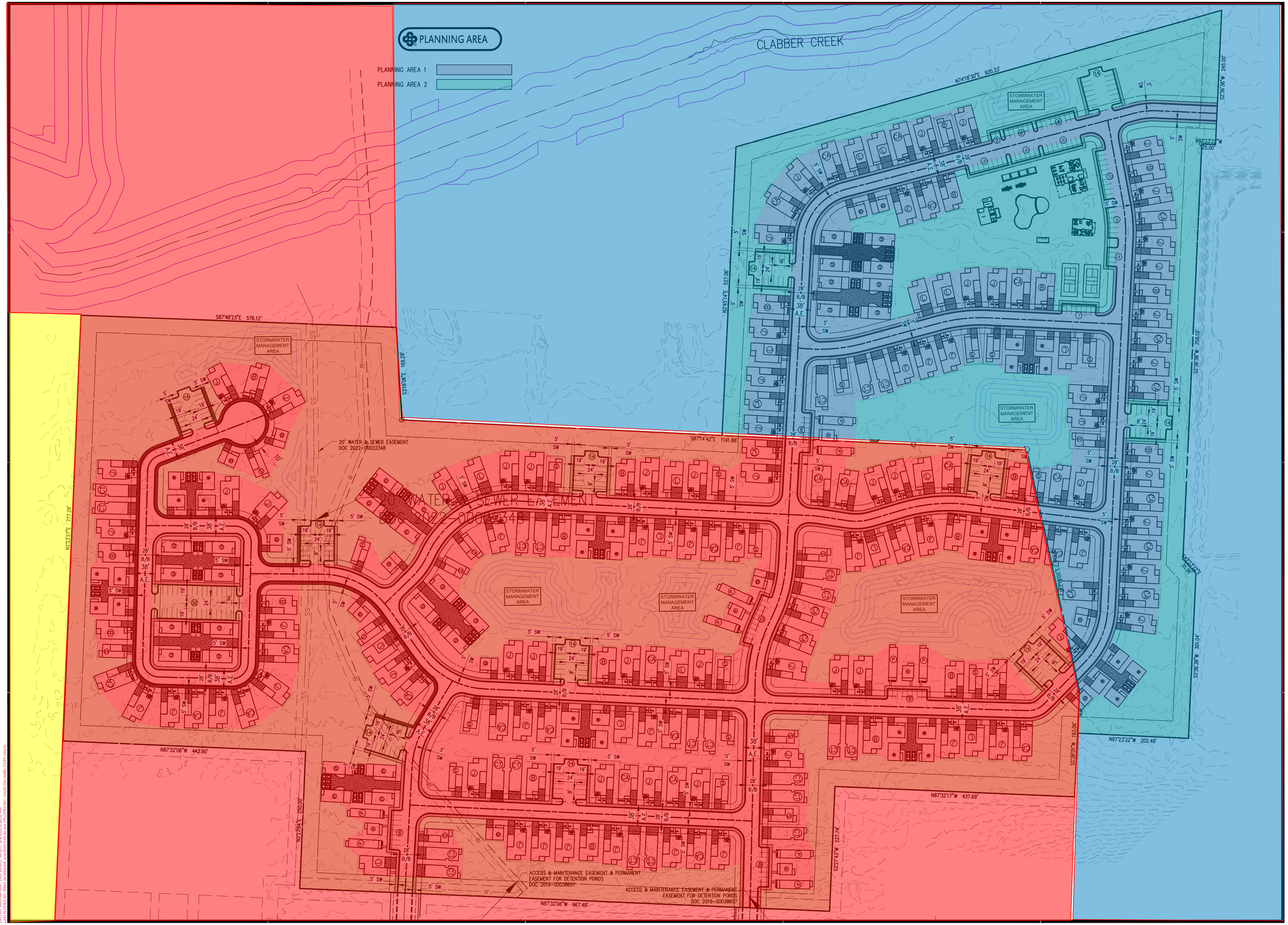
Vicinity SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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Permission must be authorized for any reproduction of these drawings.

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

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

PROJECT NO: 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 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	
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Intelligent Table Comparison: Active	
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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

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Time: 00:00 (AM/PM)	3:57 PM
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To: Name & Title	City Clerks Office
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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.

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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

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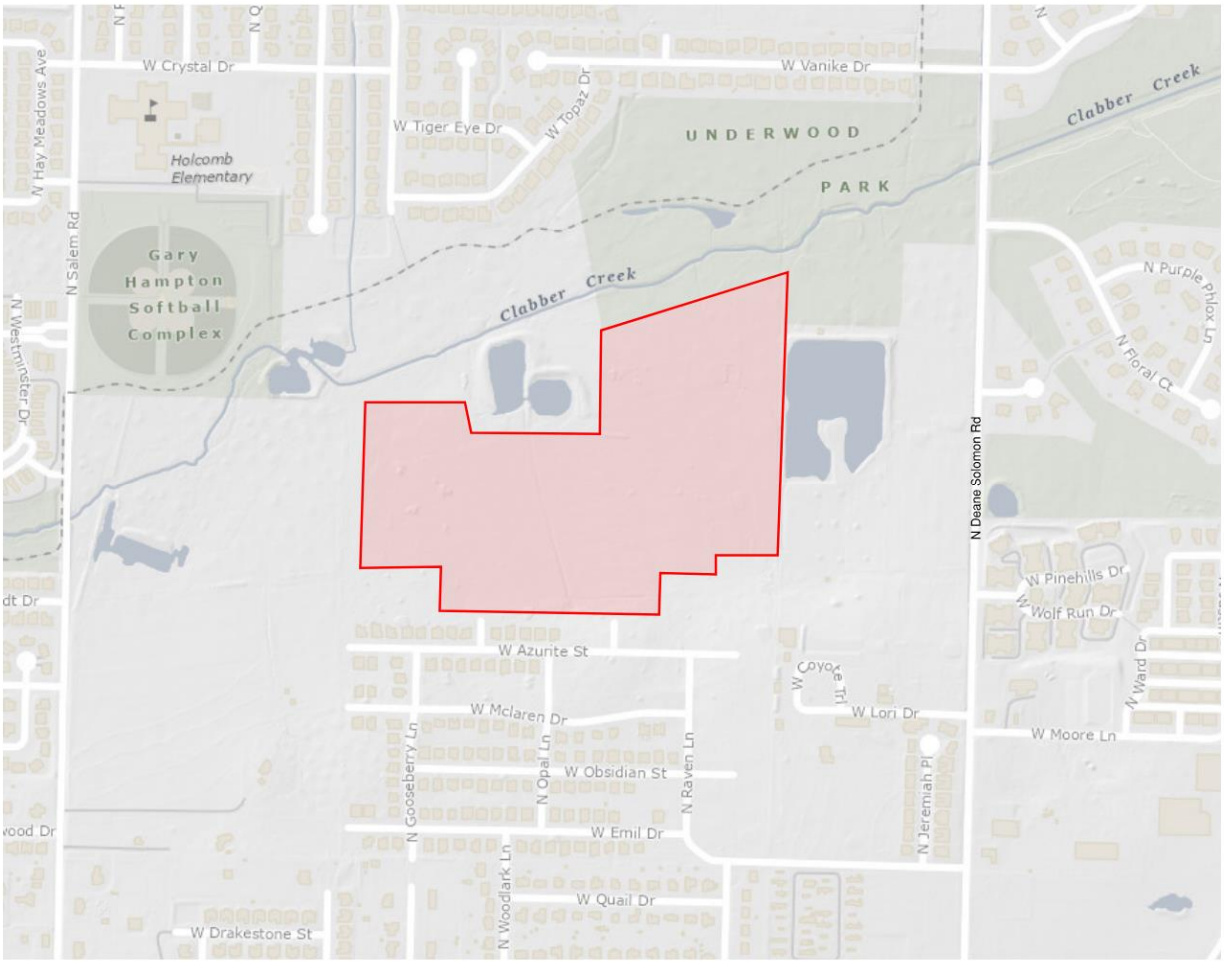
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A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

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.

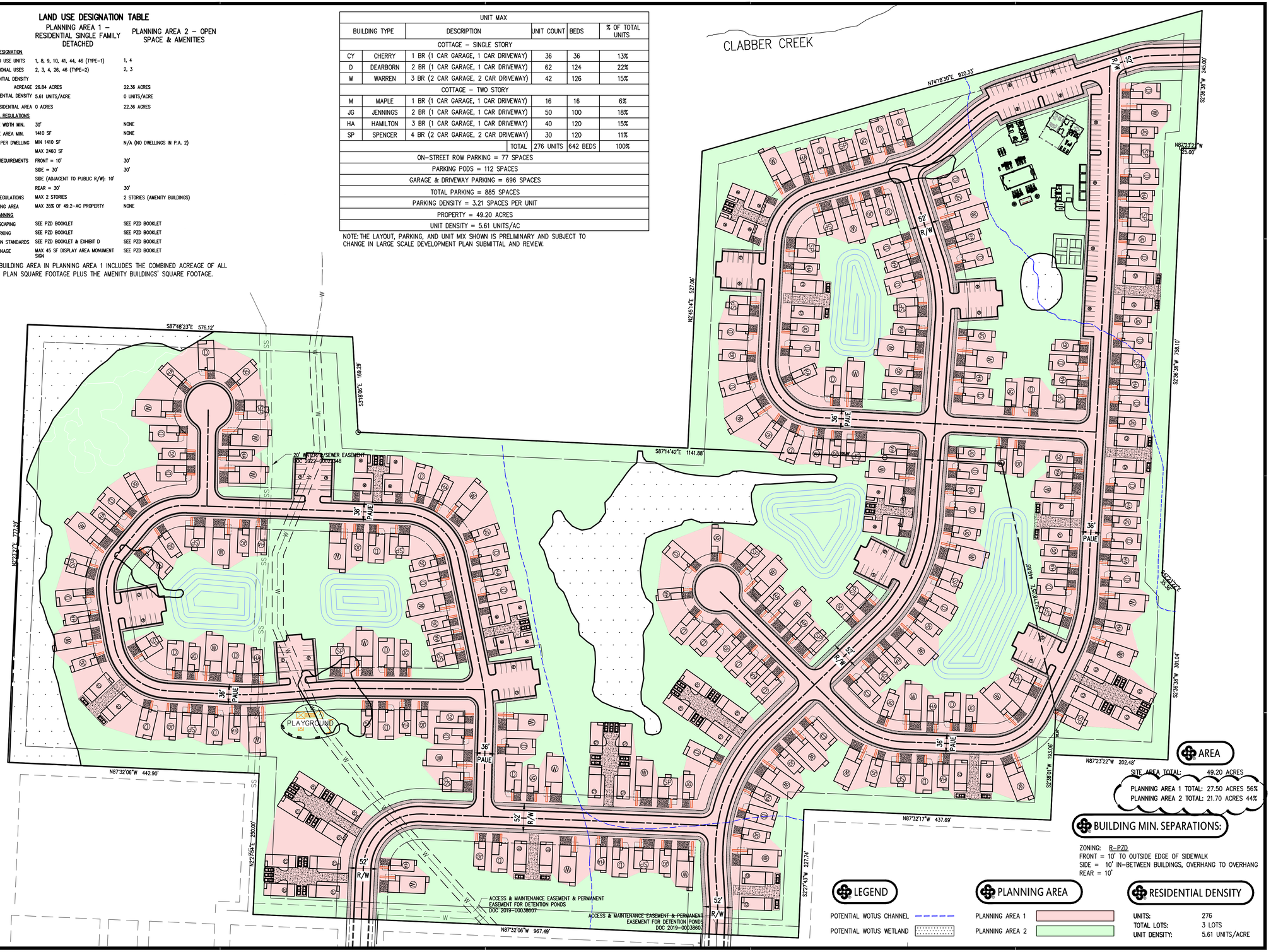
LAND USE DESIGNATION TABLE

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'

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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
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.

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

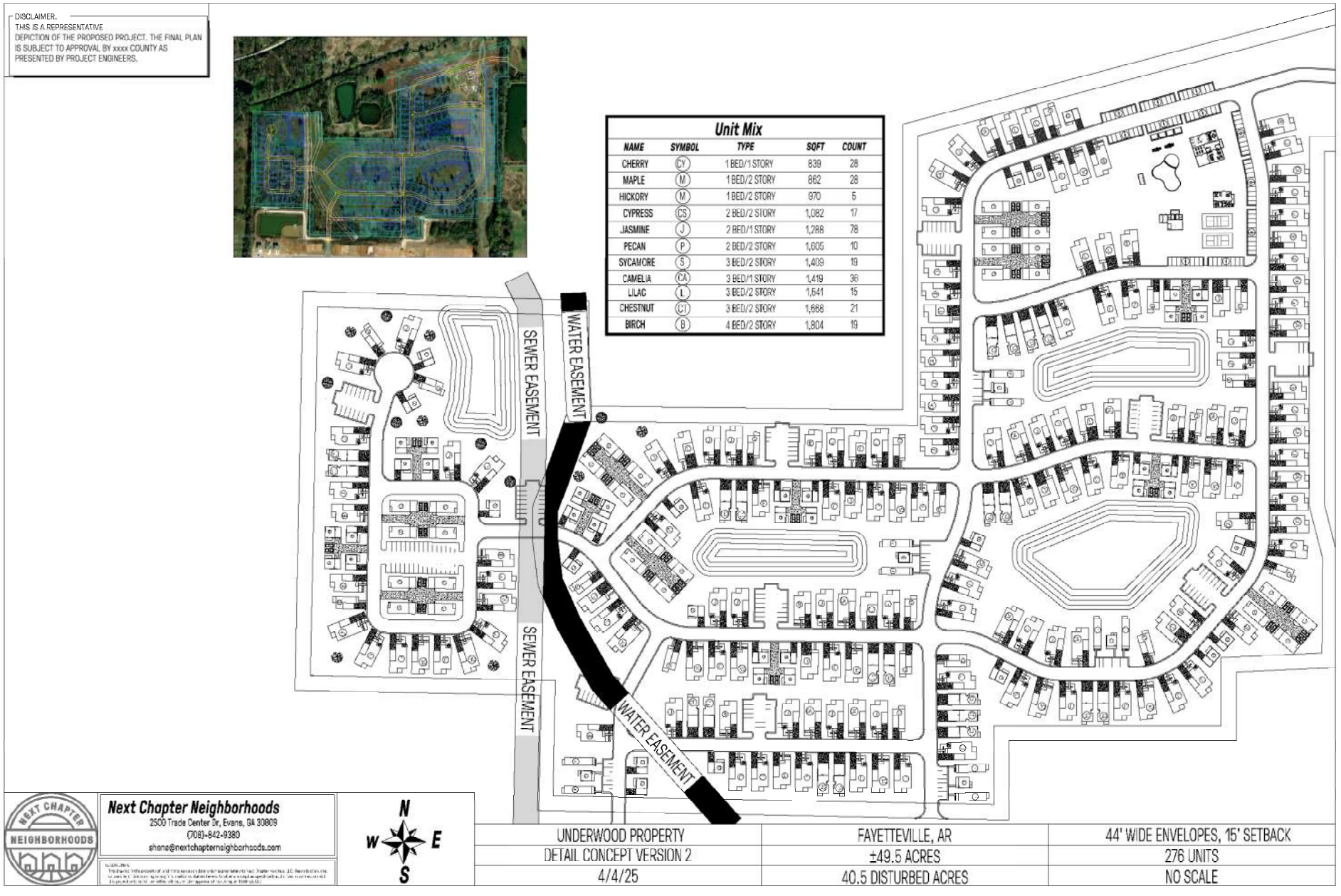


FIGURE 2. Proposed Site Plan
Underwood Property
Fayetteville, Arkansas

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.

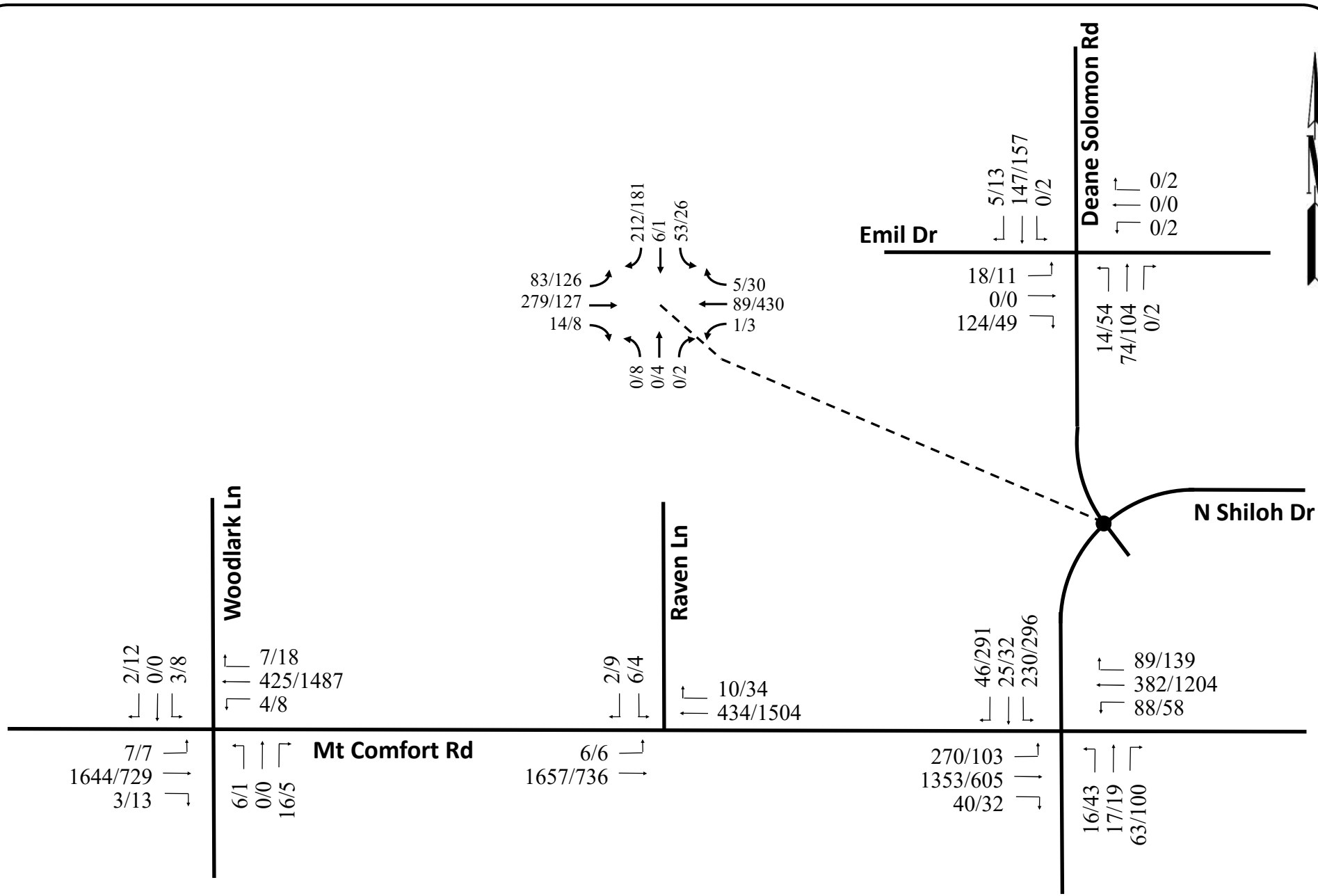
Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Multifamily Housing (Low-Rise)* category was selected to determine the trip generation for the proposed site. The resulting traffic volumes projected to be generated by the proposed site 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

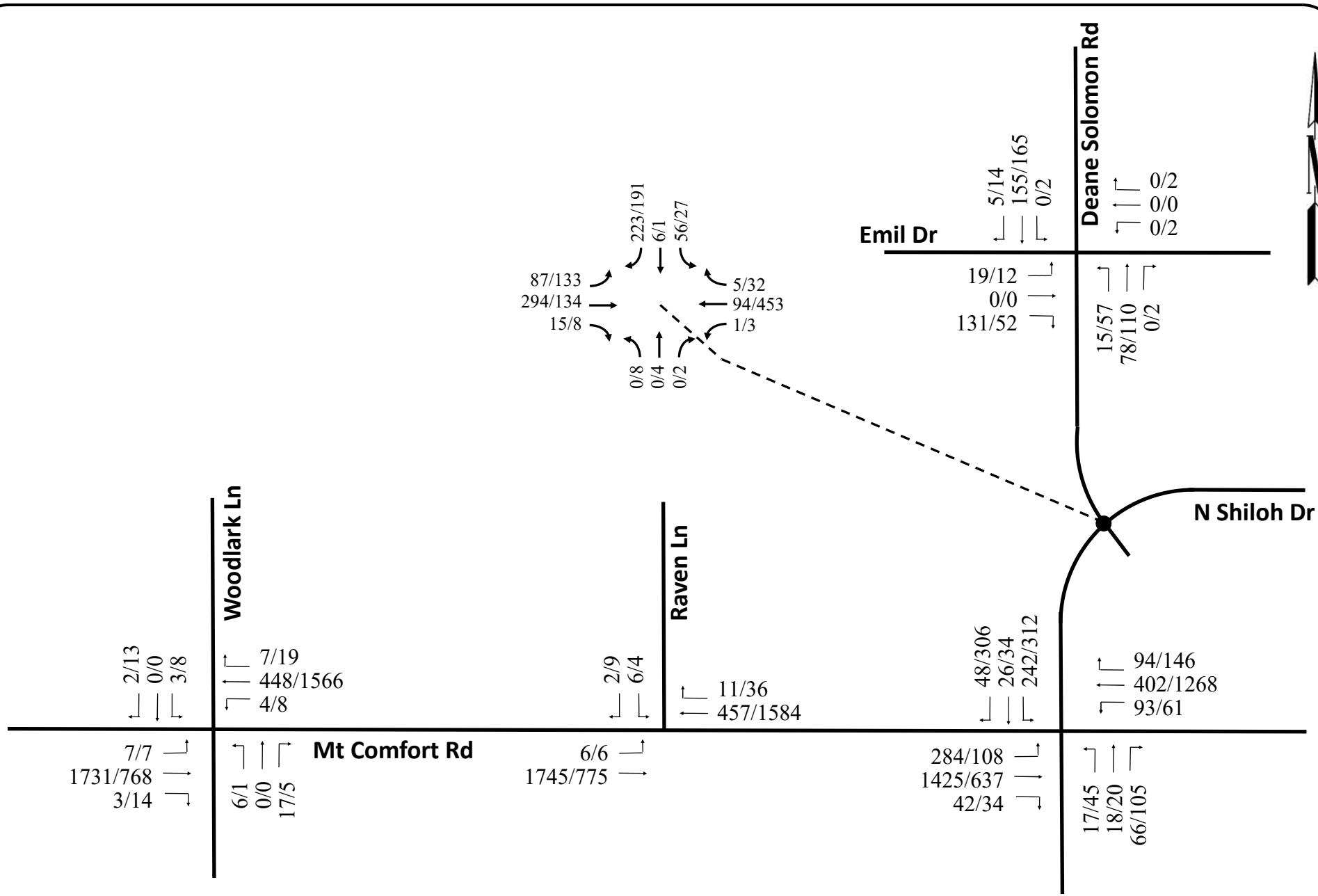
* Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.



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

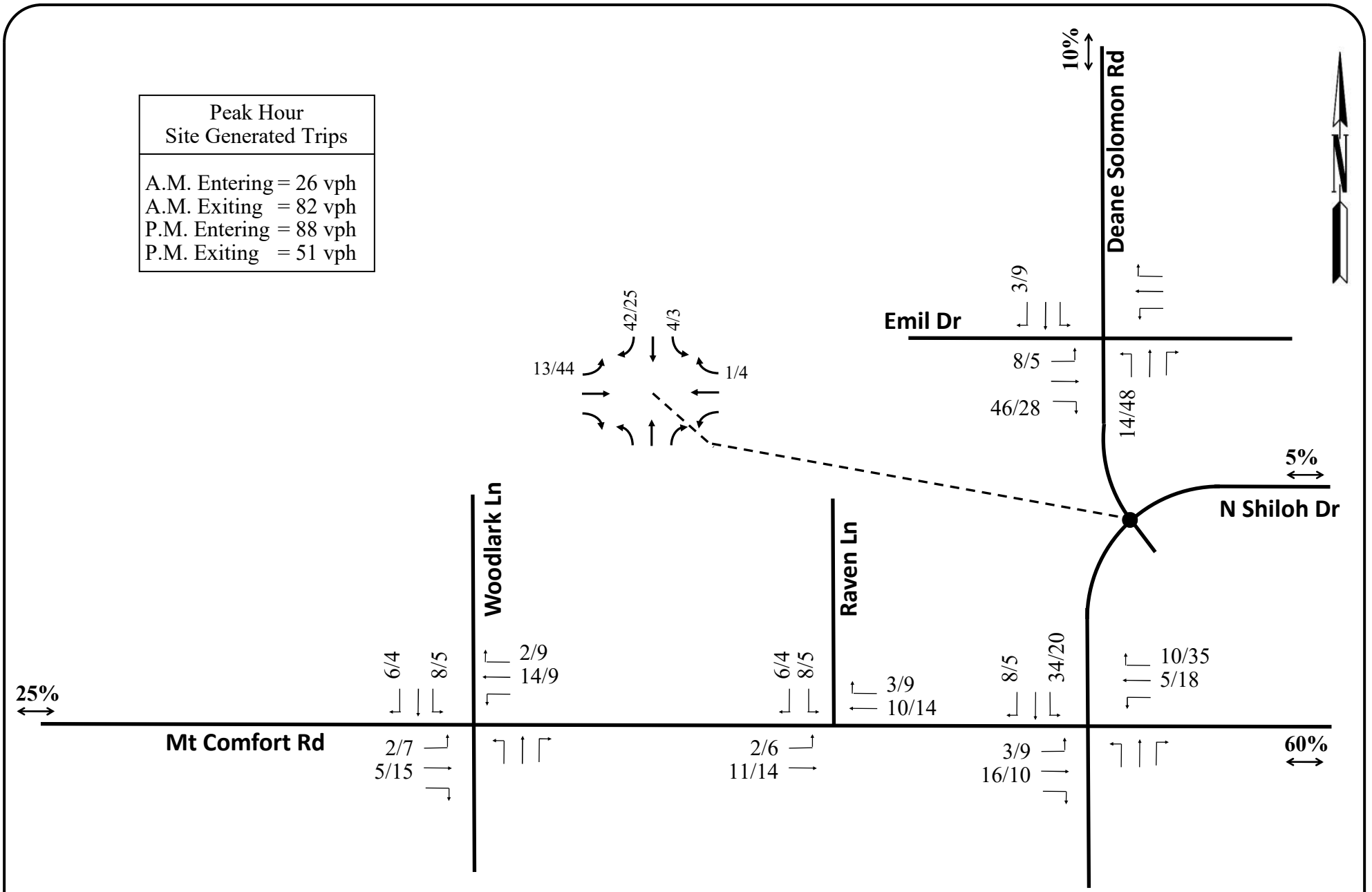
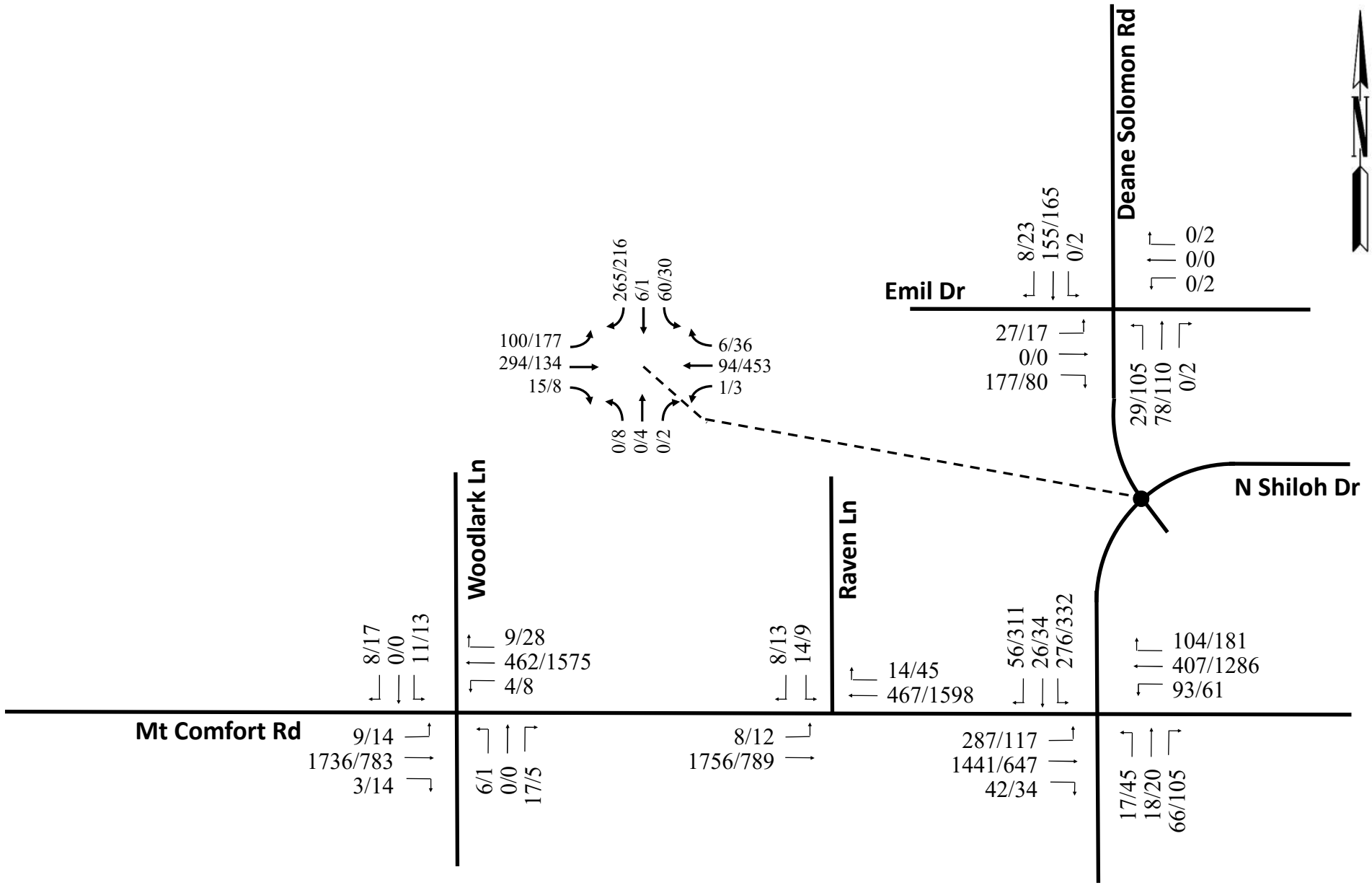


FIGURE 5. Proposed Site Trips
Underwood Property
Fayetteville, Arkansas



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

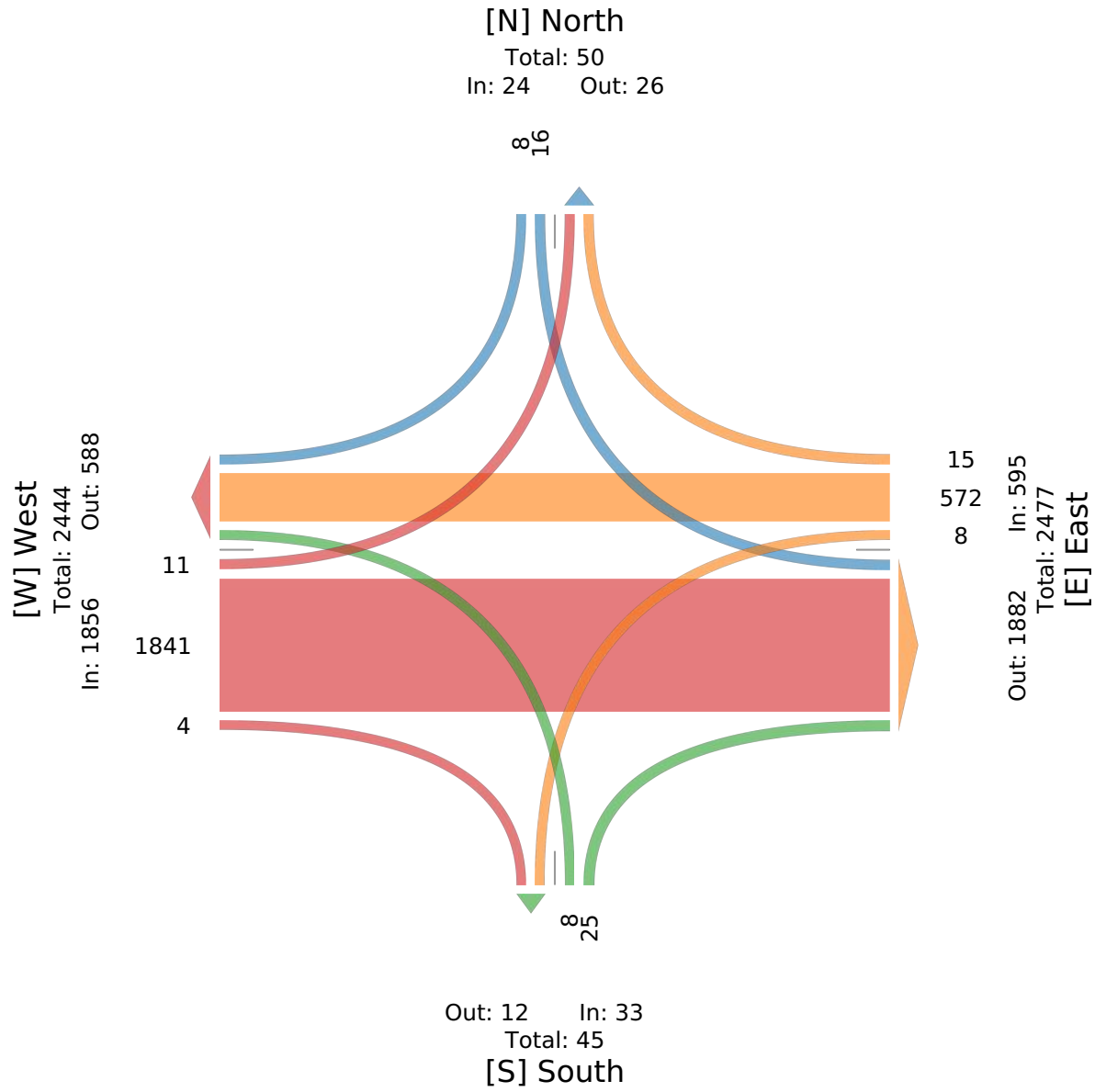
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

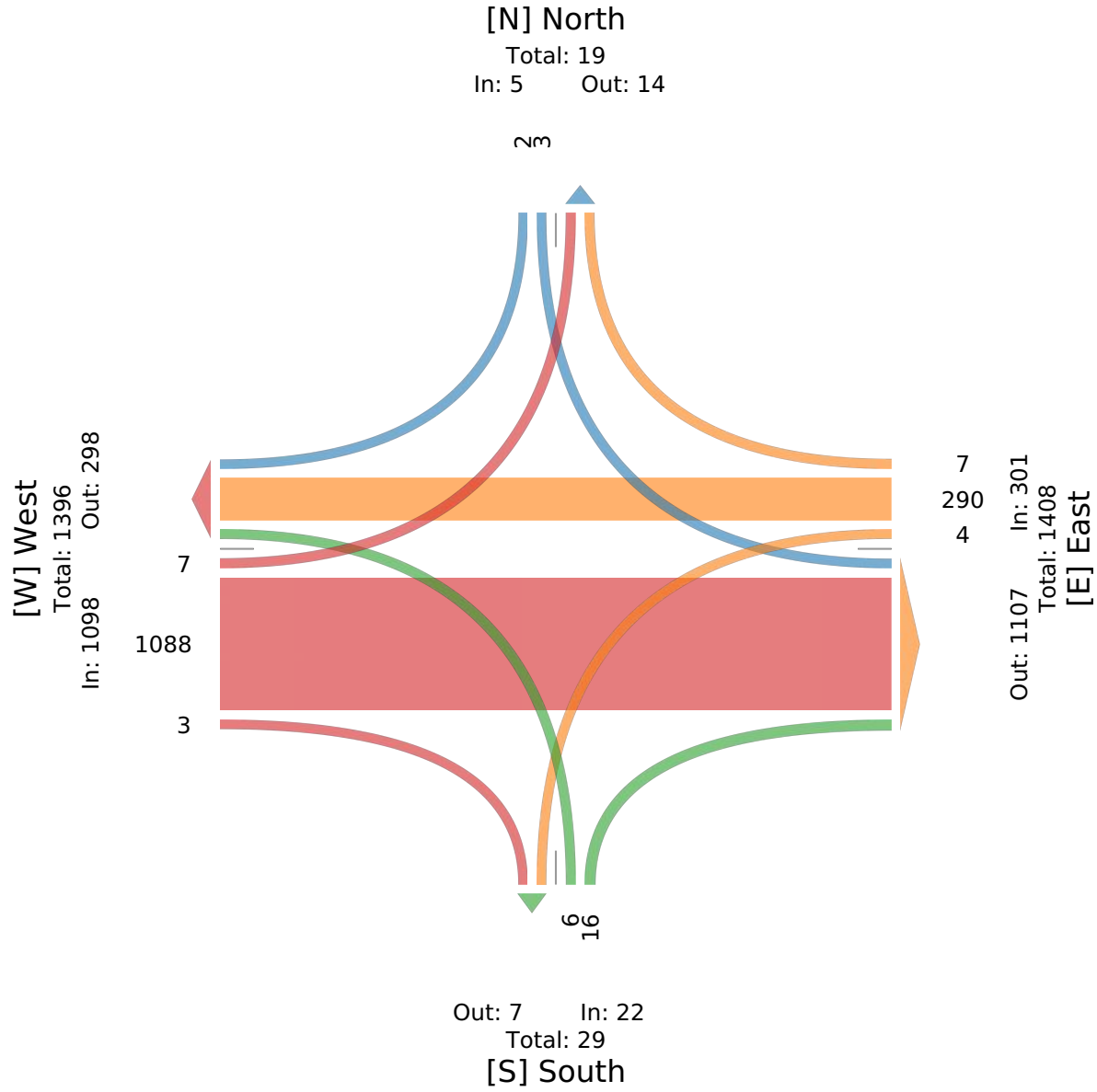
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

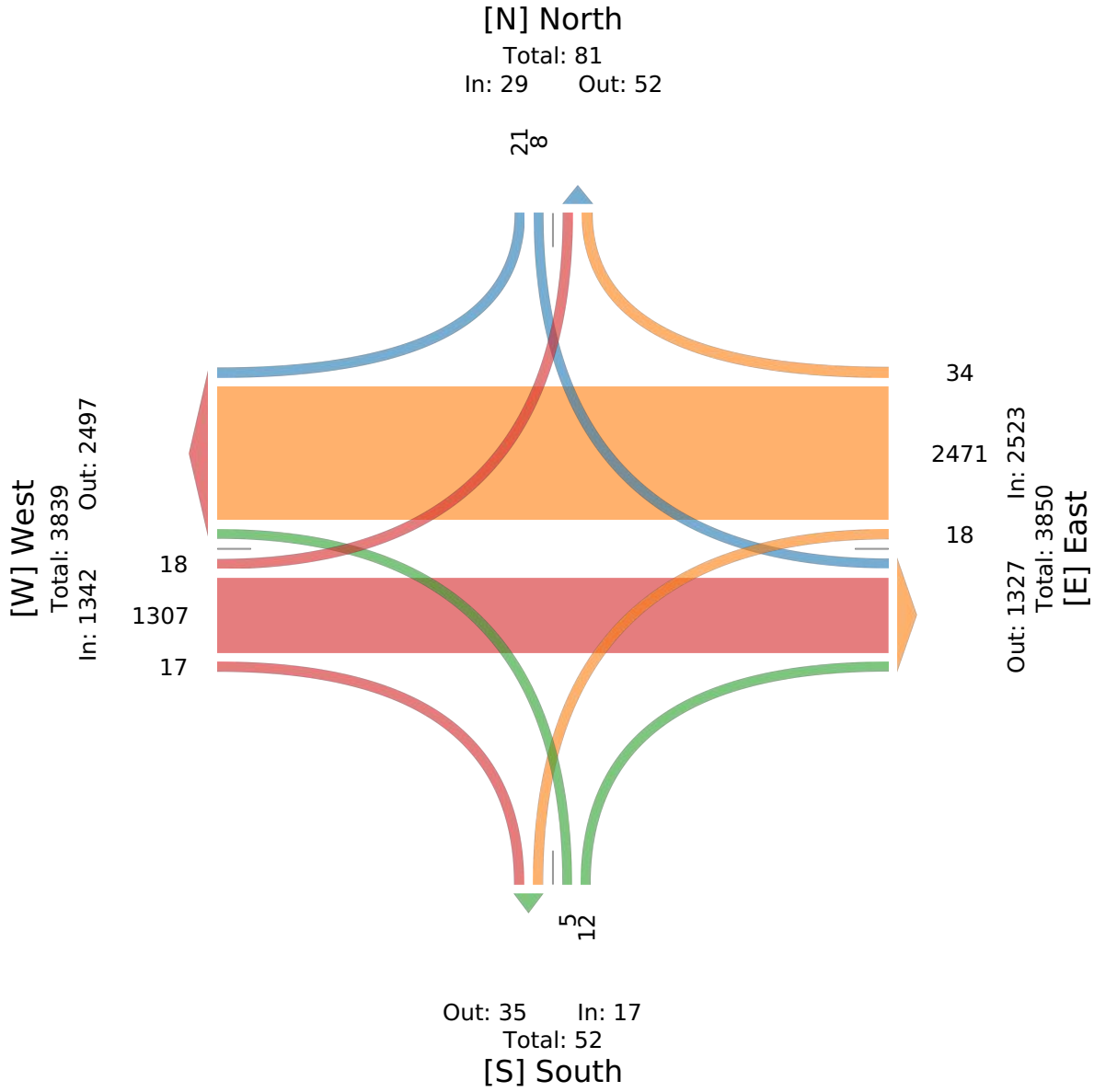
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

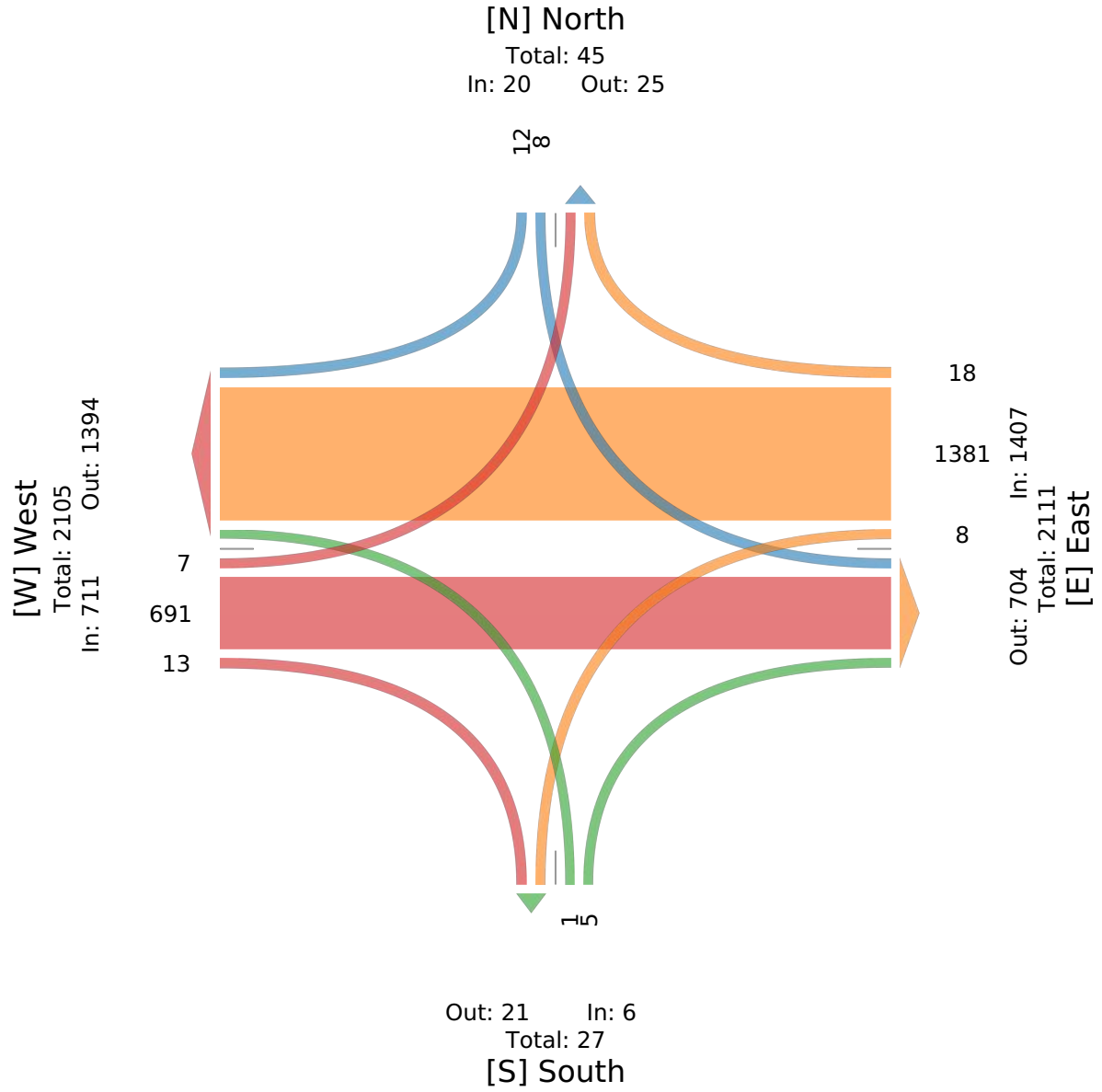
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

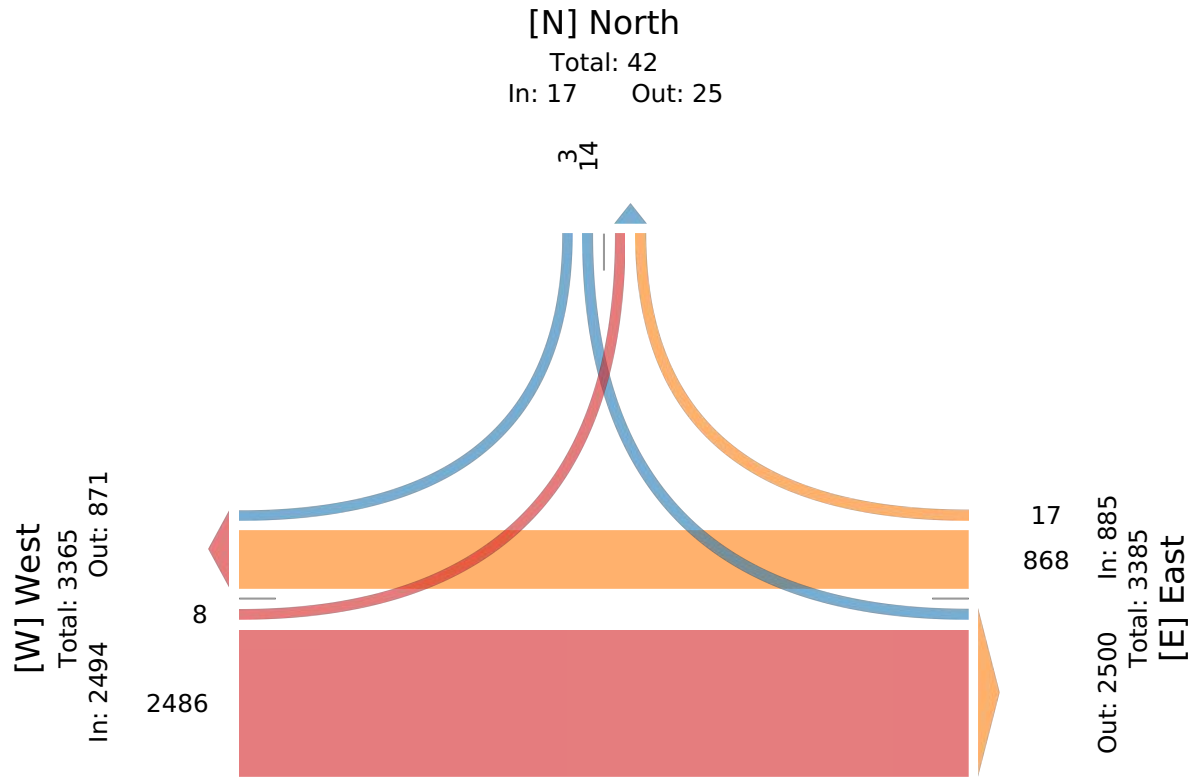
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

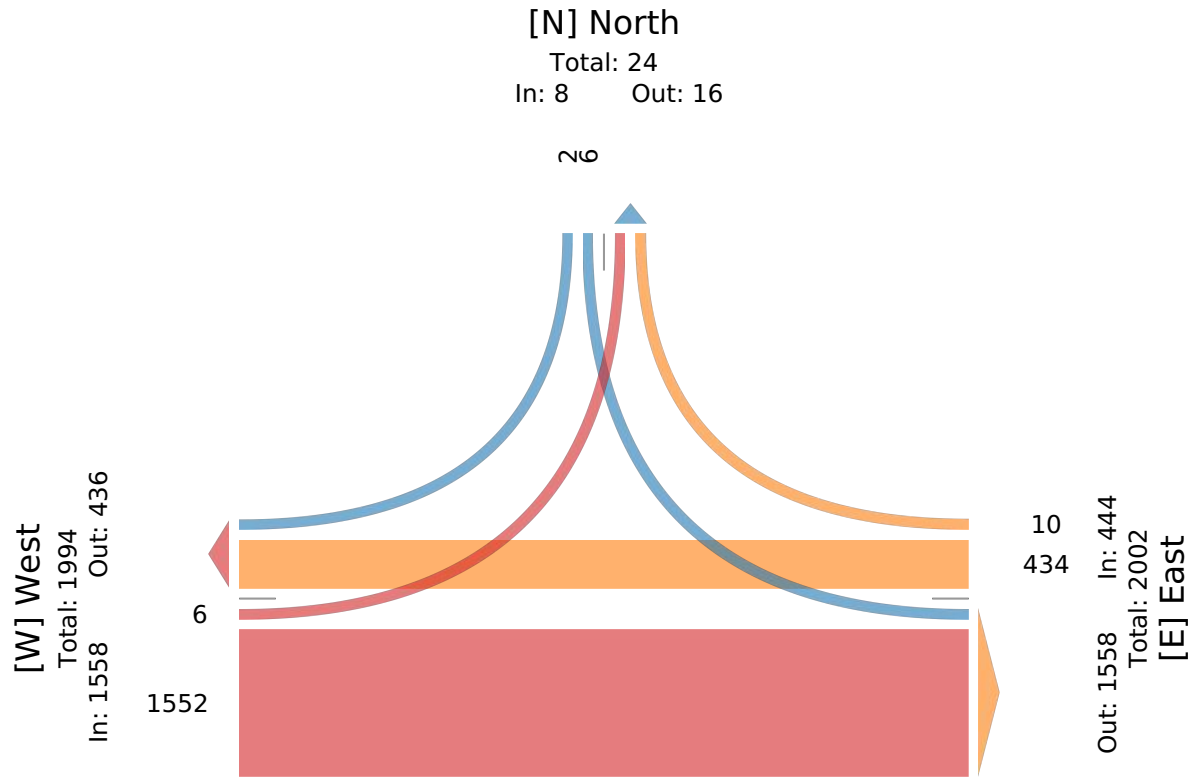
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

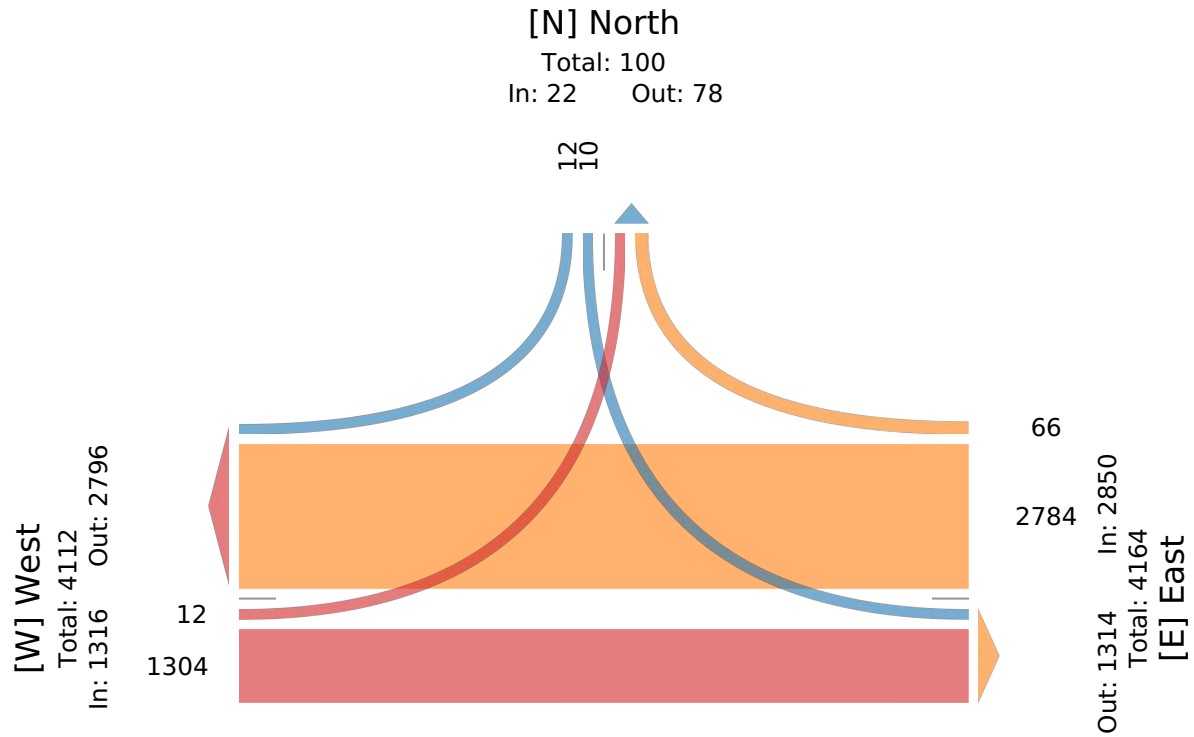
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

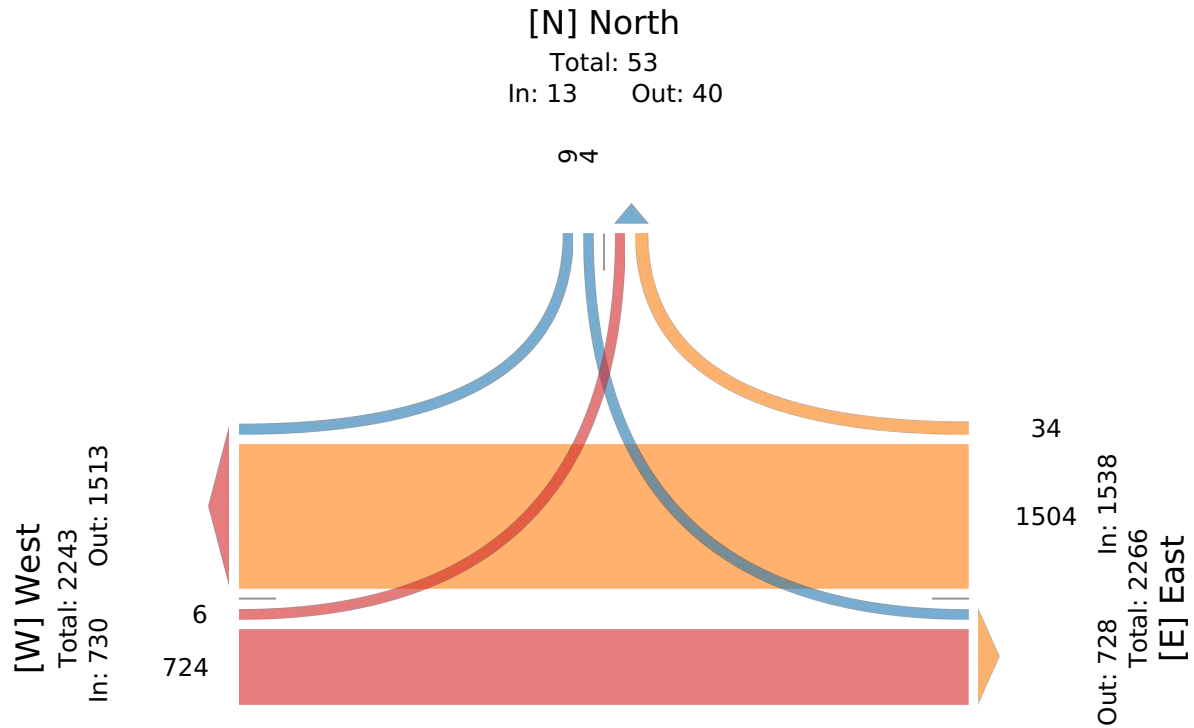
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

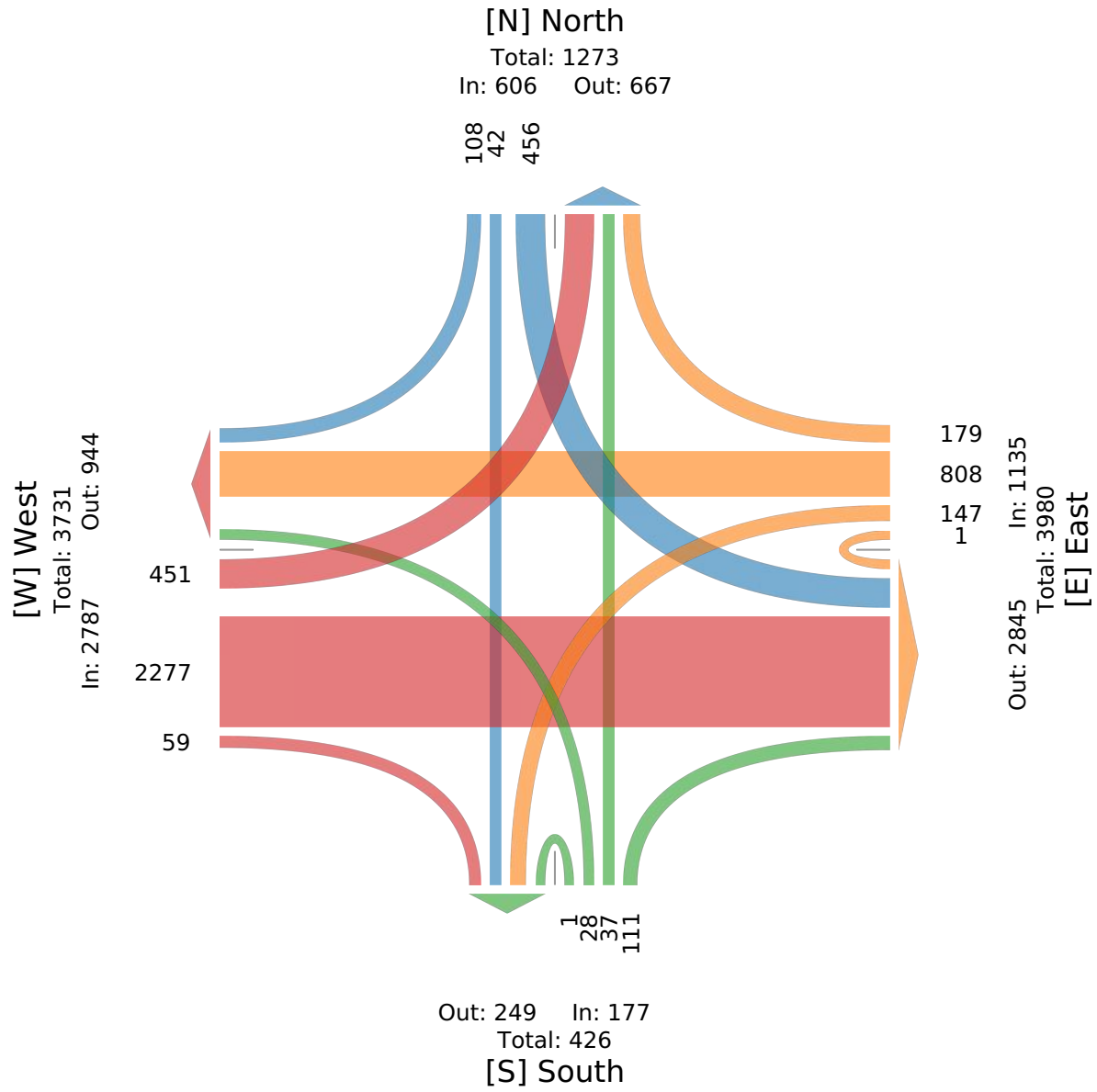
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

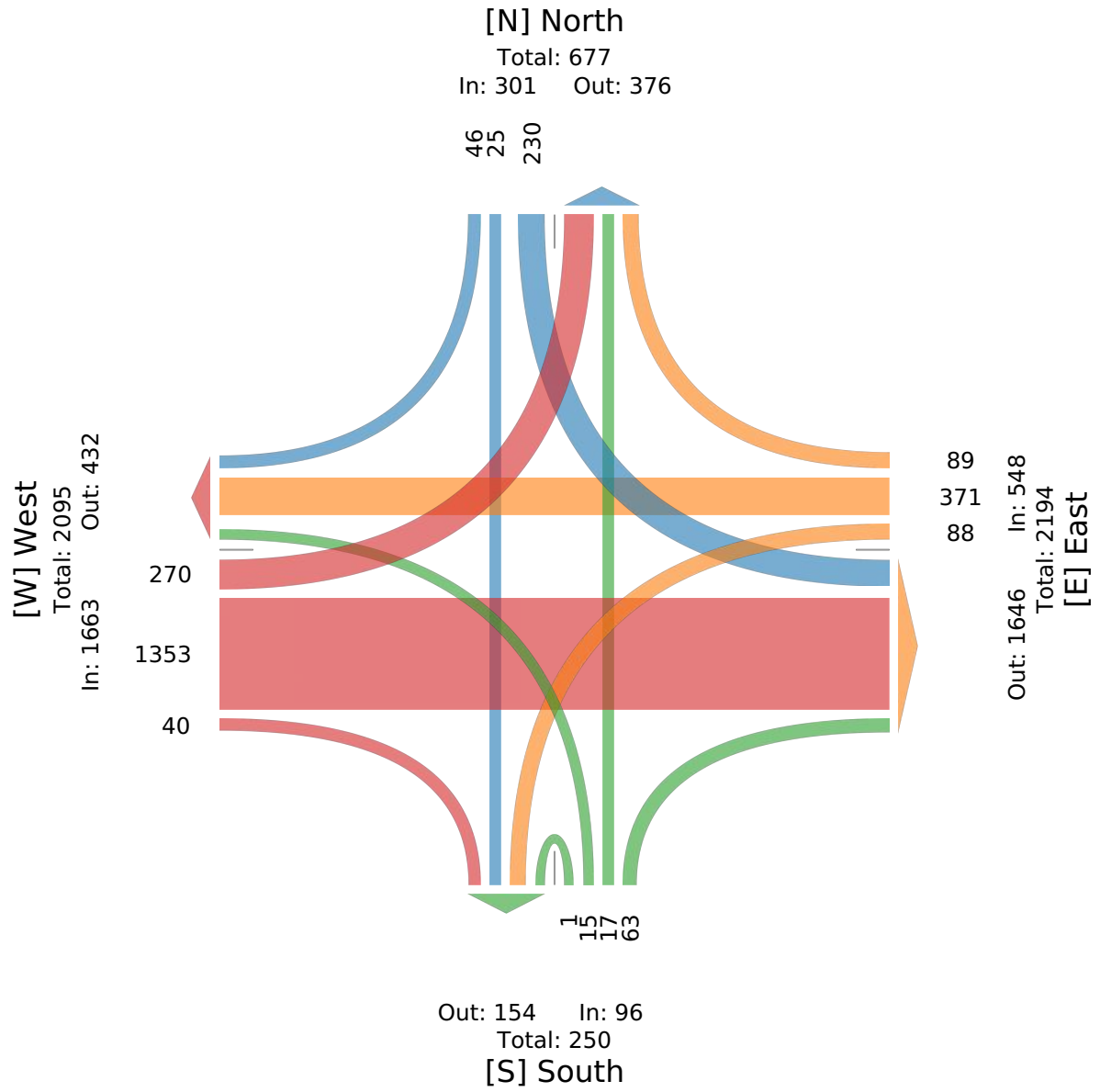
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

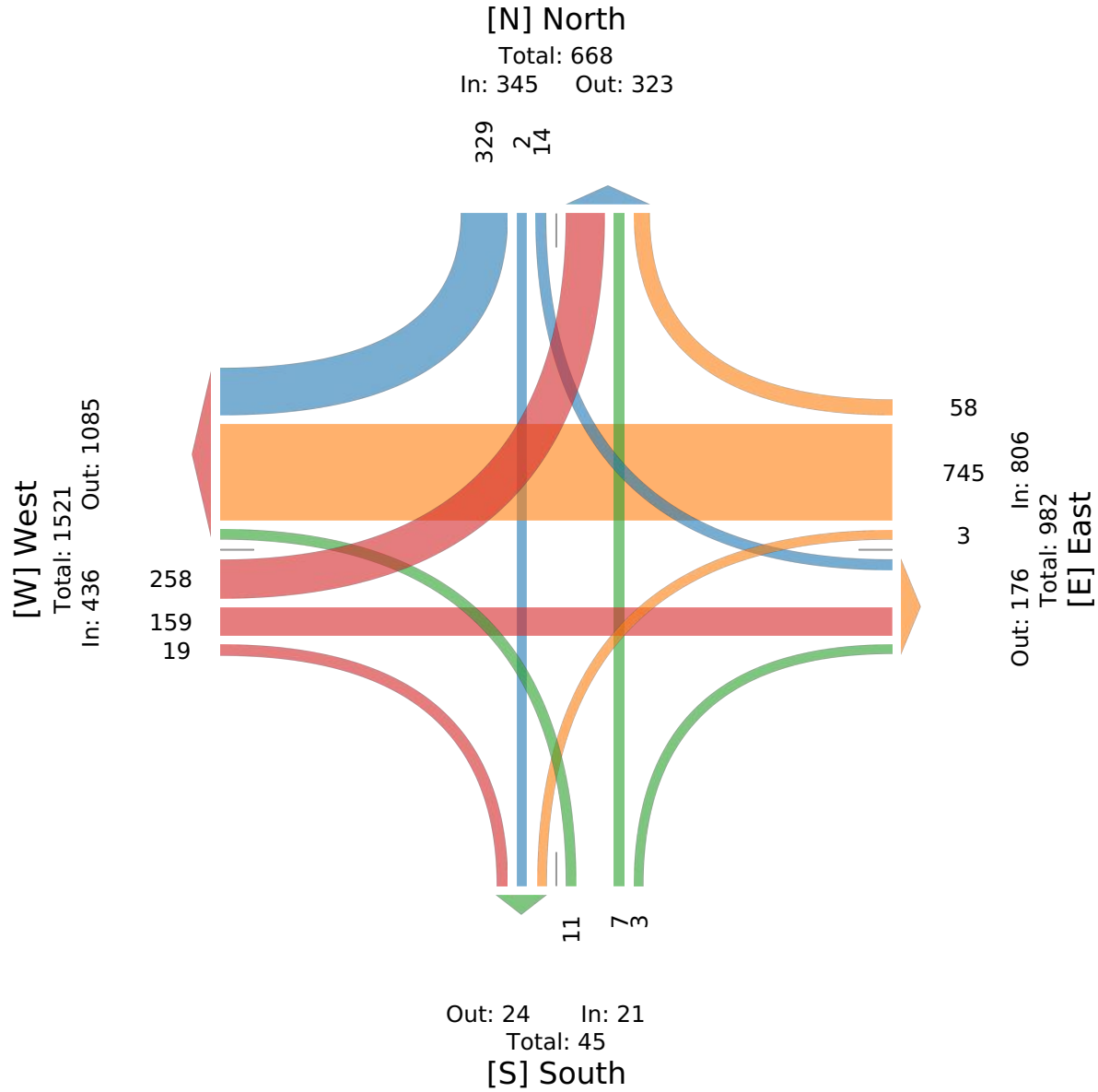
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

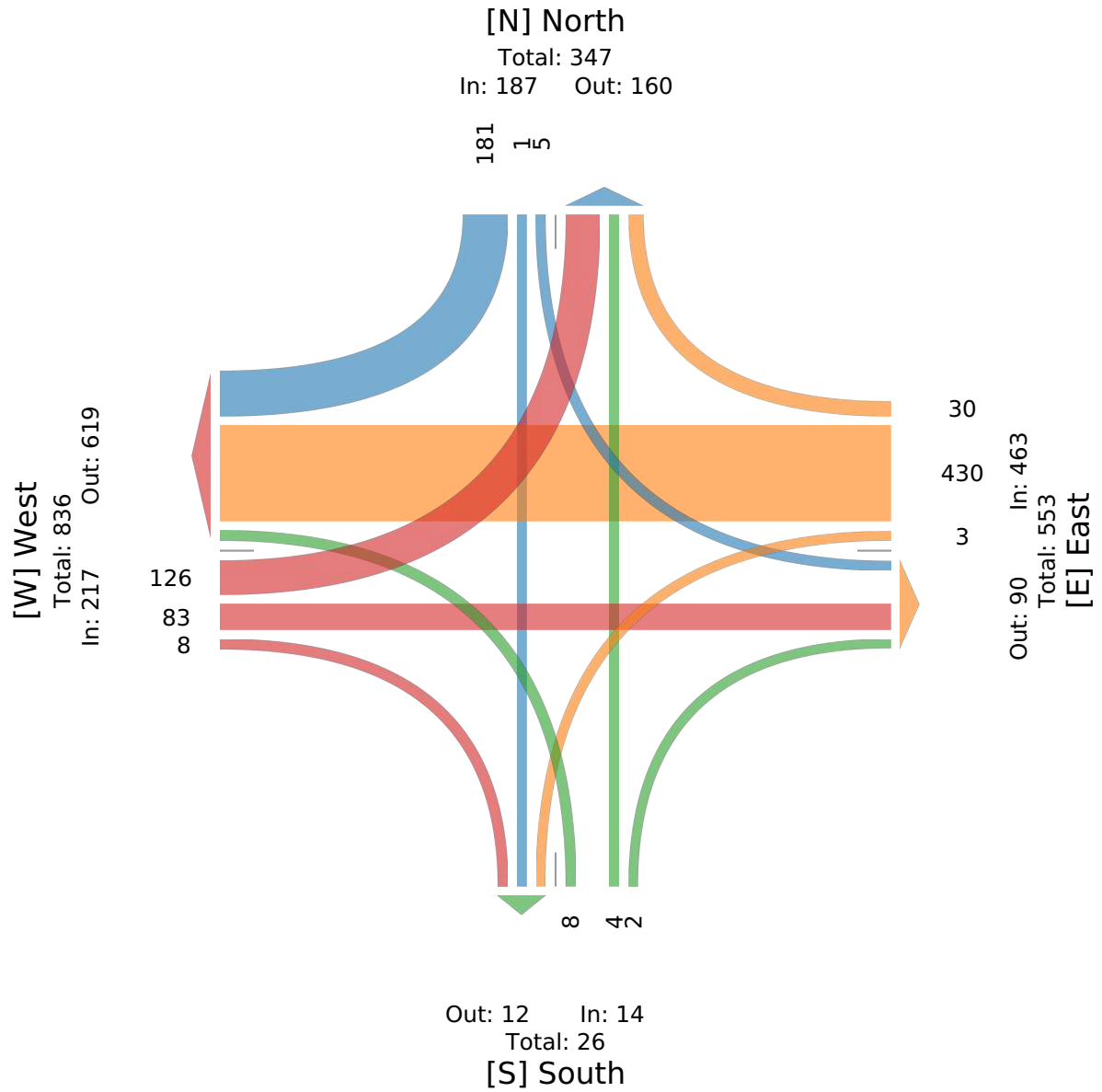
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

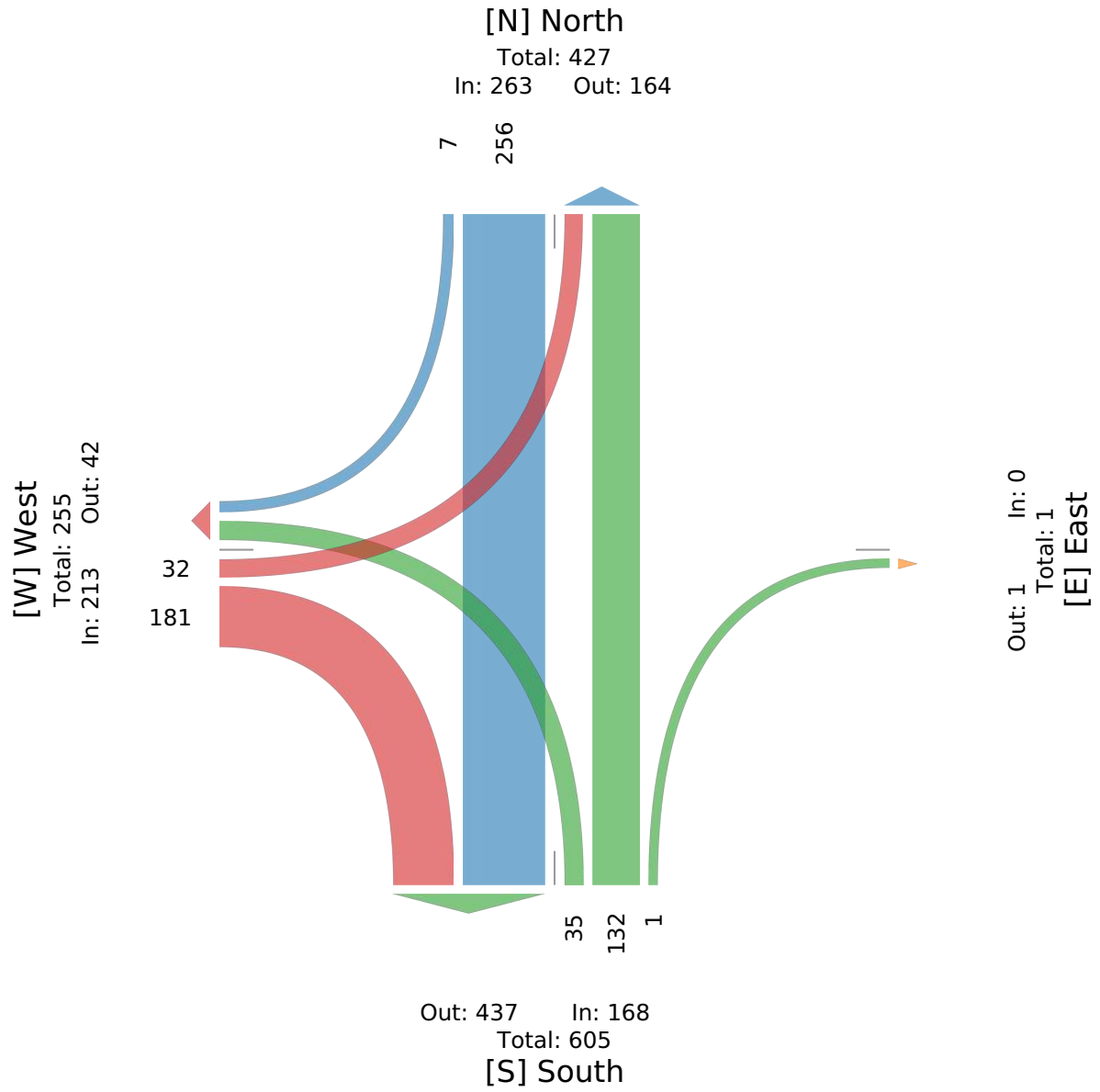
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

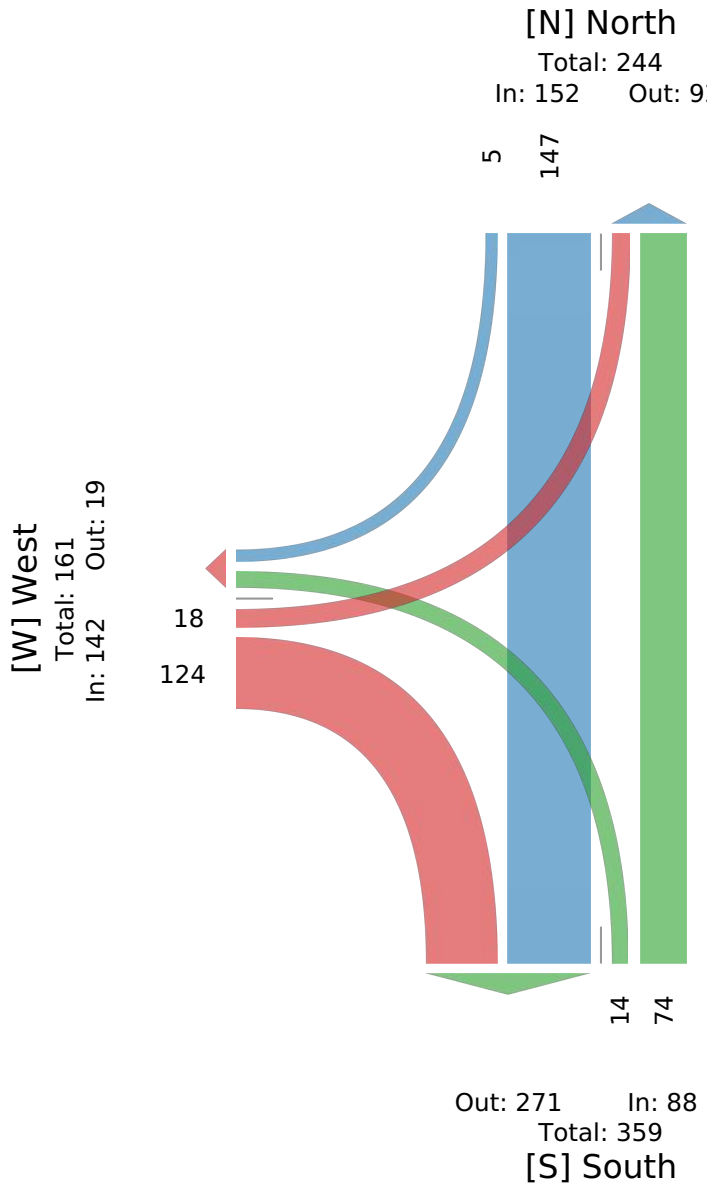
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

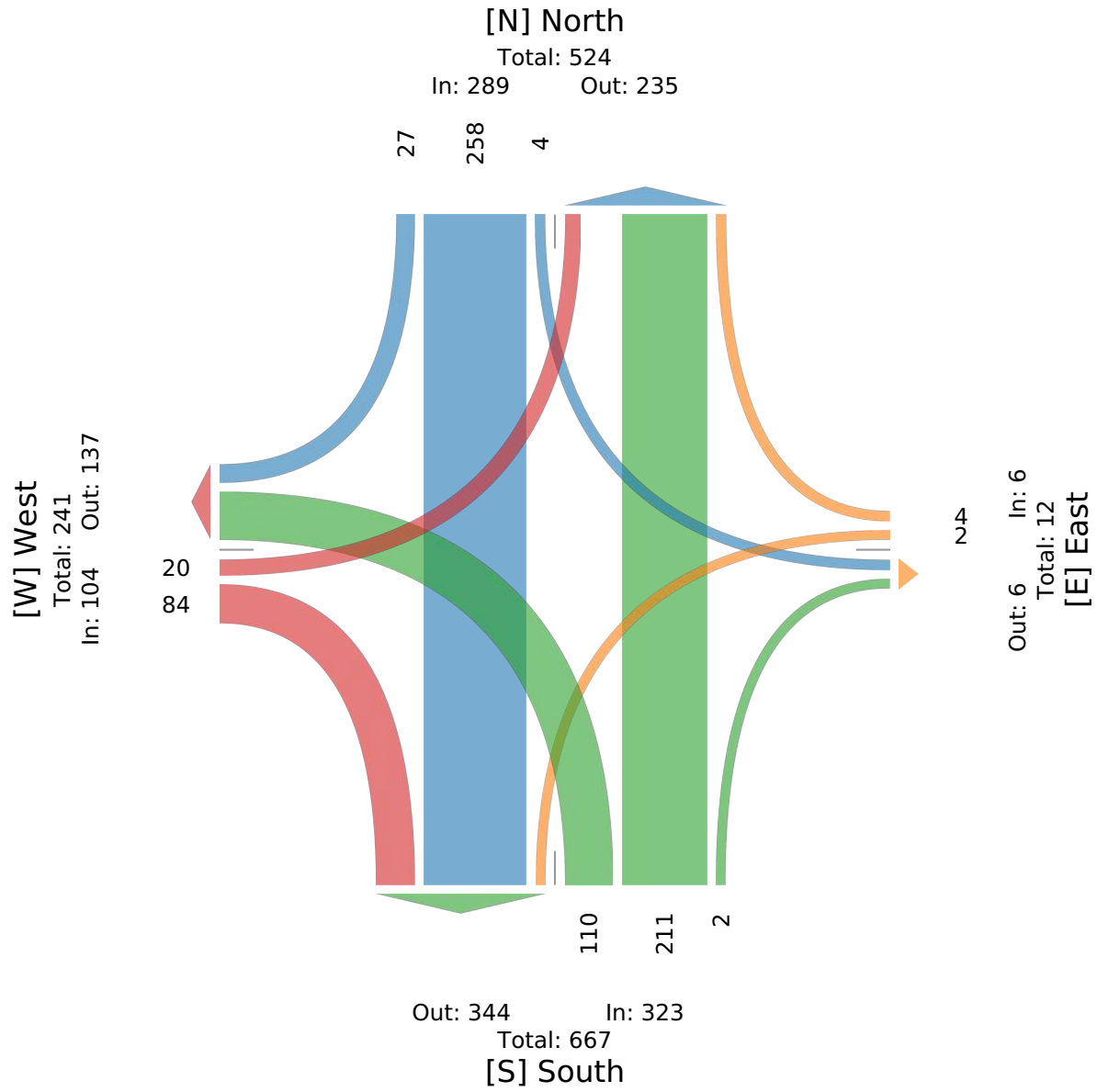
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

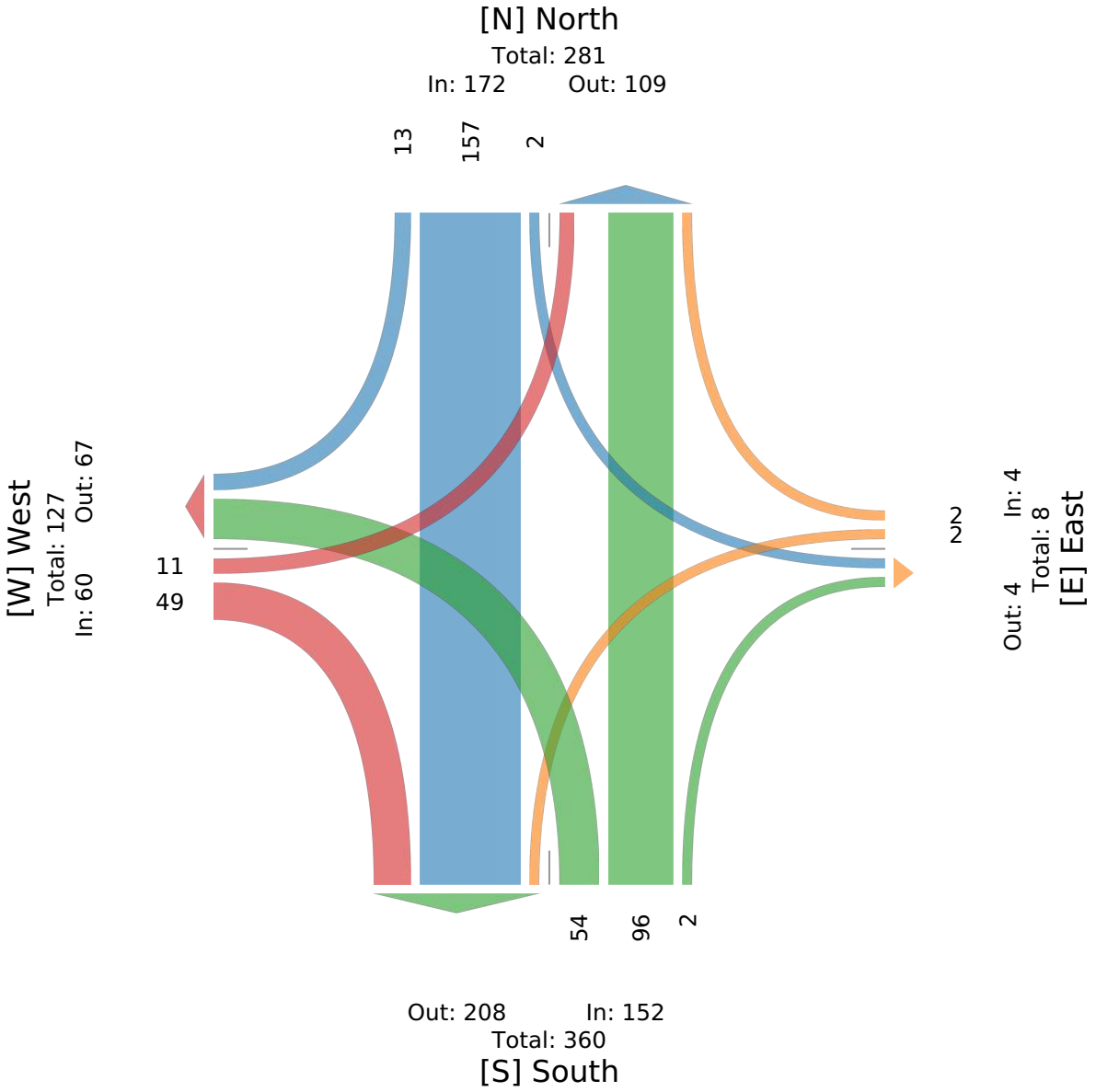
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

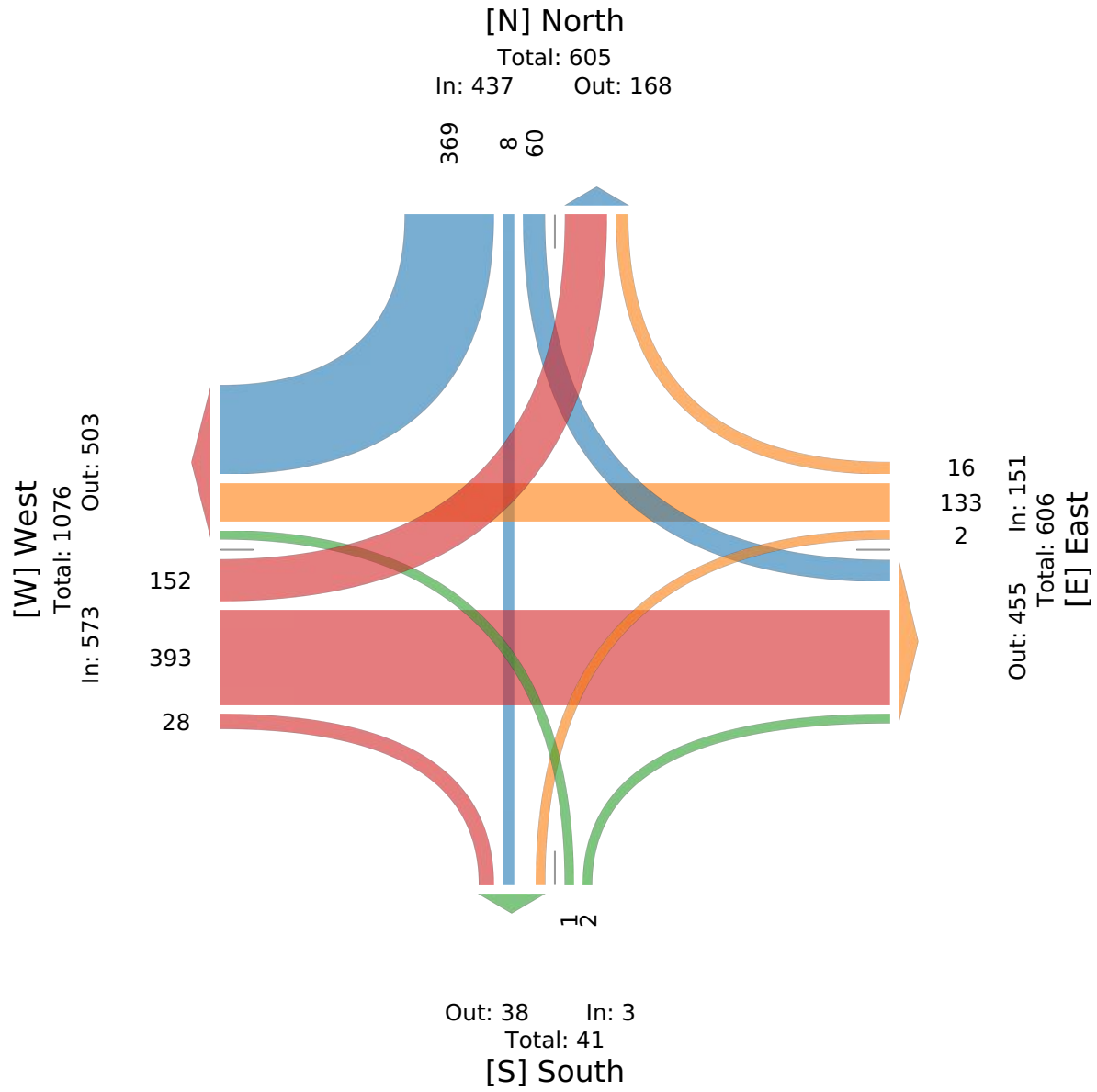
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

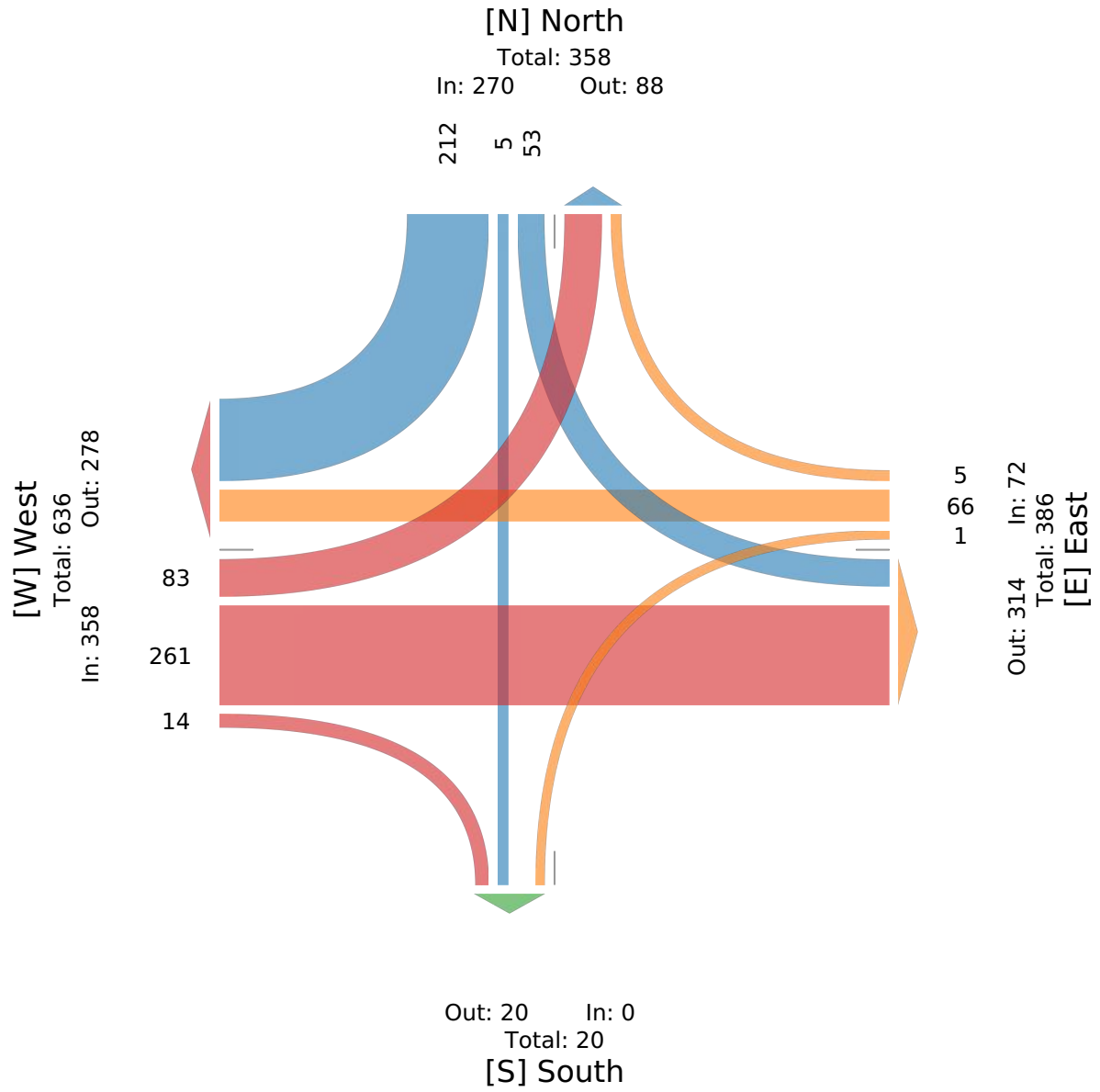
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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

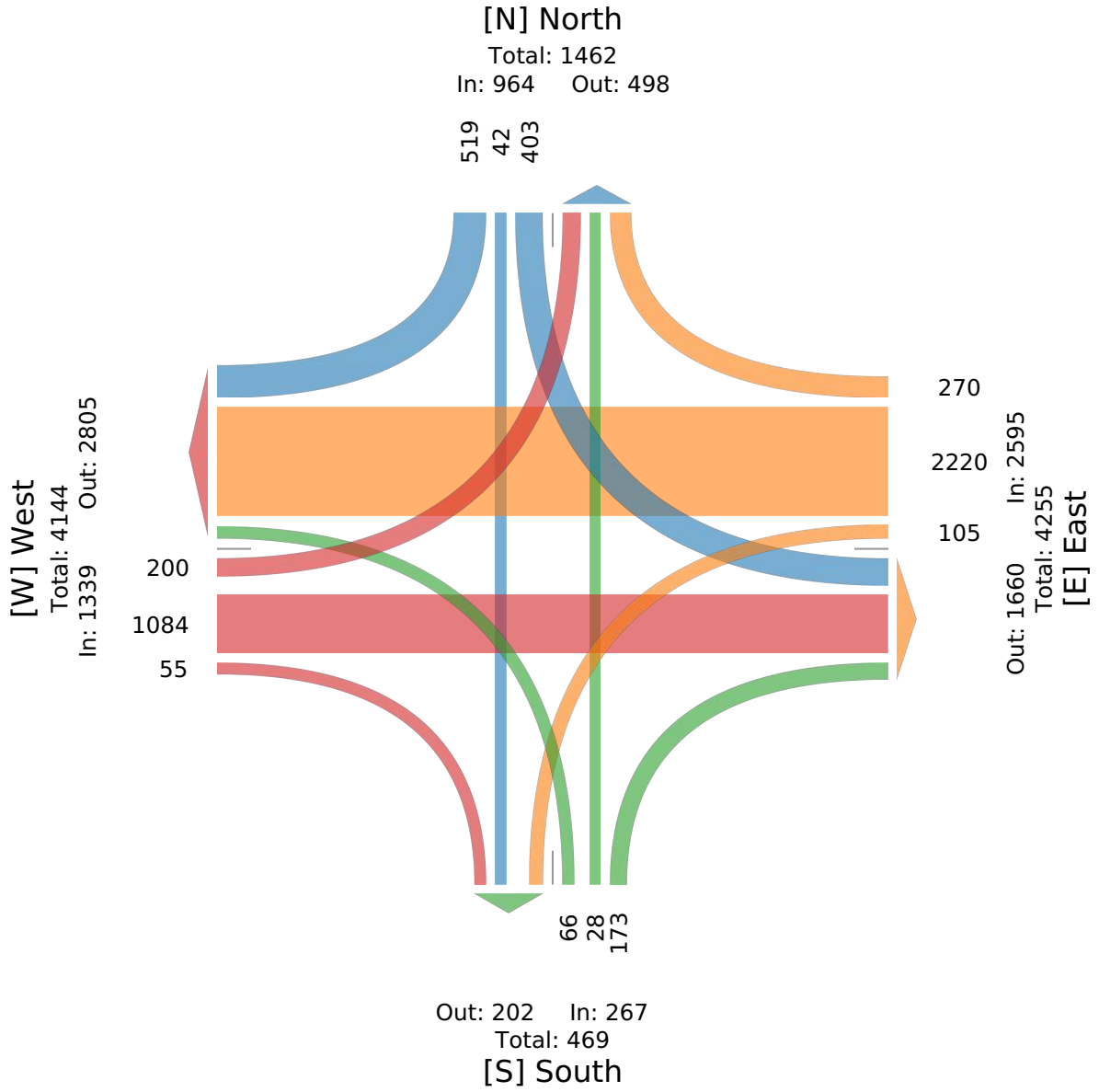
Provided by: Traffic Engineering Consultants, Inc.
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Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2025-04-21 4:00PM	25	113	7	0	**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

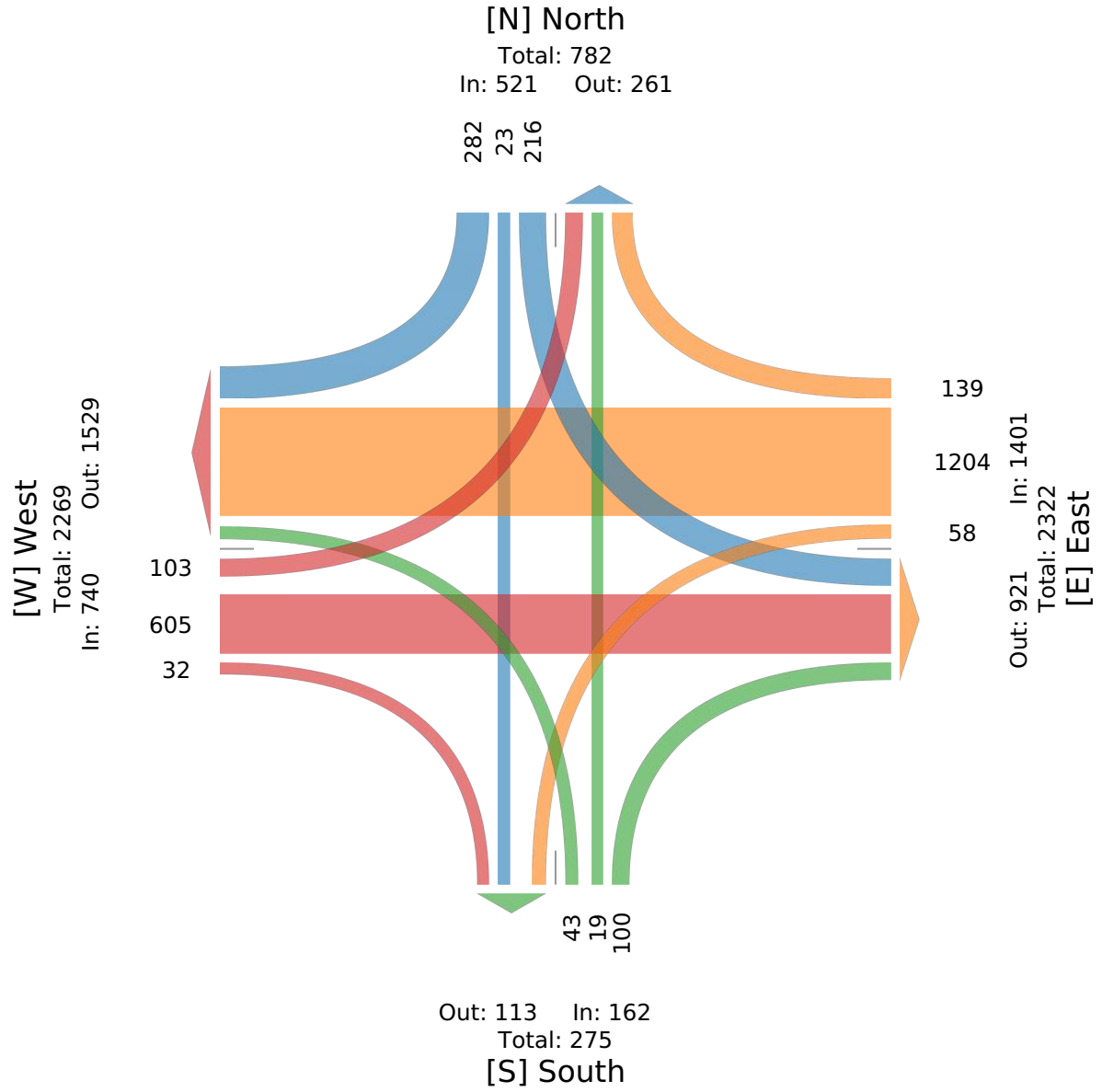
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

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**
2025-04-21 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.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



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)

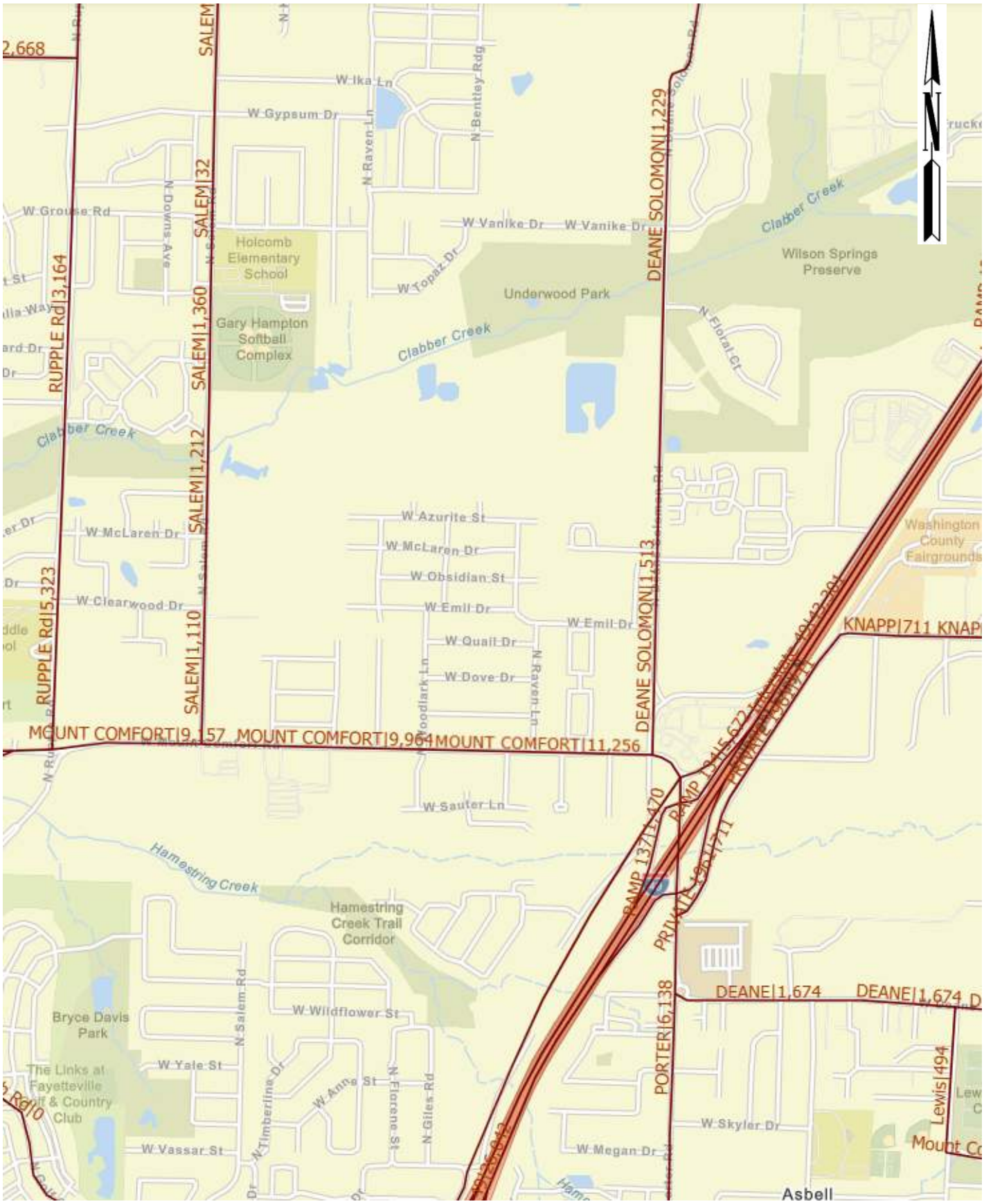
year	AADT	Growth % to 2045	Growth % to next year
2018	9964	2.76%	2.19%
2025	11490	2.57%	2.60%
2035	14479	2.01%	2.01%
2045	17385		
		2.44%	2.27%
			2.65%

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%

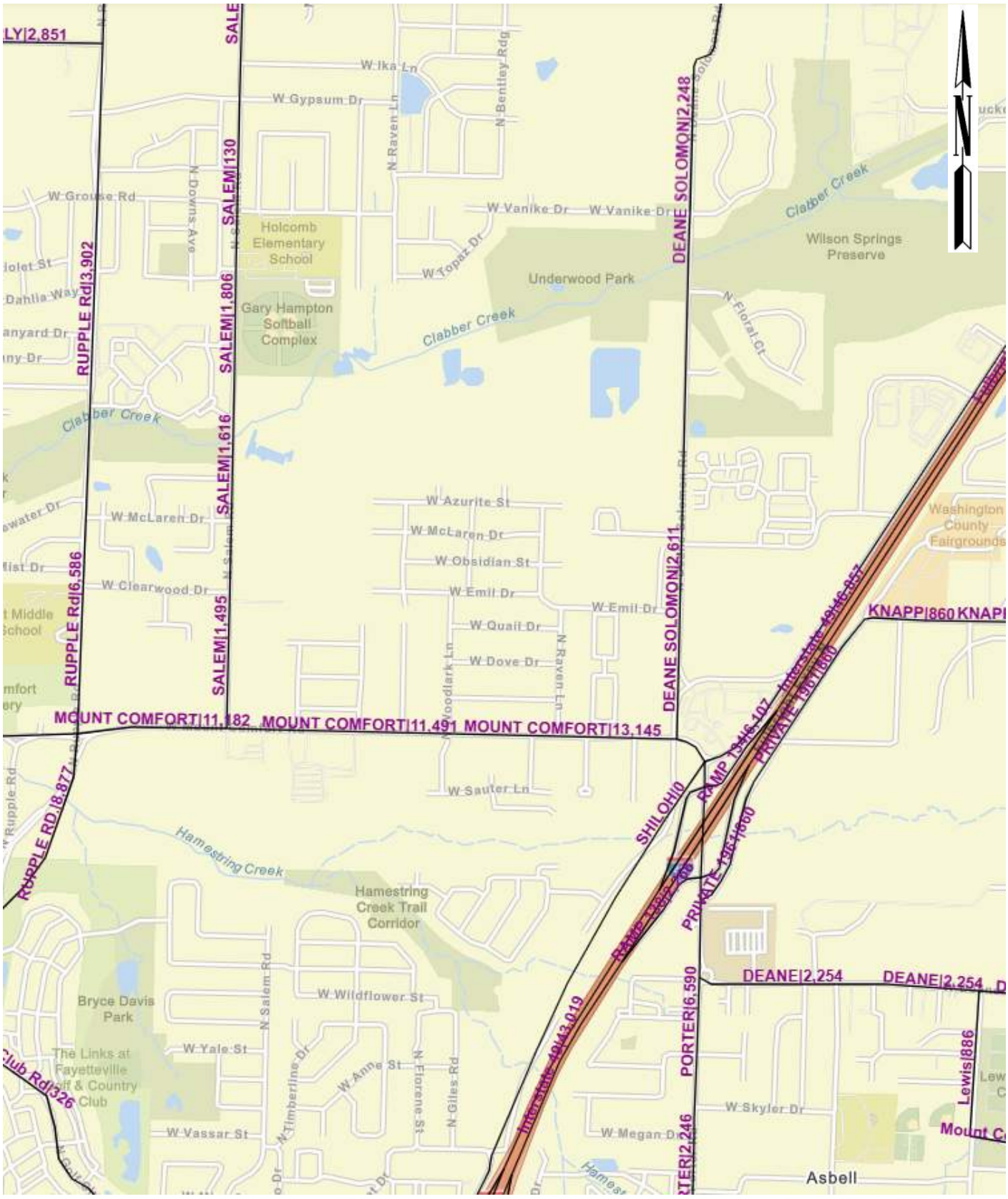
Sum

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%



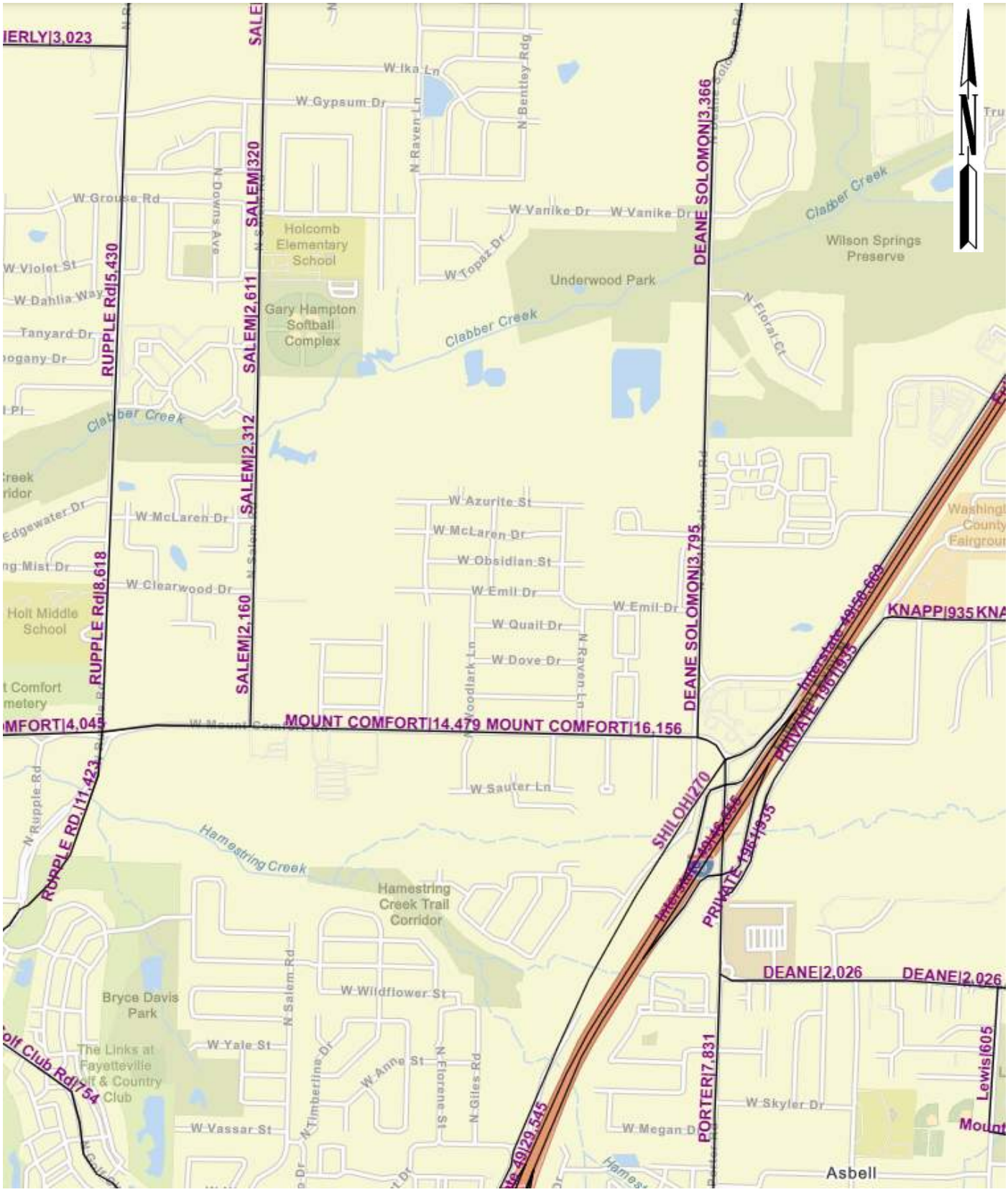
Base Model ADT—Year 2018

Fayetteville, Arkansas



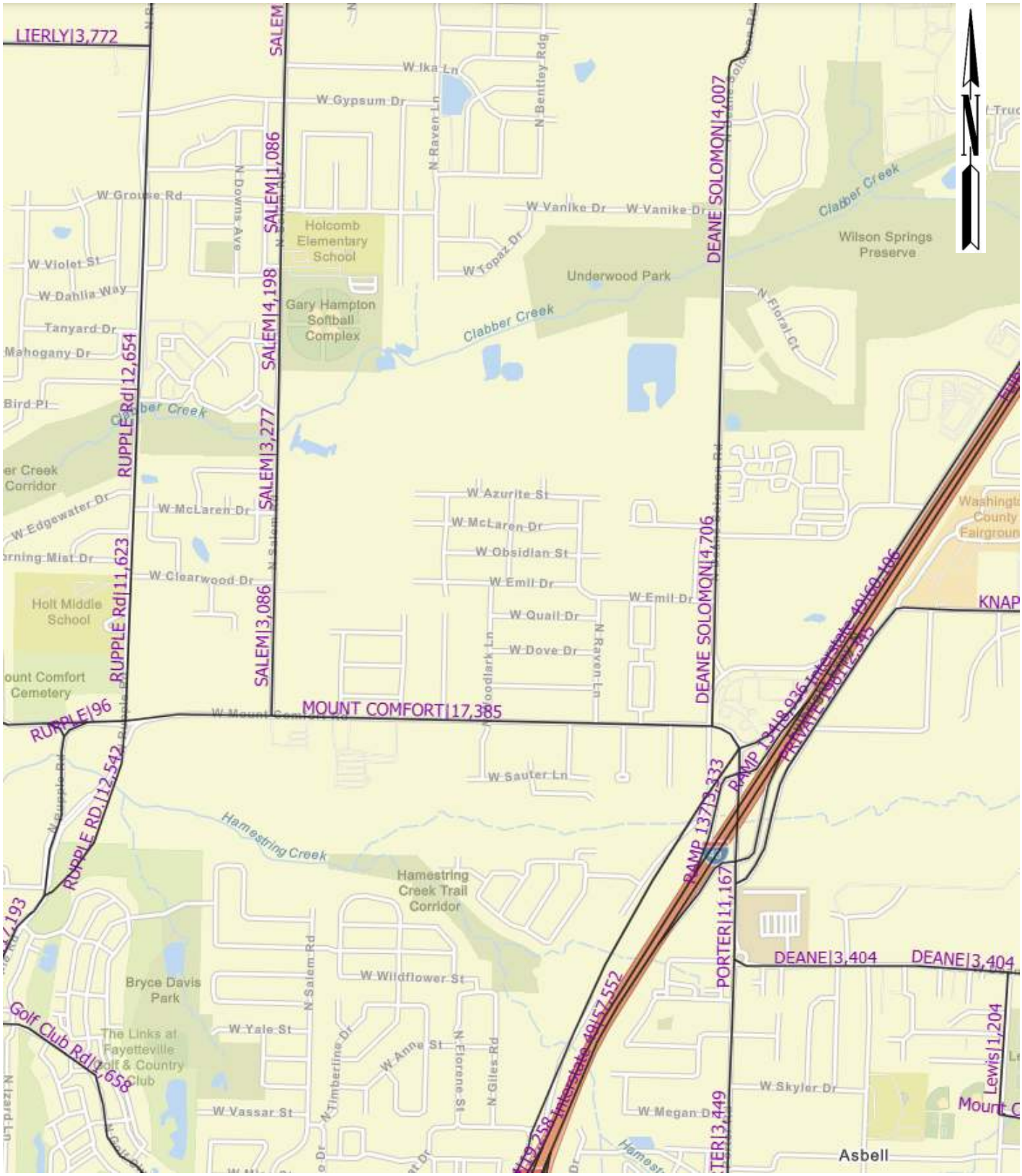
Future Forecast ADT—Year 2025

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

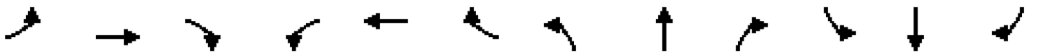
Intersection	
Int Delay, s/veh	0.2

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

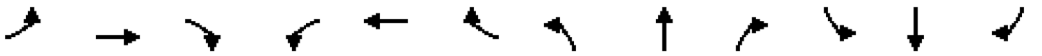
Intersection	
Int Delay, s/veh	0.3

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

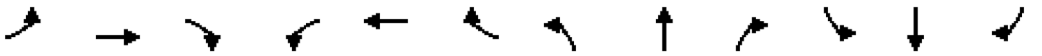
Intersection	
Int Delay, s/veh	0.2

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

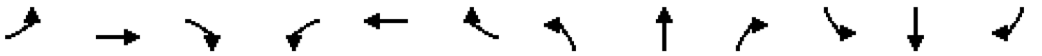
Intersection	
Int Delay, s/veh	0.4

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

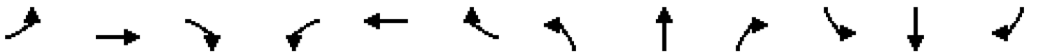
Intersection	
Int Delay, s/veh	0.5

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

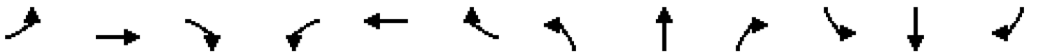
Intersection	
Int Delay, s/veh	0.9

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.

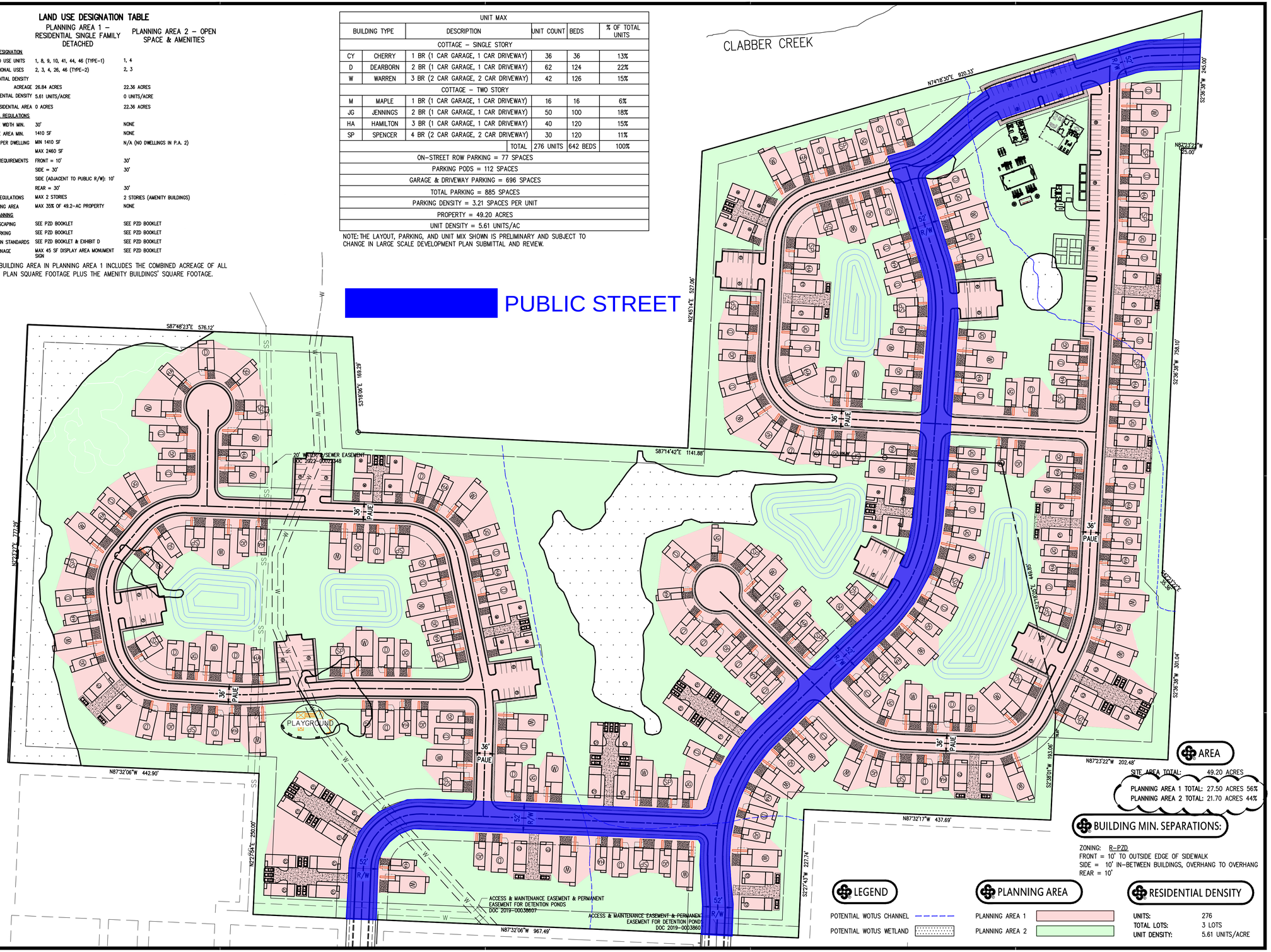
LAND USE DESIGNATION TABLE

	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'

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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

Additional Information Received

Date Received: MM/DD/YYYY	09/29/2025
Time: 00:00 (AM/PM)	5:26 PM
From: Name & Title	Blake Pennington, Senior Assistant City Attorney
To: Name & Title	City Clerk's Office
Agenda Meeting Date: MM/DD/YYYY	09/30/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office & Department Head	Received from City Attorney's Office with Department Head copied.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Rawn**
City Council

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **September 29, 2025**

RE: **Next Chapter Holdings PZD – North Raven Lane**

Staff has reviewed the updated PZD booklet provided by the engineer for Next Chapter Holdings and a staff report addendum has been added to the agenda packet. Because of those updates, some changes need to be made to the rezoning ordinance. I am attaching a revised version for the City Council's consideration.

Section 1 has been updated to reflect a change in acreage between Planning Areas 1 and 2 as well as a change to the density in Planning Area 1.

Section 2 has been updated to modify the conditions of approval. The original version of the ordinance included conditions that the project maintain connectivity with public streets. The applicant's PZD booklet was revised to address those conditions so they are no longer necessary. Two new conditions have been added to: 1) remove the reference to automatic reversion of zoning, which is not authorized by the Unified Development Code; and 2) provide that the PZD approval does not constitute approval of any development applications or variances.

We recommend that the City Council make a motion to amend the ordinance and adopt the revised ordinance as well as the revised PZD booklet.

ORDINANCE NO. _____

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 27.50 acres of residential single-family homes at a maximum density of 7 units per acre, and sets aside 21.70 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. Language regarding zoning reversion in section A shall be removed.
2. Approval of the Planned Zoning District does not constitute approval of any associated development, nor does it constitute approval of any variances to street standards, design standards, or other requirements.

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.

Additional Information Received

Date Received: MM/DD/YYYY	10/23/2025
Time: 00:00 (AM/PM)	4:46 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	Kara Paxton, City Clerk Treasurer
Agenda Meeting Date: MM/DD/YYYY	10/28/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Completed on 10/23/2025

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October 23rd, 2025

Development Services Department
125 W Mountain St
Fayetteville, AR 72701

RE: Next Chapter PZD Amendment Letter PZD-2025-0003
CTA Job No. 25301700

Dear Mr. Curth & City Councilmembers,

The 16.-1 ac parcel (PIN=765-16658-022) has been removed from the scope of the Next Chapter PZD-2025-0003. That parcel is currently zoned Commercial PZD and the Next Chapter development meets all the requirements of that existing Commercial PZD. This has been verified and confirmed with City Planning Staff.

Therefore, the scope of the Next Chapter PZD-2025-0003 has been reduced to only the 33-ac parcel (PIN=765-16658-050), which is currently zoned RSF-4.

The PZD booklet and exhibits have been updated to reflect this change. Please see the list below for those specific updates.

1. PZD Booklet:
    a. Cover page, date updated
    b. Cover Page, existing owner of 16-ac parcel removed
    c. Table of Contents, page numbers updated accordingly
    d. A) Zoning Reversion Removed
    e. B) Current Ownership, language for 16-ac parcel removed
    f. D) General Project Concept
        i. 1) Street & Lot Layout
            1. Parking Table Count updated to only include 33-ac parcel units and parking spaces (reduced from 3.21 spaces/unit to 2.86 spaces/unit)
    g. F) Proposed Zoning Standards
        i. (i), Building Area: total area reduced from 49.2-ac to 33-ac
    h. G) Zoning Chart Planning Area 1
        i. Building Area: total area reduced from 49.2-ac to 33-ac
        ii. Rear Setback Other Uses, text added that this rear setback excludes the adjacent CPZD 16-ac parcel
        iii. Parking Provided: count decreased from 3.21 spaces/unit to 2.86 spaces/unit to only include the units and parking spaces on the 33-ac parcel
    i. G) Zoning Chart Planning Area 2
        i. Rear Setback Other Uses, text added that this rear setback excludes the adjacent CPZD 16-ac parcel
    j. H) Analysis of Site Characteristics
        i. Acreage of site reduced from 49.2-ac to 33-ac in first paragraph
        ii. Text discussing existing 16-ac parcel removed from first paragraph
    k. J) Reason for Rezone Request
        i. Text discussing existing 16-ac parcel removed from first paragraph

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   ii. Sentence that pointed out reduction in total allowed units removed from second paragraph because the existing 33-ac parcel allows 4 units/ac and this amended PZD allows 7 units/ac.
- l. K) Relation to Existing and Surrounding Properties
   i. Text that discussed reduction in total allowed units removed from second paragraph because the existing 33-ac parcel allows 4 units/ac and this amended PZD allows 7 units/ac.
- m. O) Conceptual Description of Development Standards
   i. 1) Screening and Landscaping: Text added to last sentence to exclude the adjacent CPZD 16-ac parcel from the 30' perimeter buffer
   ii. 3) Parking Standards: Spaces/unit reduced from 3.21 to 2.86 to only account for the units and spaces on the 33-ac parcel.
   iii. 4) Perimeter Treatment: Text added to last sentence to exclude the adjacent CPZD 16-ac parcel from the 30' building setback
- n. Q) Legal Description
   i. Removed the legal description for the 16-ac parcel.

2. Exhibit A
   a. PZD City #, PZD-2025-0003 added to Cover Sheet.
3. Exhibit B
   a. Hatch added to 16-ac parcel existing CPZD
   b. Areas for Planning Areas 1 & 2 updated to exclude the 16-ac parcel
   c. Unit Count & Residential Density provided updated for 33-ac parcel only
   d. Unit Max Table updated with some new unit types and to only include the units on the 33-ac parcel
   e. **Note added below Land Use Designation Table that rear 30' setback applies to all adjacent zoning except for the CPZD 16-ac parcel to the east.
   f. Public Street blue hatch added per City Councilmember's request
4. Exhibit C
   a. Master Plan, hatch added to 16-ac parcel
   b. Modified Typical Residential Link Section, note revised to reflect public street addition from the previous amendment.
5. Exhibit D
   a. A few example unit types were added to match Exhibit B.

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 R. Woessner

Trent Woessner, P.E.
Civil Project Engineer

October 23rd, 2025

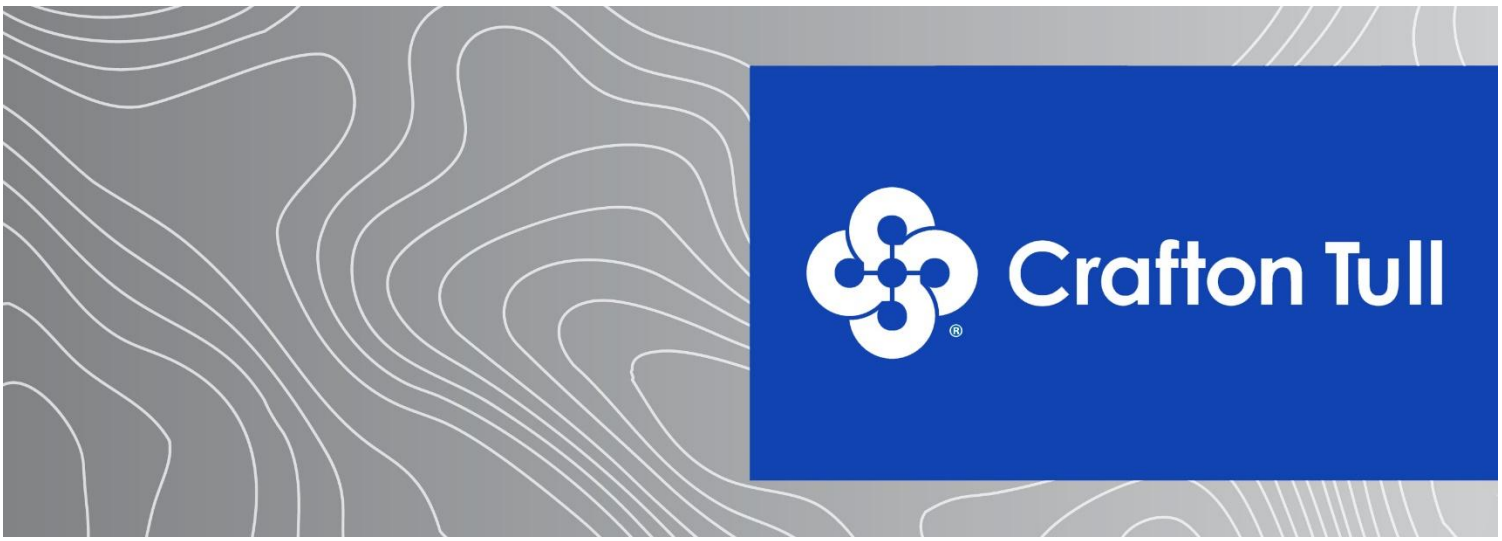
NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

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

CT JOB NO. 25301700



Prepared by: Crafton Tull

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(Pdf Page #)

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E) Proposed Planning Areas……..……..…6

F) Proposed Zoning Standards……..……..…6

G) Zoning Charts……..……8

H) Analysis of Site Characteristics……..……....11

I) Recreational Facilities……..…….....11

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M) Traffic Study……..……..……..13

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P) PZD Intent/Purpose……..……..……..16

Q) Legal Descriptions……..16

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

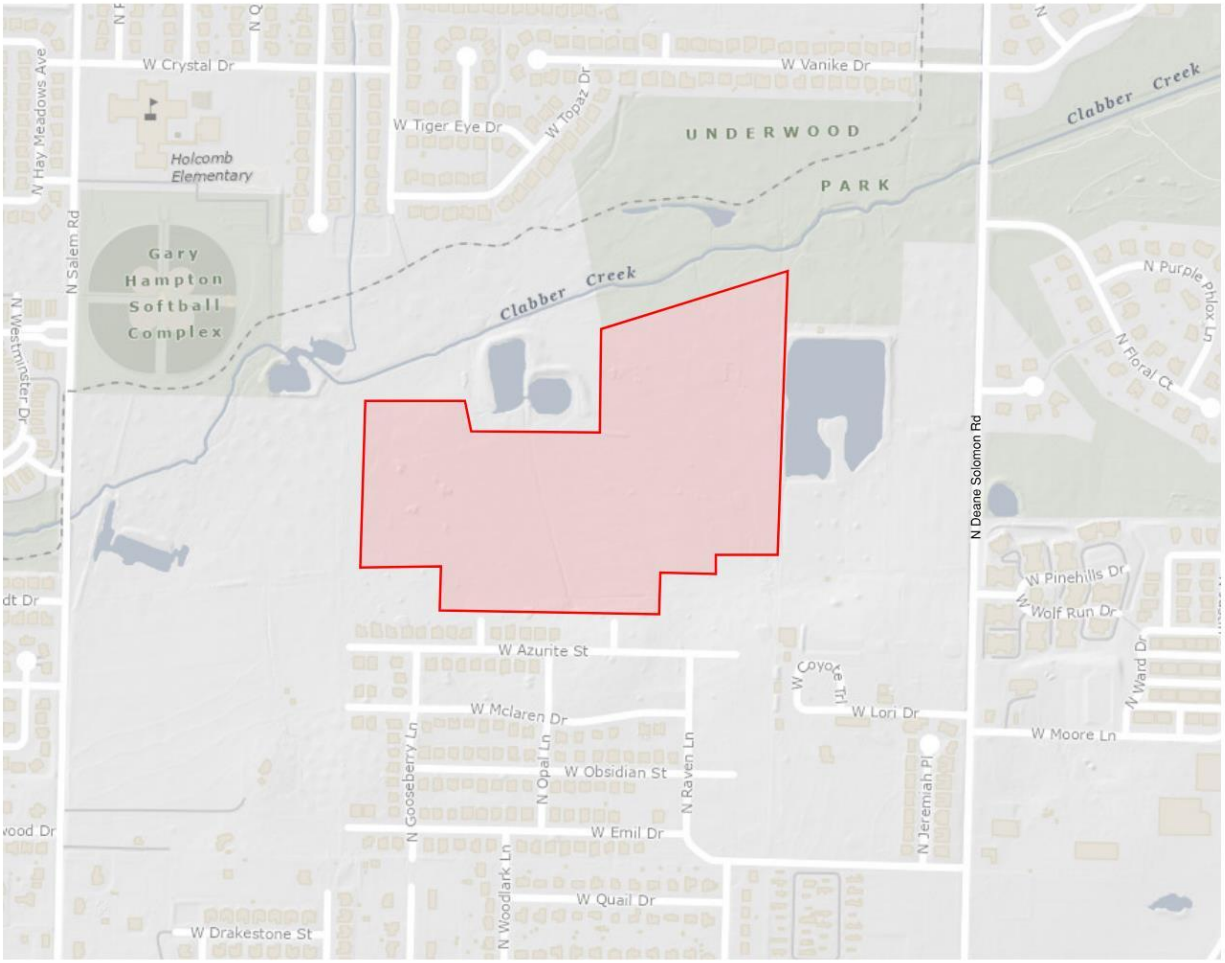
Prepared by: Crafton Tull

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B) Current Ownership:
This PZD is proposed to rezone only the 33-acre parcel that is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, which sits adjacent to another 16-ac parcel 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.

Both parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Number 765-16658-050. 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 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

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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)	146	292
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	36	144
Row Parking along Street	N/A	0
Parking Pods	N/A	84
Total Parking Spaces		520
Total Unit Count		182
Average Parking Density per Unit (Spaces/Unit)	2.86	

2) Site Plan Showing Proposed Improvements

A concept site plan is included in Exhibits B & C of this booklet.

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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-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.

7b) Existing & Proposed Utility Connections & Extensions (Water)

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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
Unit 4: Cultural and recreational facilities
Unit 26: Multi-family dwellings

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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 = 33-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.
k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.

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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 (except the adjacent CPZD 16-ac parcel)	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 33-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 33-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	2.86

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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, except where adjacent to existing CPZD 16-ac parcel.

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 (except adjacent CPZD 16-ac parcel)	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

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**By right, common mailbox units shall be allowed within Planning Area 2.
***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

H) Analysis of Site Characteristics:

The existing 33-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 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 subject property is currently zoned RSF-4 and allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’.

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. 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 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

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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 acre parcel currently allows for 132 units to be developed. The Next Chapter Development proposal would increase the total allowed unit count to 231 units – an increase of 99 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.

<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 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).

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This Planned Zoning District has a density that is less than the adjacent 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.

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

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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, except where adjacent to the eastern CPZD 16-ac parcel.

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.

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 2.86 parking spaces per unit.

4) Perimeter Treatment:

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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, except where adjacent to the CPZD 16-ac parcel.

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.

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,

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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:

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

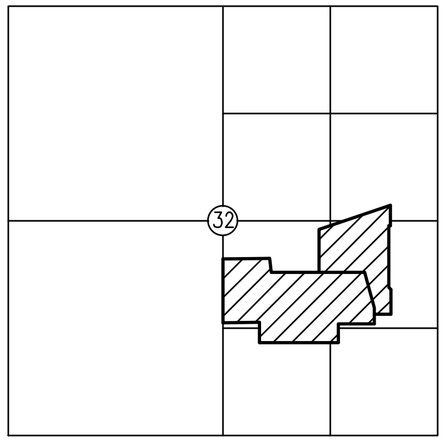
COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE 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;

300 N College Ave, Suite 317
Fayetteville, AR 72701
479.455.2207
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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

Crafton Tull



T-16-N R-30-W

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.

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.

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 AUTHORIZATION 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

N = 651064.73
E = 661457.69

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'

N74°18'30"E 920.33'

5/8" IRON PIN

5/8" IRON PIN

S2°36'38"W 245.00'

5/8" IRON PIN

L3

5/8" IRON PIN

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

20' WATER & SEWER EASEMENT
DOC 2022-00022348

N87°14'42"W 556.89'

1/2" IRON PIN

S2°36'38"W 758.10'

N2°23'27"E 777.29'

N12°18'05"W 449.85'

5/8" IRON PIN

L4

5/8" IRON PIN

S2°36'38"W 301.04'

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

5/8" IRON PIN

P.O.B.

L2

P.O.B.

5/8" IRON PIN

N87°23'22"W 202.48'

5/8" IRON PIN

N87°32'06"W 442.90'

5/8" IRON PIN

N2°27'54"E 250.00'

L1

N = 650186.41
E = 663270.67

5/8" IRON PIN

N87°32'17"W 437.69'

5/8" IRON PIN

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

S2°27'43"W 227.74'

5/8" IRON PIN

5/8" IRON PIN

N87°32'06"W 967.49'

N2°23'27"E 1381.39'

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

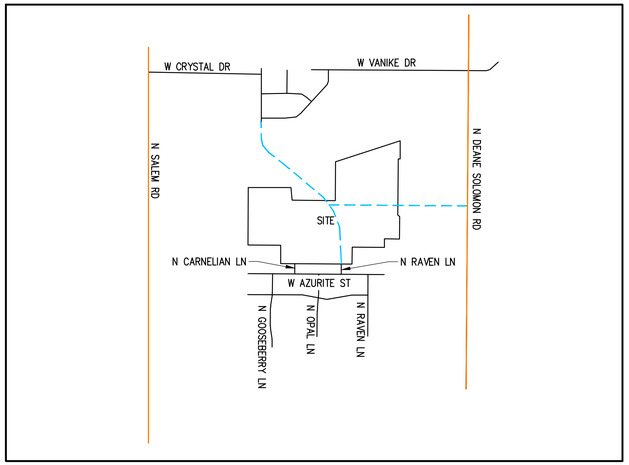
SHEET NO.:
2 OF 2

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-2025-0003



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

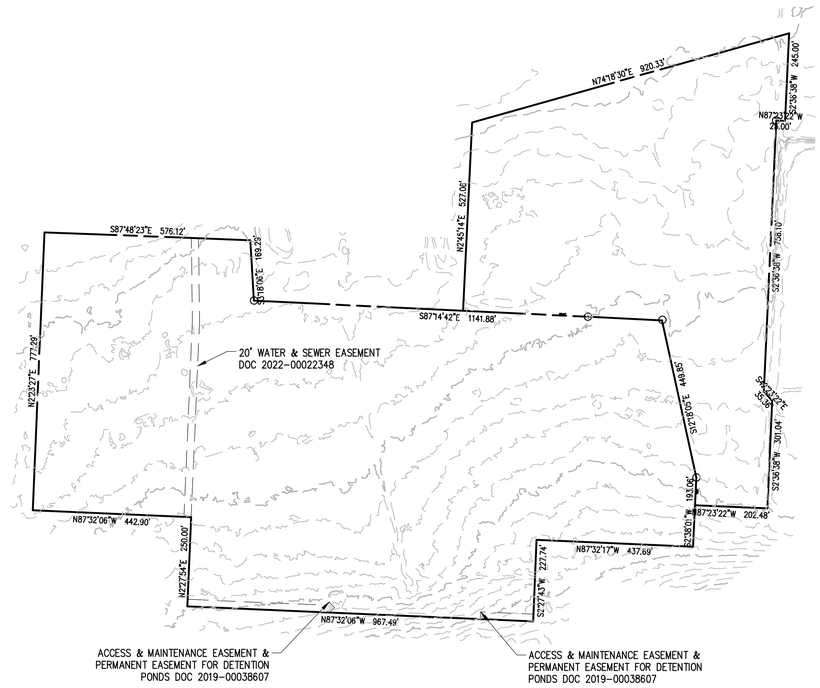
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED 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;
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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.

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
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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

PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

NOT FOR CONSTRUCTION - REVIEW SET - NOT FOR CONSTRUCTION

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

© 2025 Crafton, Tull & Associates, Inc.

COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNITEDRIVE.LOCAL\EGNITE\DRIVE\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
LAST PLOTTED BY: CONNOR THREET PLOTTED: 06 JUNE 2025 8:37 AM
LAYOUT: LAYOUT1 PAGE SETUP: PW_24X36 (8.5 X 11 SCALED) BY: VALID ON HARD COPY ONLY)

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

Crafton Tull

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	5.46 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) LOT WIDTH MIN.	30'	NONE
(E) LOT 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 33.1-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.

**NOTE: 30' REAR SETBACK AGAINST ALL ADJACENT PROPERTIES EXCEPT THE COMMERCIAL PZD 16.1-AC PARCEL TO THE EAST.

UNIT MIX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
WO	WILLOW	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	27	27	15%
MO	MORGAN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	25	50	14%
J	JASMINE	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	24	48	13%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	20	60	11%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	20	20	11%
CS	CYPRESS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	32	9%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	31	33	18%
CT	CHESTNUT	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	3	9	2%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	15	60	9%
		TOTAL	182 UNITS	339 BEDS	100%

ON-STREET ROW PARKING = 0 SPACES
PARKING PODS = 84 SPACES
GARAGE & DRIVEWAY PARKING = 436 SPACES
TOTAL PARKING = 520 SPACES
PARKING DENSITY = 2.86 SPACES PER UNIT
PROPERTY = 33.31 ACRES
UNIT DENSITY = 5.46 UNITS/AC

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.

PUBLIC STREET

CLABBER CREEK

S87°48'23"E 576.12'
S2°36'38"W 1361.63'
S87°14'42"E 1141.88'
N74°18'30"E 920.35'
N2°45'14"E 527.06'
S2°36'38"W 245.50'
N87°23'22"W 25.00'
S2°36'38"W 758.10'
N2°32'07"E 771.84'
N87°32'06"W 442.90'
N2°27'54"E 250.00'
S2°36'38"W 448.95'
S2°36'38"W 301.04'
N87°32'17"W 437.69'
S2°27'43"W 227.74'
N87°32'06"W 967.49'
N87°23'22"W 202.48'

20' WATER & SEWER EASEMENT DOC 2022-0002258

36' PAUE

52' R/W

SS

W

PLAYGROUND

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS DOC 2019-0003860

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS DOC 2019-0003860

AREA

SITE AREA TOTAL (BOTH 16-AC & 33-AC PARCELS): 49.20 ACRES
(ON 16 AC PARCEL) EXISTING PZD PLANNING AREA 1: 16 ACRES 33%
(ON 33 AC PARCEL) PROPOSED PLANNING AREA 1: 21 ACRES 43%
(ON 33 AC PARCEL) PROPOSED PLANNING AREA 2: 12.1 ACRES 24%

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 AREAS

PROPOSED PLANNING AREA 1
PROPOSED PLANNING AREA 2
EXISTING COMMERCIAL PZD'S PLANNING AREA 1

RESIDENTIAL DENSITY

UNITS: 182
TOTAL LOTS: 3 LOTS
UNIT DENSITY: 5.46 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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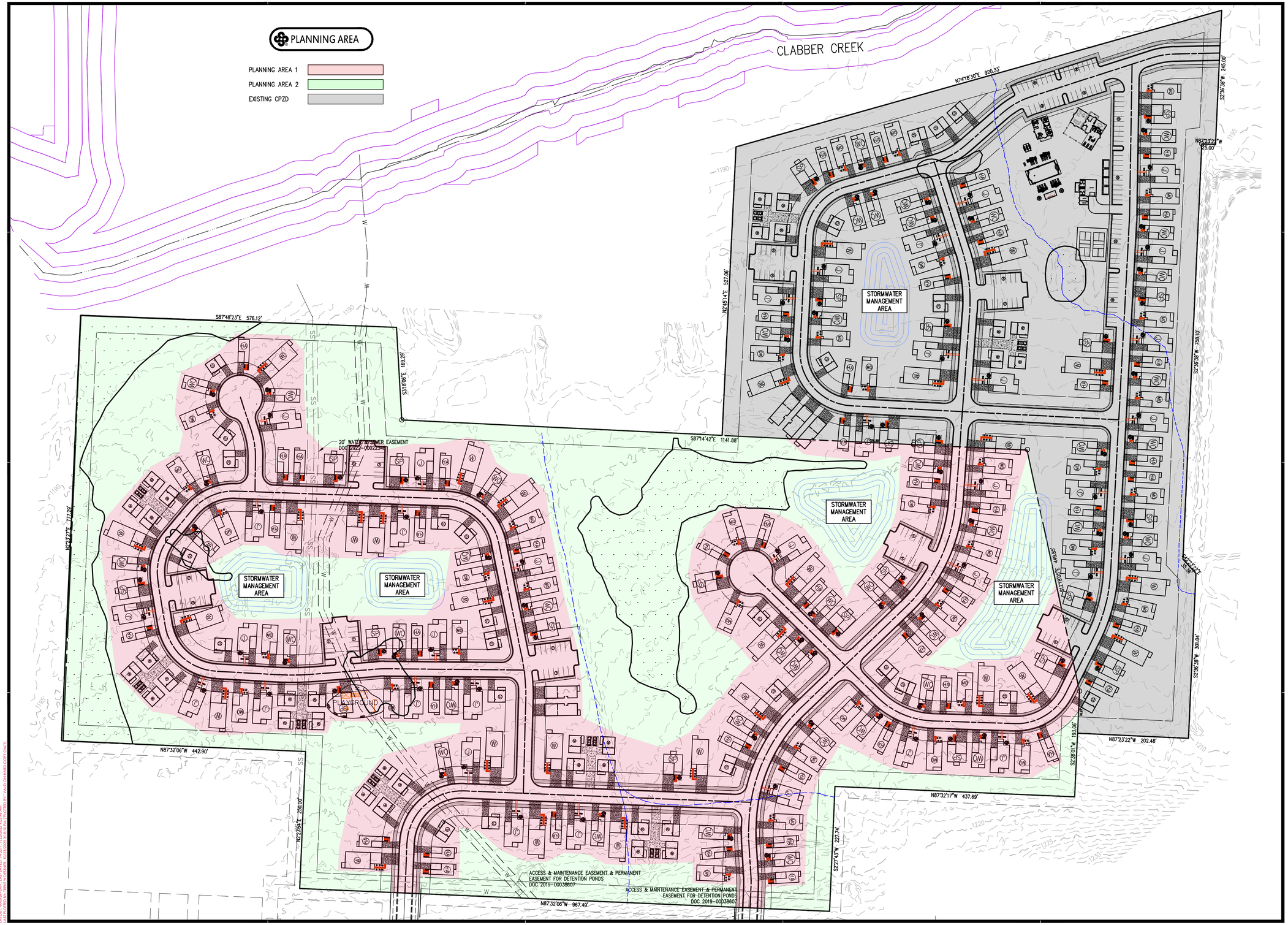
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDITFORVIX_LOGFILES\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT B FOR PZD.DWG
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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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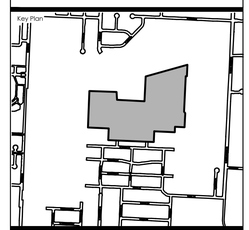
GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

- Potential Pedestrian Connection Points to 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 access points.

Key Plan



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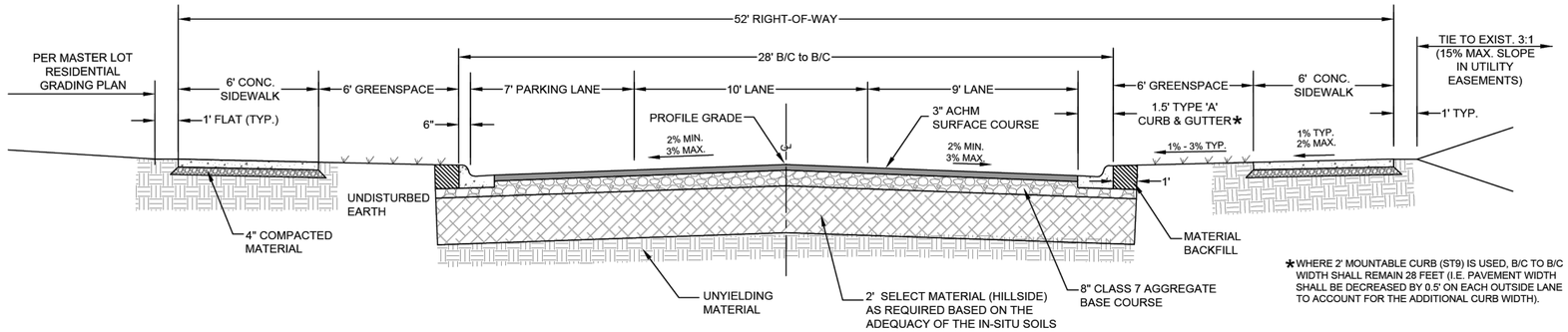
OVERALL SITE PLAN

DRAWING: G:\25301700_NEXTCHAPTER_INFRASTRUCTURE\CIVIL\DWG\OVERALL SITE PLAN.DWG
LAYOUT: LAYOUT1 - LAST SAVED: 6/4/2025 11:45 AM by CTHREET
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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.

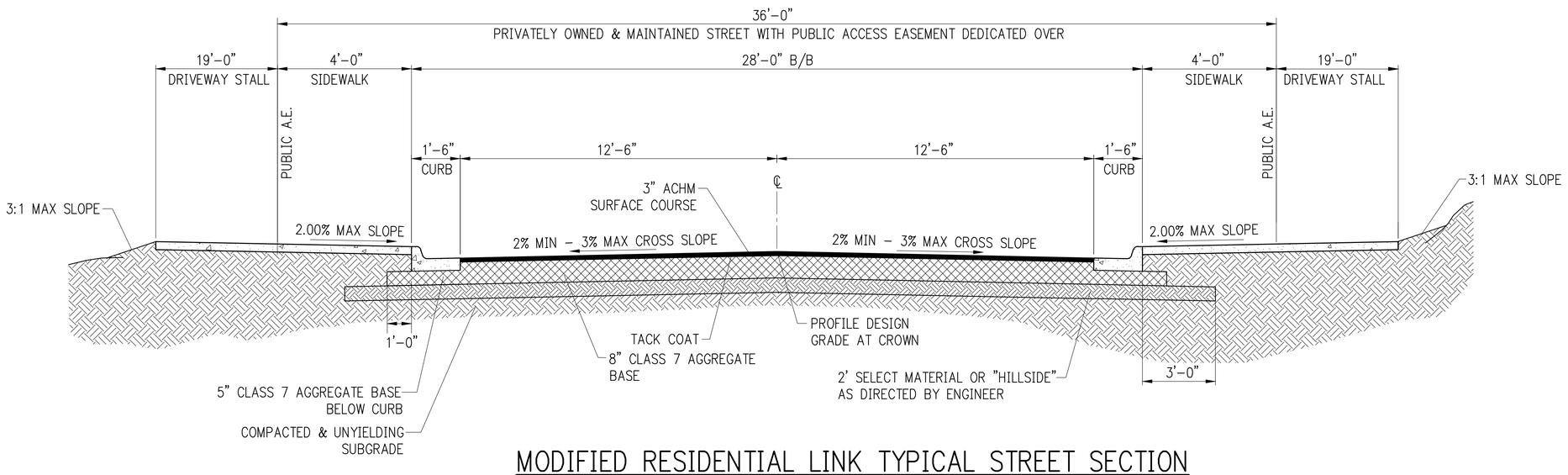
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*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 PRIVATE STREETS 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

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK
FAYETTEVILLE, AR

Key Plan

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EXHIBIT C - TYPICAL SECTION

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EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES

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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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PG 1



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PG 2



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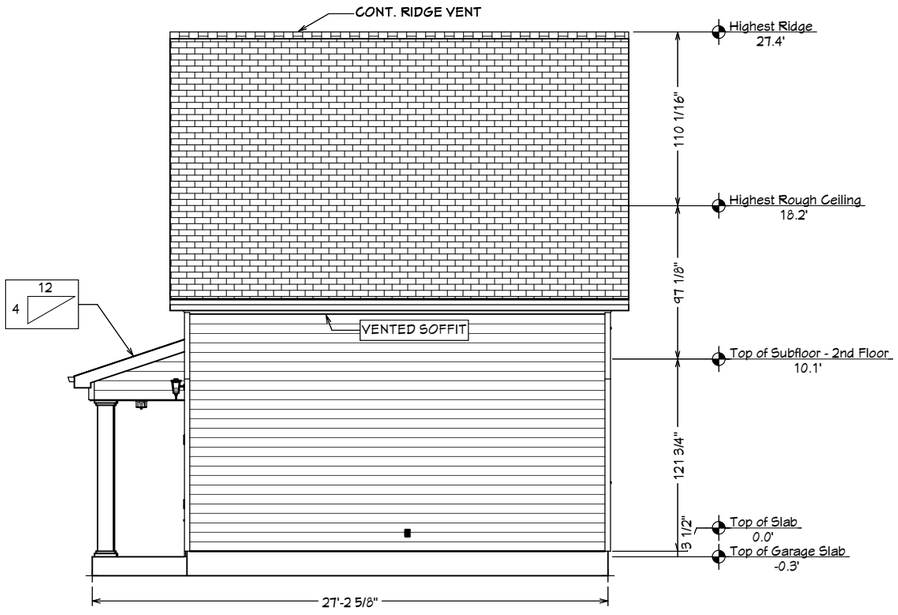
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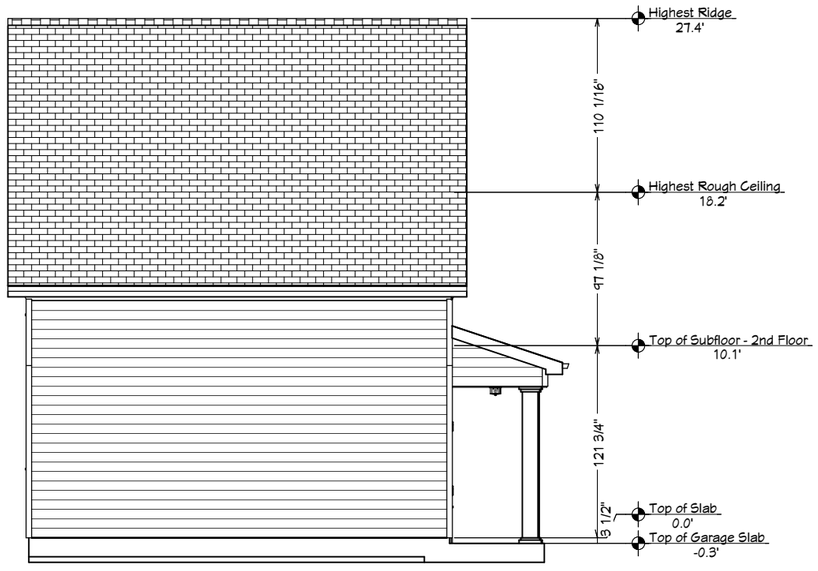
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PG 3



RIGHT ELEV.



LEFT ELEV.

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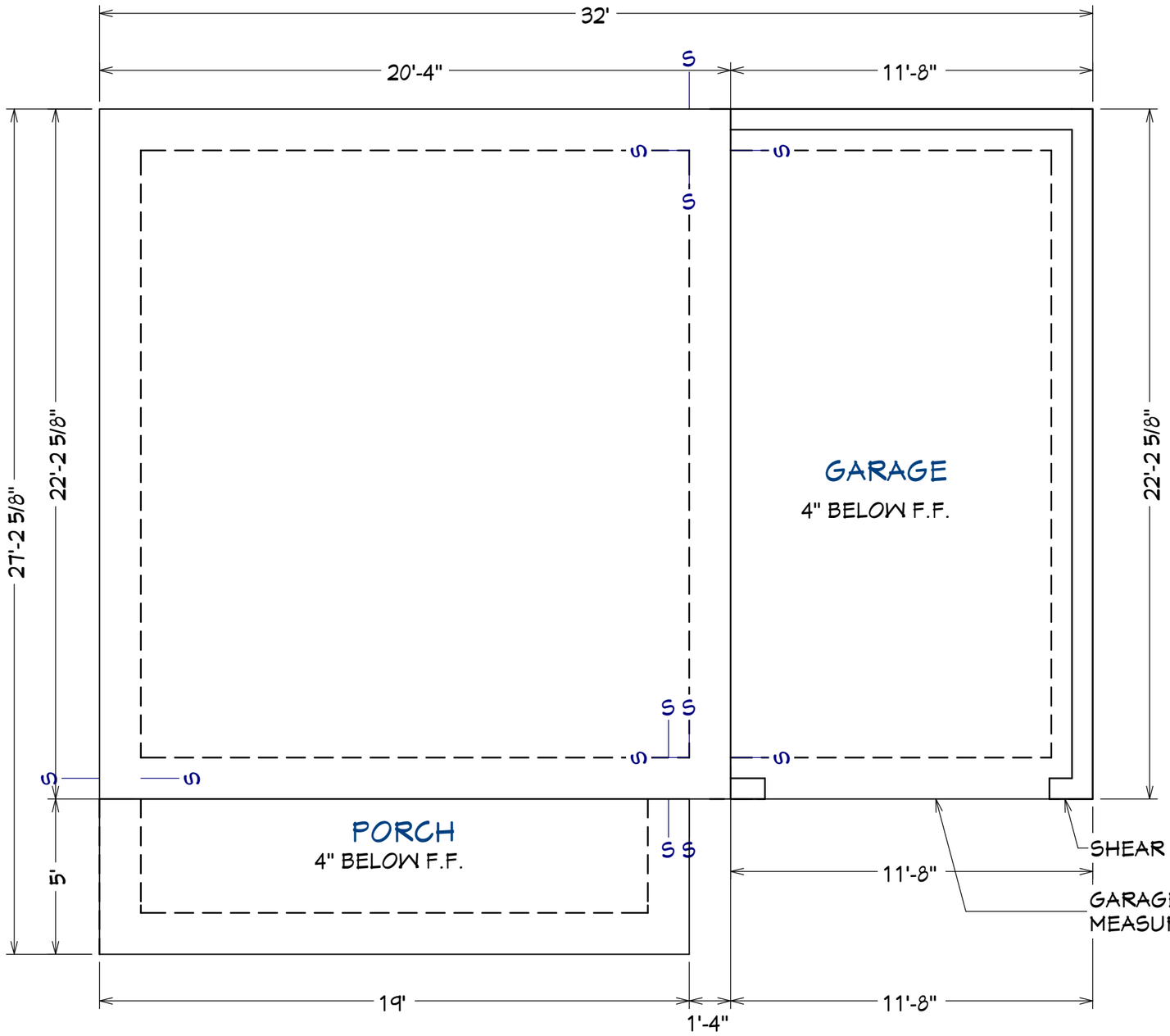
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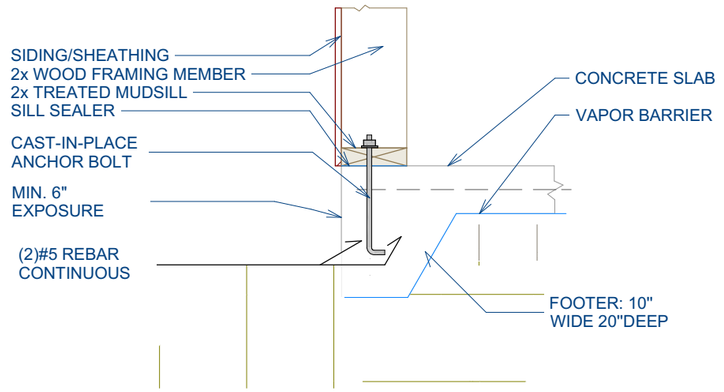
NO.	DESCRIPTION	BY	DATE

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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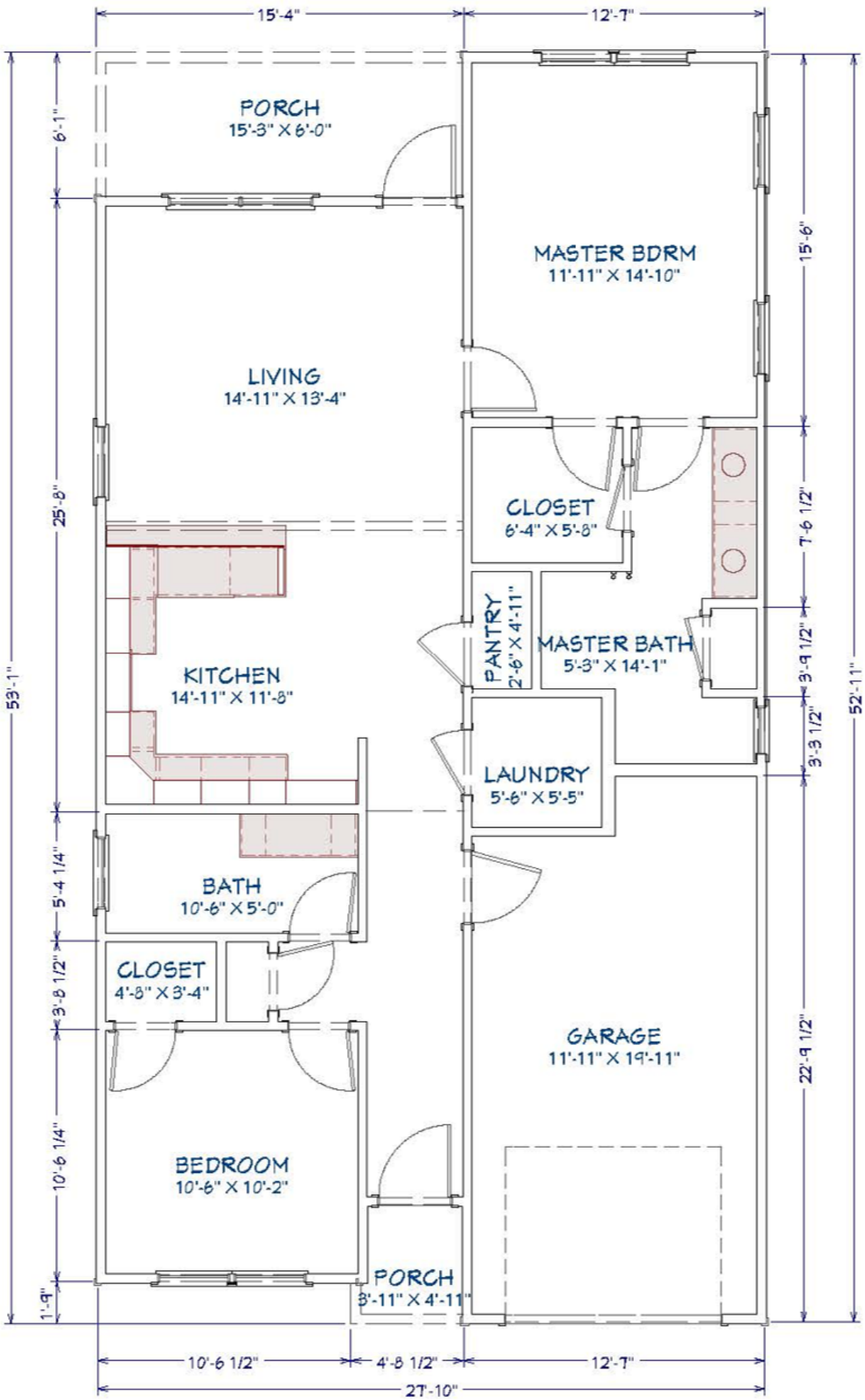
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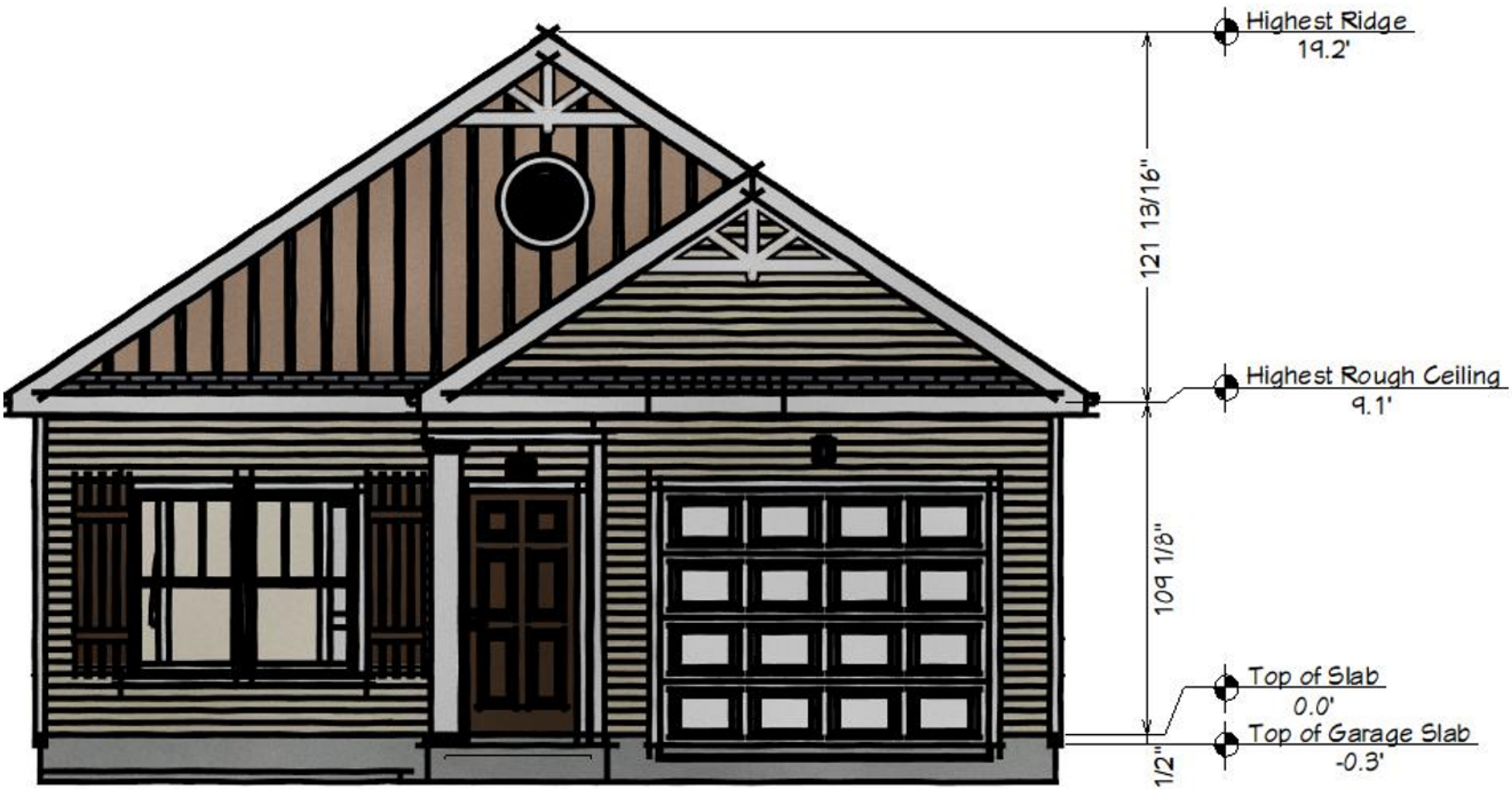
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PG 15

MORGAN FLOOR PLAN



MORGAN FRONT ELEVATION

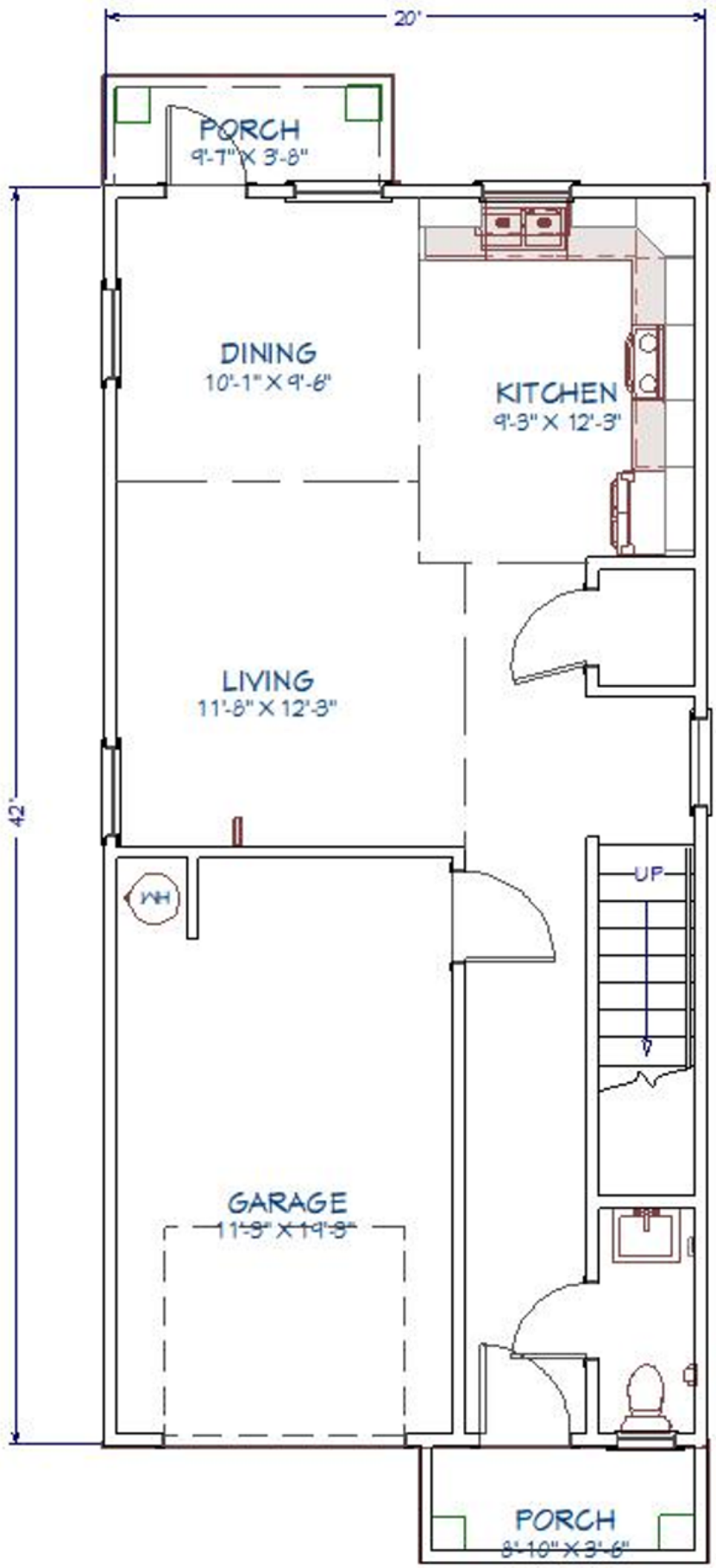


MORGAN RENDERING

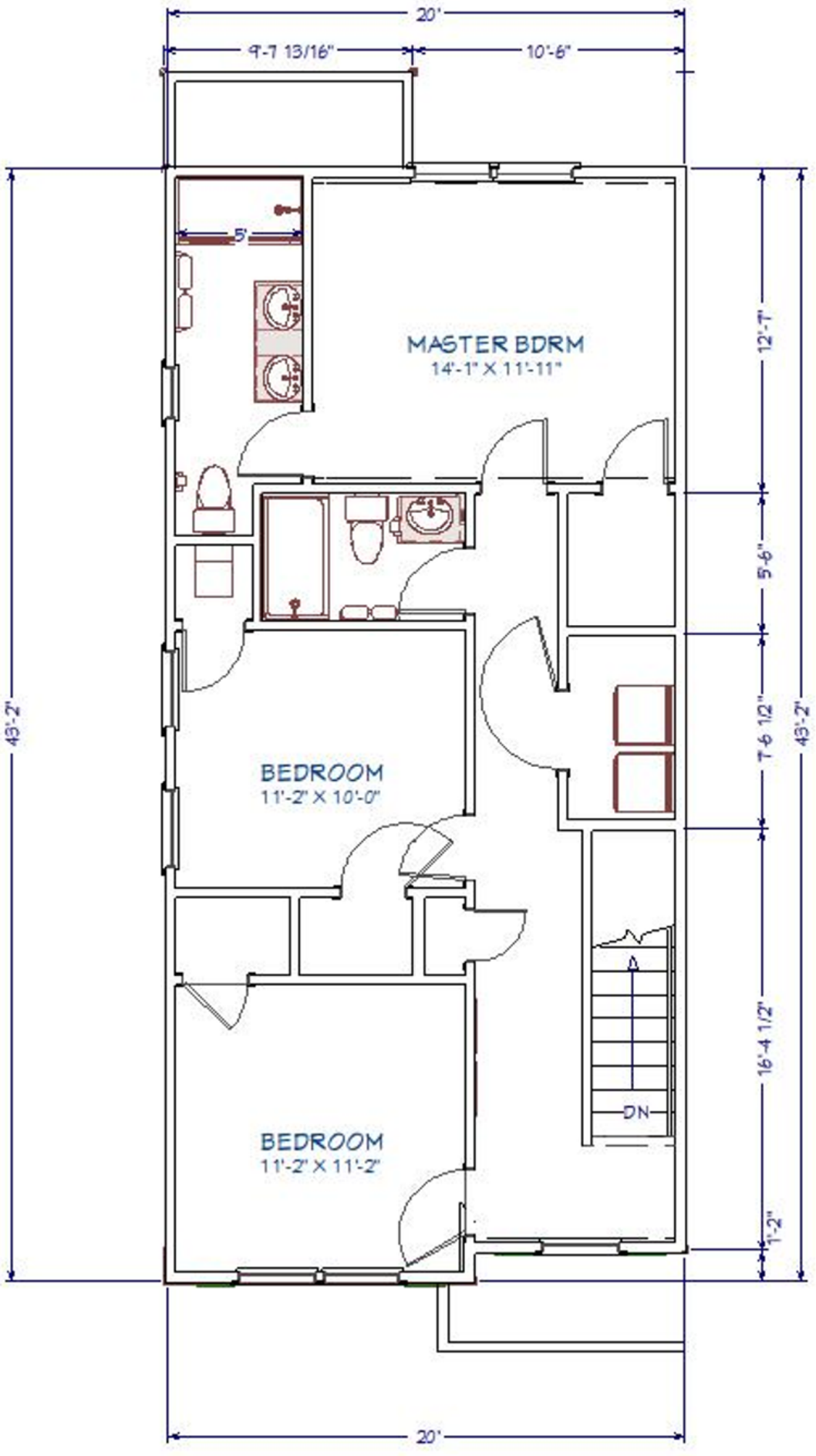




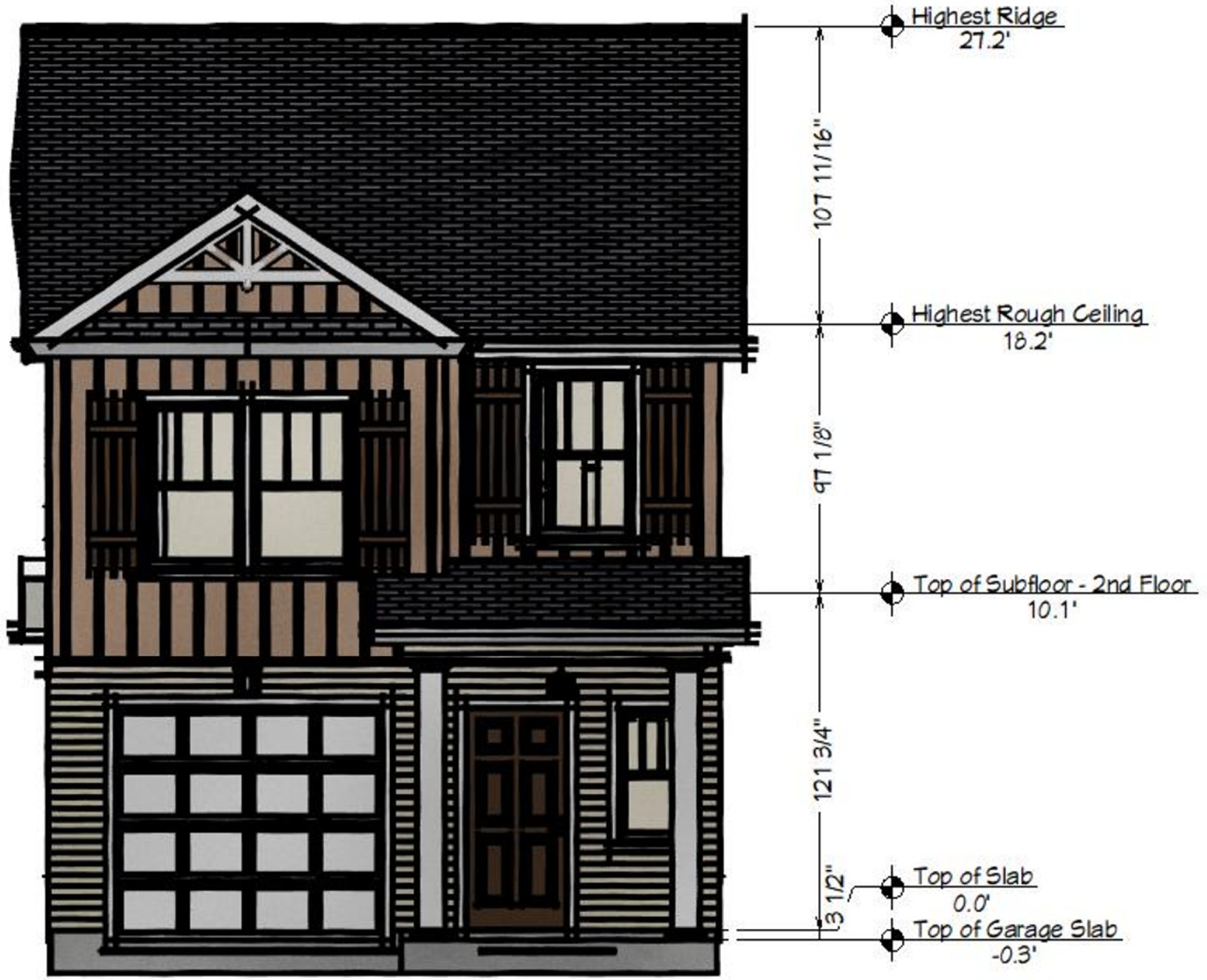
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

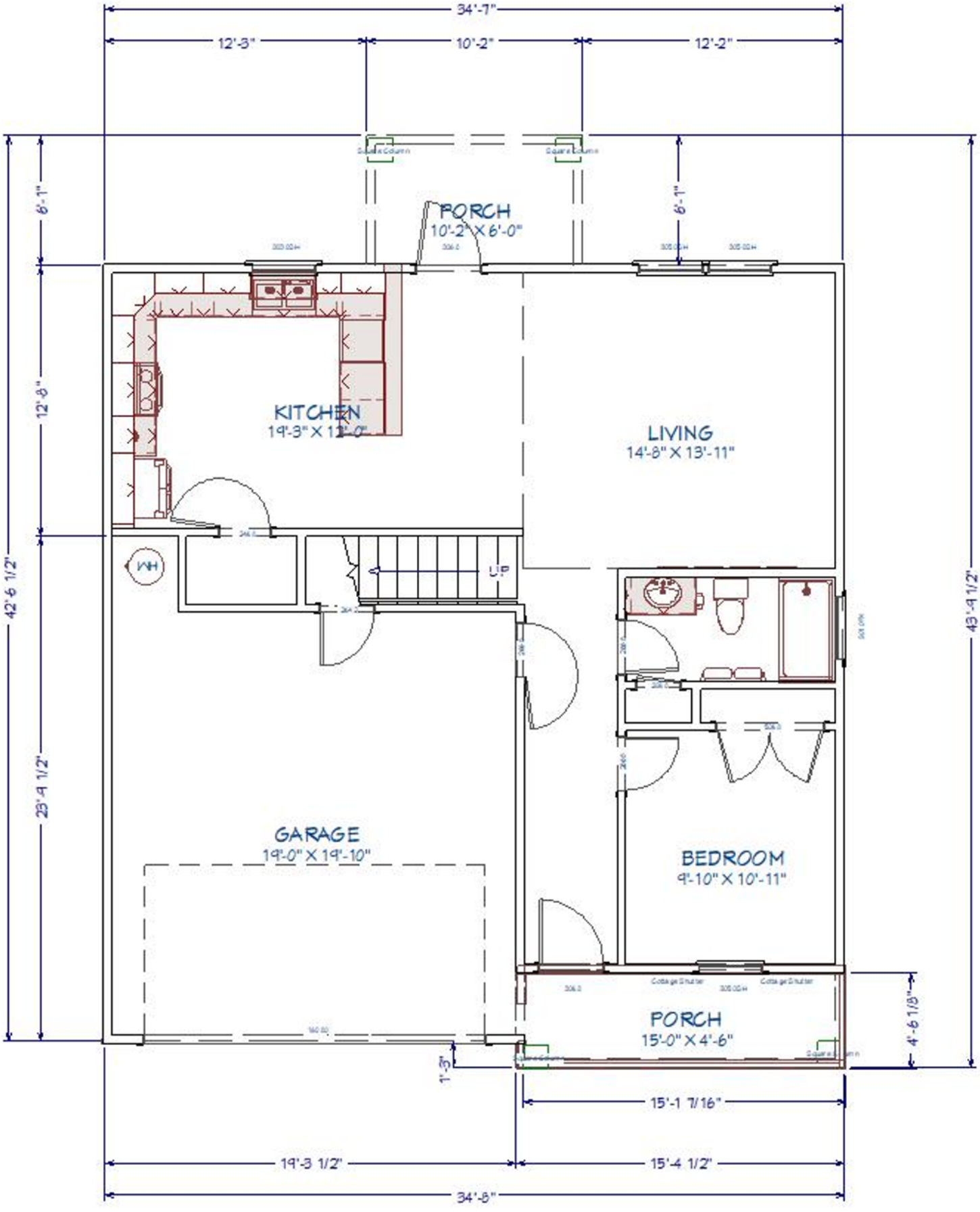


HAMILTON RENDERINGS

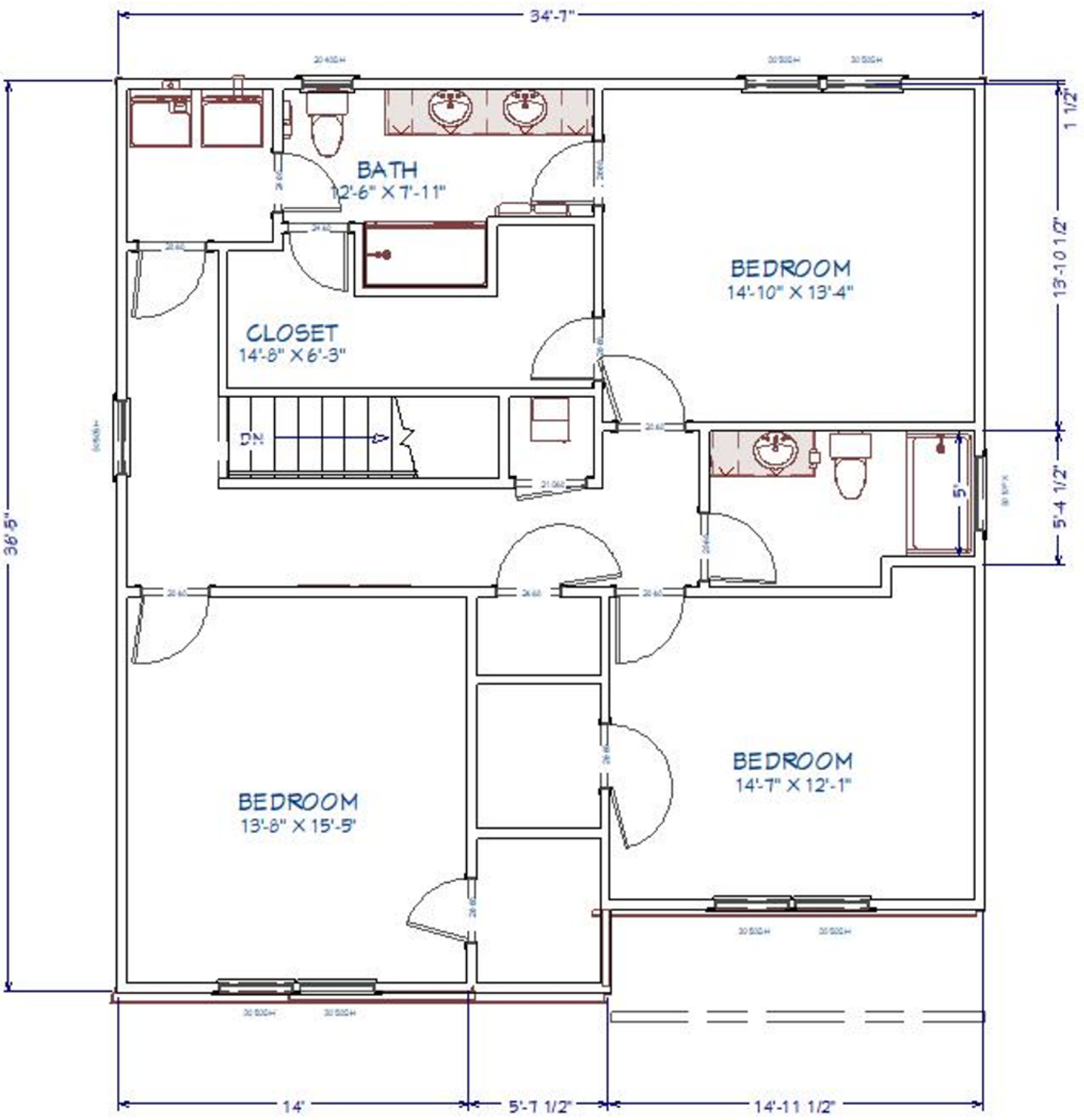




SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

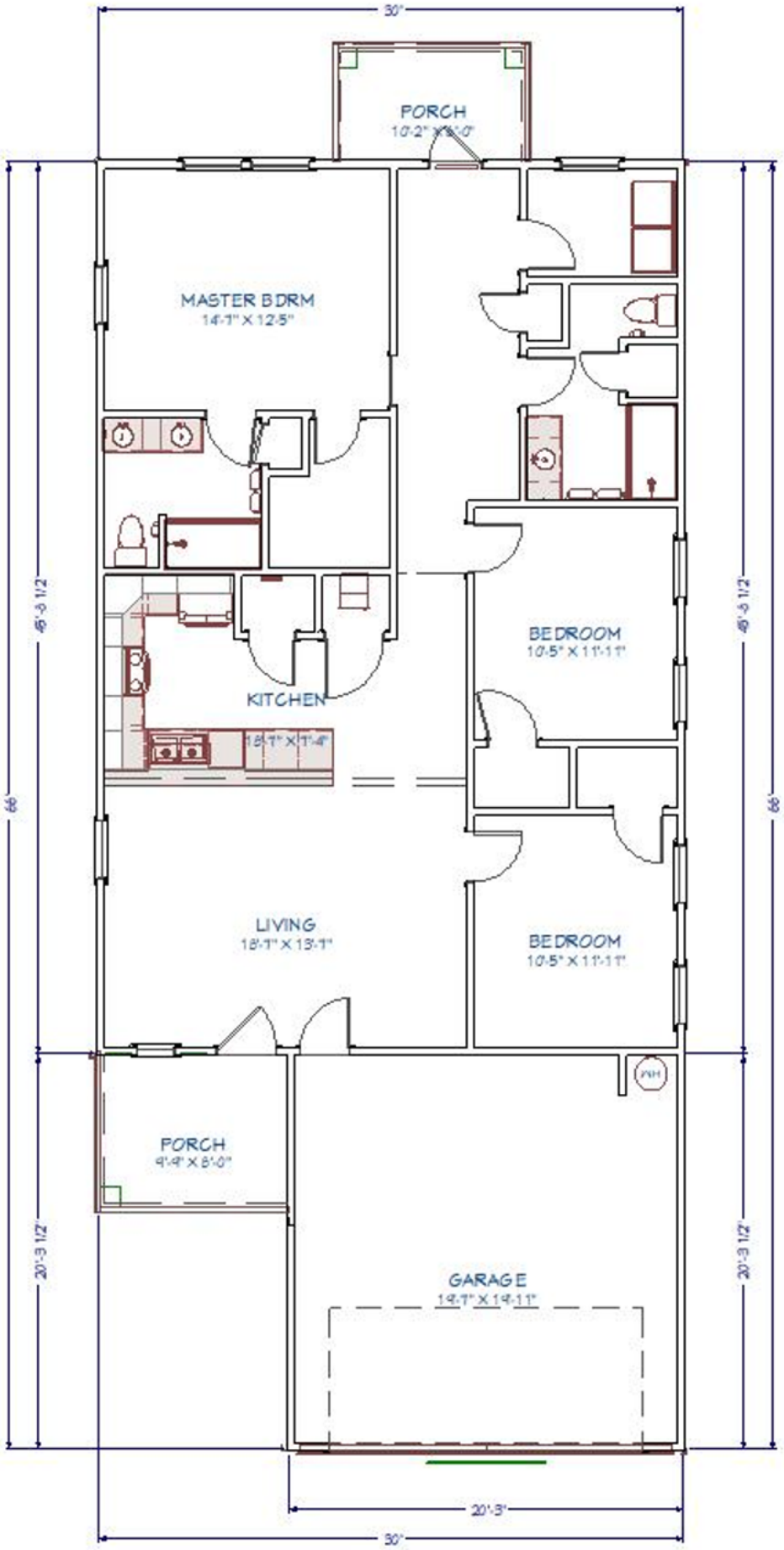


SPENCER RENDERINGS





Warren FLOOR PLAN



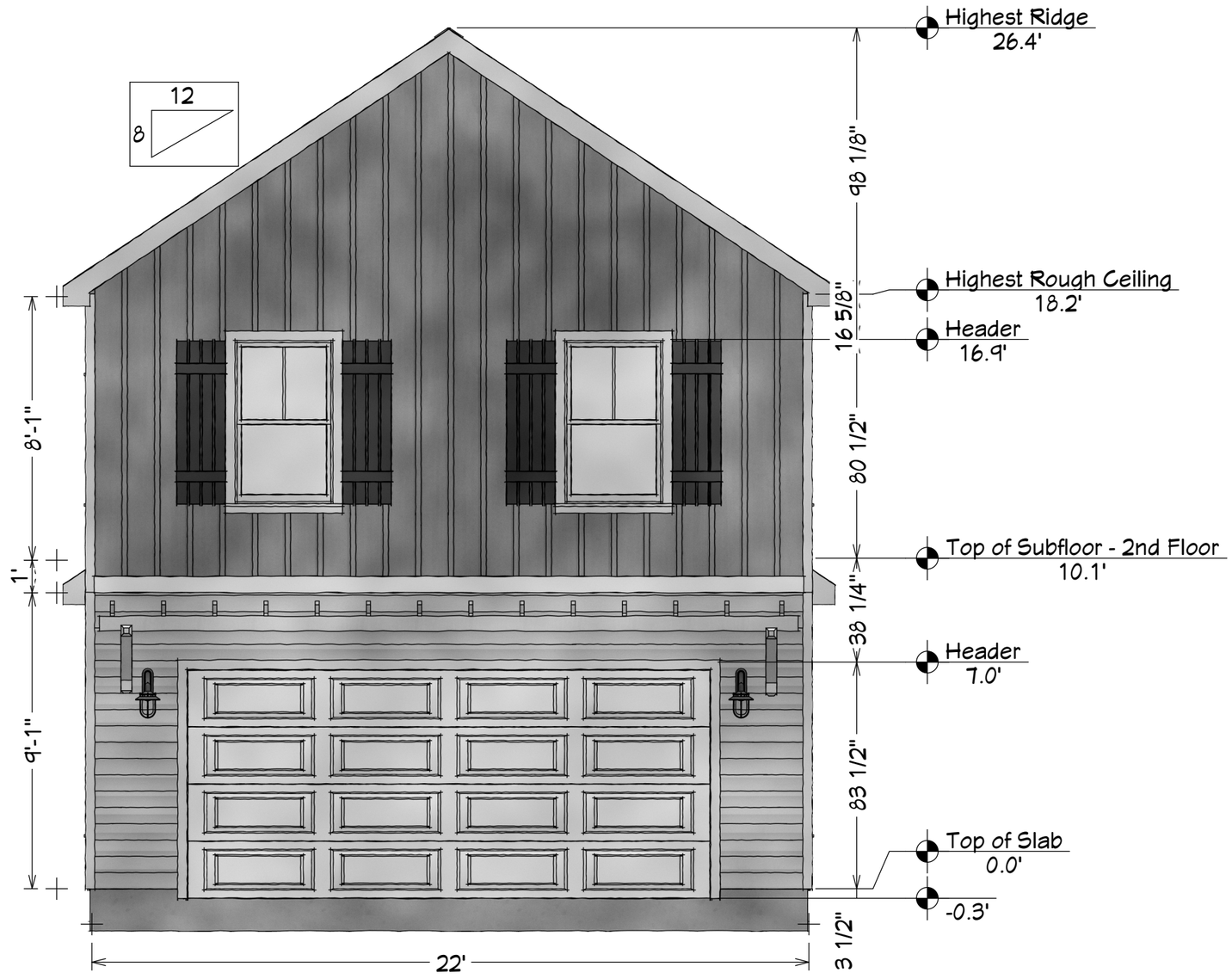
WARREN FRONT ELEVATION



WARREN RENDERING



ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 780 SQFT
2ND FLR HTD- 888 SQFT
TOTAL HTD- 1,668 SQFT
GARAGE - 496 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,370 SQFT
TOTAL FRAMING - 2,258 SQFT



FRONT ELEV.

1/4"=1'

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shane@nextchapterneighborhoods.com

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PROJECT DESCRIPTION:
Chestnut- Porch Right

SHEET TITLE:
ELEVATIONS

NO.	DESCRIPTION	BY	DATE

SCALE:

DATE:
5/27/2022

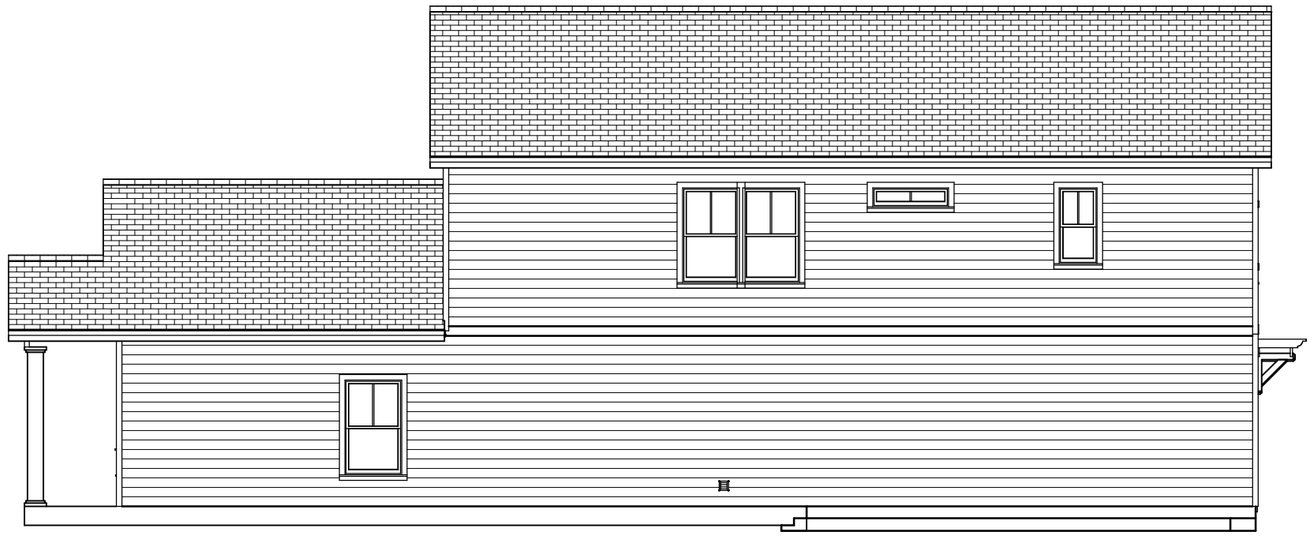
PG 1



RIGHT ELEV.



REAR ELEV.



LEFT ELEV.

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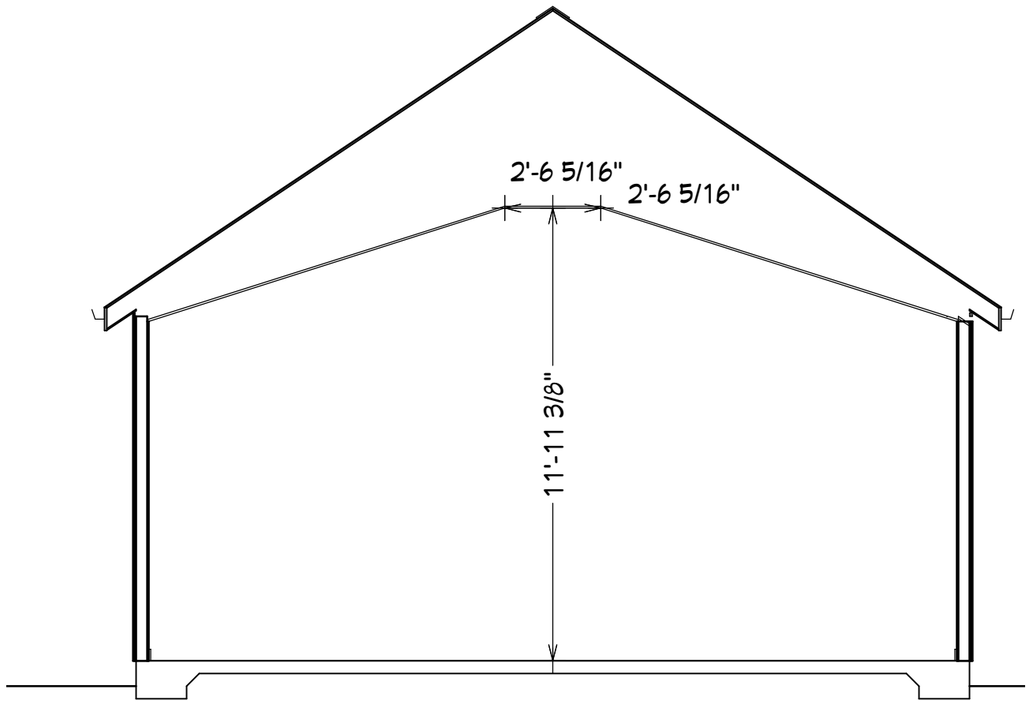
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NO.	DESCRIPTION	BY	DATE

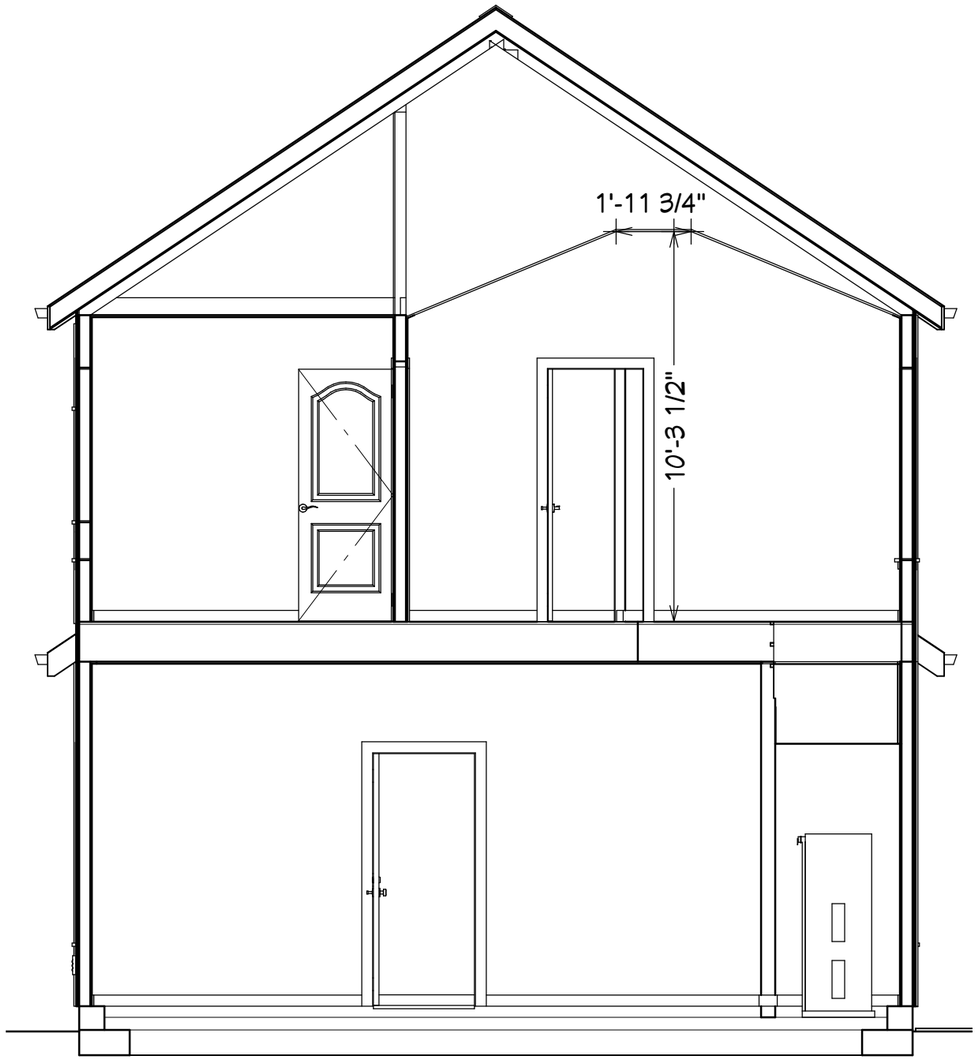
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DATE: 5/27/2022

PG 2



TYP. VAULT CROSS SECTION V1



TYP. VAULT CROSS SECTION V2

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PROJECT DESCRIPTION:
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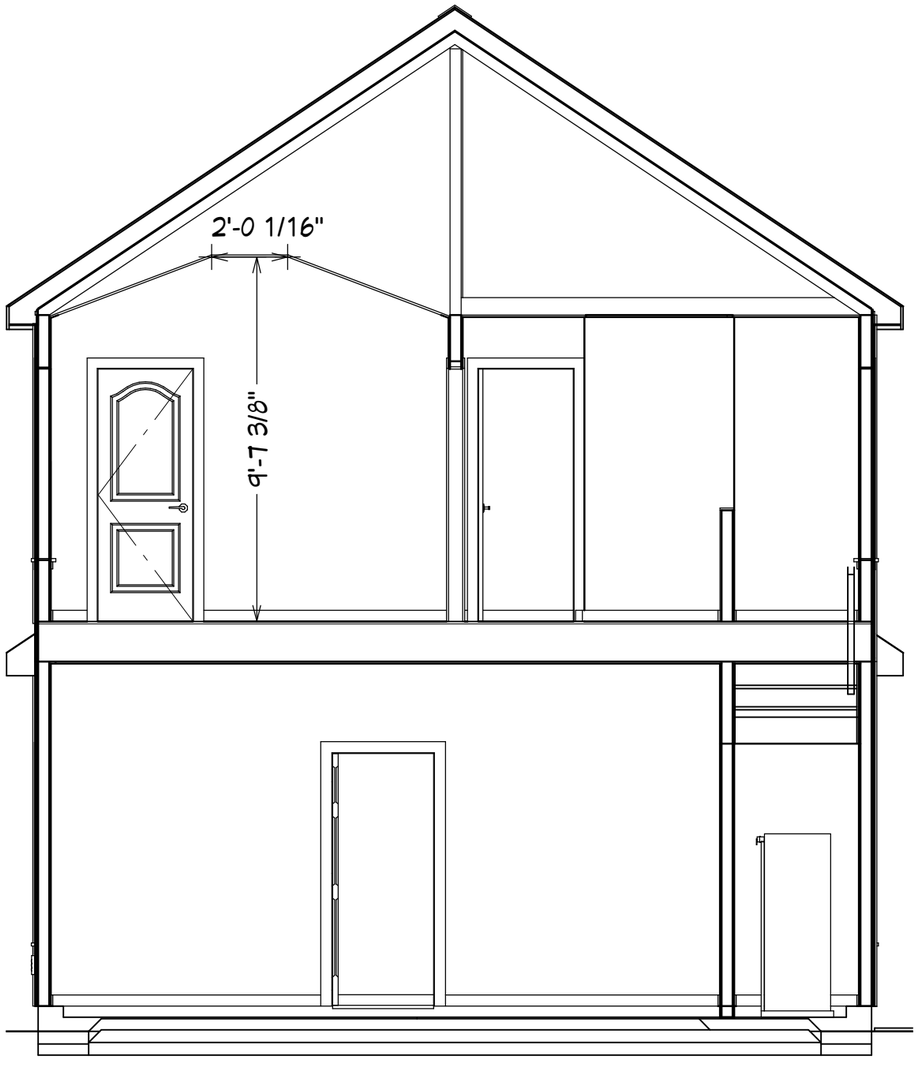
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CROSS SECTIONS

NO.	DESCRIPTION	BY	DATE

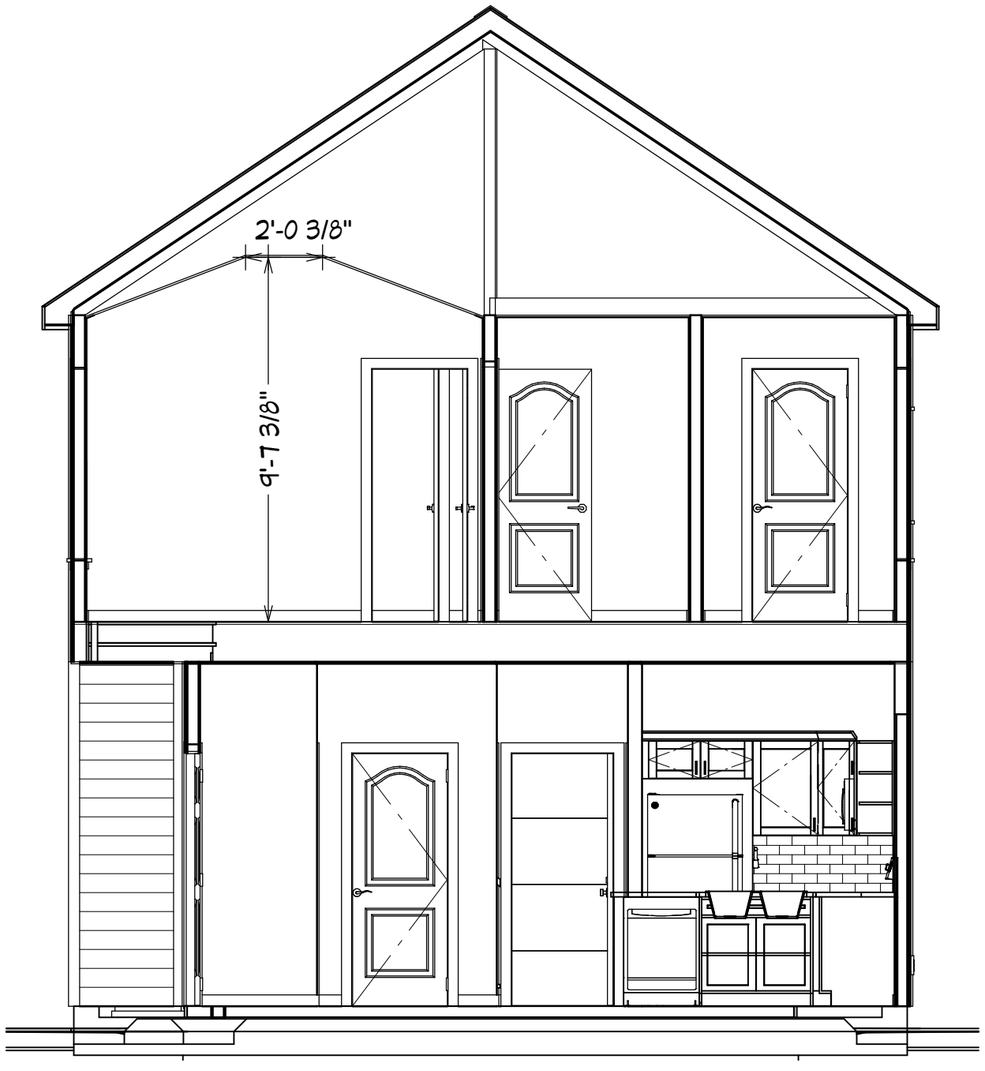
SCALE: 1/4" =1'

DATE: 5/27/2022

PG 10



TYP. VAULT CROSS SECTION V3



TYP. VAULT CROSS SECTION V4

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PROJECT DESCRIPTION:
Chestnut- Porch Right

SHEET TITLE:
CROSS SECTIONS

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4" =1'

DATE: 5/27/2022

PG 11







NEXT CHAPTER NEIGHBORHOODS

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PROJECT DESCRIPTION:
Chestnut- Porch Right

SHEET TITLE:
1ST FLOOR ISO

NO.	DESCRIPTION	BY	DATE

SCALE:

DATE:
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PG 12







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PROJECT DESCRIPTION:
Chestnut- Porch Right

SHEET TITLE:
2ND FLOOR ISO

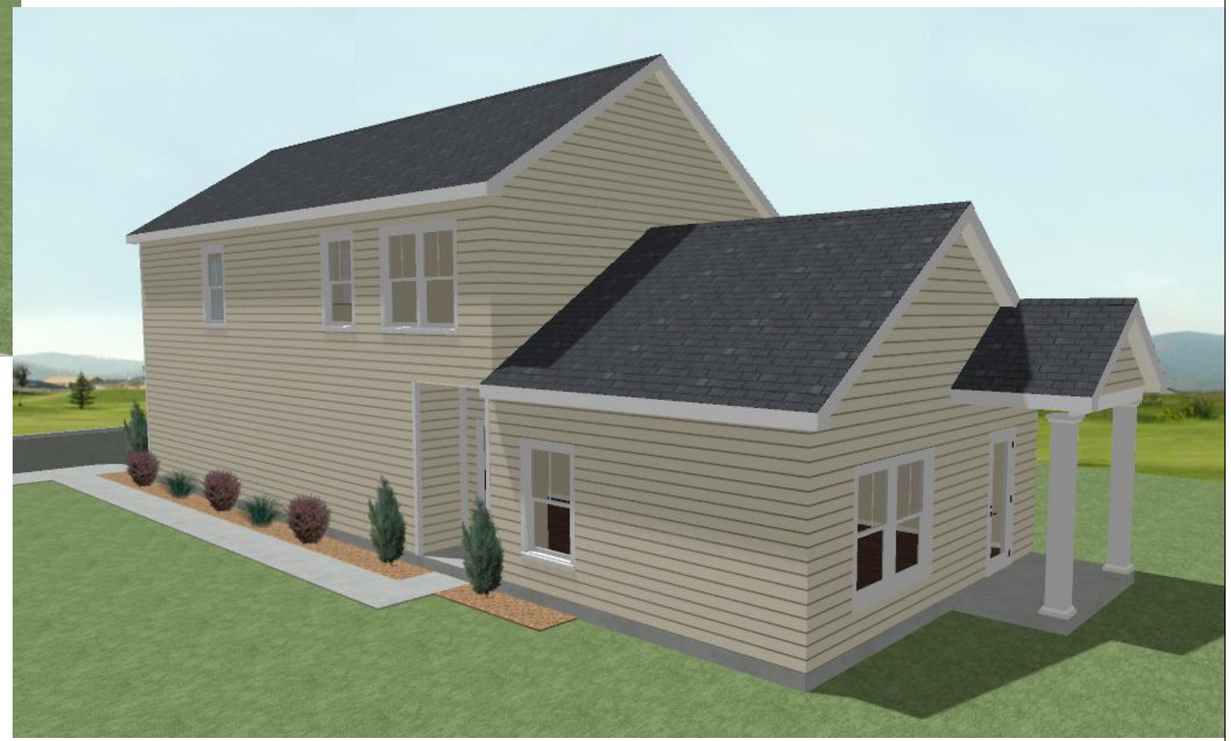
NO.	DESCRIPTION	BY	DATE

SCALE:

DATE:
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PG 13





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PROJECT DESCRIPTION:
Chestnut- Porch Right

SHEET TITLE:
EXTERIOR ISO

NO.	DESCRIPTION	BY	DATE

SCALE:

DATE:
5/27/2022



ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 632 SQFT
TOTAL HTD- 1,082 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

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PROJECT DESCRIPTION:
Cypress Layout Garage Right

SHEET TITLE:
COVER PAGE

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 6/13/2022

PG 1



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PROJECT DESCRIPTION:
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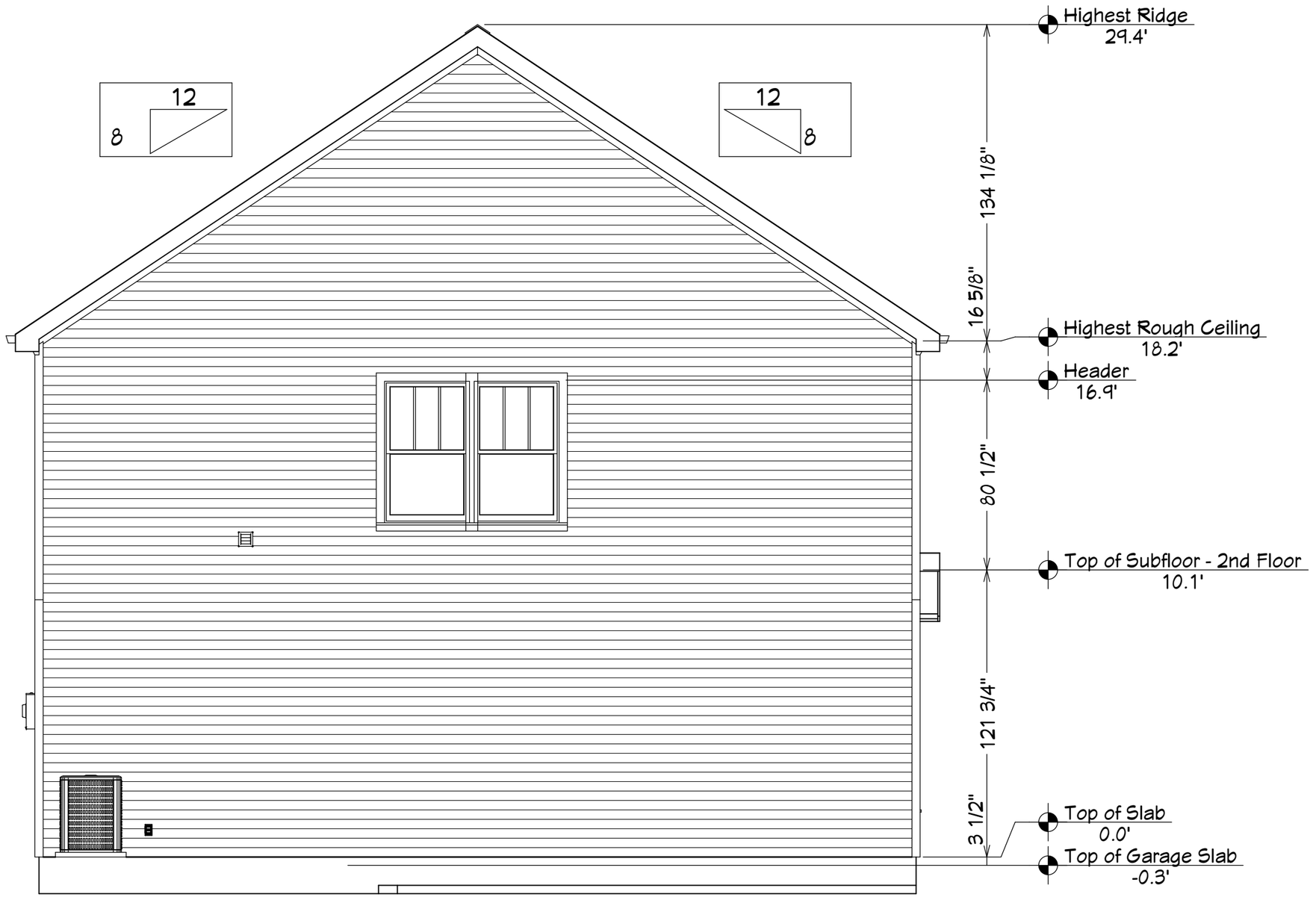
SHEET TITLE:
FRONT ELEV.

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 6/13/2022

PG 2



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PROJECT DESCRIPTION:
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SHEET TITLE:
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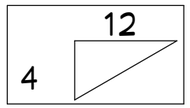
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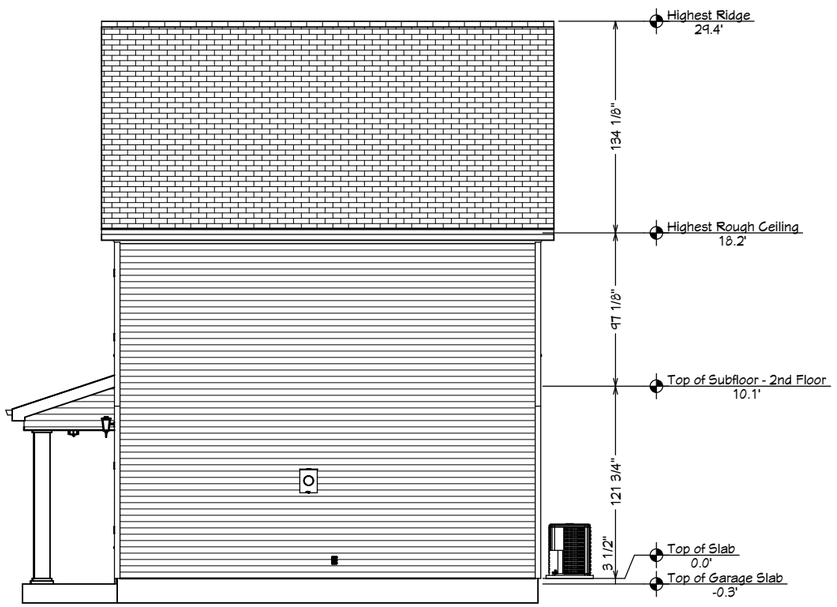
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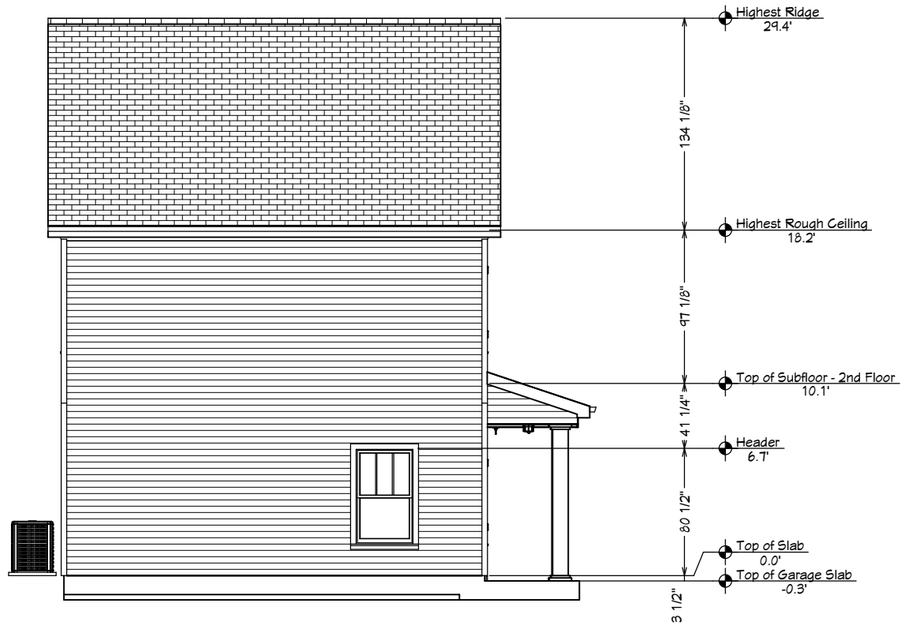
PG 3

CONT. RIDGE VENT





RIGHT ELEV.



LEFT ELEV.

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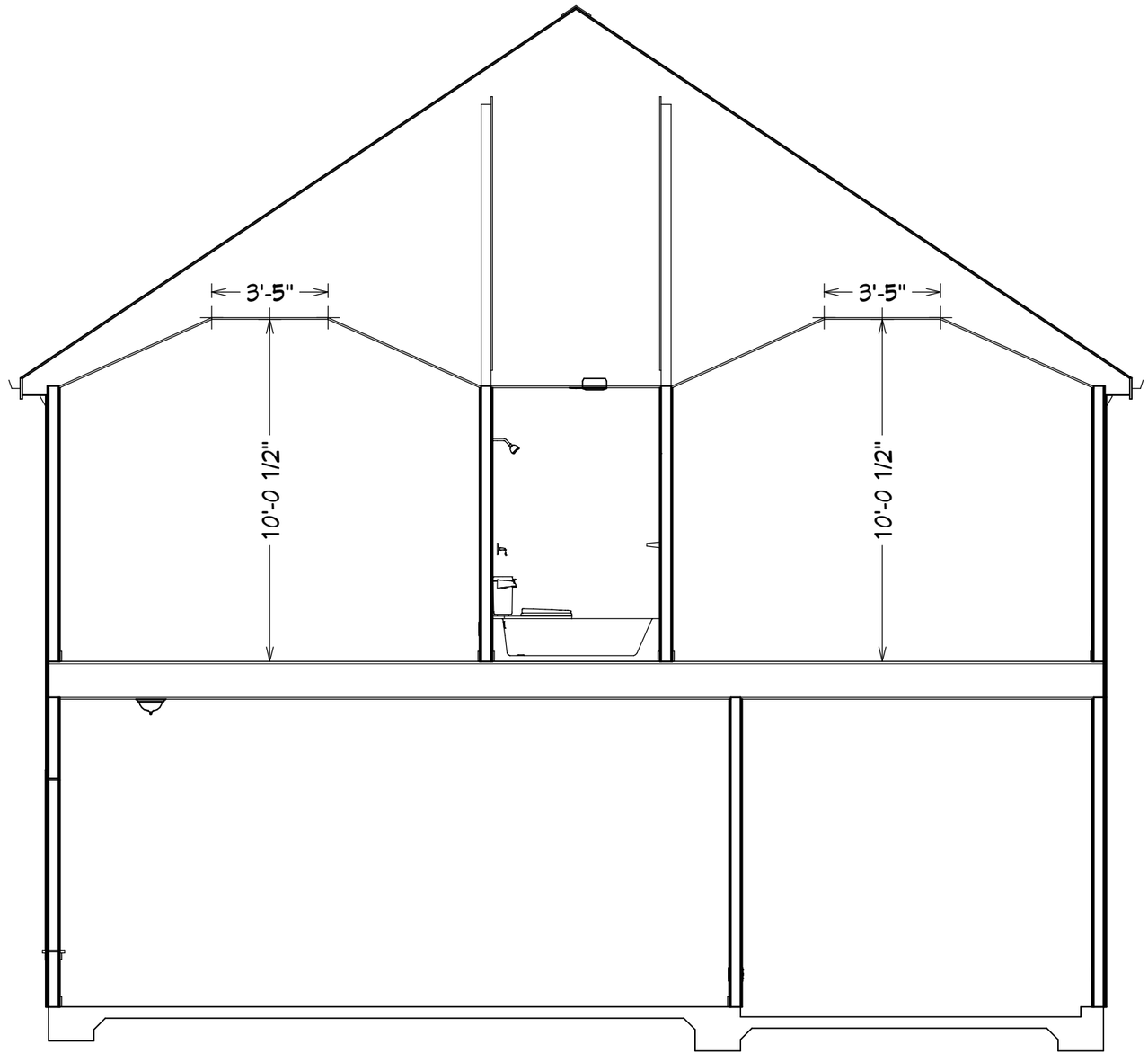
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SIDE ELEV.

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 6/13/2022

PG 4



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PROJECT DESCRIPTION:
Cypress Layout Garage Right

SHEET TITLE:
FRONT CROSS SECTION

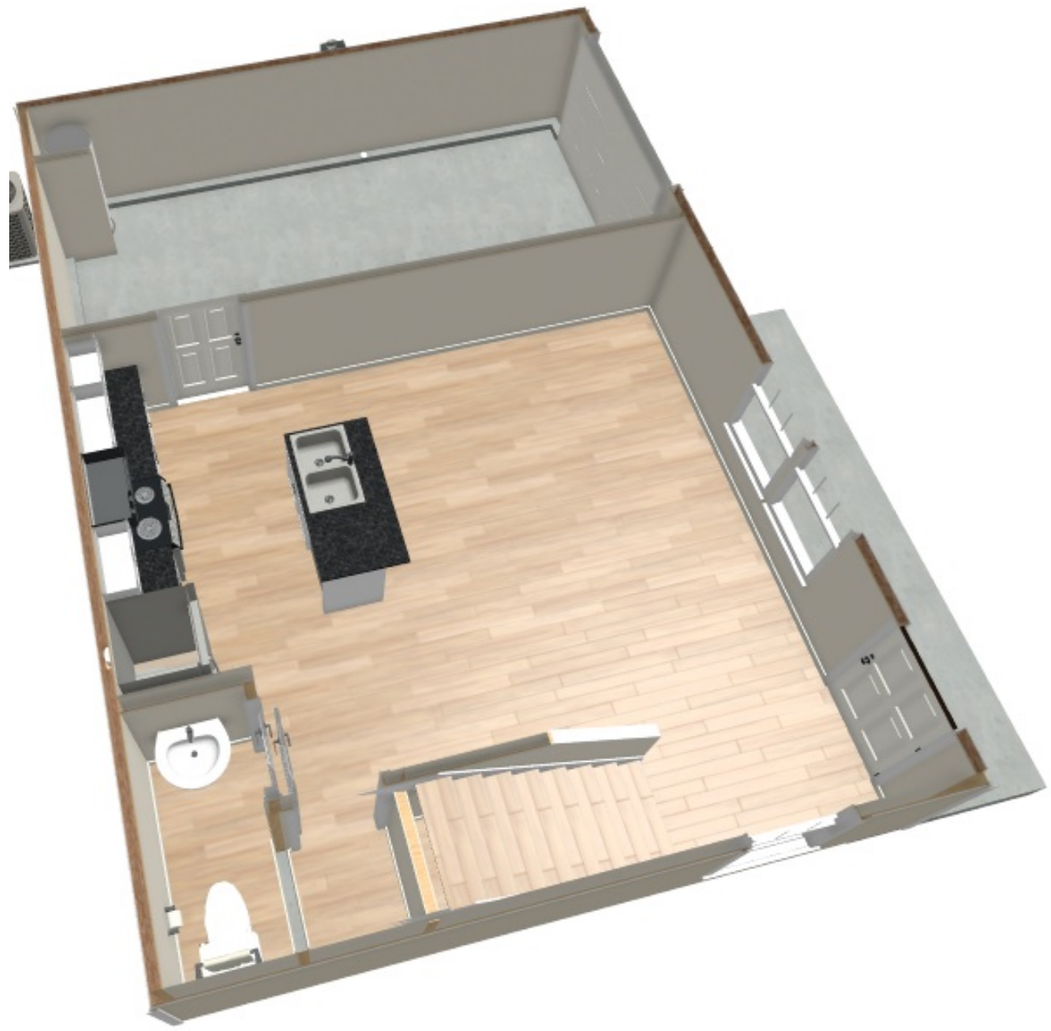
NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 6/13/2022

PG 12





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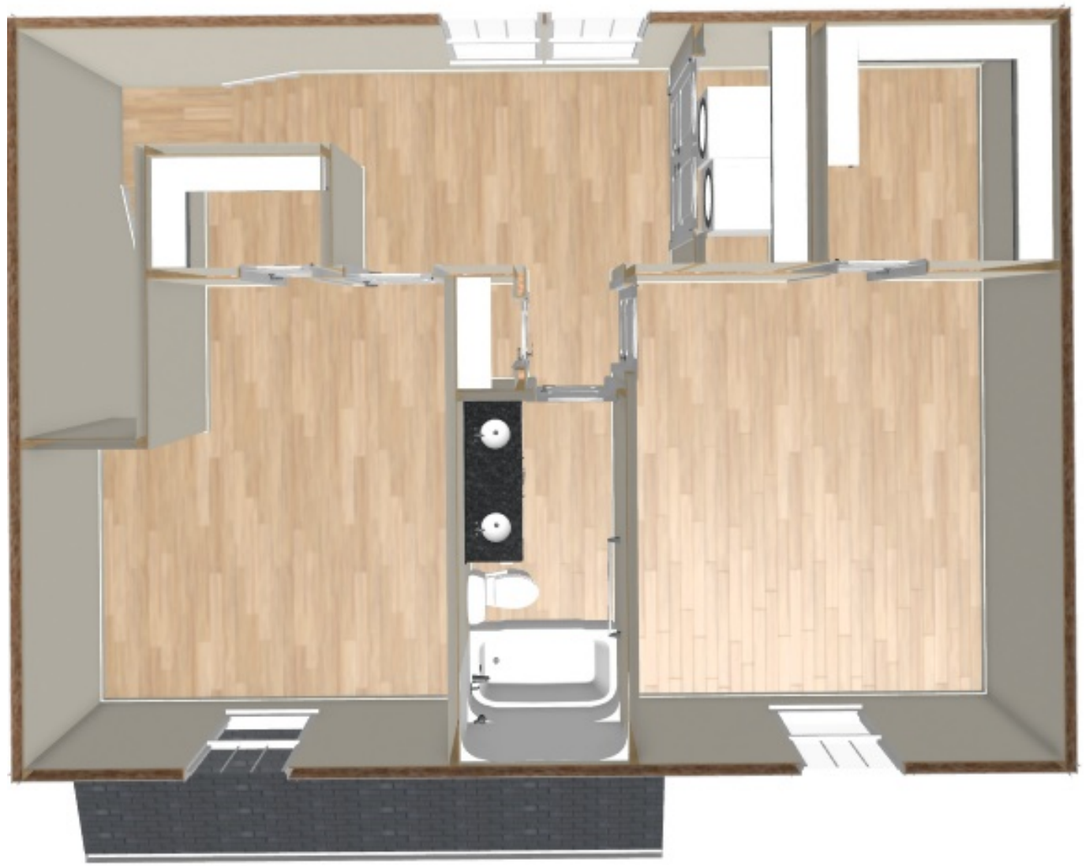
SHEET TITLE:
ISO VIEWS

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SCALE:
NO SCALE

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ISO VIEWS

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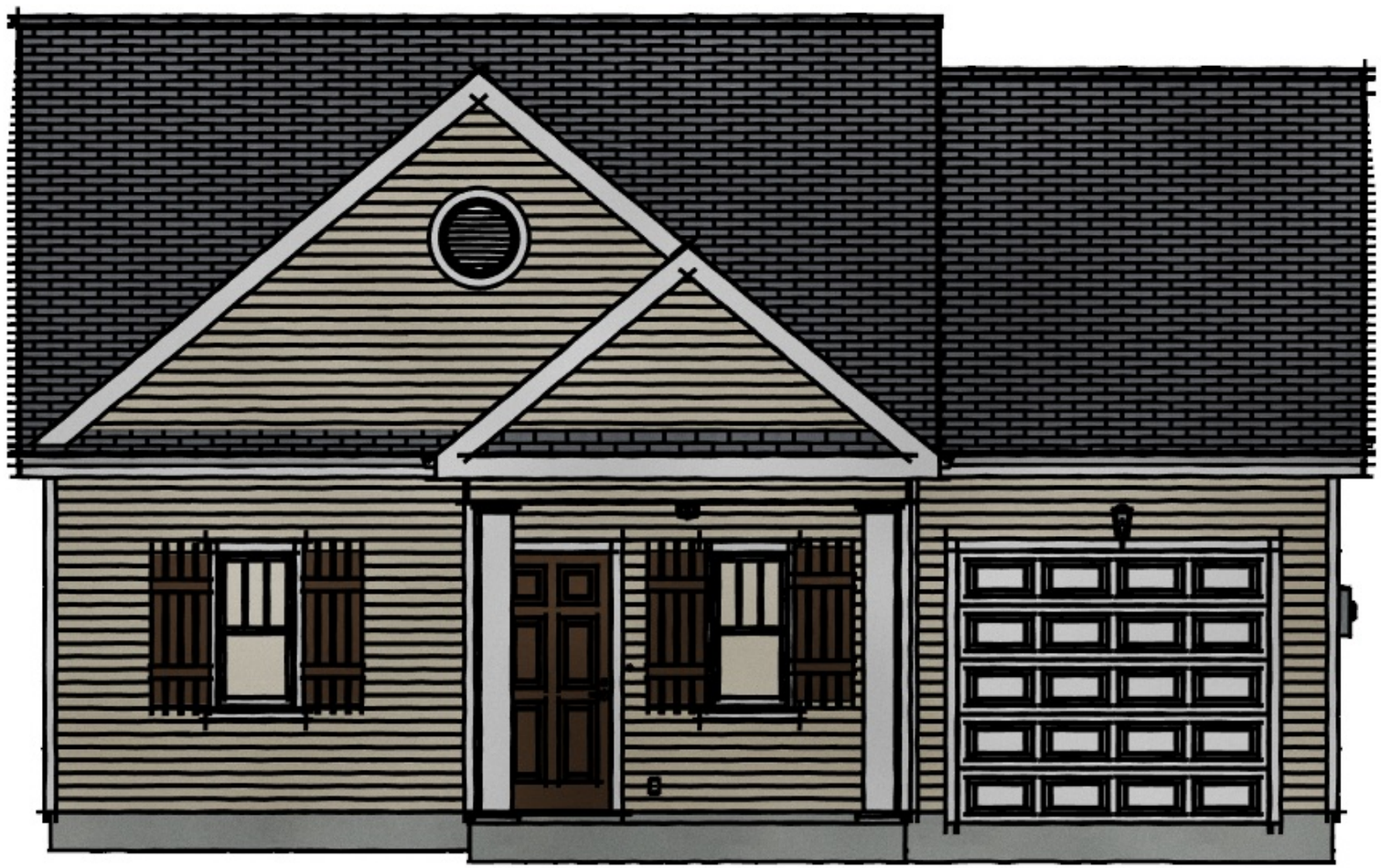
PROJECT DESCRIPTION:
Cypress Layout Garage Right

SHEET TITLE:
ISO VIEWS

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 6/13/2022



ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 1,288 SQFT
GARAGE - 247 SQFT
PORCH - 137 SQFT
FOOTPRINT - 1,538 SQFT
TOTAL FRAMING - 1,675 SQFT
MONO SLAB CONC.- 38 CuYd
ROOFING- 27 SQ
SIDING- 23 SQ
FLOORING- 1,288 SQFT
DRYWALL- 6,618 SQFT

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PROJECT DESCRIPTION: Jasmine

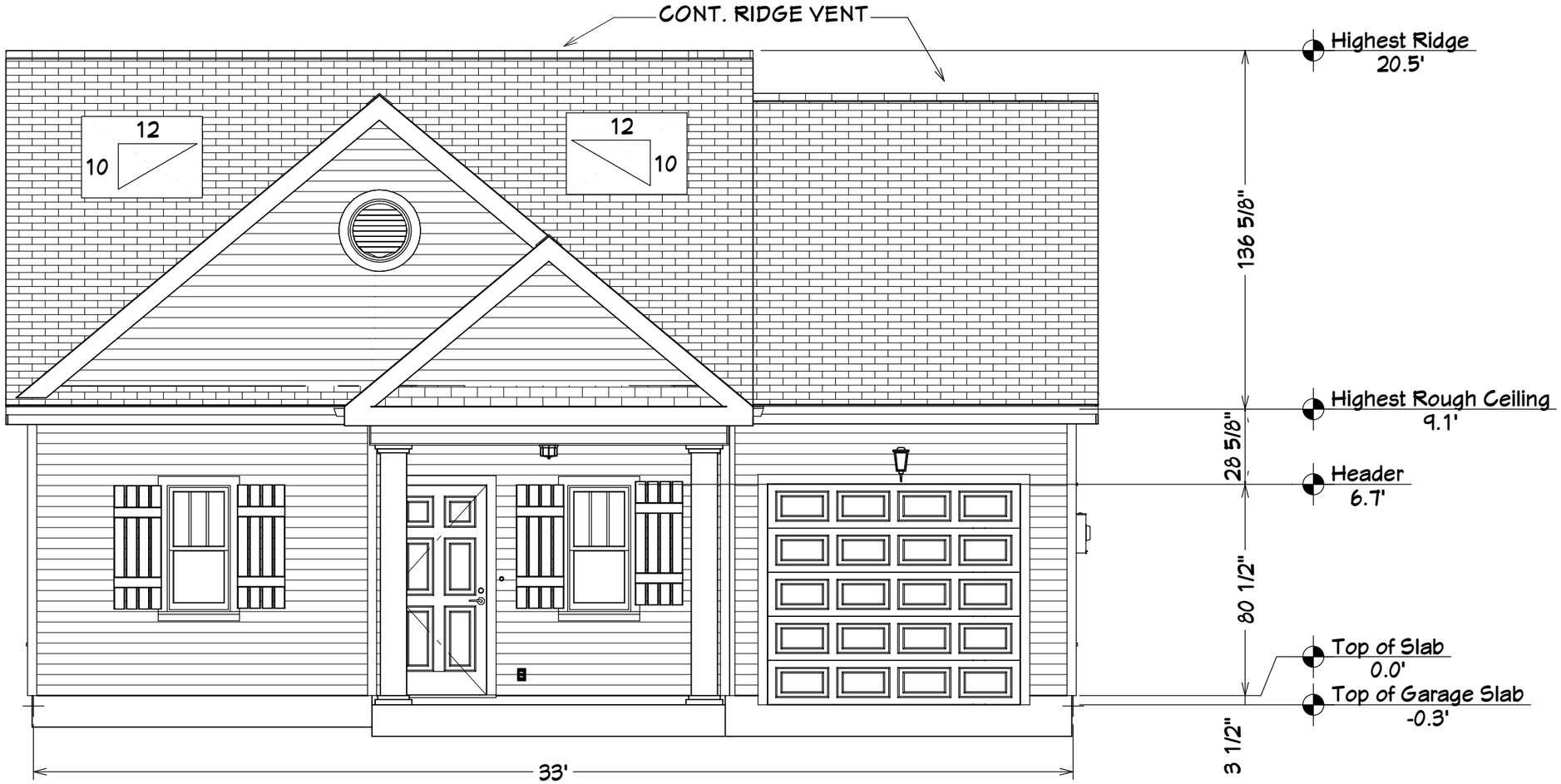
SHEET TITLE: COVER PAGE

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 5/25/2022

PG 1



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PROJECT DESCRIPTION: Jasmine

SHEET TITLE: FRONT ELEV.

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 5/25/2022

PG 2



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PROJECT DESCRIPTION: Jasmine

SHEET TITLE: REAR ELEV.

NO.	DESCRIPTION	BY	DATE

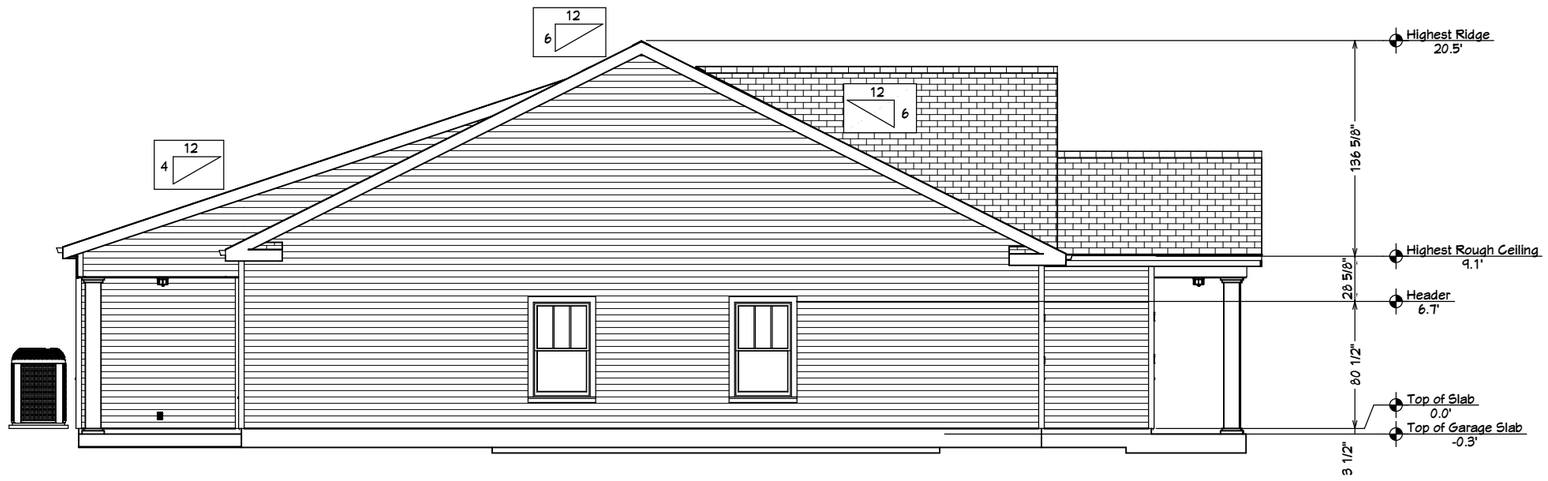
SCALE: 1/4"=1'

DATE: 5/25/2022

PG 3



RIGHT ELEV.



LEFT ELEV.

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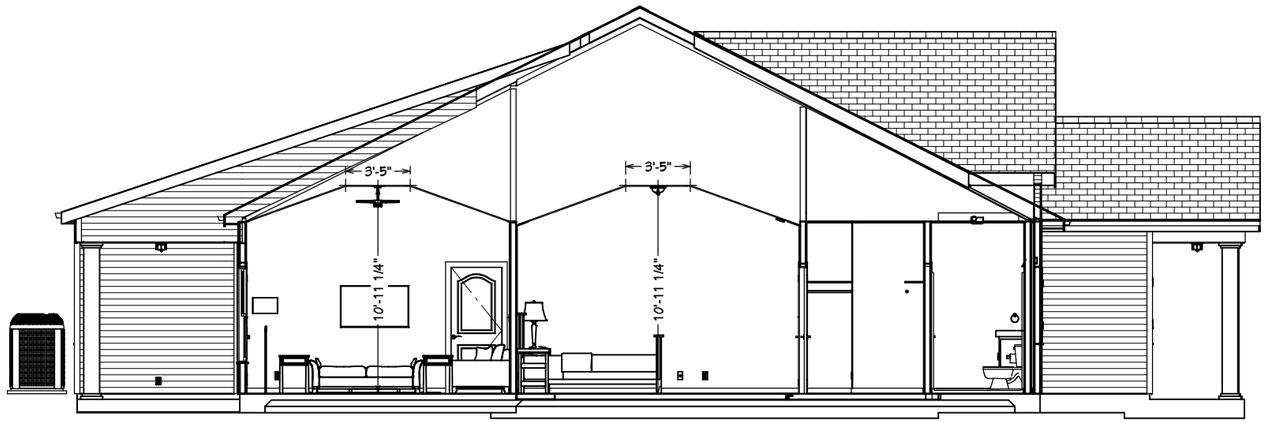
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NO.	DESCRIPTION	BY	DATE

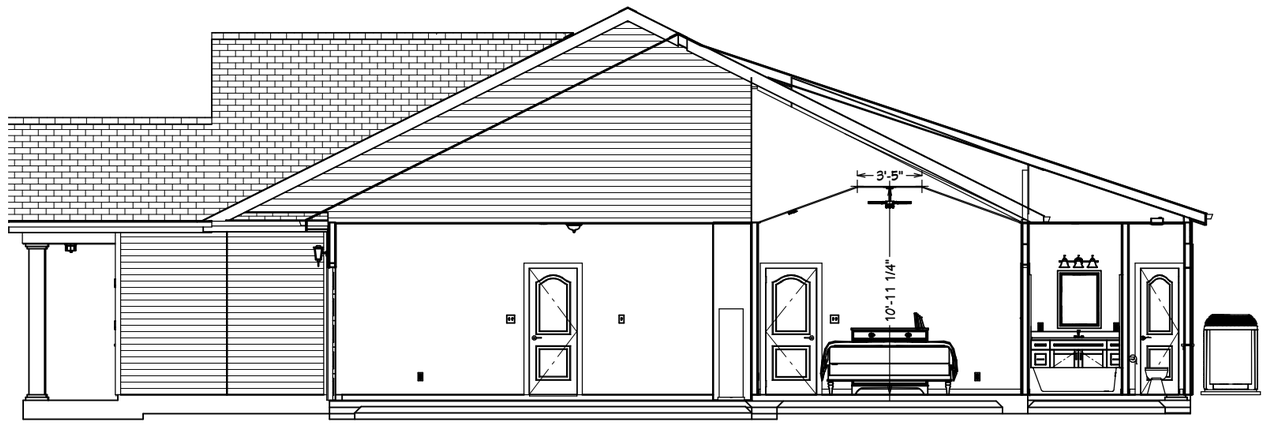
SCALE: 1/8"=1'

DATE: 5/25/2022

PG 4



LEFT CROSS SECTION



RIGHT CROSS SECTION

DRAWN BY:
Andrew M. Woods
Awoods@nextchapterconstruction.us

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DRAWINGS PROVIDED FOR:
Next Chapter Neighborhoods
2500 Trade Center Dr, Evans, GA 30809
706-831-3984 - www.nextchapterneighborhoods.com

PROJECT DESCRIPTION: Jasmine

SHEET TITLE: CROSS SECTIONS

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 5/25/2022

PG 11







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PROJECT DESCRIPTION:
Jasmine

SHEET TITLE:
ISO VIEWS

NO.	DESCRIPTION	BY	DATE

SCALE:
NO SCALE

DATE:
5/25/2022

PG 12









NEXT CHAPTER NEIGHBORHOODS

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PROJECT DESCRIPTION:
Jasmine

SHEET TITLE:
ISO VIEWS

NO.	DESCRIPTION	BY	DATE

SCALE:
NO SCALE

DATE:
5/25/2022

PG 13



ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 810 SQFT
GARAGE - 219 SQFT
PORCH - 147 SQFT
FOOTPRINT - 1,177 SQFT
FLOORING- 810 SQFT

DRAWN BY:
Preston Parfitt
Preston@nextchapternieghborhoods.com

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PROJECT DESCRIPTION: WILLOW

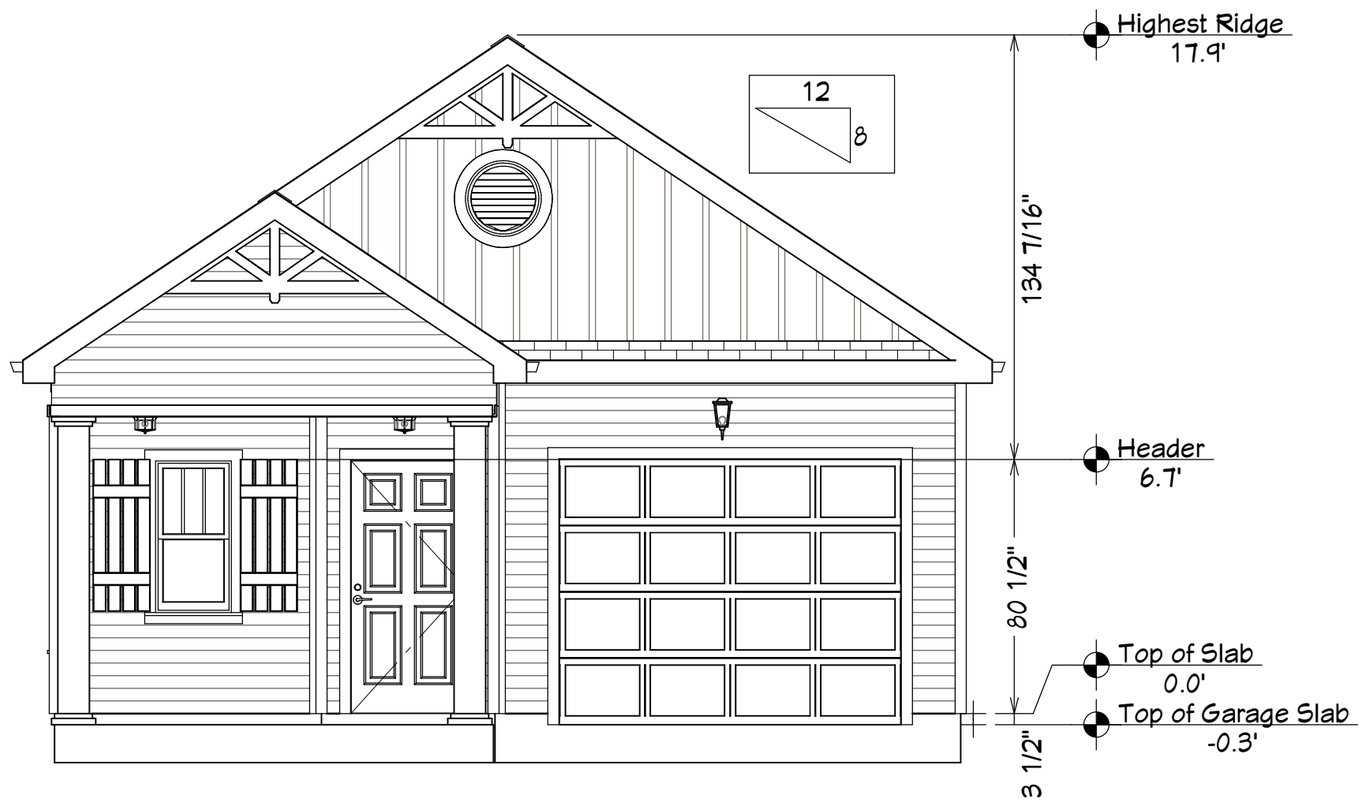
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NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 9/23/2025

PG 1



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PROJECT DESCRIPTION: WILLOW

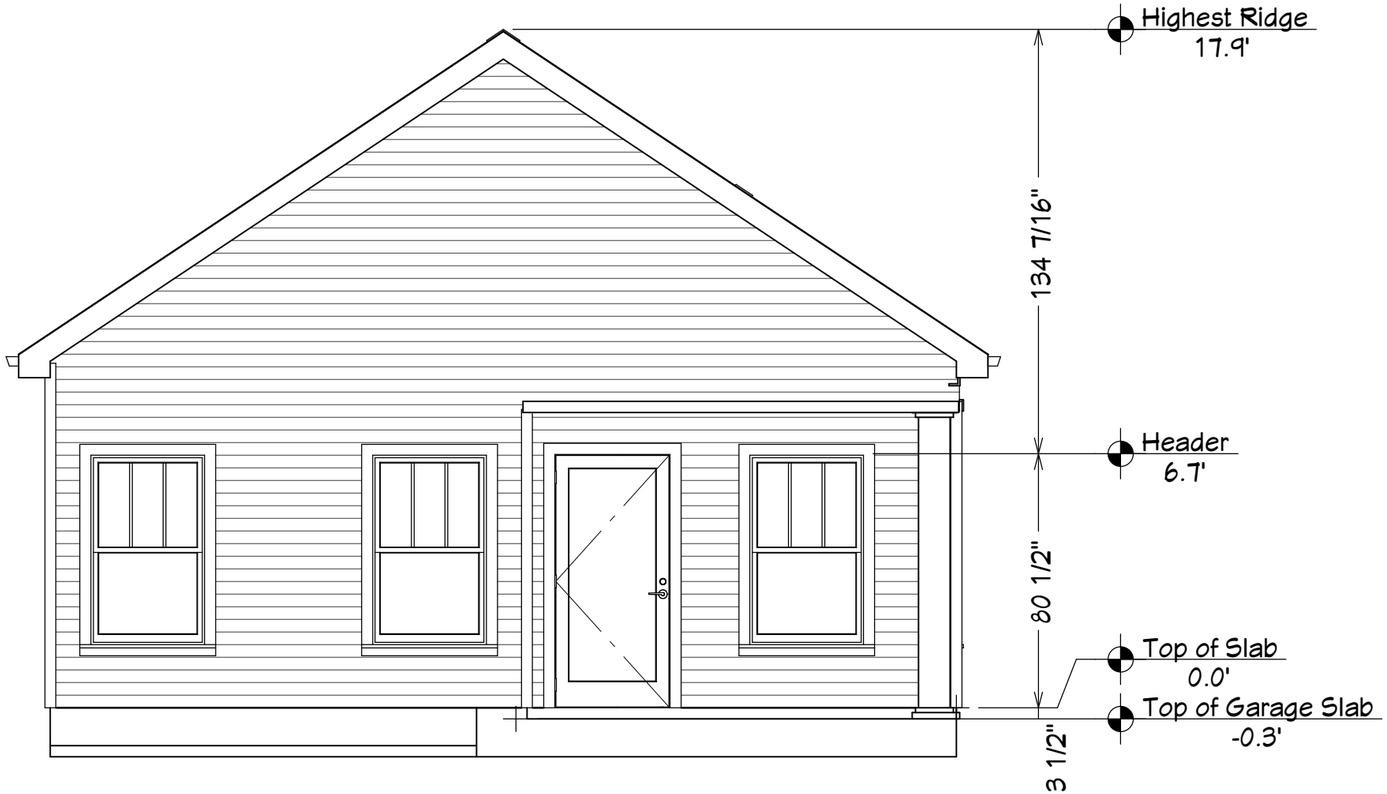
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NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 9/23/2025

PG 2



NEXT CHAPTER NEIGHBORHOODS

DRAWN BY:
Preston Parfitt
Preston@nextchapternieghborhoods.com

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PROJECT DESCRIPTION: WILLOW

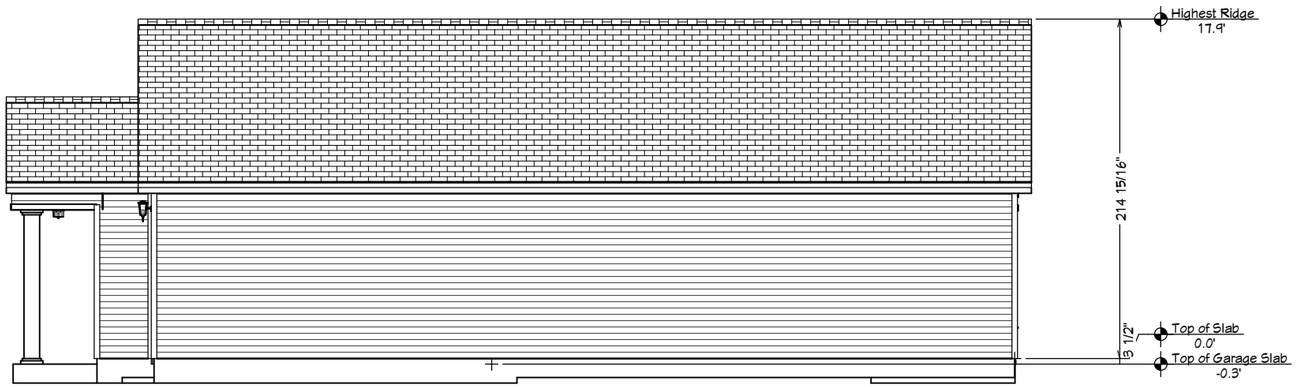
SHEET TITLE: REAR ELEV.

NO.	DESCRIPTION	BY	DATE

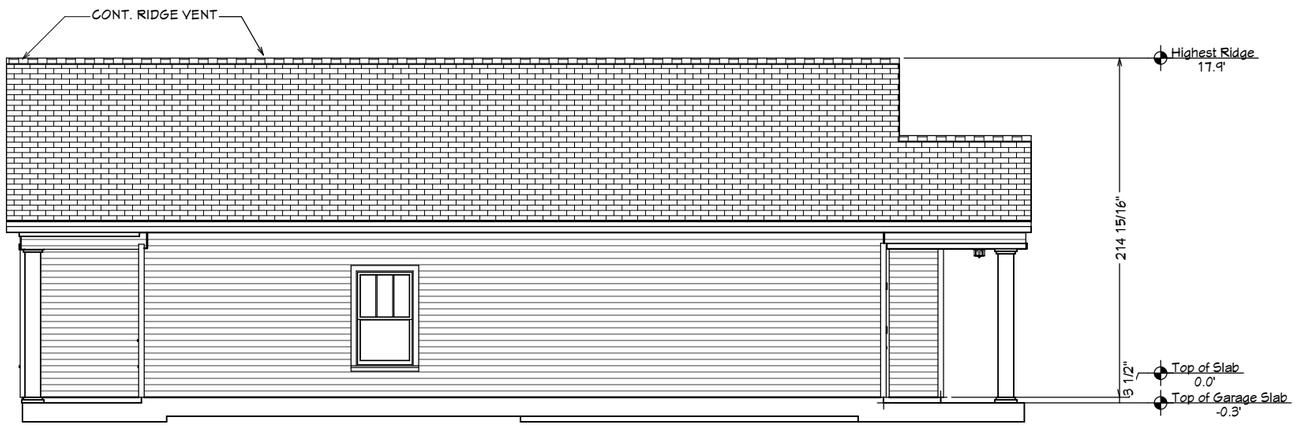
SCALE: 1/4"=1'

DATE: 9/23/2025

PG 3



RIGHT ELEV.



LEFT ELEV.

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Preston@nextchapternieghborhoods.com

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PROJECT DESCRIPTION: WILLOW

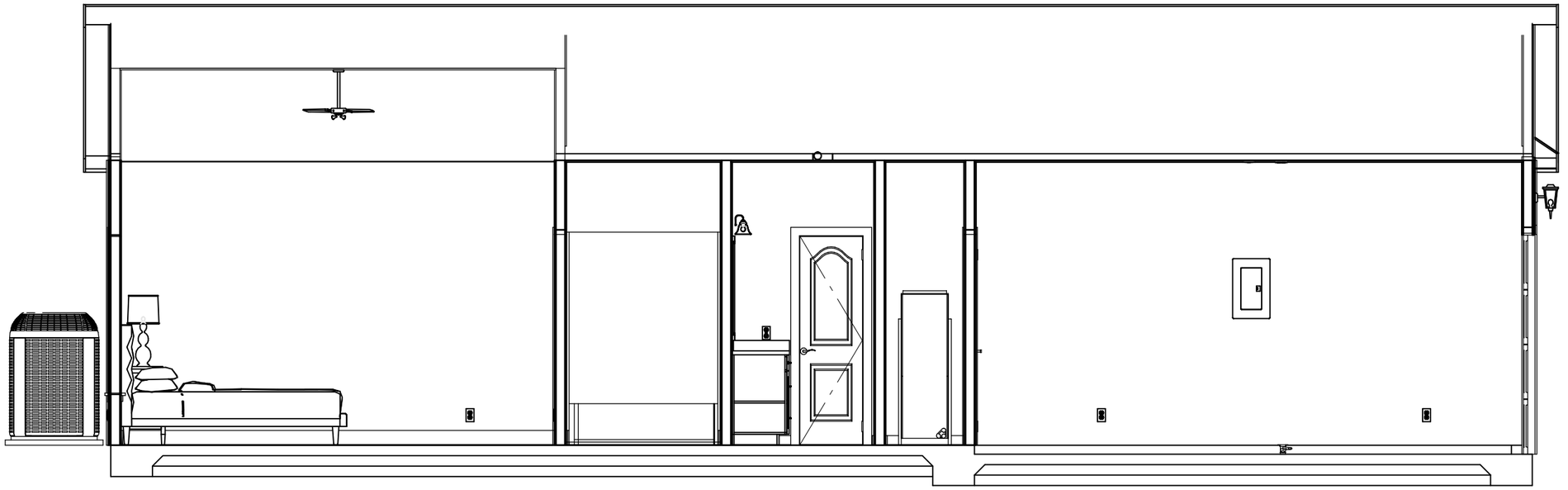
SHEET TITLE: SIDE ELEV.

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 9/23/2025

PG 4





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Preston@nextchapternieghborhoods.com

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706-831-3984 - www.nextchapterneighborhoods.com

PROJECT DESCRIPTION: WILLOW

SHEET TITLE: CROSS SECTIONS

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 9/23/2025

PG 11







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Preston@nextchapternieghborhoods.com

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706-831-3984 - www.nextchapterneighborhoods.com

PROJECT DESCRIPTION: WILLOW

SHEET TITLE: ISO VIEWS

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 9/23/2025







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Preston@nextchapternieghborhoods.com

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PROJECT DESCRIPTION: WILLOW

SHEET TITLE:

NO.	DESCRIPTION	BY	DATE

SCALE:

DATE: 9/23/2025

EXHIBIT E
EXAMPLE MONUMENT SIGN

Crafton Tull

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”
52”
60”
96”
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

DRAWINGS ARE FOR CONCEPTUAL PURPOSES ONLY.
VICINITY AIMS TO REPLICATE DRAWINGS AS PRECISE AS POSSIBLE, HOWEVER, FINAL COLOR, TEXTURE, MATERIALS, FABRICATION/INSTALLATION METHODS MAY VARY FROM DRAWINGS AND IS TO BE EXPECTED.

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1902

MEETING OF OCTOBER 28, 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: **Appeal: RZN-2025-0033: Rezoning (922 E. ROCKWOOD TRL/ CAHOON, 447): Submitted by NILES EVIN ALLEN HOLDINGS for property located at 922 E. ROCKWOOD TRL in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.**

RECOMMENDATION:
City Planning staff recommend denial and the Planning Commission denied a request to rezone the subject property as shown in exhibits 'A' and 'B'.

BACKGROUND:
The subject area is in east-central Fayetteville at the northwest corner of the N. Jackson Drive and E. Rockwood Trail, which is approximately 880 feet east of N. Mission Boulevard. The 0.33-acre subject property is developed with a single-family home that was built in 1961, per Washington County Records. The subject property is located in the Hillside/Hilltop Overlay District (HHOD) and is zoned RSF-4, Residential Single-Family, 4 Units per Acre.

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to NC, Neighborhood Conservation.

Public Comment: Staff has received one public comment in opposition citing that this would negatively impact trees, be out of character with the surroundings, and invite higher density development.

Land Use Compatibility: The subject property is adjacent to RSF-4-zoned single-family properties to the north, east, south, and west. To introduce NC in the area would differ from the established character of the area and its development under a uniform set of standards and allowances. While NC and RSF-4 are similar in allowing single-family dwellings by-right, the largest difference are the conditional uses allowed for NC, with two- to four-family residential units as well as less-intensive commercial. In terms of zoning standards, NC requires less lot area to develop, allowing 4,000 sq.ft. lots with a 40-foot lot width. RSF-4 requires more space with 8,000 sq.ft. lot area and 60-foot lot width (versus 70-foot outside the HHOD). In addition, NC has a 10-unit per acre density maximum compared to RSF-4's 4 units. With NC's smaller lot requirements and the property's size, it could be divided into 3 lots. No other property in the area is developed similar to the NC development patter, highlighting how much the neighborhood's character could change with the proposed rezoning. Another marked difference between the two zoning districts would be the introduction of a 0 to 25-foot build-to-zone, further altering the

established standard setback character. Staff finds the requested rezoning to be incompatible with surrounding land uses as it introduces diversity in a standardized area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. Areas with this designation are intended for diverse residential development opportunities, that both RSF-4 and NC can allow through a conditional use (e.g., two-family residential). Appropriate infill could likely be achieved under the property's existing zoning designation, with the by-right addition of accessory dwellings, and the ability to subdivide the existing lot into two lots without having to rezone or seek conditional use. Staff finds that the requested rezoning would allow for the creation of more homes on the lot while introducing additional housing types, but argues that it may be more appropriate to develop the site in a manner that is more consistent in size and scale with the surrounding properties.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 4-5 for this site. The following elements of the matrix contribute to the score:
• 4 Minute Fire Response (Station 2, 138 W North St.)
• Near Sewer Main (6-inch main E. Rockwood Trail.)
• Near Water Main (8-inch main N. Jackson Drive; 8-inch main E. Rockwood Trail)
• Near City Park (Mount Sequoyah Woods)
• Near Paved Trail (Rebecca Street Trail and Side-Path Trail)

DISCUSSION:
At the September 8, 2025 Planning Commission meeting, a motion to deny the request resulted in a 5-3-0 vote. Commissioners Brink, McGetrick, and Castin were opposed to the denial. Commissioners in favor of denial agreed with staff's findings that the change would introduce an urban form standard that would be in conflict with the neighborhood character. Opponents to the denial discussed how the density allowances allowed in NC would allow for the development of additional residential units in the area. Two members of the public spoke concerning the item. One spoke opposing the item as it would disrupt the neighborhood's character and the second spoke in support, arguing that NC would allow for additional residential units in the area.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2025-1902

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-33 FOR APPROXIMATELY 0.33 ACRES LOCATED AT 922 EAST ROCKWOOD TRAIL IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE 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 RSF-4, Residential Single-Family, 4 Units Per Acre 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.

Masters, Jessica

From: Masters, Jessica
Sent: Tuesday, September 23, 2025 10:58 AM
To: CityClerk; Pennington, Blake
Cc: allen.niles@yahoo.com; Williams, Kit; Frank, Wes; Curth, Jonathan; Hopkins, Mirinda
Subject: RE: RZN 2025-0033 Appeal

Good morning,

We are able to queue this up for the October 21 City Council meeting.

Mirinda Hopkins will be in touch with public notification requirements.

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

CITY OF FAYETTEVILLE ARKANSAS

From: CityClerk <cityclerk@fayetteville-ar.gov>
Sent: Monday, September 22, 2025 4:33 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: allen.niles@yahoo.com; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: RZN 2025-0033 Appeal

Thank you Blake!
We'll wait for Jessie in Planning to provide us the date the item will be ready to be presented to City Council.

Have a great day!

Jonathan Ramirez

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, September 22, 2025 4:23 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: allen.niles@yahoo.com; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: FW: RZN 2025-0033 Appeal

Please see below. I believe this meets the form, time, and place requirements of Section 155.02.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: (479) 575-8312

From: Niles Allen <allen.niles@yahoo.com>
Sent: Monday, September 22, 2025 4:22 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: Re: RZN 2025-0033 Appeal

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes this is correct

Sent from Yahoo Mail for iPhone

On Monday, September 22, 2025, 4:16 PM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> I spoke with Mr. Allen on the phone a little while ago. It sounds like he was having difficulty since he was typing out his appeal on the phone rather than a computer. The most applicable code sections are 155.02 and 154.03 (Private Parties/Zoning Amendment). I would like for him to confirm because the rest of the email meets the requirements since he discussed the options he was looking at for compatible zoning districts that would work for his project.
>
> Mr. Allen, would you please confirm?
>
> Thanks,
>
> **Blake E. Pennington**
>
> Senior Assistant City Attorney
>
> City of Fayetteville, Arkansas
>
> bpennington@fayetteville-ar.gov
>
> Direct: (479) 575-8312

From: Niles Allen <allen.niles@yahoo.com>
Sent: Monday, September 22, 2025 4:01 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Re: RZN 2025-0033 Appeal

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 & clerk staff, I would like to appeal under 155.04. I would like to have to opportunity to present a conceptual site plan to a pre app meeting I was told was not needed. Sorry to be vague here I am away from my office.

Sent from Yahoo Mail for iPhone

On Monday, September 22, 2025, 10:59 AM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> Mr. Allen,
>
> The appeals process is outlined in Section 155.02 of the Unified Development Code: https://library.municode.com/ar/fayetteville/codes/code_of_ordinances?nodeId=CD_ORD_TITXVUNDECO_CH155AP_155.02FOTIPL
>
> In short, you must submit your appeal to the City Clerk referencing the applicable UDC sections, explaining the reasons you believe the Planning Commission decision was made in error, and how you were adversely affected. It does not have to be a long appeal letter. The appeal must be filed within 10 working days of the Planning Commission's denial which I believe makes that deadline today before the City Clerk's office closes.
>
> You can either submit the appeal in person at the City Clerk's office or email it to them at cityclerk@fayetteville-ar.gov. I'm copying Jessie Masters, the City Planner, as well as the City Clerk's office so they are aware of this potential appeal.
>
> Please let me know if you have any questions.
>
> Thanks,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: (479) 575-8312

From: Niles Allen <allen.niles@yahoo.com>
Sent: Friday, September 19, 2025 4:46 PM
To: City_Attorney <city_attorney@fayetteville-ar.gov>
Subject: RZN 2025-0033 Appeal

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.

Good afternoon, I am writing to appeal the re-zone that was denied for RNZ-2025-0033. I initially inquired about a pre app meeting that would have benefited the direction I would have gone and was told this was not necessary. I would like to present a conceptual site plan and elevations that could help illustrate the idea behind the development. I had spoke to Donna in planning about this project and was to the NC would be the best path for the three single family homes to be on this lot. During the meeting it was suggested that we do two single family home with ADU units which I feel is more impact that what I am proposing. I would like to have the opportunity to one re present this with the conceptual plans or approach RSF 8. I appreciate your consideration on this issue and look forward to hearing back.

Best,

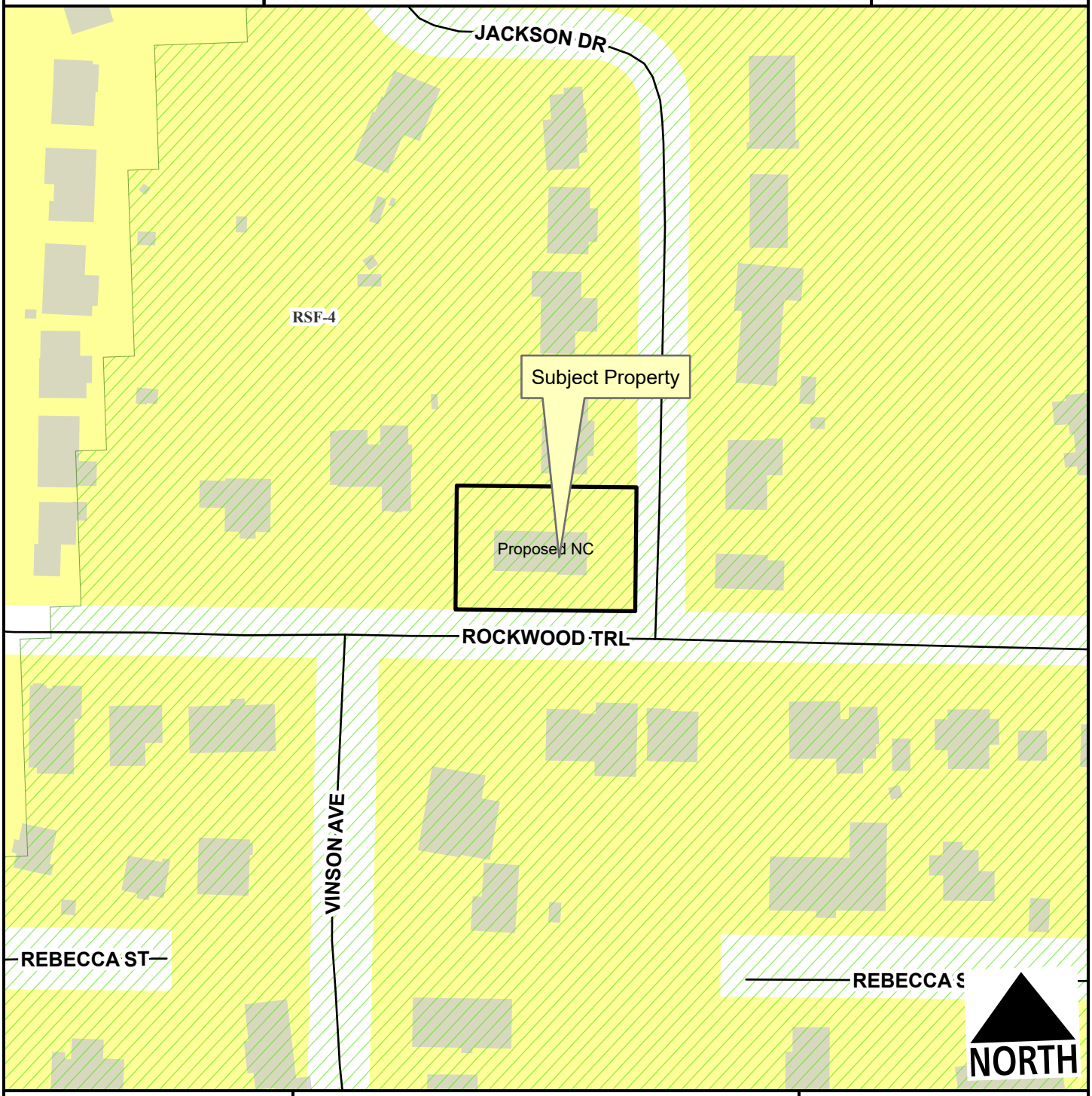
Niles Allen
TS Construction
479-305-1815

RZN-2025-0033

Close Up View

922 E. ROCKWOOD TRL

Exhibit A



Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 40 80 160 240 320

1:1,400

Zone	Current	Proposed
NC	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

GIS Approved
08/04/2025

Exhibit B

922 Rockwood trl Legal description

LOTS ONE (1) AND TOW (2) IN JACKSON HEIGHTS, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AN EX-OFFICIO RECORDER OF WASHINGTON COUNTY , ARKANSAS , LESS AND EXCEPT A STRIP OF LAND FIFTY (50) FEET WIDE ACROSS THE NORTH SIDE OF SAID LOTS

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-2025-0033: Rezoning (922 E. ROCKWOOD TRL/ CAHOON, 447):** Submitted by NILES EVIN ALLEN HOLDINGS for property located at 922 E. ROCKWOOD TRL. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0033**.

RECOMMENDED MOTION:
*"I move to deny **RZN-2025-0033**."*

BACKGROUND:
The subject area is in central Fayetteville at the corner of the N. Jackson Drive and E. Rockwood Trail intersection and approximately 880 feet east of N. Mission Boulevard. The 0.33-acre subject property is developed with a single-family home that was built in 1961, per Washington County Records. The subject property is located in the Hillside/Hilltop Overlay District and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Residential Single-Family	RSF-4, 4 Units per Acre
South	Residential Single-Family	RSF-4, 4 Units per Acre
East	Residential Single-Family	RSF-4, 4 Units per Acre
West	Residential Single-Family	RSF-4, 4 Units per Acre

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to NC, Neighborhood Conservation.

Public Comment: Staff has received one public comment that was against this request citing that this would impact trees in the area, be out of character in the area, and invite higher density development.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The property's frontage along E. Rockwood Trail and N. Jackson Drive, both Residential Links, are partially improved with sidewalk, curb and gutter, 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 8-inch water main on the east side of the subject property along the west side of N. Jackson Drive. Additionally, there is an existing 8-inch water main on the south side of the subject property along the south side of E. Rockwood Trail.

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 E. Rockwood Trail.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 900 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 2, located at 138 W North St, protects this site. The property is located approximately 1.2 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. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: The property falls within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans. No portion of the site falls within a FEMA floodplain, nor is there a protected stream in the area. There are also no hydric soils on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Tree Preservation:

The proposed zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation.** The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre require **25% minimum canopy preservation respectively**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood.**

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity 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 of **4-5** for this site, with a weighted score of **4.5.** The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 2, 138 W North St.)
- Near Sewer Main (6-inch main E. Rockwood Trail.)
- Near Water Main (8-inch main N. Jackson Drive; 8-inch main E. Rockwood Trail)
- Near City Park (Mount Sequoyah Woods)
- Near Paved Trail (Rebecca Street Trail and Side-Path 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:*** **The subject property is adjacent to RSF-4-zoned single-family properties to the north, east, south, and west. To introduce NC in the area would be a marked difference to the established character of the area as it would introduce out-of-character standards and allowances. NC and RSF-4 are similar as both districts allow for the by-right use of single-family. The largest difference are the conditional uses allowed for NC with two- to four-family residential units as well as less-intensive commercial. These potential allowances could introduce diverse housing opportunities in an otherwise homogeneous detached single-family area. NC requires significantly less to develop as lots 4,000 sqft with a 40-foot lot width. RSF-4 requires more space with 6,000 (HHOD) to 8,000 sqft lot area with 60 (HHOD) to 80 feet required for lot width. In addition, NC has a 10 unit per acre density maximum compared to RSF-4's 4 units. With NC's smaller lot requirements and with the property's size, this property could be divided into 3 lots. No other property in the area is comparable to NC's small lot requirements, highlighting how much the neighborhood's character could change with the proposed rezoning. Another marked difference between the two zoning districts would be the introduction of a 0 to 25-foot build-to-zone, furthering altering the established standard setback character. Staff finds the requested rezoning to be incompatible with surrounding land uses as it introduces diversity in a standardized area.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. Areas with this designation are intended for diverse residential development opportunities, that both RSF-4 and NC can allow through a conditional use (e.g., two-family residential). Appropriate infill could likely be achieved under the property's existing zoning designation, with the by-right addition of accessory dwellings, and the ability to subdivide the existing lot into two lots without having to rezone or seek conditional use. Staff finds that the requested rezoning would allow for the creation of more homes on**

the lot while introducing additional housing types, but argues that it may be more appropriate to develop the site in a manner that is more consistent in size and scale with the surrounding properties.

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

Finding: **Although rezoning from RSF-4 to may support several goals of City Plan 2040, staff finds that there is insufficient justification to rezone the property as it may alter the neighborhood's character too negatively.**

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 NC does have the potential to slightly increase traffic danger and congestion due to a minor increase in density, however the size of the parcel at 0.33 acres will limit the density on the site. Access management will be reviewed at the time of development.**

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 additional single-family 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: Staff recommends denial of RZN-2025-0033.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **September 8, 2025** ❒ **Tabled** ❒ **Forwarded** ❒ **Denied**

Motion: Payne

Second: Garlcok

Vote: 5-3-0 (Brink, McGetrick, and Castin voted in dissent to approve the item)

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.29 - Neighborhood Conservation
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Applicant 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)

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)

161.07 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
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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)

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Unit 2	City-wide uses by conditional use permit
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Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
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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

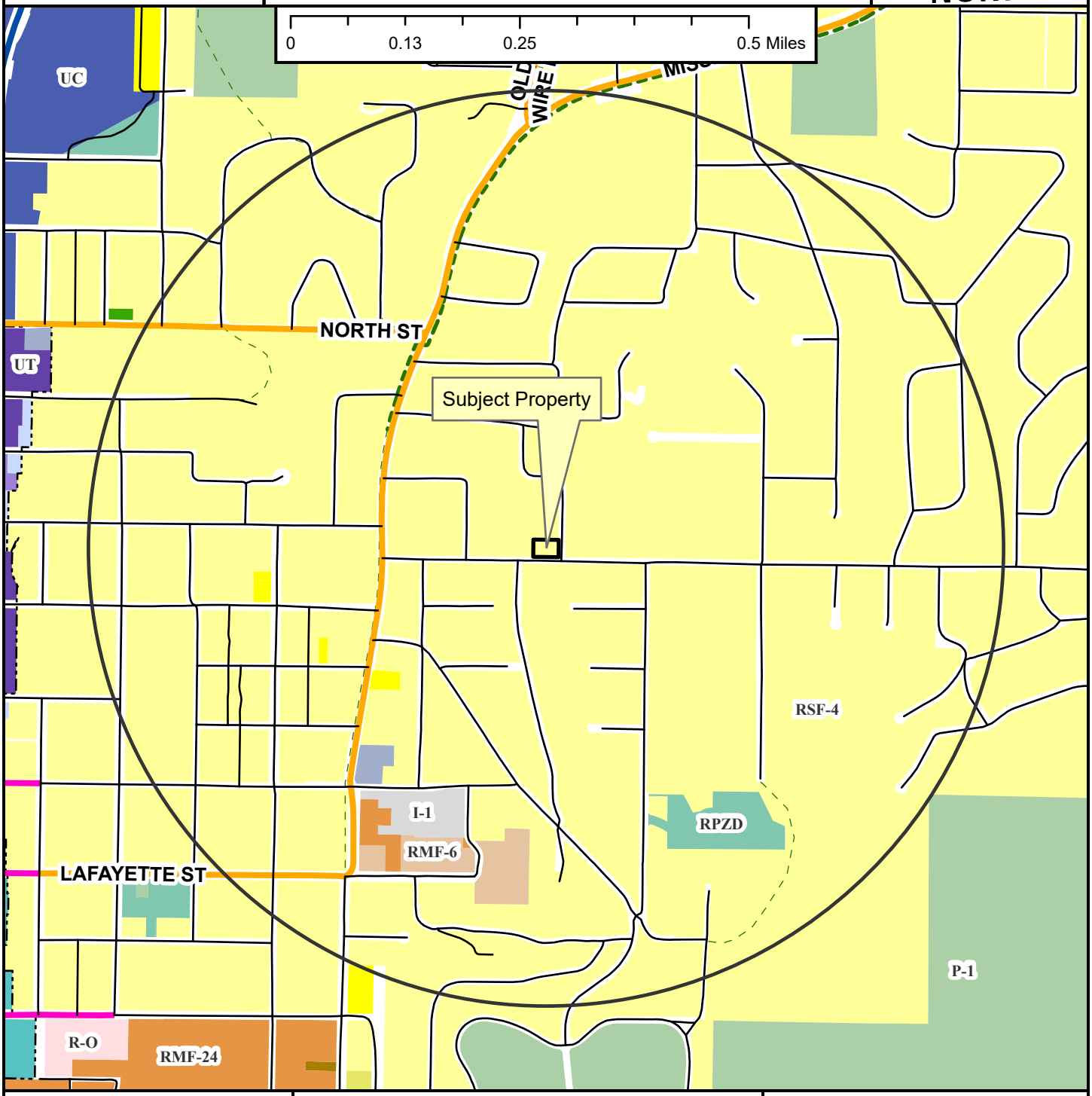
(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

RZN-2025-0033

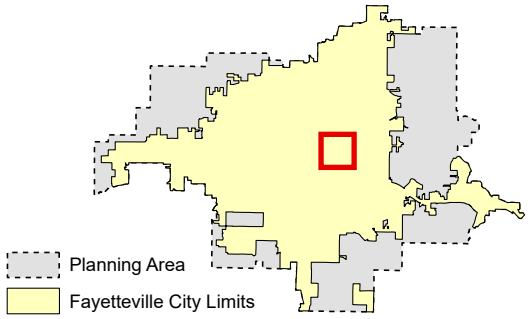
One Mile View

922 E. ROCKWOOD TRL

NORTH



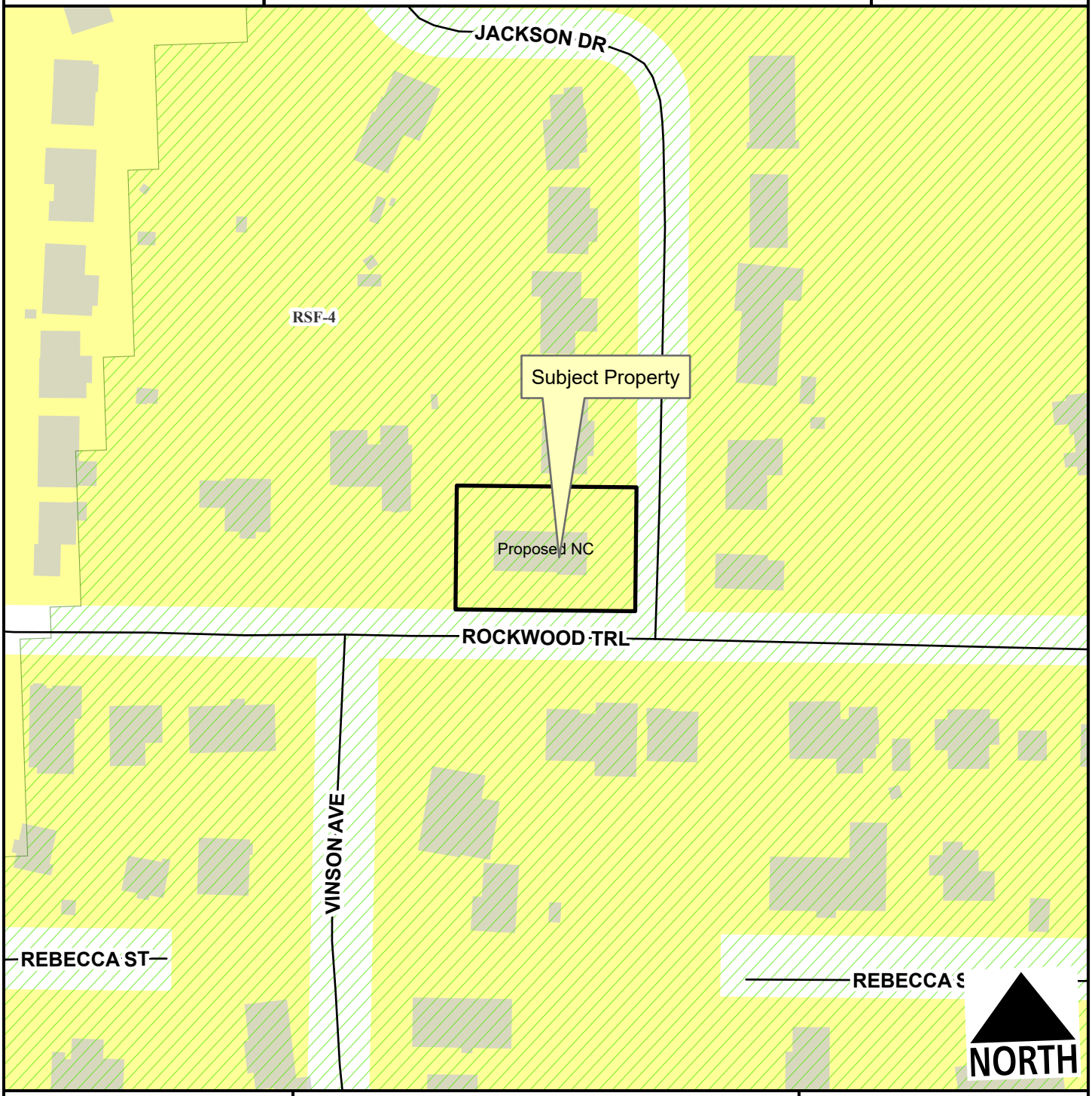
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2025-0033

Close Up View

922 E. ROCKWOOD TRL



Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet
0 40 80 160 240 320
1:1,400

Zone	Current	Proposed
NC	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

RZN-2025-0033

Current Land Use

922 E. ROCKWOOD TRL

NORTH



- Neighborhood Link
- 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

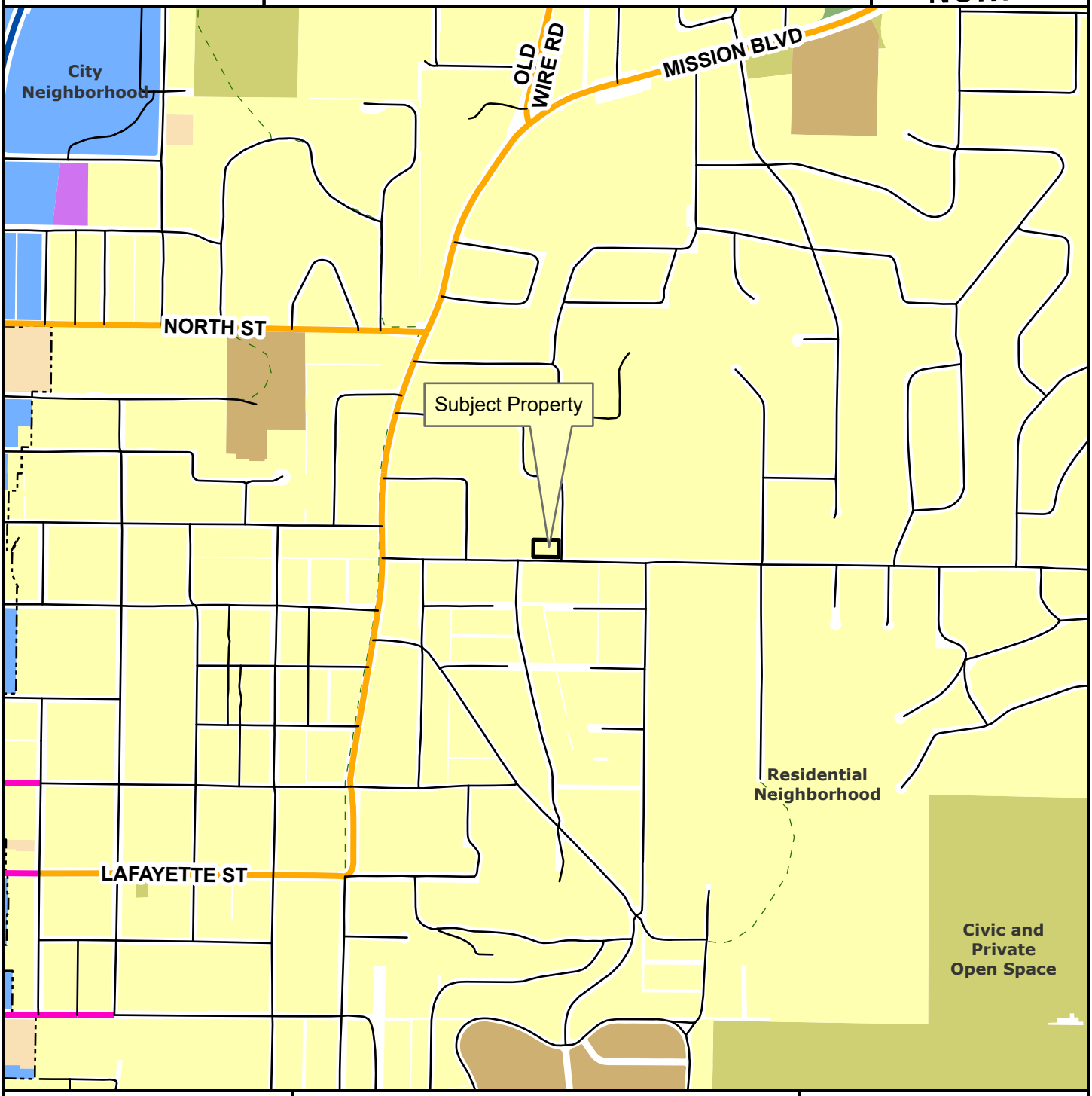
- 100-Year Floodplain
- Floodway

RZN-2025-0033

Future Land Use

922 E. ROCKWOOD TRL

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

Niles Allen

TS Construction

768 Tuttle rd

Elkins Ar, 72727

479-305-1815

Allen.niles@yahoo.com

Date: 6/25/2025

To:

Fayetteville Planning Commission

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

Subject: Rezoning Request – From RSF-4 to Neighborhood Conservation (NC)

Dear Planning Commission,

I am writing to respectfully request a rezoning of a parcel located at [Insert Property Address or Parcel ID], currently zoned RSF-4 (Residential Single-Family, 4 units per acre), to Neighborhood Conservation (NC). The property consists of approximately 0.334 acres and is located within an established residential area of Fayetteville.

This request is rooted in a commitment to thoughtfully contribute to Fayetteville's growing housing needs while embracing the existing character and fabric of the neighborhood. Our goal is to develop tasteful,

context-sensitive single-family homes that align with the architectural identity of the area and promote long-term neighborhood vitality.

Rezoning to Neighborhood Conservation would allow us to maintain a walkable, human-scale streetscape while adding critically needed housing in a way that respects the surrounding built environment. Our design approach prioritizes compatibility, sustainability, and a deep appreciation for the community's values.

We believe this proposal supports the city's mission to encourage responsible infill development, expand housing opportunities, and preserve neighborhood integrity.

Thank you for considering this request. I would welcome the opportunity to meet with staff or commission members to discuss the project in more detail and answer any questions.

Warm regards,

Niles Allen

Developer

Frank, Wes

From: Henry Renegar <henryrenegar@sbcglobal.net>
Sent: Tuesday, September 2, 2025 4:46 PM
To: Frank, Wes; renegar@uark.edu; Masters, Jessica
Subject: RZN-2025-0033 for 922 E. Rockwood Trail

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Hi Wesley,

My name is Henry Renegar, and my wife and I live at 925 E Rockwood Trail across the street from 922 E Rockwood Trail. We have called Fayetteville home since 1988. We purchased our land on Rockwood Trail in 1990, and we built our current home on this land in 2005.

After seeing the City Planning sign across the street last week, we went to the Fayetteville Planning Office and spoke with Jessie Masters this past Friday to understand the details of the rezoning request. Jessie explained to us that the owner of the 922 E Rockwood Trail property is seeking to rezone the property so that three homes can be built on the parcel which is approximately 1/3 acre.

We are opposed to this rezoning for the following reasons:
1. Placing three homes on such small lots would not be consistent with the neighborhood layout and it would change the appearance and character of the neighborhood. Rockwood Trail along with the roads that feed into Rockwood Trail comprise a neighborhood with a very unique character. With lots of trees, lots of green space between the roads and the homes, fantastic sunsets, and an eclectic blend of home architectures than run the gambit from simple ranch-style to classic E. Faye Jones, the Rockwood Trail area has a personality that is unique to Fayetteville.
2. Constructing three homes on this land would require that most if not all of the large old growth trees on the property be removed. There are several oak trees on the petitioned property that are well over 100 years old. We had an oak tree in our back yard that died a few years ago that the arborist counted 169 rings on when it was taken down. A big part of the beauty of Mt. Sequoyah and the Rockwood Trail area is the tree cover. There aren't a lot of places left where folks can have breakfast on the back patio or deck while enjoying the shade of 169 year-old trees.
3. Granting the rezoning request for 922 E Rockwood Trail could set a precedent for high density home development that could propagate to other areas of the neighborhood. The end result will be older homes with large lots being purchased by developers to be razed and replaced with multiple smaller homes.

Certainly, any homeowner or landowner has the right to build and develop their property within the established guidelines of the neighborhood and the city. However, a single property owner does not have the right to change the entire character of a neighborhood without the approval of the community. Building high density housing on Rockwood Trail would be analogous to building the same thing on Washington Street in the historic district or building this type of development around the Mt. Sequoyah Assembly. Both of these example neighborhoods are adjacent to the Rockwood Trail Mountain View neighborhood. The end result of rezoning 922 E Rockwood Trail to increase the home density will not be more affordable housing in Fayetteville. The result will be the razing of ancient tress that cannot be replaced in our lifetime, the setting of a precedent for

high density home construction in an older established neighborhood, and the destruction a unique neighborhood character that, along with the other older neighborhoods, helps make Fayetteville such a desirable place to live.

My wife and I request that these issues be considered and that the rezoning request RZN-2025-0033 for 922 E. Rockwood Trail be rejected.

Sincerely,

Henry and Jefferie Renegar

925 E. Rockwood Trail
Fayetteville, AR 72701
479-841-9187

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2014

MEETING OF OCTOBER 28, 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: **E-scooter Crosswalk Ordinance Amendment**

RECOMMENDATION:
Staff recommends approval of an amendment to city ordinance 6205 chapter 75.02 Operation of Electric Motorized Scooters to align with state law for bicycles in crosswalks and remove the requirement for people riding e-scooters to dismount at crosswalks to have right of way.

BACKGROUND:
Fayetteville's e-scooter ordinance was created in 2019 which regulates where and how e-scooters can be legally operated in Fayetteville. The rules for e-scooters mirror the rules for bicycles. The state law for bicycles was changed in 2021 to allow people riding bicycles to have the same rights as pedestrians while using crosswalks, which include trail crossings. The City subsequently updated the city ordinance in the bicycling section but did not change the e-scooter section at that time.

DISCUSSION:
Recently there have been crashes involving people being hit by motor vehicles while riding e-scooters in crosswalks. Fayetteville police have duly assigned fault to people riding e-bikes based on city ordinance. Updating the city ordinance to be consistent with the bicycling section will better protect vulnerable road users when using crosswalks.
The Active Transportation Advisory Committee, Transportation Committee and the City Attorney's office have recommended approval of this amendment.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: 3. Staff Review Form, 4. Markup 75.02___Operation_Of_Electric_Motorized_Scooters (G)

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

File #: 2025-2014

AN ORDINANCE TO ALIGN THE CITY'S E-SCOOTER REGULATIONS WITH STATE LAW AND THE CITY'S BICYCLE REGULATIONS BY AMENDING § 75.02 OPERATION OF ELECTRIC MOTORIZED SCOOTERS

WHEREAS, on July 16, 2019, the City Council passed Ordinance 6205 to regulate where and how e-scooters could be legally operated within the city; and

WHEREAS, a 2021 amendment to state law allowed people riding bicycles to have the same rights as pedestrians while using crosswalks and the City Code was amended to recognize this change; and

WHEREAS, recently there have been crashes involving people being hit by motor vehicles while riding e-scooters in crosswalks; and

WHEREAS, updating the City Code regulations on e-scooters to be consistent with the bicycling regulations will better protect vulnerable road users when using crosswalks.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (B)(3) of § 75.02 **Operation of Electric Motorized Scooters**.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 75.02 **Operation of Electric Motorized Scooters** by enacting a new subsection (G) as follows:

"(G) Operation of Electric Scooters Upon Crosswalks.

(1) A person operating an electric scooter upon a crosswalk shall:
(a) Yield the right-of-way to pedestrians; and
(b) Give an audible signal before overtaking and passing a pedestrian.

(2) Except as provided in this section, a person lawfully operating an electric scooter upon a crosswalk has all the rights and duties applicable to a pedestrian using the crosswalk pursuant to § 75.02 of the *Fayetteville City Code* and A.C.A. § 27-51-1202."

City of Fayetteville Staff Review Form

2025-2014

Item ID

October 21st 2025

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

Dane Eifing	10/2/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an amendment to city ordinance 6205 chapter 75.02 Operation of Electric Motorized Scooters to align with state law for bicycles in crosswalks and remove the requirement for people riding e-scooters to dismount at crosswalks to have right of way. for people riding e-scooters to dismount at crosswalks to have right of way.

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 # 6205

Change Order Number:

Approval Date: 7/16/2019

Original Contract Number:

Comments:

Current:

75.02 Operation Of Electric Motorized Scooters

Electric motorized scooters operated within the City of Fayetteville, whether privately owned or part of a scooter-share program, are subject to the following regulations:

(A) Electric motorized scooters shall not be operated at a speed greater than fifteen (15) miles per hour;

(B) *Operation on Sidewalks.*

(1) Any individual operating an electric motorized scooter upon a sidewalk shall yield the right-of-way to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.

(2) No person shall operate an electric motorized scooter upon a sidewalk which abuts a building, when riding on the sidewalk would endanger pedestrians, or where operation of an electric motorized scooter on a sidewalk is prohibited by an official traffic control device.

(3) **Any individual operating an electric motorized scooter within a pedestrian crosswalk must yield the right-of-way to motor vehicle traffic and pedestrians. To earn the protections of a pedestrian, an individual must dismount, walk the electric motorized scooter, and obey applicable traffic control devices.**

(Ord. No. 6205, §1(Exh. A), 7-16-19)

Proposed:

75.02 Operation Of Electric Motorized Scooters

Electric motorized scooters operated within the City of Fayetteville, whether privately owned or part of a scooter-share program, are subject to the following regulations:

(A) Electric motorized scooters shall not be operated at a speed greater than fifteen (15) miles per hour;

(B) *Operation on Sidewalks.*

(1) Any individual operating an electric motorized scooter upon a sidewalk shall yield the right-of-way to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.

(2) No person shall operate an electric motorized scooter upon a sidewalk which abuts a building, when riding on the sidewalk would endanger pedestrians, or where operation of an electric motorized scooter on a sidewalk is prohibited by an official traffic control device.

(3) ~~**Any individual operating an electric motorized scooter within a pedestrian crosswalk must yield the right-of-way to motor vehicle traffic and pedestrians. To earn the protections of a pedestrian, an individual must dismount, walk the electric motorized scooter, and obey applicable traffic control devices.**~~

(G) *Operation of Electric Motorized Scooters Upon Crosswalks.*

(1) A person operating an electric motorized scooter upon a crosswalk shall:

(a) Yield the right-of-way to pedestrians; and

(b) Give an audible signal before overtaking and passing a pedestrian.

(2) Except as provided this section, a person lawfully operating an electric motorized scooter upon a crosswalk has all the rights and duties applicable to a pedestrian using the crosswalk pursuant to §75.02 of the Fayetteville City Code and A.C.A. §27-51-1202.

(Ord. No. 6205, §1(Exh. A), 7-16-19)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1990

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Approval of an Ordinance for low frequency fire alarm notifications**

RECOMMENDATION:
Staff recommends adoption of the proposed ordinance requiring low frequency (520 Hz) fire alarm notification appliances to be installed in each sleeping unit of Group R-1 and R-2 occupancies where a fire alarm, sprinkler, or automatic notification system is mandated.

BACKGROUND:
The Arkansas Fire Prevention Code and NFPA 72 require low frequency notification appliances to produce 75 dB at the pillow level in all sleeping units. While some contractors attempt to install only one notification device per unit, testing by the Fayetteville Fire Marshal's Office has shown that this approach often fails to achieve the required sound level once doors, furnishings, and finishes are in place. The Fire Marshal's Office has been requiring notification devices in each sleeping unit to ensure compliance. Establishing this requirement by ordinance will formalize the practice, eliminate inconsistencies, and reduce project delays.

DISCUSSION:
This ordinance does not create new requirements, rather, it clarifies that notification appliances must be installed in each sleeping unit of Group R-1 and R-2 occupancies, consistent with NFPA 72 performance standards. The requirement will apply to new construction, occupancy changes to R-1 or R-2 where fire alarm or sprinkler systems are required, and to alterations or remodels that trigger code updates under the IBC or IEBC. The ordinance will add Sections 907.2.8.4 and 907.2.9.4 to the Arkansas Fire Prevention Code as adopted by the City, requiring occupant notification devices in all sleeping units. This will ensure reliable life safety, consistent enforcement, and improved compliance without imposing undue burden on projects.

BUDGET/STAFF IMPACT:
There is no budget impact related to this ordinance.

ATTACHMENTS: 3. Staff Review Form, 4. Proposed Ordinance Language Document

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

File #: 2025-1990

AN ORDINANCE TO REQUIRE LOW FREQUENCY FIRE ALARM NOTIFICATION APPLIANCES TO BE INSTALLED IN EACH SLEEPING UNIT OF GROUP R-1 AND R-2 OCCUPANCIES BY AMENDING § 173.02 (C) *AMENDMENTS, ADDITIONS, AND DELETIONS TO THE FIRE PREVENTION CODE*

WHEREAS, the Arkansas Fire Prevention Code and NFPA 72 require low frequency notification appliances to produce 75 dB at the pillow level in all sleeping units; and

WHEREAS, while some contractors attempt to install only one notification device per housing unit, testing by the Fayetteville Fire Marshal's Office has shown that this approach often fails to achieve the required sound level once doors, furnishings, and finishes are in place; and

WHEREAS, the Fire Marshal's Office has been requiring notification devices in each sleeping unit, which includes bedrooms, to ensure compliance; and

WHEREAS, establishing this requirement by ordinance will formalize the practice, eliminate inconsistencies, and reduce project delays.

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 § 173.02 (C) *Amendments, Additions, and Deletions to the Fire Prevention Code* by adding section 3 as follows:

"(3) 907.2.8.4 Occupant notification for R-1 Occupancies which include hotels, motels and boarding houses with more than 10 occupants. Notification devices are required in all sleeping units/bedrooms in accordance with 907.5 when a sprinkler and/or fire alarm system is required by other sections of this code and shall activate throughout the notification zones upon waterflow switch or detector activation. Sleeping units shall include bedrooms."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 173.02 (C) *Amendments, Additions, and Deletions to the Fire Prevention Code* by adding section 4 as follows:

"(4) 907.2.9.4 Occupant notification for R-2 Occupancies which include apartments, college housing (fraternities and sororities) and dormitories. Notification devices are required in all sleeping units/bedrooms in accordance with 907.5 when a sprinkler and/or fire alarm system is required by other sections of this code and shall activate throughout the notification zones upon waterflow switch or detector activation. Sleeping units shall include bedrooms."

City of Fayetteville Staff Review Form

2025-1990

Item ID

10/21/2025

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

Brad Hardin	9/29/2025	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends adoption of the proposed ordinance requiring low frequency (520 Hz) fire alarm notification appliances to be installed in each sleeping unit of Group R-1 and R-2 occupancies where a fire alarm, sprinkler, or automatic notification system is mandated.

Budget Impact:

N/A	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

FAYETTEVILLE FIRE DEPT F F D ARK

Proposed language for R1 Occupancies which include hotels, motels, and boarding houses with more than 10 occupants.

907.2.8.4 Occupant notification. Notification devices are required in all sleeping units/bedrooms in accordance with 907.5 when a sprinkler and/or fire alarm system is required by other sections of this code and shall activate throughout the notification zones upon waterflow switch or detector activation. Sleeping units shall include bedrooms.

Proposed language for R2 Occupancies which include apartments, college housing (fraternities and sororities) and dormitories.

907.2.9.4 Occupant notification. Notification devices are required in all sleeping units/bedrooms in accordance with 907.5 when a sprinkler and/or fire alarm system is required by other sections of this code and shall activate throughout the notification zones upon waterflow switch or detector activation. Sleeping units shall include bedrooms.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1991

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Approval of an Ordinance for hydrant proximity**

RECOMMENDATION:
Staff recommends adoption of the proposed ordinance requiring fire department connections (FDCs) for sprinkler and standpipe systems to be located within 100 feet of the nearest fire hydrant connected to an approved water supply, unless otherwise approved by the fire code official.

BACKGROUND:
The Arkansas Fire Prevention Code previously required FDCs to be within 100 feet of a hydrant. Under the current code, FDC placement is left to the discretion of the fire code official, requiring only that the connection be visible, immediately accessible, and approved. To ensure consistency and operational efficiency, the Fayetteville Fire Marshal's Office has been requiring FDCs to be within 100 feet of a hydrant, in line with the existing standpipe requirement in NFPA Standards.

DISCUSSION:
Establishing this ordinance will standardize FDC placement, providing both design consistency and operational efficiency. Proximity to hydrants is critical for effective fire suppression. The Fayetteville Fire Department's hose loads, appliances, and response model are built around a 100-foot standard, which allows firefighters to:

- Rapidly establish a reliable water supply,
- Supplement sprinkler and standpipe systems without delay, and
- Minimize the time from arrival to fire attack.

The proposed ordinance would codify this practice by adding Section 912.2.3, requiring FDCs to be located within 100 feet of the nearest hydrant, measured along the path of vehicle travel, unless otherwise approved by the fire code official. This requirement would apply to new construction and to occupancy changes requiring sprinkler or standpipe installation.

BUDGET/STAFF IMPACT:
There is no budget impact related to this ordinance.

ATTACHMENTS: 3. Staff Review Form, 4. Proposed Ordinance Language Document_Hydrant Proximity

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

File #: 2025-1991

AN ORDINANCE TO REQUIRE FIRE DEPARTMENT CONNECTIONS TO BE WITHIN 100 FEET OF A FIRE HYDRANT BY AMENDING § 173.02 (C) *AMENDMENTS, ADDITIONS, AND DELETIONS TO THE FIRE PREVENTION CODE*

WHEREAS, the Arkansas Fire Prevention Code previously required fire department connections to be within 100 feet of a hydrant but, under the current code, fire department connection placement is left to the discretion of the fire code official, requiring only that the connection be visible, immediately accessible, and approved; and

WHEREAS, to ensure consistency and operational efficiency, the Fire Marshal's Office has been requiring fire department connections to be within 100 feet of a hydrant, in line with the existing standpipe requirement in NFPA Standards; and

WHEREAS, the Fire Department recommends standardizing the requirement for fire department connection placement, providing both design consistency and operational efficiency.

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 § 173.02 (C) *Amendments, Additions, and Deletions to the Fire Prevention Code* by re-numbering the subsection's existing language as follows:

"(C) *Amendments, Additions, and Deletions to the Fire Prevention Code*. The Fire Prevention Code shall be amended as follows:

(1) Sprinklers. In addition to the requirements of the Fire Prevention Code and the Building Code, any new building or alteration, addition or change of occupancy of existing buildings which exceeds three (3) stories including the basement, or 50 feet or greater in height at the highest point of said building shall be protected by a complete automatic sprinkler system designed and installed with compliance to applicable NFIPA Standards.

The following, as defined by Fire Prevention and Building Codes, shall be exempt from this provision:

(a) Airport Control Tower
(b) Open Parking Decks
(c) F-2 Occupancy"

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 173.02 (C) *Amendments, Additions, and Deletions to the Fire Prevention Code* by enacting the following new requirement:

"(2) 912.2.3 Proximity to Hydrant. Fire department connections for each sprinkler or standpipe system shall be located not more than 100 feet from the nearest fire hydrant connected to an approved water supply, measured along the path of vehicle travel unless otherwise approved by the fire code official."

City of Fayetteville Staff Review Form

2025-1991

Item ID

10/21/2025

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

Brad Hardin	9/29/2025	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends adoption of the proposed ordinance requiring fire department connections (FDCs) for sprinkler and standpipe systems to be located within 100 feet of the nearest fire hydrant connected to an approved water supply, unless otherwise approved by the fire code official.

Budget Impact:

N/A	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

FAYETTEVILLE FIRE DEPT
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Proposed language for hydrant proximity to fire department connections (FDC).

912.2.3 Proximity to hydrant. Fire department connections for each sprinkler or standpipe system shall be located not more than 100 feet (3048 mm) from the nearest fire hydrant connected to an approved water supply, measured along the path of vehicle travel unless otherwise approved by the fire code official.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1672

MEETING OF OCTOBER 28, 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.

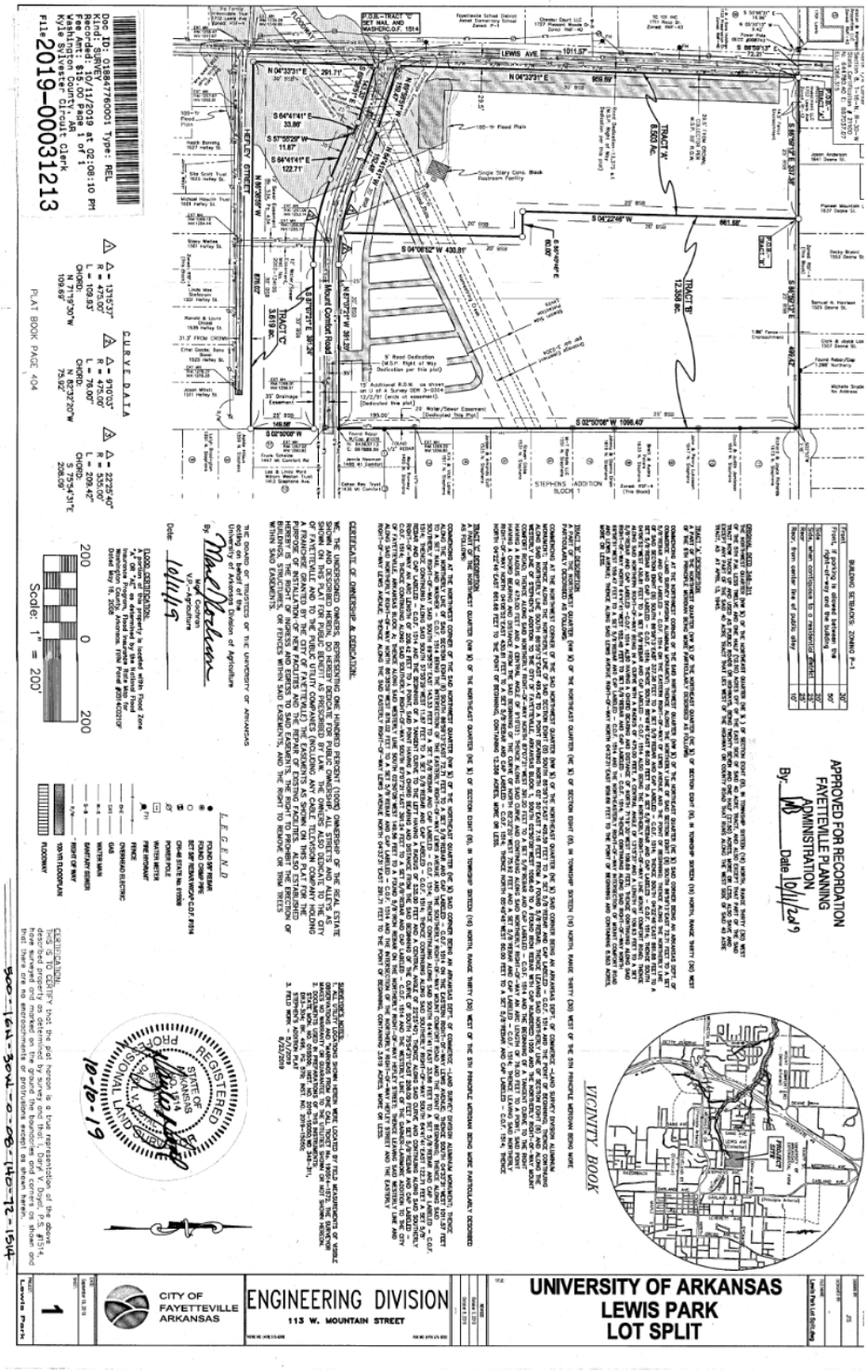
Client Shall Provide:

- 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.

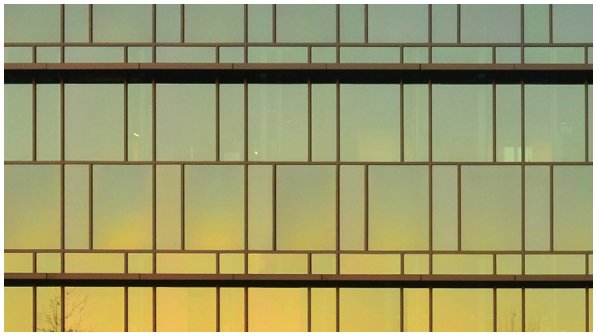
Sincerely,



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

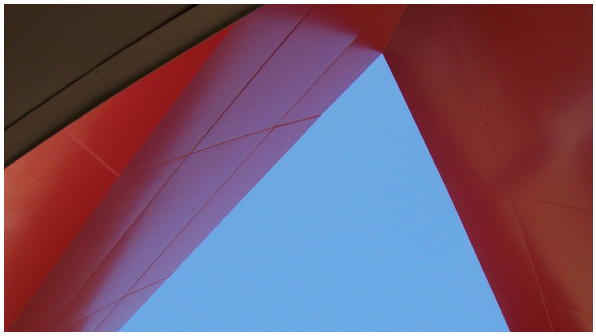
1450 E. Zion Road, Suite 9
Fayetteville, AR 72703
479.636.4838
craftontull.com

APPENDIX



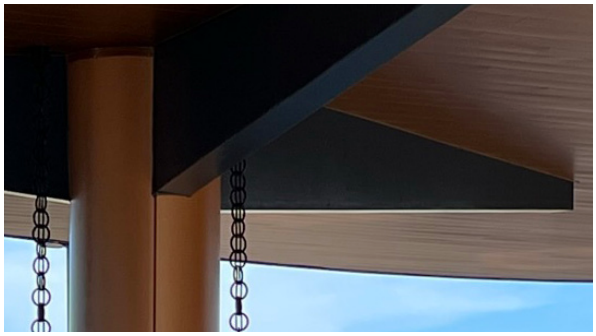
SECTION ONE

EXECUTIVE SUMMARY
PAGE 4-5



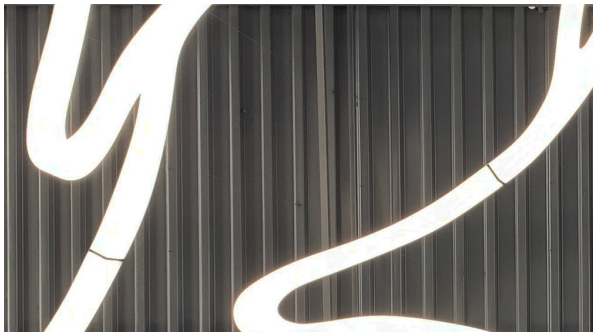
SECTION TWO

ORGANIZATIONAL CHART + PERSONNEL RESUMES
PAGES 6-25



SECTION THREE

CLIENT REFERENCES + RELEVANT PROJECT EXPERIENCE
PAGES 26-38



SECTION FOUR

FIRM AND PARTNERSHIP OVERVIEW
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SECTION FIVE

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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.

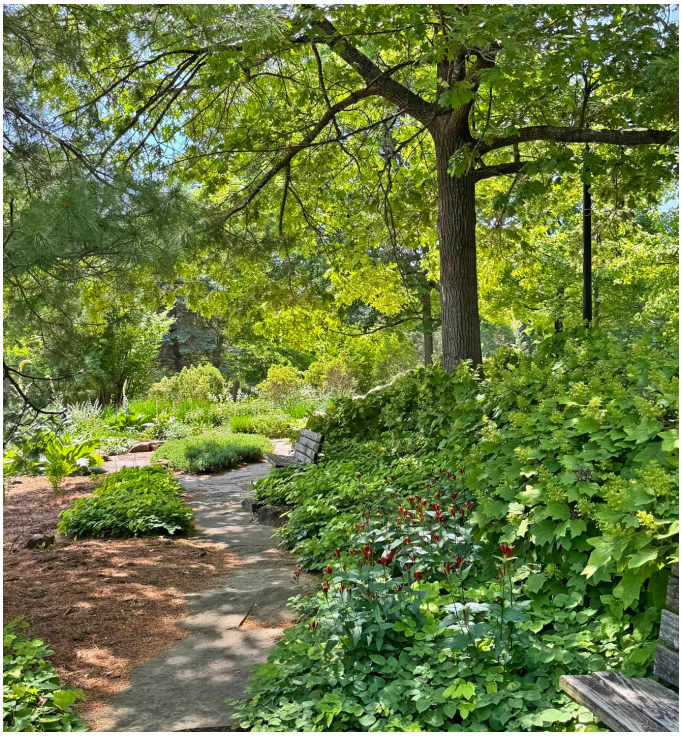
Many of our employees live, work, study, and play in Fayetteville, giving us deep insight into the City's ethos, history, and regional significance. Our approach to placemaking prioritizes connection to nature, inclusivity, and accessibility – values that align with the City's commitment to providing 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.



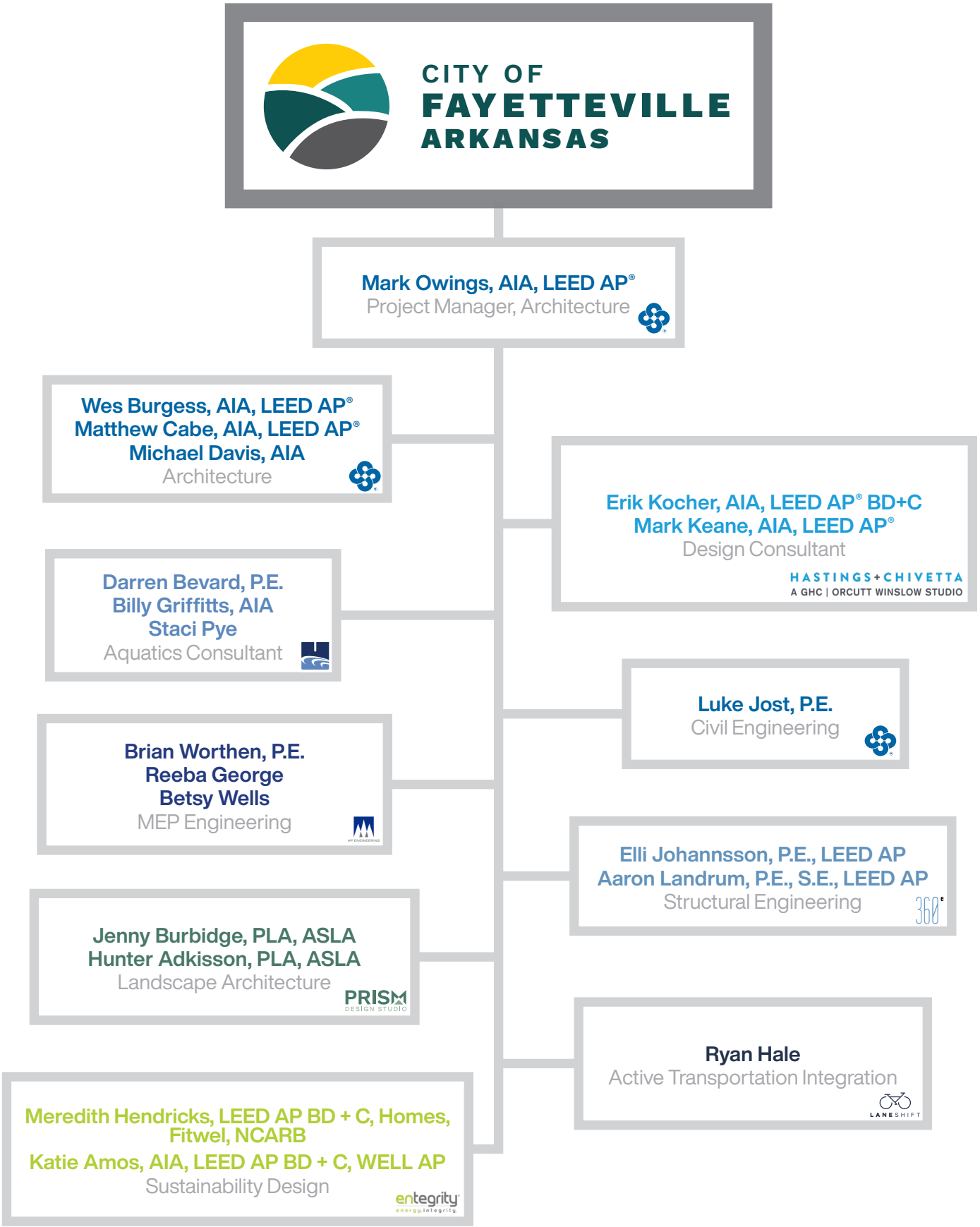
We embrace the Master Plan Vision Statement:

"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

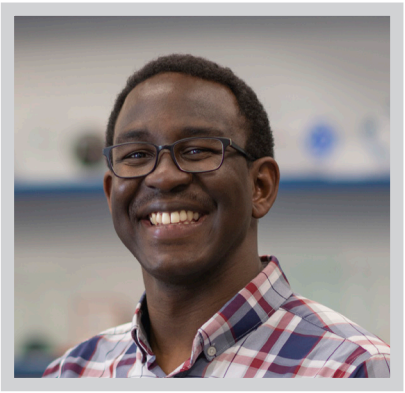
Conway Community and Aquatics Center – Conway, AR

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

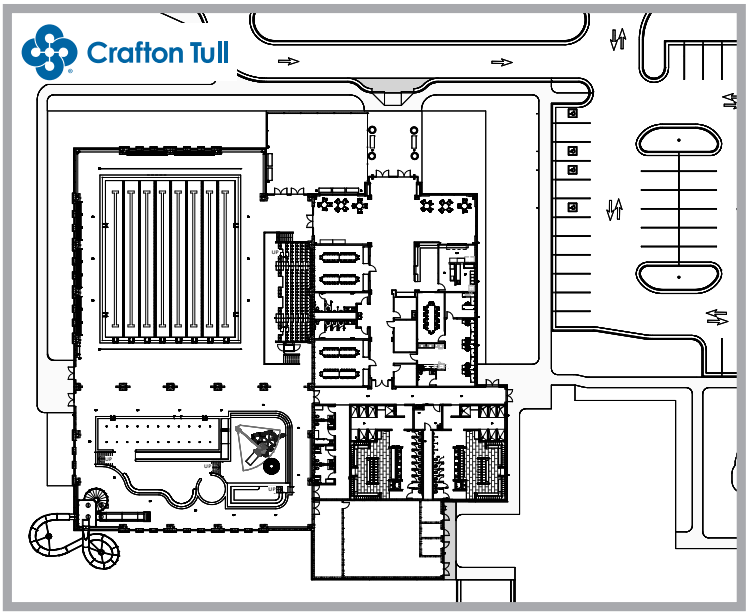
CITY OF DORAL AQUATIC AND RECREATION CENTER

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

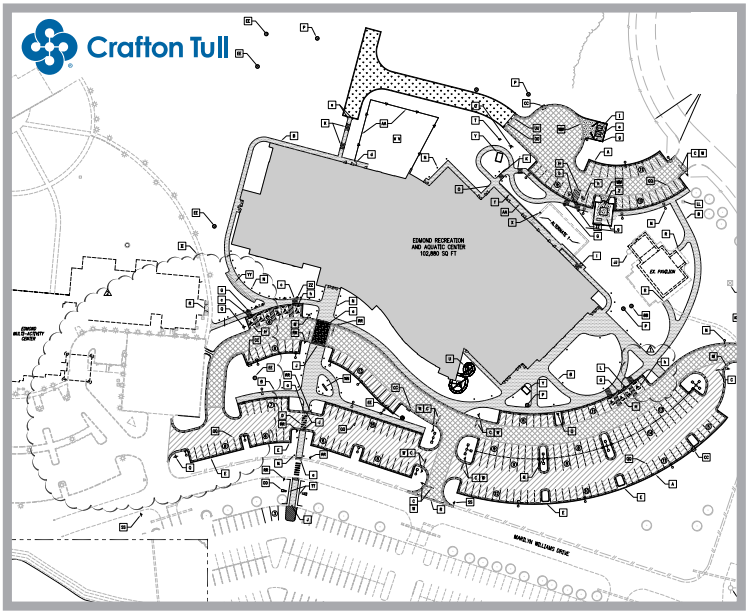
OUR FIRM'S ROLE
Architecture, Civil Engineering, Interior Design , Planning Landscape Architecture

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

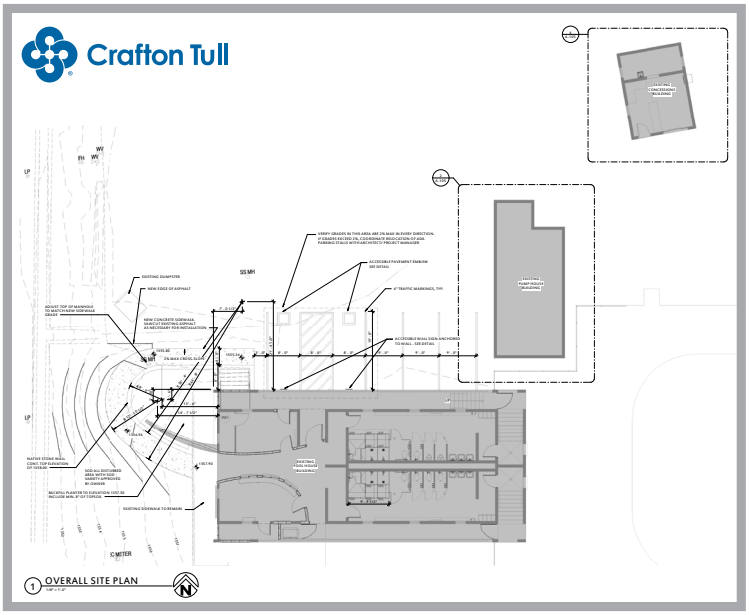
CONSTRUCTION COST
$25 million

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

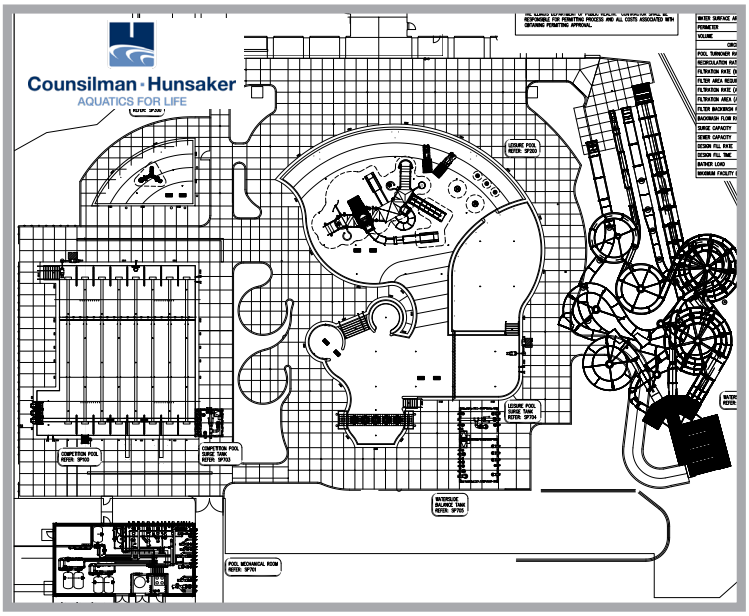
OUR FIRM'S ROLE
Architect of record

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.

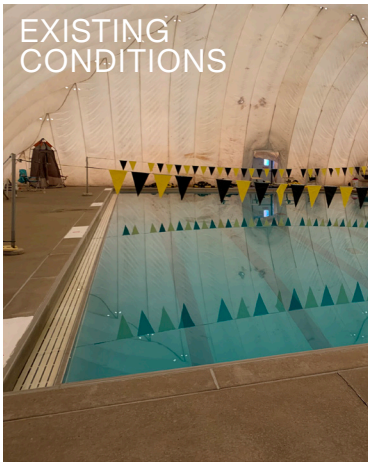
Designed in collaboration with Hastings+Chivetta and Counsilman Hunsaker, the facility is nearing completion for an open house on July 17th. The facility will have the following features:

- 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.

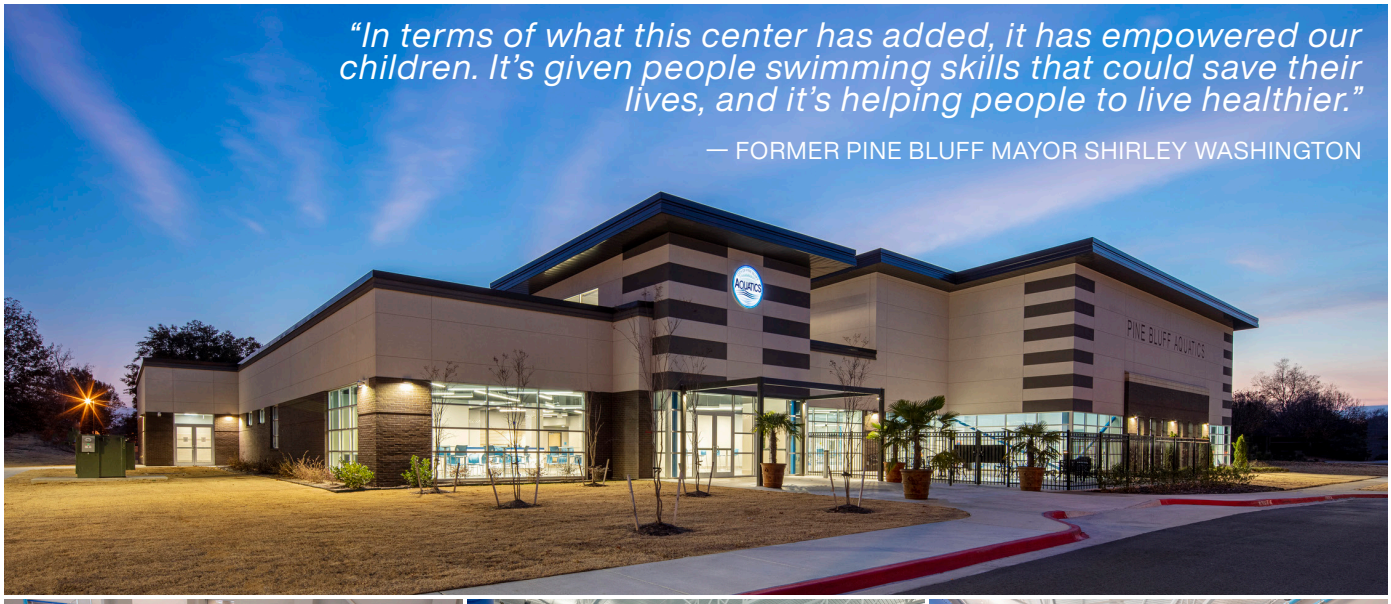
Built in the 1940s. This historically significant structure for the city didn't meet accessibility requirements, and the existing layout did not lend itself to adaptive reuse. A new facility was then pursued to provide an updated venue for state high school championships. The new facility includes:

- 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

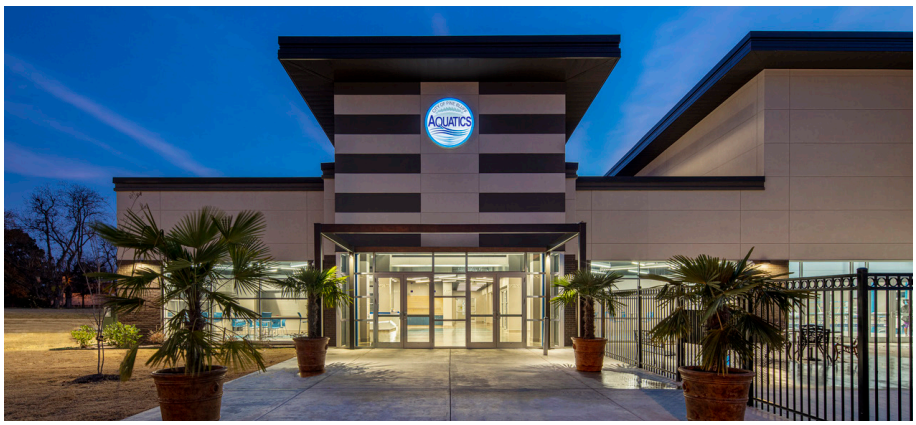
SIZE
35,566 square feet

COMPLETION
July 2019

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

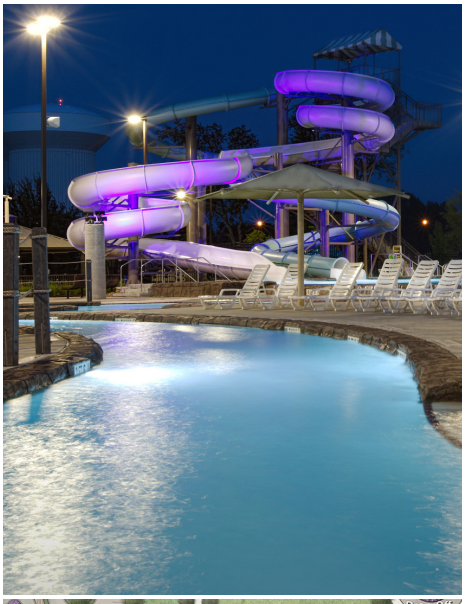
The Pine Bluff Aquatic Center encourages a fun, healthy lifestyle for visitors of all ages. The facility boasts an eight-lane competition swimming pool, leisure pool, sun deck, party rooms, locker rooms, and staff offices.

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

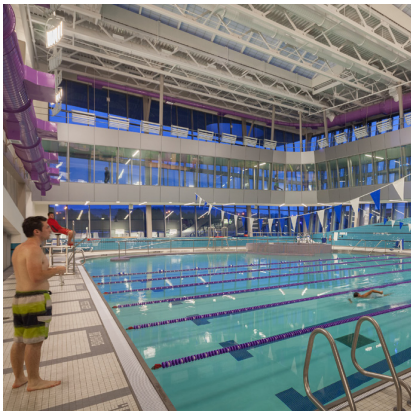
Thomas J. Evans Foundation
- Aquatic and Recreation Center Master Plan

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.

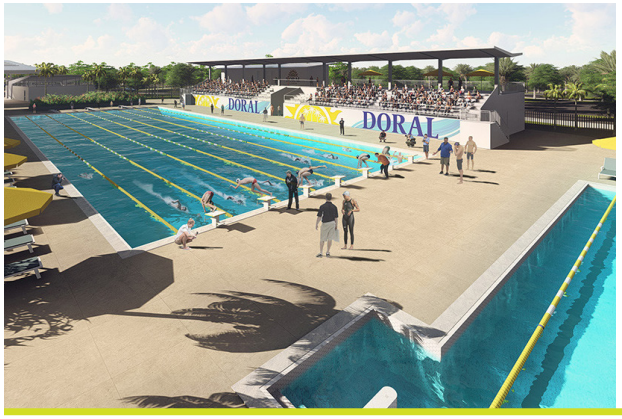
Branding and Theming

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

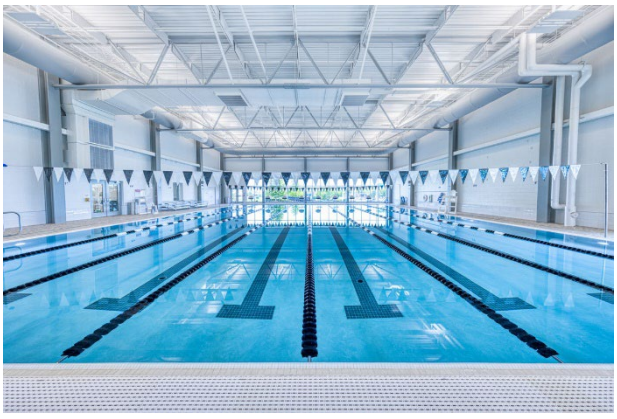
Firm's Role: Design Architect

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

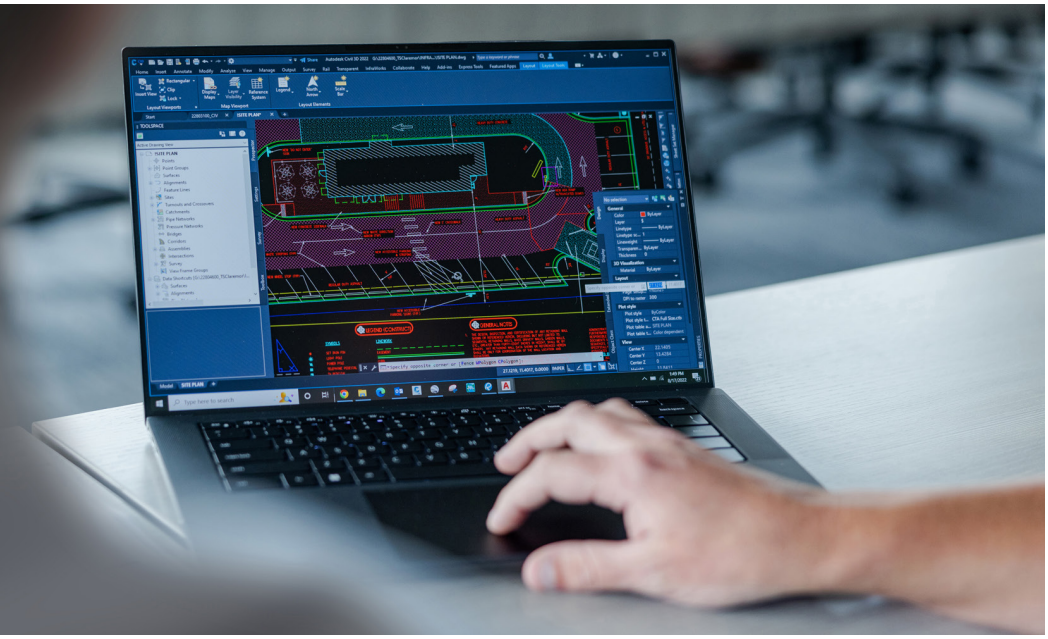
ABOUT CRAFTON TULL

OFFICES

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

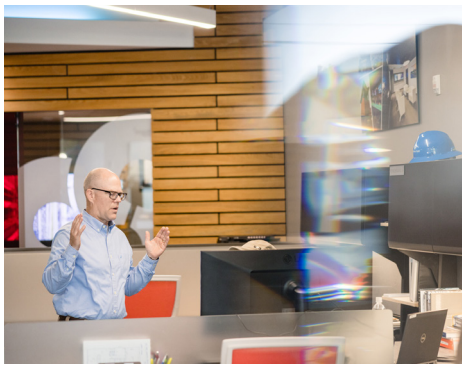
OKLAHOMA
- Oklahoma City

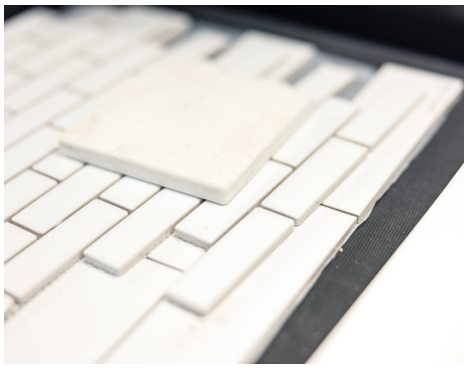
TEXAS
- Dallas



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."

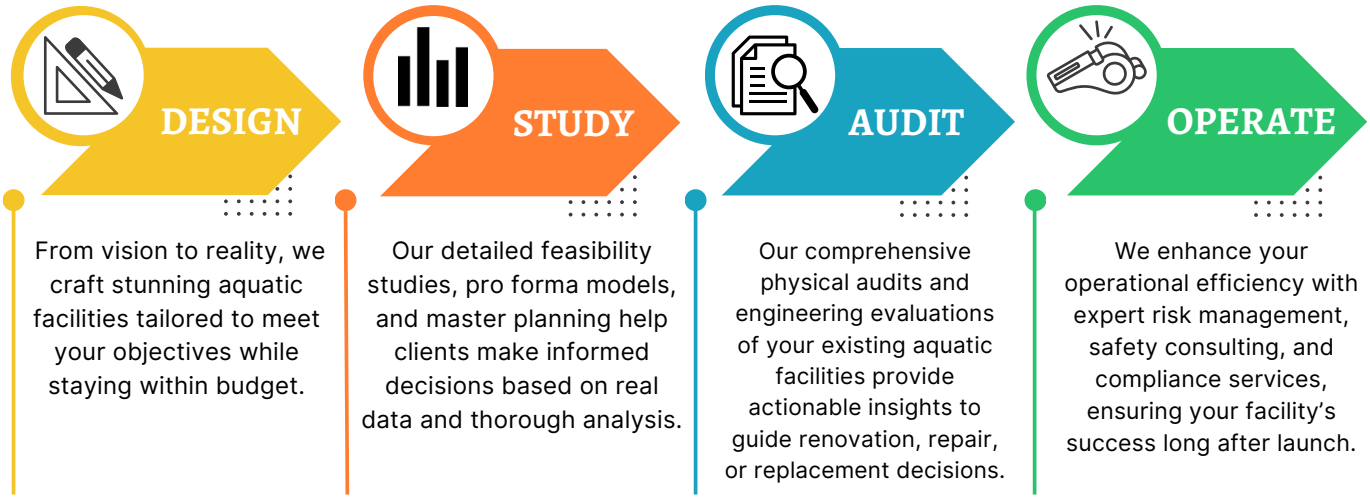
Walt Siemsglusz
Director of Parks and Recreation (retired)
City of Bridgeton, Missouri

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 OCTOBER 28, 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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City Issued RFQ

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

Appendix B
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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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City Issued RFQ

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

Appendix C
RFQ 25-08, CMAR
Aquatic Facility
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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Aquatic Facility
CDI's RFQ Response



SUBMITTED BY:

CDI CONTRACTORS

Fayetteville Aquatic Facility

RFQ SUBMISSION FOR:
Statements of Qualifications

RFQ 25-08

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CDI's RFQ Response

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.

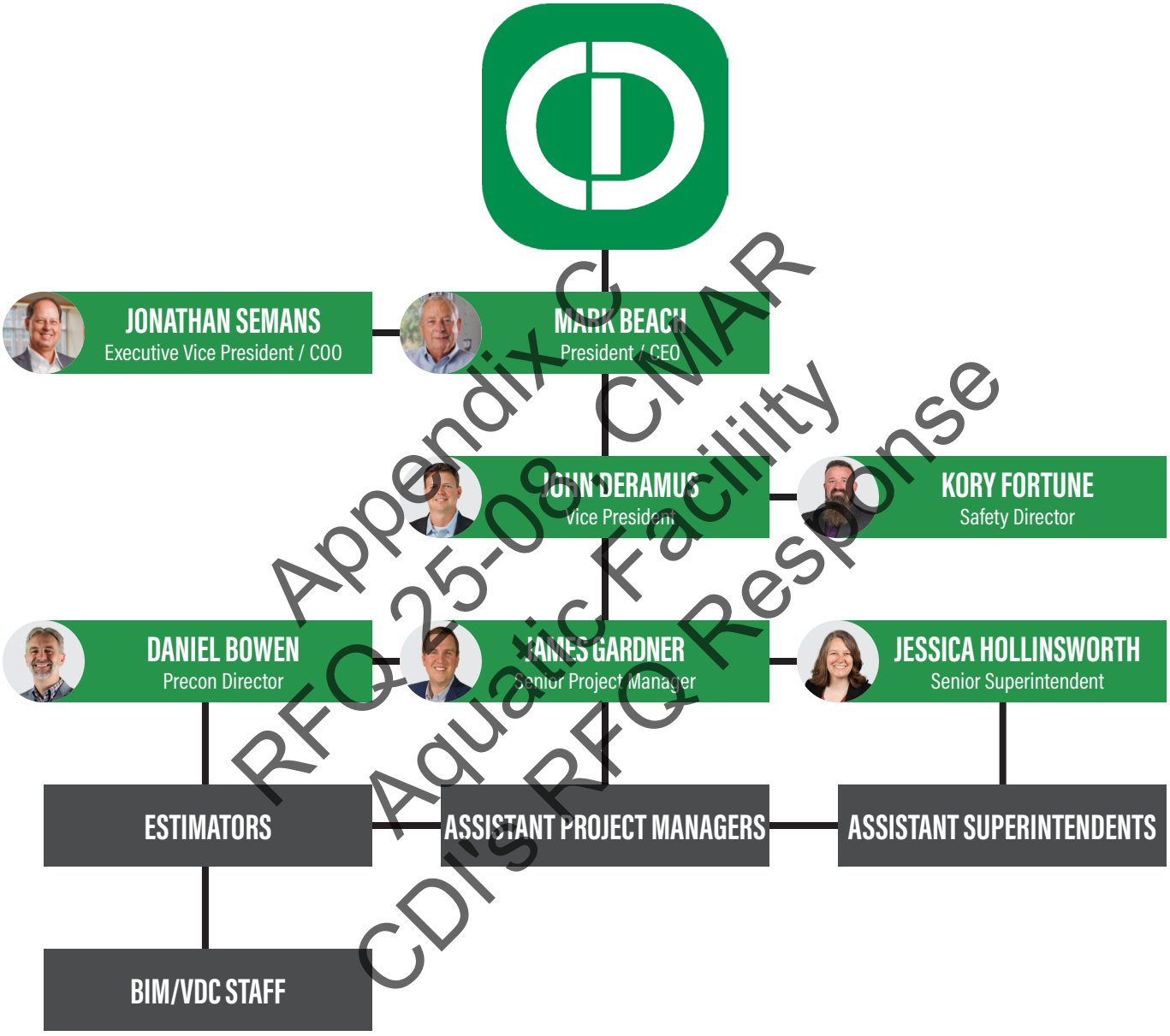
CDI is ready to bring our specialized experience and commitment to client satisfaction to the City of Fayetteville. We appreciate your consideration and look forward to the opportunity to support the successful delivery of your aquatics center.

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.

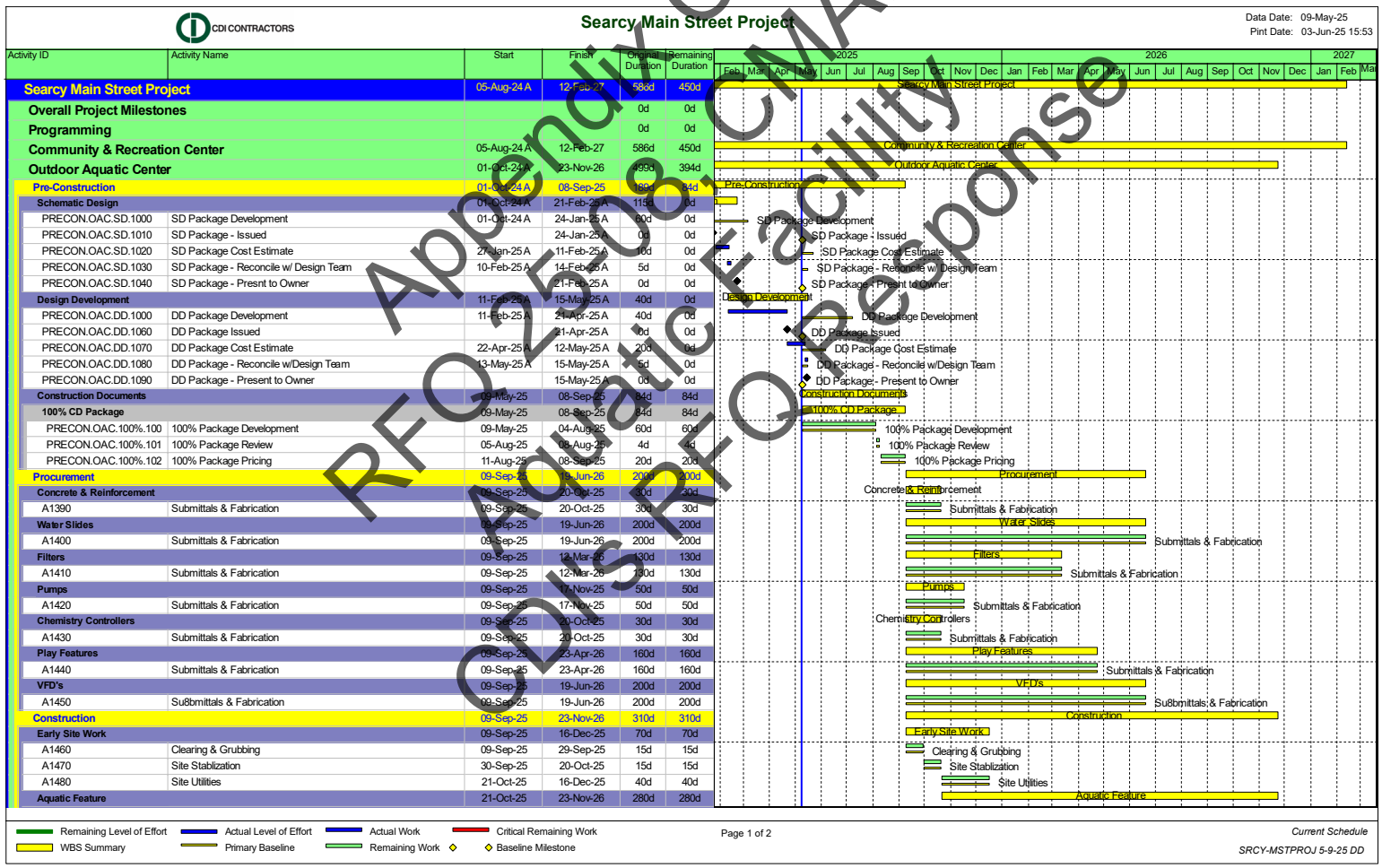






SCHEDULE

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

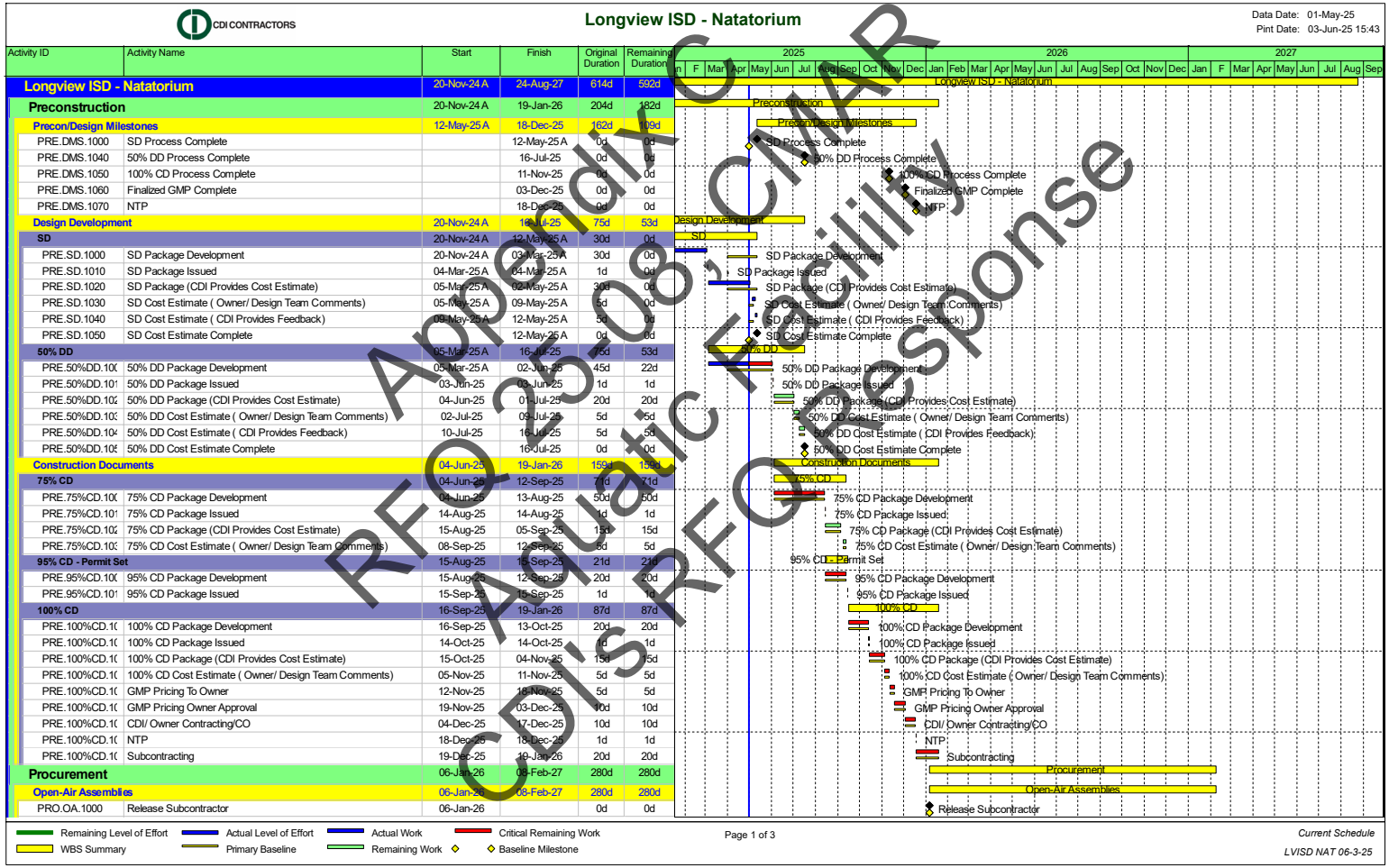
Remaining Level of Effort | Actual Level of Effort | Actual Work | Critical Remaining Work
WBS Summary | Primary Baseline | Remaining Work | Baseline Milestone

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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.

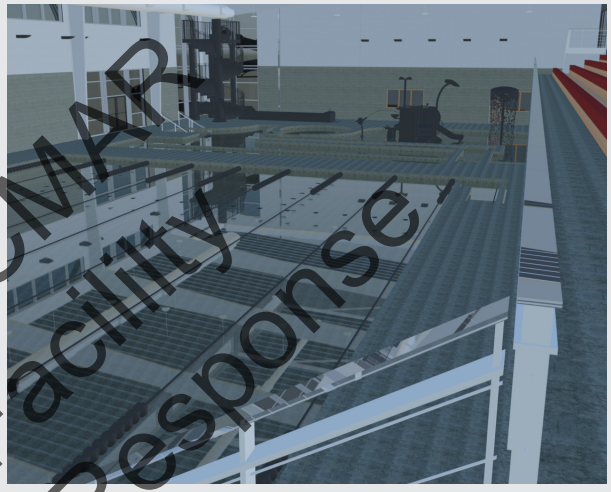
Getting Qualified and Reputable Subcontractor Support

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.

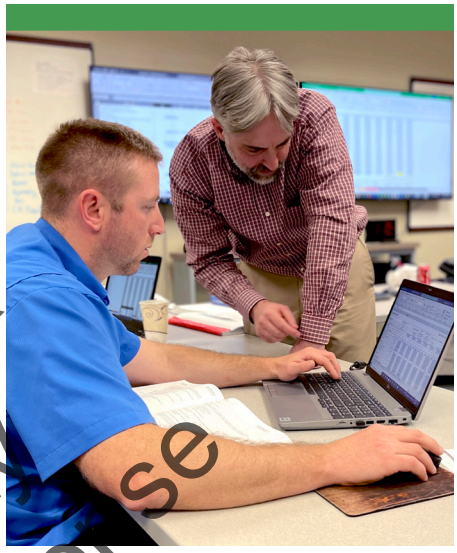
Grounded in the belief that 1) both parties prioritize mutual success, and 2) the design phase allows ample opportunity for transparent communication and expectation alignment, the Guaranteed Maximum Price (GMP) stands as a cap on what the client should pay for the envisioned scope of work, barring adjustments 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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CDI's RFQ Response

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

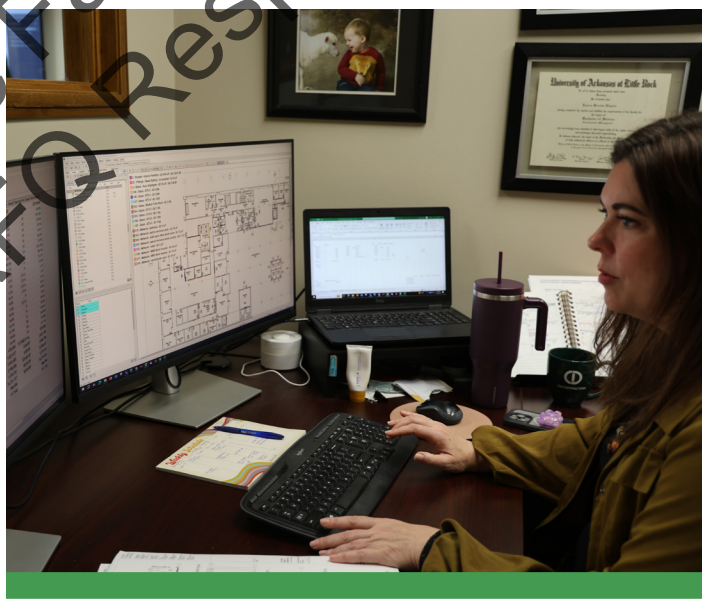
After working to fully understand your needs, we'll manage the building program to fulfill those needs within the available funds. Matching the project budget with the owner's building program helps us identify ways to achieve your program objectives at the best possible cost. By initiating design and 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.



Appendix C
RFQ 25-08 CMAR
Aquatic Facility
CDI's RFQ Response

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

Appendix C
RFQ 25-08; CMAR
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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

Appendix C
RFQ 25-08, CMAR
Aquatic Facility
CDI's RFQ Response

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

Appendix C
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.

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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
RFQ 25-08, CMAR
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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
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CDI's RFQ Response

Explore some of our current projects online at **CDIContractors.com**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2019

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

SUBJECT: **ADM-2025-0036: Administrative Item (E. PUMP STATION RD & S. DEAD HORSE MTN RD/ CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON, 604 & 605): Submitted by the CITY OF FAYETTEVILLE for property located at E. PUMP STATION RD & S. DEAD HORSE MTN RD. The property is zoned P-1, INSTITUTIONAL, and R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 434.80 acres. The request is to modify the master street plan.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to amend the 2040 master street plan to remove an approximately 1-mile planned Neighborhood Link Street, extending from E. Pump Station Road to S. Dead Horse Mountain Road, as described and shown in the attached Exhibits 'A' and 'B.'

BACKGROUND:
The subject area is in southeast Fayetteville and situated between the West Fork of the White River and S. Dead Horse Mountain Road. This area encompasses multiple parcels, including about 223 acres of land that was purchased in 2023 in a three-party agreement with the Watershed Conservation Resource Center, the Beaver Water District, and the City of Fayetteville (Res. 257-22). A significant portion of the site lies within a FEMA-designated floodway and floodplain, and hydric soils are present throughout the area.

Request: City staff is requesting an amendment to the 2040 Master Street Plan to remove an approximately one-mile section of a planned Neighborhood Link Street, extending from E. Pump Station Road, across the West Fork of the White River, and ultimately terminating at S. Dead Horse Mountain Road.

Public Comment: Staff received public comment in support of staff's request to remove the connection, and inquiries about the proposal and concerns about any impending residential development.

DISCUSSION:
The planned connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan standards. It was upgraded to a minor arterial in 2011 with the adoption of City Plan 2030 (Resolution 146-11) and then received its current designation in 2020 with the adoption of City Plan 2040 (Resolution 15-20).

The Master Street Plan is intended to serve as a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where

new building developments might occur to plan for possible street connections and capital expenditures. The Master Street Plan is not intended to serve as a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the proposed connection's location on property now owned for the purpose of permanent conservation and natural restoration, and that there are multiple City plans to conserve, protect, and rehabilitate this area in perpetuity, staff recognizes that fulfilling this connection may run counter to the public's interest. These plans include redevelopment of Combs Park, which is also in the direct path of the proposed connection. Beyond ownership questions, constructability of this connection is limited, given restrictions on FEMA-protected land, as well as streamside protection requirements that would be costly to achieve (see attached memo from the City Engineering Division on this). While the City recognizes the lack of east/west connections in this area, staff recognize that this location is not feasible. Additionally, due to frequent flooding and environmental constraints along the West Fork of the White River, staff cannot reasonably propose an alternative automotive route and instead recommend reinforcing the planned Saint Paul trail from the Active Transportation Plan for potential emergency vehicle use while limiting further development in the affected area to the east to the extent possible.

At the September 8, 2025 Planning Commission meeting, Commissioners unanimously supported the connection's removal from the Master Street Plan. Commissioners offered little comment, finding that the removal was in line with the City's goals for the area. Two members of the public spoke at the meeting; one was in support of the request to remove the connection, and the other had questions about whether homes would be developed in the area. No housing is proposed with this development.

Following the Planning Commission, City Council's Transportation Committee heard the proposal at their September 30, 2025 meeting. After discussion, the item was forwarded unanimously to the City Council. Clarification was sought on the location of the planned street relative to a planned river crossing of the St. Paul's trail as well as implications for future development southeast of the river. Staff acknowledged that development could be restricted if future capacity changes to Highway 16 were not completed. and also that no anticipated project could support the construction of a new bridge, likely leaving that cost to the city.

BUDGET/STAFF IMPACT:

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 #: 2025-2019

AN ORDINANCE TO APPROVE ADM-2025-36 AND AMEND THE 2040 MASTER STREET PLAN TO REMOVE APPROXIMATELY 1 MILE OF PLANNED NEIGHBORHOOD LINK STREET BETWEEN EAST PUMP STATION ROAD AND SOUTH DEAD HORSE MOUNTAIN ROAD IN WARD 1

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 administrative item ADM-2025-36 and amends the 2040 Master Street Plan by removing approximately 1 mile of planned Neighborhood Link Street between East Pump Station Road and South Dead Horse Mountain Road in Ward 1 as shown on the maps (Exhibit A and Exhibit B) both attached to the Planning Department's Agenda Memo for property owned by the City of Fayetteville, Watershed Conservation Resource Center, and Beaver Water District.

City of Fayetteville Staff Review Form

2025-2019

Item ID

11/4/2025

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

Jonathan Curth	10/2/2025	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2025-0036: Administrative Item (E. PUMP STATION RD & S. DEAD HORSE MTN RD/ CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON, 604 & 605): Submitted by the CITY OF FAYETTEVILLE for property located at E. PUMP STATION RD & S. DEAD HORSE MTN RD. The property is zoned P-1, INSTITUTIONAL, and R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 434.80 acres. The request is to modify the master street plan.

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:

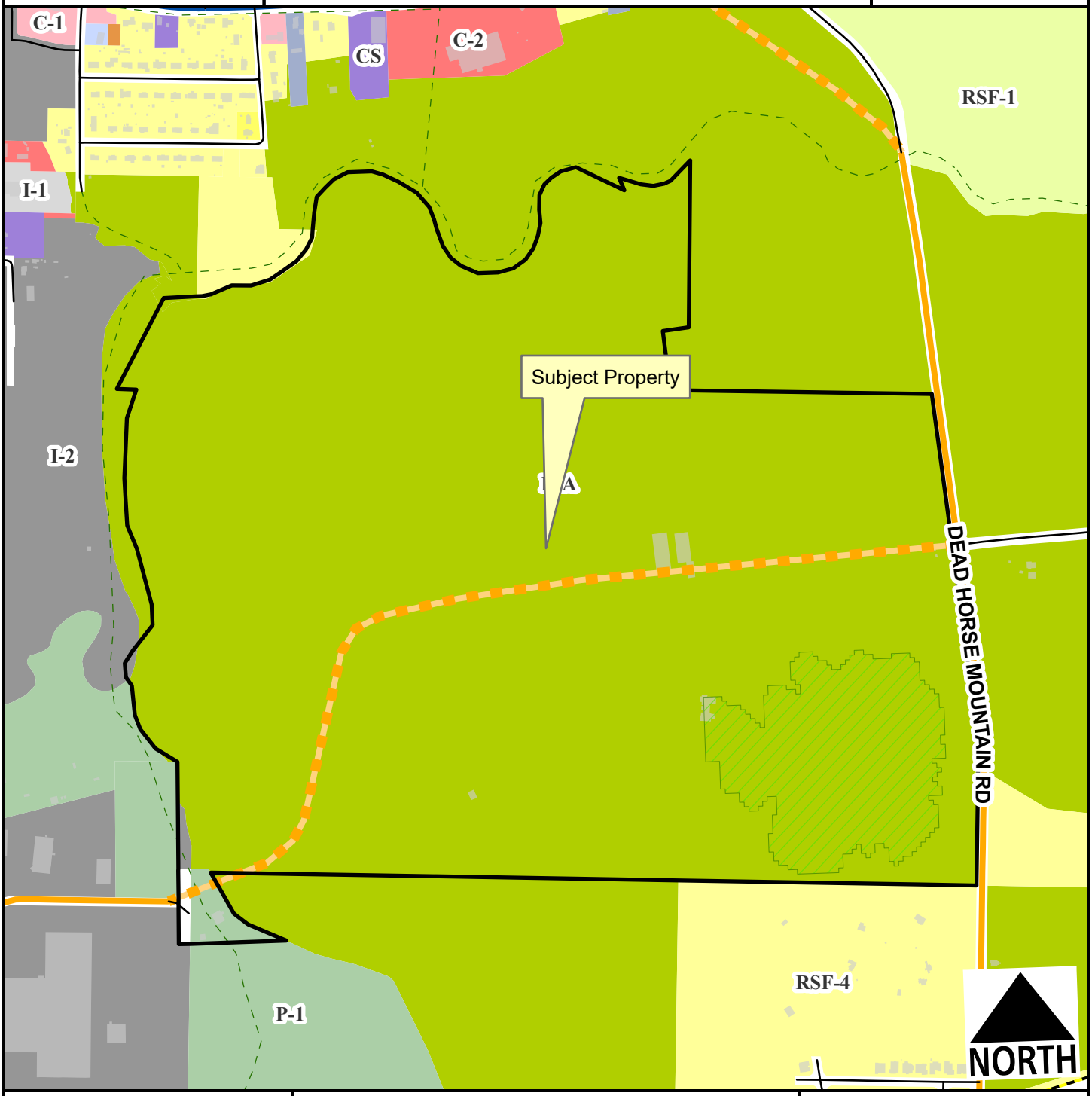
Comments:

ADM-2025-0036

Close Up View

E. PUMP STATION RD & S. DEAD HORSE MTN RD

EXHIBIT A



- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 287.5 575 1,150 1,725 2,300

1:9,400

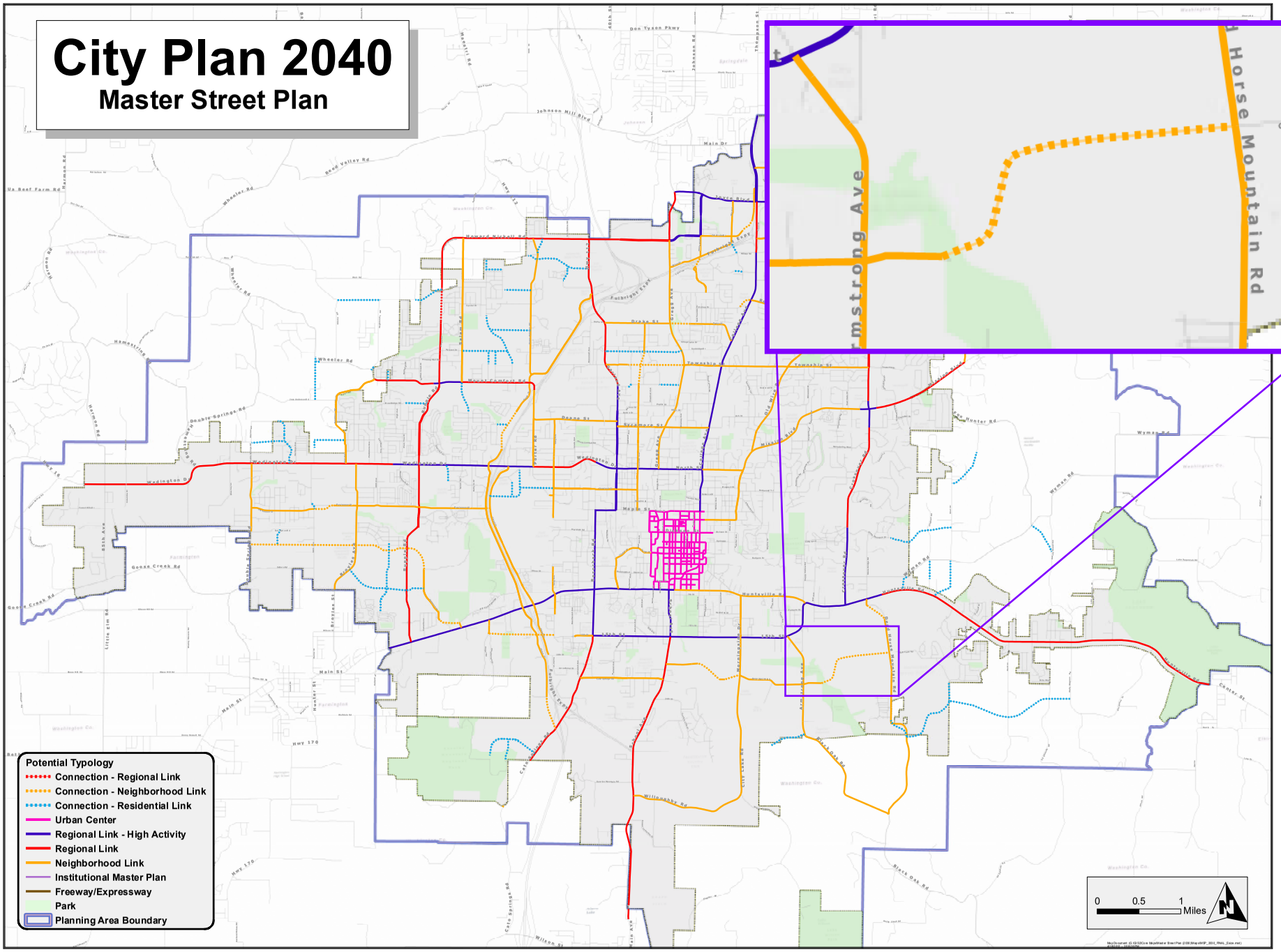


Figure 12.7 - Master Street Plan Map

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jonathan Curth, Development Services Director
Jessie Masters, Planning Director
Justin Bland, Engineering Development Review Manager

MEETING DATE: September 8, 2025 Updated with final results

SUBJECT: **ADM-2025-0036: Administrative Item (E. PUMP STATION RD & S. DEAD HORSE MTN RD/ CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON, 604 & 605):** Submitted by the CITY OF FAYETTEVILLE for property located at E. PUMP STATION RD & S. DEAD HORSE MTN RD. The property is zoned P-1, INSTITUTIONAL, and R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 434.80 acres. The request is to modify the master street plan.

RECOMMENDATION:
Staff recommends forwarding **ADM-2025-0036** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ADM-2025-0036** to City Council with a recommendation of approval."*

BACKGROUND:
The subject area is in southeast Fayetteville and situated between the West Fork of the White River and S. Dead Horse Mountain Road. This area encompasses multiple parcels, including about 223 acres of land that was purchased in 2023 in a three-party agreement with the Watershed Conservation Resource Center, the Beaver Water District, and the City of Fayetteville (Res. 257-22). A significant portion of the site lies within a FEMA-designated floodplain, and hydric soils are present throughout the area. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-A, Residential-Agricultural
South	Single-Family Residential/Agricultural	R-A, Residential-Agricultural
West	Undeveloped	R-A, Residential-Agricultural; P-1, Institutional
East	Undeveloped	R-A, Residential-Agricultural

Proposal: City staff is requesting an amendment to the 2040 Master Street Plan to remove an approximately one-mile section of a planned Neighborhood Link Street, extending from E. Pump Station Road, across the West Fork of the White River, and ultimately terminating at S. Dead Horse Mountain Road.

DISCUSSION:
The planned connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan standards. It was upgraded to a minor arterial in 2011 with the adoption of City Plan 2030 (Resolution 146-11) and then received its current designation in 2020 with the adoption of City Plan 2040 (Resolution 15-20).

The Master Street Plan is intended to serve as a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. The Master Street Plan is not intended to serve as a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the proposed connection's location on property now owned for the purpose of permanent conservation and natural restoration, and that there are multiple City plans to conserve, protect, and rehabilitate this area in perpetuity, staff recognizes that fulfilling this connection may run counter to the public's interest. These plans include redevelopment of Combs Park, which is also in the direct path of the proposed connection. Beyond ownership questions, constructability of this connection is limited, given restrictions on FEMA-protected land, as well as streamside protection requirements that would be costly to achieve (see attached memo from the City Engineering Division on this). While the City recognizes the lack of east/west connections in this area, staff recognize that this location is not feasible. Additionally, due to frequent flooding and environmental constraints along the West Fork of the White River, staff cannot reasonably propose an alternative automotive route and instead recommend reinforcing the planned Saint Paul trail from the Active Transportation Plan for potential emergency vehicle use while limiting further development in the affected area to the east to the extent possible.

Public Comment: Staff has received public comment in response to this request. Most of the public comment has been related to lack of information about the proposal, though staff has also received feedback in favor of removing the connection from the master street plan from the private property owner who owns the land that the street would potentially traverse.

RECOMMENDATION: Staff recommends forwarding this item to City Council with a recommendation of approval with the following conditions:

Conditions of Approval:

1. Approval of the removal of this segment of the Master Street Plan connection does not reflect approval of any planned development; any planned developments must be submitted according to the allowances in relevant city code.

2. When funded, the Saint Paul Trail connection and any associated bridge shall be reinforced and designed to allow for potential emergency vehicle use.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: September 8, 2025	❒ **Tabled**	❒ **Approved**	❒ **Denied**
Motion: PAYNE		[X] FORWARD, WITH A RECOMMENDATION OF APPROVAL	
Second: GARLOCK			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

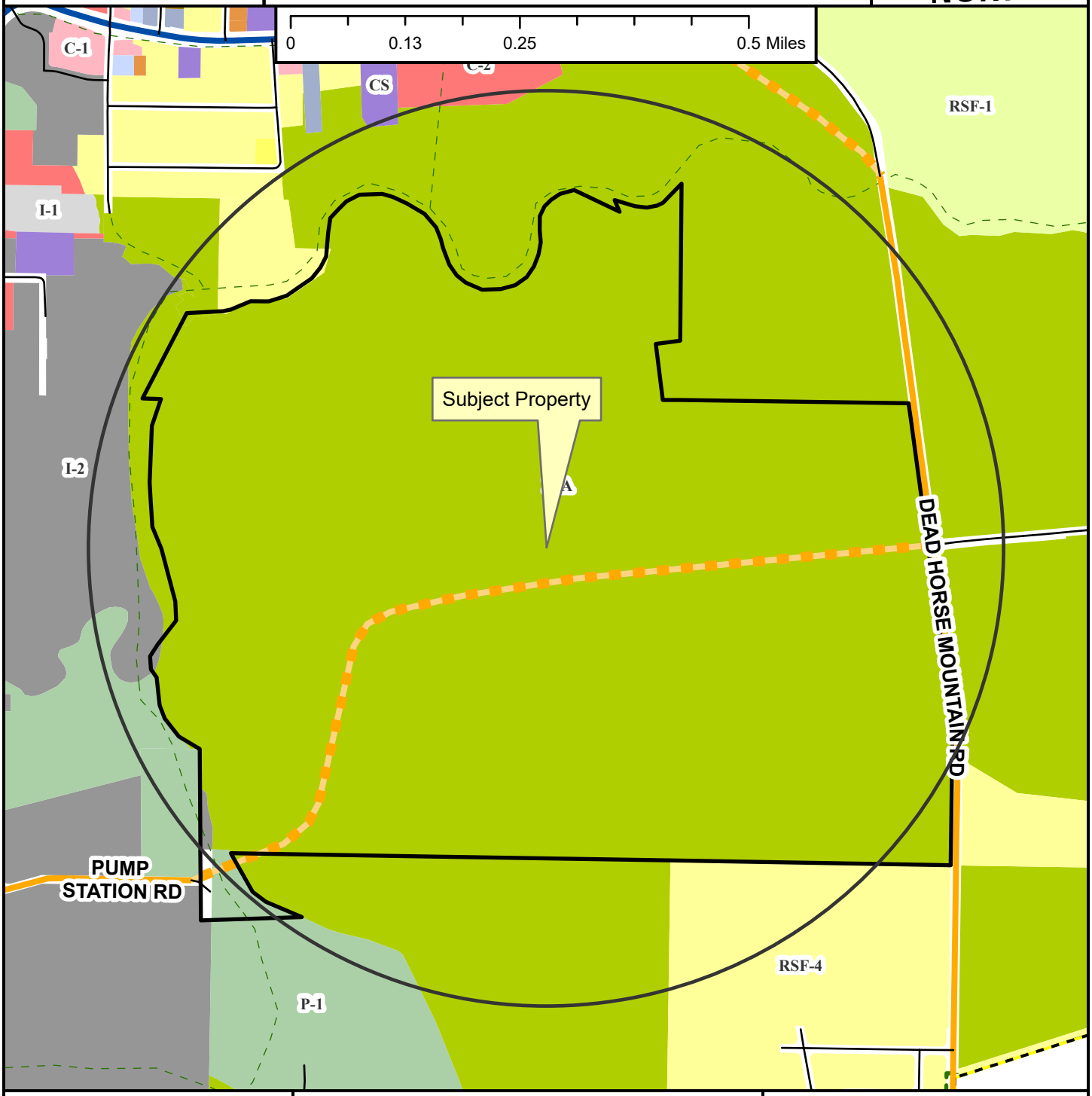
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Applicant Request Letter
- Engineering Memo
- 2007 Master Street Plan Exhibit
- 2030 Master Street Plan Exhibit
- 2040 Master Street Plan Exhibit

ADM-2025-0036

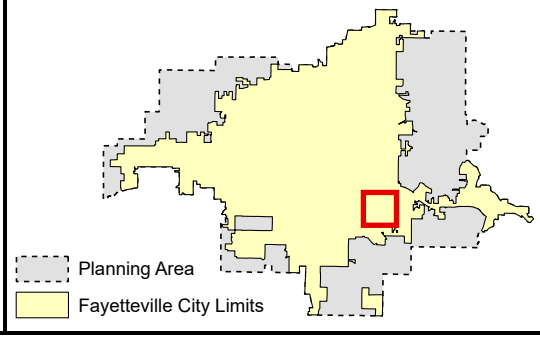
One Mile View

E. PUMP STATION RD & S. DEAD HORSE MTN RD

NORTH



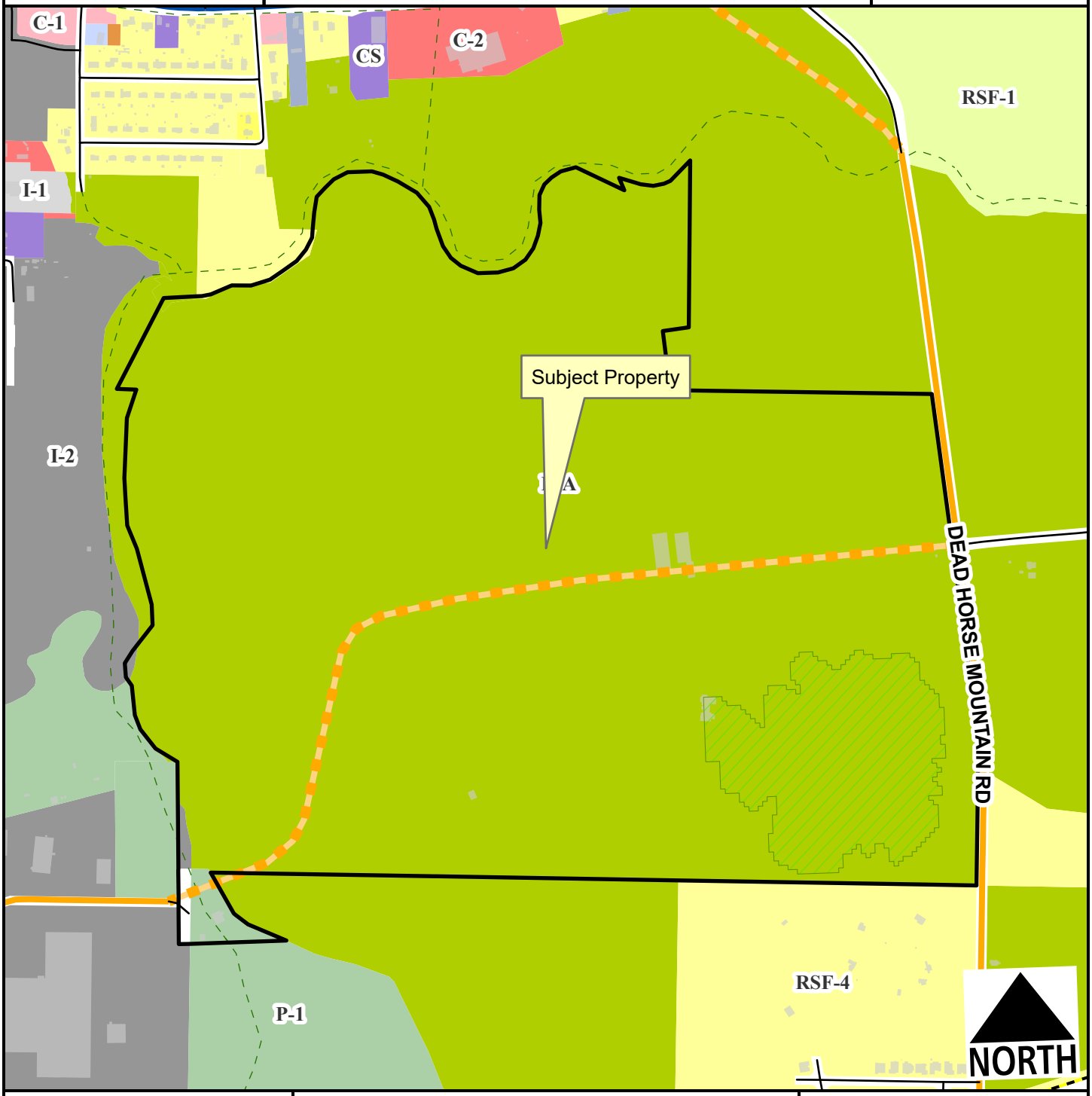
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



ADM-2025-0036

Close Up View

E. PUMP STATION RD & S. DEAD HORSE MTN RD



- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 287.5 575 1,150 1,725 2,300

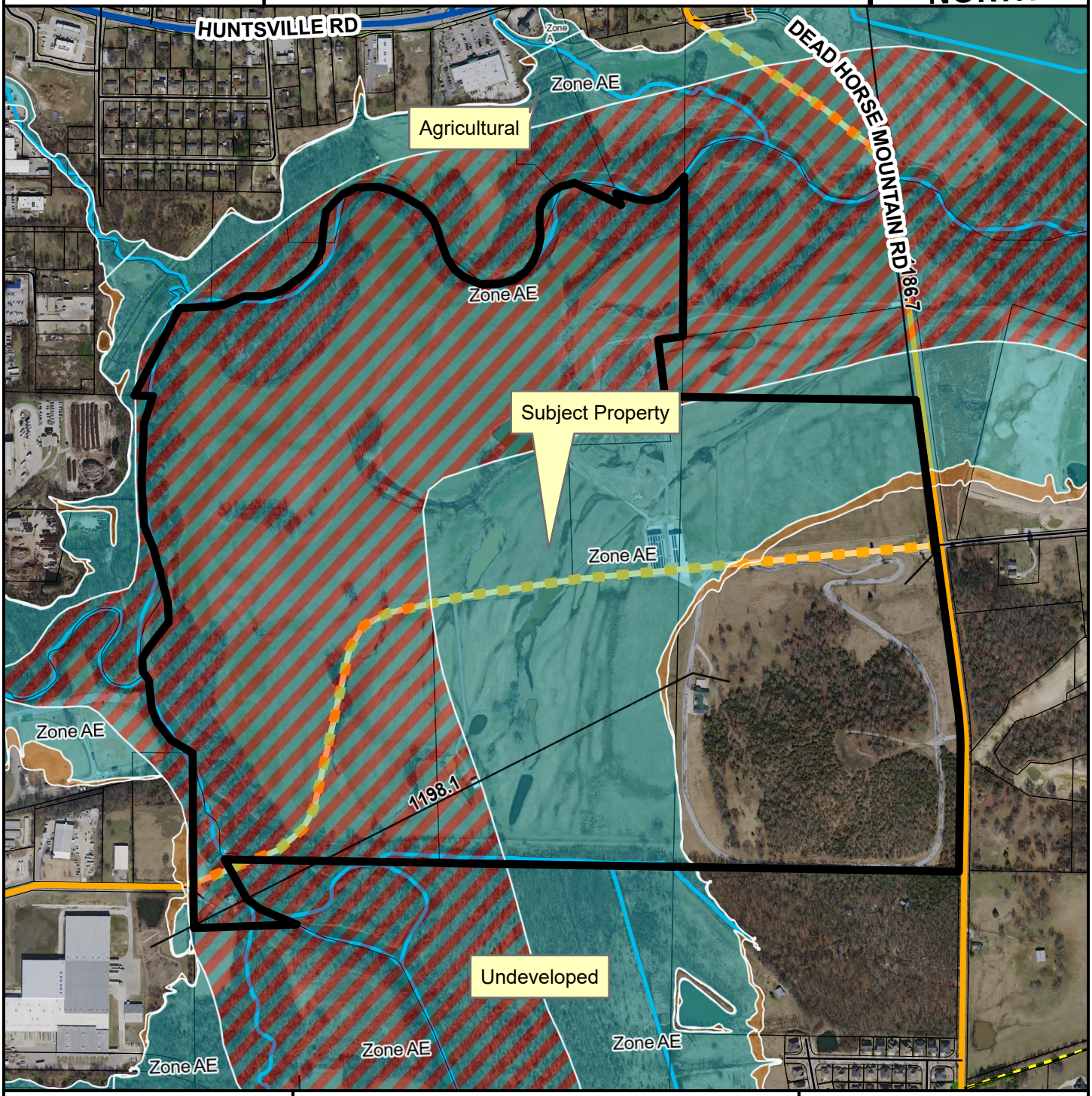
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ADM-2025-0036

Current Land Use

E. PUMP STATION RD & S. DEAD HORSE MTN RD

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 300 600 1,200 1,800 2,400

1:9,800

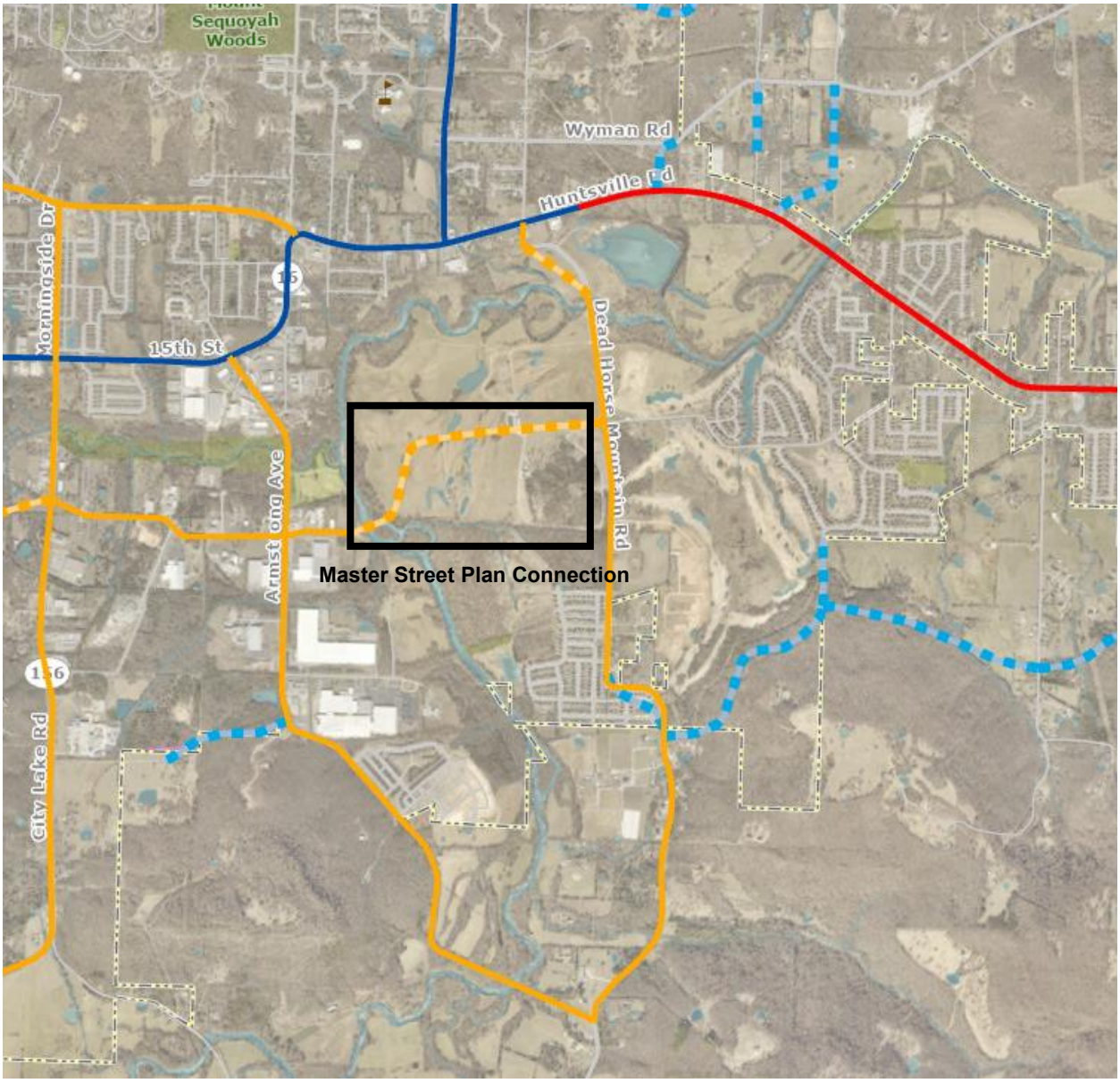
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

City of Fayetteville, AR July 16, 2025

Planning Commission and City Council,

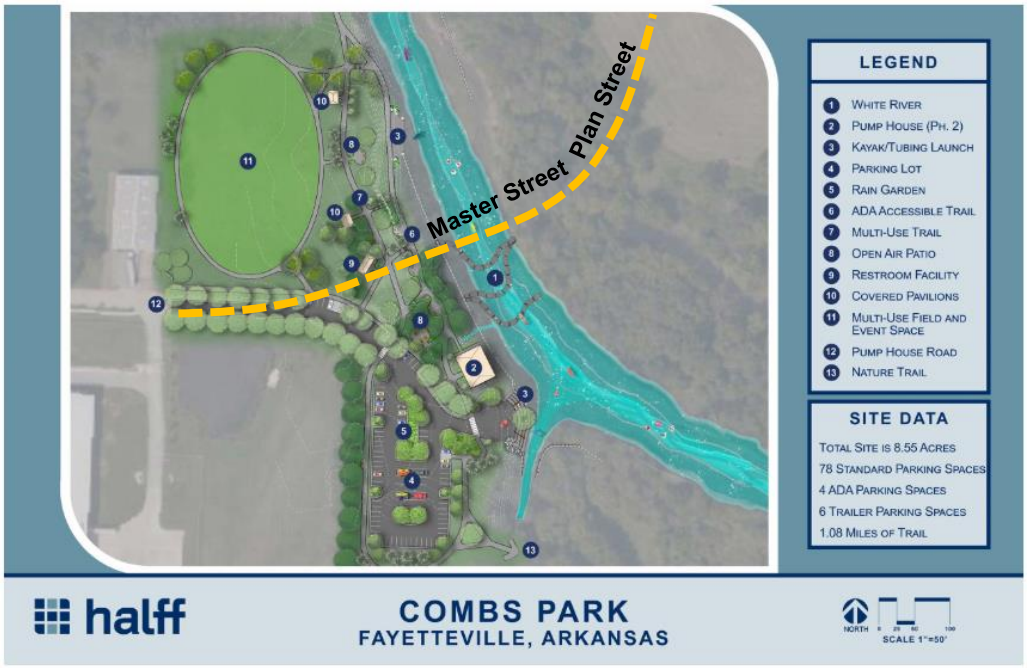
In association with the proposed improvements to Combs Park and the West Fork of the White River, staff requests an amendment to Fayetteville's Master Street Plan to remove a planned Neighborhood Link street. The planned street is located between the east end of Pump Station Road and the intersection of Goff Farm and Dead Horse Mountain Roads. Between these western and eastern points respectively, the connection is proposed to cross a portion of Combs Park, the West Fork of the White River, private property, and a portion of property held in three-party ownership between the City, the Watershed Resource Conservation Center, and Beaver Water District. Along this path, the planned street is aligned along a generally east-west path, with a north-south shift near the West Fork of the White River.



The reasons for staff's request are three-fold. First, since 2020 when the current Master Street Plan was adopted, a larger restoration of the West Fork of the White River has gained momentum. Among the early manifestations of this was a change in ownership of a large portion of the planned street's alignment to the Watershed Resource Conservation Center as a part of a three-party agreement with the City of Fayetteville and Beaver Water District. This land transaction is considered as a clear policy indicator that the property is intended to be conserved for preservation and restoration. A street extension through the area could adversely impact this objective through associated construction and future impacts from run-off. Further indication of the city's commitment to conserving the property came in the form of a 2024 grant award totaling $4,254,743 from the Environmental Protection Agency through the Climate Pollution Reduction Grant program.

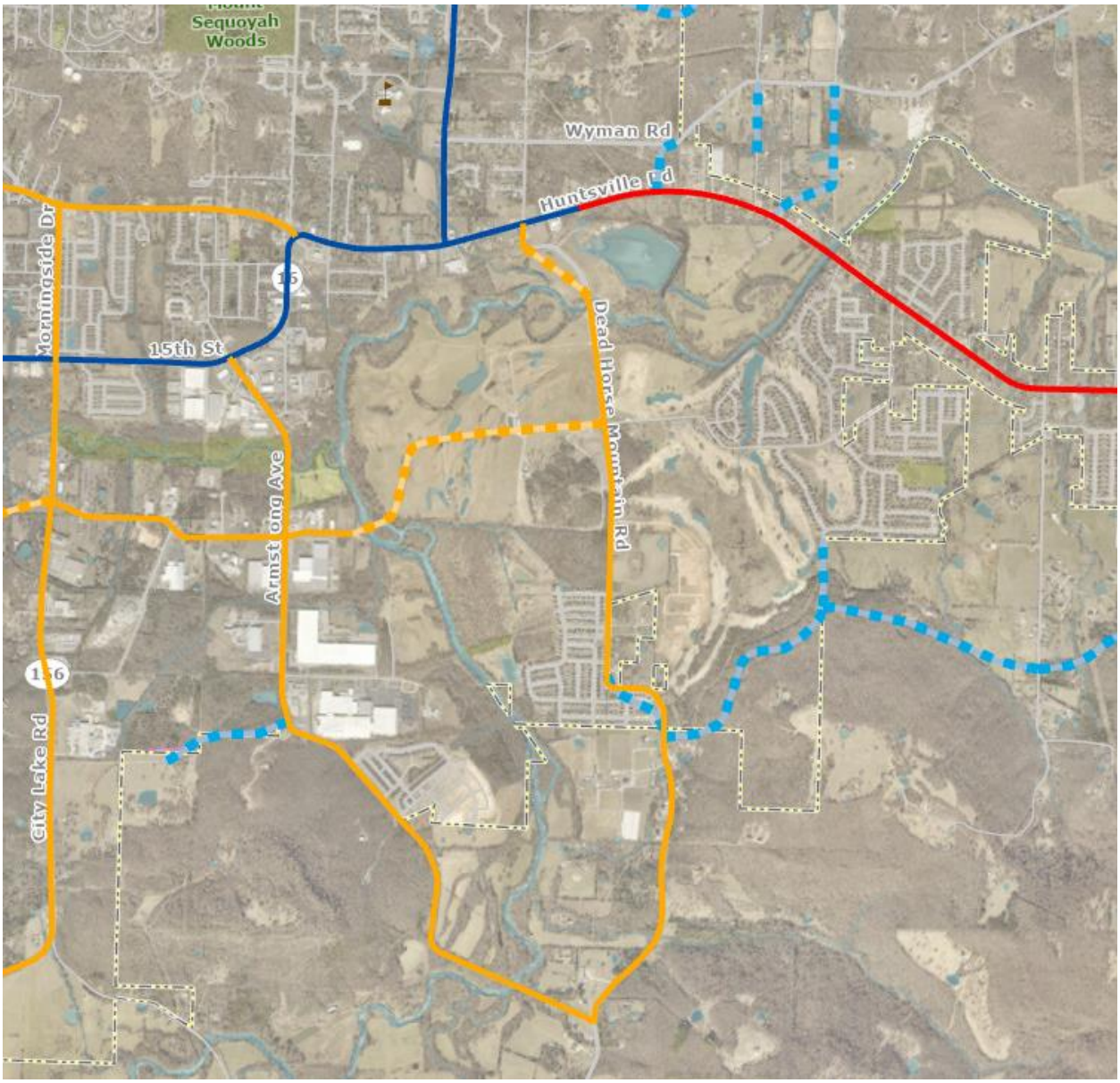
More recently, conceptual design work for Combs Park, located at the western end of the planned street (see below in orange), was finalized and approved by the Parks, Natural Resources, and Cultural Affairs Advisory Board. The plans include extensive river restoration and water recreation for residents. Extension of City Lake Road along any alignment in the area will negatively impact the ability to restore this section of the West Fork of the White River or program the property for its intended Parks use.

Lastly, there are issues of construction and funding feasibility in making the connection of City Lake Road to Goff Farm Road. As noted above, the planned alignment crosses the West Fork of the White River, including approximately 4,000 feet, or 75% of the planned street's length, in floodplain and floodway. While some degree of floodplain and the associated costs have been a consistent factor in the street connection's planning, the combination with the more recent public initiatives outlined above make financial and construction challenges less likely for prioritization in the public's interest.



Of note however, is the impact on area development potential that may occur by removing this connection. Southeast Fayetteville to the east and south of the West Fork of the White River lacks connectivity, with two river crossings in city limits: Dead Horse Mountain Road and Huntsville Road/Highway 16. The planned street that is the subject of this request represents the only potential crossing in approximately three and one-half miles of the West Fork of the White Rivers' course, between Huntsville Road to the northeast and Black Oak Road in unincorporated Washington County to the southwest. The Dead Horse Mountain Road crossing in-between is the subject of regular flooding concerns from residents in the area. Given the breadth of floodplain in the area, conservation priorities, and existing development, staff cannot identify a viable alternative for automotive connectivity, and therefore finds it pertinent to highlight the potential limitations for additional development south and east of Goff Farm and Dead Horse Roads implicit in removing this planned street. In-lieu of an automotive connection, the planned Saint Paul trail connection remains on the Active Transportation Plan, and staff recommends future completion of that river crossing consider reinforced construction that can, in the event of emergency, support the larger vehicles associated with medical, fire, and police response.

Thank you for the consideration of this request.


Sequoyah Woods
Wyman Rd
Huntsville Rd
Morningside Dr
15th St
Armstrong Ave
Dead Horse Mountain Rd
City Lake Rd

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessie Masters, Development Review Manager

FROM: Justin Bland, Engineering Development Review Manager

DATE: August 29, 2025

SUBJECT: **Planning Commission Engineering Comments for ADM-2025-0036**

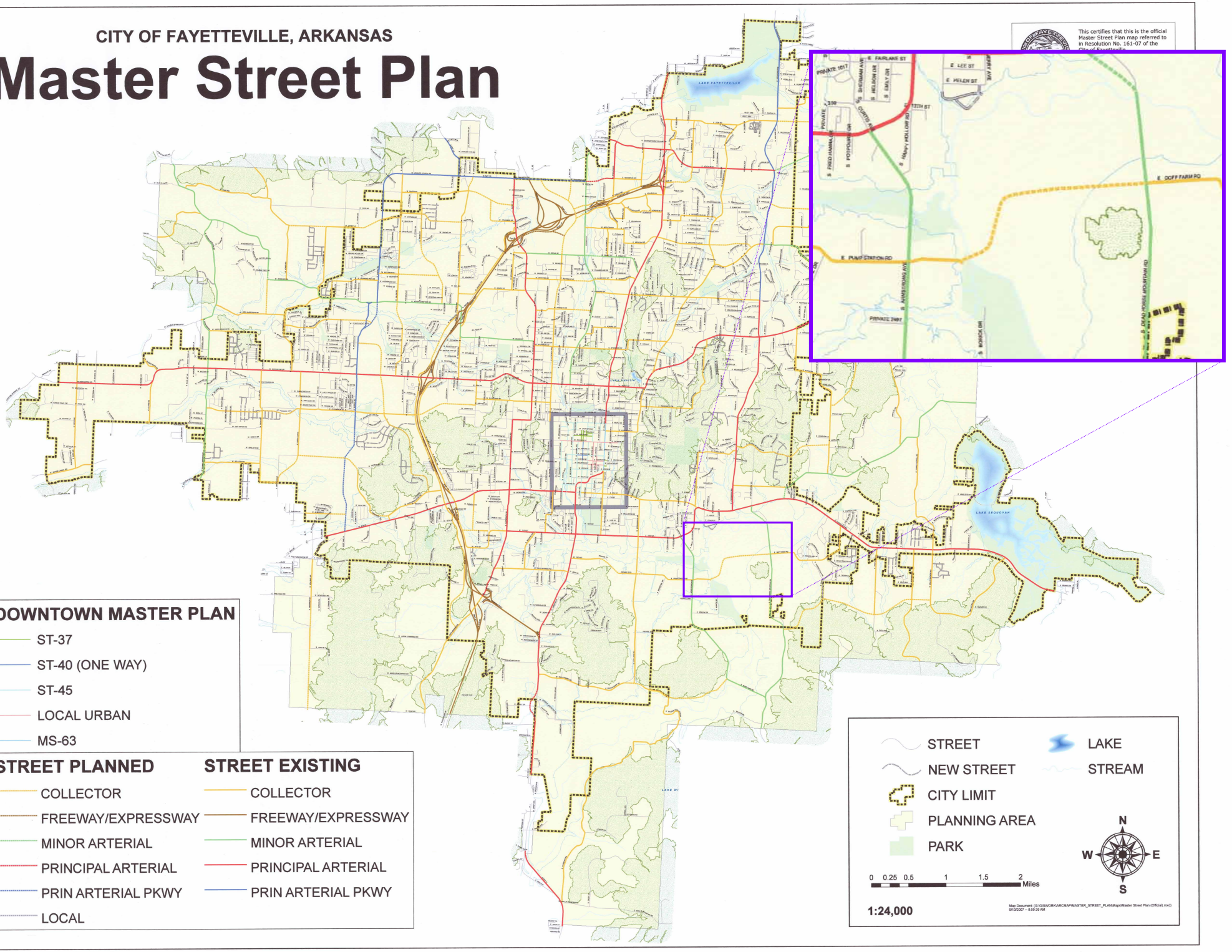
Engineering Staff is supportive of the request to remove a section of E. Pump Station Road from the Master Street Plan due to significant environmental, regulatory, and financial challenges associated with its design and construction. This section of roadway would face several hurdles for its design and construction, including:

- **River and Floodplain Crossing**: The route crosses a wide section of the protected West Fork of the White River including approximately 2,350 linear feet of floodway and an additional 1,800 linear feet of flood plain. A roadway design would have to adhere to the requirements of the City's Flood Damage Prevention Code in addition to any FEMA requirements.
- **Hydric Soils and Wetlands**: The alignment traverses approximately 4,100 linear feet of land with hydric soils, which may indicate the presence of regulated wetlands. The discovery of wetlands would necessitate additional permitting from the U.S. Army Corps of Engineers and would likely increase project complexity, cost, and localized environmental impacts.
- **Streamside Protection Area**: The road would cross approximately 700 linear foot of streamside protection area.
- **Conservation Impacts**: The project would impact land on the east side of the river that has been designated for conservation by the City and the property owner, the Watershed Conservation Resource Center.
- **Regulatory Permitting**: Additional permitting could be required by the Arkansas Department of Environmental Quality, the EPA, and other regulatory agencies.

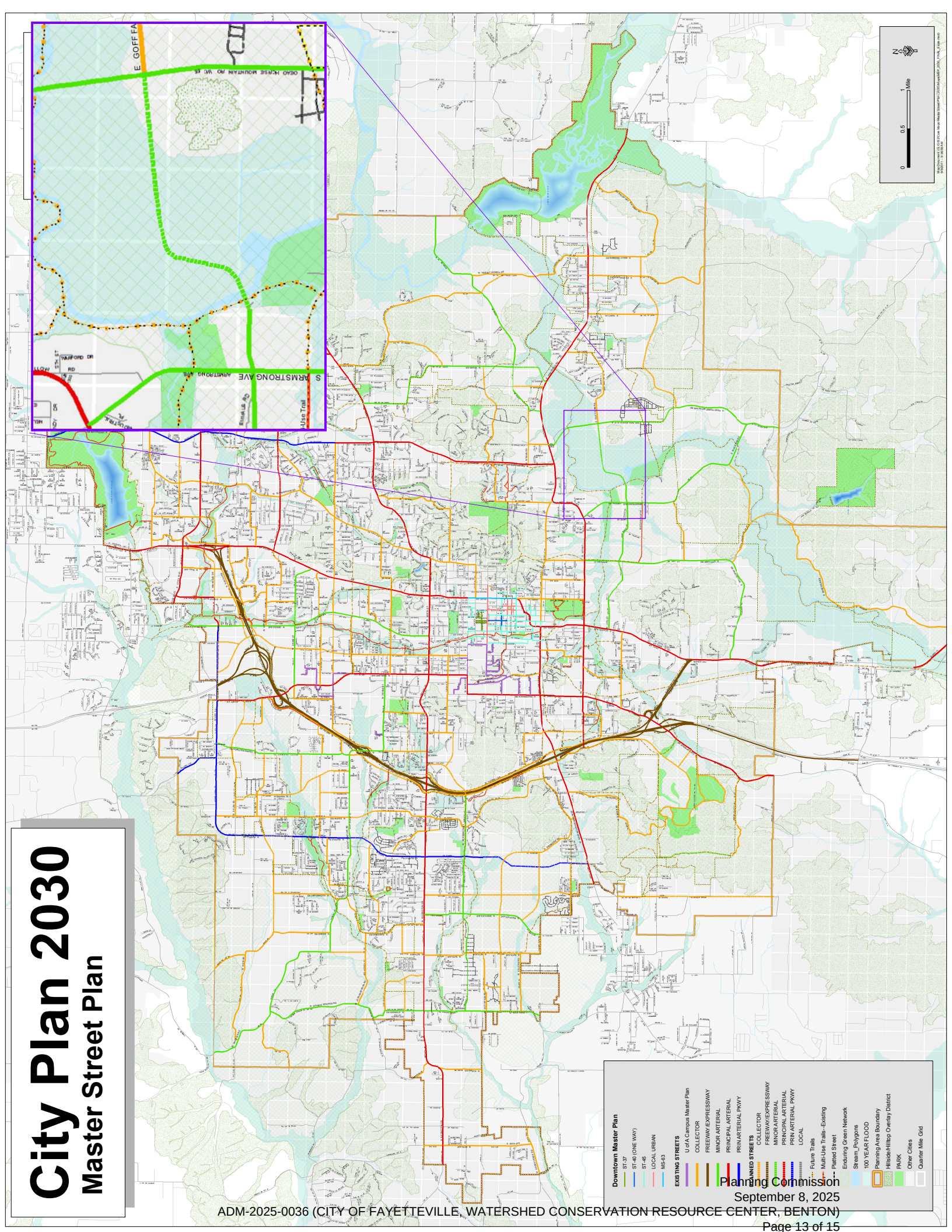
A roadway design that addresses all these issues would likely be very expensive and difficult to construct. The proposed crossing is located at one of the widest sections of the floodplain, which is the primary basis for the Engineering Staff's recommendation. Ideally, any river crossing would be located at an area with a narrower floodplain to minimize these environmental and design challenges.

CITY OF FAYETTEVILLE, ARKANSAS

Master Street Plan



ADM-2025-0036 (CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON)
Planning Commission September 8, 2025
Page 12 of 15


City Plan 2030
Master Street Plan
Downtown Master Plan
ST-37
ST-40 (ONE WAY)
ST-45
LOCAL URBAN
MS-63
EXISTING STREETS
U of A Campus Master Plan
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
PRIN ARTERIAL PKWY
PLANNED STREETS
COLLECTOR
FREEWAY/EXPRESSWAY
MINOR ARTERIAL
PRINCIPAL ARTERIAL
PRIN ARTERIAL PKWY
LOCAL
Future Trails
Multi-Use Trails--Existing
Platted Street
Enduring Green Network
Stream_Polygons
100 YEAR FLOOD
Planning Area Boundary
Hillside/Hilltop Overlay District
PARK
Other Cities
Quarter Mile Grid
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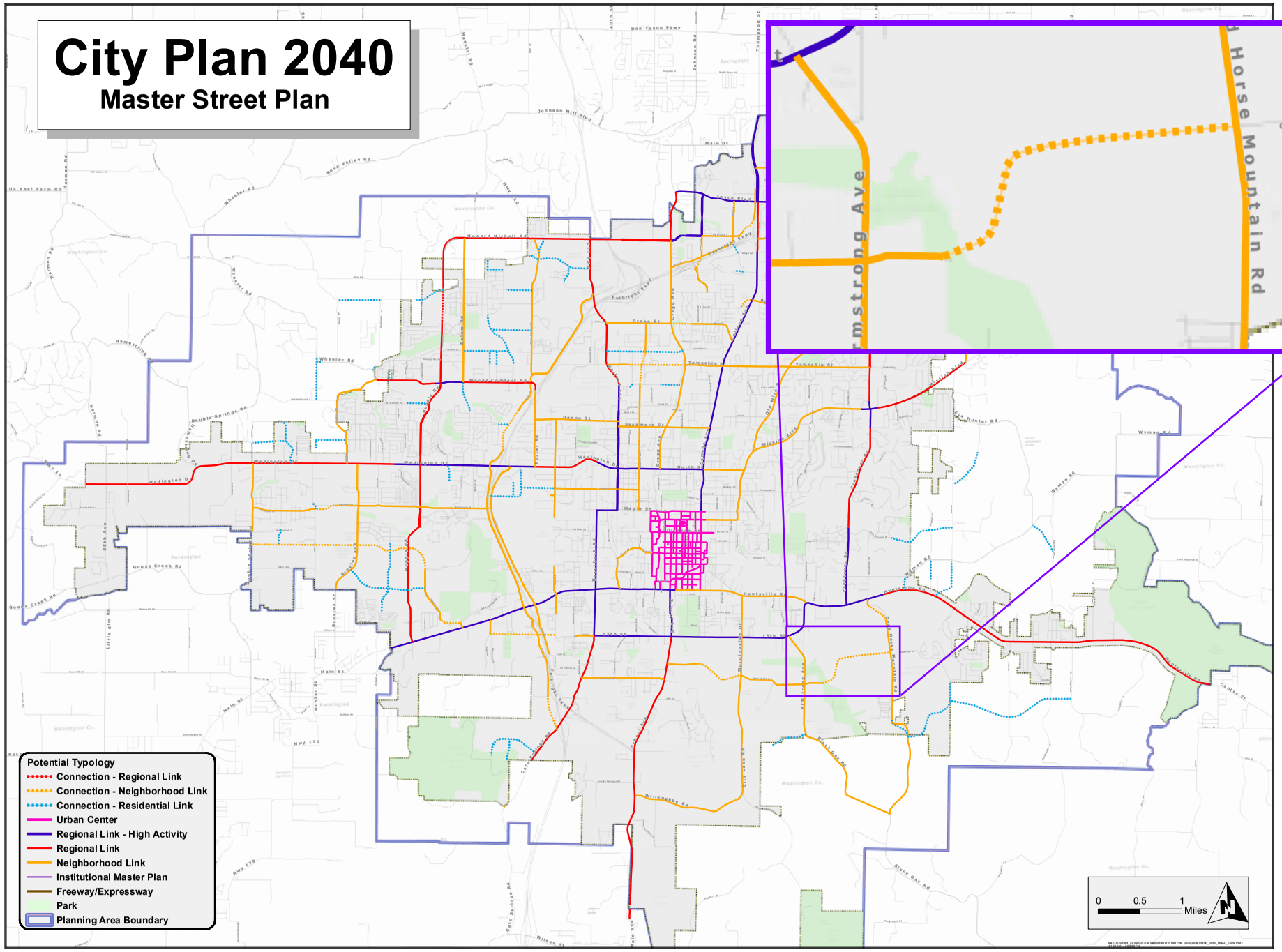
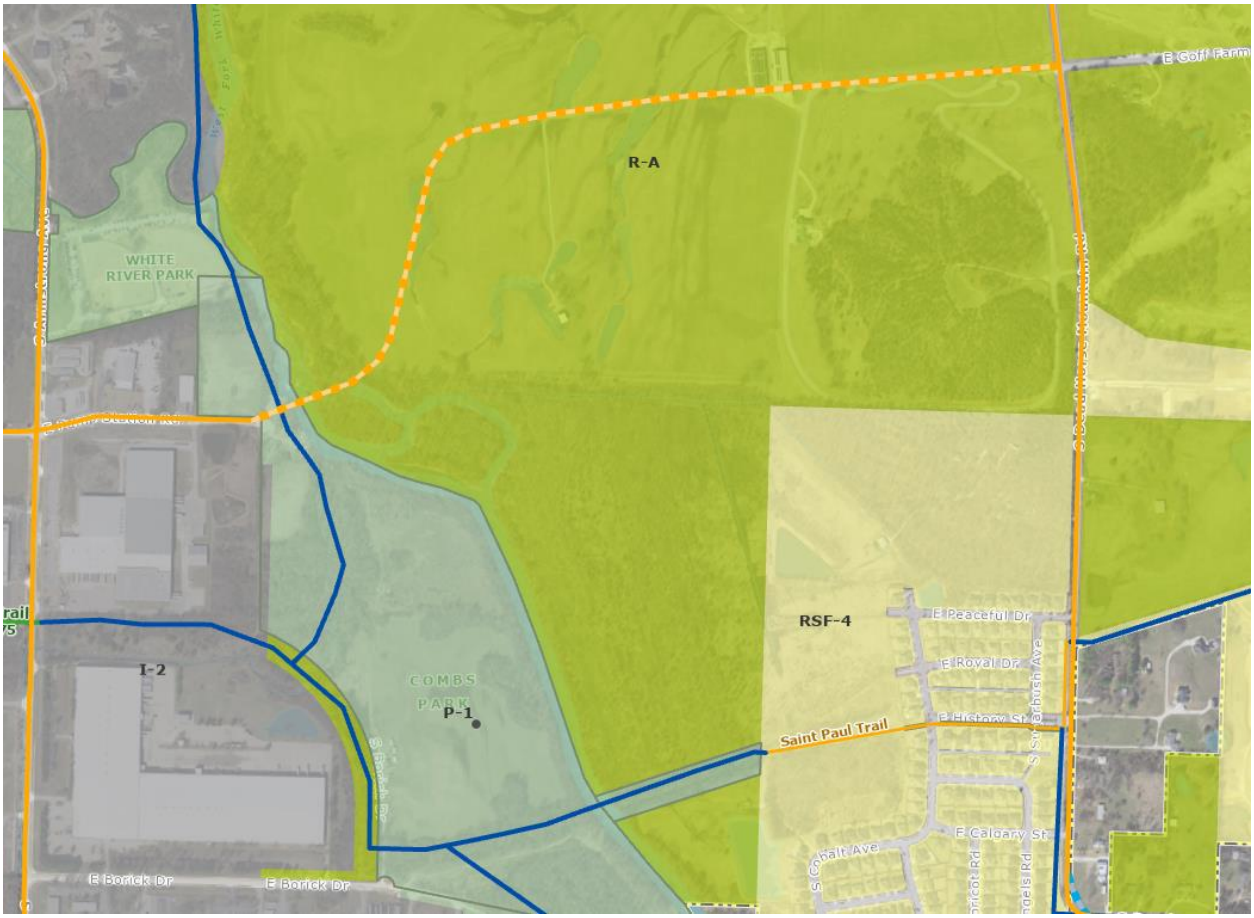


Figure 12.7 - Master Street Plan Map

SAINT PAUL TRAIL TO THE SOUTH



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2150

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **ADM-2025-0039: Administrative Item (E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE/CINQUEFOIL LLC, 523): Submitted by 3V DEVELOPMENT for property located on E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.60 acres. The request is for a lesser dedication of right-of-way.**

RECOMMENDATION:
City staff recommend denial and Planning Commission recommend approval of a request to dedicate less right-of-way than is required by the Master Street Plan.

BACKGROUND:
The subject property is at the northwest corner of E. Martin Luther King Jr. Blvd. and S. College Avenue. Zoned DG, Downtown General, the property is currently undeveloped, though was previously developed with two small structures. A site improvement plan for the development of a small commercial structure, townhomes, and associated parking was submitted for review by City staff (SIP-2025-0001). Further, a variance for the consideration of a driveway entry onto E. Martin Luther King Jr. Blvd. has also been submitted, and was approved at the October 13, 2025 Planning Commission meeting.

Request: The request is for a lesser dedication of right-of-way than is typically required by the master street plan for a neighborhood link street. Where 67 feet of right-of-way would typically be required (or 33.5 feet from street centerline), the applicant is requesting to dedicate 55 feet, or 27.5 feet from street centerline.

Public Comment: Staff did not receive any public comment on this item ahead of the Planning Commission meeting. Two members of the public spoke in support of the request at the hearing.

DISCUSSION:
Staff recommends denial of the applicant's request to dedicate less right-of-way than is typically required by the Master Street Plan. The typical master street plan requirements for a Neighborhood Link Street call for two lanes of traffic, and a third lane for on-street parking. That said, there are certain considerations that are called out in the master street plan requirements to allow for flexibility in the design where warranted. This includes flexibility for the allowance of a dedicated turn-lane. City Engineering staff have identified that left turn lane improvements will be needed at this location in the future to maintain safety and capacity at this location. High traffic counts and over 20 crashes within a 5-year time-frame from 2017-2021 at this location have indicated to Public Works that intersection improvements are needed, especially as development continues to occur in the area. It is standard under the requirements in §166.04 that an applicant dedicate right-of-way in alignment with

the master street plan requirements with an associated development. While staff can make necessary administrative reductions, staff finds that it is not warranted in this instance to reduce the master street plan requirement beyond the typical requirement for 33.5 feet.

At the October 13, 2025 Planning Commission meeting, a motion to forward the item with a recommendation of approval was approved with a vote of 8-1-0 (Commissioner Cabe opposed). Commissioners generally expressed support for the applicant's request. They had concerns about the existing off-set intersection, and felt that dedicating less right-of-way at this location could support a better outcome for intersection improvements. Further, Commissioners were in support of a narrower street section here, finding that moving all street users through an intersection should take priority in urban locations over moving cars more quickly. Commissioner Cabe, who was opposed, had concerns about the existing traffic, and felt that a left turn lane was warranted, especially given the consideration for an existing hill as the street moves to the east, which limits visibility. Two members of the public spoke in favor of the applicant's request.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Planning Commission Staff Report

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

File #: 2025-2150

A RESOLUTION TO APPROVE THE DEDICATION OF A REDUCED AMOUNT OF RIGHT OF WAY FOR A SMALL SITE IMPROVEMENT PLAN OF ABOUT 0.6 ACRES NORTHWEST OF THE INTERSECTION OF SOUTH COLLEGE AVENUE AND EAST MARTIN LUTHER KING, JR. BOULEVARD PURSUANT TO § 166.04(B)(2) OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, the Planning Commission recommends that a lesser dedication of right-of-way be allowed to 3V Development which has a small site improvement plan under review for property at the northwest corner of the intersection of South College Avenue and East Martin Luther King, Jr. Boulevard; and

WHEREAS, the City Council has determined to accept the dedication of 27.5 feet from the centerline of East Martin Luther King, Jr. Boulevard and to reduce the Master Street Plan right of way dedication requirements for this portion of the street to 27.5 feet from the centerline.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby accepts the offered dedication of right of way along East Martin Luther King, Jr. Boulevard, which has been reduced to 27.5 feet from the centerline, as shown in Exhibit A to this Resolution, and reduces the Master Street Plan dedication to 27.5 feet from the centerline of this portion of Martin Luther King, Jr. Boulevard.

City of Fayetteville Staff Review Form

2025-2150

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2025-0039: Administrative Item (E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE/CINQUEFOIL LLC, 523): Submitted by 3V DEVELOPMENT for property located on E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.60 acres. The request is for a lesser dedication of right-of-way.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

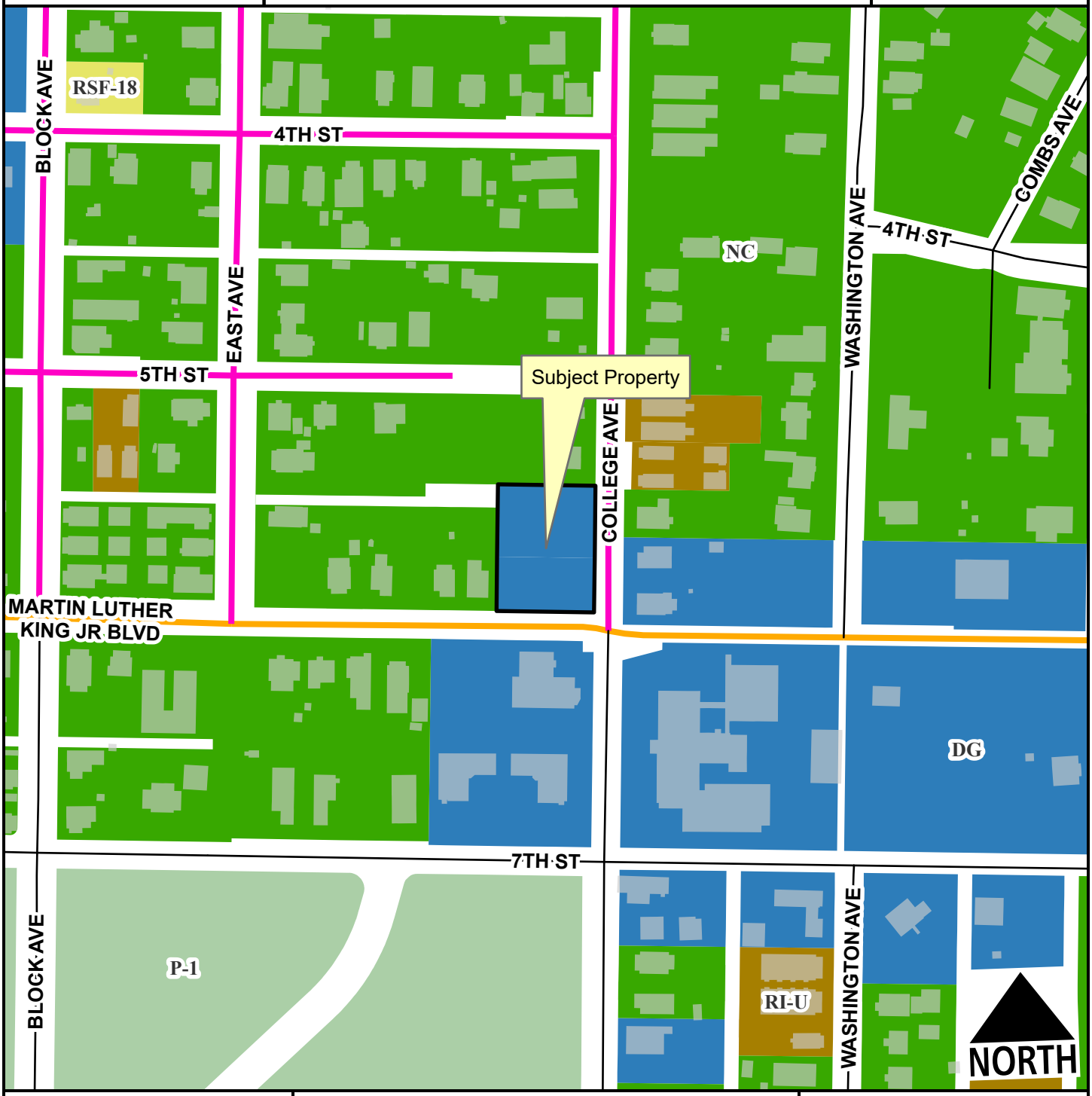
Comments:

ADM-2025-0039

Close Up View

E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE

EXHIBIT A



- Neighborhood Link
- Urban Center
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 75 150 300 450 600

1:2,400

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director
Justin Bland, Engineering Development Review Manager

MEETING DATE: October 13, 2025

SUBJECT: **ADM-2025-0039: Administrative Item (E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE/CINQUEFOIL LLC, 523):** Submitted by 3V DEVELOPMENT for property located on E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.60 acres. The request is for a lesser dedication of right-of-way.

RECOMMENDATION:
Staff recommends denial of **ADM-2025-0039**.

RECOMMENDED MOTION:
"I move to forward **ADM-2025-0039** *to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is at the northwest corner of E. Martin Luther King Jr. Blvd. and S. College Avenue. Zoned DG, Downtown General, the property is currently undeveloped, though was previously developed with two small structures. A site improvement plan for the development of a small commercial structure, townhomes, and associated parking was submitted for review by City staff (SIP-2025-0001). Further, a variance for the consideration of a driveway entry onto E. Martin Luther King Jr. Blvd. has also been submitted, and will also be heard at the October 13, 2025 Planning Commission meeting. The item was scheduled for September 22, 2025, but the Planning Commission failed to make quorum. 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	NC, Neighborhood Conservation
South	Church	DG, Downtown General
West	Single-family Residential	NC, Neighborhood Conservation
East	Single-family Residential	DG, Downtown General

Request: The request is for a lesser dedication of right-of-way than is typically required by the master street plan for a neighborhood link street. Where 67 feet of right-of-way would typically be required (or 33.5 feet from street centerline), the applicant is requesting to dedicate only 55 feet, or 27.5 feet from street centerline.

Public Comment: To date, staff has received no public comment regarding this request.

DISCUSSION:
Staff recommends denial of the applicant's request to dedicate less right-of-way than is typically required by the Master Street Plan. The typical master street plan requirements for a Neighborhood Link Street call for two lanes of traffic, and a third lane for on-street parking. That said, there are certain considerations that are called out in the master street plan requirements to allow for flexibility in the design where warranted. This includes flexibility for the allowance of a dedicated turn-lane. City Engineering staff have identified that left turn lane improvements will be needed at this location in the future to maintain safety and capacity at this location. High traffic counts and over 20 crashes within a 5-year time-frame from 2017-2021 at this location have indicated to Public Works that intersection improvements are needed, especially as development continues to occur in the area. It is standard under the requirements in §166.04 that an applicant dedicate right-of-way in alignment with the master street plan requirements with an associated development. While staff can make necessary administrative reductions, staff finds that it is not warranted in this instance to reduce the master street plan requirement beyond the typical requirement for 33.5 feet.

RECOMMENDATION: Staff recommends denial of **ADM-2025-0039.**

PLANNING COMMISSION ACTION: **Required** **YES**

Date: October 13, 2025 ❒ **Tabled** X Forwarded with a recommendation of approval. ❒ **Denied**

Motion: Cabe

Second: Gulley

Vote: 8-1-0 (Cabe opposed)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

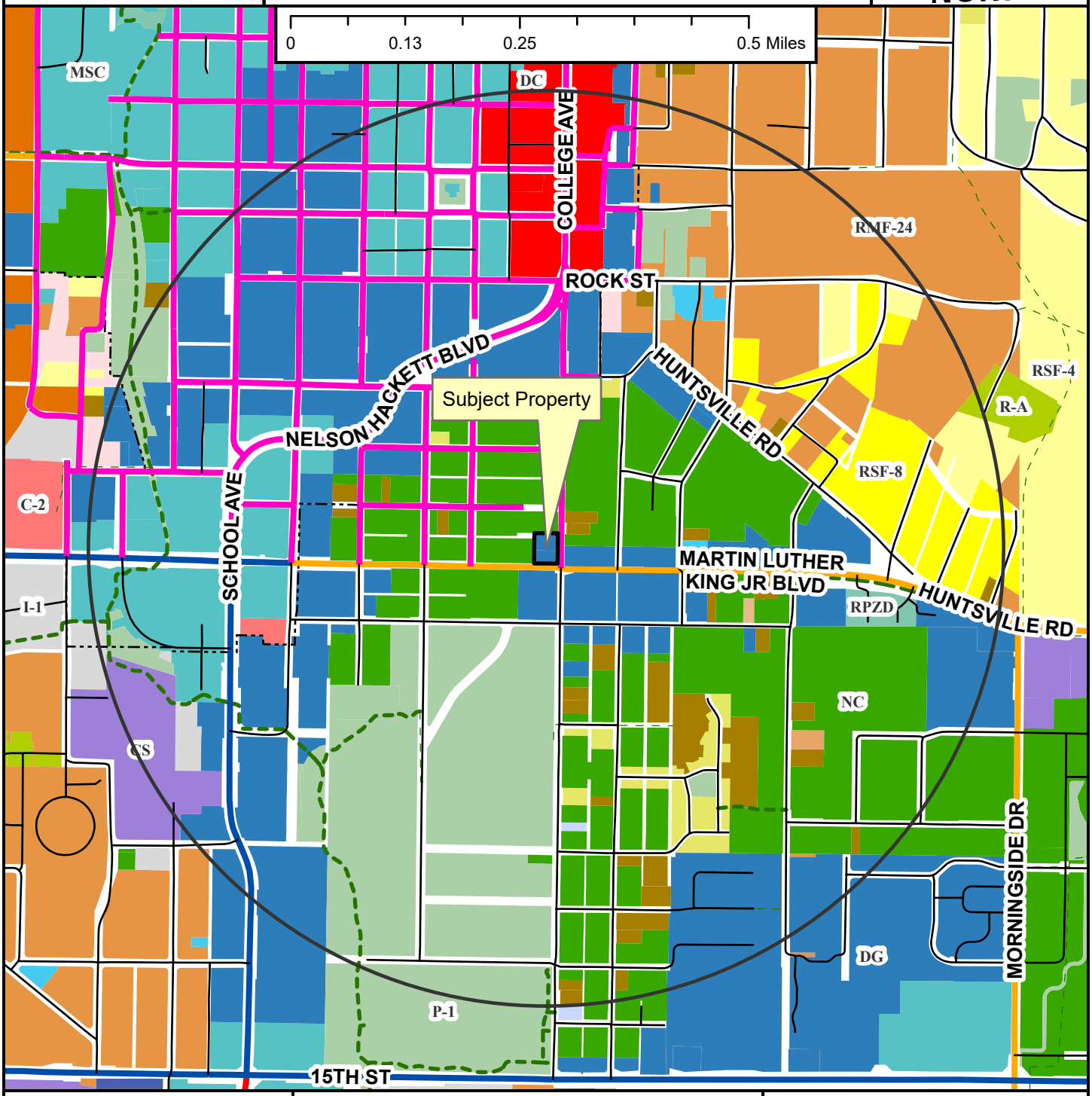
- One Mile Map
- Close-up Map
- Current Land Use Map
- City Engineering Memo
- Applicant Request Letter and Exhibits

ADM-2025-0039

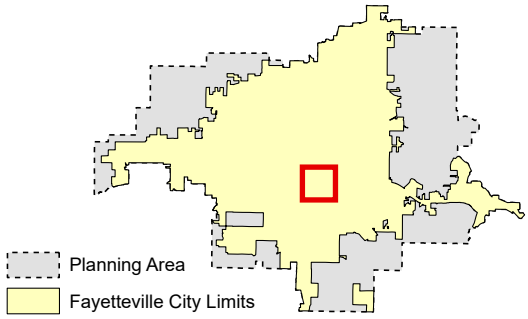
One Mile View

E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE

NORTH



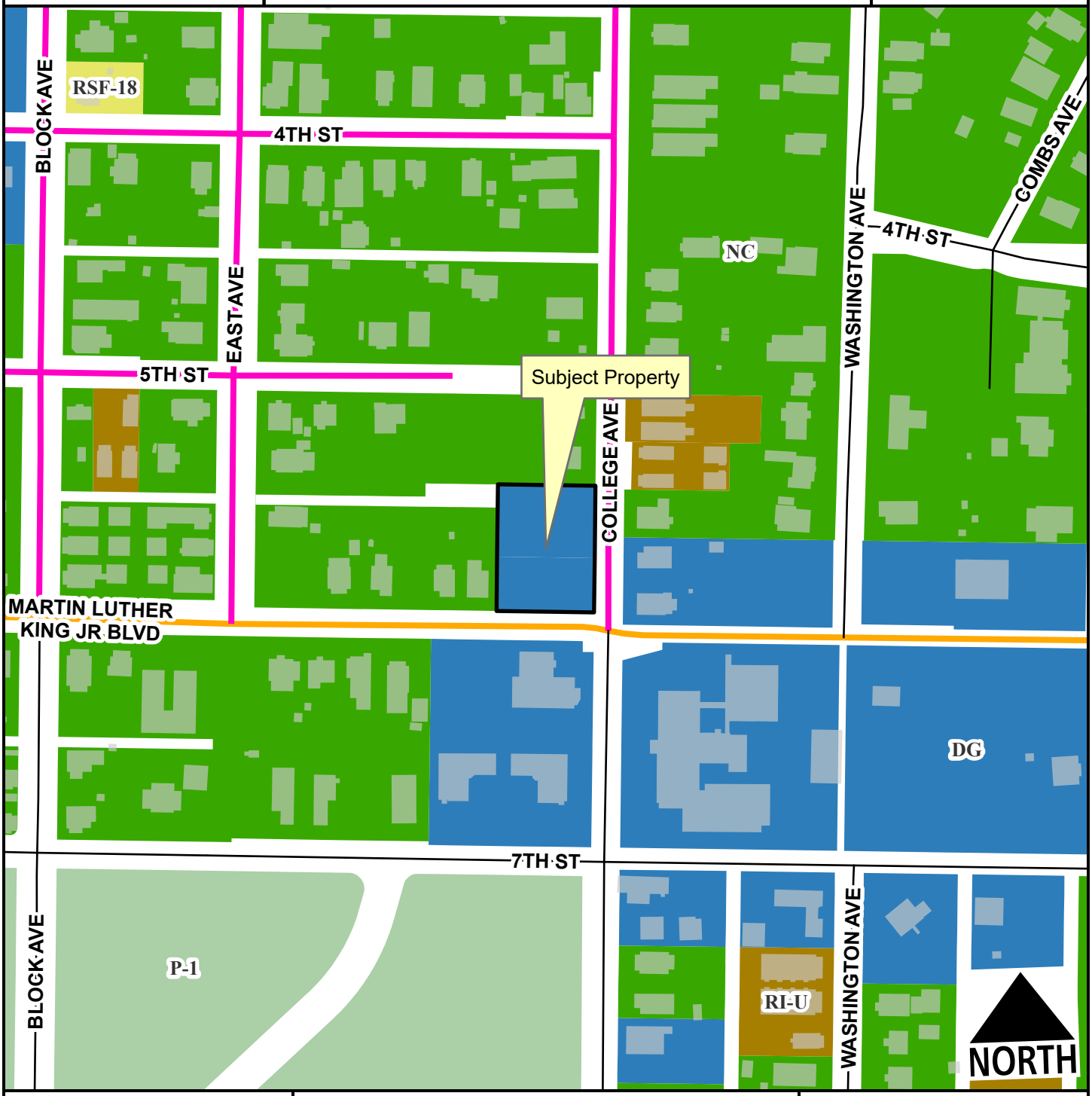
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



ADM-2025-0039

Close Up View

E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE



Neighborhood Link
Urban Center
Unclassified
Residential Link
Planning Area
Fayetteville City Limits
Design Overlay District

Feet

0 75 150 300 450 600

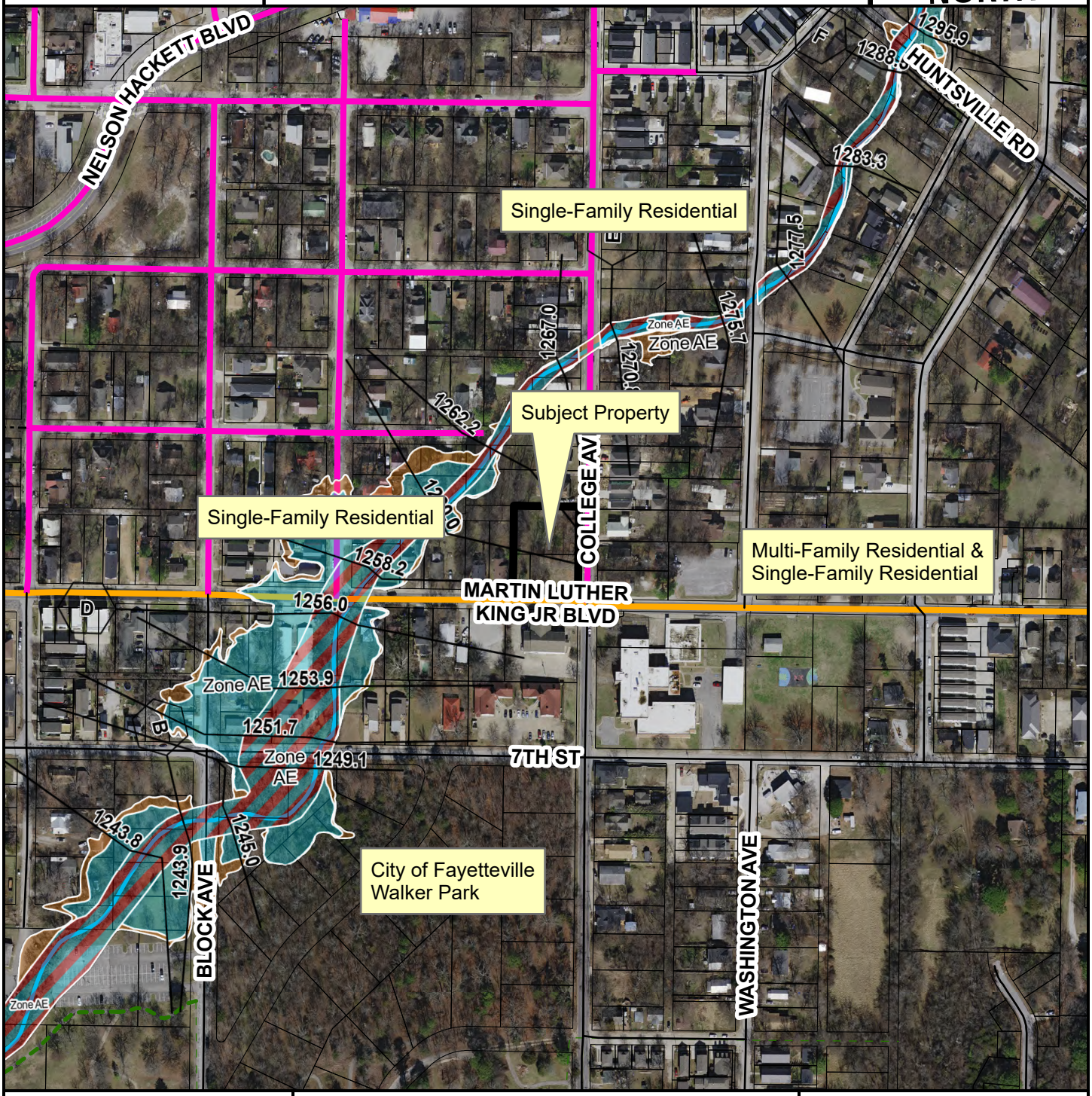
1:2,400

ADM-2025-0039

Current Land Use

E. MARTIN LUTHER KING JR BLVD & S. COLLEGE AVE

NORTH



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Jessie Masters, Planning Director

FROM: Justin Bland, Engineering Development Review Manager

DATE: September 16, 2025

SUBJECT: Planning Commission Engineering Comments for ADM-2025-0039

Engineering Staff does not support the variance request to reduce the required right-of-way dedication along MLK Blvd. from 67' to 55'. This dedication is essential for plans to add a left-turn lane at the intersection of MLK Blvd. and S. College Ave.

The intersection of MLK Blvd. and S. College Ave. is a relatively high-volume intersection (13,000 and 4,200 vehicles per day, respectively) where traffic volumes are expected to increase with future development in the area. A left-turn lane will eventually be warranted to improve both safety and capacity.

- Safety: A 2002 Federal Highway Administration study on urban arterials found that adding left-turn lanes to signalized intersections can reduce crashes by 10-20%. City GIS data shows approximately 20 crashes at this location from 2017-2021. As traffic volumes rise, the number of accidents is also expected to increase. Having the right-of-way is key for having the ability to make safety improvements when needed.
- Capacity: Left-turn lanes prevent a single turning vehicle from blocking through-traffic, which can quickly lead to intersection backup and reduced service levels. While some traffic signal configurations can help (i.e. split phasing, etc.), they typically result in a reduction of efficiency. Typically, the most efficient traffic signal configuration has protected left turn lanes and free-flowing through-traffic.

Staff recognizes the challenges of adding turn lanes due to the offset intersection and nearby structures. However, acquiring the right-of-way now, before the land is developed, is critical. This is considered a best practice for transportation planning. If this dedication is not provided at this time, the northwest corner of the intersection will be built out, creating significant obstacles to the future construction of the turn lanes. Unfortunately, the other corners of the intersection are already built out to some degree and will require future right-of-way dedication as part of a future redevelopment project, or an acquisition of the property by the city.

Based on these factors, Engineering Staff recommends denying the variance request to give the city the most options for future safety and capacity improvements at this intersection.

8/12/25

Zara Niederman
3V Development LLC
620 Bella Vista Rd
Bentonville, AR 72712

Fayetteville Planning Commission
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Variance Request – Lesser Dedication of Master Street Plan ROW
Property: 519 S College Avenue / MLK Boulevard

Dear Chair and Commissioners,

I am requesting a variance from the Master Street Plan ROW dedication requirement for MLK Blvd. The Master Street Plan seeks to widen the street and install a turning lane at this corner. We believe this is inadvisable for two reasons.

First, we believe that the City should focus on increasing the connectivity of the street grid in this neighborhood, rather than widening individual streets. This includes extending 5th Street to connect from East to S College, which is just one block to the north. Years ago, the City re-routed traffic coming west on Highway 16 to re-route from Huntsville Road (which turns into MLK) to S Happy Hollow Rd. In addition, Archibald Yell (Now Nelson Hackett Blvd) was built to allow traffic coming east on MLK to go North onto College Ave. Widening the road here to add room for more ease of flow for cars would be a detriment to the neighborhood.

Secondly, functionally it does not make sense to widen the MLK Blvd, adding a turning lane on the north side of the street. The street is already misaligned, such that the eastbound lane on the west side of S College is in direct alignment with the westbound lane on the east side of S College. Adding an additional lane to the north of the existing eastbound lane on the west side would only exacerbate this alignment, and cause more traffic problems.

Attached are pictures of this existing alignment issue.

Therefore we request that the ROW remain at the minimum of 55’ for a Neighborhood Link per the Master Street Plan adopted as part of City Plan 2040.

Regards

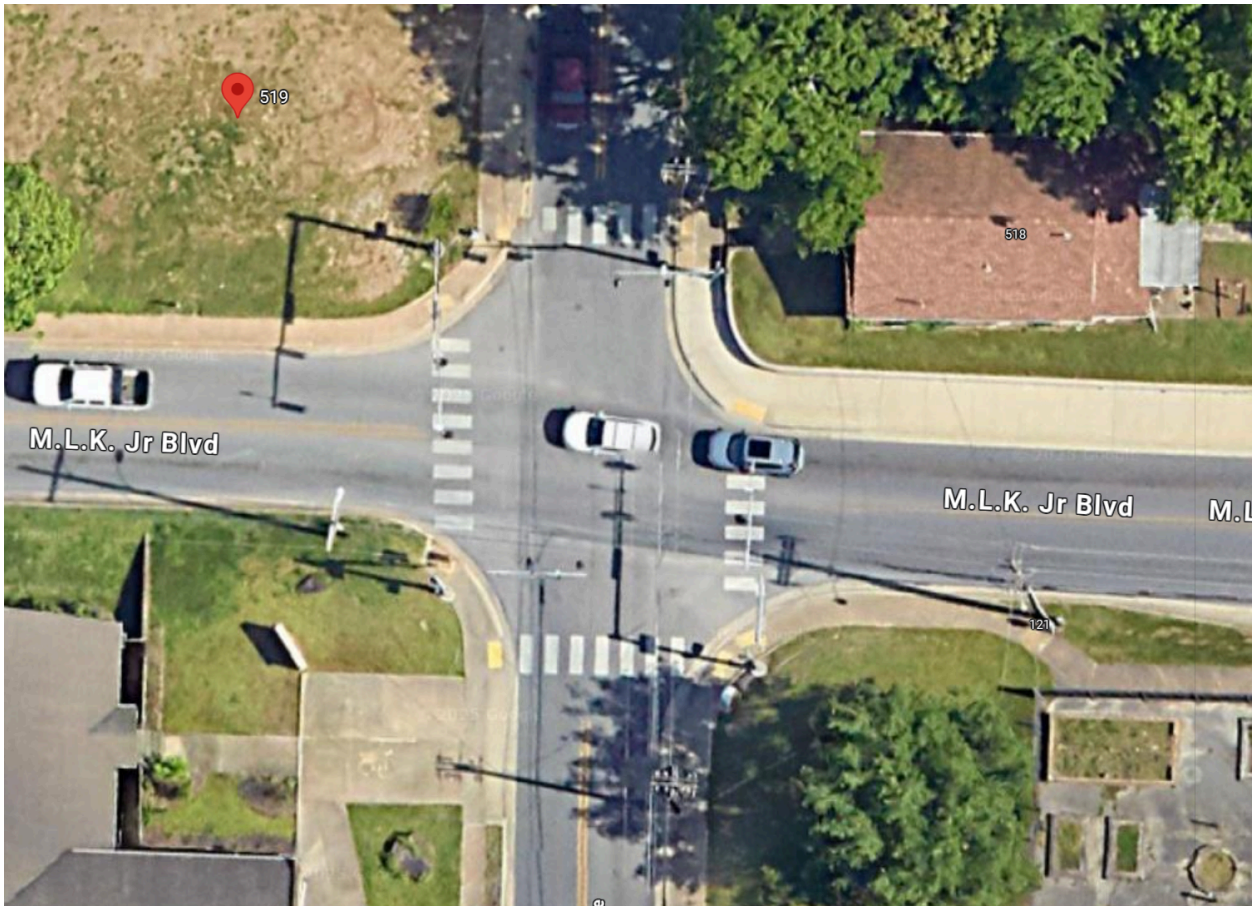
Zara Niederman

Zara Niederman


Share
College
M.L.K. Jr Blvd
Google


512
516
518
E Martin Luther King Jr Blvd
S College Ave
121
613
Rooted
Church
600


City of Fayettevil


519
518
M.L.K. Jr Blvd
M.L.K. Jr Blvd
121

<u>Neighborhood Link Street</u> (Collector)
Design Service Volume: <6,000 vpd - Desired Operating Speed: 25-30 mph

Neighborhood link streets are intended to bridge between local, low-volume streets and larger regional arterial streets. Larger greenspaces are provided for pedestrian comfort and cyclists are intended to be outside the roadway in a separated facility due to vehicular speeds and volumes. Special design consideration for cyclists at intersections is necessary to ensure intuitive safety for both drivers and riders of all skill levels. These streets may have on-street parking, center turn lanes, or wider lanes accommodating truck or transit vehicles where appropriate. Low-Impact Development (LID) features in green spaces are recommended best practices to incorporate alternative stormwater treatment techniques.

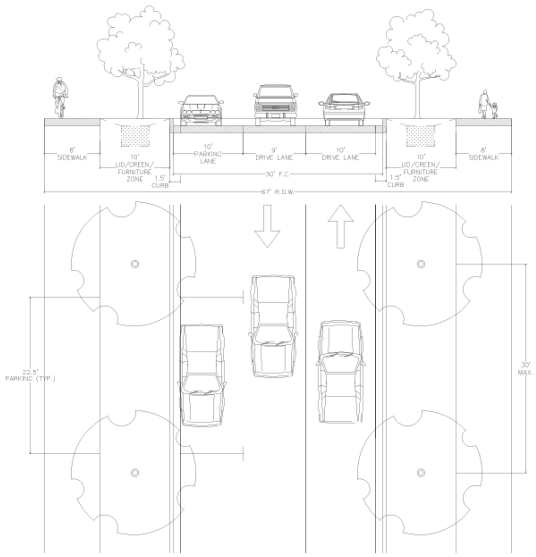


Figure 12.11 - Neighborhood Link Street

As determined by city staff, additional roadway elements may be required and include:

- An additional 2-ft frontage zone where buildings abut right-of-way. This may be accomplished with setbacks or additional right-of-way.
- Streets planned with on street bike facilities as shown on the Active Transportation Plan, shall accommodate one 10-ft sidewalk, as determined by the Zoning and Development Administrator, by reducing greenspaces.
- Where a dedicated turn-lane is warranted, 3-ft additional pavement may be necessary based on intersection design.

Alternative design elements may be approved administratively and include:

- Removal of the 10-ft parking lane will be considered when adequate parking is provided elsewhere.
- Sidewalk widths may be reduced to a minimum of 6-ft.
- Greenspace or parking may be modified intermittently to provide parking/delivery/loading lane or to provide an aerial fire apparatus access area.

Minimum Right-of-Way: 55-feet
Maximum Right-of-Way: 67-feet

Hopkins, Mirinda

From: Z Niederman <zniederman@gmail.com>
Sent: Friday, September 26, 2025 2:54 PM
To: Hopkins, Mirinda
Subject: ADM 2025-0039

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.

Hi Mirinda
Could you please add this to the packet for comments for ADM 2025-0039 (MSP ROW at 519 S College)
If you look at this heat map, there is a much higher rate of accidents at the corner of MLK and S School Ave, than MLK and S College.
Obviously the traffic count is much higher, and so that is not unexpected. However, there are turning lanes here with dedicated turning signals.
If the turning signals are so much safer, why are we still seeing so many accidents here.
What the Engineering study of accidents does not provide is how or whether this will impact pedestrian and bike safety. The main goal here it seems is efficiency of traffic flow.
This is the center of the neighborhood, the center of the Walker Park Neighborhood Master Plan. We should not be looking for traffic efficiency here.
The Highway 12 bypass at Huntsville and 15th was created so that this would not be a thoroughfare. Nelson Hackett exists so that people coming east on MLK can go North there, and don't need to turn at College.
The only people who might need to turn left here would be those people living on MLK, between Locust and S College. That section is already close to built out with townhouses and multifamily apartments.
If Engineering Department wants to make this intersection safer, I think a better option would be to remove the ability to make a left turn going North onto College going from West to East.
This is a neighborhood center, not a high traffic interchange. We should prioritize the safety of people walking and biking over shaving seconds off vehicle delay
Thank you.


LOWER
RAMBLE
S Nelson Hackett Blvd
W South St
W 4th St
E 4th St
W 5th St
E 5th St
Sport Spring Branch
Combs Street Church of Christ
Martin Luther King Jr Blvd
JEFFERSON PARK
W 7th St
E 7th St
Disc Golf
E 9th St
S Church Ave
S Locust Ave
S Willow Ave

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2149

MEETING OF OCTOBER 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **VAC-2025-0022: Vacation (W. ELM ST & N. LEVERETT AVE/RAZORBACK HOUSING LLC, 366): Submitted by CRAFTON TULL for property located at W. ELM ST & N. LEVERETT AVE. in WARD 2. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 14.40 acres. The request is to vacate 0.15 acres of right-of-way.**

RECOMMENDATION:
Staff and Planning Commission recommend approval of VAC-2025-0022 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

2. Right-of-way vacation is conditioned upon the approval of an associated large-scale development for a multi-family development that occupies parcel 765-05140-000;

3. Right-of-way in the required width for a residential link street as shown in the applicant's attached exhibits shall be dedicated in association with that large-scale development, prior to the obtaining of any building permits. This right-of-way dedication shall enable the completion of a connection of W. Elm Street from N. Garland Avenue to N. Leverett Avenue;

4. All SWEPCO, AT&T, Black Hills Energy, and water and sewer facilities located within said right-of-way must be relocated as required by those entities, and easements dedicated as necessary.

BACKGROUND:
The subject property is in north Fayetteville, immediately south of the University of Arkansas Agricultural Research and Extension Center. The property is largely undeveloped, though previously had a single-family home and agricultural outbuildings which have since been demolished. In total, the property contains about 14.40 acres and is currently zoned RMF-24, Residential Multi-Family, 24 Units per Acre. In July 2025, a conditional use permit for a student housing development was approved by the Fayetteville Planning Commission (CUP-2025-0032). A simultaneous submission was made to remove a portion of the master street plan in the northwest corner of this property, a request that will need final approval by the City Council (ADM-2025-0040). No overlay districts currently encumber the site.

Request: The applicant proposes to vacate a portion of undeveloped street right-of-way totaling 0.15 acres.

DISCUSSION:
Staff is supportive of the applicant's request to vacate the subject right-of-way. In exchange for the right-of-way vacation, the applicant is proposing to rededicate right-of-way for a residential link street to make the connection of N. Elm Street from N. Garland Avenue to N. Leverett Avenue. Staff finds this request to be in alignment with the City Plan 2040 goal of making compact, complete, and connected development the standard. At the October 13, 2025 meeting, Planning Commission forwarded the request with a recommendation of approval with a vote of 7-0-2 (Commissioner Cabe recused, and Commissioner Gulley was absent at the time of the vote). The Commissioners found that the applicant's request still met the goals and intent of the City, and agreed with the conditions as recommended by City staff. No public comment was made.

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 #: 2025-2149

AN ORDINANCE TO APPROVE VAC-25-22 FOR PROPERTY LOCATED AT WEST ELM STREET AND NORTH LEVERETT AVENUE IN WARD 2 TO VACATE 0.15 ACRES OF RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of right-of-way easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense.
2. Right-of-way vacation is conditioned upon the approval of an associated large-scale development for a multi-family development that occupies parcel 765-05140-000.
3. Right-of-way in the required width for a residential link street as shown in the applicant's attached exhibits shall be dedicated in association with that large-scale development, prior to the obtaining of any building permits. This right-of-way dedication shall enable the completion of a connection of W. Elm Street from N. Garland Avenue to N. Leverett Avenue.
4. All SWEPCO, AT&T, Black Hills Energy, and water and sewer facilities located within said right-of-way must be relocated at the owner/developer's expense as required by those entities, and easements shall be dedicated as necessary.

City of Fayetteville Staff Review Form

2025-2149

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0022: Vacation (W. ELM ST & N. LEVERETT AVE/RAZORBACK HOUSING LLC, 366): Submitted by CRAFTON TULL for property located at W. ELM ST & N. LEVERETT AVE. in WARD 2. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 14.40 acres. The request is to vacate 0.15 acres of right-of-way.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

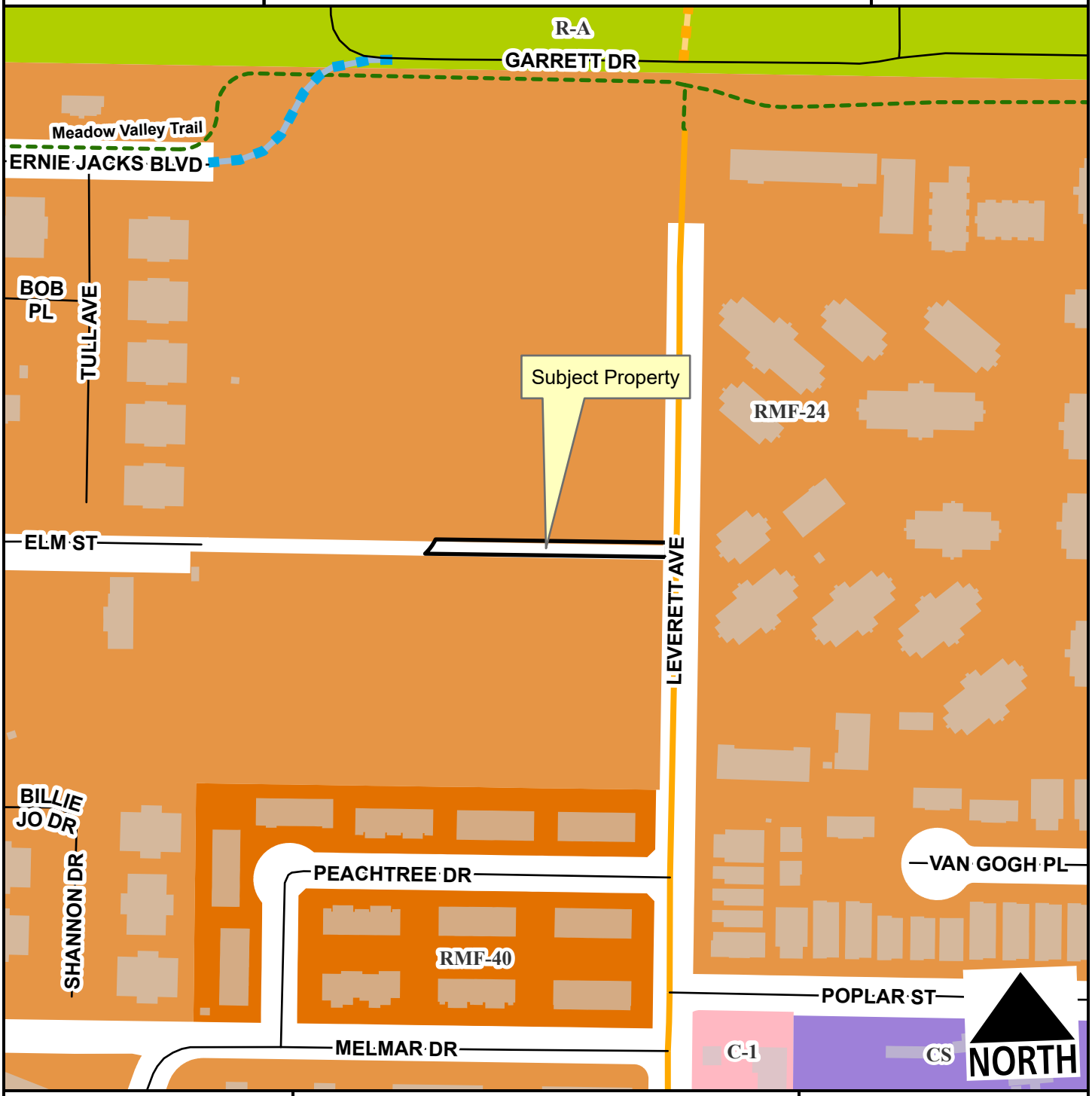
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

VAC-2025-0022 *Close Up View*	**W. ELM ST & N. LEVERETT AVE**	**EXHIBIT A**



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail

Feet

0 75 150 300 450 600

1:2,400

EXHIBIT B

PARCEL 765-05140-000 RAZORBACK HOUSING LLC

PART OF A 20’ RIGHT-OF-WAY VACATION

A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 04, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4 SW/4; THENCE ALONG THE NORTH LINE OF SAID NW/4 SW/4, NORTH 87°08'38" WEST A DISTANCE OF 20.00 FEET TO THE WEST RIGHT-OF-WAY OF LEVERETT DRIVE AS DESCRIBED IN A PLAT FILED FOR RECORD IN THE WASHINGTON COUNTY CIRCUIT CLERK’S OFFICE AT PLAT BOOK 5 PAGE 80; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 02°25’35” WEST A DISTANCE OF 649.53 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°12’48” WEST A DISTANCE OF 319.96 FEET; THENCE 24.69 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 67.00 FEET AND A LONG CHORD BEARING OF SOUTH 38°14’10” WEST 24.55 FEET; THENCE SOUTH 87°12’48” EAST A DISTANCE OF 334.33 FEET TO SAID WEST RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY NORTH 02°25’35” EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,524 SQUARE FEET OR 0.15 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: October 13, 2025 Updated with results

SUBJECT: **VAC-2025-0022: Vacation (W. ELM ST & N. LEVERETT AVE/RAZORBACK HOUSING LLC, 366):** Submitted by CRAFTON TULL for property located at W. ELM ST & N. LEVERETT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 14.40 acres. The request is to vacate 0.15 acres of right-of-way.

RECOMMENDATION:
Staff recommends approval of **VAC-2025-0022**, with conditions.

RECOMMENDED MOTION:
*"I move to forward **VAC-2025-0022** to City Council with a recommendation of approval, with all conditions as recommended by staff."*

BACKGROUND:
The subject property is in north Fayetteville, immediately south of the University of Arkansas Agri Farm. The property is largely undeveloped, though previously had a single-family home and agricultural outbuildings which have since been demolished. In total, the property contains about 14.40 acres and is currently RMF-24, Residential Multi-Family, 24 Units per Acre. In July 2025, a conditional use permit for a student housing development was approved by the Fayetteville Planning Commission (CUP-2025-0032). A simultaneous submission was made to remove a portion of the master street plan in the northwest corner of this property, a request that will need final approval by the City Council (ADM-2025-0040). No overlay districts currently encumber the site. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Agricultural	R-A, Residential Agricultural
South	Multifamily Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Multifamily Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Multifamily Residential	RMF-24, Residential Multi-Family, 24 Units per Acre

Proposal: The applicant proposes to vacate a portion of undeveloped street right-of-way totaling 0.15 acres.

DISCUSSION:
Staff is supportive of the applicant's request to vacate the subject right-of-way. In exchange for the right-of-way vacation, the applicant is proposing to rededicate right-of-way in the full width of a residential link street to make a full connection of N. Elm Street from N. Garland Avenue to N. Leverett Avenue. This request is in direct alignment with the City Plan 2040 goal of making compact, complete, and connected development the standard.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses. The applicant also submitted the required adjacent property approval form with no objections.

Utility	Response
Cox Communications	No objections, provided that any damage or relocation of any Cox facilities will be at the applicant's request.
AEP/SWEPCO	No objections, provided an easement is dedicated along the right-of-way for existing overhead line, or the owner will have to pay SWEPCO for relocation.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided that the developers agree to relocate at their expense the existing AT&T cable out of the existing right-of-way into a new easement or right-of-way path.
Ozarks Electric	No objections and no comments.
City of Fayetteville	Response
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: To date, staff has not received any public comment on this item.

RECOMMENDATION: Staff recommends approval of **VAC-2025-0022**. Should the Planning Commission choose to forward it to the City Council, staff recommends the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

2. Right-of-way vacation is conditioned upon the approval of an associated large-scale development for a multi-family development that occupies parcel 765-05140-000;

3. Right-of-way in the required width for a residential link street as shown in the applicant's attached exhibits shall be dedicated in association with that large-scale development, prior to the obtaining of any building permits. This right-of-way dedication shall enable the completion of a connection of W. Elm Street from N. Garland Avenue to N. Leverett Avenue;

4. All SWEPCO, AT&T, Black Hills Energy, and water and sewer facilities located within said right-of-way must be relocated as required by those entities, and easements dedicated as necessary.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **October 13, 2025** ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Werner with all conditions as recommended by staff.

Second: Castin

Vote: 7-0-2 (Cabe recused, Gulley absent at time of vote)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

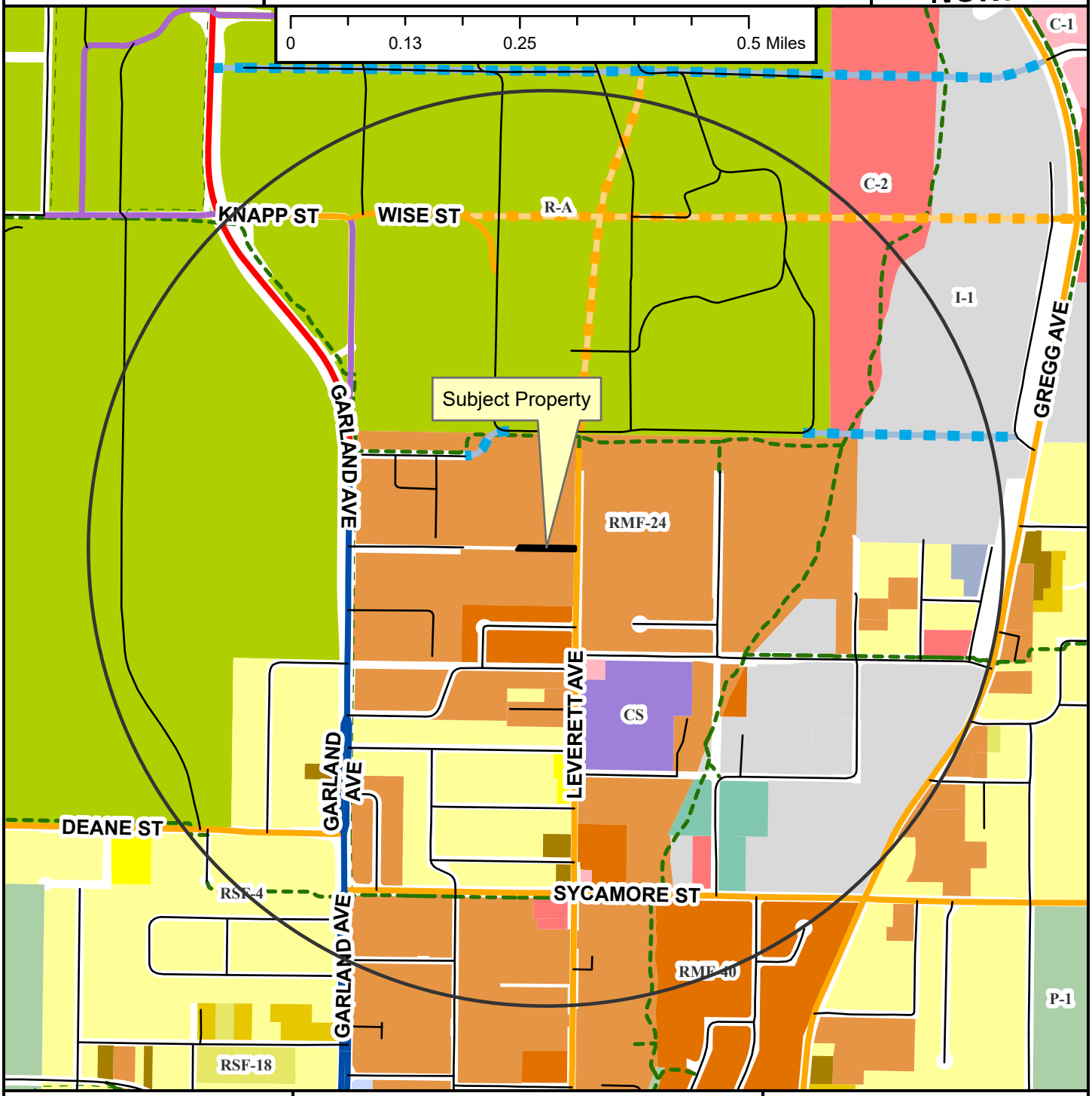
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Applicant Request Letter
- Applicant Petition to Vacate
- Survey – Right-of-way to be Vacated

VAC-2025-0022

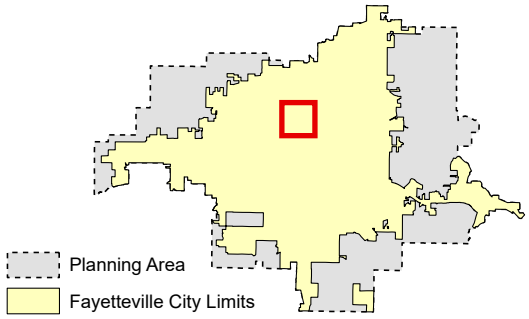
One Mile View

W. ELM ST & N. LEVERETT AVE

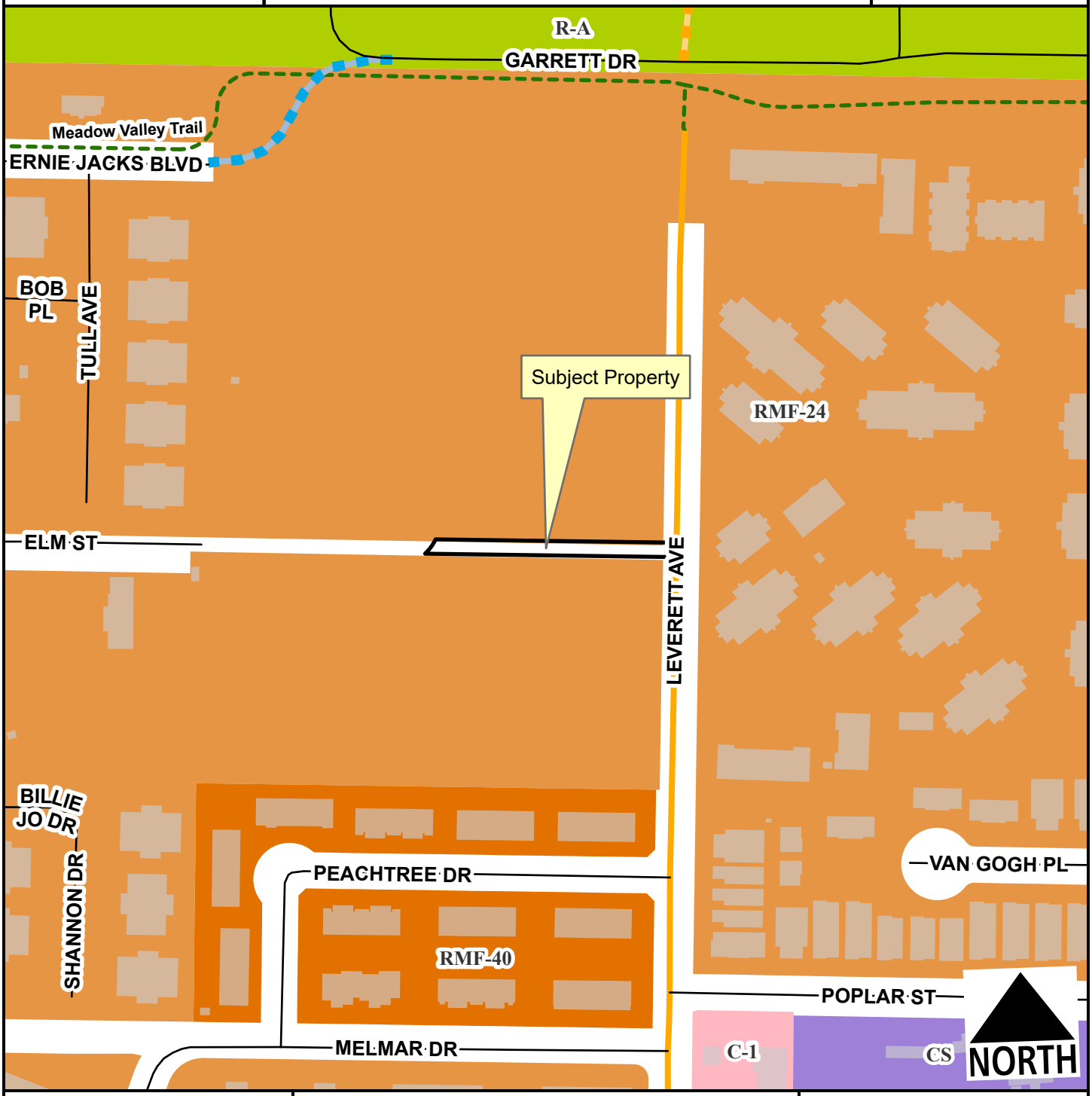
NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



VAC-2025-0022	W. ELM ST & N. LEVERETT AVE	
Close Up View		



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0022

Current Land Use

W. ELM ST & N. LEVERETT AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- 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

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

August 29, 2025
Planning Department
City of Fayetteville
125 W Mountain Street
Fayetteville, AR 72701

RE: Elm Street Apartments- Right of way vacation

The Elm Street Apartment development proposes reconfiguring Elm Street's right of way. In order to do this, we are proposing the eastern portion of the existing right-of-way to be vacated. In exchange, new right-of-way will be dedicated as part of the development to maintain public connectivity between Garland Avenue and Leverett Avenue. This adjustment ensures that the existing street network remains intact while accommodating the new site layout.

Within the package you will find the legal description, parcel map, survey of the site, petition to vacate, and the utility department's sign off forms.

We appreciate your consideration of our request.

Sincerely,

Caroline Gardner

Caroline Gardner, P.E.
Project Manager
Crafton Tull

PETITION TO VACATE A STREET RIGHT-OF-WAY LOCATED WITHIN PARCEL 765-05140-000, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereinafter sought to be abandoned and vacated, lying within parcel 765-05140-000, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

PARCEL 765-05140-000 RAZORBACK HOUSING LLC

PART OF A 20’ RIGHT-OF-WAY VACATION

A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 04, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4 SW/4; THENCE ALONG THE NORTH LINE OF SAID NW/4 SW/4, NORTH 87°08'38" WEST A DISTANCE OF 20.00 FEET TO THE WEST RIGHT-OF-WAY OF LEVERETT DRIVE AS DESCRIBED IN A PLAT FILED FOR RECORD IN THE WASHINGTON COUNTY CIRCUIT CLERK’S OFFICE AT PLAT BOOK 5 PAGE 80; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 02°25’35” WEST A DISTANCE OF 649.53 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°12’48” WEST A DISTANCE OF 319.96 FEET; THENCE 24.69 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 67.00 FEET AND A LONG CHORD BEARING OF SOUTH 38°14’10” WEST 24.55 FEET; THENCE SOUTH 87°12’48” EAST A DISTANCE OF 334.33 FEET TO SAID WEST RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY NORTH 02°25’35” EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,524 SQUARE FEET OR 0.15 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

That the abutting real estate affected by said abandonment of the street right-of-way are parcel 765-05140-000, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described street right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully ask that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the right-of-way of the public for the use of said street right-of-way.

Dated this 26 day of September, 2025.

David Bird

Printed Name



Signature

EXHIBIT B



GRAPHIC SCALE IN FEET

100' 0 100'

N87°08'38"W 20.00'

P.O.C.
NE COR, NW 1/4, SW1/4,
SEC. 4, T-16-N, R-30-W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	24.69'	67.00'	21°06'52"	S38° 14' 10"W	24.55'

S2°25'35"W 649.53'

30' R/W
PLAT RECORD 3-537

OWNER: RAZORBACK HOUSING LLC
PARCEL: 765-05140-000
DEED: 2024-00678

PROPOSED 52'
RIGHT-OF-WAY

P.O.B.
RIGHT-OF-WAY
TO BE VACATED

20' R/W PLAT RECORD 5-80

C1

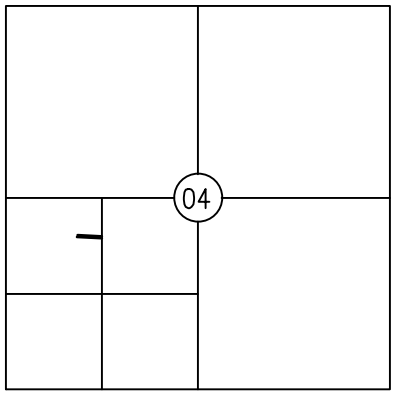
N87°12'48"W 319.96'

S87°12'48"E 334.33'

20.00'

RIGHT-OF-WAY
TO BE VACATED
6,524 SQ. FEET ±
OR 0.15 ACRES ±

20' R/W
PLAT RECORD 5-80



THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT TO WHICH IT IS ATTACHED. THIS DRAWING IS NOT A PLAT OF SURVEY

PROJECT NO.:	
25303200	
DRAWN BY: J. SULLIVAN	DATE: 09/02/2025
SHEET: 1 OF 1	CHECKED: N. CAGLE

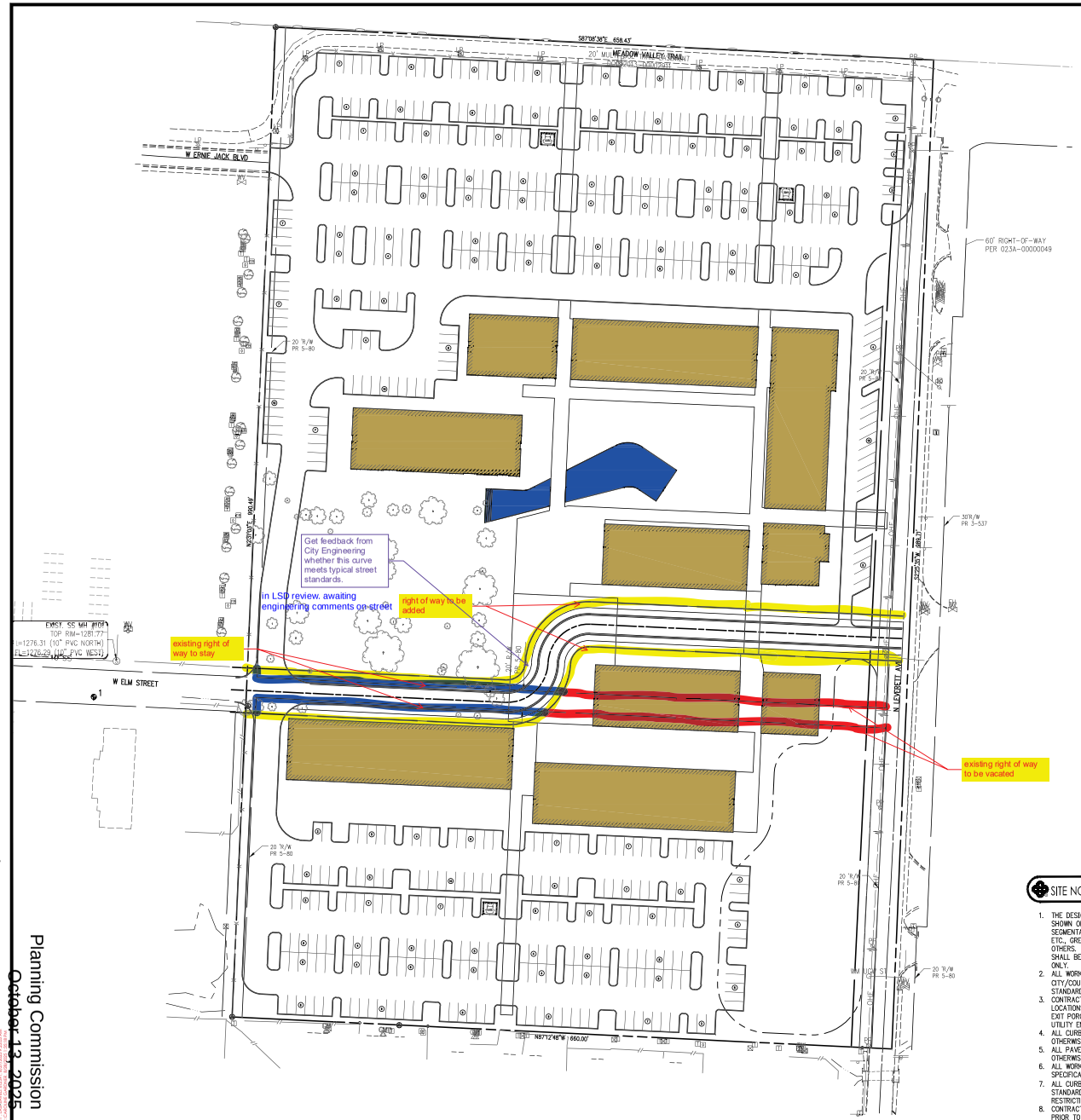
901 N. 47th St, Suite 400
Rogers, Arkansas 72756

Crafton Tull

479.636.4838 t
www.craftontull.com

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DRAWING: G:\25303200_ELMSTAPT\SURVEY\DWG\25303200_RW_EXHIBIT.DWG
LAYOUT: ---- , LAST SAVED: JS5348, 9/3/2025 7:41:44 AM
LAST PLOTTED BY: JADE SULLIVAN, 9/3/2025 7:41:58 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)



LEGEND (EXISTING SYMBOLS)

SYMBOLS	
	BENCHMARK
	FOUND IRON PIPE/REBAR
	PRIMARY CONTROL/SET MONUMENT
	FOUND MONUMENT/ROW
LP	LIGHT POLE

LINEWORK
EASEMENT
CURB
RIGHT OF WAY
ROAD CENTERLINE

LEGEND (CONSTRUCT)

SYMBOLS	
	SET IRON PIN
	LIGHT POLE

LINEWORK
EASEMENT
CURB
BUILDING SET BACK
RIGHT OF WAY
PROPERTY LINE
ROAD CENTERLINE

SITE INFORMATION

ZONING: RMF-24

TOTAL BUILDINGS:
TOTAL BEDROOMS:

FRONT SETBACK:
SIDE SETBACK:
REAR SETBACK:

SITE AREA: SQFT
BUILDING AREA: SQFT
IMPERVIOUS AREA:
DENSITY:

PARKING REQUIREMENTS

REQUIRED PARKING:
X PARKING STALL PER UNIT
X PARKING STALLS REQUIRED
X MOTORCYCLE PER 25 STANDARD STALLS
X MOTORCYCLE STALLS REQUIRED

X BIKE RACK PER 30 DWELLING UNITS
X DWELLING UNITS=1 BIKE RACK
X 5 REQUIRED PARKING STALLS
X ADA STALLS REQUIRED

MAXIMUM PARKING:
X PARKING STALLS PER UNIT
X STALLS ALLOWED

PROVIDED PARKING:
X STANDARD PARKING STALLS PROVIDED (X)
X COMPACT STALLS PROVIDED (X)
X ADA STALLS PROVIDED (X)
X MOTORCYCLE STALLS PROVIDED (X)
TOTAL STALLS: X

SITE NOTES

1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY/STATE/FEDERAL REGULATIONS AND CODES AND OSHA STANDARDS.
3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
4. ALL CURB DIMENSIONS AND RADII ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT MARKINGS DIMENSIONS BACK OF CURB UNLESS OTHERWISE NOTED.
6. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. ALL CURB/SIDEWALK/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR LOCAL RESTRICTIVE CODES, WHICHEVER IS MORE RESTRICTIVE.
8. CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION START.
9. CONTRACTOR SHALL MATCH NEW CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
11. CERTAIN SITE AMENITIES, INCLUDING BUT NOT LIMITED TO DUMPSTER ENCLOSURES, FENCES, GATES, MAIL KIOSKS, PLAYGROUNDS, RECREATIONAL, SOCIAL, AND GATHERING FEATURES, SHALL BE DESIGNED AND SPECIFIED BY OTHERS. DUMPSTER ENCLOSURES DETAILED DESIGN AND SPECIFICATIONS SHALL BE PROVIDED BY THE OWNER/PROJECT ARCHITECT AND SHALL MEET LOCAL JURISDICTION DESIGN STANDARDS AND SPECIFICATIONS, IF APPLICABLE, AND THE REQUIREMENTS OF THE PROJECT'S SERVICE PROVIDER. IF APPLICABLE, THE ARCHITECT SHALL PROVIDE, COORDINATE, AND SUBMIT DETAILS FOR THE DUMPSTER ENCLOSURE FOOTPRINT AND SITE PLACEMENT REQUIREMENTS TO CRAFTON TULL.
12. OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL NECESSARY WARNING AND LIFE SAFETY SIGNS AND DEVICES ASSOCIATED WITH THIS PROJECT.

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
479.634.4888
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CRAFTON, TULL & ASSOCIATES, INC. No. 109

GRAPHIC SCALE IN FEET
50' 0 50'

ELM STREET APARTMENTS
FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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

PROJECT NO: 25303120
ISSUE DATE: 08/11/2025
DRAWN BY: C. BARRETT
QC By:
QC Date:

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OVERALL SITE PLAN

C-101



300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
479.634.4888
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CRAFTON, TULL & ASSOCIATES, INC. No. 109

GRAPHIC SCALE IN FEET
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ELM STREET APARTMENTS
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Key Plan

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PROJECT NO: 25303.00
ISSUE DATE: 09/11/2025
CONTACT: C. PARSET
QC by:
QC Date:

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2125

MEETING OF OCTOBER 28, 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-2025-0041: Rezoning (1124 W CLEVELAND ST/LEVERETT ELEMENTARY SCHOOL, 443): Submitted by ECOLOGICAL DESIGN GROUP for property located at 1124 W. CLEVELAND ST. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and P-1, INSTITUTIONAL, and contains approximately 2.18 acres. The request is to rezone all the property to P-1, INSTITUTIONAL.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located on the north side of W. Cleveland Street between N. Hall and N. Garland Avenues to the west and east respectively. While the property is currently developed with a public elementary school and primarily zoned P-1, Institutional, a portion of the property along the intersection of N. Hall Avenue and W. Cleveland Street is zoned RSF-4, Residential Single-Family, 4 Units per Acre. The property overall contains five parcels which total 4.8 acres. The two parcels in question, 765-02579-000 and 765-02585-000, were purchased in 1988 and 2000, respectively, by the Fayetteville Public School district. This item was originally scheduled for the September 22, 2025 Planning Commission hearing, but the Commission failed to make quorum.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to P-1, Institutional. The applicant has indicated that they are requesting the rezoning to align the existing school facility with zoning.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. RSF-4 zoning allows for single-family residential uses and P-1 would allow for institutional uses such as schools, parks, and government facilities. The specific property in question is currently operating as Leverett Elementary School, and has been owned by the school district and operating in this capacity since at least the year 2000. Further, Leverett Elementary has operated on this site since the 1950s. Given the property's proximity to the University of Arkansas and residential uses to the north, staff finds that rezoning to P-1 with its associated, allowed uses compatible with the area. The lot widths, areas, and building height requirements in P-1 are compatible as well; P-1 is a strictly institutional zoning district, which, after new

regulations were approved by City Council earlier in 2024, now also allows for a form-based site layout, which is in-line with the existing Leverett Elementary. Although RSF-4 permits a maximum building height of 3 stories that is less than P-1's allowance for a maximum building height of 6 stories, staff finds that even if a 6-story facility were to be built on this property, given its proximity to the large institutional uses at the U of A, this building height could be appropriate.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as a Civic Institutional area. A rezoning from RSF-4 to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services to this area, rather than the existing designation. This site is highly walkable and there is available transit. The continued use of this property as a school is justified and necessary to contribute to the City's future land use goals, and this rezoning will clarify a long-outdated boundary.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **10** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2)
- Near Sewer Main (W. Cleveland Street and subject property)
- Near Water Main (N. Garland and W. Cleveland Street)
- Near Grocery Store (Harps)
- Near Public School (Leverett Elementary)
- Near U of A Campus (Immediately south)
- Near City Park (Frisco Trail)
- Near Paved Trail (Frisco Trail)
- Near ORT Bus Stop (Stadium Gate 10)
- Near Razorback Bus Stop (Hotz Hall)

DISCUSSION:
At the October 13, 2025 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little other comment, finding the request to be compatible, and understood that the request corrected an existing non-conforming use. 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 Report

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

File #: 2025-2125

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-41 FOR APPROXIMATELY 2.18 ACRES LOCATED AT 1124 WEST CLEVELAND STREET IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE AND P-1, INSTITUTIONAL TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre and P-1, Institutional to P-1, Institutional.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2125

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0041: Rezoning (1124 W CLEVELAND ST/LEVERETT ELEMENTARY SCHOOL, 443): Submitted by ECOLOGICAL DESIGN GROUP for property located at 1124 W. CLEVELAND ST. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and P-1, INSTITUTIONAL, and contains approximately 2.18 acres. The request is to rezone all the property to P-1, INSTITUTIONAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

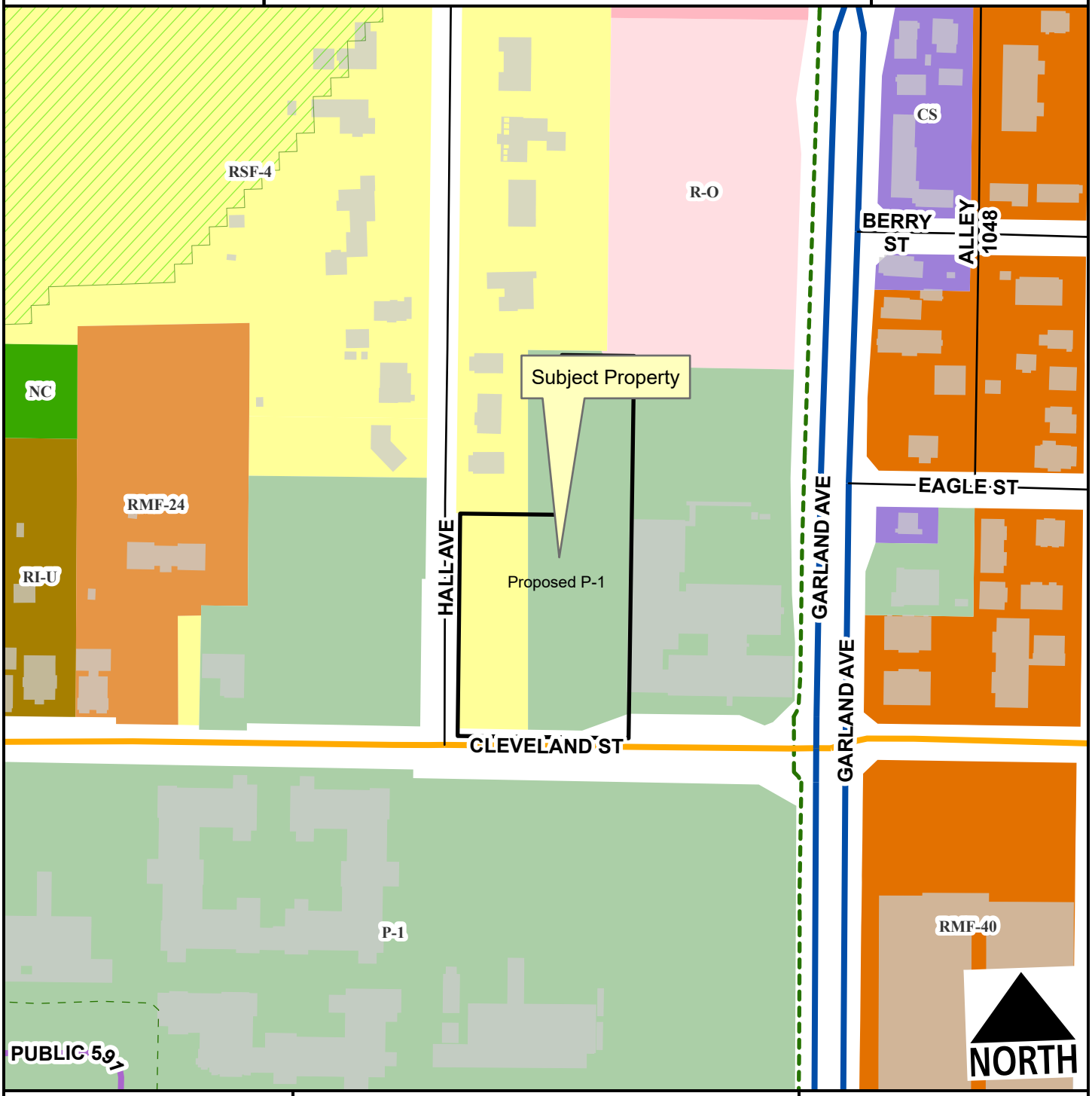
Comments:

RZN-2025-0041

Close Up View

1124 W CLEVELAND ST

EXHIBIT A



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
P-1	1.5	2.2
R-O	0.0	0.0
RSF-4	0.7	0.0

Total 2.2 ac

EXHIBIT B

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID FORTY ACRE TRACT WHICH IS N87°13'09"W 300.00' FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE ALONG SAID SOUTH LINE N87°13'09"W 236.36', THENCE LEAVING SAID SOUTH LINE N02°40'15"E 307.64' TO THE SOUTH LINE OF A SURVEY PLAT FILED IN BOOK 2010 AT PAGE 38497, THENCE ALONG SAID SOUTH SURVEY LINE S87°17'56"E 137.30', THENCE LEAVING SAID SOUTH SURVEY LINE N02°51'05"E 220.94' TO AN EXISTING REBAR, THENCE S87°12'16"E 100.05', THENCE S02°51'13"W 528.74' TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST CLEVELAND STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN NORTH HALL AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST 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

FROM: Jessie Masters, Planning Director

MEETING DATE: October 13, 2025 Updated with final results

SUBJECT: **RZN-2025-0041: Rezoning (1124 W CLEVELAND ST/LEVERETT ELEMENTARY SCHOOL, 443):** Submitted by ECOLOGICAL DESIGN GROUP for property located at 1124 W. CLEVELAND ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and P-1, INSTITUTIONAL, and contains approximately 2.18 acres. The request is to rezone all the property to P-1, INSTITUTIONAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0041** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0041** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located at the northwest corner of W. Cleveland Street and N. Garland Avenue. While the property is currently developed with a public elementary school and primarily zoned P-1, Institutional, a portion of the property along the intersection of N. Hall Avenue and W. Cleveland Street are zoned RSF-4, Residential Single-Family, 4 Units per Acre. The property overall contains five parcels which total 4.8 acres. The two parcels in question, 765-02579-000 and 765-02585-000, were purchased in 1988 and 2000, respectively, by the Fayetteville Public School district. This item was originally scheduled for the September 22, 2025 Planning Commission hearing, but the Commission failed to make quorum. 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/Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre; R-O, Residential-Office
South	University of Arkansas	P-1, Institutional
East	Mixed-Density Residential/City of Fayetteville	CS, Community Services; P-1, Institutional; RMF-40, Residential Multi-Family, 40 Units per Acre
West	Residential Single-Family/University of Arkansas Parking	P-1, Institutional

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to P-1, Institutional. The applicant has indicated that they are requesting the rezoning to bring the existing school facility into zoning compliance.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along West Cleveland Street, which is a fully improved Neighborhood Link Street with asphalt paving, sidewalk, curb and gutter. The subject area has street frontage along North Garland Avenue, which is a fully improved Regional Link High Activity Street with asphalt paving, sidewalk, and curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 12-inch water main is present along North Garland Avenue and an existing 12-inch water main is present along West Cleveland Street.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along West Cleveland Street and an existing 8-inch sewer main is present on the subject property.

Drainage: No portion of the property lies within a FEMA floodplain, protected stream, or within the Hillside-Hilltop overlay district. No hydric soils are present on site. Any requirements for drainage improvements 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 2, located at 138 W North St, protects this site. The property is located approximately 1.2 miles from the fire station with an anticipated drive time of approximately 5 minutes using existing streets. The anticipated response time would be approximately 7.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district, P-1, Institutional, and the existing zoning district, RSF-4, Residential Single-Family, 4 Units per Acre, both require **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 **Civic Institutional.**

Civic Institutional Areas are dedicated for buildings generally operated by not-for-profit organizations dedicated to culture, government, education or transit and municipal parking.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **10** for this site with a weighted score of **13**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2)
- Near Sewer Main (W. Cleveland Street and subject property)
- Near Water Main (N. Garland and W. Cleveland Street)
- Near Grocery Store (Harps)
- Near Public School (Leverett Elementary)
- Near U of A Campus (Immediately south)
- Near City Park (Frisco Trail)
- Near Paved Trail (Frisco Trail)
- Near ORT Bus Stop (Stadium Gate 10)
- Near Razorback Bus Stop (Hotz Hall)

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 compatible with the surrounding area and current land uses. RSF-4 zoning allows for single-family residential uses and P-1 would allow for institutional uses such as schools, parks, and government facilities. The specific property in question is currently operating as Leverett Elementary School, and has been owned by the school district and operating in this capacity since at least the year 2000. Further, Leverett Elementary has operated on this site since the 1950s. Given the property's proximity to the University and residential uses to the north, staff finds that rezoning to P-1 provides for good compatibility to the area. The lot widths, areas, and building height requirements in P-1 are compatible as well; P-1 is a strictly institutional zoning district, which, after new regulations were approved by City Council earlier in 2024, now also allows for a form-based option. While RSF-4 has a maximum building height of 3 stories, P-1 allows for a maximum building height of 6 stories. Staff finds that even if a 6-story facility were to be built on this property, given its proximity to the large institutional uses at the U of A, this building height could be appropriate.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as a Civic Institutional area. A rezoning from RSF-4 to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services to this area, rather than the existing designation. This site is highly walkable, and there is available transit. The continued use of this property as a school is justified and necessary to contribute to the City's future land use goals, and this rezoning will clarify a long-outdated boundary.**

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

Finding: **Staff finds there is sufficient justification to rezone the property from RSF-4 to P-1. This request will allow for the development of institutional uses in the area, one that is already identified as being a Civic Institutional area in the City's future land use map. Schools and other cultural and recreational facilities are a vital service and while not strictly residential, are a necessary neighborhood amenity.**

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

Finding: **A rezoning from RSF-4 to P-1 has the potential to increase traffic to this location, though not necessarily in a way that is considerably different than how the site has been used for decades. Staff does not find that this request will appreciably increase traffic or congestion.**

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

Finding: **The P-1 zoning district does not permit by-right residential uses and is therefore unlikely to increase the population density in this area. The overall property has access to existing water and sanitary sewer as well as fully-improved streets. Any development on this site will be responsible for increasing sewer capacity as needed. As for the project's impact on school capacity, the proposal is a response to increasing attendance in the Fayetteville Public School District and will clarify an existing non-conforming situation.**

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-2024-0041 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **October 13, 2025** ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Madden with a recommendation of approval.

Second: Payne

Vote: 9-0-0

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.32 District P-1, Institutional
- Request Letter

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(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.

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right

Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, 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 boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

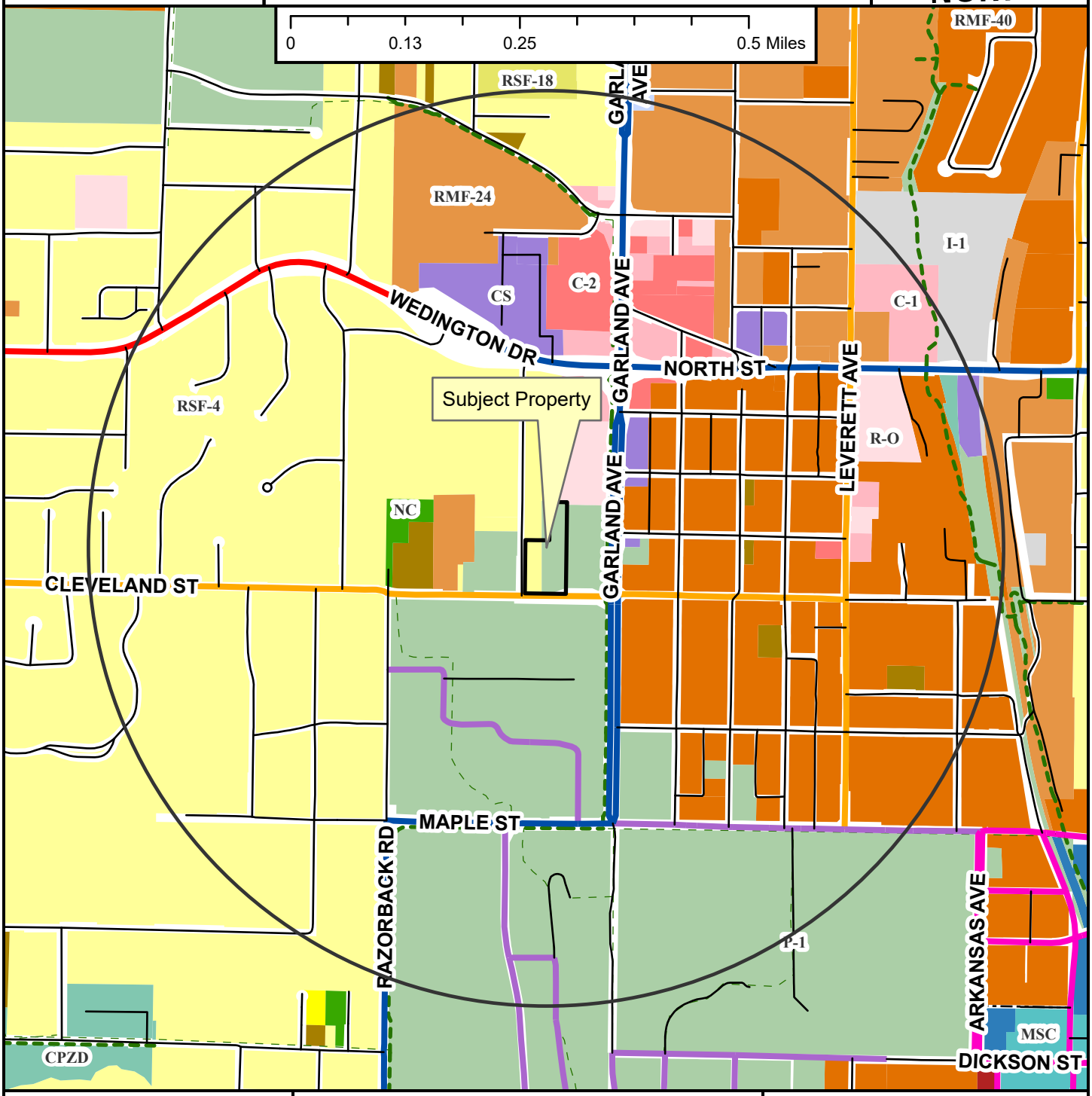
(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6521 , §8, 1-18-22)

RZN-2025-0041

One Mile View

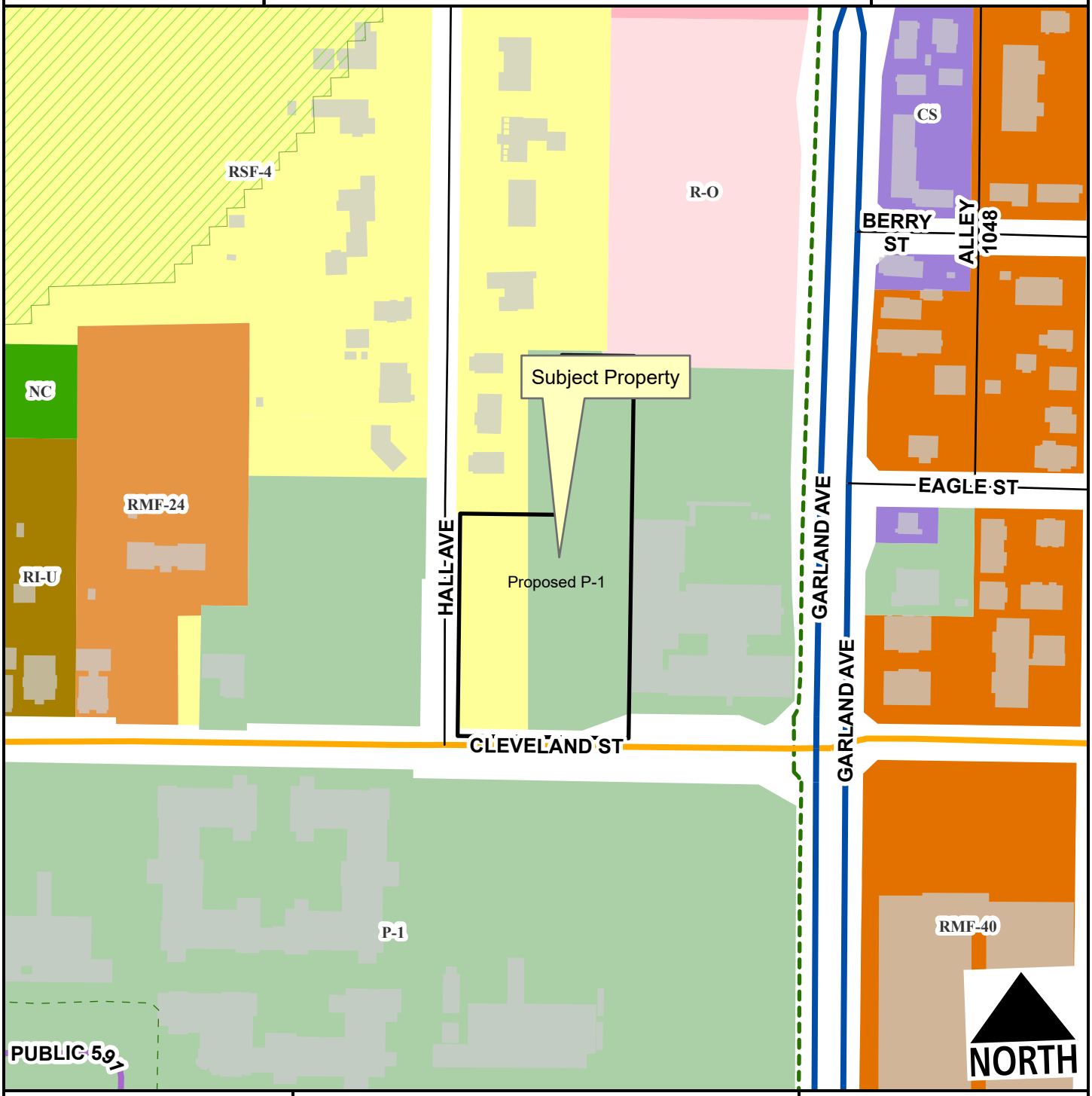
1124 W CLEVELAND ST



RZN-2025-0041

Close Up View

1124 W CLEVELAND ST



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
P-1	1.5	2.2
R-O	0.0	0.0
RSF-4	0.7	0.0

Total 2.2 ac

RZN-2025-0041

Current Land Use

1124 W CLEVELAND ST

NORTH



- Neighborhood Link
- Institutional Master Plan
- 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

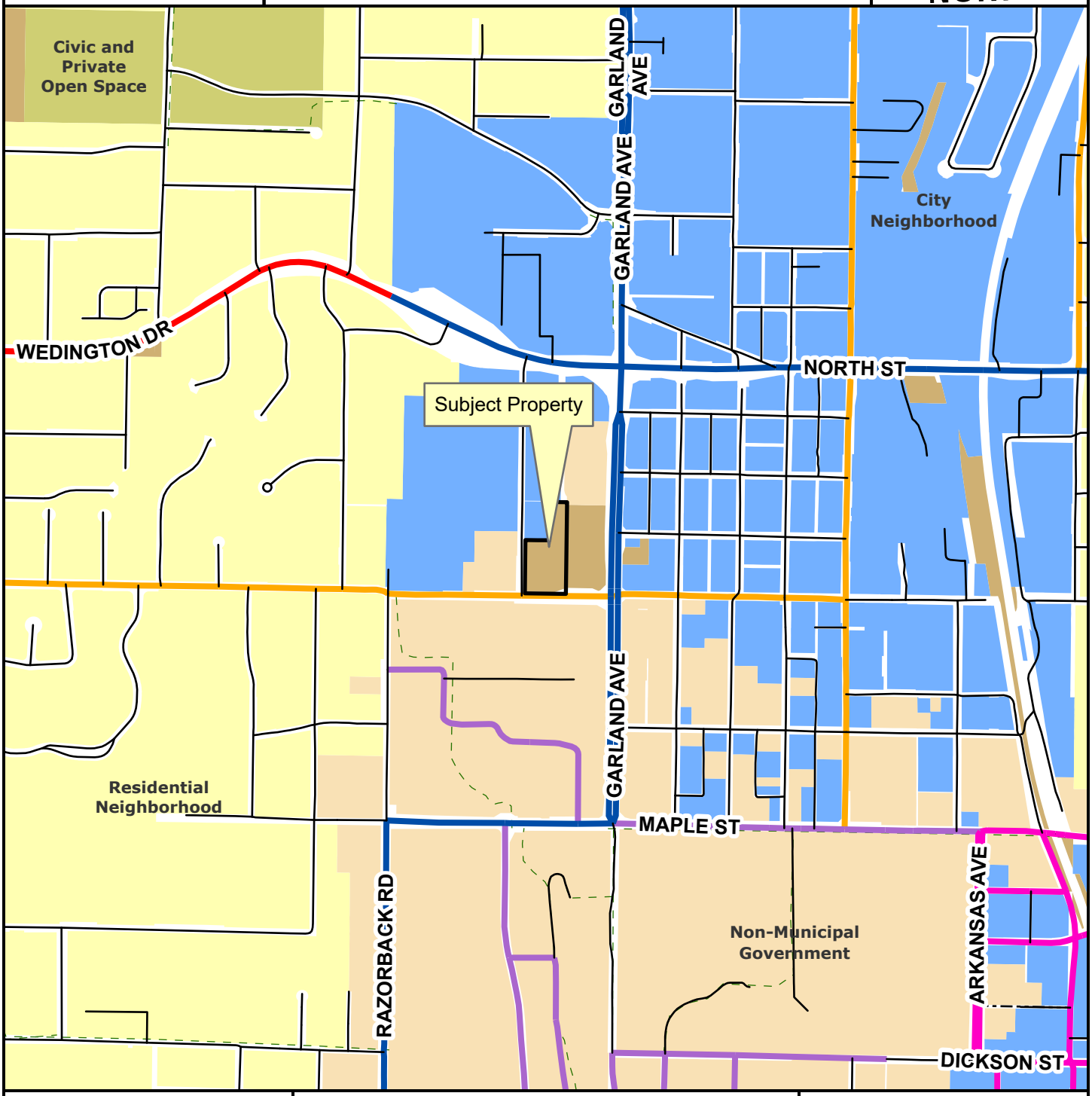
- 100-Year Floodplain
- Floodway

RZN-2025-0041

Future Land Use

1124 W CLEVELAND 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

E | D | G

Ecological Design Group
216 West Birch St,
Rogers, AR 72756

Date: 8/6/2025
Project: Leverett Elementary Playground- Rezoning
Location: 1124 Cleveland St, Fayetteville, AR 72701
EDG Project No: #24-075

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of Fayetteville Public Schools, request the rezoning of parcels #765-02579-000 and #765-02585-000, located at 1124 W. Cleveland Street, from RSF-4 (Residential Single Family, four units per acre) to P-1 (Institutional).

In the existing conditions, the playground use on these parcels does not conform to the current zoning. There are no proposed changes to the use or function of the property—this rezoning is being pursued solely to bring the zoning into alignment with its long-established public and institutional use.

The proposed P-1 zoning is consistent with adjacent properties to the east, south, and west, which are also zoned P-1. Therefore, the requested rezoning is not expected to negatively impact surrounding properties and will support the continued operation of the playground as an amenity for the public school system.

Sincerely,



Molly Pace
(501) 378-0200

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2130

MEETING OF OCTOBER 28, 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-2025-0045: Rezoning (234 S. WILLOW AVE/BLACKBURN, 524): Submitted by ODYSSEY ENGINEERING LLC for property located at 234 S. WILLOW AVE in WARD 1. The property is zoned RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE and contains approximately 0.70 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 comprised of two parcels (0.70 acres) located at the northeast corner of the intersection of S. Willow Ave. and S. Walker Rd. The property is zoned RSF-8, Residential Single-Family, 8 Units per Acre. The southern parcel is developed with an 864-square-foot single family house constructed in 1905 per the Washington County Assessor. The subject area is fully located within the Hillside Hilltop Overlay District and is within the Historic Black Community of Southeast Fayetteville, which recently completed a historic context statement further described in the long-range planning memo.

Request: The request is to rezone the subject property from RSF-8, Residential Single-Family, 8 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: One member of the public stated opposition to the request, citing the historic nature of the neighborhood, inadequate infrastructure, drainage, and inability to support additional density.

Land Use Compatibility: The subject property is surrounded by primarily undeveloped land to the north and east, with single-family dwellings to the south and west. Nonresidential services are present throughout the area, including the Yvonne Richardson Community Center, public parks, cemeteries, and churches. 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. RI-U permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. RI-U would also require a 0'-25' build-to zone, which aligns with historic development patterns. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.

Long-Range Planning staff note that development on this parcel could adversely impact a historic-age property via the potential, future demolition of an identified historic structure tied to the Historic Black Community of Southeast Fayetteville. While the city does not have any regulations pertaining to the demolition of historic structures, Long-Range Planning requests that the property owner and/or applicant consult with their division prior to demolition or alteration of historic structures in order to capture photo documentation of the existing building.

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. While surrounding housing is currently primarily single-family dwellings, the area is largely zoned to permit up to multifamily dwellings and could include attached residential housing by-right. The RI-U zoning district would bring the property's zoning into closer alignment with surrounding permitted uses. The property has a relatively high infill score of 8, 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 and nonresidential services.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8** for this site. The following elements of the matrix contribute to the score:
1. Adequate Fire Response (Station 1, 303 W. Center St.)
2. Near Water Main (6-inch main, S. Willow Ave.)
3. Near Sewer Main (8-inch main, S. Willow Ave.)
4. Near City Park (Ralph "Buddy" Hayes Park)
5. Near Paved Trail (Marked Shared Roadway on S. Willow Ave.)
6. Near ORT Bus Stop (On property, S. Willow Ave. and S. Walker Rd.)
7. Near Razorback Bus Stop (Route 17 Peak, Downtown Square)
8. Sufficient Intersection Density

DISCUSSION:
At the October 13, 2025 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Cabe motioned, and Commissioner Werner seconded. The applicant noted an intent to build small lot single-family cottages. Commissioner Cabe noted the lot is under-developed and that it is a suitable location for infill. Commissioner Madden questioned the determination of the existing structure's age but acknowledged that staff has limited resources to investigate. No members of the public spoke at the meeting and there was no other 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 #: 2025-2130

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-45 FOR APPROXIMATELY 0.70 ACRES LOCATED AT 234 SOUTH WILLOW AVENUE IN WARD 1 FROM RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 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 RSF-8, Residential Single-Family, 8 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

2025-2130

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0045: Rezoning (234 S. WILLOW AVE/BLACKBURN, 524): Submitted by ODYSSEY ENGINEERING LLC for property located at 234 S. WILLOW AVE in WARD 1. The property is zoned RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE and contains approximately 0.70 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:

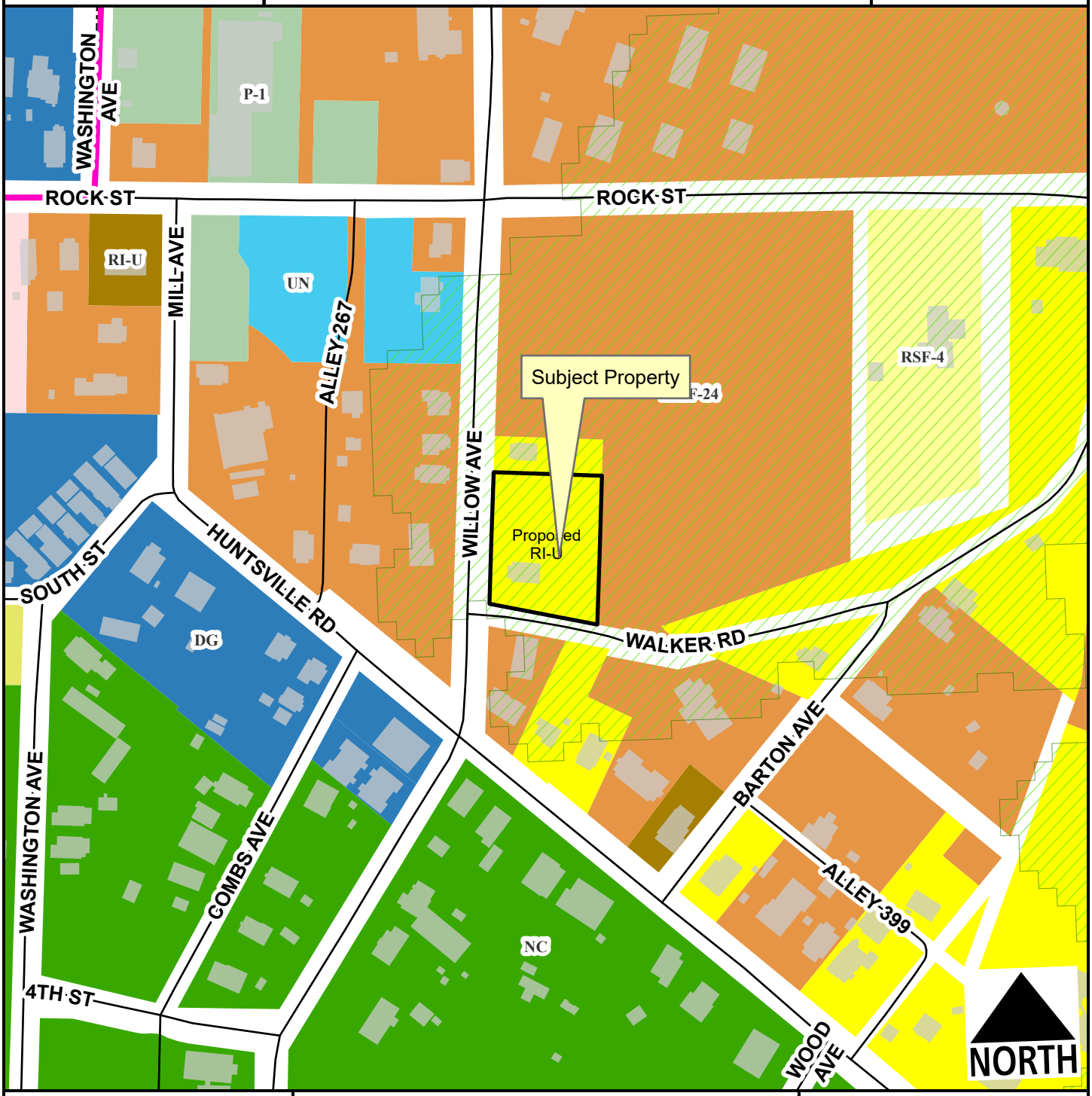
Comments:

RZN-2025-0045

Close Up View

234 S. WILLOW AVE

RZN-2025-0045
EXHIBIT 'A'



- 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
RI-U	0.0	0.7
RMF-24	0.0	0.0
RSF-8	0.7	0.0

Total 0.7 ac

ODYSSEY ENGINEERING

RZN-2025-0045
EXHIBIT 'B'

765-06406-000

Lots eight (8) and nine (9), Block one (1) of Hills Addition to the City of Fayetteville, Arkansas, as shown on the recorded plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to easements, rights-of-way, and protective covenants of record. Subject to all prior mineral reservations and oil and gas leases, if any.

765-06407-000

Lot 10, Block 1, Hill 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.

479.480.3330
OdysseyNWA.com
124 Grant Place, Suite E, Lowell, AR 72745

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: October 13, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0045: Rezoning (234 S. WILLOW AVE/BLACKBURN, 524):** Submitted by ODYSSEY ENGINEERING LLC for property located at 234 S. WILLOW AVE. The property is zoned RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE and contains approximately 0.70 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0045** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0045** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is comprised of two parcels (0.70 acres) located at the northeast corner of the intersection of S. Willow Ave. and S. Walker Rd. The property is zoned RSF-8, Residential Single-Family, 8 Units per Acre. The southern parcel is developed with an 864-square-foot single family house constructed in 1905 per the Washington County Assessor. The subject area is fully located within the Hillside Hilltop Overlay District and is within the Historic Black Community of Southeast Fayetteville, which recently completed a historic context statement further described in the long-range planning memo. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
South	Single-Family Residential	RSF-8, Residential Single-Family, 8 Units per Acre RMF-24, Residential Multi-Family, 24 Units per Acre
East	Undeveloped	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre

Request: The request is to rezone the subject property from RSF-8, Residential Single-Family, 8 Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: One member of the public stated opposition to the request, citing the historic nature of the neighborhood, inadequate infrastructure, drainage, and inability to support additional density.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property has frontage along S. Willow Ave. and S. Walker Rd, both residential links, which are partially improved with asphalt paving. S. Willow Ave. has curb and gutter, and S. Walker Rd. has open ditches. 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. Existing 6-inch water main is present along S. Willow Ave. and existing 1-inch water main is present along S. Walker Rd.

Sewer: Sanitary sewer is available to the subject property. Existing 8-inch sewer main is present along S. Willow Ave. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 1,430 linear feet downstream of this property..

Drainage: No portion of the property lies within a FEMA floodplain and no protected streams or hydric soils are present on site. A portion of the property lies within the Hillside Hilltop Overlay District. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 1 mile 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 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-8, Residential Single-Family, 8 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 **8** for this site with a weighted score of **11**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (6-inch main, S. Willow Ave.)
- Near Sewer Main (8-inch main, S. Willow Ave.)
- Near City Park (Ralph "Buddy" Hayes Park)
- Near Paved Trail (Marked Shared Roadway on S. Willow Ave.)
- Near ORT Bus Stop (On property, S. Willow Ave. and S. Walker Rd.)
- Near Razorback Bus Stop (Route 17 Peak, Downtown Square)
- 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 primarily undeveloped land to the north and east, with single-family dwellings to the south and west. Nonresidential services are present throughout the area, including the Yvonne Richardson Community Center, public parks, cemeteries, and churches. 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. RI-U permits missing middle housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. RI-U would also require a 0'-25' build-to zone, which aligns with historic development patterns. Additionally, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.**

Long-range planning notes that development on this parcel could adversely impact a historic-age property via the future demolition of an identified historic structure tied to the Historic Black Community of Southeast Fayetteville. While the city does not have any regulations pertaining to the demolition of historic structures, long-range planning requests that the property owner and/or applicant consult with their division prior to demolition or alteration of historic structures in order to capture photo documentation of the existing building.

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. While surrounding housing is currently primarily single-family dwellings, the area is largely zoned to permit up to multifamily dwellings and could include this kind of development by right. The RI-U zoning district would bring the property's zoning into closer alignment with surrounding permitted uses. The property has a relatively high infill score of 8 with a weighted 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 and nonresidential services.**

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 development of "several cottage style homes." Staff finds that the parcel could be developed with up to 5 dwelling units by right under the existing zoning. A rezoning to RI-U could likely permit a slightly higher number of units in a missing middle style when 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 and amenities.**

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 includes frontage on multiple streets in an area of time with a relatively high intersection density.**

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-8 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 small size of the property, and proximity to nonresidential services such as community centers, churches, and the downtown at large, 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 1,430 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-2025-0045 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		**Required**	**YES**
Date: October 13, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: CABE	"I move to forward RZN-2025-0045 to the City Council with a recommendation of approval."		
Second: WERNER			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre
  - §161.12 District RI-U Residential Intermediate-Urban
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Long-Range Planning Memo
- Request Letter

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit*.

Single-family	5,000 square feet
Two-family	5,000 square feet

Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (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 November 30, 2025 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)

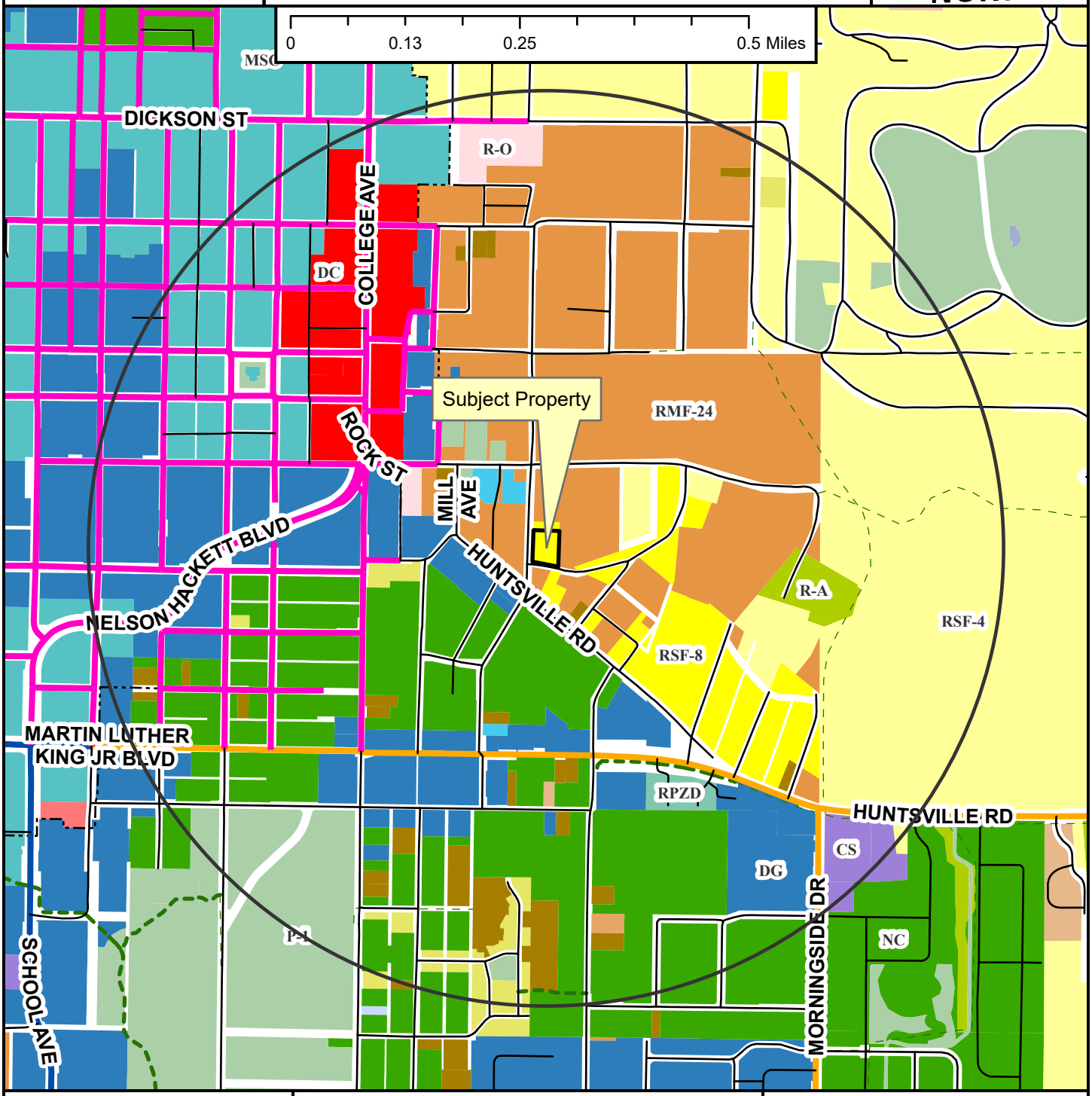
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 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-2025-0045

One Mile View

234 S. WILLOW AVE

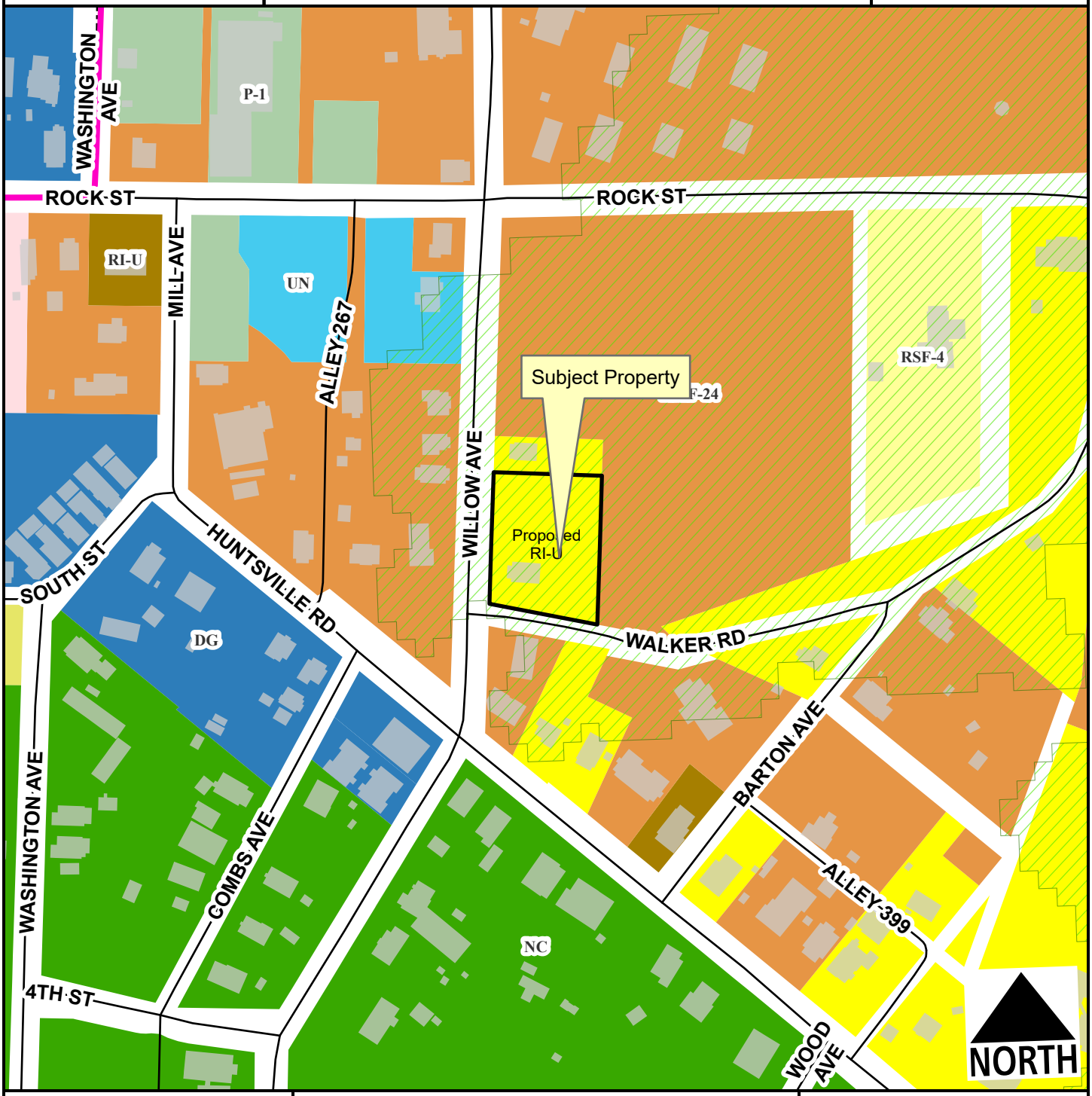
NORTH



RZN-2025-0045

Close Up View

234 S. WILLOW AVE



- 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
RI-U	0.0	0.7
RMF-24	0.0	0.0
RSF-8	0.7	0.0

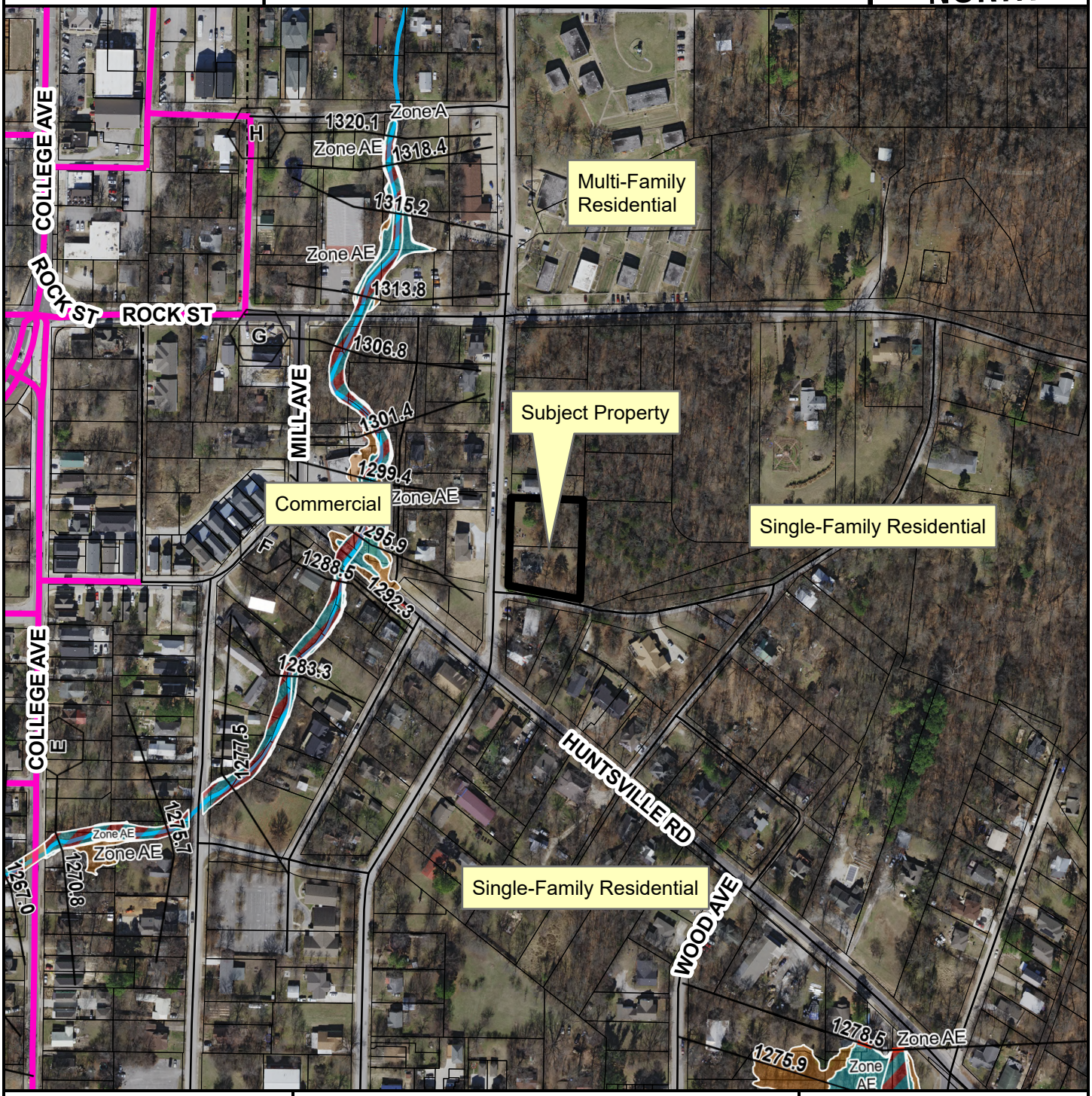
Total 0.7 ac

RZN-2025-0045

Current Land Use

234 S. WILLOW AVE

NORTH



- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: October 13, 2025

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0045**

RECOMMENDATION:

Advisory Only: Property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

BACKGROUND:

The applicant requests to rezone approximately 0.67 acres, from RSF-8, Residential Single Family, Eight Units Per Acre to RI-U, Residential Intermediate-Urban Neighborhood. The applicant states the purpose of this zoning change is to facilitate the construction of "several cottage style homes," which would adversely impact a historic-age property via the future demolition of an identified historic structure. Three long range planning documents are relevant when evaluating this request: *City Plan 2040,* the *Heritage & Historic Preservation Plan,* and the *Historic Black Community of Southeast Fayetteville Historic Context Statement.*

City Plan 2040 (2020):

Although the City does not have a demolition review ordinance in place currently, it is important to review and acknowledge the proposal's impact on historic properties as part of the City Plan 2040 objectives that may be considered with the zoning request:

- 3.1.6 – Encourage historic preservation and adaptive reuse of buildings (p.24)
- 3.1.7 – Encourage protection of community character in established neighborhoods (p.25)
- 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.44)

Heritage & Historic Preservation Plan (2023):

The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.

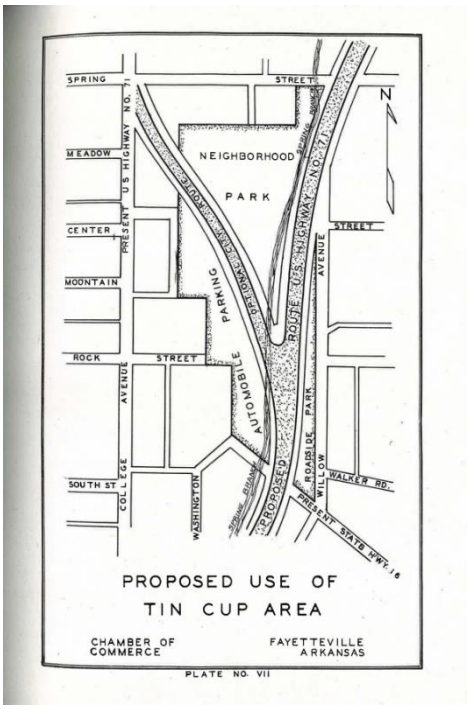
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

Historic Black Community of Southeast Fayetteville Historic Context Statement (2025): The subject property is within an area settled by Black families after emancipation. The presence of Spout Spring Branch, or "the Branch," made the area prone to flooding, and the steep terrain made building difficult. Since the lots weren't ideal for building, they were more affordable to Black families who were largely limited to low wage employment in Fayetteville.

The terrain also impacted where and how residents constructed their homes, and the relatively flat Willow Avenue became the community's main street. Many homes were constructed close to the street with sloping back yards, and maps showed that land was divided into "irregularly shaped lots of varying sizes" (p. 28). The community was inherently mixed use, as residences, churches, schools, and small businesses dotted the landscape. Three properties were listed in The Green Book, one of which is still standing. The Green Book was a guidebook for African American travelers in the US. It was founded by Victor Hugo Green, an African American postal worker from New York City, and was published annually from 1936 to 1966.

Additionally, the zoning history of the neighborhood merits consideration with this request. The 1945 "A Master City Plan and Public Works Program for Fayetteville, Arkansas", sponsored jointly by the Fayetteville Chamber of Commerce and Fayetteville City Council, called for the construction of U.S. Highway 71 through the neighborhood, following Willow Ave. and Spring Branch to the intersection of Maple and Mission. Part of the justification for the route was that "It would afford an opportunity to build roadside parks and parking area in what is now sub-standard housing districts.", and that "The highway would not pass by important public buildings such as schools, hospitals, etc." The historic St. James Methodist and Missionary Baptist churches as well as the Lincoln School, the segregated elementary school, were all on the proposed highway route.



Map showing proposed route of Hwy. 71. 1945 Master City Plan, pg. 41.

While many of the projects proposed in the 1945 plan did not come to fruition, the neighborhood was subjected to many of the proposals of the 1968 "Program for Community Renewal" written by consulting planner James Vizzier. Like many urban renewal plans of the mid-20th century, the plan was paid for in part by a grant from the federal Urban Renewal Administration under the Housing Act of 1954. The plan noted that Fayetteville's "general plan should be updated and expanded to include plans for community renewal.", and further explained that, "…about 65% of the housing supply (in the city) might be susceptible to blight…Most of these improvements are in older neighborhoods where the units that must be cleared are deficient or dilapidated rather than sound." Vizzier counted 1,327 families to be displaced by public improvements for University expansion, street construction, hospitals or schools and playgrounds, while at the same time noting an imbalance between the cost of housing and family income. He laid out an ambitious and costly ($47,615,400 in 1968 dollars) plan for urban renewal in Fayetteville, most of which was never accomplished. One of the significant outcomes of Vizzier's recommendations, however, was Fayetteville's zoning ordinance in 1970. Vizzier had criticized the city's zoning as being based "primarily on existing land use instead of the future land use plan. And second, it does not recognize the need for raising the standards for land use in older areas. Upgrading and renewal of older areas are not provided for in the document (referring to the city's comprehensive plan). The rules do not provide for large scale

developments such as renewal projects."

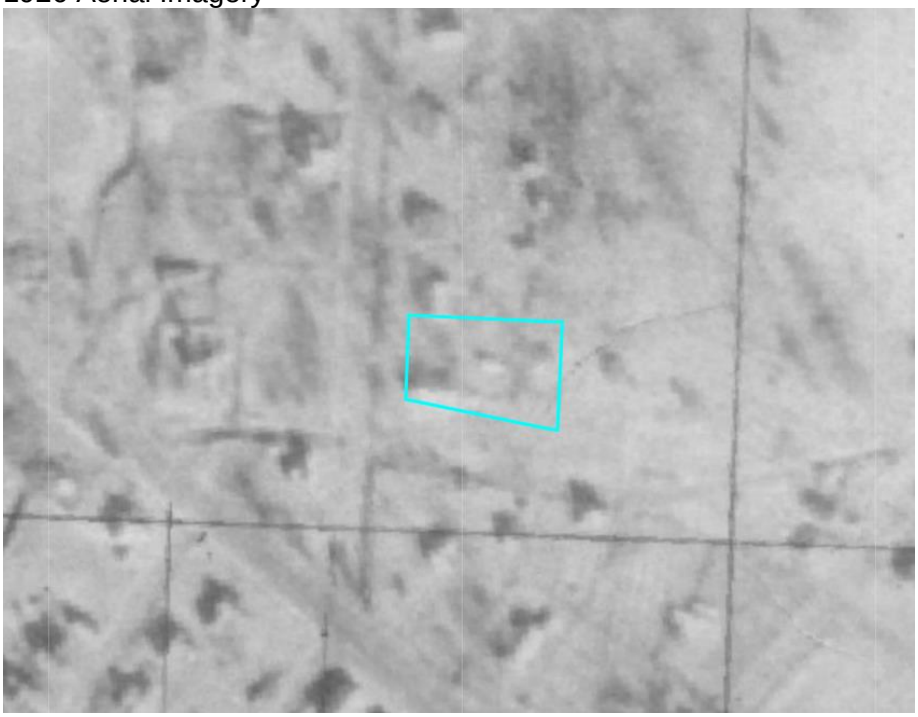
On October 18, 1968 the City Council passed Resolution No. 33-68 approving the undertaking of an Urban Renewal Plan, which included the subject property and surrounding neighborhood. Ultimately some houses were repaired, but others were razed with the occupants moved into the new Willow Heights apartments which were constructed atop the former site of the Lincoln School. Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. While the black and white scan of the ordinance map is difficult to read, a full-color version dated with the ordinance and signed by the Mayor shows the subject property and surrounding neighborhood as being zoned into the medium-density "R-2" zoning district, which was subsequently translated to "RMF-24" with the adoption of the city's Unified Development Code.

DISCUSSION:
From a historic perspective, the request is appropriate as RI-U would provide options for detached and attached dwellings in scale with single-family homes and require a 0'-25' build-to zone, which aligns with historic patterns. However, the proposal would result in the loss of an identified historic structure associated with Fayetteville's historic and living Black community.

Property History:
The property contains a single-family dwelling constructed ca. 1905, according to the County Assessors Records. This historic-age house is an example of gable-front, rectangular form. Gable front houses were a dominant folk house form during the late 19th and early 20th century and are very typical of the historic Black neighborhood in southeast Fayetteville. Individually, the property is unlikely to be eligible for state or National Register of Historic Places listing based on architectural significance alone, however it is significant in the context of a historic district as discussed in the *Historic Black Community of Southeast Fayetteville Historic Context Statement.*


Looking southeast.

ATTACHMENTS:
1926 Aerial Imagery



Though the property lines aren't clearly aligned with the photo, the existing house is visible near the bottom left portion of the rectangle in this aerial photo from 1926.

ODYSSEY ENGINEERING

City of Fayetteville Planning Division
125 W. Mountain Street
Fayetteville, AR 72701

Re: Rezoning Request – Parcels 765-06407-000 and 765-06406-000

To Whom It May Concern,
On behalf of the property owners, we respectfully request the rezoning of parcels **765-06407-000** and **765-06406-000**, located in Fayetteville, Arkansas. The property is currently zoned **RSF-8 (Residential Single-Family, 8 units per acre)** and is designated as **"Residential Neighborhood"** on the City's Future Land Use Map. A portion of the property is also located within the **Hillside-Hilltop Overlay District (HHOD)**.

We are requesting to rezone the property to **RI-U (Residential Intermediate–Urban)** to allow for the development of several **cottage-style homes** in a neighborhood setting. This rezoning is consistent with the intent of the **Residential Neighborhood** land use designation, which supports a mix of housing types, including small-lot single-family and cottage housing, at compatible scales.

The proposed RI-U zoning will:

- Provide a variety of housing options within walking and biking distance of surrounding neighborhoods.
- Encourage efficient use of existing infrastructure and public services.
- Support the City's goals of fostering compact, context-sensitive development.
- Respect the hillside overlay standards by carefully designing and siting homes to minimize environmental impacts.

We believe this rezoning aligns with the City's long-range planning goals and will enhance the character and livability of the surrounding neighborhood.

Thank you for your consideration of this request. Please let us know if any additional information or materials are needed to support this application.

479.480.3330
OdysseyNWA.com
124 Grant Place, Suite E, Lowell, AR 72745

Wonsower, Donna

From: Planning Shared
Sent: Wednesday, October 8, 2025 12:38 PM
To: Wonsower, Donna
Subject: FW: RZN-2025-0045 234 S. Willow St

Follow Up Flag: Follow up
Flag Status: Flagged

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

From: esyule gamache <esyule@yahoo.com>
Sent: Wednesday, October 8, 2025 10:23 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2025-0045 234 S. Willow St

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 Sirs:
I saw the sign on 234 S. Willow Street proposing to change the existing zoning of RSF-8 to RI-U and I object as a neighbor and home owner in this area for the following reasons:

* This is a historic area, an established old neighborhood and should be treated as such and allow building single family homes that blend in and following existing zoning codes.
*The existing zoning will allow 5 single family units I believe and that is all that this spot can afford comfortably which means removing the one home and making it 5. That seems sufficient even though it will be a tight fit.
* The infrastructure in the area can only afford the building allowed with RSF-8.
*This property is now mostly field and woodland around the single two story home that is presently on this land, and already the flooding that comes down Willow is a serious situation. The more coverage on this property will equal more water flowing down S. Willow, across E. Huntsville road carrying debris and flooding the lower properties. The drains do NOT accommodate the water now.
* The road allows parking on the opposite side of Willow now. It makes the road only one lane wide. Just this morning, the school bus could not come down the street as a car was coming up

Willow toward Rock. This area can not accommodate any more street parking and presently presents a safety hazard.

Please do not approve of this request to change the zoning, as submitted presently by Odyssey Engineering LLC (and in the future by other groups wanting to overbuild this hilly historic area).

Thank you,

Louise Gamache
311 E Huntsville Rd
(I am 4 houses away from proposed change)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2131

MEETING OF OCTOBER 28, 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-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363): Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL-AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.**

RECOMMENDATION:
City Planning staff recommend denial 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 approximately ½ mile west of I-49, just south of W. Mount Comfort Road. While the overall property contains approximately 8.41 acres, the applicant requests to rezone a portion of the property to R-A, Residential-Agricultural, and another portion of the property to RI-U, Residential-Intermediate, Urban. Portions of the property arelocated within the floodplain, floodway, and the streamside protection zone.

Request: The request is to rezone a portion of the subject property from RMF-24, Residential Multi-Family, 24 Units Per Acre, to R-A, Residential Agricultural, and another portion of the property from R-A, Residential Agricultural to RI-U, Residential Intermediate, Urban.

Public Comment: Staff has received public comment in opposition to this request, with primary concerns centered around traffic impacts, negative environmental impacts, and safety concerns for nearby families with children.

Land Use Compatibility: Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4 acres of an 8-acre parcel, which is currently split-zoned R-A (Residential-Agricultural) to the north and RMF-24 (Residential Multi-Family, 24 units/acre) to the south. Adjacent land uses include a recently developed single-family subdivision to the north, a cluster housing development zoned RI-U (Residential Intermediate–Urban) to the east, and a two-family residential development to the south. While the request could support a broader range of housing types consistent with nearby development patterns, staff notes concerns related to the environmental constraints of the site. A significant portion of the property lies within the floodplain, with some areas located in the floodway. These conditions, along with limited street access, restrict development potential, and present challenges for future infrastructure and site design. The proposed upzoning to RI-U, which does not include a

prescribed density cap, may allow the applicant to concentrate development in less environmentally sensitive portions of the site, potentially improving feasibility while aligning with broader housing goals. However, the lack of direct street frontage to the area proposed for rezoning could pose access and connectivity issues, which may impact future development outcomes. Overall, the request presents both opportunities and challenges. While the rezoning could provide flexibility for compatible residential development, the site's environmental constraints and access limitations will need to be carefully considered as part of any future development plan. The property also has a high level of zoning entitlement on the southern portion of the property. On the balance of considerations, staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area, though inconsistent with the portion of the property that is designated as a "Natural" area. The applicant's decision to downzone a portion of the RMF-24 area to R-A indicates an attempt to acknowledge some portion of the ecologically sensitive areas on the property, but leaving a portion of the property as R-A rather than rezoning to RI-U would be more in line with the intent of the "Natural Area" designation. Given the future land use classification of this portion of the site, staff recommends denial of the request due to its overall inconsistent with that plan.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 3-5 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" and 10" adjacent to the property)
- Near Water Main (8" along Penelope Ln)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Hamestring Creek Park)

DISCUSSION:
At the October 13, 2025 Planning Commission meeting, a vote of 8-1-0 forwarded the request to City Council with a recommendation of approval. Commissioners found that the request was compatible with surrounding land uses. They also stated that though the property was largely encumbered by floodplain and had limited access, these were development-level details that were separate from the question of zoning. Commissioner Werner was opposed to the request, finding that the request was incompatible with the future land use designation of a Natural Area for the portion of the site in question. He also found that the overall property was still considerably developable by leaving the southern portion of the site zoned RMF-24. No members of the public spoke at the meeting. The applicant provided additional hard copy documents for the Planning Commission to consider that included a preliminary site plan and rebuttals to staff's memo; they are attached to this packet.

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 #: 2025-2131

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-46 FOR APPROXIMATELY 2.58 ACRES LOCATED AT 2097 NORTH PENELOPE LANE IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 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 R-A, Residential-Agricultural and RMF-24, Residential Multi-Family, 24 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

2025-2131

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363): Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. in WARD 4. The property is zoned R-A, RESIDENTIAL--AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL-AGRICULTURAL and 1.51 acres 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: _____

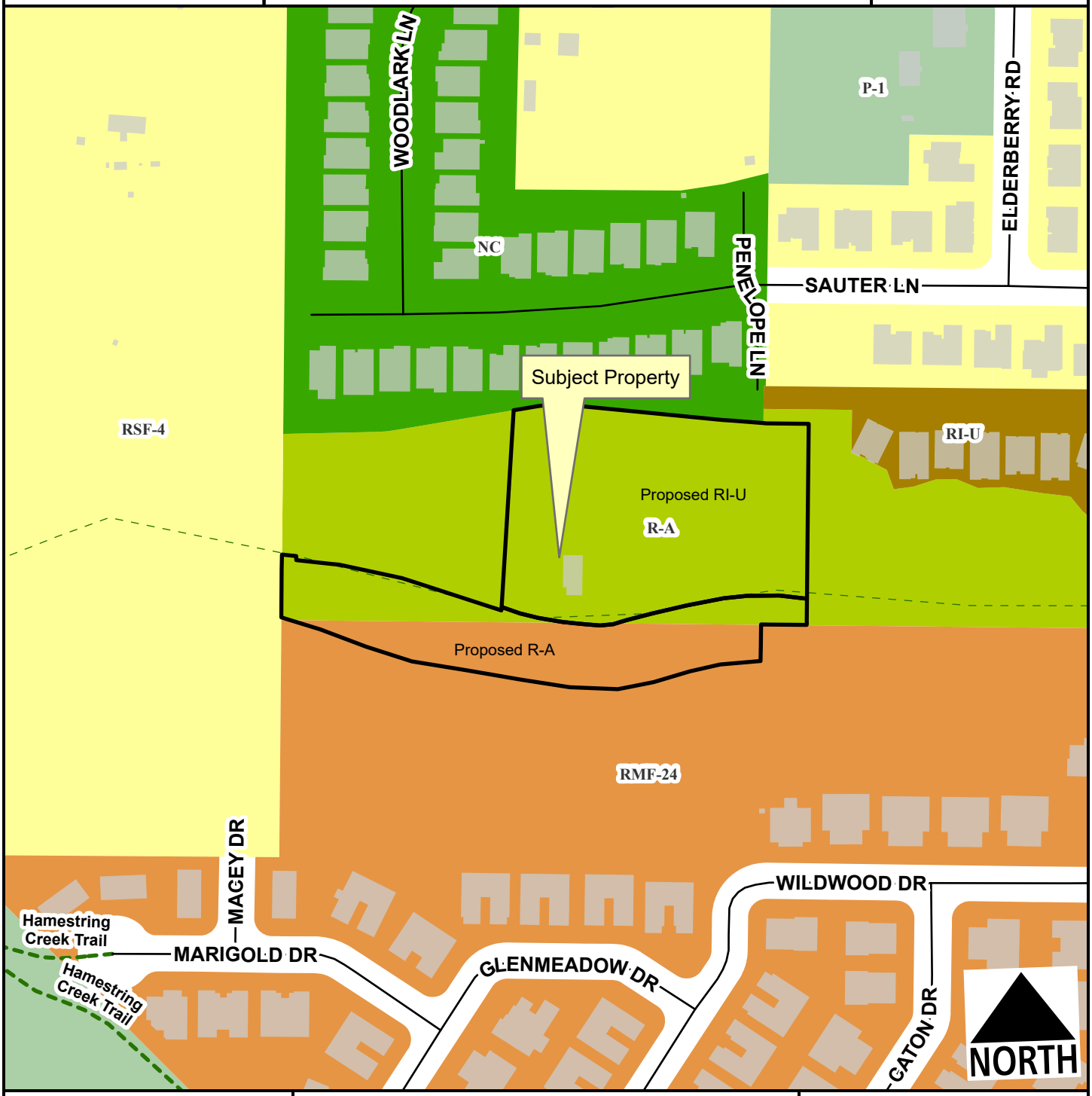
Comments:

RZN-2025-0046

Close Up View

W MT COMFORT RD

EXHIBIT A



- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
R-A	3.2	1.5
RI-U	0.0	2.6
RMF-24	0.9	0.0
RSF-4	0.0	0.0

Total 4.1 ac

EXHIBIT B

GIS Approved
09/19/2025

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

LEGAL DESCRIPTION FOR PROPOSED REZONE FROM R-A TO RI-U FOR PARCELS #765-13625-001, #765-13626-000 AND A PORTION OF PARCEL #765-13627-000:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°48'40"E 329.40', THENCE N87°22'29"W 598.64', THENCE N02°35'05"E 36.23' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N81°37'11"W 38.86', THENCE N88°33'38"W 43.84', THENCE S86°21'26"W 32.71', THENCE S80°56'09"W 51.66', THENCE S78°54'46"W 47.87', THENCE S77°48'29"W 38.51', THENCE S74°35'50"W 19.13', THENCE S86°31'18"W 18.39', THENCE N83°41'25"W 19.49', THENCE N82°08'56"W 29.87', THENCE N78°40'59"W 36.42', THENCE N74°26'27"W 26.48', THENCE N68°40'31"W 26.95', THENCE N05°29'45"E 272.61', THENCE N82°24'55"E 29.13', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00' FOR A CHORD BEARING AND DISTANCE OF N89°59'02"E 52.68', THENCE S82°26'51"E 206.57', THENCE S84°00'45"E 15.94', THENCE S83°20'58"E 45.46', THENCE S87°23'42"E 60.14', THENCE S02°35'05"W 241.94' TO THE POINT OF BEGINNING, CONTAINING 2.58 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LEGAL DESCRIPTION FOR FLOODWAY TO BE REZONED TO R-A:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°48'40"E 329.40' AND N87°22'29"W 598.64' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N87°22'29"W 63.15', THENCE S02°53'03"W 50.63', THENCE S87°04'23"W 56.30', THENCE S79°07'00"W 42.87', THENCE S75°29'54"W 51.83', THENCE S80°51'14"W 31.02', THENCE S80°48'04"W 19.80', THENCE N85°46'36"W 66.56', THENCE N79°00'48"W 67.69', THENCE N78°12'59"W 79.34', THENCE N78°53'47"W 74.05', THENCE N70°08'29"W 66.47', THENCE N67°24'41"W 67.68', THENCE N70°40'32"W 55.17', THENCE N74°59'32"W 1.50', THENCE N02°33'25"E 86.83', THENCE S81°47'25"E 20.11', THENCE S02°33'23"W 5.33', THENCE S81°47'25"E 59.62', THENCE S75°57'11"E 88.93', THENCE S69°58'52"E 144.45', THENCE N05°29'45"E 4.74', THENCE S68°40'31"E 26.95', THENCE S74°26'27"E 26.48', THENCE S78°40'59"E 36.42', THENCE S82°08'56"E 29.87', THENCE S83°41'25"E 19.49', THENCE N86°31'18"E 18.39', THENCE N74°35'50"E 19.13', THENCE N77°48'29"E 38.51', THENCE N78°54'46"E 47.87', THENCE N80°56'09"E 51.66', THENCE N86°21'26"E 32.71', THENCE S88°33'38"E 43.84', THENCE S81°37'11"E 38.86', THENCE S02°35'05"W 36.23' TO THE POINT OF BEGINNING, CONTAINING 1.51 ACRES, MORE OR LESS. SUBJECT TO ALL 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: October 13, 2025 Updated with results

SUBJECT: **RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363):** Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. The property is zoned R-A, RESIDENTIAL--AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL-AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0046**.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0046** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located approximately ½ mile west of I-49, just south of W. Mount Comfort Road. While the overall property contains approximately 8.41 acres, the applicant requests to rezone a portion of the property to R-A, Residential-Agricultural, and another portion of the property to RI-U, Residential-Intermediate, Urban. The property is located within the floodplain, floodway, and the streamside protection zone. 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	NC, Neighborhood Conservation
South	Mixed-Density Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
East	Single-Family Residential	R-A, Residential Agricultural; RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Undeveloped	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to rezone a portion of the subject property from RMF-24, Residential Multi-Family, 24 Units Per Acre, to R-A, Residential Agricultural, and another portion of the property from R-A, Residential Agricultural to RI-U, Residential Intermediate, Urban.

Public Comment: Staff has received public comment in opposition to this request, with primary concerns centered around traffic impacts, negative environmental impacts, and safety concerns for nearby families with children.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has no street frontage.

Water: Public water is available to the subject area. An existing 8-inch water main is present along N. Penelope Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along east side of the subject properties, and an existing 10-inch sewer main is present across the middle of the subject properties. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system adjacent to this property.

Drainage: A portion of the property lies within a FEMA Floodplain, there is a protected stream, and hydric soils are present in the area. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. 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 at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.

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 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 districts, RI-U, Residential Intermediate, Urban and R-A, Residential Agricultural require **15% and 25% minimum canopy preservation, respectively.** The current zoning districts, RMF-24, Residential Multi-Family, 24 Units per Acre and R-A, Residential-Agricultural require **20% and 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 and Natural 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.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3-5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Insert fire information here)
- Near Sewer Main (8" and 10" adjacent to the property)
- Near Water Main (8" along Penelope Ln)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Hamestring Creek 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 that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4 acres of an 8-acre parcel, which is currently split-zoned R-A (Residential-Agricultural) to the north and RMF-24 (Residential Multi-Family, 24 units/acre) to the south. Adjacent land uses include a recently developed single-family subdivision to the north, a cluster housing development zoned RI-U (Residential Intermediate–Urban)**

to the east, and a two-family residential development to the south. While the request could support a broader range of housing types consistent with nearby development patterns, staff notes concerns related to the environmental constraints of the site. A significant portion of the property lies within the floodplain, with some areas located in the floodway. These conditions, along with limited street access, already restrict development potential and present challenges for future infrastructure and site design. The proposed upzoning to RI-U, which does not include a density cap, may allow the applicant to concentrate development in less environmentally sensitive portions of the site, potentially improving feasibility while aligning with broader housing goals. However, the lack of direct street frontage to the area proposed for rezoning could pose access and connectivity issues, which may impact future development outcomes. Overall, the request presents both opportunities and challenges. While the rezoning could provide flexibility for compatible residential development, the site's environmental constraints and access limitations will need to be carefully considered as part of any future development plan. The property also has a high level of zoning entitlement on the southern portion of the property. On the balance of considerations, staff recommends denial of this request.

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area, though inconsistent with the portion of the property that is designated as a "Natural" area. The applicant's decision to downzone a portion of the RMF-24 area to R-A indicates an attempt to acknowledge some portion of the ecologically sensitive areas on the property, but leaving a portion of the property as R-A rather than rezoning to RI-U would be more in line with the intent of the "Natural Area" designation. Given the future land use classification of this portion of the site, staff would recommend denial of the request to stay in line with that plan.**

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

Finding: **Staff finds there is insufficient justification to rezone the property from R-A to RI-U, though recognizes the existing entitlement on the southern half of the property that is being downzoned from RMF-24 to R-A. This limited exchange in density and land use allowance may make for a project that is more reflective of the floodplain requirements by avoiding development in the floodway entirely.**

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

Finding: **A rezoning from R-A to RI-U has the potential to increase traffic to this location, and could be to an appreciable degree, though there are limiting factors to the property. The property has a very limited amount of public street frontage, so fire access in the future could be challenging, and could limit the number of overall units that are provided. Further, the property is**

within the floodplain, which carries a set of additional design standards that could also naturally limit the amount of development on the property.

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 property has access to water and sewer, and any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer. There are known wet-weather issues in the adjacent sewer line. Fayetteville Public Schools 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 denial of RZN-2024-0046.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **October 13, 2025** ❒ **Tabled** ☒ **Forwarded** with a recommendation of approval. ❒ **Denied**

Motion: Payne

Second: McGetrick

Vote: 8-1-0 (Werner opposed)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.03 District R-A, Residential-Agricultural
  - §161.12 District RI-U, Residential Intermediate – Urban
  - §161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre
- One Mile Map
- Close-Up Map
- Current Land Use Map

- Future Land Use Map
- Request Letter

Additional public comment
Added exhibits from applicant

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. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.12 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.

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations

Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the

building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 8, 9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §6(Exh. E), 5-2-23)

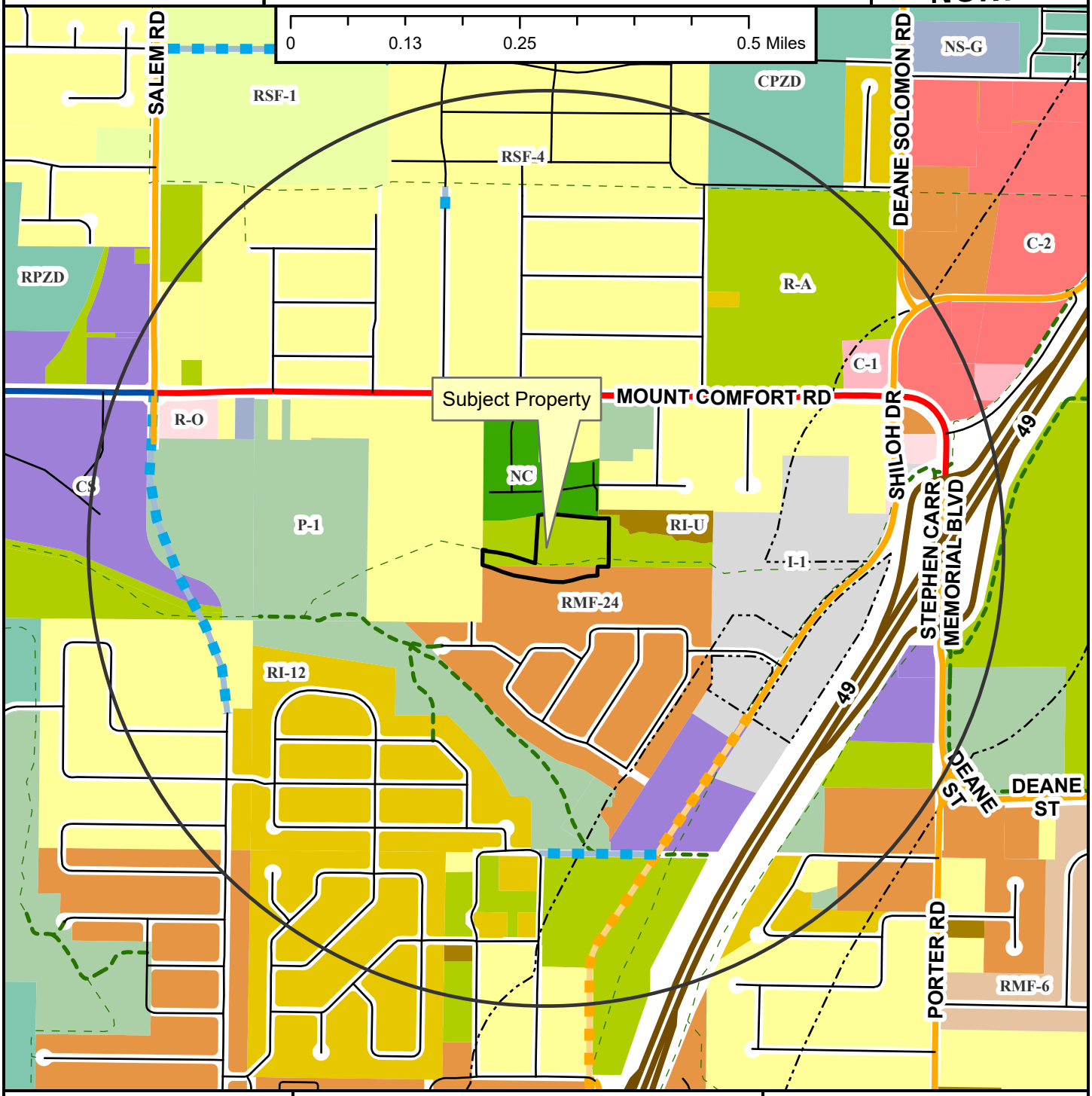
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RZN-2025-0046

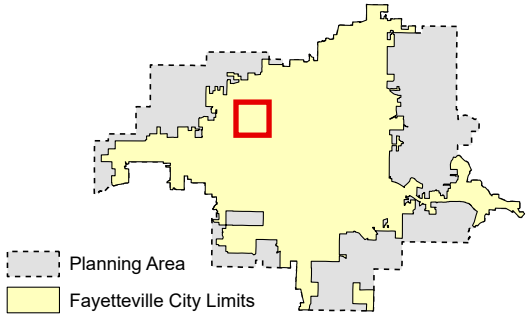
One Mile View

W MT COMFORT RD

NORTH



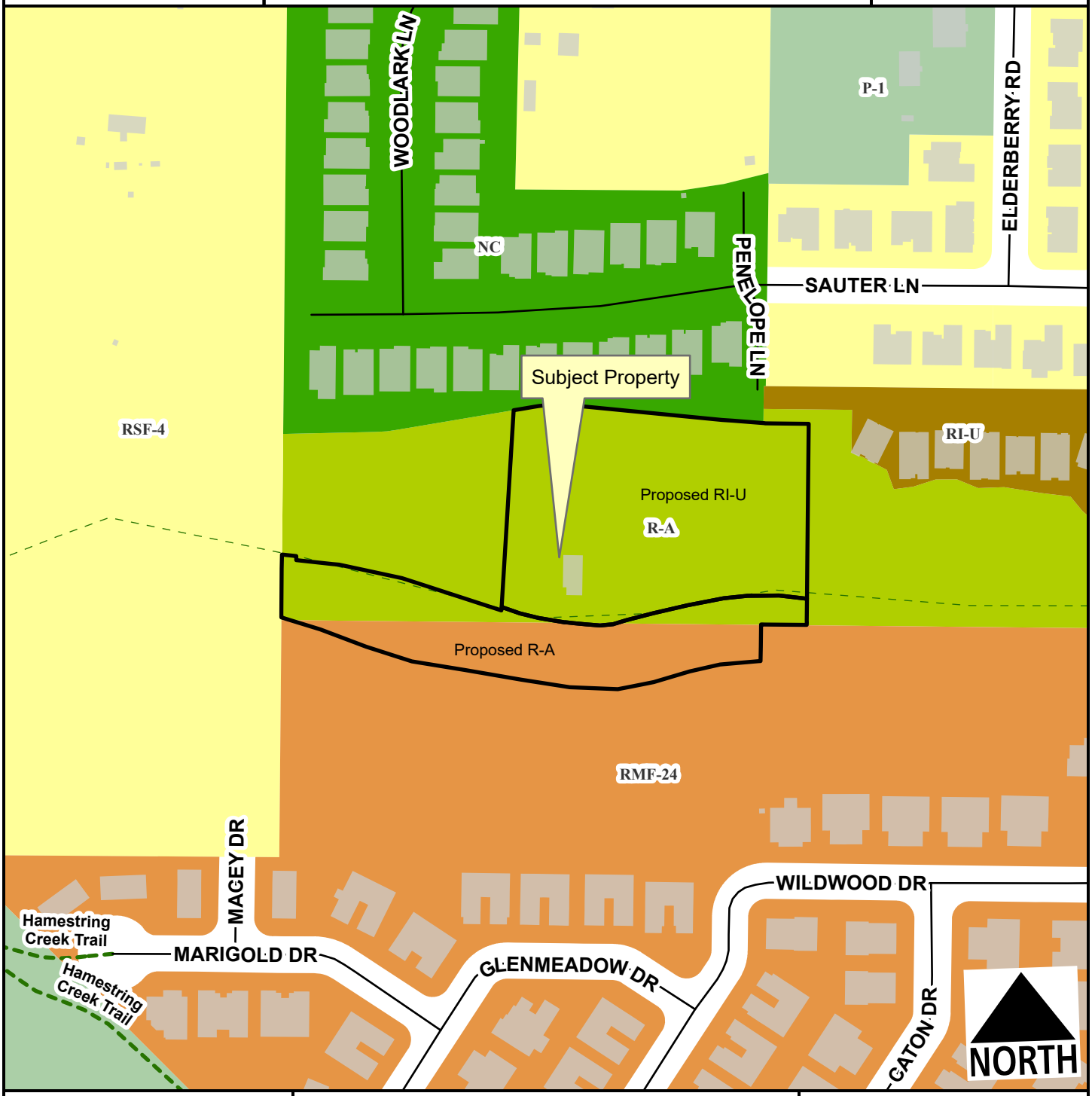
Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



RZN-2025-0046

Close Up View

W MT COMFORT RD



- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
R-A	3.2	1.5
RI-U	0.0	2.6
RMF-24	0.9	0.0
RSF-4	0.0	0.0

Total 4.1 ac

RZN-2025-0046

Current Land Use

W MT COMFORT RD

NORTH



- Regional Link
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

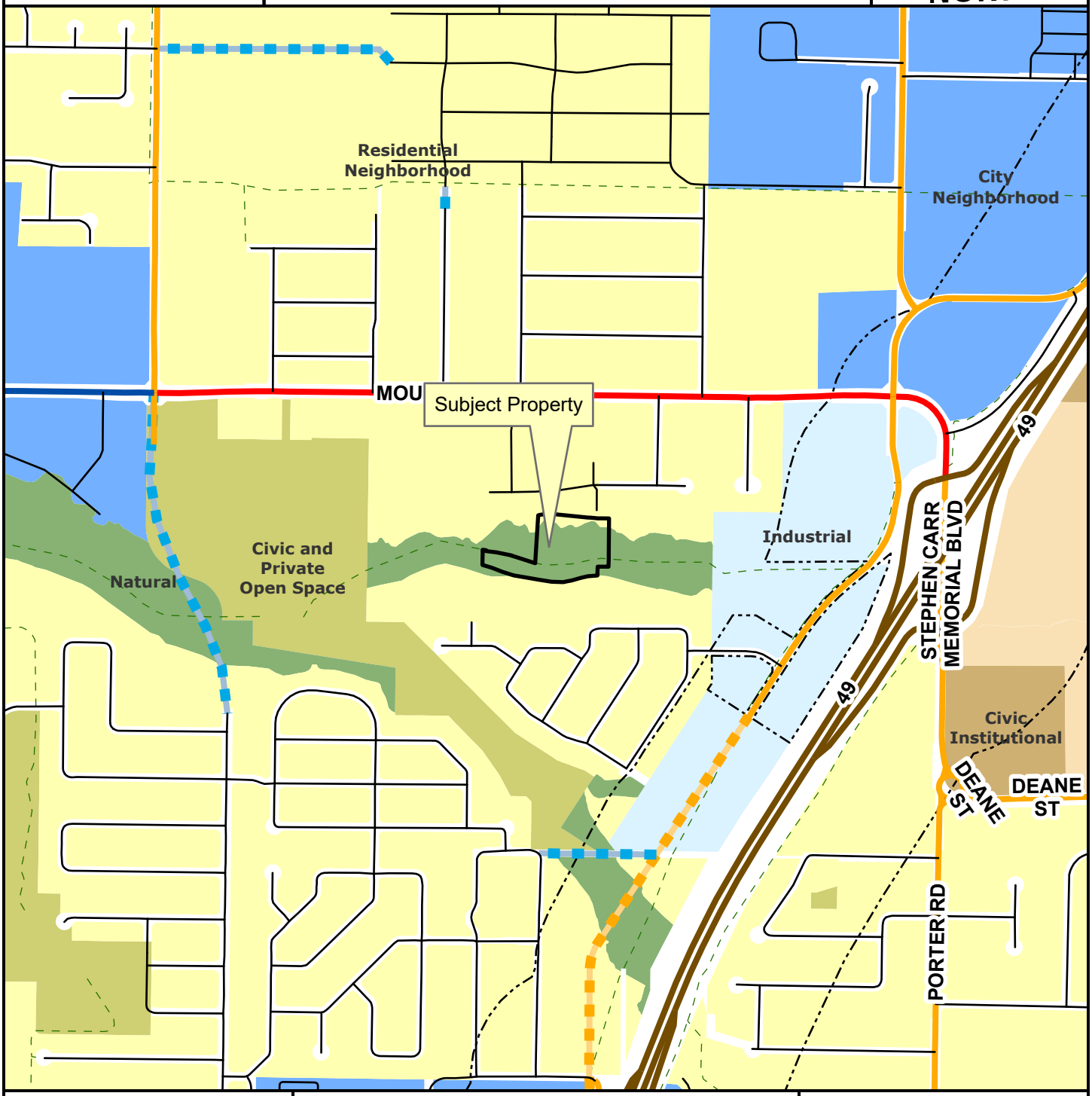
- 100-Year Floodplain
- Floodway

RZN-2025-0046

Future Land Use

W MT COMFORT RD

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
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

Public Comment

From: Todd Hays <haystodd1@gmail.com>
Sent: Thursday, October 9, 2025 8:54 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Concern Regarding Proposed Rezoning and Development Behind Westview Meadows

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.

Good morning,

It has come to our attention that there is an upcoming meeting regarding the potential rezoning and development of the property located directly behind the Westview Meadows subdivision. We are original homeowners in this neighborhood and were among the first residents to move in.

We are very concerned that development of the land behind our subdivision would have a detrimental impact on our community. Since Westview Meadows was completed, we've observed that a large portion of the homes have been purchased by investors and are now used as rental properties. One neighboring home operates as a VRBO, with transient occupants rotating through on a weekly basis. Other rental properties often house multiple unrelated tenants, resulting in significant congestion, excessive street parking, and overall safety concerns.

Despite multiple complaints to both the POA board and the Fayetteville Police Department, the situation has not improved. Introducing additional development in such a limited area will only worsen these issues—particularly with increased traffic, parking challenges, and neighborhood safety risks.

For these reasons, we are strongly opposed to any rezoning or new development in the area adjacent to Westview Meadows.

Thank you for your time and consideration.

Sincerely,

Todd and Kim Hays
2946 West Sauter Lane
Fayetteville, AR. 72701
Mobile: 479-236-6405
Home: 479-935-4214
haystodd1@gmail.com

October 8, 2025

Dear Ms. Masters and Members of the Fayetteville Planning Commission,

My name is Chesley Hart Whiteside, homeowner at 2959 W. Sauter Lane, within the Westview Meadows Property Owners Association (POA).
I am writing to formally and respectfully oppose Rezoning Case RZN-2025-0046, proposed by Bates & Associates, Inc. on behalf of the Juanita & Jack Henbest Revocable Trust, concerning approximately 4.09 acres at 2097 N. Penelope Lane.

This request should be denied in its entirety. It fails to meet the Planning Commission's mandate that rezonings must be *"compatible and harmonious with surrounding land uses and future land uses."* It also undermines Fayetteville's environmental commitments, compromises neighborhood safety, and erodes the very character and trust that this city has long worked to preserve.

1. The Applicant's Basis for Its Rezoning Claim Is Inherently Against Public Policy

The proponents assert that the rezoning *"is consistent with adjacent land uses, supports the established urban development pattern, provides a compatible transition between existing zoning districts, ensures responsible land use management, aligns with the City's planning goals, and will not adversely impact neighboring properties."*

Each of those claims is contradicted by the record:

- **Not Consistent:** The parcel being up-zoned to RI-U lies within 1% and 0.2% Annual Chance Flood Hazard areas and the Regulatory Floodway, as shown in the applicant's own exhibit (City of Fayetteville GIS, Created 9/17/2025). No adjacent property within that corridor carries urban zoning. Urbanizing a floodway is not consistent — it's dangerous and out of step with City and FEMA policy.
- **Not a Transition:** A "compatible transition" requires a gradual scaling of densities. This proposal places high-density zoning directly against single-family homes and a protected creek corridor. That is not transition — it is encroachment.
- **Not Responsible Land Use Management:** The applicant's "down-zoning" of floodway land to R-A is misleading. Those areas are already undevelopable by law. The gesture is cosmetic and does not offset the intensity increase along the residential boundary.
- **Not Compatible and Harmonious:** The Planning Commission's goal is to ensure rezonings remain *"compatible and harmonious with surrounding and future land uses."* Introducing RI-U density, construction traffic, and lighting into a quiet single-family neighborhood violates that standard in every measurable way — use, scale, safety, and environmental integrity.
- **Not Environmentally Sensitive:** The claim that this rezoning "ensures sensitive environmental areas are preserved" is untrue. The developer's own map confirms that the area includes floodway and wetland designations. No hydrology or habitat assessments have been submitted to validate their statement (at least at this time).

2. Endangered Species and Federal Habitat Protections

According to the U.S. Fish & Wildlife Service IPaC Official Species List generated for the project area:

"The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of the proposed project and/or may be affected by the proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under Section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.)."

The IPaC list identifies the following species as potentially present or affected within the project boundary:

- **Gray Bat (*Myotis grisescens*) — Endangered**
- **Indiana Bat (*Myotis sodalis*) — Endangered**
- **Northern Long-eared Bat (*Myotis septentrionalis*) — Endangered**
- **Tricolored Bat (*Perimyotis subflavus*) — Proposed Endangered**
- **Eastern Black Rail (*Laterallus jamaicensis jamaicensis*) — Threatened**
- **Piping Plover (*Charadrius melodus*) — Threatened**
- **Rufa Red Knot (*Calidris canutus rufa*) — Threatened**
- **Alligator Snapping Turtle (*Macrochelys temminckii*) — Proposed Threatened**
- **Monarch Butterfly (*Danaus plexippus plexippus*) — Proposed for Listing**

The same report identifies that bald and golden eagles, seventeen species of migratory birds, and wetlands are also present or may be impacted by development within this boundary.

All of these species depend on forested riparian corridors, wetlands, and floodplain habitats identical to those behind Westview Meadows. Any alteration of canopy, light, noise, or hydrology within this corridor would degrade those habitats and risk violations of the Endangered Species Act and Migratory Bird Treaty Act.

To my knowledge, the applicant has not initiated Section 7 consultation with the U.S. Fish & Wildlife Service as possibly required under Federal law. Proceeding without that review would potentially place Fayetteville in procedural conflict with the ESA and expose both the City and the developer to legal risk.

3. Environmental, Floodplain, and Infrastructure Failures

The parcel's location within a Regulatory Floodway and 1% Flood Hazard Zone makes it unfit for high-density development. Increasing impervious surfaces will heighten runoff, erode the creek, and overburden the Westview Meadows retention pond—infrastructure engineered only for current capacity. In addition, the Westview Meadows POA has stated that on our retention pond side, the land cannot be developed. On the side of the property with the Cottages, the POA owns that land nearly all the way to the creek and is partially protected as a nature reserve. Approving an urban development in between these two areas of land would destroy the current ecological

system, the aesthetics for the current residents, and place undue harm and an undue burden on the neighborhood.

To my knowledge, no hydrology, drainage, or traffic impact studies have been produced, despite the site's clear environmental sensitivity. Approving rezoning under these conditions contradicts UDC §166.04 (Stormwater Management) and the City's MS4 permit obligations.

4. Child Safety, Traffic, and Construction Hazards

Westview Meadows is a family-oriented neighborhood. Children walk, ride bikes, and play outside daily along Sauter Lane and Penelope Lane — streets that currently lack continuous sidewalks or traffic-calming devices.

Adding a new road, construction equipment, and increased vehicle trips during and after development will significantly raise risks to children's safety. Heavy machinery, debris, and limited sight lines pose a constant hazard. Post-construction, the permanent increase in cars and population density will degrade walkability, increase congestion, and diminish the neighborhood's peace and safety.

5. Aesthetic and Character Degradation

The defining aesthetic of Westview Meadows lies in its open green spaces, tree lines, and natural creek buffer. These features are not decorative — they are part of the neighborhood's identity, and the reason residents chose to live here. In addition, several residents were told by the current landowner that the area in question would more than likely not be developed in any way due to its current layout, and restrictions.

Replacing those natural views with dense units, pavement, and artificial lighting will permanently damage the visual harmony and ecological beauty of the area. The result will be an urbanized pocket wedged into a residential zone — fundamentally incompatible and disharmonious with the surrounding environment.

6. Community Impact and Stewardship

I was born and raised in Fayetteville. The values that define this city — environmental stewardship, thoughtful growth, and community balance — are values I was raised with. I built my own home here at 2959 W. Sauter Lane because I believe in Fayetteville's vision of a city that grows responsibly, respects nature, and honors the families who live here.

Westview Meadows represents that vision: a place where open space, safety, and community coexist. The proposed rezoning would undermine that legacy. It would replace green buffers with asphalt, peace with noise, and safety with risk. More importantly, it would erode the public's trust in Fayetteville's planning process — trust that has been built over decades of responsible, balanced development.

7. Procedural and Transparency Deficiencies

Despite the scope and sensitivity of this rezoning, no site plan, hydrology study, drainage analysis, or traffic report has been shared with the public. Without those, neither residents nor the Commission can meaningfully assess impacts. Moving forward under such incomplete information would violate basic due process and the City's obligation to conduct transparent, data-driven planning.

8. Conflict with City and Mayoral Growth Principles

Mayor **Molly Rawn** has stated that Fayetteville's path forward depends on *responsible, transparent growth that respects environmental systems and infrastructure limits.* This proposal achieves none of those goals. It prioritizes density over safety, expedience over stewardship, and private gain over the public good.

9. Conclusion

Rezoning Case **RZN-2025-0046** fails every applicable criterion. It is not *compatible* with surrounding land uses, not *harmonious* with neighborhood character, not *safe* for residents and children, not *environmentally sound*, and not *truthfully represented.*

The applicant's claims of "logical growth" and "preserving sensitive areas" are contradicted by their own evidence — floodway encroachment, habitat destruction, traffic risk, and procedural omission.

For these reasons, and consistent with the **City of Fayetteville's Plan 2040** and the Planning Commission's duty to ensure growth remains **compatible, harmonious, and safe**, I respectfully urge the **Commission to deny Rezoning RZN-2025-0046 in full.**

Please confirm receipt of this letter and enter it into the official record for the **October 13, 2025,** hearing.

Sincerely,
Chesley Hart Whiteside
2959 W. Sauter Lane
Fayetteville, AR 72704
479-305-4360

October 9, 2025

To: Ms. Jessie Masters, Planning Staff, and Members of the Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Subject: Supplemental Letter of Opposition and Request for Clarification (Please include this supplemental letter with my original letter sent on October 8, 2025) – *Wildwood Townhomes Rezoning Proposal (W. Sauter Lane / N. Penelope Lane)*

Dear Planning Staff and Commissioners,

My name is Chesley Hart Whiteside, and I am a homeowner at 2959 W. Sauter Lane, immediately adjacent to the area proposed for rezoning under the Wildwood Townhomes Development. My property sits directly along the project's boundary, and my home would be among the most immediately affected by any change in use intensity. After reviewing the applicant's materials submitted by Bates & Associates on behalf of the Henbest Revocable Trust, I respectfully submit the following supplemental comments and questions for the Commission's consideration.

1. Scope and Zoning Clarity

The project documentation references approximately 8.41 total acres across three parcels (765-13627-000, 765-13625-001, and 765-13626-000). However, the rezoning request only addresses 4.09 acres—2.58 acres to RI-U and 1.51 acres to R-A (floodway).
It remains unclear what zoning designation or intended use applies to the remaining 4.3 acres. Residents deserve clarity on whether that area will retain existing Neighborhood Commercial (NC) zoning or be subject to future rezoning phases.

2. Neighborhood Character and Lot Compatibility

The proposed RI-U zoning would allow multi-unit townhome structures and denser lots directly behind homes on W. Sauter Lane. These parcels would have drastically reduced lot widths and setbacks, fundamentally altering the low-intensity, neighborhood-scale character that NC zoning was meant to preserve.

This is not a compatible extension of the neighborhood—it is a dense, high-turnover enclave inserted into a corridor designed for small-scale, low-traffic, mixed-use living. The proposed two-story townhomes would hover over existing single-story homes, introducing privacy and visual intrusions and eliminating the green buffers that define the area today.

While the applicant asserts that RI-U provides a "compatible transition," it does not. NC zoning already serves that transitional function; replacing it with RI-U would leapfrog the City's zoning hierarchy and erode the very compatibility that NC was designed to protect.

3. Rebuttal to Developer's Comparisons

The applicant will likely point to the previously approved RI-U area nearby as precedent. However, this comparison is misleading and contextually inaccurate:

- The existing RI-U pocket is located off a main roadway in a contained cul-de-sac, not directly abutting homes.
- The proposed site connects directly to W. Sauter and N. Penelope Lanes—narrow residential streets with no sidewalks, limited visibility, and insufficient capacity for multifamily traffic volumes.
- The proposed site poses significant safety risks to current Westview Meadows residents due to increased traffic, construction activity, and other unknown factors.
- The existing RI-U development is buffered by topography and distance; this proposal shares property lines with existing homes and offers no transition zone.
- This parcel also borders a floodway, compounding storm-water and safety concerns.

Although both may bear an RI-U label, they differ dramatically in scale, infrastructure, and adjacency. This site is simply not appropriate for that level of density or traffic load.

4. Zoning Context Along W. Sauter Lane

My property and the surrounding area are zoned Neighborhood Commercial (NC)—a low intensity, neighborhood-serving zone intended to support small offices, live/work spaces, or limited residential use. NC zoning provides a buffer between purely residential neighborhoods and higher-density commercial or multi-family districts. The intent behind NC is clearly residential purposes with low intensity and density.

That designation reflects the City's intent for this corridor to remain walkable, calm, and neighborhood-oriented, not to accommodate multi-unit rental clusters or the traffic volumes of RIU zoning. Allowing RI-U here would directly undermine the purpose of NC zoning and introduce urban density incompatible with the surrounding built environment.

5. Traffic, Infrastructure, and Safety Impact

Of all potential impacts, the most immediate and measurable threat to neighborhood livability comes from traffic and safety. W. Sauter Lane and N. Penelope Lane were never designed for multi-family volumes—they are narrow, two-lane neighborhood roads with no continuous sidewalks, minimal shoulders, and direct residential driveways on both sides.

Introducing a 24-unit RI-U project would conservatively add 150–200 additional daily vehicle trips, including delivery, rideshare, and service vehicles. This area is already heavily impacted by traffic due to its proximity to Mount Comfort Road, and a new apartment complex currently under construction nearby is expected to worsen congestion. Approving additional RI-U density here would exacerbate existing hazards without addressing known deficiencies.

This level of activity would:

- Overburden the Sauter–Penelope intersection, which lacks turn lanes or signalization;
- Create unsafe conditions for pedestrians and children, particularly near driveways and mailboxes;
- Restrict emergency vehicle access during peak hours due to parked cars and congestion; and
- Accelerate wear and tear on infrastructure not rated for dense traffic patterns.

Fayetteville's transportation and planning goals emphasize *complete streets, safe access, and context-sensitive infill.* This proposal violates all three principles by placing urban-intensity traffic on a local neighborhood roadway that was never designed to sustain it.

6. Potential Short-Term Rentals and Turnover

RI-U zoning allows short-term rentals (STRs) through Conditional Use Permits. This opens the door for a high-turnover, transient lodging complex rather than stable, long-term housing.NC zoning restricts such use specifically to maintain neighborhood stability and safety. Replacing NC with RI-U would remove those safeguards and effectively convert a quiet residential corridor into a transient rental zone, undermining community trust, safety, and the property values of long-term residents.

7. Floodway and Drainage Concerns

While rezoning 1.51 acres to R-A preserves the floodway, the project's proximity raises serious concerns about storm-water runoff, erosion, and drainage. Increased impervious surfaces from multi-unit construction would channel water toward existing homes. A comprehensive hydrologic and drainage study must be required prior to any rezoning consideration.

8. Comprehensive Plan Consistency

Fayetteville's City Plan 2040 calls for *context-sensitive infill* and *responsible land-use management.* This rezoning does neither. The area already fulfills its transitional role through NC zoning. Increasing density without corresponding upgrades to street, drainage, or pedestrian infrastructure would contradict City Plan 2040's goals for balanced, infrastructure-supported growth.

Requested Clarifications and Conditions

Before any approval, I respectfully ask the Commission and Planning Staff to clarify or condition the following:

1. What zoning remains for the unaddressed 4.3 acres?

2. Will the applicant be required to complete traffic-impact, drainage studies, and environmental impact studies?

3. Will there be height, setback, and screening requirements to protect the existing NC corridor?
4. Will short-term rental eligibility be limited or prohibited?
5. Does the City find this rezoning consistent with the true intent of the City Plan 2040?

Closing

The Wildwood Townhomes proposal represents a dramatic and incompatible increase in density, traffic, safety risks, and transient activity within a corridor intentionally zoned for low intensity, neighborhood-serving uses. RI-U zoning is not appropriate for this area and would set a harmful precedent for future infill development on streets unequipped for such demand.

I respectfully urge the Planning Commission to deny the requested rezoning, or at minimum, defer the case until comprehensive traffic, drainage impact studies, and environmental impacts are completed and publicly reviewed.

Thank you for your time and consideration, and for including this letter in the official public record for this rezoning case.

Respectfully,
Chesley Hart Whiteside
Homeowner, 2959 W. Sauter Lane Fayetteville,
AR 72704

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

September 17th, 2025

Planning Staff
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Wildwood Townhomes Development Rezoning

Dear Planning Staff,

On behalf of the Henbest, Juanita & Jack Revocable Trust, Bates & Associates, Inc. respectfully submits this request for rezoning of the property located south of the intersection of West Sauter Lane and North Penelope Lane. The property includes Washington County Parcels 765-13627-000, 765-13625-001, and 765-13626-000, totaling approximately 8.41 acres.

The rezoning request is as follows:

- 2.58 acres of the site to be rezoned to RI-U
- 1.51 acres (a portion of Parcel 765-13627-000) to be rezoned from RMF-24 to R-A, as this area falls within the designated floodway.

Currently, Parcel 765-13627-000 is split-zoned between R-A and RMF-24. This request seeks to unify zoning by extending RI-U across Parcels 765-13625-001 and 765-13626-000 and ensuring the floodway area remains zoned R-A to prevent residential development within those bounds.

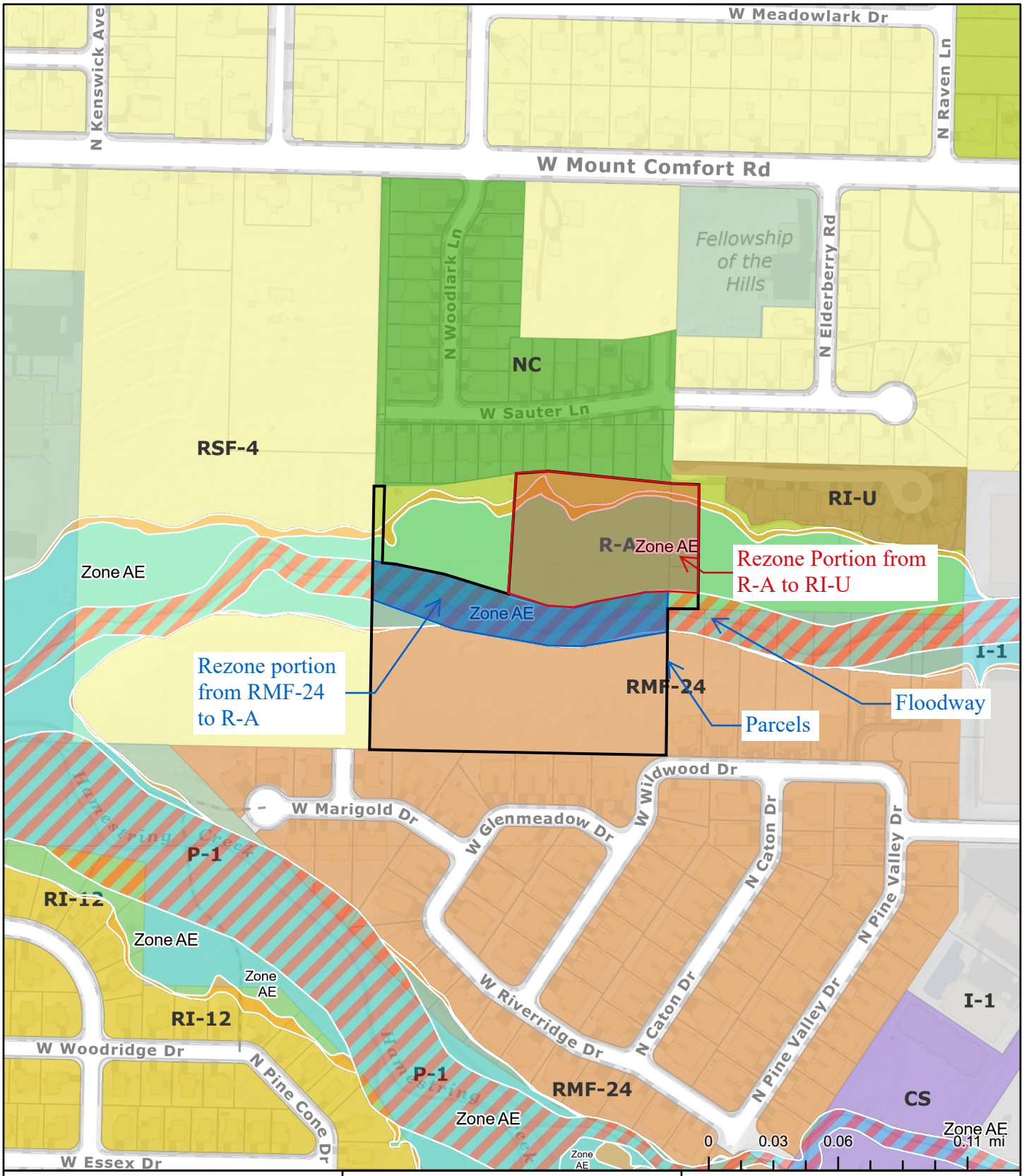
The subject property is surrounded by zoning districts including RMF-2, RI-U, NC, and RSF-4. The proposed rezoning to RI-U and R-A is consistent with these adjacent land uses, supports the established urban development pattern of the area, and provides a compatible transition between existing zoning districts. Rezoning the floodway portion to R-A further ensures responsible land use management. This request is also in alignment with the City's planning goals and will not adversely impact neighboring properties. Rather, it supports logical growth while ensuring sensitive environmental areas are preserved.

An exhibit on the following page illustrates the current zoning classifications of both the subject property and the surrounding parcels.

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



Exhibit

Fayetteville, AR

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

Created: 9/17/2025
Credits: City of Fayetteville, AR
Map Author:

Public Comment

From: Todd Hays <haystodd1@gmail.com>
Sent: Thursday, October 9, 2025 8:54 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Concern Regarding Proposed Rezoning and Development Behind Westview Meadows

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.

Good morning,

It has come to our attention that there is an upcoming meeting regarding the potential rezoning and development of the property located directly behind the Westview Meadows subdivision. We are original homeowners in this neighborhood and were among the first residents to move in.

We are very concerned that development of the land behind our subdivision would have a detrimental impact on our community. Since Westview Meadows was completed, we've observed that a large portion of the homes have been purchased by investors and are now used as rental properties. One neighboring home operates as a VRBO, with transient occupants rotating through on a weekly basis. Other rental properties often house multiple unrelated tenants, resulting in significant congestion, excessive street parking, and overall safety concerns.

Despite multiple complaints to both the POA board and the Fayetteville Police Department, the situation has not improved. Introducing additional development in such a limited area will only worsen these issues—particularly with increased traffic, parking challenges, and neighborhood safety risks.

For these reasons, we are strongly opposed to any rezoning or new development in the area adjacent to Westview Meadows.

Thank you for your time and consideration.

Sincerely,

Todd and Kim Hays
2946 West Sauter Lane
Fayetteville, AR. 72701
Mobile: 479-236-6405
Home: 479-935-4214
haystodd1@gmail.com

October 8, 2025

Dear Ms. Masters and Members of the Fayetteville Planning Commission,

My name is Chesley Hart Whiteside, homeowner at 2959 W. Sauter Lane, within the Westview Meadows Property Owners Association (POA).
I am writing to formally and respectfully oppose Rezoning Case RZN-2025-0046, proposed by Bates & Associates, Inc. on behalf of the Juanita & Jack Henbest Revocable Trust, concerning approximately 4.09 acres at 2097 N. Penelope Lane.

This request should be denied in its entirety. It fails to meet the Planning Commission's mandate that rezonings must be *"compatible and harmonious with surrounding land uses and future land uses."* It also undermines Fayetteville's environmental commitments, compromises neighborhood safety, and erodes the very character and trust that this city has long worked to preserve.

1. The Applicant's Basis for Its Rezoning Claim Is Inherently Against Public Policy

The proponents assert that the rezoning *"is consistent with adjacent land uses, supports the established urban development pattern, provides a compatible transition between existing zoning districts, ensures responsible land use management, aligns with the City's planning goals, and will not adversely impact neighboring properties."*

Each of those claims is contradicted by the record:

- **Not Consistent:** The parcel being up-zoned to RI-U lies within 1% and 0.2% Annual Chance Flood Hazard areas and the Regulatory Floodway, as shown in the applicant's own exhibit (City of Fayetteville GIS, Created 9/17/2025). No adjacent property within that corridor carries urban zoning. Urbanizing a floodway is not consistent — it's dangerous and out of step with City and FEMA policy.
- **Not a Transition:** A "compatible transition" requires a gradual scaling of densities. This proposal places high-density zoning directly against single-family homes and a protected creek corridor. That is not transition — it is encroachment.
- **Not Responsible Land Use Management:** The applicant's "down-zoning" of floodway land to R-A is misleading. Those areas are already undevelopable by law. The gesture is cosmetic and does not offset the intensity increase along the residential boundary.
- **Not Compatible and Harmonious:** The Planning Commission's goal is to ensure rezonings remain *"compatible and harmonious with surrounding and future land uses."* Introducing RI-U density, construction traffic, and lighting into a quiet single-family neighborhood violates that standard in every measurable way — use, scale, safety, and environmental integrity.
- **Not Environmentally Sensitive:** The claim that this rezoning "ensures sensitive environmental areas are preserved" is untrue. The developer's own map confirms that the area includes floodway and wetland designations. No hydrology or habitat assessments have been submitted to validate their statement (at least at this time).

2. Endangered Species and Federal Habitat Protections

According to the U.S. Fish & Wildlife Service IPaC Official Species List generated for the project area:

"The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of the proposed project and/or may be affected by the proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under Section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.)."

The IPaC list identifies the following species as potentially present or affected within the project boundary:

- **Gray Bat (*Myotis grisescens*) — Endangered**
- **Indiana Bat (*Myotis sodalis*) — Endangered**
- **Northern Long-eared Bat (*Myotis septentrionalis*) — Endangered**
- **Tricolored Bat (*Perimyotis subflavus*) — Proposed Endangered**
- **Eastern Black Rail (*Laterallus jamaicensis jamaicensis*) — Threatened**
- **Piping Plover (*Charadrius melodus*) — Threatened**
- **Rufa Red Knot (*Calidris canutus rufa*) — Threatened**
- **Alligator Snapping Turtle (*Macrochelys temminckii*) — Proposed Threatened**
- **Monarch Butterfly (*Danaus plexippus plexippus*) — Proposed for Listing**

The same report identifies that bald and golden eagles, seventeen species of migratory birds, and wetlands are also present or may be impacted by development within this boundary.

All of these species depend on forested riparian corridors, wetlands, and floodplain habitats identical to those behind Westview Meadows. Any alteration of canopy, light, noise, or hydrology within this corridor would degrade those habitats and risk violations of the Endangered Species Act and Migratory Bird Treaty Act.

To my knowledge, the applicant has not initiated Section 7 consultation with the U.S. Fish & Wildlife Service as possibly required under Federal law. Proceeding without that review would potentially place Fayetteville in procedural conflict with the ESA and expose both the City and the developer to legal risk.

3. Environmental, Floodplain, and Infrastructure Failures

The parcel's location within a Regulatory Floodway and 1% Flood Hazard Zone makes it unfit for high-density development. Increasing impervious surfaces will heighten runoff, erode the creek, and overburden the Westview Meadows retention pond—infrastructure engineered only for current capacity. In addition, the Westview Meadows POA has stated that on our retention pond side, the land cannot be developed. On the side of the property with the Cottages, the POA owns that land nearly all the way to the creek and is partially protected as a nature reserve. Approving an urban development in between these two areas of land would destroy the current ecological

system, the aesthetics for the current residents, and place undue harm and an undue burden on the neighborhood.

To my knowledge, no hydrology, drainage, or traffic impact studies have been produced, despite the site's clear environmental sensitivity. Approving rezoning under these conditions contradicts UDC §166.04 (Stormwater Management) and the City's MS4 permit obligations.

4. Child Safety, Traffic, and Construction Hazards

Westview Meadows is a family-oriented neighborhood. Children walk, ride bikes, and play outside daily along Sauter Lane and Penelope Lane — streets that currently lack continuous sidewalks or traffic-calming devices.

Adding a new road, construction equipment, and increased vehicle trips during and after development will significantly raise risks to children's safety. Heavy machinery, debris, and limited sight lines pose a constant hazard. Post-construction, the permanent increase in cars and population density will degrade walkability, increase congestion, and diminish the neighborhood's peace and safety.

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The defining aesthetic of Westview Meadows lies in its open green spaces, tree lines, and natural creek buffer. These features are not decorative — they are part of the neighborhood's identity, and the reason residents chose to live here. In addition, several residents were told by the current landowner that the area in question would more than likely not be developed in any way due to its current layout, and restrictions.

Replacing those natural views with dense units, pavement, and artificial lighting will permanently damage the visual harmony and ecological beauty of the area. The result will be an urbanized pocket wedged into a residential zone — fundamentally incompatible and disharmonious with the surrounding environment.

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Westview Meadows represents that vision: a place where open space, safety, and community coexist. The proposed rezoning would undermine that legacy. It would replace green buffers with asphalt, peace with noise, and safety with risk. More importantly, it would erode the public's trust in Fayetteville's planning process — trust that has been built over decades of responsible, balanced development.

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Despite the scope and sensitivity of this rezoning, no site plan, hydrology study, drainage analysis, or traffic report has been shared with the public. Without those, neither residents nor the Commission can meaningfully assess impacts. Moving forward under such incomplete information would violate basic due process and the City's obligation to conduct transparent, data-driven planning.

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Mayor **Molly Rawn** has stated that Fayetteville's path forward depends on *responsible, transparent growth that respects environmental systems and infrastructure limits.* This proposal achieves none of those goals. It prioritizes density over safety, expedience over stewardship, and private gain over the public good.

9. Conclusion

Rezoning Case **RZN-2025-0046** fails every applicable criterion. It is not *compatible* with surrounding land uses, not *harmonious* with neighborhood character, not *safe* for residents and children, not *environmentally sound*, and not *truthfully represented.*

The applicant's claims of "logical growth" and "preserving sensitive areas" are contradicted by their own evidence — floodway encroachment, habitat destruction, traffic risk, and procedural omission.

For these reasons, and consistent with the **City of Fayetteville's Plan 2040** and the Planning Commission's duty to ensure growth remains **compatible, harmonious, and safe**, I respectfully urge the **Commission to deny Rezoning RZN-2025-0046 in full.**

Please confirm receipt of this letter and enter it into the official record for the **October 13, 2025,** hearing.

Sincerely,
Chesley Hart Whiteside
2959 W. Sauter Lane
Fayetteville, AR 72704
479-305-4360

October 9, 2025

To: Ms. Jessie Masters, Planning Staff, and Members of the Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Subject: Supplemental Letter of Opposition and Request for Clarification (Please include this supplemental letter with my original letter sent on October 8, 2025) – *Wildwood Townhomes Rezoning Proposal (W. Sauter Lane / N. Penelope Lane)*

Dear Planning Staff and Commissioners,

My name is Chesley Hart Whiteside, and I am a homeowner at 2959 W. Sauter Lane, immediately adjacent to the area proposed for rezoning under the Wildwood Townhomes Development. My property sits directly along the project's boundary, and my home would be among the most immediately affected by any change in use intensity. After reviewing the applicant's materials submitted by Bates & Associates on behalf of the Henbest Revocable Trust, I respectfully submit the following supplemental comments and questions for the Commission's consideration.

1. Scope and Zoning Clarity

The project documentation references approximately 8.41 total acres across three parcels (765-13627-000, 765-13625-001, and 765-13626-000). However, the rezoning request only addresses 4.09 acres—2.58 acres to RI-U and 1.51 acres to R-A (floodway).
It remains unclear what zoning designation or intended use applies to the remaining 4.3 acres. Residents deserve clarity on whether that area will retain existing Neighborhood Commercial (NC) zoning or be subject to future rezoning phases.

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The proposed RI-U zoning would allow multi-unit townhome structures and denser lots directly behind homes on W. Sauter Lane. These parcels would have drastically reduced lot widths and setbacks, fundamentally altering the low-intensity, neighborhood-scale character that NC zoning was meant to preserve.

This is not a compatible extension of the neighborhood—it is a dense, high-turnover enclave inserted into a corridor designed for small-scale, low-traffic, mixed-use living. The proposed two-story townhomes would hover over existing single-story homes, introducing privacy and visual intrusions and eliminating the green buffers that define the area today.

While the applicant asserts that RI-U provides a "compatible transition," it does not. NC zoning already serves that transitional function; replacing it with RI-U would leapfrog the City's zoning hierarchy and erode the very compatibility that NC was designed to protect.

3. Rebuttal to Developer's Comparisons

The applicant will likely point to the previously approved RI-U area nearby as precedent. However, this comparison is misleading and contextually inaccurate:

- The existing RI-U pocket is located off a main roadway in a contained cul-de-sac, not directly abutting homes.
- The proposed site connects directly to W. Sauter and N. Penelope Lanes—narrow residential streets with no sidewalks, limited visibility, and insufficient capacity for multifamily traffic volumes.
- The proposed site poses significant safety risks to current Westview Meadows residents due to increased traffic, construction activity, and other unknown factors.
- The existing RI-U development is buffered by topography and distance; this proposal shares property lines with existing homes and offers no transition zone.
- This parcel also borders a floodway, compounding storm-water and safety concerns.

Although both may bear an RI-U label, they differ dramatically in scale, infrastructure, and adjacency. This site is simply not appropriate for that level of density or traffic load.

4. Zoning Context Along W. Sauter Lane

My property and the surrounding area are zoned Neighborhood Commercial (NC)—a low intensity, neighborhood-serving zone intended to support small offices, live/work spaces, or limited residential use. NC zoning provides a buffer between purely residential neighborhoods and higher-density commercial or multi-family districts. The intent behind NC is clearly residential purposes with low intensity and density.

That designation reflects the City's intent for this corridor to remain walkable, calm, and neighborhood-oriented, not to accommodate multi-unit rental clusters or the traffic volumes of RIU zoning. Allowing RI-U here would directly undermine the purpose of NC zoning and introduce urban density incompatible with the surrounding built environment.

5. Traffic, Infrastructure, and Safety Impact

Of all potential impacts, the most immediate and measurable threat to neighborhood livability comes from traffic and safety. W. Sauter Lane and N. Penelope Lane were never designed for multi-family volumes—they are narrow, two-lane neighborhood roads with no continuous sidewalks, minimal shoulders, and direct residential driveways on both sides.

Introducing a 24-unit RI-U project would conservatively add 150–200 additional daily vehicle trips, including delivery, rideshare, and service vehicles. This area is already heavily impacted by traffic due to its proximity to Mount Comfort Road, and a new apartment complex currently under construction nearby is expected to worsen congestion. Approving additional RI-U density here would exacerbate existing hazards without addressing known deficiencies.

This level of activity would:

- Overburden the Sauter–Penelope intersection, which lacks turn lanes or signalization;
- Create unsafe conditions for pedestrians and children, particularly near driveways and mailboxes;
- Restrict emergency vehicle access during peak hours due to parked cars and congestion; and
- Accelerate wear and tear on infrastructure not rated for dense traffic patterns.

Fayetteville's transportation and planning goals emphasize *complete streets, safe access, and context-sensitive infill.* This proposal violates all three principles by placing urban-intensity traffic on a local neighborhood roadway that was never designed to sustain it.

6. Potential Short-Term Rentals and Turnover

RI-U zoning allows short-term rentals (STRs) through Conditional Use Permits. This opens the door for a high-turnover, transient lodging complex rather than stable, long-term housing.NC zoning restricts such use specifically to maintain neighborhood stability and safety. Replacing NC with RI-U would remove those safeguards and effectively convert a quiet residential corridor into a transient rental zone, undermining community trust, safety, and the property values of long-term residents.

7. Floodway and Drainage Concerns

While rezoning 1.51 acres to R-A preserves the floodway, the project's proximity raises serious concerns about storm-water runoff, erosion, and drainage. Increased impervious surfaces from multi-unit construction would channel water toward existing homes. A comprehensive hydrologic and drainage study must be required prior to any rezoning consideration.

8. Comprehensive Plan Consistency

Fayetteville's City Plan 2040 calls for *context-sensitive infill* and *responsible land-use management.* This rezoning does neither. The area already fulfills its transitional role through NC zoning. Increasing density without corresponding upgrades to street, drainage, or pedestrian infrastructure would contradict City Plan 2040's goals for balanced, infrastructure-supported growth.

Requested Clarifications and Conditions

Before any approval, I respectfully ask the Commission and Planning Staff to clarify or condition the following:

1. What zoning remains for the unaddressed 4.3 acres?

2. Will the applicant be required to complete traffic-impact, drainage studies, and environmental impact studies?

3. Will there be height, setback, and screening requirements to protect the existing NC corridor?
4. Will short-term rental eligibility be limited or prohibited?
5. Does the City find this rezoning consistent with the true intent of the City Plan 2040?

Closing

The Wildwood Townhomes proposal represents a dramatic and incompatible increase in density, traffic, safety risks, and transient activity within a corridor intentionally zoned for low intensity, neighborhood-serving uses. RI-U zoning is not appropriate for this area and would set a harmful precedent for future infill development on streets unequipped for such demand.

I respectfully urge the Planning Commission to deny the requested rezoning, or at minimum, defer the case until comprehensive traffic, drainage impact studies, and environmental impacts are completed and publicly reviewed.

Thank you for your time and consideration, and for including this letter in the official public record for this rezoning case.

Respectfully,
Chesley Hart Whiteside
Homeowner, 2959 W. Sauter Lane Fayetteville,
AR 72704

Public Comment
RZN-2025-0046

From: Kendra Powers <kpowers50@gmail.com>
Sent: Thursday, October 9, 2025 4:26 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Formal Objection to Rezoning RZN-2025-0046

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.

Jessie, I am co-owner of the property located at 2959 W. Sauter Lane, Fayetteville, AR. Please find attached my formal objection to the rezoning of the above property at 2097 N Penelope Lane. Please advise if you need any clarification from me or additional information.

Thank you for your time and assistance.

Dr. Kendra Powers

October 9, 2025

To: Ms. Jessie Masters, Planning Staff, and Members of the Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville*, AR 72701*

Subject: *Letter of Opposition – Wildwood Townhomes Rezoning (W. Sauter Lane / N. Penelope Lane) Rezoning RZN-2025-0046*

Dear Planning Staff and Commissioners,

My name is Dr. Kendra Powers, and I am a co-owner of the property at 2959 W. Sauter Lane, located directly adjacent to the site proposed for the *Wildwood Townhomes* rezoning.

I moved to Fayetteville several years ago to establish roots, build my professional practice, and open a female-owned business serving families and individuals throughout Northwest Arkansas. I chose Fayetteville for its strong sense of community, environmental awareness, and commitment to balanced, responsible growth. Those same values guided my decision to invest in this neighborhood — both personally and professionally — because I believe thoughtful development and environmental stewardship are essential to Fayetteville's identity.

Public Comment
RZN-2025-0046

Our property represents a long-term investment in the stability, safety, and sustainability of this city. The surrounding area is zoned Neighborhood Commercial (NC) — a district designed for low-intensity uses, such as small offices or neighborhood-scale residential, that complement rather than overwhelm nearby homes. The proposed RI-U rezoning would contradict that intent, introducing high-density, two-story townhomes with reduced setbacks on lots directly behind existing single-family properties.

This type of development is not compatible with the character, infrastructure, or environmental realities of the area.

Traffic, Safety, and Environmental Impact

W. Sauter Lane and N. Penelope Lane are two-lane neighborhood streets with no sidewalks, no turn lanes, and limited sight lines. A 24-unit RI-U development would inject 150–200 new daily vehicle trips onto streets already strained by traffic from nearby projects along Mount Comfort Road. That level of activity would:

- Overburden the Sauter–Penelope intersection, which lacks traffic controls;
- Create unsafe conditions for pedestrians, children, and cyclists in a corridor without sidewalks;
- Restrict emergency vehicle access and increase congestion from parked cars and deliveries; and
- Accelerate wear on infrastructure not designed for multi-family density.

Equally important are the environmental consequences of this proposed upzoning. The site borders a designated floodway, and converting natural green space into impervious surfaces—rooftops, parking, and paved driveways—will increase stormwater runoff and erosion toward existing residential lots. Without a comprehensive hydrologic and environmental impact study, there is no assurance that drainage patterns, tree canopy, and groundwater quality will be protected.

Fayetteville's own City Plan 2040 emphasizes *context-sensitive infill* and *environmental responsibility*. This project, as proposed, would do the opposite: it would intensify development at the expense of ecological balance, neighborhood safety, and sustainable infrastructure.

Preserving Community and Investment

As a local business owner and resident, I strongly believe in responsible growth—growth that supports Fayetteville's economy while preserving the character and livability that make this city unique. My business success and personal investment are both tied to the

city's reputation as a safe, sustainable, and community-driven place to live and work. Introducing high-density zoning in this location would erode that identity, replacing neighborhood cohesion with transient turnover and infrastructure strain.

For these reasons, I respectfully urge the Planning Commission to deny the rezoning request for the Wildwood Townhomes project, or at minimum defer the case until comprehensive traffic, drainage, and environmental impact studies are completed and publicly reviewed.

Thank you for your time, for your commitment to balanced growth, and for including this letter in the official public record.

Respectfully,
Dr. Kendra Powers
Co-Owner, 2959 W. Sauter Lane
Fayetteville, AR 72704

From: Swope, Heather <Heather.Swope@tyson.com>
Sent: Friday, October 10, 2025 12:01 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RZN-2025-0046 (W MT COMFORT RD) rezoning

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.

Good afternoon.

I live at 2947 W Sauter Lane in Fayetteville and I'm writing you to voice my concerns about rezoning part of my neighborhood. I will not be able to attend Monday's meeting because my son has a football game in Bentonville.

My house backs up to a beautiful piece of land that is the home to several deer families and multiple red foxes and this is the property that is being rezoned for rentals. Rezoning this property will push the wildlife out of their homes. I've lived in Fayetteville for 50 years. I was born at the old Washington Regional, and I have always been proud of Fayetteville being the "tree huggers" of the area. I can remember when a lady lived in a tree where Target and Kohl's now stand in protest because trees were being cut down. I love how much we love

the earth and all the beautiful things we share with it. I would hate to see this area destroyed so someone can turn a profit.

Wildlife isn't my biggest concern. My biggest concern is safety. Currently with the rental property in our neighborhood there is so much traffic and cars parked up and down the street adding to this would create safety issues. There are so many families with small children, and it is not safe for them to ride bikes, take walks or play in the front yard because of the number of cars already present. This neighborhood was the perfect place for first time homeowners with small children and rezoning and adding additional traffic and cars will be detrimental to our little community. We have multiple wreck each year I've lived here of cars trying to turn into our neighborhood off Porter Road. There was even a fatality!!! A person died because he was hit from behind trying to turn into our neighborhood. We do not need to cram more people into this small area and create more traffic. It is a definite safety concern.

Please consider not rezoning the property adjacent to my house.

Thank you,

Heather Swope

Heather Swope, Poultry RGM

Tyson Foods

We feed the world like family.

Tyson Foods
2200 W. Don Tyson Parkway,
Springdale, AR 72762
Phone: 479-263-1983

heather.swope@tyson.com

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From: Jenny Rives <jpierce26@gmail.com>
Sent: Saturday, October 11, 2025 2:45 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Concern Regarding Proposed Development on Rural Land

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 Jessie,

I hope this message finds you well.

I am writing to express my concerns regarding the proposed housing development on rural land in the Westview Meadows subdivision currently under review by the City Development Review Board. As a resident who values both responsible growth and the preservation of our local environment, I believe this project warrants careful reconsideration.

The area in question is home to a wide variety of wildlife, including deer, foxes, armadillos, frogs, and many other species that rely on that habitat to survive. This land serves as a critical refuge for these animals, and developing it for housing could lead to the displacement—or worse, the loss—of native species that have lived there undisturbed for generations.

Just today I was driving down MLK and saw a buck dodging cars on the road and trying to reach safety. I would hate for that to happen in our area.

While I understand the need for new housing, I urge the board to consider the environmental cost of this development. Once these natural spaces are gone, they cannot be reclaimed. There may be alternative locations for housing that would have a lesser impact on local ecosystems and biodiversity.

Public Comment
RZN-2025-0046

I appreciate the difficult balance your department must strike between development and preservation, and I hope that this concern will be taken into account as the project moves forward. I would welcome the opportunity to stay informed or be involved in any public discussions related to this decision.

Thank you for your time and attention.

Sincerely,
Jenny Rives
2973 West Sauter Lane, Fayetteville, AR 72704 918-269-4964

From: Derek Jackson <dljackson726@gmail.com>
Sent: Sunday, October 12, 2025 10:20 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Rezoning Request RZN-2025-0046 (2097 N. Penelope Lane – Henbest Trust Property)

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 Commissioner,

We are the owners of 2953 W. Sauter Lane, which directly abuts the subject property at 2097 N. Penelope Lane.

We respectfully oppose Rezoning Request RZN-2025-0046, submitted by Bates & Associates on behalf of the Henbest Trust, to upzone approximately 4.09 acres from R-A (Residential Agricultural) to RMF-24 (Residential Multi-Family, 24 units per acre).

Our opposition is based on substantial concerns regarding land use compatibility, infrastructure capacity, and environmental impacts. We urge the Commission to consider whether this proposal meets the city's standards and goals for safe, sustainable development.

Land Use Compatibility & Neighborhood Context

The proposed rezoning would allow a significant intensification of use immediately adjacent to an established single-family neighborhood. Our property and surrounding homes on W. Sauter Lane are low density and zoned for single-family use or R-A.

Public Comment
RZN-2025-0046

Introducing RMF-24 here effectively creates a high-density pocket beside lower-density homes. This raises concerns about buffering, privacy, and overall compatibility with the existing neighborhood character.

Fayetteville planning principles call for transitional zoning and adequate buffers between single-family and multi-family areas. No specific site plan or buffering measures have been provided at this stage.

If approved, a three-story apartment building at up to 24 units per acre could be built directly behind single-family backyards. That would fundamentally alter the character of our residential enclave.

City Plan 2040 promotes infill while emphasizing context sensitivity and avoiding disruptive spot zoning in established neighborhoods. In our view, this rezoning fails that test by not harmonizing with the surrounding residential fabric.

Traffic & Infrastructure Capacity

We have serious reservations about the capacity of the local street network and nearby arterials to accommodate traffic from a high-density development. Penelope Lane is a small local street that currently carries light residential volumes.

Adding potentially 80 or more multi-family units on this site could translate to several hundred additional vehicle trips per day. This would sharply increase loading on Penelope Lane and W. Sauter Lane, which connect directly to W. Mount Comfort Road.

Mount Comfort Road is already a bottleneck during peak hours. Residents, including us, routinely experience significant delays turning into the neighborhood from Mount Comfort.

Morning congestion is often severe enough that many of us must reroute via N. Rupple Road to safely access our homes. The Master Street Plan identifies Rupple Road as a needed north–south arterial relief route for west Fayetteville, which underscores that Mount Comfort already struggles.

No Traffic Impact Analysis has been made available for this rezoning. Before any upzoning is granted, a thorough review of traffic implications is warranted, including whether intersection improvements or street upgrades are required to maintain safe conditions.

Approving RMF-24 without a clear plan for infrastructure improvements risks hazardous conditions and conflicts with the city’s goal of a livable transportation network that grows with development.

Floodplain & Drainage Concerns

Public Comment
RZN-2025-0046

A substantial portion of the property lies within the Hamestring Creek floodplain and streamside area. Hamestring Creek and its tributaries in this vicinity include mapped Zone AE floodplain and active floodway.

A branch of Hamestring Creek runs along or through the site, and low-lying areas are subject to inundation during heavy rainfall. City planning documents show floodplain covers a significant portion of similar nearby properties.

City engineering standards strictly limit development in flood hazard areas. Any proposal would require a Floodplain Development Permit and compliance with the Drainage Criteria Manual and the Streamside Protection Ordinance.

Building in or near the flood zone triggers added scrutiny, including flood studies, elevation certificates, and possibly FEMA coordination if fill or alteration of the floodway is proposed. The Streamside Protection Zone also establishes buffers where no structures or parking may be built to preserve water quality and flood capacity.

No drainage report or hydrologic analysis has been provided to demonstrate how dense development would avoid exacerbating flood risks. Impervious surfaces from multi-family housing can greatly increase stormwater runoff.

Without proper detention design, this runoff could worsen flooding for downstream neighbors. Recent City Council action to remove a repeatedly flooded apartment complex in the Hamestring floodway is a cautionary example of what happens when dense housing is placed in flood-prone areas.

We urge a full engineering assessment of flood and drainage impacts before any rezoning is approved. As it stands, approving RMF-24 here would be premature and potentially in conflict with City Code Chapter 169 (Physical Alteration of Land) and stormwater policies intended to protect floodplain functions.

Environmental & Safety Impacts

Beyond flooding, the property's natural state provides ecological and community benefits that intense development would permanently diminish. The Hamestring Creek corridor contributes to a broader wildlife and green network.

The Streamside Protection Zone exists to maintain habitat and water quality. The site's undeveloped portion supports deer, birds of prey, and other wildlife that are increasingly squeezed by urban growth.

Fayetteville's adopted plans call for balancing growth with green infrastructure. City Plan 2040 calls to assemble an enduring green network for flood mitigation and quality of life.

Public Comment
RZN-2025-0046

Rezoning this floodplain-adjacent land for maximum residential density does not appear to align with that vision. Public safety for existing residents must also be considered.

Construction immediately behind our home raises concerns about noise, dust, and heavy-vehicle hazards on a small street. Once occupied, more vehicles and more transient activity would back up to family backyards.

Proper lighting, fencing, and long-term maintenance would be essential to protect neighborhood security, yet these details are unknown at the rezoning stage. Granting high-density entitlements on a constrained site without demonstrating how key infrastructure and safety issues will be addressed puts the cart before the horse.

Policy Alignment and Due Diligence

We ask the Commission to evaluate this request against core development policies. The comprehensive plan encourages infill and attainable housing, while emphasizing responsible growth that is sensitive to environment and context.

It is not evident that this rezoning meets those latter criteria. There is no publicly available analysis showing the site can feasibly support RMF-24 intensity given the floodplain and infrastructure limitations.

Granting the upzoning now, with so many unanswered questions, would not uphold the thoughtful, family-safe, environmentally conscious growth Fayetteville strives for. The prudent course is to deny or postpone this rezoning until robust studies are completed.

The applicant should demonstrate that flooding, drainage, traffic, and compatibility can be adequately mitigated before the base zoning is made more intensive. The burden of proof should rest with the applicant.

Conclusion

We respectfully ask that the Planning Commission recommend denial of RZN-2025-0046. In its current form, the request poses too many risks to our neighborhood and conflicts with sound planning practices.

Fayetteville values its neighborhoods, natural areas, and the safety of its citizens. Upholding those values here means declining a rezoning that is out of step with the site's realities and the community's interests.

Thank you for your time and consideration. Please contact us if further information or clarification would be helpful.

Public Comment
RZN-2025-0046

Sincerely,

Derek & Heather Jackson
Residents and Adjacent Property Owners
2953 W. Sauter Lane, Fayetteville, AR 72704

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: October 13, 2025

SUBJECT: **RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363):** Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0046**.

This is a last-minute surprise to us.

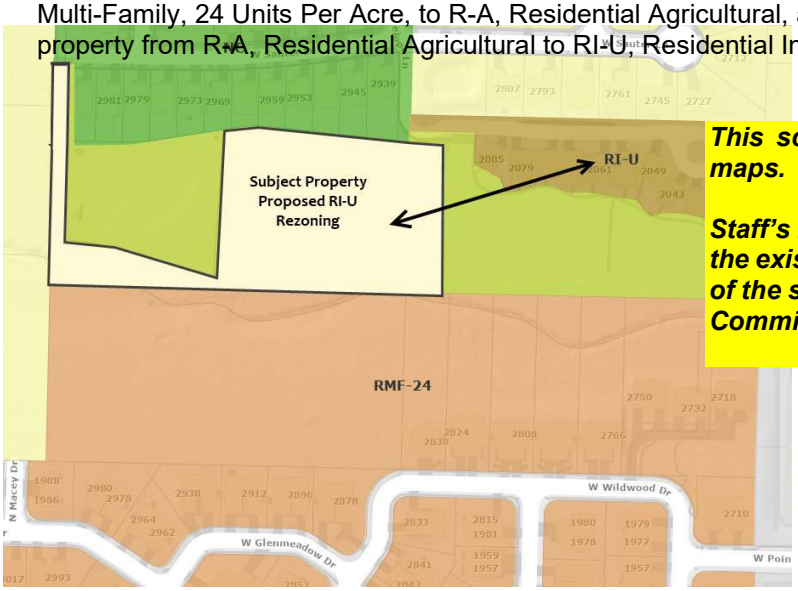
RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0046** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located approximately ½ mile west of I-49, just south of W. Mount Comfort Road. While the overall property contains approximately 8.41 acres, the applicant requests to rezone a portion of the property to R-A, Residential-Agricultural, and another portion of the property to RI-U, Residential-Intermediate, Urban. The property is located within the floodplain, floodway, and the streamside protection zone. 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	NC, Neighborhood Conservation, RI-U
South	Mixed-Density Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
East	Single-Family Residential	R-A, Residential Agricultural; RMF-24, Residential Multi-Family, 24 Units Per Acre, RI-U
West	Undeveloped	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to rezone a portion of the subject property from RMF-24, Residential Multi-Family, 24 Units Per Acre, to R-A, Residential Agricultural, and another portion of the property from R-A, Residential Agricultural to RI-U, Residential Intermediate, Urban.



This screenshot if from the City GIS online maps.

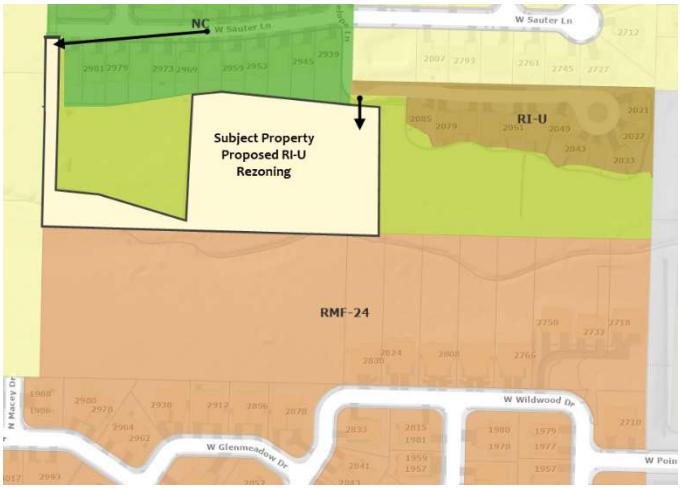
Staff's report is in error. Staff failed to include the existing RI-U property both north and east of the subject property. Staff should make the Commission aware of their mistake.

Public Comment: Staff has received public comment in opposition to this request, with primary concerns centered around traffic impacts, negative environmental impacts, and safety concerns for nearby families with children.

Out of multiple adjacent property owners, two have sent in written comments to Staff. Having been on the Commission myself for 7 years, I am fairly sure this (a copy-n-paste) comment by Staff, in some form, has been included in just about every application for any rezoning, subdivision, anything development-related ever requested. While contact information was made clear to all surrounding property owners, none have contacted us with any concerns as of 10/11/25.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has no street frontage.





Again, Staff has made an additional error. The property has access to both a public street (Sauter) and a private street (Penelope). Hence the address Staff used for their report, "2097 N Penelope Lane" - as depicted in the top left illustration. Further, Staff is fully aware that with future development comes future infrastructure improvements, including streets.

Water: Public water is available to the subject area. An existing 8-inch water main is present along N. Penelope Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along east side of the subject properties, and an existing 10-inch sewer main is present across the middle of the subject properties. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system adjacent to this property.

Since they are "known issues", maybe the tens of thousands of dollars of water and sewer impact fees generated by our development can be used to help the city seal their inlets from storm water intrusion. Or, since we are all being charged a stormwater utility fee now…

Drainage: A portion of the property lies within a FEMA Floodplain, there is a protected stream, and hydric soils are present in the area. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of

development. If a development impacts a floodplain, those impacts may require review and approval from FEMA. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. 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 at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.

In summary, these are the same issues located all over west Fayetteville that we deal with on a regular basis, and are all issues that will need to be addressed at the time of development – standard operating procedure. These issues were thoroughly discussed with Staff and the Floodplain Administrator prior to submittal. In this request, as a first step, we are actually downzoning some of the RMF-24 property to R-A in effort to make sure sensitive areas won't be impacted. Further, I sincerely doubt anyone involved in this rezoning has any more knowledge than I do in dealing with wetlands, environmentally sensitive ecosystems, hydric soils (which do not necessarily indicate the presence of wetlands), wetland remediation, FEMA requirements, etc. Certainly not the Staff. RE: Paradigm Development and Park West Wetlands remediation and restoration circa 2005.

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 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 districts, RI-U, Residential Intermediate, Urban and R-A, Residential Agricultural require **15% and 25% minimum canopy preservation, respectively.** The current zoning districts, RMF-24, Residential Multi-Family, 24 Units per Acre and R-A, Residential-Agricultural require **20% and 25% minimum canopy preservation.**

The area where we are requesting RI-U zoning has ZERO trees. With this zoning, development will ADD trees to the area. Under the current zoning, there is a much higher potential for losing existing trees.

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 and Natural 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.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

This is PRECISELY why we are requesting the zoning adjustments that we are. The property CAN BE BUILT ON now under its current zoning. We are simply trying to acquire a zoning that will permit us to develop under the above-described principles; cannot be done under current zoning.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3-5** for this site with a weighted score of **4.5.** The following elements of the matrix contribute to the score:

- Adequate Fire Response (Insert fire information here)
- Near Sewer Main (8" and 10" adjacent to the property)
- Near Water Main (8" along Penelope Ln)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Hamestring Creek 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 that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4 acres of an 8-acre parcel, which is currently split-zoned R-A (Residential-Agricultural) to the north and RMF-24 (Residential Multi-Family, 24 units/acre) to the south. Adjacent land uses include a recently developed single-family subdivision to the north, a cluster housing development zoned RI-U (Residential Intermediate–Urban) to the east, and a two-family residential development to the south. While the request could support a broader range of housing types consistent with nearby development patterns, staff notes concerns related to the environmental constraints of the site. A significant portion of the property lies within the floodplain, with some areas located in the floodway. These conditions, along with limited street access, already restrict development potential and present challenges for future infrastructure and site design.**

The proposed upzoning to RI-U, which does not include a density cap, may allow the applicant to concentrate development in less environmentally sensitive portions of the site, potentially improving feasibility while aligning with broader housing goals. However, the lack of direct street frontage to the area proposed for rezoning could pose access and connectivity issues, which may impact future development outcomes. Overall, the request presents both opportunities and challenges. While the rezoning could provide flexibility for compatible residential development, the site's environmental constraints and access limitations will need to be carefully considered as part of any future development plan. The property also has a high level of zoning entitlement on the southern portion of the property. On the balance of considerations, staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area, though inconsistent with the portion of the property that is designated as a "Natural" area. The applicant's decision to downzone a portion of the RMF-24 area to R-A indicates an attempt to acknowledge some portion of the ecologically sensitive areas on the property, but leaving a portion of the property as R-A rather than rezoning to RI-U would be more in line with the intent of the "Natural Area" designation. Given the future land use classification of this portion of the site, staff would recommend denial of the request to stay in line with that plan.

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

Finding: **Staff finds there is insufficient justification to rezone the property from R-A to RI-U, though recognizes the existing entitlement on the southern half of the property that is being downzoned from RMF-24 to R-A. This limited exchange in density and land use allowance may make for a project that is more reflective of the floodplain requirements by avoiding development in the floodway entirely.**

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

Finding: **A rezoning from R-A to RI-U has the potential to increase traffic to this location, and could be to an appreciable degree, though there are limiting factors to the property. The property has a very limited amount of public street frontage, so fire access in the future could be challenging, and could limit the number of overall units that are provided. Further, the property is within the floodplain, which carries a set of additional design standards that could also naturally limit the amount of development on the property.**

I don't disagree with this finding at all. That's why we have the future process called "Preliminary Plat". And, Staff just said it themselves, *"…carries a set of additional design standards that could also naturally limit the amount of development on the property".*
Correct! We will be addressing these EXACT SAME issues REGARDLESS of the zoning designation. So, why hold up the rezoning? There are PLENTY if things to be discussed that will prevent anything ridiculous for being constructed under the new zoning.

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 property has access to water and sewer, and any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer. There are known wet-weather issues in the adjacent sewer line. Fayetteville Public Schools 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.

a. It is indeed impractical to develop 120+ apartments on the south half of the property. If this request fails, it COULD BE more as we won't be down-zoning the sensitive areas. Of course we would never actually build on these areas, but we can use the acreage for calculating additional units. The RMF area to be downzoned currently would provide for AT LEAST 60 RMF units.

b. The extenuating circumstances are the RI-U zoning allows us to design a project where we can group a variety of single-family homes to the far north end of the property to avoid sensitive lower-lying areas. We need the RU-I designation before we are able to design the project. RI-U is already in the immediate area and provides regulations that allow for compact lots with smaller setbacks between our houses, and a front "build-to" zone as opposed to a 35ft front and rear setback.

Zoning is the FIRST step to ANY development. You must know FROM THE ONSET under what zoning regs to design the development. Otherwise, we are just wasting our time and money.

That's a pretty extenuating circumstance – one that's afforded every day to other developments, so why is this project not receiving the same, reasonable consideration?

Finding: **N/A**

RECOMMENDATION: Planning staff recommends denial of RZN-2024-0046.

Having met with Staff prior to submittal, and then altering the originally submitted plan to accommodate Staffs concerns, up until an 11th hour email from Staff, we assumed Staff was in full support of the zoning request.

"Good afternoon, Tracy and team,

I apologize for the late heads up on this, but I wanted to make you aware of staff's final recommendation on this item. Though I recognize that you took steps to take staff's advice after an early review, in its final stages, we will be recommending denial.

I do feel comfortable saying that this is an edge case, but given the existing zoning entitlement on the southern end of the property, the significant floodplain/floodway, limited access to the overall

property, and lack of compliance with the future land use map considerations for the area, we did not feel that we had enough information to support the request.

I can discuss this with you further if necessary. I will unfortunately be out of the office due to a family matter tomorrow, but will be back in time for Planning Commission on Monday. Further, I did want to give you the heads up that this is the last item on a very lengthy agenda, so plan to be there quite late. And finally, if you would like to request to table to discuss further, I would support that as well.

Thank you…"

Of course, since Staff's newfound position came to us at the last moment via the above email. Albeit we made several attempts, Staff was unable to speak to me (phone, in person, or even by email response about their sudden change of heart, and/or perspective apparently.

Per the above, we are unsure what Staff means by "final review". Again, we felt we had altered plans to what Staff claimed they would support. Staff had the plan, revised address their initial comments, for several weeks prior to just now notifying us they intended to recommend denial.

To address some of the public comment that might be considered relevant…

One Westview resident sent in public comment referencing "endangered species", environmental issues, "responsible, transparent growth", neighborhood character, lot compatibility, etc.
The first question I would have to ask her is, did she share these same concerns with anyone when she moved into her newly built house (adjacent to the proposed rezoning) less than 4 years ago? Or, did all these issues come about right after she moved in?

"While the applicant asserts that RI-U provides a "compatible transition," it does not. NC zoning already serves that transitional function; replacing it with RI-U would leapfrog the City's zoning hierarchy and erode the very compatibility that NC was designed to protect."

What makes a better "transition from NC to RMF-24 than RI-U? Further, there is RI-U within Westview Meadows itself. "Leapfrog the city's zoning hierarchy"? There is RI-U zoning, within her very own neighborhood, adjacent to the property which we are requesting RI-U zoning! She could hit it with a rock thrown from her front yard!

The same person states, "The proposed two-story townhomes would hover over existing single-story homes, introducing privacy and visual intrusions and eliminating the green buffers that define the area today."

The very person who made this comment OWNS and LIVES in a "two-story" home. As inaccurate as it may be, the statement is still pretty darn hypocritical.
I find this statement to be disingenuous considering we have not submitted or distributed ANY elevations of any kind and have not suggested any dwellings will be two-story or otherwise. So, I am unsure of from where the commentor gets her egregiously flawed information. This is an example of, "If you pile on enough complaints, something has gotta stick".

While we always consider everyone's concerns, this is easily summed up, honestly. The whole of her letter basically contains most of the "not in my back yard" arguments, talking points and buzz words ChatGPT could come up with. But I have to hand it to her for including what is likely nearly every "anti-" argument anyone has ever used.

There are statements made that include assumptions that don't exist, reference of development policies that are simply inaccurate and are not even applicable, uninformed assertions regarding

transect zoning, and proof that just because you can get AI to write it, it doesn't mean its accurate. However, I would be happy to debate each and every statement she made. I and my staff were very involved with and instrumental in the development of the City's initial Form-based Development Plan (including Transect Zoning, enduring green networks, wide range of housing, etc) with Dover Kohl and Partners, CityPlan 2020 (I think it was), back in 2008ish, I think it was?

In case anyone is under some misconception, the property CAN BE built on today under its current R-A zoning. And, it WILL BE built on, one way or the other. The only question is, do we want sprawl-type development, or do we want development designed to follow the City's growth plans? We could build big old three-story 6 bedroom and 6 bath barndominiums up next to the neighbor's houses, or we can develop something much more appealing that fits nicely into and will improve the built environment.

By voting against this rezoning, you WILL BE voting in favor of sprawl.

Developer



Summary –

This request is being discussed as something MUCH broader than what it really is. So, in effort to draw this back proposal back down to the level of what we are actually dealing with…

1. **The <u>entire</u> parcel is approximately 8.4 acres, consisting of RMF-24 (apartments) zoning from the north side of Hamestring creek to the south property border. Of the 8.4 acres, 5.0 acres are zoned RMF-24. That translates to 120 apartment units, up to five stories tall – BY RIGHT. We are actually requesting to DOWNZONE a major portion of it from multifamily to R-A in effort to help insure potentially sensitive areas are protected long term. By doing this, we potentially lose ability to construct approximately <u>36 units</u>.**

2. **The entire reason for the requested rezoning is an effort to concentrate homes within a compact area and avoid building in more sensitive areas; and place dwellings in higher elevation areas which are currently treeless, grassy areas that have been recontoured in recent years.**

3. **It is likely not practical (not welcome) to develop 300+ MF bedrooms on the south half of the property. If this request fails, it COULD BE even more as we won't be down-zoning the sensitive areas. Of course we would never actually build in sensitive areas, but we can use the acreage for calculating additional units.**

4. **"Extenuating circumstances" - The extenuating circumstances are the RI-U zoning allows us to design a project where we can group a variety of single-family homes to the far north end of the property to avoid sensitive lower-lying areas. We need the RU-I designation before we are able to design the project. RI-U is already in the immediate area and provides regulations that allow for compact lots with smaller setbacks between our houses, and a front "build-to" zone as opposed to a 35ft front and rear setback.**

   Zoning is the FIRST step to ANY development. You must know FROM THE ONSET under what zoning regs to design the development. Otherwise, we are just wasting our time and money.

   That's a pretty extenuating circumstance – one that's afforded every day to other developments, so why is this project not receiving the same, reasonable consideration?

5. **This is a "rezoning" request, this is not a "preliminary plat" request for development. Regardless of the zoning, any future development is subject to all conditions associated with the property, regardless of what those conditions are, and regardless of zoning classification. Staff has stated this time and time again throughout their report.**

6. **All Parties are fully aware that the city will have the opportunity and has the ability to put the brakes on any future development regardless of zoning.**

7. **Regarding Access – ***This is VERY IMPORTANT for the Planning Department, Engineering Department, and City Attorney to be aware of. The Commission needs to be aware of and understand this…**

   We were trying to avoid bringing this up, as we thought we had Staff's support for our rezoning. Now that Staff has, effectively reversed, we feel we now have no choice. We wanted to just quietly fix the issue and let it be resolved, but that's now that's longer a possibility.
   The fact is, the City (and quite possibly a developer) has some major culpability in this mess of an issue that we are trying to fix (as we so often have to do) with our project. With the previous development, the city did not require the dedication of public ROW and constructed stub-out from Penelope to the subject property – which is STANDARD CITY POLICY FOR ALL DEVELOPMENT, to insure no private property becomes landlocked or undevelopable in the future. The city FAILED the Henbest family who, of course did not know any better and trusted the city to behave in their best interest, or at the LEAST to the degree of implementing basic development regulations and requirements. We have identified several corners that were cut and other lack of consideration with the development of the adjacent neighborhood.

8. **The zoning request is to lock down "WHAT" we can build, not "HOW MUCH" we can build. We can actually build A LOT more under the current zoning than we can under the proposed zoning.**

9. **All Parties are fully aware that the city will have the opportunity and has the ability to put the brakes on any future development regardless of zoning.**

And remember…

The opposite of “bad development” is NOT “No development”.
The opposite of “bad development” is “Good development”.

Concept -



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2137

MEETING OF OCTOBER 28, 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-2025-0040: Rezoning (1414 S WEST AVE./ BRINK, 562): Submitted by ANDREW BRINK for property located at 1414 S. WEST AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.23 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 south Fayetteville about 250 feet west of the S. School Avenue and W. 15th Street intersection. The property is zoned RMF-24, Residential Multi-Family, 24 Units per Acre and overall contains 0.23 acres. The property is developed with a single-family home that was built in 1962, per Washington County records. The property is in the 71-B Corridor Master Plan district.

Request: The request is to rezone the property from RMF-24, 24 Residential Multi-Family, to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: Staff finds that the requested rezoning is compatible with surrounding land uses as it continues to allow for residential development. The subject property is located within a residential area, and RI-U has by-right residential allowances that are similar to the existing zoning. The by-right and conditional uses for both RI-U and RMF-24 are similar, maintaining much of the existing entitlements. RI-U requires smaller lot bulk and area requirements with less intensive setbacks while still maintaining an urban form, which is in keeping with the integrity of the area. The bulk and area requirements for RMF-24 are intended for different types of residential development with a focus on larger, multi-family buildings, which require more space for that development than what would be required of RI-U. A significant difference between the two are the density allowances with RI-U not having a prescribed maximum and RMF-24 allowing 24 units per acre. RI-U would also reduce building height allowances. Given that the proposed zoning district allows more contectually-scaled buildings than the current zoning and would not result in significant impact to neighboring properties, 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, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. The RI-U zoning district would support this designation as it permits a diversity of residential housing types. The property has a eight appropriate infill attributes, indicating that it is a suitable location. The property is located within a Tier 2 node located at the S. School Avenue and W. 15th Street intersection. The proposed rezoning would notably adhere to City Goals #1 (appropriate infill), #3 (compact development), and #6 (attainable housing opportunities). Staff finds that a rezoning to RI-U would allow for development opportunities that would be in character with surrounding residential properties.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8**. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (6-inch main along the property to the west)
- Near Water Main (6-inch main South West Avenue, 6-inch main along the property to the east)
- Near Public School (Fayetteville High School)
- Near City Park (Walker Park)
- Near Paved Trail (Fayetteville Traverse Trail and Razorback Greenway)
- Near ORT Bus Stop (School & 15th)
- 71-B Corridor

DISCUSSION:
At the October 13, 2025 Planning Commission meeting, a vote of 8-0-1 forwarded the request to City Council with a recommendation of approval. Commissioner McGetrick motioned, and Commissioner Cabe seconded (Commissioner Brink recused). The Commissioners did not discuss the item. 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 #: 2025-2137

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-40 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 1414 SOUTH WEST AVENUE IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 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 RMF-24, Residential Multi-Family, 24 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

2025-2137

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0040: Rezoning (1414 S WEST AVE./ BRINK, 562): Submitted by ANDREW BRINK for property located at 1414 S. WEST AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.23 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: _____

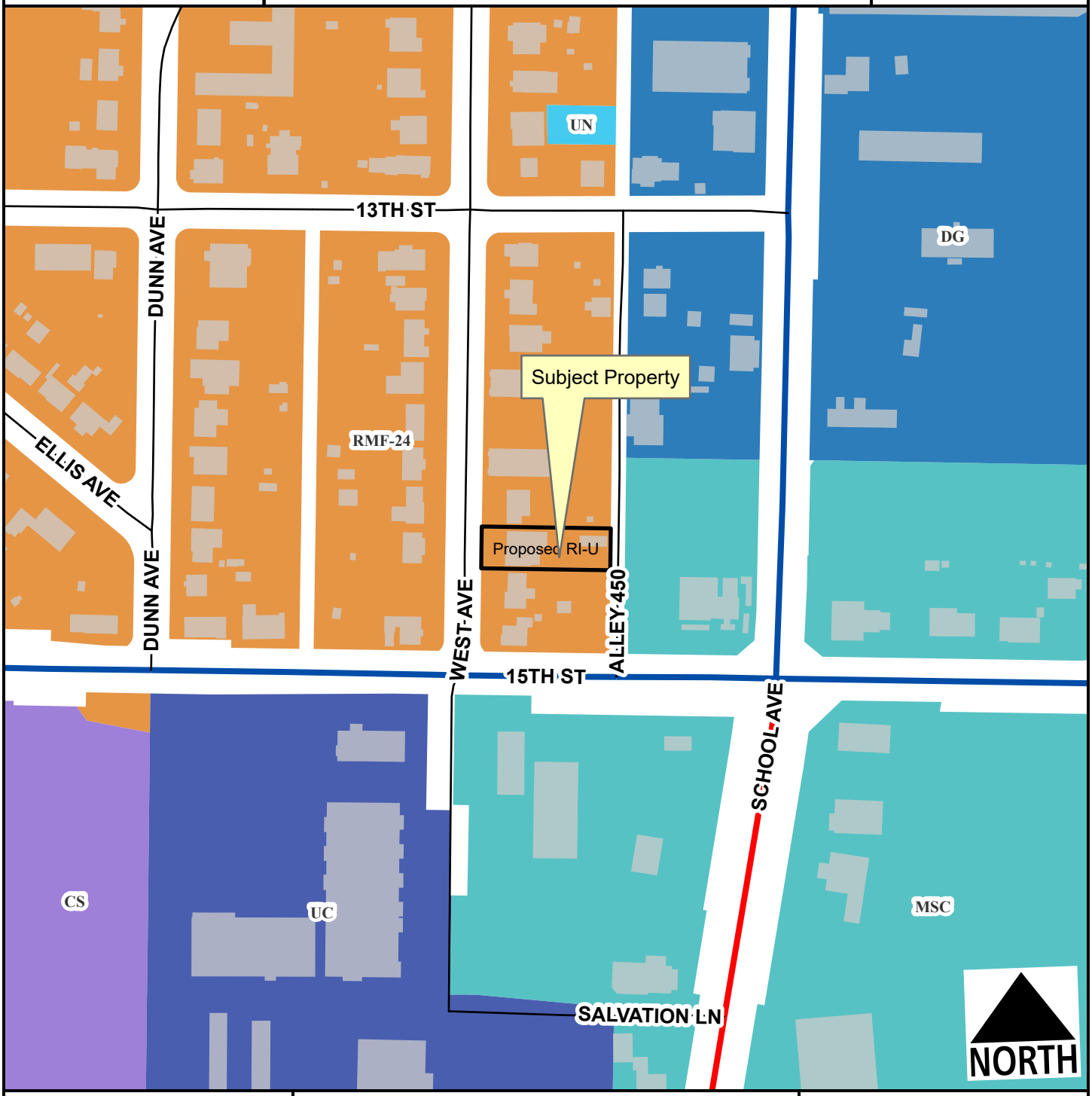
Comments:

RZN-2025-0040

Close Up View

1414 S WEST AVE

RZN-2025-0040
EXHIBIT 'A'



- Regional Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.2
RMF-24	0.2	0.0

Total 0.2 ac

RZN-2025-0040
EXHIBIT 'B'

1414 S. West Ave Legal Description

Lot 8, Block 3, Wilson-Dunn Addition to the City of Fayetteville, Washington County, Arkansas, as recorded in Plat Book 1 at page 296.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: October 13, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0040: Rezoning (1414 S WEST AVE./ BRINK, 562):** Submitted by ANDREW BRINK for property located at 1414 S. WEST AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.23 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0040** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0040** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in south Fayetteville about 250 feet west of the S. School Avenue and W. 15th Street intersection. The property is zoned RMF-24, Residential Multi-Family, 24 Units per Acre and overall contains 0.23 of an acre. The property is developed with a single-family home that was built in 1962, per Washington County records. The property is in the 71-B Corridor Master Plan district. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
South	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Undeveloped/Commercial	MSC, Main Street Center
West	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre

Request: The request is to rezone the property from RMF-24, 24 Residential Multi-Family, to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The property's frontage South West Avenue, a residential link, is partially improved with asphalt paving and sidewalk on the west side of the street. 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 6-inch water main along the west frontage of the property along South West Avenue and an addition existing 6-inch water main along the east side of the property in the alley.

Sewer: Sanitary sewer is available to the subject area. There is a 6-inch sewer main in the alley on the east side of the property.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 100 linear feet downstream of this property.

Drainage: No portion of the property is within a FEMA floodplain, the Hillside-Hilltop Overlay District or includes a protected stream. Hydric soils are present and are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required. 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 1, located at 303 W. Center St., protects this site. The property is located approximately 1.1 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, RMF-24, Residential Multi-Family, 24 Units per Acre, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8** for this site with a weighted score of **9.5**. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (6-inch main along the property to the west)
- Near Water Main (6-inch main South West Avenue, 6-inch main along the property to the east)
- Near Public School (Fayetteville High School)
- Near City Park (Walker Park)
- Near Paved Trail (Fayetteville Traverse Trail and Razorback Greenway)
- Near ORT Bus Stop (School & 15th)
- 71-B Corridor

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds that the requested rezoning is compatible with surrounding land uses as it continues to allow for residential development. The subject property is located within a residential area, highlighting the compatibility RI-U as its by-right residential allowances are similar to the existing zoning. The by-right and conditional uses for both RI-U and RMF-24 are similar, maintaining the fabric of neighborhood. RI-U requires smaller lot bulk and area requirements with less intensive setbacks will still maintaining an urban form, which is in keeping with the integrity of the area. The bulk and area requirements of for RMF-24 are intended for different types of residential development, which require more space for that development than what would be required of RI-U. A significant difference between the two are the density allowances with RI-U at no maximums and RMF-24 with 24 units per acre. RI-U would also remove Use Unit 26 from the by-right permission while also reducing building height allowances. Given that the proposed zoning district is less demanding than the current zoning and would not result in significant impact to neighboring properties, 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, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. The RI-U**

zoning district would support this designation as it would allow for more residential opportunities. The property has a moderately high infill score of 8, which indicates that it is a suitable location for infill due to its close proximity to the City's prioritization points. The property is located within a Tier 2 city node located at the S. School Avenue and W. 15th Street intersection. The proposed rezoning would allow a slight increase in development within an area while adhering to City Goals #1 (appropriate infill), #3 (compact development), and #6 (attainable housing opportunities). Staff finds that a rezoning to RI-U would allow for development opportunities that would be in character with surrounding residential properties

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 RMF-24 to RI-U. Staff finds that the proposed rezoning is compatible with surrounding properties and consistent with the City's future land use plans.**

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

Finding: **A rezoning from RMF-24 to RI-U could increase traffic in the area, but only minimally as the size of the property is small, capping density.**

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-2025-0040 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		**Required**	**YES**
Date: October 13, 2025	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion: Payne			
Second: Cabe			
Vote: 8-0-0 (Brink recused himself)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre
  - §161.12 District RI-U, Residential Intermediate – Urban
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 8, 9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §6(Exh. E), 5-2-23)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.12 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)

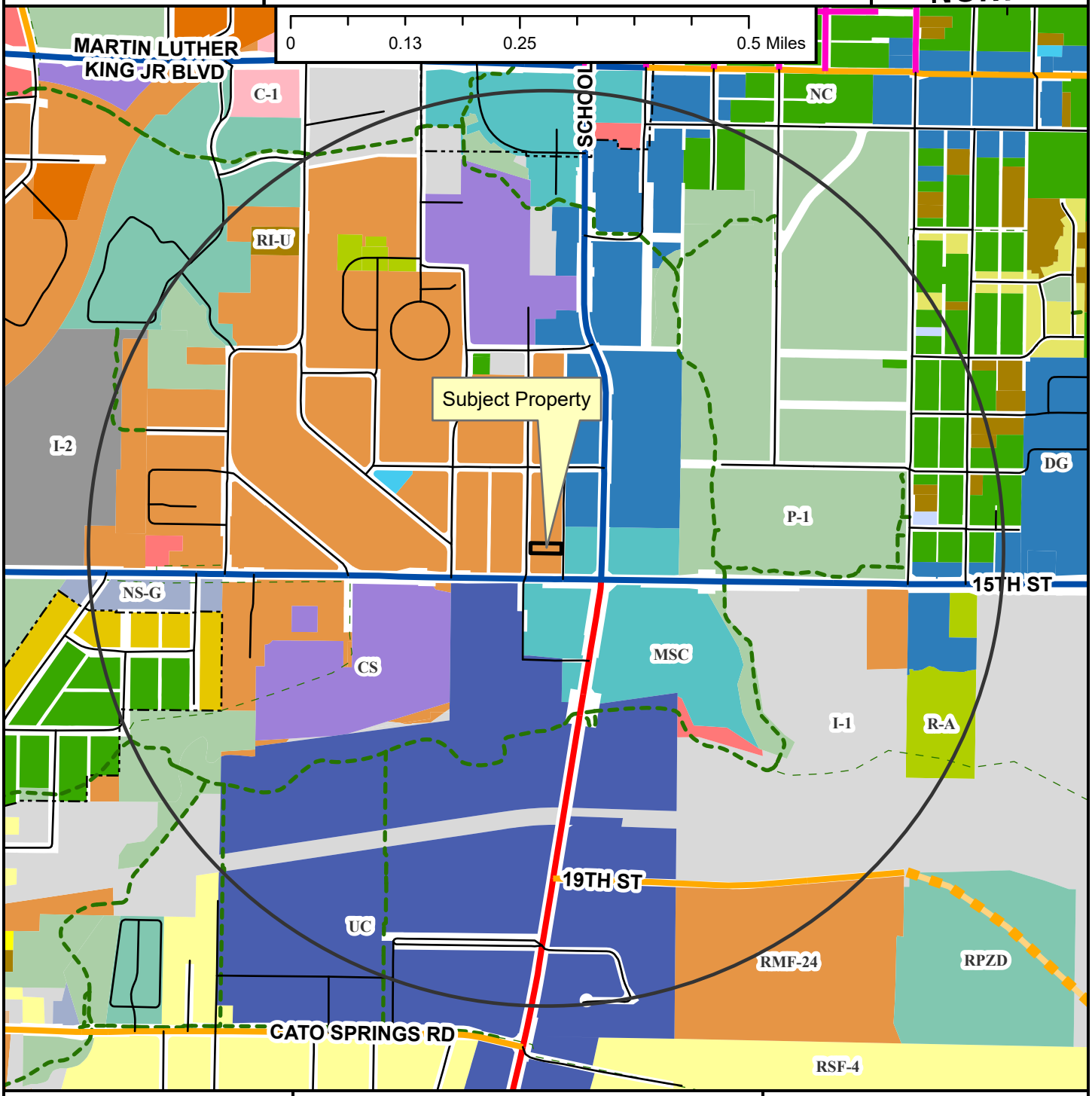
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 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-2025-0040

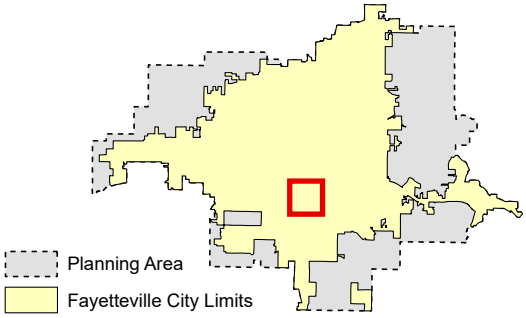
One Mile View

1414 S WEST AVE

NORTH



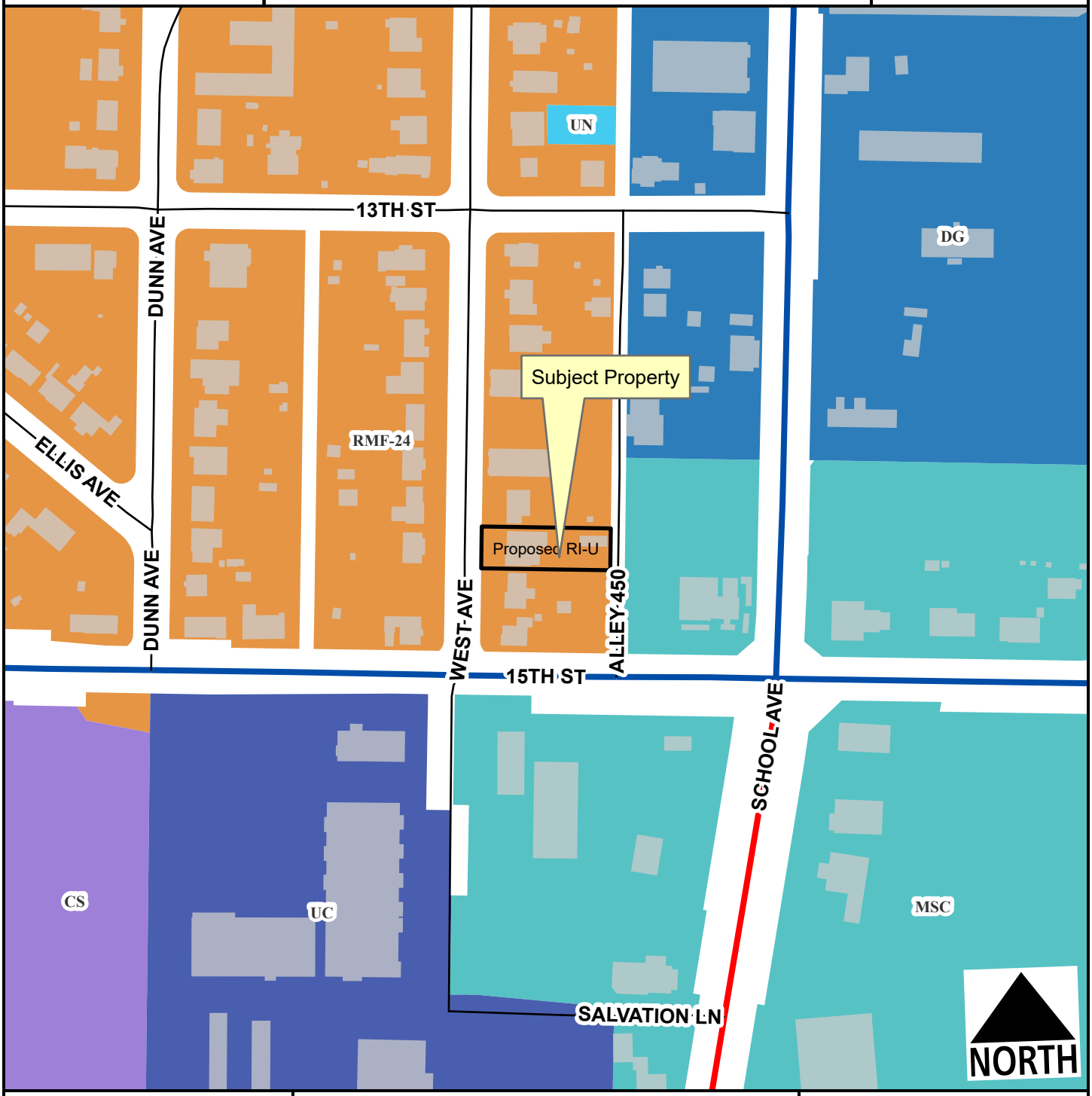
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2025-0040

Close Up View

1414 S WEST AVE



- Regional Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.2
RMF-24	0.2	0.0

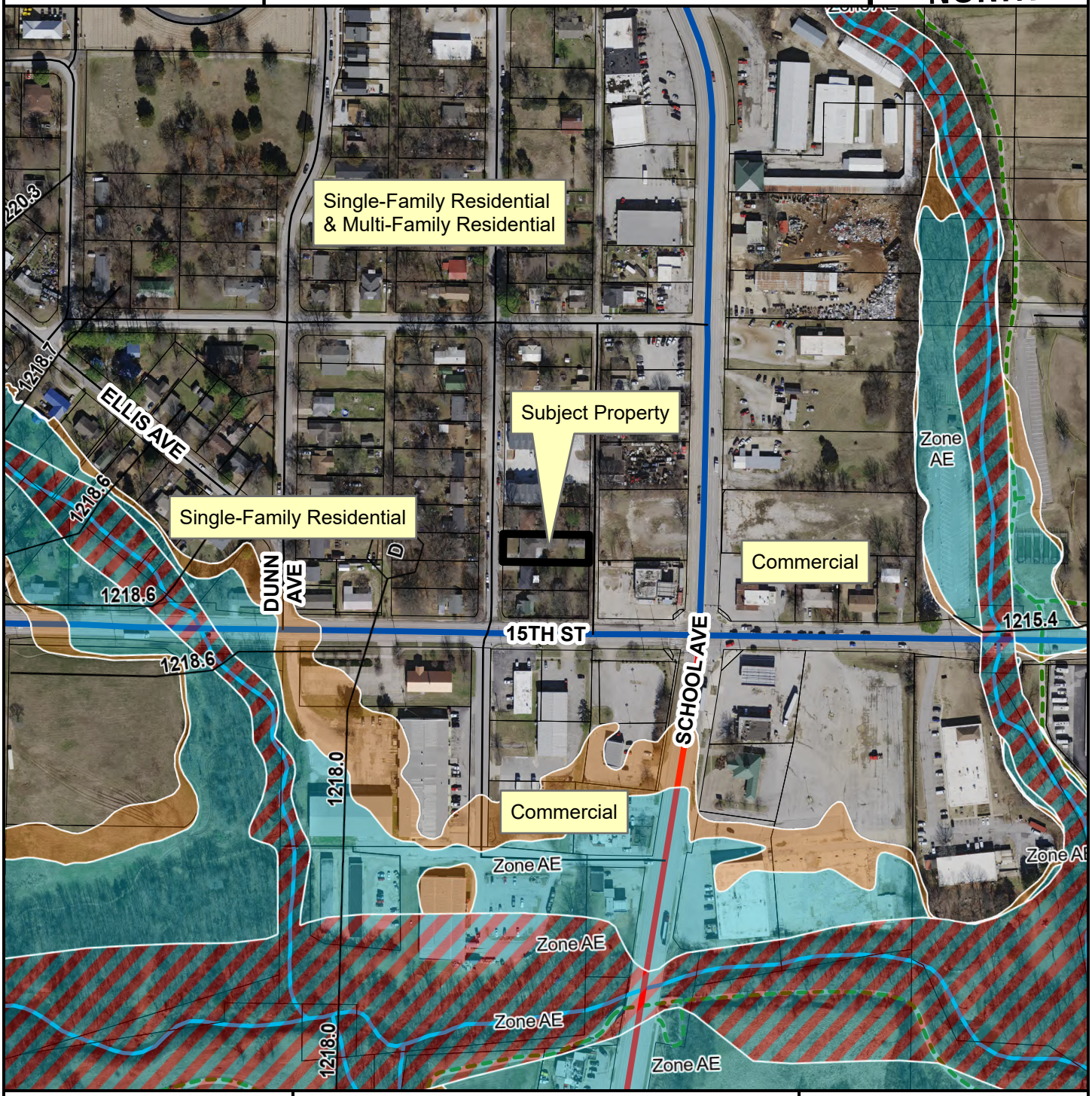
Total 0.2 ac

RZN-2025-0040

Current Land Use

1414 S WEST AVE

NORTH



- Regional 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

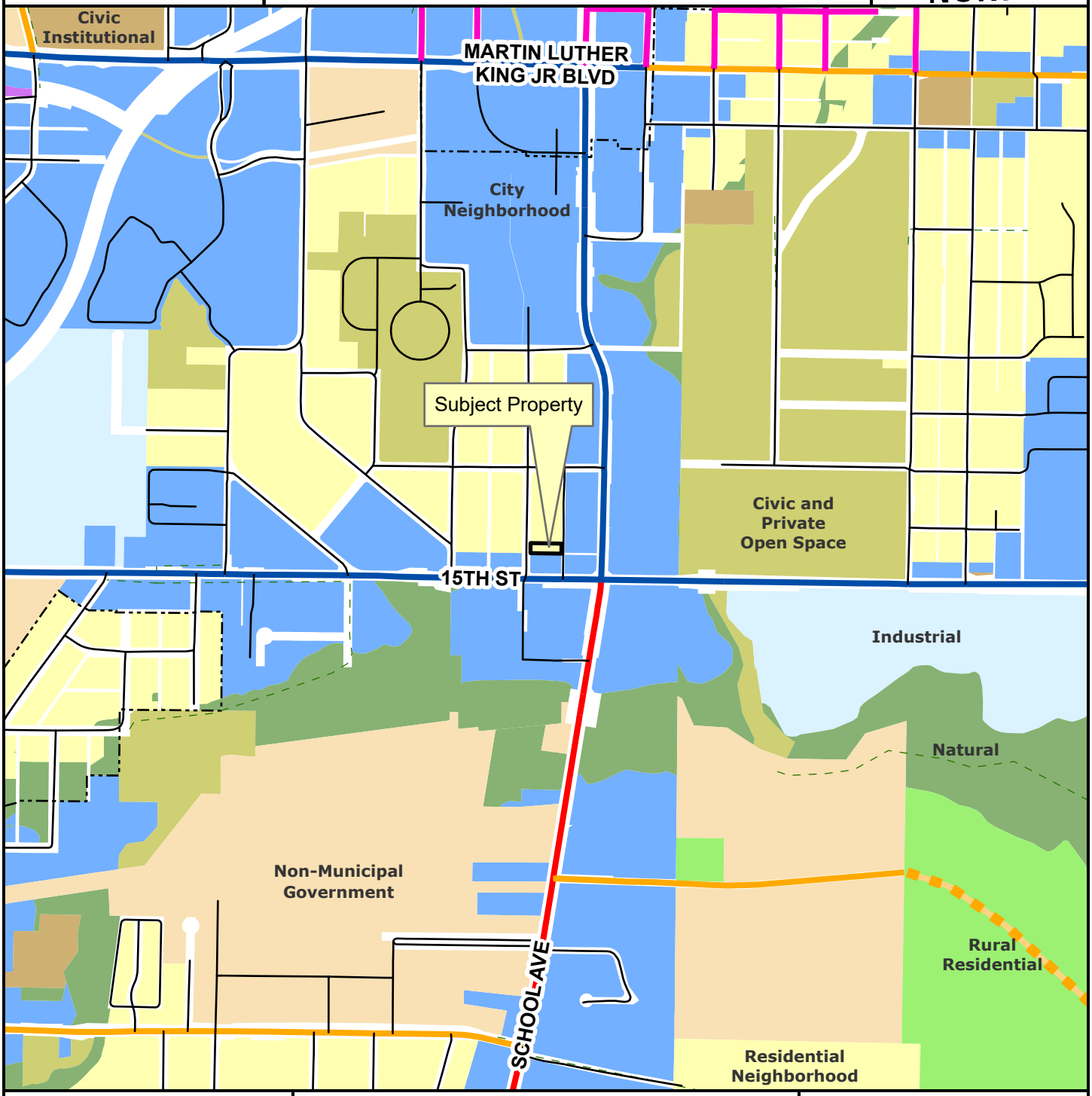
- 100-Year Floodplain
- Floodway

RZN-2025-0040

Future Land Use

1414 S WEST AVE

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

OSAGE CREEK CATTLE CO.

August 6, 2025

RE: Request for Rezone from RMF-24 to RI-U

Dear Planning Commission and City Council,

On behalf of Osage Creek Cattle Company, I am requesting to rezone the property at 1414 S. West Avenue from RMF-24 to RI-U. A rezone to RI-U presents the opportunity to provide additional housing in Fayetteville through the production of missing middle housing. RI-U will help facilitate the splitting of the lot to create two lots; one that faces West Avenue and one that faces the alley. My intention is NOT to demolish the existing house, but rather complete necessary repairs and maintenance.

RI-U is compatible with surrounding land uses due to the residential only by-right uses. Furthermore, RI-U removes the by-right use for multifamily. As such, I do not believe that RI-U will adversely impact or conflict with the existing surrounding land uses. A comparison of the permitted uses are below:

EXISTING RMF-24		**PROPOSED RI-U**	
Unit	*Allowed*	***Unit***	***Allowed***
1	*City-wide uses by right*	***1***	***City-wide uses by right***
8	*Single Family*	***8***	***Single Family***
9	*Two Family*	***9***	***Two Family***
10	*Three and Four Family*	***10***	***Three and Four Family***
26	*Multifamily*		
41	*Accessory Dwellings*	***41***	***Accessory Dwellings***
44	*Cluster Housing*	***44***	***Cluster Housing***
46	*STR*	***46***	***STR***

Sincerely,

Andrew C. Brink

Andrew C. Brink

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2139

MEETING OF OCTOBER 28, 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-2025-0042: Rezoning (2201 W. DEANE ST./ ATKINS, 364): Submitted by ARKANSAS REAL ESTATE GROUP for property located at 2201 W. DEANE ST in WARD 2. The property is zoned RMF-6, RESIDENTIAL MULTI-FAMILY, SIX UNITS PER ACRE and contains approximately 0.36 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 west Fayetteville about 200 feet east of the City's Public Safety Campus on the south side of W. Deane St. The property is zoned RMF-6, Residential Multi-Family, 6 Units per Acre and overall contains 0.36 of an acre. The property is developed with a single-family home that was built in 1947, per Washington County records. The property does not lie in an overlay district.

Request: The request is to rezone the property from RMF-6, Residential Multi-Family, 6 Units per Acre, to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has not received any public comment.

Land Use Compatibility: Staff finds that the requested rezoning is compatible with surrounding land uses and zoning patterns. The neighborhood to the east, south, and west consists of single-, two-, and four-family dwellings in close proximity to the site. The majority of nearby dwellings are in zoning districts that allow comparable uses to RI-U (RMF-6, RMF-24, RI-U, and RMF-40), and that have a similar urban form setback standard. RI-U requires smaller comparative bulk and area requirements than RMF-6, which is in keeping with the neighborhood character. A potential difference between the existing and proposed districts relates to density, where RMF-6 allows 6 units per acre and RI-U has its density limited inherently by a lot's area, the size of a building, and associated development standards. Ultimately, staff finds that decrease the scale of what could be developed compared to the impact of RMF-6. Given that the proposed zoning district would not result in significant impact to neighboring properties due to its similar requirements and allowances, staff is in support of this 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, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. The RI-U zoning district would support this designation as it would allow for more residential opportunities. The property seven infill attributes, which suggest that it is a suitable location for infill because of the local infrastructure.amenities, and services. Additionally, the property is located near the Tier 3 node located 2,700 feet to the northwest at the W. Mount Comfort Road and N. Shiloh Drive intersection. The proposed rezoning can allow a slight increase in development potential within an area while adhering to City Goals #1 (appropriate infill), #3 (compact development), and #6 (attainable housing opportunities). Staff finds that a rezoning to RI-U would allow for development opportunities that would be in character with surrounding residential properties.

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:

- Adequate Fire Response (Station 8, 2266 W Deane St.)
- Near Sewer Main (8-inch N. Evening Shade Drive, 8-inch on the subject property)
- Near Water Main (12-inch W. Deane Street. Existing, 2-inch W. Deane Street, 8-inch N. Evening Shade Drive.)
- Near Public School (Asbell Elementary School)
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Midtown Trail)
- Near ORT Bus Stop (Deane & Evening Shade)

DISCUSSION:
At the October 13, 2025 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne motioned, and Commissioner Castin seconded. The applicant spoke about potentially improving the property with additional housing. No members of the public spoke at the meeting and there was no discussion amongst 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 #: 2025-2139

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-42 FOR APPROXIMATELY 0.36 ACRES LOCATED AT 2201 WEST DEANE STREET IN WARD 2 FROM RMF-6, RESIDENTIAL MULTI-FAMILY, 6 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 RMF-6, Residential Multi-Family, 6 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

2025-2139

Item ID

11/4/2025

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

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0042: Rezoning (2201 W. DEANE ST./ ATKINS, 364): Submitted by ARKANSAS REAL ESTATE GROUP for property located at 2201 W. DEANE ST in WARD 2. The property is zoned RMF-6, RESIDENTIAL MULTI-FAMILY, SIX UNITS PER ACRE and contains approximately 0.36 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:

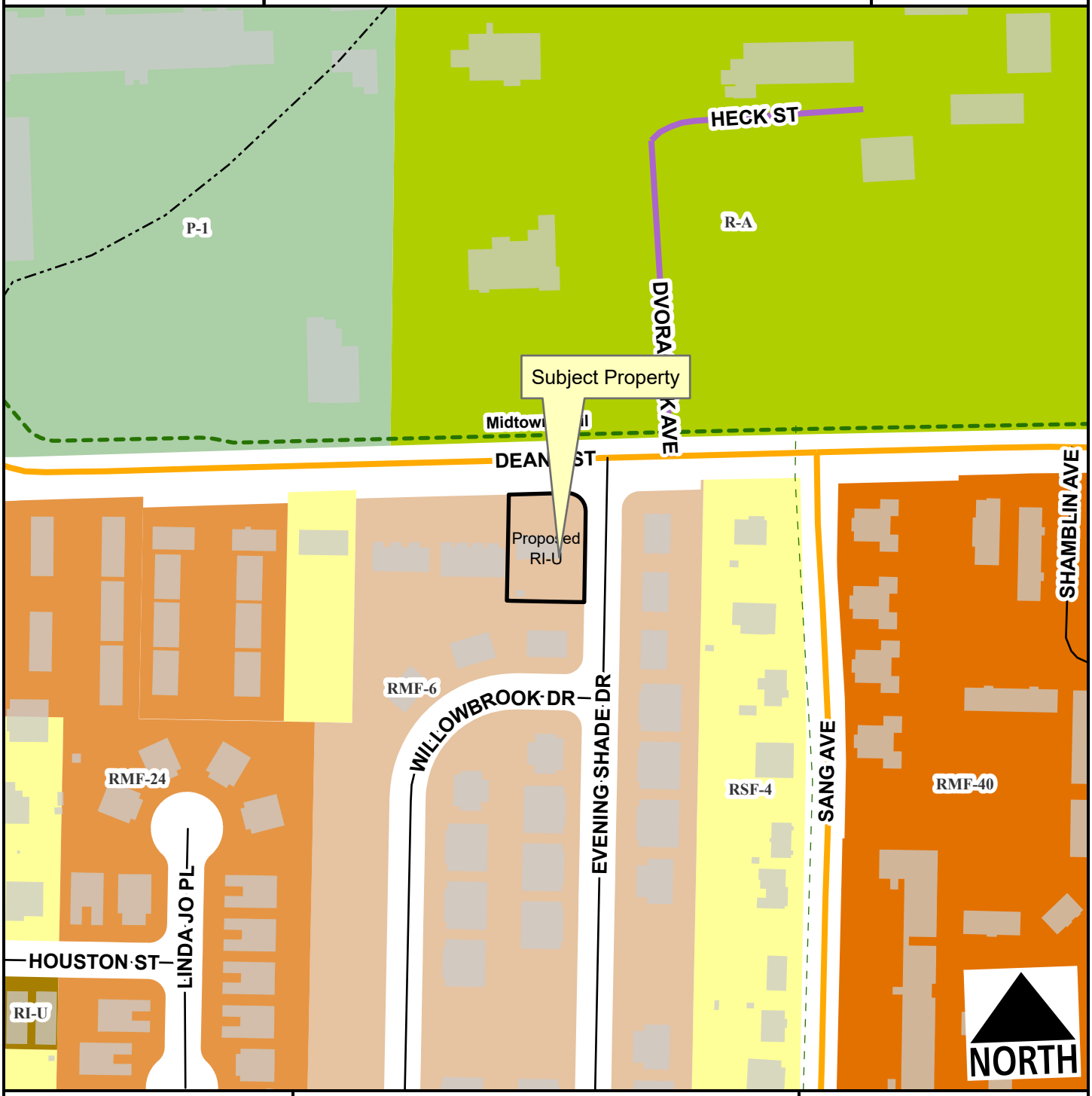
Comments:

RZN-2025-0042

Close Up View

2201 W. DEANE ST

RZN-2025-0042
EXHIBIT 'A'



- Neighborhood Link
- Institutional Master Plan
- Unclassified
- Residential Link
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.4
RMF-6	0.4	0.0

Total 0.4 ac

RZN-2025-0042
EXHIBIT 'B'

LEGAL DESCRIPTION

Lot 55, Skyler Place Addition, Fayetteville, Washington County, Arkansas, as shown on final Plat Record 23A at Page 89.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: October 13, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0042: Rezoning (2201 W. DEANE ST./ ATKINS, 364):** Submitted by ARKANSAS REAL ESTATE GROUP for property located at 2201 W. DEANE ST. The property is zoned RMF-6, RESIDENTIAL MULTI-FAMILY, SIX UNITS PER ACRE and contains approximately 0.36 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0042** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0042** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in west Fayetteville about 200 feet east of the City's Public Safety Campus. The property is zoned RMF-6, Residential Multi-Family, 6 Units per Acre and overall contains 0.36 of an acre. The property is developed with a single-family home that was built in 1947, per Washington County records. The property does not lie in an overlay district. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	University of Arkansas – Agricultural Research & Extension Center	R-A, Residential-Agricultural
South	Two-Family Residential	RMF-6, Residential Multi-Family, 6 Units per Acre
East	Two-Family Residential	RMF-6, Residential Multi-Family, 6 Units per Acre
West	Four-Family Residential	RMF-6, Residential Multi-Family, 6 Units per Acre

Request: The request is to rezone the property from RMF-6, 6 Residential Multi-Family, to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has a road frontage along W. Deane Street. W. Deane Street is a fully improved Neighborhood Link Street with asphalt paving, sidewalk, curb and gutter. The subject area has a road frontage along N. Evening Shade Drive. N. Evening Shade Drive is a fully improved Residential Link Street with asphalt paving sidewalk, curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. Existing 12-inch water main is present along W. Deane Street. Existing 2-inch water main is present along W. Deane Street. Existing 8-inch water main is present along N. Evening Shade Drive.

Sewer: Sanitary Sewer is available to the subject area. Existing 8-inch sewer main is present along N. Evening Shade Drive. Existing 8-inch sewer main is present on the subject property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams are present, nor are there hydric soils on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 269 ft from the fire station with an anticipated drive time of approximately 1 minutes using existing streets. The anticipated response time would be approximately 3.2 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, RMF-6, Residential Multi-Family, 6 Units per Acre, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

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 Sewer Main (8-inch N. Evening Shade Drive, 8-inch on the subject property)
- Near Water Main (12-inch W. Deane Street. Existing, 2-inch W. Deane Street, 8-inch N. Evening Shade Drive.)
- Near Public School (Asbell Elementary School)
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Midtown Trail)
- Near ORT Bus Stop (Deane & Evening Shade)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds that the requested rezoning is compatible with surrounding land uses and zoning patterns. The surrounding neighborhood to the east, south, and west consists of single-, two-, and four-family dwellings in close proximity to the site. The majority of nearby dwellings are in zoning district that are comparable to RI-U (RMF-6, RMF-24, RI-U, and RMF-40) that have similar by-right and conditional allowances with required urban form setback standard, so the introduction of RI-U would not potentially introduce completely foreign zoning district requirements and allowances. RI-U requires smaller comparative bulk and area requirements, which is in keeping with the neighborhood character. The bulk and area requirements for RMF-6 are intended for different types of residential development, which require more space for that development than what would be required of RI-U. A significant difference between the two are the density allowances with RI-U with no maximums and RMF-6 with 6 units per acre. This can be a concern because of the potential increase in development; however, RI-U would decrease in the scale of what could be developed compared to the impact of RMF-6. Given that the proposed zoning district would not result in significant impact to neighboring properties due to its similar requirements and allowances, 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, which is primarily residential in nature and supports a wide variety of housing types of appropriate scale and context. The RI-U zoning district would support this designation as it would allow for more residential opportunities. The property has a moderate infill score of 7, which indicates that it is a suitable location for infill because of the local infrastructure and development. The property is located within a Tier 3 city node located 2,700 feet to the northwest at the W. Mount Comfort Road and N. Shiloh Drive intersection across Highway 71. The proposed rezoning would allow a slight increase in development within an area while adhering to City Goals #1 (appropriate infill), #3 (compact development), and #6 (attainable housing opportunities). Staff finds that a rezoning to RI-U would**

allow for development opportunities that would be in character with surrounding residential properties

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 RMF-6 to RI-U. Staff finds that the proposed rezoning is compatible with surrounding properties and consistent with the City's future land use plans.**

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

Finding: **A rezoning from RMF-6 to RI-U could increase traffic in the area, but only minimally as the size of the property is small, capping density.**

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 additional 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-2025-0042 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		**Required**	**YES**
Date: October 13, 2025	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion:	Payne		
Second:	Castin		
Vote:	9-0-0		

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - 161.13 District RMF-6, Residential Multi-Family—Six (6) Units Per Acre
  - 161.12 District RI-U, Residential Intermediate – Urban
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

161.13 District RMF-6, Residential Multi-Family—Six (6) Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	6 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	50 feet
Two (2) family	50 feet
Three (3) family or more	90 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	7,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(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	25 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.

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.

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)

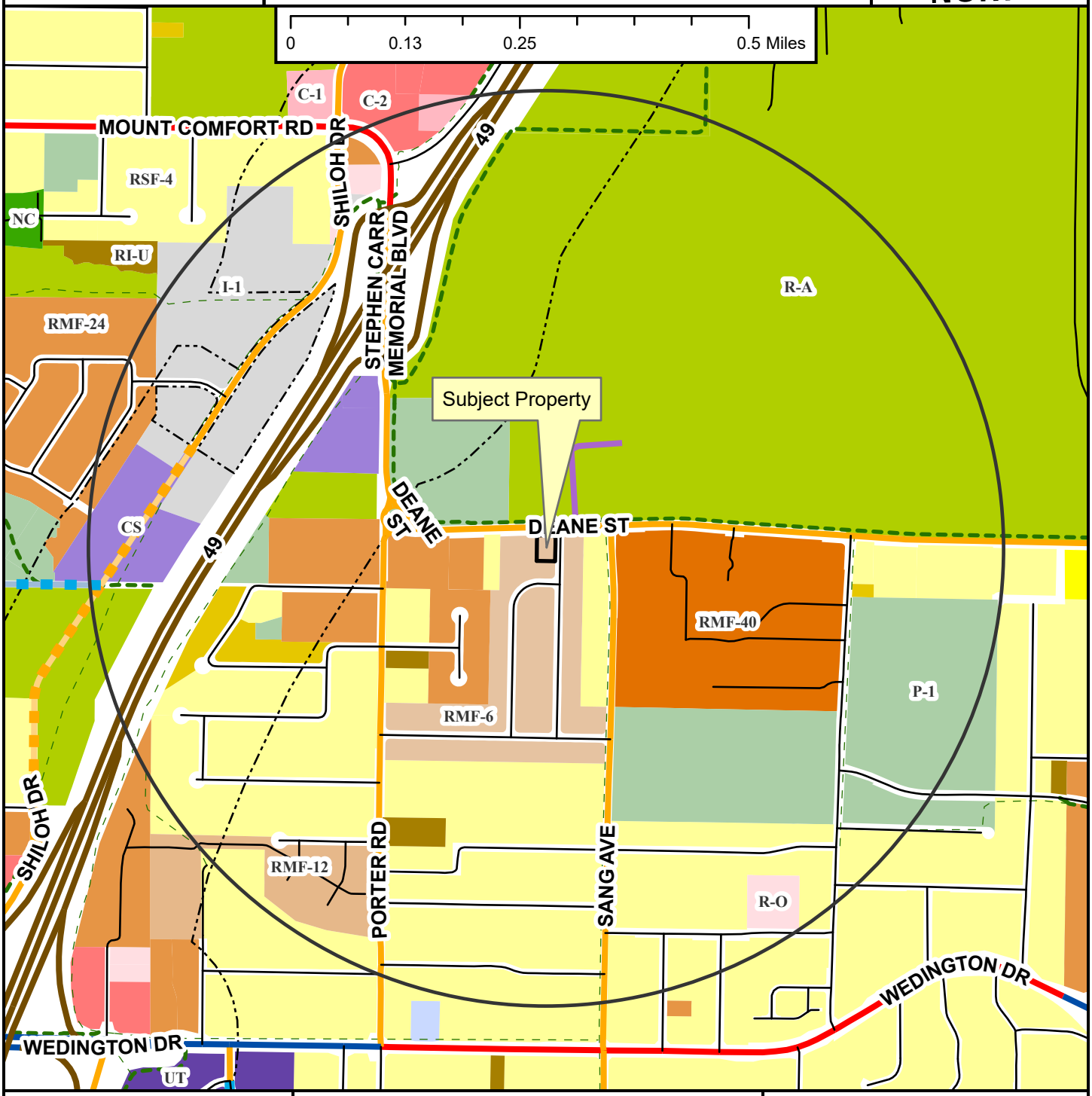
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 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-2025-0042

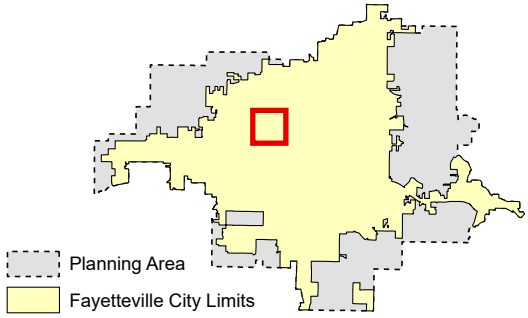
One Mile View

2201 W. DEANE ST

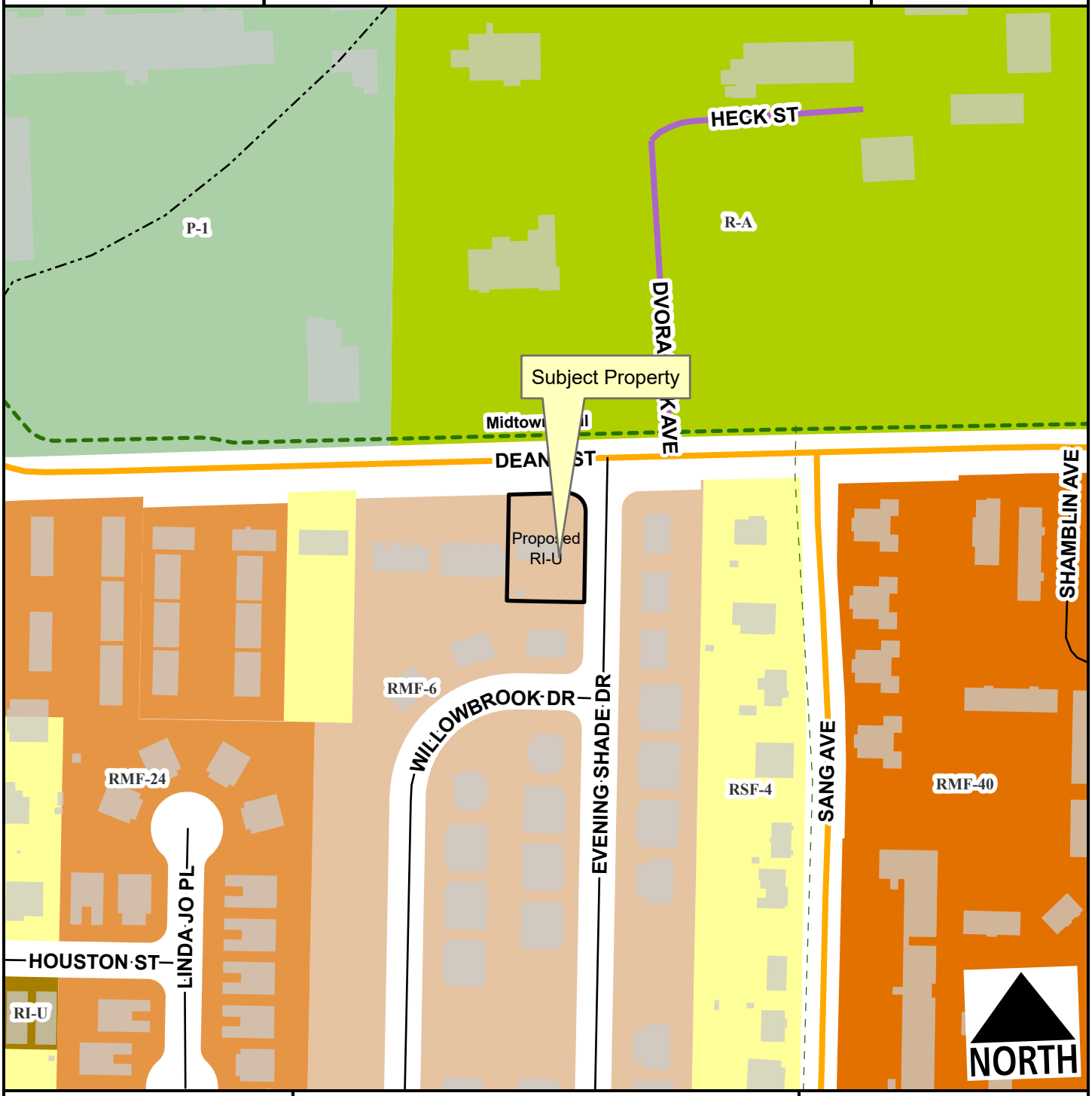
NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



RZN-2025-0042	2201 W. DEANE ST	
Close Up View		



- Neighborhood Link
- Institutional Master Plan
- Unclassified
- Residential Link
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.4
RMF-6	0.4	0.0

Total 0.4 ac

RZN-2025-0042

Current Land Use

2201 W. DEANE ST

NORTH



- Neighborhood Link
- Institutional Master Plan
- Freeway/Expressway
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

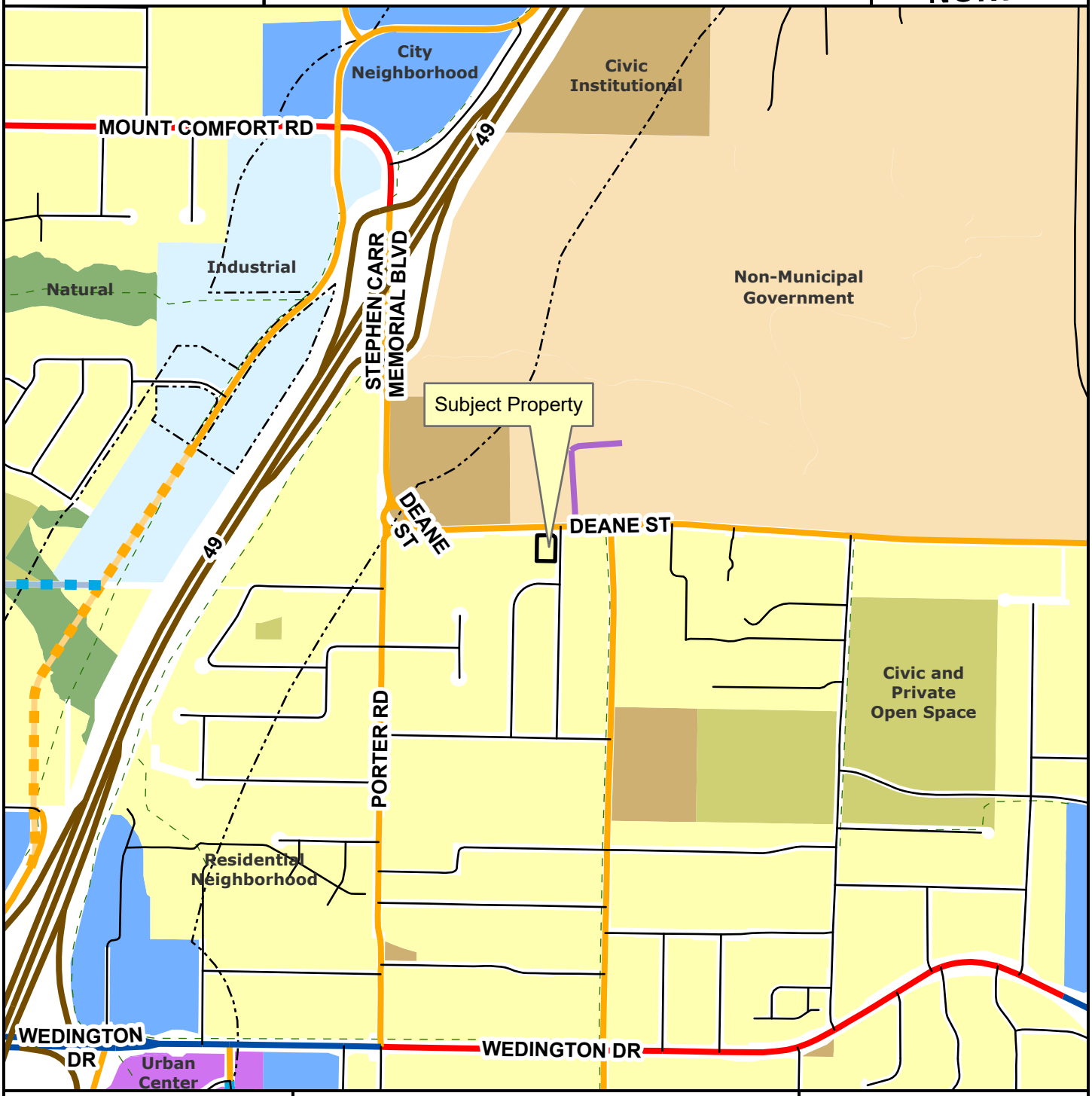
- 100-Year Floodplain
- Floodway

RZN-2025-0042

Future Land Use

2201 W. DEANE ST

NORTH



Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
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

August 11, 2025

City of Fayetteville
Attn: Planning Division
113 W. Mountain Street
Fayetteville, AR 72701

RE: 2201 W Deane St, Fayetteville, AR
Rezone Request

Staff and Commissioners,

This is a formal request for rezoning of the property located at 2201 W Deane St (Parcel 765-23359-000) from RMF-6 to RI-U.

The subject property contains approximately 0.36 acres on the southwest corner of W Deane St and N Evening Shade Dr. The property is currently zoned RMF-6, Residential Multi-Family - Six (6) Units Per Acre, and is developed with one single family residence. **I am requesting to rezone the property to RI-U, Residential Intermediate - Urban.**

The property is located with a variety of housing developments and residential zoning in the immediate vicinity, including direct adjacency to RMF-6 zoning, RMF-24 zoning approximately 300 feet to the west and RMF-40 zoning approximately 350 feet to the east. The property is also located directly adjacent to a quadplex and triplex to the west, as well as a variety of single- and multi-family developments nearby. The subject property has frontage along two streets, W Deane St and N Evening Shade Dr, as well as direct access to both water and sewer on the property. In addition, multiple City projects have occurred in the area, including street improvements to W Deane St and the new Police Headquarters and Fire Station #8 just 200 feet away. The future land use map designates this area as a Residential Neighborhood, and the property has an infill score of 7. For these reasons, the proposed zoning of RI-U is compatible with the neighboring properties, can be supported by nearby facilities and infrastructure, coincides with the city's designated future use of the area, and will not unreasonably adversely affect or conflict with the surrounding land uses.

In summary, and considering the information above, I am requesting a minor increase in residential density with the rezoning of the property at 2201 W Deane St from RMF-6 to RI-U. Should you have any questions or require any additional information, please do not hesitate to reach out at kdatkins21@gmail.com or 870.584.8986.

Sincerely,

Kyle Atkins

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2141

MEETING OF OCTOBER 28, 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-2025-0044: Rezoning (1229 N. LEWIS AVE/FINLEY, 403): Submitted by HOPE CONSULTING for property located at 1229 N. LEWIS AVE in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.52 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in west Fayetteville at the corner of W. Holly Street and N. Lewis Avenue and 570 feet north of the N. Lewis Avenue and W. Wedington Drive intersection. The property contains 0.52 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre and developed with a single-family home that Washington County records indicate was built in 1926.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to UN, Urban Neighborhood.

Public Comment: Staff has not received any public comment on this in item.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to UN to be compatible with the surrounding land uses. The uses permitted by right in UN, which include all types of dwellings as well as some commercial uses such as small- and medium-scale business, offices, and eating places, are compatible with the existing land uses in this area. The diverse uses allowed in UN are intended to support and compliment both commercial and residential zoning districts. Both residential and non-residential zoning districts are in the area, which include a radio station, a park, and school. Staff finds the addition of limited commercial on a corner lot could be a benefit to the existing residents and that the small size of the lot with a zoning height maximum of three-stories would likely mitigate negative impacts that could result from larger commercial development. Uses allowed conditionally in UN, including hotels, neighboring shopping, and small-scale production, may be suitable at this site, though any proposed conditional use would be contingent on Planning Commission approval. When compared to the site's current zoning of RSF-4, UN would allow for a increase in residential density as there is no prescribed density maximums and narrower lots than the current zoning (12 feet against 70 feet). However, the small property size paired with design standards related to parking and

access would likely act as a natural limitation while introducing and encouraging diverse residential options. The urban form setback standards of UN would additionally benefit the area as this compliments City's goal of a walkable urban area. Staff finds that the residential allowances and limited nonresidential uses introduced would support the area and have limited negative impacts.

The property contains a single-family dwelling constructed in 1926, according to the County Assessors Records. However, aerial maps of the area indicate that the building may have been constructed later, sometime between 1956 and 1965. This dwelling represents an early- to mid-twentieth century vernacular residence, with prominent native stone chimney on the façade. Individually, the property is unlikely to be eligible for state or National Register of Historic Places listing based on architectural significance alone, as modifications over the years have negatively impacted its integrity of design and materials. City Staff requests that the property owner and/or applicant consult with the City's Long Range & Preservation Planner prior to demolition or alteration of historic structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

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 traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. The UN zoning district would allow for a mixture of residential densities that are urban in form. If the property were to be redeveloped or subdivided, Staff finds that UN would encourage an environment that is more appealing to pedestrians while offering supporting uses to the area. The property has a moderately high weighted infill score of 11 which indicates that the site is prepared to accommodate increased housing density and potentially the introduction of small commercial use. Rezoning could support Goals 1, 3, and 6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing that could enable residents to remain in the neighborhood as their housing needs change.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8-9** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (6-inch N. Lewis Avenue)
- Near Water Main (8-inch N. Lewis Avenue, 8-inch W. Holly Street)
- Near Grocery Store (Harps)
- Near Public School (Asbell Elementary School)
- Near U of A Campus
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Mount Comfort Road)
- Near Razorback Bus Stop (Wedington & Sang, Mount Comfort & Stephens)

DISCUSSION:

At the October 13, 2025 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne motioned, and Commissioner Cabe seconded. The applicant was present and available to answer any questions that the Commission had. No questions were asked. No members of the public spoke at the meeting and there was no discussion amongst the Commission.

BUDGET/STAFF IMPACT:

N/A

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 #: 2025-2141

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-44 FOR APPROXIMATELY 0.52 ACRES LOCATED AT 1229 NORTH LEWIS AVENUE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo RSF-4, Residential Single-Family, 4 Units Per Acre to UN, Urban Neighborhood.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2141

Item ID

11/4/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	10/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0044: Rezoning (1229 N. LEWIS AVE/FINLEY, 403): Submitted by HOPE CONSULTING for property located at 1229 N. LEWIS AVE in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.52 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

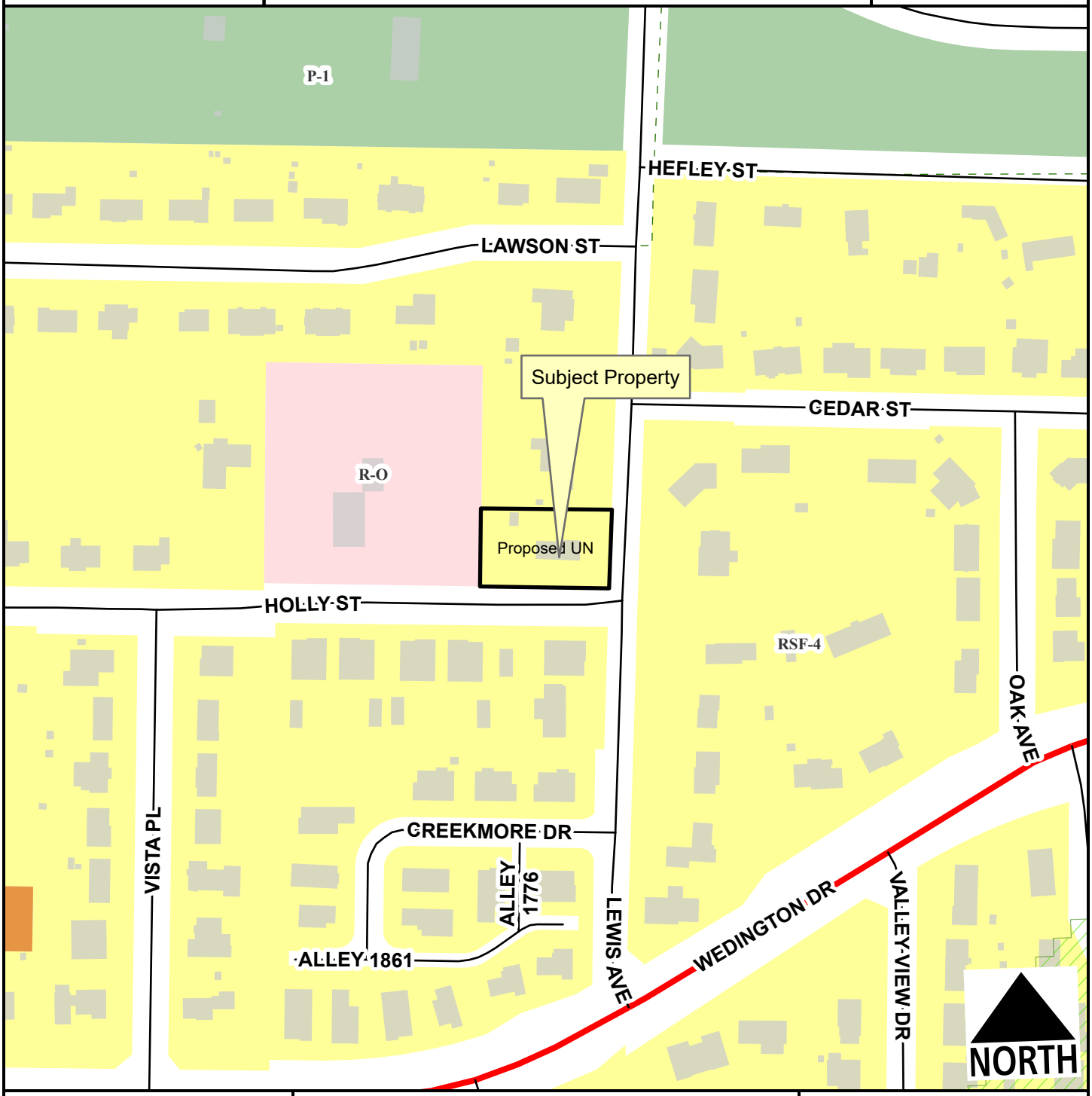
Comments:

RZN-2025-0044

Close Up View

1229 N. LEWIS AVE

RZN-2025-0044
EXHIBIT 'A'



- Regional Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
R-O	0.0	0.0
RSF-4	0.4	0.0
UN	0.0	0.4

Total 0.4 ac

LEGAL DESCRIPTION (PARCEL NO. 765-13812-000)
WASHINGTON COUNTY INSTRUMENT 2025-00008466

A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 492 FEET SOUTH OF THE NORTHEAST CORNER OF SAID 20-ACRE TRACT, AND RUNNING THENCE SOUTH 108 FEET; THENCE WEST 210 FEET; THENCE NORTH 108 FEET; THENCE EAST 210 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.52 ACRE, MORE OR LESS.

ALSO DESCRIBED AS A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°14'37" WEST 495.96 FEET FROM THE NORTHEAST CORNER OF SAID NORTH 1/2 AND RUNNING THENCE SOUTH 00°14'37" WEST 108.00 FEET; THENCE SOUTH 89°49'58" WEST 210.45 FEET; THENCE NORTH 00°01'30" EAST 108.00 FEET; THENCE NORTH 89°50'00" EAST 210.87 FEET TO THE POINT OF BEGINNING, CONTAINING 0.052 ACRES, MORE OR LESS, AS SHOWN IN SURVEY BY BATES & ASSOCIATES, INC., DATED 11/29/2010, FILED IN/AS LAND DOCUMENT NO. 2010-38495.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

THRU: Wesley Frank, Planner

MEETING DATE: October 13, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0044: Rezoning (1229 N. LEWIS AVE/FINLEY, 403):** Submitted by HOPE CONSULTING for property located at 1229 N. LEWIS AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.52 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0044** to City Council with a recommendation for approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2025-0044** to City Council with a recommendation for approval."

BACKGROUND:
The subject property is in west Fayetteville at the corner of W. Holly Street and N. Lewis Avenue and 570 feet north of the N. Lewis Avenue and W. Wedington Drive intersection. The property contains 0.52 of an acre which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that Washington County records indicate was built in 1926. 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	Commercial – Radio Station	R-O, Residential-Office

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to UN, Urban Neighborhood.

Public Comment: Staff has not received any public comment on this in item.

INFRASTRUCTURE AND ENVIRONMENTAL ANALYSIS:

Streets: The subject area has a road frontage along North Lewis Avenue. North Lewis Avenue is a Partially improved Residential Link Street with asphalt paving and open ditches. The subject area has a road frontage along West Holly Street. West Holly Street 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.

Water: Public water is available to the Subject area. Existing 8-inch water main is present along North Lewis Avenue. Existing 8-inch water main is present along West Holly Street.

Sewer: Sanitary Sewer is available to the Subject area. Existing 6-inch sewer main is present along North Lewis Avenue.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system adjacent to 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.

Hydric soils are present on 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 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 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 8, located at 2266 W Deane St., protects this site. The property is located approximately 0.8 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district of UN, Urban Neighborhood requires **15% minimum canopy preservation.** The current zoning district of RSF-4, Residential Single-Family, 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 **8-9** for this site with a weighted score of **11**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (6-inch N. Lewis Avenue)
- Near Water Main (8-inch N. Lewis Avenue, 8-inch W. Holly Street)
- Near Grocery Store (Harps)
- Near Public School (Asbell Elementary School)
- Near U of A Campus
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Lawson Street)
- Near Razorback Bus Stop (Wedington & Sang, Mount Comfort & Stephens)

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 UN to be compatible with the surrounding land uses. The uses permitted by right in UN, which include all types of dwellings as well as some commercial uses such as general business, offices, and eating places, are directly compatible with the existing land uses in this area. Those diverse uses in UN are intended to support both commercial and residential zoning districts. Both residential and non-residential zoning districts are in the area, which include a radio station, a park, and school. Staff finds the addition of limited commercial on a corner lot could be a benefit to the existing residents and that the small size of the lot with a zoning height maximum of three-stories would likely mitigate negative impacts that could result from larger commercial development. Uses allowed conditionally in UN, including hotels, neighboring shopping, and small-scale production, may be suitable at this site, though any proposed conditional use would be contingent on Planning Commission approval. When compared to the site's current zoning of RSF-4, UN would allow for a slight increase in residential density as there

is no density maximums and narrower lots than the current zoning (12 feet against 70 feet). However, the small property size paired with design standards of parking and access would likely act as a cap while introducing and encouraging diverse residential options. The urban form setback standards of UN would additionally benefit the area as this compliments City's goal of a walkable urban area. Staff finds that the residential allowances and limited nonresidential uses introduce would support the area and have limited negative impacts on the area.

The property contains a single-family dwelling constructed in 1926, according to the County Assessors Records. However, aerial maps of the area indicate that the building may have been constructed later, sometime between 1956 and 1965. This dwelling represents an early- to mid-twentieth century vernacular residence, with prominent native stone chimney on the façade. Individually, the property is unlikely to be eligible for state or National Register of Historic Places listing based on architectural significance alone, as modifications over the years have negatively impacted its integrity of design and materials. City Staff requests that the property owner and/or applicant consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

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 traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. The UN zoning district would allow for a mixture of residential densities that are urban in form. If the property were to be redeveloped or subdivided, Staff finds that UN would encourage an environment that is more appealing to pedestrians while offering supporting uses to the area. The property has a moderately high weighted infill score of 11 which indicates that the site is prepared to accommodate increased housing density and potentially the introduction of small commercial use. Rezoning could support Goals 1, 3, and 6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing that could enable residents to remain in the neighborhood as their housing needs change.**

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 UN 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 UN 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 adjacent to the 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-2025-0044 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: October 13, 2025	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion: Payne			
Second: Cabe			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:

    - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
    - §161.37 Urban Neighborhood
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Long Range Planning Memo
- Request letter

161.07 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.

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

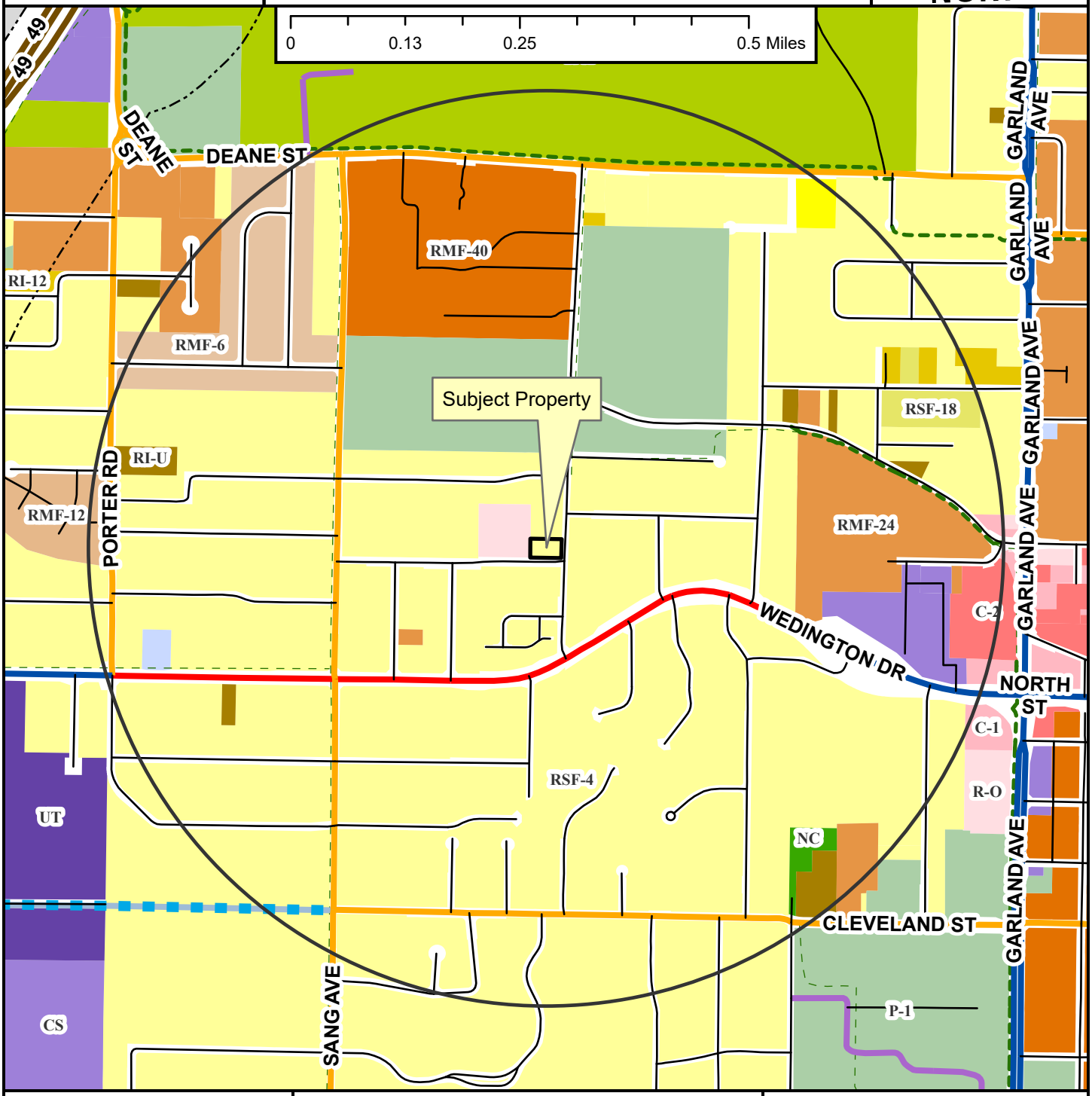
(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 6830, §1(Exh. A), 1-7-25; Ord. No. 6879, §2, 5-20-25)

RZN-2025-0044

One Mile View

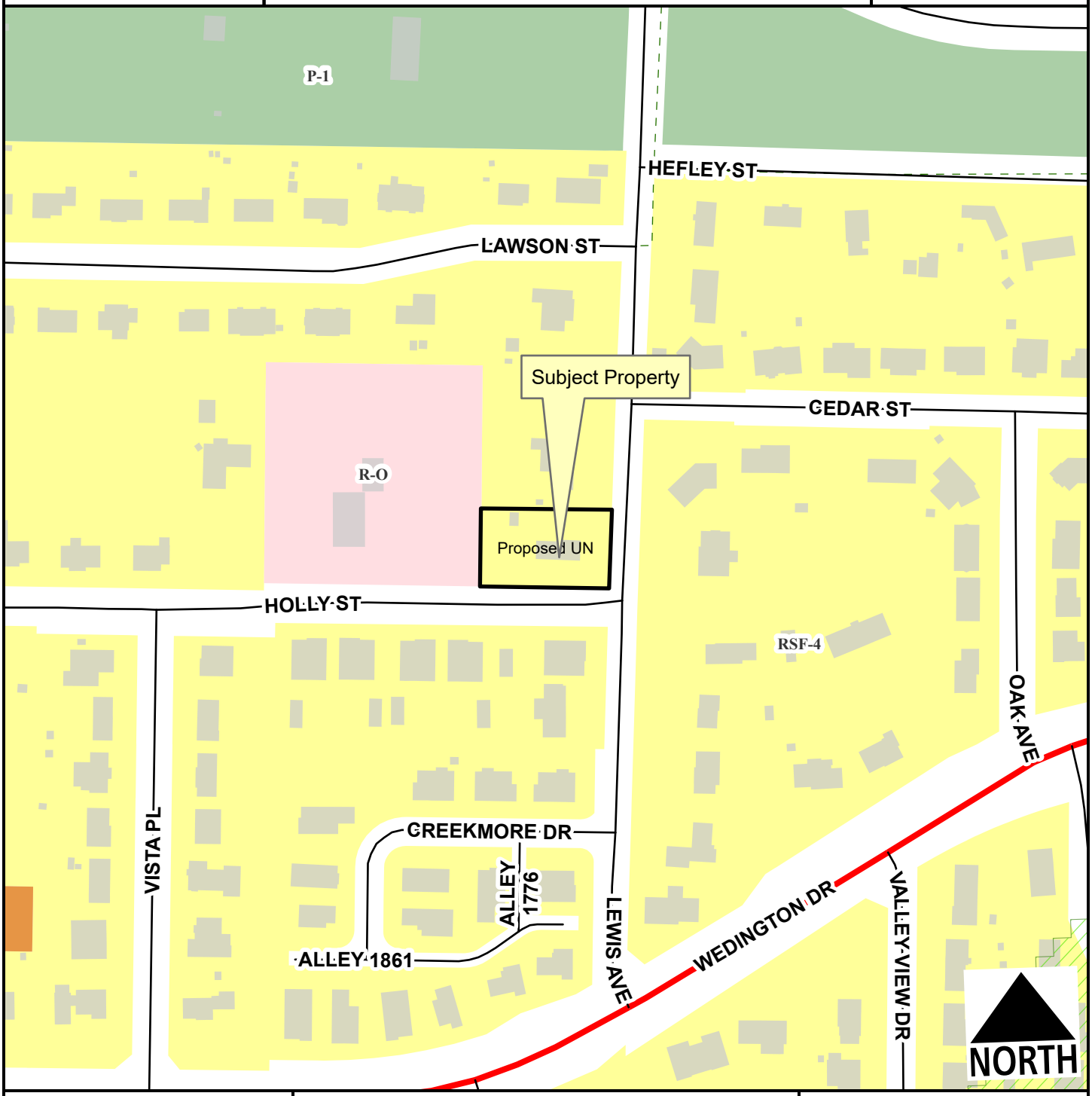
1229 N. LEWIS AVE



RZN-2025-0044

Close Up View

1229 N. LEWIS AVE



- Regional Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
R-O	0.0	0.0
RSF-4	0.4	0.0
UN	0.0	0.4

Total 0.4 ac

RZN-2025-0044

Current Land Use

1229 N. LEWIS AVE

NORTH



- Regional Link
- 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

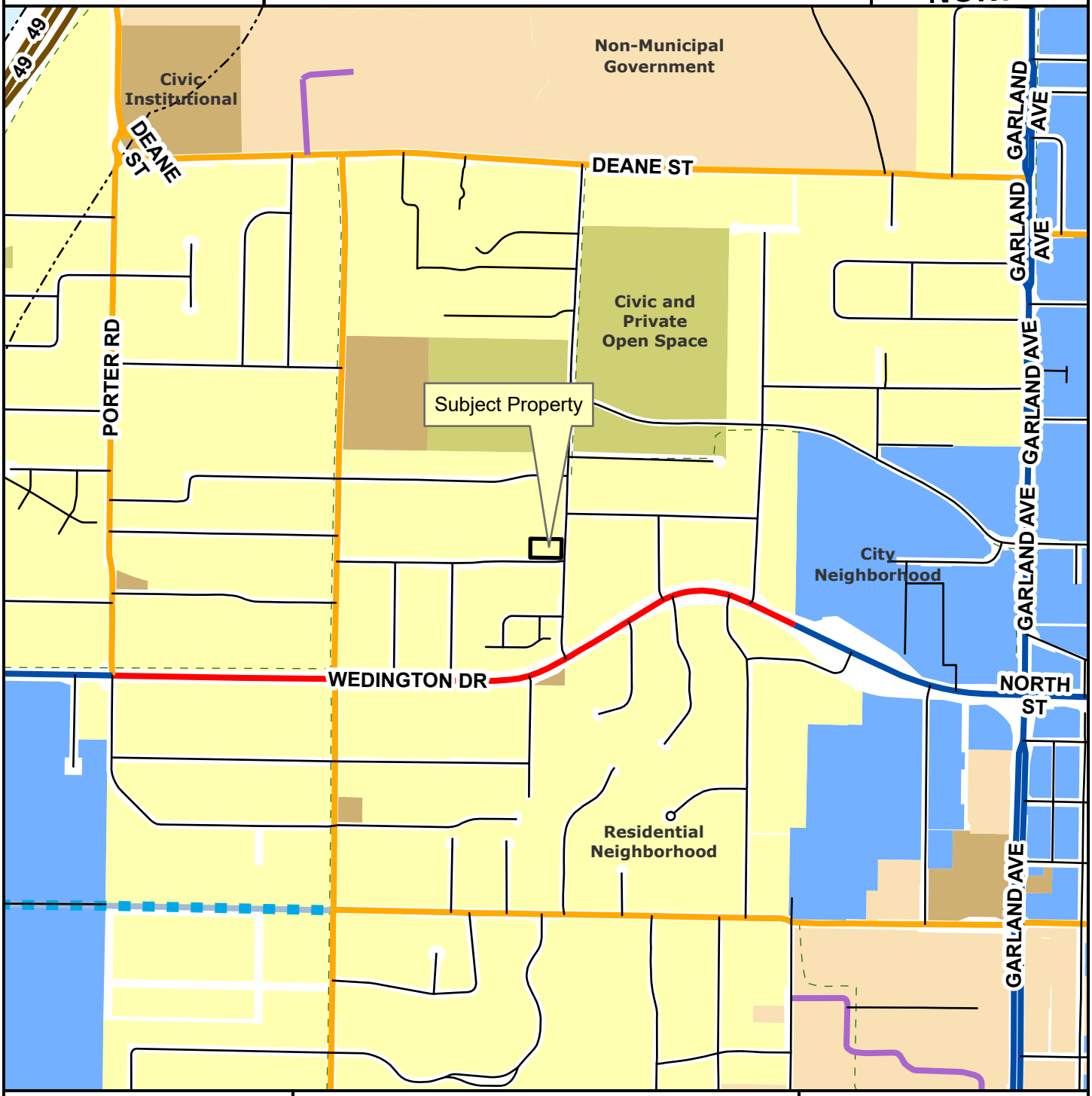
- 100-Year Floodplain
- Floodway

RZN-2025-0044

Future Land Use

1229 N. LEWIS AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- 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

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Wes Frank, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: October 13, 2025

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0044**

RECOMMENDATION:
Advisory Only: Property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

BACKGROUND:
The applicant requests to rezone approximately 0.52 acres, from RSF-4, Residential Single Family, Four Units Per Acre to UN, Urban Neighborhood. Rezonings often precede projects that involve substantial demolition and redevelopment of sites. The proposed rezoning of the property has the potential to adversely impact a historic-age property via the future demolition of an identified historic structure. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Heritage & Historic Preservation Plan.*

City Plan 2040 (2020):
Although the City does not have a demolition review ordinance in place currently, it is important to review and acknowledge the proposal's impact on historic properties as part of the City Plan 2040 objectives that may be considered with the zoning request:

- 3.1.6 – Encourage historic preservation and adaptive reuse of buildings (p.24)
- 3.1.7 – Encourage protection of community character in established neighborhoods (p.25)
- 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.44)

Heritage & Historic Preservation Plan (2023):
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

DISCUSSION:
The house will be nonconforming to setbacks under UN, which has a front build-to zone of 0'-25'. When this house was constructed, it was located in a rural area on the outskirts of Fayetteville where it was common for houses to be set back farther from the road and on larger lots than in urban areas.

Property History:
The property contains a single-family dwelling constructed ca. 1926, according to the County Assessors Records. However, aerial maps of the area indicate that the building may have been constructed later, sometime between 1956 and 1965 (see attachments).[1] This dwelling represents an early- to mid-twentieth century vernacular residence, with prominent native stone chimney on the façade. Individually, the property is unlikely to be eligible for state or National Register of Historic Places listing based on architectural significance alone, as modifications over the years have negatively impacted its integrity of design and materials.


Façade, looking west.


South side, looking north.

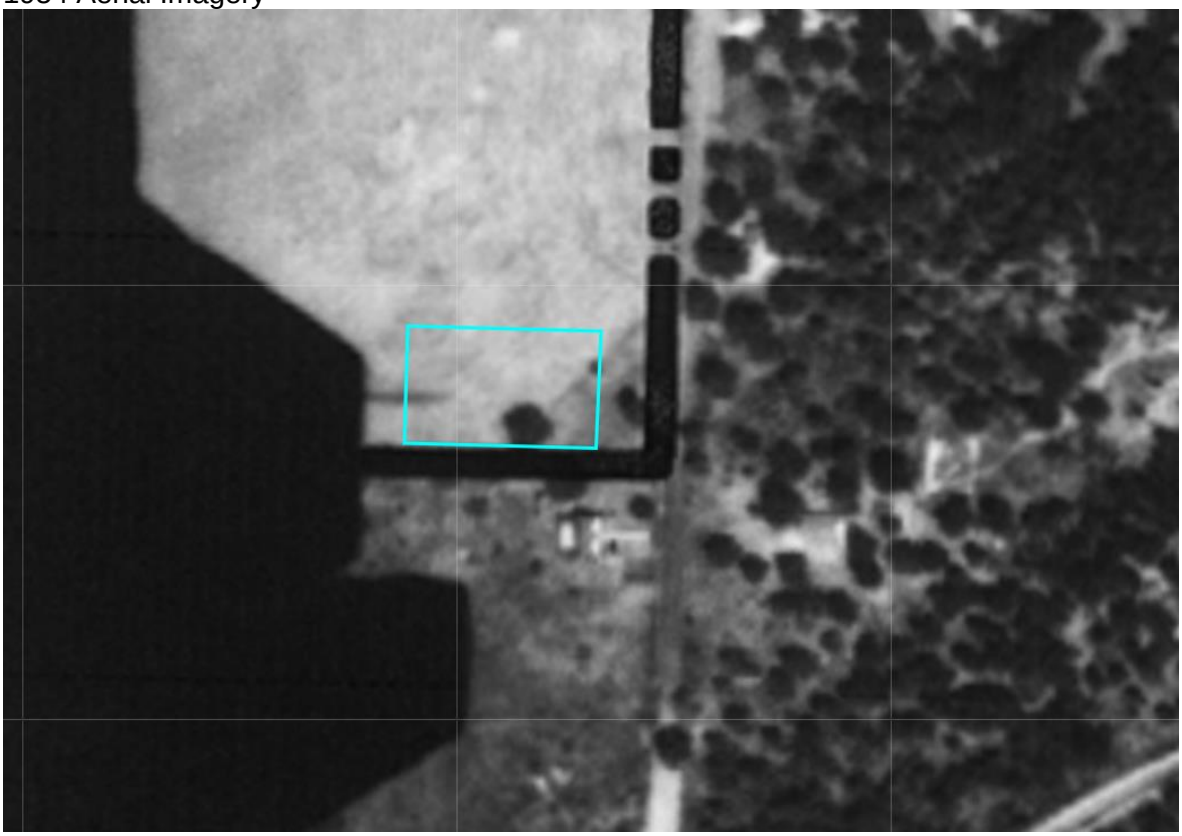
[1] Long Range Planning staff have received grant funding from Arkansas Historic Preservation Program to support a survey of historic structures within the Fayetteville city limits. The survey is launching in Fall 2025. Current survey information is incomplete and may include inaccurate estimated construction dates for historic structures. Some historic homes, for example, are older than they initially appear due to exterior changes that mask original design features and building forms. Maps and other public records can serve as resources to improve accuracy in identifying historic structures, particularly those over a century in age.

ATTACHMENTS:

1965 Aerial Imagery



1954 Aerial Imagery



HOPE CONSULTING

129 NORTH MAIN STREET, BENTON, ARKANSAS 72015
T: (501) 315-2626 E: WWW.HOPECONSULTING.COM

August 25, 2025

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

1229 North Lewis Avenue (Parcel No. 765-13812-000) Rezone Narrative Letter

Dear Planning Staff,

Please let this letter serve as a narrative for the submission of 1229 North Lewis Avenue Rezoning request. The property is currently zone RSF-4, Residential Single Family – Four Units per Acre, and consists of 0.52 Acres. A portion of about 0.10 acres of the subject property is within the North Lewis Avenue & West Holly Street Right-of-Way.

We are seeking to rezone this property from its current RSF-4, Residential Single Family – Four Units per Acre, to UN, Urban Neighborhood. The proposed rezoning of UN would not unreasonably adversely impact the neighboring properties or conflict with the surrounding land uses. This is because UN is consistent and compatible with the current surrounding land use of the neighboring properties. The adjacent properties are zoned RSF-4, & R-O, Residential Office which has a density of Twenty-four Units per Acre. Rezoning the property to UN is consistent and compatible with the current land uses of these adjacent properties that have similar zoning permitted uses. The requested rezoning will not change the residential nature of the area.

A meeting was held with Planning & Engineering Staff June 26th to discuss the potential of rezoning the subject property to Urban Neighborhood and was received with support of this zoning classification. The property owner has also expressed developing this property in the future as residential. UN zoning gives more flexibility to the type of residential development on this property. The single-family residential land use of this overall area will be maintained. The rezoning also would not unreasonably impact any of the neighboring properties.

For the reasons stated herein, we request that the property be rezoned from RSF-4, Residential Single Family - Four Units per Acre to UN, Urban Neighborhood.

Please feel free to contact me if you have any questions or concerns with this rezone request.

Sincerely,

Dillon B. Bentley

Dillon Bentley, P.E.
NWA Lead Engineer
Hope Consulting