City of Fayetteville, Arkansas

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

City Council Tentative Agenda

Tuesday, December 9, 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: 813 2855 7124
Public Registration Link: https://us06web.zoom.us/webinar/register/WN_CzoeOzoeS5y1V3Lm9lZVaw

AgendaItemComment@Fayetteville-AR.GOV

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

1. Recognition of Community Member James Jim Blair

City Council Meeting Presentations, Reports and Discussion Items

1. Nominating Committee Report - Committee Chair

A. Consent

A.1. Approval of the December 2, 2025 City Council Meeting Minutes.

A.2. Vehicle Parts, Tear Down, Inspect and Repair Services:
A resolution to approve the purchase of parts and repair services from original equipment manufacturers or their authorized vendors or repair locations in excess of $40,000.00 to tear down, inspect, repair and maintain warranty where applicable for vehicle and equipment repairs as needed through December 31, 2026, within the approved budget. (2025-2475)

A.3. Samsara Telematics Master Agreement for Vehicle and Asset Management:
A resolution to approve the purchase of vehicle monitoring equipment and services from Samsara, Inc. in the amount of $107,302.57 for 2026, and to authorize the ongoing purchase of equipment and services through April 23, 2029, pursuant to a Sourcewell Cooperative Purchasing Contract. (2025-2564)

A.4. Community Access Television, Inc.:
A resolution to approve an amendment to the Professional Services Contract with Community Access Television d/b/a Your Media in the amount of

$220,725.00 to extend the agreement for public access television for one additional year, contingent on approval of the 2026 Annual Budget and Work Program. (2025-2423)

A.5. Recognize Community Access Television FPTV Trust Revenue:
A resolution to approve a budget adjustment in the amount of $10,000.00 to recognize Public Access activity revenue for future promotional activities for Fayetteville Public Television. (2025-2424)

A.6. District Court Technology Purchase:
A resolution to approve a budget adjustment in the amount of $122,000.00 to recognize and appropriate revenue from the Court Automation Fund for upgrades to court servers, software, computers, and related technology equipment. (2025-2545)

A.7. HR Learning Management Software Purchase:
A resolution to approve the purchase of learning management software in the amount of $85,767.25 from Governmentjobs.com, Inc. d/b/a NeoGov, pursuant to a Sourcewell Cooperative purchasing contract. (2025-2541)

A.8. Approval of an Area Agency on Aging of Northwest Arkansas Contract:
A resolution to approve Amendment No. 1 to the contract with the Area Agency on Aging of Northwest Arkansas in the amount of $182,577.00 to provide public recreation services for senior residents. (2025-2514)

A.9. Recognize Parks Donation Revenue:
A resolution to approve a budget adjustment in the amount of $70,011.00 representing donation revenue to Parks, Natural Resources and Cultural Affairs from residents and local businesses. (2025-2478)

A.10. Recognize and Allocate Animal Services Donation Revenue:
A resolution to approve a budget adjustment in the amount of $486,948.00 representing donation revenue to the Animal Services Division. (2025-2476)

A.11. Approval of Lease Agreement with the Arkansas Air and Military Museum, Inc.:
A resolution to approve a lease agreement with the Arkansas Air and Military Museum, Inc. for property located at Drake Field, to automatically renew for additional one-year terms. (2025-1846)

A.12. Purchase of Asset Inspection and Decision Support Software:
A resolution to waive competitive bidding and authorize the purchase of GraniteNet Asset Inspection and Decision Support Software from Cues, Inc. in an amount not to exceed $50,000.00 per year on an as-needed basis through December 31, 2030. (2025-2494)

A.13. Amendment to Inframark, LLC Contract:
A resolution to approve Amendment No. 1 to the contract with Inframark, LLC for wastewater treatment operations, maintenance, and management services in the amount of $8,450,000.00 for services provided in 2026. (2025-2431)

A.14. Bid 25-51 Grant Garrett Excavating, Inc.:
A resolution to award Bid #25-51 and authorize a contract with Grant Garrett Excavating, Inc. for construction of the Cato Springs Sewer Extension and Lift Station Improvements Project in the amount of $2,892,557.10, to approve a project contingency in the amount of $300,000.00, and to approve a budget adjustment. (2025-2490)

A.15. Amendment to Crafton, Tull & Associates, Inc. Contract:
A resolution to approve Amendment No. 1 to the contract with Crafton, Tull & Associates, Inc. in an amount not to exceed $135,000.00 for design of the sanitary sewer lift station, gravity, and force main lines associated with the South Cato Springs Holdings, LLC Economic Development Project. (2025-2489)

A.16. Approval of an Agreement with Johnson Controls, Inc.:
A resolution to approve a Planned Service Agreement with Johnson Controls, Inc. in the amount of $79,100.00, for three years, plus the cost of non-scheduled service calls. (2025-2515)

A.17. Release of Notice for Property Located at 2301 W. Martin Luther King Jr. Boulevard:
A resolution to authorize Mayor Rawn to sign a Release of Notice for property located at 2301 West Martin Luther King Jr. Boulevard to remove a potential cloud on title. (2025-2470)

A.18. Approval of a Contract with the Fayetteville Chamber of Commerce:
A resolution to approve a one year contract with the Fayetteville Chamber of Commerce in the amount of $250,000.00 to provide economic development consulting services. (2025-2496)

A.19. Approval of an Agreement with Downtown Fayetteville Coalition:
A resolution to approve a services agreement in the amount of $175,000.00 annually with the Downtown Fayetteville Coalition for a three-year term. (2025-2538)

A.20. Award RFQ 25-15 with Rania Alomar Architect, Inc.:
A resolution to award RFQ 25-15 and sign a contract with Rania Alomar Architect, Inc. for the design of the Animal Services Facility in the amount of $180,235.00, and to approve a budget adjustment. (2025-2418)

A.21. Award RFQ 25-16 with CR Crawford Construction LLC:
A resolution to award RFQ 25-16 and sign a contract with CR Crawford

Construction LLC for the pre-construction phase of the Animal Services Facility in the amount of $12,500.00, and to approve a budget adjustment. (2025-2419)

A.22. Award RFQ 25-19 with Flintco LLC:
A resolution to award RFQ 25-19 and sign a contract with Flintco LLC for the pre-construction phase for the Fire Training Facility in the amount of $15,000.00, and to approve a budget adjustment. (2025-2497)

A.23. Award RFQ 25-01 with Miller Boskus Lack, PA:
A resolution to award RFQ 25-01 and sign a contract with Miller Boskus Lack, PA for architectural design services for Fire Station 10 and the Fire Training Facility in the amount of $20,000.00, plus $5,000.00 for reimbursable expenses, and to approve a budget adjustment. (2025-2493)

A.24. Approval to Purchase Fuel Station Equipment:
A resolution to approve the purchase of fuel station equipment for the Police Department Headquarters in the amount of $205,088.23 from SPATCO Energy Solutions, pursuant to a Sourcewell Cooperative Purchasing Contract. (2025-2477)

A.25. Approval of Police Department Policies:
A resolution to approve Fayetteville Police Department Policies 26.1.1 Disciplinary Matters & Award Procedures; 41.2.7 Department Response to Subjects with Mental Health Issues; and 61.2 Collision Investigation. (2025-2539)

B. Unfinished Business

B.1. RZN 2025-0048 N. Marks Mill Lane:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-48 for approximately 26.7 acres located south of North Marks Mill Lane in Ward 3 from RSF-4, Residential Single-Family, 4 Units Per Acre and UC, Urban Corridor to P-1, Institutional. (2025-2270)

At the November 18, 2025 City Council meeting, this ordinance was left on the first reading.

At the December 2, 2025 City Council meeting, this ordinance was left on the second reading.

B.2. Short-Term Rental Ordinance:
An ordinance to repeal Ordinances 6427, 6625, 6710, 6820, 6888, and 6936 and to enact this replacement ordinance to legalize the operation of Short-Term Rentals pursuant to reasonable regulations. (2025-2485)

At the December 2, 2025 City Council meeting, this ordinance was approved, but its emergency clause failed. The City Council then moved to reconsider the item, and tabled it to the December 16, 2025 City Council meeting. This ordinance is on its third and final reading.

B.3. 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)

At the November 4, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the November 18, 2025 City Council meeting.

At the November 18, 2025 City Council meeting, this ordinance failed.

At the December 2, 2025 City Council meeting, the City Council voted to reconsider the final vote that occurred on this item at the November 18, 2025 City Council meeting. The City Council then left this item on the third and final reading and tabled it to the December 16, 2025 City Council meeting.

City Council Agenda Session Presentations

Public Facilities Board Presentation

C. New Business

C.1. Public Hearing: Butterfield Trail Village Public Facilities Board Revenue Bonds:
A resolution ratifying the resolution of the Fayetteville Public Facilities Board which approved issuance of Public Facilities Board revenue bonds for the Butterfield Trail Village Project; and prescribing other matters pertaining thereto. (2025-2569)

C.2. VAC 2025-0026 N. Gregg Ave.:
An ordinance to approve the vacation of a 4,850 square foot portion of a tree preservation easement located north of 3600 North Gregg Avenue contingent on the dedication of a replacement tree preservation easement totaling 5,534 square feet and other conditions. (2025-2483)

C.3. VAC 2025-0017 S. Duncan Ave & W. Treadwell St.:
An ordinance to approve VAC-25-17 for property located west of South Duncan Ave and West Treadwell Street in Ward 2 to vacate 0.02 acres of sewer easement. (2025-2486)

C.4. VAC 2025-0025 S. Van Buren Ave.:
An ordinance to approve VAC-25-25 for property located at 1370 and 1378 South Van Buren Avenue in Ward 1 to vacate 0.25 acres of right of way. (2025-2549)

C.5. VAC 2025-0029 N. Rupple Road:
An ordinance to approve VAC-25-29 for property located at 618 North Rupple Road in Ward 4 to vacate 0.07 acres of utility easement. (2025-2563)

C.6. VAC 2025-0030 N. Gulley Road:
An ordinance to approve VAC-25-30 for property located at 3383 North Gulley Road in Washington County to vacate 0.10 acres of water easement. (2025-2517)

C.7. RZN 2025-0049 W. Miller St.:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-49 for approximately 0.20 acres located at 258 West Miller Street in Ward 2 from RSF-4, Residential Single-Family, 4 Units Per Acre to UN, Urban Neighborhood. (2025-2547)

C.8. RZN 2025-0053 W. Sligo St.:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-53 for approximately 0.17 acres located at 1539 West Sligo Street in Ward 1 from RSF-4, Residential Single-Family, 4 Units Per Acre to RI-U, Residential Intermediate-Urban. (2025-2552)

C.9. RZN 2025-0054 E. 12th St.:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-54 for approximately 0.20 acres located at 187 E. 12th Street in Ward 1 from NC, Neighborhood Conservation to UN, Urban Neighborhood. (2025-2551)

C.10. RZN 2025-0055 N. Easy Ave.:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-55 for approximately 0.30 acres located at 2040 North Easy Avenue in Ward 2 from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services-General. (2025-2553)

C.11. RZN 2025-0056 N. Chestnut Ave.:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-56 for approximately 0.83 acres located at 1723 North Chestnut Avenue in Ward 2 from C-2, Thoroughfare Commercial to CS, Community Services. (2025-2550)

D. Proposed Agenda Additions

E. City Council Tour

F. Announcements

G. Adjournment

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2475

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS, THEIR AUTHORIZED VENDORS OR AFTERMARKET VENDORS FOR EXPENDITURES IN EXCESS OF $40,000 TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED INCLUDING BUT NOT LIMITED TO UTILIZING CORPORATE ACCOUNTS, PURCHASING COOPERATIVES AND STATE CONTRACTS THROUGH DECEMBER 31, 2026 AND WITHIN THE APPROVED BUDGET.

BACKGROUND:
Fleet Operations, along with approved repair vendors and distributors, may perform internal engine, powertrain, body or hydraulic repairs on fleet vehicles and equipment. These repairs may involve assets that are still covered under manufacturer or dealer warranty, as well as older units that are no longer under the original manufacturers' warranty but may have a new part or component warranty. In situations where Fleet Operations does not have adequate staffing, scheduling capacity, or available shop space to complete the work in a timely manner due to existing workload, authorized external vendors may be utilized.

Tear-down, inspection, and diagnostic services related to engine and powertrain repairs are exempt from quote requirements, as the full scope of work and necessary parts cannot be reasonably determined until disassembly and inspection are complete. During the tear-down and inspection process, Fleet staff or authorized repair vendors may identify additional damaged or failed components that are not covered under warranty and must be replaced to complete the repair safely and effectively. When this occurs, these components may be repaired or replaced at the same time as the warranty work to minimize downtime and avoid duplication of labor.

DISCUSSION:
Fleet Operations recommends approving total expenditures in excess of $40,000, per city policy, through the end of the fiscal year to maintain vehicle and equipment warranties or part and component warranties for these vendors and within the approved budget.

BUDGET/STAFF IMPACT:
Parts and repair services are funded through Fleet Operations annual operating budget.

ATTACHMENTS: 3. Staff Review Form

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

File #: 2025-2475

A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS IN EXCESS OF $40,000.00 TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED THROUGH DECEMBER 31, 2026, WITHIN THE APPROVED BUDGET

WHEREAS, pursuant to Ark. Code Ann. §14-58-104(6), formal competitive bidding is not necessary for "replacement parts and labor for repairs of machinery and equipment."

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of parts and repair services from original equipment manufacturers or their authorized vendors or repair location in excess of $40,000.00 to tear down, inspect, repair and maintain warranty where applicable for vehicle and equipment repairs as needed through December 31, 2026, within the approved budget.

City of Fayetteville Staff Review Form

2025-2475

Item ID

12/16/2025

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

Ross Jackson	11/18/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS, THEIR AUTHORIZED VENDORS OR AFTERMARKET VENDORS FOR EXPENDITURES IN EXCESS OF $40,000 TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED INCLUDING BUT NOT LIMITED TO UTILIZING CORPORATE ACCOUNTS, PURCHASING COOPERATIVES AND STATE CONTRACTS THROUGH DECEMBER 31, 2026 AND WITHIN THE APPROVED BUDGET.

Budget Impact:

9700.770.1910-5214.00 9700.770.1910-5315.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,679,600.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	1,679,600.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	1,679,600.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2564

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **SAMSARA TELEMATICS MASTER AGREEMENT FOR VEHICLE AND ASSET MANAGEMENT**

RECOMMENDATION:
A RESOLUTION TO APPROVE A MASTER LICENSE, SERVICE AGREEMENT FROM SAMSARA INC. FOR THE PURCHASE OF VEHICLE MONITORING EQUIPMENT AND SERVICES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (102924-SAM) ON AN AS NEEDED BASIS THROUGH THE CONTRACT TERM AND ANY FUTURE RENEWALS, AND APPROVE A CURRENT CONTRACT RENEWAL FOR ONGOING FLEET TELEMATICS FOR $107,302.57 FOR VARIOUS DEPARTMENTS FOR 2026.

BACKGROUND:
The City of Fayetteville went into a master license service agreement with Samsara on 11/01/2022 with passage of resolution 249-22 as per Sourcewell Contract # 020221. There is a new contract in place with Sourcewell.

DISCUSSION:
Samsara telematics will allow for continued improvements in on the road safety, improve manager and supervisor coaching abilities for individual drivers based off of information from the vehicle modules and cameras. This will also improve data for the Fleet to better get mileage updates daily or hourly, as opposed to only when the vehicle fuels which also has the opportunity for driver errors in manual driver data entry. This will better allow vehicles to come in for services on time and reduce maintenance costs, saving the city money.

BUDGET/STAFF IMPACT:
Telematics for each department was approved within the FY26 budget.

ATTACHMENTS: 3. Staff Review Form, 4. Sourcewell Master Agreement #102924-SAM, 5. FY26 Samsara Contract Renewal

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

File #: 2025-2564

A RESOLUTION TO APPROVE THE PURCHASE OF VEHICLE MONITORING EQUIPMENT AND SERVICES FROM SAMSARA, INC. IN THE AMOUNT OF $107,302.57 FOR 2026, AND TO AUTHORIZE THE ONGOING PURCHASE OF EQUIPMENT AND SERVICES THROUGH APRIL 23, 2029, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, on November 1, 2022, the City Council passed Resolution 249-22, authorizing the City of Fayetteville to enter into a master license service agreement with Samsara, Inc. for the purchase of vehicle monitoring equipment and services pursuant to Sourcewell Cooperative purchasing contract number 020221-SAM, which has now expired; and

WHEREAS, staff recommends the continued purchase of Samsara equipment and services pursuant to a new Sourcewell Cooperative purchasing contract.

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 quote in the amount of $107,302.57 for the purchase of vehicle monitoring equipment and services from Samsara Inc. in 2026, pursuant to Sourcewell cooperative purchasing contract 102924-SAM.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of vehicle monitoring equipment and services from Samsara, Inc. on an as-needed basis, pursuant to Sourcewell cooperative purchasing contract 102924-SAM through April 23, 2029, and any future renewal periods.

City of Fayetteville Staff Review Form

2025-2564

Item ID

12/16/2025

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

Ross Jackson	11/26/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE A MASTER LICENSE, SERVICE AGREEMENT FROM SAMSARA INC. FOR THE PURCHASE OF VEHICLE MONITORING EQUIPMENT AND SERVICES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (102924-SAM) ON AN AS NEEDED BASIS AND APPROVE A CURRENT CONTRACT RENEWAL FOR ONGOING FLEET TELEMATICS FOR $107,302.57 FOR VARIOUS DEPARTMENTS FOR 2026.

Budget Impact:

Various	Various
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	253,268.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	**253,268.00**
Does item have a direct cost?	Yes	Item Cost	$	107,302.57
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**145,965.43**

V20221130

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

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

Original Contract Number: _____

Comments:

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Samsara Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., a Delaware corporation located at 1 De Haro Street, San Francisco, CA 94107 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in material compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at https://www.samsara.com/legal/hardware-warranty.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity 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 C.F.R. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder. For the avoidance of doubt, the Terms in this Article 2 do not apply as between Supplier and a Participating Entity.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Each party reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other similar changes. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any material breach of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement used in accordance with the Terms of Service (as defined below). Sourcewell's

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services.

Supplier's indemnification and hold harmless obligations under this Section are contingent upon: (a) Sourcewell providing Supplier with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Supplier, at Supplier's expense, in the defense and settlement of such claim; and (c) Supplier having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Supplier will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

In no event will Supplier's total aggregate liability, including to Sourcewell and any of its affiliates, arising out of or in connection with this Agreement or from the use of or inability to use Supplier's SaaS products exceed the amounts Supplier has paid to Sourcewell hereunder during the twelve (12) months preceding the event giving rise to the damage. Notwithstanding the foregoing, this limitation shall not apply to liability arising from Supplier's gross negligence, willful misconduct, or violation of applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell. Sourcewell agrees to abide by the terms of Supplier's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

e) **Publicity.** Any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance per the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

construction defect, liability assumed under an insured contract, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must, upon request, furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

Participating Entities through the date of termination, including, as applicable, reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping Warranty and Other Terms.** Supplier's proposal may include proposed terms relating to shipping and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Notwithstanding anything to the contrary herein, in order to purchase from Supplier under this Master Agreement, any purchase order shall be subject to Supplier's then-current terms of service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service ("Terms of Service"). Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed to by Supplier and Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

dispute resolution, governing law and venue, non-appropriation, insurance, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as mutually agreed to by Supplier and Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity, but any Participating Addendum shall at least include the then-current Terms of Service by reference.

Sourcewell

Signed by:
By: _____ Jeremy Schwartz _
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
6/6/2025 | 3:50 PM CDT
Date: _____

Samsara Inc.

Signed by:
By: _____ Adam Eltoukhy __
5649DAAA31CA47F...
Adam Eltoukhy
Title: Chief Legal Officer
6/6/2025 | 11:33 AM PDT
Date: _____

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara, Inc.
Address:	1 De Haro Street San Francisco, California 94103
Contact:	Samantha Kriegsman
Email:	samantha.kriegsman@samsara.com
Phone:	415-870-6315
HST#:	

Submission Details

Created On:	Tuesday September 10, 2024 13:16:43
Submitted On:	Tuesday October 29, 2024 12:23:26
Submitted By:	Maelle Collin
Email:	maelle.collin@samsara.com
Transaction #:	e56a518a-5ef4-4d47-8384-82c155bb7f9d
Submitter's IP Address:	136.226.54.196

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Samsara Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#020221-SAM	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 334220 and 518210	
6	Proposer Physical Address:	San Francisco (Global Headquarters): 1 De Haro Street, San Francisco, CA 94107.	*
7	Proposer website address (or addresses):	www.samsara.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Adam Eltoukhy – Chief Legal Officer adam.eltoukhy@samsara.com (415) 985-2400	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Samantha Kriegsman – Senior Partner Account Executive samantha.kriegsman@samsara.com 562-743-9421	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ned Sheeran – Senior Partner Account Executive ned.sheeran@samsara.com 650-542-1271 Rhonda Eiffe - AVP, Enterprise – Public Sector rhonda.eiffe@samsara.com 818-723-3077	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown exponentially. Today we serve over 30,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations. In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.	*
12	What are your company's expectations in the event of an award?	Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities. For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was $937.4 million and $652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%. As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx	*
14	What is your US market share for the Solutions that you are proposing?	Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations. In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Samsara has never gone through any bankruptcy proceedings within the past seven years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Option B. Samsara products (hardware and software) are designed, manufactured, and distributed all in-house. As such, Samsara identifies as a SaaS provider. This gives Samsara a unique edge because our products and software are both created in house by our own Engineering and Development teams. We sell our own products directly, and sometimes through third-party partners in all our geographies.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South). The Samsara Vehicle Gateway has the following certifications: FCC, IC, PTCRB, UL62368-1, NOM-221, NOM-208, NOM-019, IFETEL, and Various Wireless Carrier Certs. The device is also FMCSA certified as an ELD solution. The Samsara Dash Cam has the following certifications: FCC, IC, CE, NOM, EN62368. The Samsara Driver App has the following Certifications: FCC IC PTCRB UL62368-1 NOM-221 NOM-208 NOM-019	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	In the past seven years, Samsara and any included possible Responsible Party have never been subject to any debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the recent past, Samsara has been awarded the following: 2024 Best Place to Work – Glassdoor 2023 Artificial Intelligence Excellence Award 2023 Company of the Year – Frost & Sullivan's 2023 Great Place to Work Certified 2022 Sustainability Award - Business Intelligence Group 2022 Campus Forward Award - Ripplematch 2021 Emerging IT Vendors - CRN 2021 AI 50 - Forbes 2021 The Americas' Fastest Growing Companies - Financial Times 2021 America's Best Startup Employers - Forbes 2021 IoT 50 - CRN 2021 AI Excellence Awards - Business Intelligence Group 2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards 2020 Best in Business Awards - Inc. 2020 FreightTech 25 - FreightWaves 2020 Fast 500 - Deloitte 2020 Top SaaS CEOs - Software Report 2020 World Changing Ideas - Fast Company 2020 Cloud 100 - Forbes 2020 Top Startups - LinkedIn 2020 International Business Awards - Stevie Awards 2019 Cloud 100 - Forbes 2019 Top Startups – LinkedIn	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1.) Utah DGS #PD3906 - 2023 - $164,998.90 2024 - $78,819.85 2. State of Kansas Fleet Management Solutions 53134 2024 - $246,253.36 3.) Minnesota Department of Administration 224308 2023 - $47,105.40 2024 - $307,010.55 4.) New York State IT Umbrella Contract PM69845 2023 - $128,959.63 2024 - $126,247.20 5.) New Jersey Participating Addendum M4014 2023- $26,879.40 2024 - $281,878.89 6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019) 2022- $121,66.14 2023 - $1,638,307.21 2024 - $747,972.64 7.) Iowa Participating Addendum 23244 2023 - $172,079.70 2024 - $746,868.46	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Samsara GSA contract (GS-35F-327GA) 2021- $558,355 2022- $19,449.99 2023 - $956,054 2024- $1,802,099.69	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Samsara maintains an incident response plan based on triage of severity/impact. All incidents are logged and Security Incident Management staff are always on call. Following incidents, Samsara performs post-mortem analyses with plans that include corrective measures. Technical support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Based on internal Samsara data, we answer calls on average within 1 minute and we respond to cases submitted online within 1 hour. We have SLAs tied to initial response times and overall system uptime. Our data shows that we solve over 75% of our support cases within 24 hours. Samsara Technical Support provides initial response service level agreements by issue priority. Support agrees to send an initial response from a Support Specialist within the following time frames on 90% of all interactions. In addition, we have a team of Support Engineers dedicated to providing post-sales support. Our incident response process is detailed here: https://kb.samsara.com/hc/en-us/articles/360057139951-Report-an-Issue P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hot fix. P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing the Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hot fix. P2 Errors - Samsara may include the Fix for the Error in the next Major Release. P3 Issues – usage and general assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across continental US, as well as US Territories, Hawaii and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We confirm we will be able to serve all geographic areas of the United States and Canada with no exceptions.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We confirm we are fully compliant and can support any type of client interested in purchasing our solutions, from fleets with less than 5 vehicles, to government entities with dozens of thousands of vehicles. Our solutions are scalable and can support an unlimited number of users.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Samsara does not have any requirements or restrictions that would apply specifically to participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We confirm we are able to extend terms of any awarded master agreement to nonprofit entities, without limitations.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions. Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian. We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers. We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place: If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them; If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative. We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process. We also train our internal sales force on the availability of Sourcewell to our government and education customers. Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fir their personal preference.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Samsara has a dedicated account team as well as a customer success team that would be assigned after purchasing. Samsara will scope a detailed breakdown of the training required to ensure a successful deployment. All training and implementation costs are included in the software licensing. Each of these live courses will last 1-2 hours and is tailored to administrators, fleet managers, maintenance managers, etc. We take a train-the-trainer approach – we find our most successful customers are the ones who are empowered to lead and share Samsara knowledge with their own employees. In support, Samsara supplies recordings of all web training, along with any documentation used. In addition, we also provide access to the following resources: Learning On-Demand: Samsara Academy is our LMS with guided training paths and hundreds of short tutorial videos. Sourcewell will able to provide administrators with the ability to assign these courses to users and monitor their progress. Learning from Experts: Learn how to use the latest product features from product experts via digital webinars or live classroom-style workshops. Learning from Peers: Check out tips and tricks from Samsara Super Users and learn how to get the most out of your Samsara products. Finally, all users have access to the comprehensive Samsara Knowledge Base online, which provides help articles, guides, and videos to answer almost any question. To see the Knowledge Base, please visit https://kb.samsara.com/hc/en-us. On-site training can be accommodated to complement online training if necessary.	*

42	Describe any technological advances that your proposed Solutions offer.	Samsara believes that while the Information Technology sector has long benefited from software and cloud technology, the industrial connected operations world, with assets and workers in mobile, remote, and rugged environments, has not. Samsara was founded to change that. Our connected operations platform combines hardware, software, and cloud to bring real-time visibility, analytics, and AI to connected operations. The purpose of this platform is to help dramatically improve the Safety, Efficiency, and Sustainability of all operations that power our economy. Samsara's key differentiators are our unified and easy-to-use dual facing camera + telematics platform along with our rapid pace of innovation. Our hardware and software platform is created in-house by Samsara Engineering and provide customers the ability to manage their assets from a single, unified platform for all their assets. This includes real time GPS units, integrated dash cameras embedded with artificial intelligence, asset trackers, wireless sensors such as environmental and door monitors, integrated Wifi, and more. On top of the hardware sits a robust unified software platform that allows users to track and analyze the data coming in from their Samsara devices at a click of the button. Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. Samsara became a public company on the NYSE in 2021 and is continuing to invest heavily, in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. In addition, what truly sets Samsara apart from the competition is our product development feedback loop, and go to market strategy. We listen to our customers, create product & feature development upgrade cycles, and efficiently launch to our customer base. This has allowed us to become a market leader since being founded in 2015. * A concrete example of our continuous technological improvement is our Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, Sourcewell can save time on event review and coaching. Drivers also have more control over their own safety experience on the road. Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned Sourcewell coaches. Another example is our release (no later than last week!) of our Drowsiness Detection feature. For further information on this groundbreaking technology, please read: https://samsara.com/blog/drowsiness-detection?utm_source=linkedin&utm_medium=social&utm_campaign=communications
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Related to our Solutions Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), You Group can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behaviour to decrease idling events instances and reduce fuel consumption over time. https://kb.samsara.com/hc/en-us/articles/360042972271-Driver-Efficiency-Report

With our new Sustainability Report, You can visualize the fleet's carbon emissions over time to measure and compare output to set more accurate reduction goals.

- Track current vs. predicted carbon emissions output to stay on course with annual sustainability goals
- Easily compare carbon emission output by tag to identify your biggest CO2 contributors
- Export emissions data to use in government reporting or internal ESG reports

Related to our Company

When it comes to sustainability, we believe our greatest impact as a company will come from building better technology for our customers. We're invested in helping our customers to:

Save Fuel--Harsh driving, excess idling, and inefficient routing can add up to higher fuel usage. Samsara helps decrease unnecessary fuel use through real-time visibility into driver behavior and insights into route performance. By collecting engine data from each vehicle, Samsara provides unmatched visibility into a fleet's fuel usage, making it easy to identify which truck is idling, which drivers need coaching, and which routes minimize the distance between stops.

Improve energy efficiency--Samsara's industrial monitoring and control products help customers keep tabs on their equipment and machinery with real-time performance reports. Our power meters provide better visibility into equipment energy efficiency to help improve the performance and reliability of pumps and other machinery.

Reduce production waste--Samsara Machine Vision helps product manufacturers perform quality assurance in real time to reduce wasted product by catching production or quality issues immediately. This reduces materials wasted and allows our customers to improve their throughput and yield.

Decrease food waste--Refrigerated transportation of perishable goods has grown by nearly 60% in the last forty years, but without proper temperature control, food spoilage poses a large risk. Samsara's plug-and-play WiFi monitors make it easy to manage cold chain logistics and collect continuous temperature and humidity data. With Samsara temperature monitoring, fleets that store, distribute, or deliver perishable goods can monitor temperatures in-transit to prevent food waste.

Monitor environmental pollutants--In hazardous waste or construction sites, environmental data is highly time-sensitive. Samsara provides continuous, real-time visibility and alerts on data collected from environmental sensors. This helps customers move quickly to shut down operations when dangerous levels of hazardous pollutants are detected, ensuring the safety of field workers and ultimately reducing environmental impact.

Enable zero emissions--Looking ahead, we see that many fleets are looking to take the next leap in sustainability by transitioning to electric vehicles. To facilitate this process, we are committed to building best in class fleet management tools specifically for EV vehicles.

With the help of Samsara, our customers have saved 24 million gallons of fuel used annually across their fleets, which amounts to $80M saved and the equivalent of planting 17M trees.

At Samsara, we look for ways to minimize waste by reducing the volume of materials that end up in our landfills. To help these efforts, we've designed our product packaging to be 100% recyclable.

Our commitment to the environment extends to the people we do business with. We partner with manufacturers who align with our vision for sustainability. As part of our supply chain management, Samsara evaluates all suppliers for their compliance with the Restriction of Hazardous Substances Directive (RoHS). This helps us ensure that no environmentally

		hazardous materials are used in the creation of our products. Samsara's new headquarters at 1 De Haro in San Francisco is the first CLT (cross-laminated timber) building in San Francisco, and the first multi-story CLT building in California. CLT structural panels offer a dimensional stability that's comparable to conventional framing, with a significantly smaller carbon footprint. We welcome you to tour our facility and meet with our executive team. Below we have included specific examples outlining the impact Samsara's products have on sustainability for our customers: City of Fort Lauderdale: In just six months, the team was able to use Samsara to reduce idle time by 20% and fuel consumption by 5%—even as the City's fleet grew to include over 1,700 vehicles. Dohrn Transfer Company: Samsara's products helped contribute to a 2% improvement in yearly mileage, also equal to 150,000 fewer gallons of fuel. Cash-Wa Distributing: By using Samsara's EM wireless temperature sensors across their 220 trailers, Cash-Wa ensures food safety and reduces rejected loads. Hoss estimates a 30% decrease in Cash-Wa's customer credit payouts for improper temperature claims. San Jose Water Company: With the help of Samsara, San Jose Water Company achieves real-time visibility into power meters, PLCs, and sensors across hundreds of pumps and facilities that serve over a million consumers in the greater San Jose metropolitan area. For more information on our commitment to sustainability, please see our latest Environmental, Social, and Governance Report: https://www.samsara.com/company/impact-report	
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We measure the carbon footprint of our business operations, including throughout our supply chain, and we track our emissions on the third party Watershed platform. Our services help our customers achieve their sustainability and climate goals. Our product packaging is 100% recyclable. We have committed to reduce our carbon footprint to achieve net zero emissions by 2040, which involves measuring and reducing the environmental impact of our business operations, including in our supply chain. You can also check out in great detail Samsara's green commitment, contained in our ESG report available here: https://www.samsara.com/company/esg/	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We serve over 30,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, utilities, transportation and logistics, field services, food production, energy, construction, warehousing, and manufacturing. On the largest end of the spectrum, we serve clients that spend well into 7 figures per year with Samsara and are heavily invested in our complete platform. These include private agricultural companies, state and local governments, private utility contractors, trucking firms, and more. On the smallest end of the spectrum, we serve clients with 5 vehicles or fewer. We have a significant base of public sector customers as discussed above. These range from cities and counties to state fleets, DOT snow plow fleets, heavy yellow iron, and virtually all types of motorized and non-motorized transportation related assets. All in all, our one-stop-shop allows our customers and participating entities to only deal with one vendor, as opposed to what used to be three or four separate ones. We have included a list of public sector customers of ours for your review, as an Appendix of our response document. These showcase various levels of savings, such as driver exoneration, insurance claims, reduction in driver risk factors, time gains by minimizing administrative tasks for drivers, and much more. We believe our long-term partnership with Sourcewell has been very positive for both parties, and have no doubt we can continue reaching our respective and common goals together.	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland. Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account. Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit. Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0csIMw6IfiS5WfcuqXtaUQvvsei-7t_MSIVVPZDIAdsqzyJrJayWBbukaAiHLEALw_wcB For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure: 1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently. 2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure. 3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage. 4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	Accident Management Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet. Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data	

from accelerometer) and video capture via the dash cam (in-cab, forward facing, and any connected cameras via the camera connector) and this combination of data sources can be used to understand more about a serious accident or crash.

In both cases above, the customer compliance teams will have a dedicated Customer Success Manager to assist in these events. In additional, our customer support teams are available 24x7x365 to assist in audits or accidents.

Harsh Events
Our Safety Report provides trend analysis and safety scores, at the organization- and driver-levels, calculated using harsh events and speeding. These reports are also available based on specified groups of drivers and vehicles using tags, tailored to your organization's needs. Samsara helps keep drivers safe on the road with real-time alerts that allow you to quickly identify and coach for safety or compliance violations. Easily customize your alerts to notify you when a driver is speeding or use the HOS report to see if drivers are approaching a compliance violation. Samsara has the ability to trigger at-risk driving behaviors using the accelerometer to trigger events including harsh brakes, harsh turns, harsh accelerations, and crashes. Samsara provides events detected from the Vehicle Gateway such as harsh turn, harsh brake, harsh acceleration, speeding, and AI detected events such as tailgating, mobile usage, no seatbelt, rolling stop signs.

A core focus of the Samsara solution is to provide coaching to drivers and analytics on risk trends and behaviors. The coaching platform comprises configurable in-cab alerting and 'nudges' through spoken commands to assist drivers to self correct 'in the event', as well as a rich cloud based coaching platform with associated analytics, dashboarding and safety scoring, league tabling and program health auditing.

Coaching

Coaching can be achieved both through the platform and via the driver app enabling organizations to drive risk reduction both by face to face sessions where appropriate, or via the app enabling drivers to learn through video clips where they might improve and also to see where they rank against peers.

The CM34 (Samsara's dual-facing dash cam) provides configurable voice feedback to the driver when the harsh event has been detected. As an example, if the CM34 detects mobile phone usage, then an audio alert stating “Mobile phone detected” will be communicated to the driver.

To further enhance proactive driver coaching and more effectively coach your drivers at scale, Samsara have also developed Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, customers can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.

Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned customers' coaches.

Customers' authorized admins can configure how many in-cab alerts are triggered to help the driver self-correct before uploading the safety event into the Samsara platform for review by the customers' coaches.

		Driver Scoring For each driver/vehicle in the customers' fleet, Samsara calculates a safety score that you can use to measure driving behaviour over time. You can use the safety score to encourage positive driving behaviours and to coach drivers to reduce unsafe driving practices and minimize the likelihood of accidents. Safety events that influence the safety score for a driver/vehicle include harsh driving, speeding, and AI-detected events such as following distance. Samsara assigns a weight to each behaviour to highlight the severity of risky driving behaviours. By default, Samsara sources benchmark data from mixed vehicle Samsara fleets and uses this data to calculate the weight. The higher the severity of the behaviour, the higher the level of impact to the safety score. Customers can use the default settings to calculate the safety score or refine the calculation for specific driving behaviours. Samsara calculates the safety score using a mix of harsh events, speeding events, and AI-detected unsafe driving behaviour events over time. To help customers quickly and easily identify safety score severity, the Samsara dashboard displays safety scores with the following default RAG based colour-coded indicators to represent the range of the safety score performance with the ability to configure the safety score performance band ranges of the fleet. Samsara automatically calculates the safety score for drivers and vehicles. If you view multiple drivers or vehicles, such as in the Safety Overview, the calculation aggregates the total behaviour data. You can calculate the safety score of each driver or vehicle using the following equation: Safety Score = 100 - (sum of all score impacts) Where the sum of all score impacts is total value of the impact to the safety score for all unsafe driver behaviours. The calculation of the impact to the safety score is dependent on the behaviour type: Speeding behaviours: (Time spent speeding x weight) / (total time driving / 100) AI Following Distance, AI Distracted Driving: (Number of events x weight) / total time driving All Other Behaviours: (Number of events x weight) / (total miles driven / 1000) To reinforce positive driving behaviours such as Defensive Driving, the weight is a negative value; therefore, subtract the impact score value from the score impact calculation. Additionally Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), Sourcewell can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behavior to decrease idling events instances and reduce fuel consumption over time. Samsara also offers Connected Training. With pre-uploaded courses in the Samsara dashboard, managers can now send training videos or courses to drivers and track the status on these training sessions. Samsara also offers a separate license if customers have their own in house training material or videos they would like to upload into Samsara to share with drivers.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Samsara's standard payment terms are Net 30 days. We will be happy to keep the same payment terms as the ones currently in place.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of each participating entity.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Terms of Service: https://www.samsara.com/legal/platform-terms-of-service Service Level Agreements: https://www.samsara.com/legal/hosted-software-sla Blank Order Form attached in the documents	*

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Samsara offers line-item discounts on a case-by-case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcewell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 2% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see full details in the attached price sheet.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager directly during the purchasing process.	*

65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer. Learn more on the developer site: https://developers.samsara.com/docs Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations. Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/ The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly. More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets. To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1WjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration. Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy each request. As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara has a long-term partnership with FedEx Freight, where shipping costs are calculated based on the size and destination of the order, and these costs are added to the customer's invoice as a separate charge. The process is as follows: Customer sends final vehicle and asset lineup to Samsara; Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order; All shipments are FOB origin, where freight is pre-paid and added to the customer's invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and offshore deliveries all follow the same process as listed in the previous response.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We pride ourselves on our customer service and support, available 24/7/365 via toll free phone, email and online chat. Most phone calls are answered in <1 minute, emails are usually answered in <1 hour and most cases are resolved in <24 hours. Equipment is generally available to ship within two weeks of order receipt. In many cases we can ship overnight if expedited service is requested. For orders of a thousand or more, we prefer to have insight to the proposed schedule so that we can smooth the supply chain and ensure customer satisfaction. Supply chain is a significant area of competitive advantage where Samsara has invested heavily over the years to avoid disruptions. Because Samsara designs and builds proprietary devices, we are able to control the supply chain. Should a piece of hardware not be satisfactory upon receipt, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit to launch an internal investigation. We have received positive feedback from our customers, as competitors in the industry do not offer such levels of shipping and warranty.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Samsara utilizes both a transactional Customer Satisfaction score based on a survey after every support case, as well as a periodic NPS survey to measure the quality of the services provided. Samsara takes a long term partnership approach with our customers. From day one our team provides dedicated pre-sale, implementation, training, customer success and 24/7 support services to ensure a successful rollout and continued success We also provide access to our Product Development teams to hear your feedback to help guide future enhancements and new features. As part of the quoting process, Samsara's sales force inputs the 'contract vehicle' information upon processing a quote, at which point the Sourcewell contract number is automatically applied to the quote. Our operations team then collects this information for reporting purposes each quarter. As part of our commitment to exceptional quality, Samsara offers the most complete warranty on the market . The warranty lasts as long as you are a Samsara customer. This is a full replacement warranty , so if a device fails, we ship you a new replacement device and a return label for the faulty device. More information can be found here: https://www.samsara.com/support/hardware-warranty. Finally, Samsara guarantees 99.99% uptime. Please see our Hosted Software SLA for more information: https://www.samsara.com/legal/hosted-software-sla/	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Samsara has had a long-term successful partnership with Sourcewell. As such, we do not intend on changing the way we have been conducting business with Sourcewell, and will allocate the same level of internal resources to keep this relationship strong. Samsara has assigned two Partner Account Managers, one Partnerships Director, and one Legal Associate to Sourcewell in order ensure growth of the partnership. Quarterly reporting on usage of the contract is shared with sales leadership.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see our Pricing attached as a document.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Samsara is the only company in the industry with a fully vertically integrated platform offering real-time GPS, WiFi connectivity, Reporting, Telematics, Safety, Industrial, and Connected Worker offerings. There are companies that compete with individual offerings, yet we have no competitor that offers the full connected operations platform that Samsara does. In short, clients select Samsara over its competitors because Samsara enables them to achieve better business results with fewer vendors, logins, subscriptions, costs, etc. We combine powerful hardware, world-class software, and elite professional service teams at no additional cost to drive dramatic and profitable results in our clients' operations. As a result Samsara has seen tremendous growth in the market with over 30,000 customers and becoming a public company in 2021. Please see below for a breakdown of each service and the key takeways: Safety: Protect your team with AI-enabled cameras and coaching AI Dash Cams Driver Coaching Safety Reports Telematics: Manage your fleet in real-time, from one dashboard Real-time GPS and diagnostics Routing and Dispatch OEM Telematics Equipment Monitoring: Track and manage equipment, trailers, and other assets Trailer Tracking Equipment Tracking Advanced Monitoring Site Visibility: Manage facilities and remote sites with video security Incident Investigation Automated Alerts Remote Visibility Mobile Experience Management Remote support into company-provided smartphones and tablets Straightforward policy configuration Device Monitoring Samsara's Safety and Telematics solutions are also available on the FirstNet network as a "Trusted" solution. FirstNet Built with AT&T operates in all U.S. states and territories and supports emergency communications nationwide. Built using commercial standards, it is resilient, interoperable and and able to provide optimal levels of operational capability during emergencies to first responders and agencies supporting them. Samara's FirstNet Trusted status reflects the designation given to devices and other technologies that meet the stringent security, reliability, and performance standards set by FirstNet. The "Trusted" label signifies that a product or service has undergone rigorous testing and evaluation to ensure it can effectively support the critical needs of first responders during emergencies and daily operations.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see response above.

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

76	Fleet management information systems	(•) Yes ( ) No	Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance. Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.	*
77	Fleet technology related hardware solutions	(•) Yes ( ) No	Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing. Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE. Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning. Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing). In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials -- such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.	*

			Our hardware is designed to withstand (when applicable): IP69k ingress protection (intended for industrial wash applications) Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz) Extensive thermal cycling (-40C to 85C) Drop testing Among other tests as part of a comprehensive reliability test suite Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard. Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.	

78	Related software solutions	(•) Yes ( ) No	Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app. The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision. Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet. The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license. The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention. Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click. To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap. Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses. https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features	*

79	Fleet telematics	(•) Yes ( ) No	Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year. We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4.6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.	*

80	Fleet monitoring and asset tracking	(•) Yes ( ) No	Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement. The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets. Product Information: Asset Gateway +: https://www.samsara.com/products/models/ag26/ Powered Asset Gateway: https://www.samsara.com/products/models/powered-asset-gateway/ Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/ Asset Tag: https://www.samsara.com/products/models/asset-tag	*

81	Geofencing solutions	(•) Yes ( ) No	Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard. By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon. NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing. Once defined, you may also select an Address Type for each geofence, including: Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence. Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status. Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview It is also possible to use geofences to auto-dismiss safety events within the geofence.	*

82	Motor pool and fleet sharing solutions services	(•) Yes ( ) No	Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions. As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.	*
83	Integrated video solutions	(•) Yes ( ) No	Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document. Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations. The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign. The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser. The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into	

			fleet operations. The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system. The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign. The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety manages can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility. With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.	*

84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	(•) Yes ( ) No	In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet. Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs. Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more. Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
- Financial Strength and Stability - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
- Upload Additional Document - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Samantha Kriegsman, Senior Partner Account Executive, Samsara Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

samsara

The Connected Operations Cloud

Quote #: Q-1316627

Issued Date: 11-18-2025
Expires 12-12-2025
Order Number: S-1266454

Payment Information:
Payment Method:
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 01-08-2026

Sourcewell Contract #: 102924-SAM

Prepared For:
City of Fayetteville, AR
113 W Mountain St
Fayetteville,
Arkansas
72701

Prepared By:
Alyssa Toma
alyssa.toma@samsara.com

Cost Overview

License Term: 25 Months

Total License Cost over 25 Months	USD $203,687.50
Hardware and Accessories	Included

Shipping and Handling*	USD $0.00
Total Sales Tax*	USD $19,859.53
Total Contract Value[1]	$223,547.03
First Invoice[1]	$107,302.57
Recurring Invoice[2]	$107,302.57

[1]Estimated value, actual invoice amount may change based on product fulfilment date, Includes estimated sales tax

[2]Amount displayed is for products purchased in this order only, Includes estimated sales tax

**If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change*

**Sales tax subject to change: If Sales tax is "Pending" – Final amount will be provided prior to payment*

3% fee only applies to US - (CAD, MX, EMEA are exempt)

samsara

The Connected Operations Cloud

Product Overview

Samsara Inc.
1 De Haro Street, San Francisco, CA 94017 • samsara.com

samsara

The Connected Operations Cloud

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 171	$252.00	$43,092.00
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 116	$432.00	$50,112.00
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC• QTY: 11	$186.00	$2,046.00
License for Asset Gateways LIC-AG2-ENT• QTY: 10	$252.00	$2,520.00
Total Price:		$97,770.00

samsara

The Connected Operations Cloud

Billing Details:

Bill To:
113 W Mountain St
Fayetteville, Arkansas, 72701

Billing Contact::
Name:
Title:
Billing Email:
Phone Number:

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term

for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor,

shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2423

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Brad Fulmer, IT Director
Keith Macedo, Chief of Staff

FROM: Doug Bankston, Director Of Media Services

SUBJECT: **Approve a Community Access Television, Inc. (d/b/a Your Media) One-Year Contract Extension for Public Access Television Services for 2026.**

RECOMMENDATION:
Staff recommends approval of the attached one-year contract extension for Public Access Television Provider between the City of Fayetteville and Community Access Television, Inc. (d/b/a Your Media) in the amount of $220,725.00 to provide Public Access Television services from January 1, 2026, through December 31, 2026. This amount is contingent upon approval of the 2026 annual City budget and work program.

BACKGROUND:
Community Access Television, Inc. (d/b/a Your Media), has been the City's Public Access provider for the previous five-year terms from January 2016 through December 2020 (approved through City Council Resolution 207-15 in November 2015) and January 2021 through December 2025 (City Council Resolution 306-20).

DISCUSSION:
The nonprofit Community Access Television, Inc.—d/b/a Your Media—has been the contract service provider for Fayetteville Public Access Television for the previous two five-year term periods. Community Access Television, Inc. (d/b/a Your Media) was the only organization to submit a proposal for the public access service provider RFP (RFP 20-12) for the 2021-2025 term. The contract was developed by the City of Fayetteville in partnership with Your Media and was approved by the Your Media Board of Directors. This is a request for an amendment to extend the contract by one year for fiscal year 2026.

BUDGET/STAFF IMPACT:
The total cost of this contract is $220,725.00. This amount is included in the proposed 2026 Budget that is contingent upon City Council approval.

ATTACHMENTS: 3. Staff Review Form, 4. City Council Memo, 5. Public Access Contract-2025, 6. RFP 20-12, Amendment to Contract, 6. RFP 20-12, Amendment to Contract Signed

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

File #: 2025-2423

A RESOLUTION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH COMMUNITY ACCESS TELEVISION D/B/A YOUR MEDIA IN THE AMOUNT OF $220,725.00 TO EXTEND THE AGREEMENT FOR PUBLIC ACCESS TELEVISION FOR ONE ADDITIONAL YEAR, CONTINGENT ON APPROVAL OF THE 2026 ANNUAL BUDGET AND WORK PROGRAM

WHEREAS, Community Access Television, Inc. d/b/a Your Media has been the City's contract service provider for Fayetteville Public Access Television since January 2016; and

WHEREAS, on December 15, 2020, City Council passed Resolution 306-20 approving a contract with Community Access Television, Inc. to provide public access television services and the operation of the public access television channel through 2021, with the option to renew for up to four additional one-year terms; and

WHEREAS, the Amendment to Professional Services Agreement would extend this contract by an additional one-year term.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an Amendment to the Professional Services Agreement with Community Access Television d/b/a Your Media, a copy of which is attached to this Resolution, in the amount of $220,725.00 to provide public access television services and operate the public access television channel through 2026, contingent on approval of the 2026 Annual Budget and Work Program.

City of Fayetteville Staff Review Form

2025-2423

Item ID

12/16/2025

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

Doug Bankston	11/13/2025	MEDIA SERVICES (060)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a contract extension in the amount of $220,725.00 for the period of one (1) year between the City and Community Access Television, Inc. d/b/a Your Media to provide Public Access Television services for the year 2026. This is contingent on the approval of the 2026 annual City budget and work program.

Budget Impact:

1010.090.660-5713.00	General
Account Number	Fund
40901.4003	
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	220,725.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	220,725.00
Does item have a direct cost?	Yes	Item Cost	$	220,725.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 306-20

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF 12/16/2025

TO: Mayor and City Council

THRU: Keith Macedo, Chief of Staff
Brad Fulmer, Director of Information Technology

FROM: Doug Bankston, Director of Media Services

DATE: November 13, 2025

SUBJECT: Approve a Community Access Television, Inc. (d/b/a Your Media) One-Year Contract Extension for Public Access Television Services for 2026.

RECOMMENDATION:
Staff recommends approval of the attached one-year contract extension for Public Access Television Provider between the City of Fayetteville and Community Access Television, Inc. (d/b/a Your Media) in the amount of $220,725.00 to provide Public Access Television services from January 1, 2026, through December 31, 2026. This is contingent upon the approval of the 2026 annual City budget and work program.

BACKGROUND:
Community Access Television, Inc. (d/b/a Your Media), has been the City's Public Access provider for the previous five-year terms from January 2016 through December 2020 (approved through City Council Resolution 207-15 in November 2015) and January 2021 through December 2025 (City Council Resolution 306-20).

DISCUSSION:
The nonprofit Community Access Television, Inc.—d/b/a Your Media—has been the contract service provider for Fayetteville Public Access Television for the previous two five-year term periods. Community Access Television, Inc. (d/b/a Your Media) was the only organization to submit a proposal for the public access service provider RFP (RFP 201-12) for the 2021-2025 term. The contract was developed by the City of Fayetteville in partnership with Your Media and was approved by the Your Media Board of Directors. This is a request for an amendment to extend the contract by one year for fiscal year 2026.

BUDGET/STAFF IMPACT:
The total cost of this contract is $220,725.00. This amount is included in the proposed 2026 Budget that is contingent upon City Council approval.

Attachments:
Staff Review Form, Amendment, Contract

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION
d/b/a Your Media
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2025, by and between the City of Fayetteville, a municipal corporation ("City"), and Community Access Television, Inc., a nonprofit corporation, dba Your Media ("Your Media") who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide an opportunity for users and others to produce and telecast television programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment, and to provide training in the techniques of video production for Public Access Television.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements, or pursuant to Arkansas law.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining a Public Access Television channel, either through agreements with television services providers or pursuant to Arkansas law.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.
Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.
Inside Program: A program produced utilizing Television Center equipment.
Outside Program: A program produced not utilizing Television Center equipment.
Producer: An individual who creates, owns, controls or is responsible for the content of a television program.
Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.
Program Requestor: A user who requests a program to be telecast on the Public Access Television channel.
Resident User: An individual who resides within the city limits of Fayetteville, a student at the University of Arkansas or a public school within the city limits of Fayetteville, or an employee of a public institution (or branch thereof) or non-profit organization that is based in Fayetteville. This status may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, other government-issued photo ID that contains name and address (including a student identification card), or a check stub or other proof of employment by a public institution or non-profit organization located in Fayetteville.
Non-Resident User*:* An individual (henceforth referred to as non-resident) who resides within the Washington or Benton County limits, is a student of a public school within the county limits, or is an employee of a public institution (or branch thereof) or non-profit organization that is based within the county limits and who does not otherwise qualify as a Resident User. County Residency may be documented by producing a current utility bill, a rental contract, a driver's license, student identification card, or other government-issued photo ID that contains name and address, or a check stub or other proof of employment by a public institution or non-profit organization located in Washington or Benton County.
Trainee: A resident or non-resident of Fayetteville who is currently enrolled in a class offered by Fayetteville Public Access Television.
Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.
Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by Your Media will be provided free of charge to Resident-of-Fayetteville Public Access Users who were qualified users as of December 31, 2024. Non-resident-of-Fayetteville Public Access Users shall pay a $50 per year fee for services described in this contract. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

At no time shall the number of non-resident users exceed 49% of the total user base of FPTV services and resources.

Your Media shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities, or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Non-resident of Fayetteville annual service dues.
2. Training workshops and seminars that are conducted utilizing City of Fayetteville resources.
3. The sale of blank recording media.
4. Transfer and/or duplication services.
5. Other small items, such as t-shirts or other promotional items, as approved by the City of Fayetteville Communications Director or Director of Media Services.
6. Video production services. If production services are provided, the following conditions apply:
    a. These services and activities will be referred to as “contract production”.
    b. Contract production may include studio production activity at the Television Center and related activity, including pre- and post-production.
    c. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Director of Media Services on an annual basis.
    d. Your Media will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Director of Media Services.
    e. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
    f. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.

7. In addition to charging a fee for services described above, Your Media may generate revenue utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville through:
    a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
    b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

<u>If Your Media generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities, or resources owned or controlled by the City of Fayetteville, Your Media will ensure:</u>

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Your Media's manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Director of Media Services.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended through City Council Resolution authorizing the receipt of funds into the Television Center budget and approving any necessary Budget Adjustments. Normal bank fees related directly to the use of this trust account may be paid with trust account funds without prior authorization.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Director of Media Services.

The City of Fayetteville provides the services described herein as a public service to the users for non-commercial use. Your Media will not allow any equipment, facilities, or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization, or individual with the following exceptions:

1. Your Media may produce, or allow to be produced, televised fund-raising programs or activities for 501(c)3, non-profit organizations that directly provide services to the users. These programs are limited to one (1) per organization per contract year.
2. Your Media may produce or conduct one (1) fund-raising program or activity for itself that is televised, or produces programming that is televised, on the Public Access Channel.
3. Your Media may be contracted to produce, or assist in the production of, productions that utilize facilities and equipment controlled by the City at the discretion of the Operations Manager and the Director of Media Services for a market-appropriate fee structure to be determined by the Operations Manager and the Director of Media Services.
4. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming or activity, or, if not continuous programming, exceed seven (7) contiguous days of duration.
5. Fund-raising activities may not disrupt the normal operations of the Television Center. Questions regarding disruption will be determined by the Director of Media Services.

6. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.
7. The on-air bulletin/message board and the "Open Mic" program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material, or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City's Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information, and execution of the services and responsibilities described in this contract shall be subject to approval by the Director of Media Services. Your Media will not make changes or revisions to any policy, procedure, or method of work directly related to the services described herein without the prior approval of the Director of Media Services.

In exchange for the funding provided by the City to Your Media, pursuant to this Agreement, Your Media shall provide the following services and report progress in each area to the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to users. Your Media will not require, solicit, or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel. Each program that is produced utilizing City of Fayetteville Television Center equipment or facilities will be telecast on the Public Access channel at least one time. A program may be excused from the telecast requirement with approval from the Director of Media Services prior to the production of the program, or at any time at the discretion of the Director of Media Services.

Your Media will:

1. Maintain a process whereby users may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Director of Media Services.
2. Ensure individuals requesting programs to be telecast by Your Media on the Public Access Television channel are users, as defined in Section 1.
3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:
    a. any violation of any Federal, State or local statute or ordinance relating to obscenity; or
    b. any material that is an unlawful invasion of privacy; or
    c. any use of material which violates copyright law;

   Such a statement does not relieve Your Media of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming on the public access channel (FPTV) is not commercial in nature. Commercial programming is defined as: “Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations, or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service, or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy.”
5. Require program requestors to provide Your Media with expressed, written consent of the program’s owner for the program to be telecast on Fayetteville’s Public Access Television channel. Your Media will maintain a copy of all such permissions on file.
6. Maintain a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State, or local laws or ordinances. The process and criteria are subject to approval by the Director of Media Services. At a minimum, the process and criteria will:

a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
b. Define scheduling priority of program types.
c. Define a priority conflict-resolution process.
d. Establish criteria for defining "mature-audience"-type programming.
e. Ensure program requestors are informed of "mature-audience"-type programming criteria and sign an affidavit categorizing a requested program as "mature-audience"-type programming if appropriate.
f. Define day-parts of the programming schedule that are appropriate for "mature-audience"-type programming.
g. Define the program scheduling process.

7. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
8. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
9. Manage the programming schedule in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
10. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
    a. The Public Access Television channel's on-air bulletin/message board.
    b. The Public Access Television channel's web site.
    c. A publicly accessible bulletin board at the Television Center.
    d. Your Media's email address list that is maintained as an opt-in list in the central records database.

    The schedule will also be made available for publication by other media outlets that wish to do so.

<u>Your Media will not:</u>

1. Exercise any control of the content of programming, with the following exceptions:
    a. Programs that are produced solely by Your Media staff for the purposes of communicating information about the Public Access Television channel or itself.
    b. Portions of "open-studio" program content created by Your Media (i.e. opens, closes, bumpers, etc.).
    c. The on-air bulletin/message board.
    d. Programming that is produced as a result of classroom/training/studio laboratory production activity that is conducted by Your Media.
2. Schedule for further telecast any programming that has been found to violate any Federal, State, or local statute or ordinance. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as they become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Director of Media Services.

3. Schedule for further telecast any programming that has been found in violation of any policy of Your Media or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of "mature audience" content; each of which is included in the telecast request process. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Director of Media Services as these violations become known to them, either through complaint or observation. The Director of Media Services will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Director of Media Services will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:
    a. Corporations or Divisions or Subsidiaries of Corporations
    b. Endowments and Foundations
    c. Individuals
2. General Rules for Acceptability
    a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
    b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
    c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors' products, services or other business interests.
    d. Product placement in programming in exchange for sponsor support is prohibited.
3. Rules for Display of Sponsor Credits
    a. All sponsor credits must identify the sponsor by name and/or logo.
    b. Sponsor credits may not include:
        i. Any call to action or solicitation to purchase a product, i.e. any use of "you" or "your"; or slogans such as "Get Met. It Pays."
        ii. Superlatives, i.e. "…the most intelligent car ever built."
        iii. Direct comparisons, i.e. "…when a Cadillac just isn't good enough."
        iv. Price or value information
        v. Inducements to buy, i.e. "six months free service when you buy"
    c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
    d. Sponsor credits may not exploit or take unfair advantage of the child audience for children's programming.

e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
f. Sponsor credits may only be displayed at the beginning and/or end of a program.
g. Program content may not be interrupted to provide sponsor credit.
h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may incorporate brands or logos.

PROVIDE TELEVISION STUDIO PRODUCTION SERVICES FOR USERS ON A FIRST-COME, FIRST-SERVED, NON-DISCRIMINATORY BASIS

Your Media will:

1. Produce a weekly program ("Open Mic") of no less than 30 minutes and no more than one hour in length that provides an open-studio opportunity for users to express their views, present information, or perform; not to exceed 10 minutes per person.
    a. The "Open Mic" program is owned and controlled by the City of Fayetteville.
    b. Your Media will conduct two (2) separate studio sessions of one (1) hour each during which users may record their "Open Mic" segments. The schedule of studio sessions is subject to approval of the Director of Media Services.
    c. All participants, residents and non-residents of Fayetteville appearing on the "Open Mic" program will be provided a document that informs them that what is presented on the "Open Mic" program must conform to all guidelines for other programming telecast on the Public Access Television channel.
    d. Non-residents of Fayetteville wishing to participate in the "Open Mic" service alone shall not be required to pay the $50 annual non-resident fee.
2. Produce programming for the users utilizing studio production laboratory sessions.
    a. Content of programming produced in studio laboratory sessions will be the responsibility of the producer requesting the production services.
    b. All technical aspects of production will be under the control and responsibility of Your Media.
    c. Producers requesting production services utilizing the studio laboratory sessions will be notified that they will be working in a classroom/training environment. The experience of the participants in the class will be priority.
    d. Your Media will not charge any production fees for programming produced in studio laboratory sessions.
    e. Studio laboratory sessions may not be used to produce series programming.
    f. Production slots in the studio laboratory sessions will be scheduled on a first-come, first-served basis. A producer may not schedule more than one session at a time.
3. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.

4. Produce and telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, which contains the following message in both video and audio format: "Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville."

EDUCATE FAYETTEVILLE RESIDENTS AND NON-RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

Your Media will provide training and technical support for users so they may learn the techniques and details of video production and television programming distribution.

Your Media will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 3 core classes in the subjects of:
    a. Basic Field Production
    b. Basic Video Editing
    c. Basic Studio Production/Crew Positions

    And at least 3 advanced classes in the subjects of:
    a. Advanced Field Production
    b. Advanced Video Editing
    c. Advanced Studio Production

    The syllabus for each class will be available on the Fayetteville Public Access Television web site.
2. Offer a minimum of six (6) free classes a week taught by Your Media staff in various disciplines of video production and programming distribution.
    a. At least three (3) classes each week must be in the core subjects.
    b. At least two (2) classes each week must be in the advanced subjects.
    c. The studio production laboratory does not count toward the total of required classes.
3. Conduct a studio production laboratory session at least once per week that provides a "hands-on" training environment for students in Studio Production classes.
4. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
5. Require a minimum level of proficiency, as approved by the Director of Media Services, to achieve a passing grade in classes.
6. Maintain records of student performance and evaluations.
7. Provide training and development resources, and technical support, in addition to regular classes, to users while they are engaged in training or production activities.
8. Provide technical and production consultation to users who are producing outside programs.
9. Offer training in the use of all available methods of television programming distribution.
10. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Director of Media Services. This can be demonstrated through industry certification or actual demonstration of skills to the Director of Media Services or their designee. If an instructor fails to meet a minimum level of competence,

they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Director of Media Services, or his/her designee, they have achieved that level.

11. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
    a. The Public Access Television channel's on-air bulletin board.
    b. The Public Access Television channel's web site.
    c. A publicly accessible bulletin board at the Television Center.
    d. Your Media's email address list that is maintained as an opt-in list in the central records database.
    e. Made available for publication in other media that wish to do so.
12. Ensure Your Media staff stays current with emerging technologies through professional development that includes technical training.
13. Provide reports on training and education activity as required by the City.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL USERS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the users so they may learn and apply the skills and techniques of television production. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Director of Media Services is responsible for the use designation of equipment and facilities within the Television Center. Your Media is responsible for the management of equipment and facilities designated for use by the public and designated for use by Your Media staff in the execution of the services described herein.

<u>Your Media will:</u>

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by Your Media staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.
4. Maintain accurate and detailed records and identification of users to check-out or utilize equipment designated for use by the public. Each record will contain, at a minimum, the user's name, address, telephone number, the area(s) in which they are qualified, and the expiration date of their qualification(s). A photocopy of the documentation of residency must be included.

5. Implement a plan to determine, either by elapsed time or demonstrated proficiency, the need for a qualified user to re-take any classes to maintain their qualification to use equipment or facilities of the Television Center.
6. Maintain a reservation system and procedure for qualified users to be able to reserve the use of equipment and facilities designated for public use.
7. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
8. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
9. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
10. Actively monitor the use of editing and studio facilities.
11. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

Your Media will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or Your Media under this contract to be utilized in any way that may violate any Federal, State, or local law.

MAINTAIN A PROGRAM LIBRARY AND MANAGE ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program material or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests the telecast of a program, either in whole or in part, to which they do not hold the copyright, the resident will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

Your Media will create and maintain the necessary documentation, affidavits and statements, subject to the approval of the Director of Media Services, to be included in any forms used to document the request for the telecast of programming.

1. Your Media will maintain a program library containing copies of all inside and outside programs telecast on the Public Access Television channel.
2. Your Media will maintain a program library database of all programs telecast on the Public Access Television channel.

3. Your Media will ensure the library and program library database are maintained in an easily accessible manner.
4. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
5. Your Media will ensure programs are archived as digital video files in the TV Center archive server system, unless otherwise determined by the Director of Media Services.
6. Under no circumstances will Your Media remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database, without the prior approval of the Director of Media Services.

CONDUCT OUTREACH AND COMMUNICATION ACTIVITIES WITH THE PUBLIC

1. Your Media will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to Your Media and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Director of Media Services. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
    a. Document the complaint, recording:
        i. Date.
        ii. Time.
        iii. Nature of the complaint.
        iv. As many details as possible to facilitate the investigation of the complaint.
        v. Contact information of the complainant, if available.
    b. Immediately communicate the complaint to the Director of Media Services.
    c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.
    d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of Your Media in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Director of Communications, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.
    e. Provide a copy of all correspondence and other pertinent materials to the Director of Media Services.
2. The management, staff, or members of the Board of Directors of Your Media will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
3. The management, staff, or members of the Board of Directors of Your Media will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by, or controlled by Your Media.
4. The management, staff or members of the Board of Directors of Your Media will not identify themselves or their organization in any way, either expressed or implied, as “The City of Fayetteville” or as representing the City of Fayetteville.

5. In all communication from Your Media, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
6. In all communication from Your Media, the entire production facility will be referred to as "The City of Fayetteville Television Center" or "The Television Center", as appropriate.
7. Your Media will maintain a process for effective communication with, and coordination among, all affected City programs and City staff.
8. Your Media will conduct a consistent community outreach effort designed to recruit new producers and trainees.
9. Your Media will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
10. Your Media will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, Your Media, producers and trainees. Your Media may include a link to their organization's web site.
11. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of Your Media. Information posted on the bulletin board must meet at least <u>one</u> of the following criteria:
    a. It is information from the City or public access operator regarding policies, procedures or regulations
    b. It is a request by a producer to recruit help for video productions
    c. It is a request to recruit producers for specific video production projects
    d. It is information directly related to the programming of the public access channel
    e. It is information directly related to opportunities for training and development in television production
    f. It is information that promotes:
        i. The City of Fayetteville
        ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
        iii. A government organization that serves the citizens of Fayetteville
    g. It is information that informs the public of an event or program sponsored by:
        i. The City of Fayetteville
        ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
        iii. A government organization that serves the citizens of Fayetteville

    Information shall not be posted on bulletin boards unless it meets <u>all</u> the following criteria:
    a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
    b. It shall not contain any depiction of libelous, obscene, indecent or violent material
    c. It shall not be information campaigning for or in support of any political candidate or ballot issue
    d. It shall be no larger than standard "letter" sized paper, 8 ½" x 11"

e. It shall be legible
f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or Your Media.

GENERAL ADMINISTRATION AND COMMUNICATION

Your Media will administer the activities and responsibilities described herein in compliance with all applicable Federal, State, or local laws, ordinances, rules, and regulations and within any and all agreements, rules, or regulations of any television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and Your Media with regard to contractual matters or operations of the Television Center will be directed through the Director of Media Services, or any other such representative as may be appointed by the City, and Your Media's duly appointed representative.

1. Your Media will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. Your Media will abide by and enforce all policies, rules, and regulations regarding the use of the Television Center. The Director of Media Services is responsible for developing and publishing policies, procedures, rules, and regulations regarding the use of the Television Center facility and equipment. The Director of Media Services will make available to all users of the facility a reference manual that will contain all policies, procedures, rules, and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of Your Media from the Television Center for violations of policies, procedures, rules, and regulations.
3. The City shall make three telephone lines available for Your Media's business use.
4. Your Media shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. Your Media shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of Your Media.
7. The City shall provide access to the Internet for Your Media at the same level provided to the Television Center. Your Media will be responsible for any access requirements above the level provided to the Television Center.
8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. Your Media may use the City's current copier/printer at the Television Center for a charge of $.039 per page. If the City upgrades the copier/printer located in the Television Center, Your Media shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.

10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by Your Media or the Your Media Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. Your Media will create an operations, training, and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening, and weekend classes. At a minimum Your Media will:
    a. Provide service to the users, a minimum of forty-five (45) hours per week through a minimum of five (5) days of operation.
    b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
    c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
    d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

    Your Media and the Director of Media Services will agree upon the operations schedule and Your Media will not vary from the agreed upon schedule without prior approval of the Director of Media Services.
13. Your Media shall submit monthly, quarterly, and annual reports, as defined by the Director of Media Services, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the following month, or, if the 10th is not a regular business day, the next business day following the 10th. No contract payments will be made to Your Media while any required report is incomplete or overdue.
14. Your Media agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:
    a. Expenditures of funds provided Your Media from the City
    b. Sources and amounts of other revenue generated from Public Access service activity
    c. Any other expenditures related to Public Access service activity

    The report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.
15. Quarterly reports shall contain, but not be limited to:
    i) Financial reports, detailing:
        (a) Expenditures of funds provided Your Media from the City
        (b) Sources and amounts of other revenue generated from Public Access service activity
        (c) Any other expenditures related to Public Access service activity
    ii) Training reports, detailing:
        (a) Training activity provided users
        (b) Training activity for staff
        (c) Class and workshop activity
    iii) Certification activity
        (a) Certification of residents
            1. Number of new users qualified to use equipment

2. Number of new outside producers

(b) Certification of staff

iv) Production activity

(a) Production activity of users

(b) Production activity of staff

v) Equipment Utilization

vi) Feedback and Complaints

vii) Programming reports

(a) Itemization of programs telecast by:

1. Inside programs
2. Outside programs

(b) Itemization of program requestors by:

1. Inside programs
2. Outside programs

(c) Quantity of new and repeat inside programs

(d) Quantity of new and repeat outside programs

(e) Quantity of new program requestors

viii) Details of activity engaged in by Your Media to promote Fayetteville Public Access Television

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Director of Media Services:

a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
b. Requests for changes in any policies or procedures that affect any services described herein; and
c. All corporate documents, including but not limited to Your Media's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
d. At any reasonable time and as often as the City may deem necessary, Your Media shall make available to them, or any of their authorized representatives, within three (3) business days, all of Your Media's records related to all matters covered by this Agreement and shall permit the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
e. During the term of this Contract, Your Media shall make available to the City all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and
f. Minutes of all meetings, if taken, and materials distributed in meetings of Your Media's Board of Directors, or committees thereof, shall be submitted to the City; and

Your Media will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Director of Media Services to assess Your Media's effectiveness in providing the services described herein.
2. The City and Your Media may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. Your Media will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Director of Media Services as part of the quarterly evaluation process.
4. The Director of Media Services will immediately communicate to Your Media any violations of this contract as may come to his/her attention so that Your Media may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the City and made publicly available, consistent with the process for oversight.

CONTRACT PERIOD

The contract period will be from January 1, 2025, until December 31, 2025. Either party may cancel this contract at any time with a thirty (30) day written notice. This contract may be renewed by the parties per year for up to four additional one-year terms.

FUNDING

The City hereby agrees to pay Your Media the monthly sum of $18,393.75 for services performed under the terms of this contract for 12 months. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2025, unless Your Media fails to comply with the expressed terms of this contract. The City reserves the right to withhold contract payments to Your Media unless Your Media is deemed in full compliance with the contract or until all contract violations are corrected.

FUTURE ADDITIONAL SERVICE OPTIONS

Upon any renewal, the City of Fayetteville reserves the right to add services, along with any additional costs, to this agreement, including, but not limited to, Education Channel operation, management or services and/or expansion of Public Access operations or services.

LEGAL AUTHORITY

Your Media assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of Your Media have been fully authorized by Your Media to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind Your Media to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of Your Media or the person signing the Agreement. The City shall not be obligated to pay Your

Media for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL
Your Media shall adequately staff the Public Access operation to meet the services and duties outlined in this agreement. Both City staff and Your Media staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by Your Media and shall be available for examination by the City.

Upon termination of any employee from either the City or Your Media, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY
Your Media shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE
Your Media shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. Your Media shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

1.	General Aggregate	$1,000,000
2.	Products/Completed Oper. Aggr.	$1,000,000
3.	Each Occurrence	$100,000
4.	Fire Damage (any one fire)	$50,000
5.	Medical Expense (any one person)	$5,000

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: Your Media shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or $5,000, whichever is less. Your Media shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY
Your Media shall not initiate or sponsor political or religious programming. Your Media shall not engage in any political activity. Your Media shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with Your Media as an independent contractor and that as such, Your Media shall save and hold the City, its officers, agents, and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of Your Media. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

Your Media covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Your Media further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

Your Media further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION
d/b/a YOUR MEDIA

By: _____

Print: Daniel A. Robinson

Title: Executive Director

ATTEST:

By: _____

Print: Randall Dixon

Title: Board Member

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment to the Professional Services Contract (the "Amendment") is made and entered into as of this _____ day of _____, 2025 (the "Effective Date"), by and between: **Community Access Television dba Your Media** ("Contractor") and the **City of Fayetteville** ("City").

WHEREAS, the City and the Contractor entered into a Professional Services Contract (the "Original Contract") dated December 4, 2024 for the provision of professional Public Access Television services (the "Services"); and

WHEREAS, the parties wish to amend the Original Contract to extend the term of the Agreement for an additional one (1) year.

THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. **Extension of Term:** The term of the Original Contract shall be extended for one (1) additional year, beginning on January 1, 2026, and ending on December 31, 2026 (the "Extension Period").

2. **Compensation:** During the Extension Period, the Contractor shall be compensated at the rate outlined in the last year (year five) of the Original Contract, making a total of $220,725.00.

3. **Scope of Services:** The scope of services outlined in the Original Contract shall remain in full force and effect, except as modified by this Amendment. Any additional work to be performed during the Extension Period must be agreed to in writing by both parties.

4. **Miscellaneous:**
    a. This Amendment shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

    b. This Amendment, together with the Original Contract, constitutes the entire agreement between the parties concerning the subject matter hereof. If any conflict arises between the provisions of the Original Contract and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Community Access Television dba Your Media

Signature: _____

Print: _____

Title: _____

Date: _____

City of Fayetteville

Signature: _____

Name: Molly Rawn

Title: Mayor

Date: _____

Signature: _____

Name: Kara Paxton

Title: City Clerk/Treasurer

Date: _____

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This Amendment to the Professional Services Contract (the "Amendment") is made and entered into as of this 4th day of December, 2025 (the "Effective Date"), by and between: **Community Access Television dba Your Media** ("Contractor") and the **City of Fayetteville** ("City").

WHEREAS, the City and the Contractor entered into a Professional Services Contract (the "Original Contract") dated December 4, 2024 for the provision of professional Public Access Television services (the "Services"); and

WHEREAS, the parties wish to amend the Original Contract to extend the term of the Agreement for an additional one (1) year.

THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. **Extension of Term:** The term of the Original Contract shall be extended for one (1) additional year, beginning on January 1, 2026, and ending on December 31, 2026 (the "Extension Period").

2. **Compensation:** During the Extension Period, the Contractor shall be compensated at the rate outlined in the last year (year five) of the Original Contract, making a total of $220,725.00.

3. **Scope of Services:** The scope of services outlined in the Original Contract shall remain in full force and effect, except as modified by this Amendment. Any additional work to be performed during the Extension Period must be agreed to in writing by both parties.

4. **Miscellaneous:**
    a. This Amendment shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

    b. This Amendment, together with the Original Contract, constitutes the entire agreement between the parties concerning the subject matter hereof. If any conflict arises between the provisions of the Original Contract and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Community Access Television dba Your Media

Signature: _____

Print: Daniel A. Robinson

Title: Executive Director

Date: 12/4/25

Signature: _____

Randall Dixon

Board Member

12/4/25

City of Fayetteville

Signature: _____

Name: Molly Rawn

Title: Mayor

Date: _____

Signature: _____

Name: Kara Paxton

Title: City Clerk/Treasurer

Date: _____

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2424

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Brad Fulmer, IT Director
Keith Macedo, Chief of Staff

FROM: Doug Bankston, Director Of Media Services

SUBJECT: **Receipt of Public Access Fees**

RECOMMENDATION:
Approval of a budget adjustment in the amount of $10,000 from the Community Access Television (dba Your Media) Trust Account to recognize Public Access activity revenue for future promotional activities for Fayetteville Public Television.

BACKGROUND:
Per the City's 2025 contract with Your Media:
Your Media may charge a fee for the following items or activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville. All monies collected for such services are deposited into and all checks made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.

DISCUSSION:
Community Access Television, dba Your Media, the City's contracted third-party public access service provider, holds a Trust Account into which revenue from public contract productions, media sales, DVD copies, digital transfers and other services is deposited. This revenue is periodically used for promotional activities for Fayetteville Public Television (FPTV) and services for the City of Fayetteville Television Center. The $10,000 will be used for FPTV promotional activities.

BUDGET/STAFF IMPACT:
Approval of the Budget Adjustment will increase the promotional activities account by $10,000.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment

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

File #: 2025-2424

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $10,000.00 TO RECOGNIZE PUBLIC ACCESS ACTIVITY REVENUE FOR FUTURE PROMOTIONAL ACTIVITIES FOR FAYETTEVILLE PUBLIC TELEVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of $10,000.00 to recognize Public Access activity revenue for future promotional activities for Fayetteville Public Television.

City of Fayetteville Staff Review Form

2025-2424

Item ID

12/16/2025

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

Doug Bankston	11/13/2025	MEDIA SERVICES (060)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Recognize revenue from the Community Access Television FPTV Trust to use for future public access promotion and approval of a Budget Adjustment.

Budget Impact:

1010.060.0600-4449.00	General
Account Number	Fund
51022.1101	Public Access Television Fees
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	9,840.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	9,840.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	10,000.00
		Remaining Budget	$	19,840.00

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	MEDIA SERVICES (060)	
	Requestor: Doug Bankston	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Receive revenue from the Community Access Television FPTV Trust.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2424**

Holly Black
11/24/2025 2:41 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

TOTAL	10,000	10,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.060.0600-4449.00	-	10,000	51022	1101	RE	Public Access Television Fees
1010.060.0600-5342.00	10,000	-	51022	1101	EX	Promotionals - Activities
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2545

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Brad Fulmer, IT Director

SUBJECT: **Budget Adjustment approval for the Fayetteville District Court in the amount of $122,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.**

RECOMMENDATION:
Staff recommends approving the attached Budget Adjustment, for the Fayetteville District Court, in the amount of $122,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

BACKGROUND:
Funds will be utilized to purchase the 2025-2026 Court Technology scheduled computer replacements and to purchase miscellaneous technology equipment to support Court staff and Court operations, which may include video security enhancements, desktop phone replacements, computers, and computer peripherals.

DISCUSSION:
The Automation Fund is supported by Arkansas Statue 16-13-704 which allows the Court to collect monies from installment payments. The Fund is to be used solely for the District Court for technology equipment, automation equipment, and related training.

BUDGET/STAFF IMPACT:
Funds are available within the Court Automation Fund to purchase the referenced technology equipment.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. ACA 16-13-704

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

File #: 2025-2545

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $122,000.00 TO RECOGNIZE AND APPROPRIATE REVENUE FROM THE COURT AUTOMATION FUND FOR UPGRADES TO COURT SERVERS, SOFTWARE, COMPUTERS, AND RELATED TECHNOLOGY EQUIPMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of $122,000.00 to recognize and appropriate revenue from the Court Automation Fund for upgrades to court servers, software, computers, and related technology equipment.

City of Fayetteville Staff Review Form

2025-2545

Item ID

12/16/2025

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

Brad Fulmer	11/24/2025	INFORMATION TECHNOLOGY (170)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving the attached Budget Adjustment, for the Fayetteville District Court, in the amount of $122,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

Budget Impact:

1010.040.0400-5210.00	General Fund
Account Number	Fund
39012.901	39012 District Court Automation
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	22,047.00
		Expenses (Actual+Encum)	$	10,220.28
		Available Budget	$	**11,826.72**
Does item have a direct cost?	No	Item Cost		
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	122,000.00
		Remaining Budget	$	**133,826.72**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 65-21, 11-23, 214-24

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	INFORMATION TECHNOLOGY (170)	
	Requestor: Brad Fulmer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approving the attached Budget Adjustment, for the Fayetteville District Court, in the amount of $122,000.00 to recognize and appropriate revenue from the Court Automation Fund for automation and electronic equipment upgrades for Court servers, software, computers, and related technology equipment.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2545**

Holly Black
11/25/2025 7:25 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

TOTAL	122,000	122,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.040.0400-4900.00	-	122,000	39012	901	RE	Miscellaneous Revenue - base
1010.040.0400-5210.00	122,000	-	39012	901	EX	Minor Equipment
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

A.C.A. § 16-13-704

Current through all legislation of the 2025 Regular Session.

AR - Arkansas Code Annotated > Title 16 Practice, Procedure, And Courts > Subtitle 2. Courts and Court Officers > Chapter 13 Circuit Courts > Subchapter 7 — Enforcement of Fines

16-13-704. Installment payments — Definition. [Effective until July 1, 2026.]

(a)

(1) If the court concludes that the defendant has the ability to pay the fine, but that requiring the defendant to make immediate payment in full would cause a severe and undue hardship for the defendant and the defendant's dependents, the court may authorize payment of the fine by means of installment payments in accordance with this subchapter.

(2)

(A) When a court authorizes payment of a fine by means of installment payments, it shall issue, without a separate disclosure hearing, an order that the fine be paid in full by a date certain and that in default of payment, the defendant must appear in court to explain the failure to pay.

(B) In fixing the date of payment, the court shall issue an order which will complete payment of the fine as promptly as possible without creating a severe and undue hardship for the defendant and the defendant's dependents.

(3) When a person is authorized to pay a fine on an installment basis, any court cost assessed under § 9-15-202(d) or § 16-10-305(h) shall be collected from the initial installment payment first.

(b)

(1)

(A) In addition to the fine and any other assessments authorized by this subchapter, an installment fee of five dollars ($5.00) per month shall be assessed on each person who is authorized to pay a fine on an installment basis.

(B) This fee shall be collected in full each month in which a defendant makes an installment payment.

(C) This fee shall accrue each month that a defendant does not make an installment payment and the fine has not been paid in full.

(2)

(A)

(i) One-half (½) of the installment fee collected in circuit court shall be remitted by the tenth day of each month to the Administration of Justice Funds Section of the Office of Administrative Services of the Department of Finance and Administration, on a form provided by the Office of Administrative Services, for deposit into the Judicial Fine Collection Enhancement Fund established by § 16-13-712.

(ii) The other half of the installment fee shall be remitted by the tenth day of each month to the county treasurer to be deposited into a fund entitled the “circuit court automation fund” to be used solely for circuit court-related technology.

(B)

(i) Expenditures from the circuit court automation fund shall be approved by the administrative circuit judge of each judicial circuit and shall be authorized and paid under the state laws governing the appropriation and payment of county expenditures.

(ii) Expenditures may be made for indirect expenses related to implementation of new court-related technology, including overtime pay, personnel or travel expenses, and technology-related supplies.

(iii) Funds in each county in a judicial district may be pooled for expenditure pursuant to a circuit-wide technology plan approved by the administrative circuit judge.

(3)

(A) One-half (½) of the installment fee collected in district court shall be remitted by the tenth day of each month to the Administration of Justice Funds Section, on a form provided by that section, for deposit into the Judicial Fine Collection Enhancement Fund established by *§ 16-13-712*.

(B) The other half of the installment fee collected in district court shall be remitted by the tenth day of each month to the city treasurer of the city in which the district court is located to be deposited into a fund entitled the "district court automation fund" to be used solely for district court-related technology and court security-related expenditures.

(C) In any district court which is funded solely by the county, the other half of this fee shall be remitted by the tenth day of each month to the county treasurer of the county in which the district court is located to be deposited into the district court automation fund to be used solely for district court-related technology and court security-related expenditures.

(D)

(i) Expenditures from the district court automation fund shall be approved by a district judge and shall be authorized and paid under state laws governing the appropriation and payment of county or municipal expenditures by the governing body or, if applicable, governing bodies, that contribute to the expenses of a district court.

(ii) Expenditures may be made for indirect expenses related to implementation of new court-related technology, including overtime pay, personnel or travel expenses, and technology-related supplies.

(iii)

(a) Expenditures may be made for indirect expenses related to the hiring and training of court security officers, including travel expenses related to the training of court security officers.

(b) Expenditures do not include salary, benefits, or overtime pay for court security officers.

(E)

(i) In circuit court only, an installment fee of an additional five dollars ($5.00) per month shall also be assessed on the first day of each month on each person who is ordered to pay a fine on an installment basis with the additional five dollars ($5.00) to be remitted to the collecting official to be used to defray the cost of fine collection.

(ii) In district court only, an installment fee of an additional five dollars ($5.00) per month shall also be assessed on the first day of each month on each person who is ordered to pay a fine on an installment basis with the additional five dollars ($5.00) to be remitted by the tenth day of each month to the Administration of Justice Funds Section on a form provided by that section for deposit into the State Administration of Justice Fund.

(c)

(1) For cases filed on or after January 1, 2026, in district court only, the fee authorized in subdivision (b)(1)(A) of this section shall be five dollars ($5.00) and the fee authorized in subdivision (b)(3)(E)(ii)

of this section shall be two dollars and fifty cents ($2.50).

(2) The installment fees shall be assessed and collected until the defendant has paid ninety dollars ($90.00) in installment fees or the total assessment owed by the defendant has been paid, whichever occurs first.

(3) When the defendant has paid ninety dollars ($90.00) in installment fees on his or her respective assessment, no more installment fees shall be assessed or collected.

(4) If a defendant is ordered to pay a new fine, the ninety-dollar installment fee cap shall not carry over or prevent a new assessment of a monthly installment fee.

(5) If a defendant is making an installment payment in more than one (1) department of a district court, the fees authorized in this subsection shall be assessed and collected by each department.

(d) By September 1 of each year:

(1) The county treasurer shall submit electronically or in writing a report disclosing the balance of the circuit court automation fund to the Administrative Office of the Courts, the Department of Finance and Administration, the county judge of each county in the judicial circuit, and each circuit judge of the judicial circuit;

(2) The city treasurer of the city in which a department of a district court is located shall submit electronically or in writing a report disclosing the balance of the district court automation fund to the Administrative Office of the Courts, the Department of Finance and Administration, the county judge of each county in the judicial district, the mayor of each city contributing to the operating expenses of the department of the district court, and each district judge of the judicial district; and

(3) The county treasurer shall submit electronically or in writing a report disclosing the balance of the district court automation fund to the Administrative Office of the Courts, the Department of Finance and Administration, the county judge of each county in the judicial district, the mayor of each city contributing to the operating expenses of the department of the district court, and each district judge of the judicial district.

(e) Any defendant who has been authorized by the court to pay a fine by installments shall be considered to have irrevocably appointed the clerk of the court as his or her agent upon whom all papers affecting his or her liability may be served, and the clerk shall forthwith notify the defendant thereof by ordinary mail at his or her last known address.

(f) “Ability to pay” means that the resources of the defendant, including all available income and resources, are sufficient to pay the fine and provide the defendant and his or her dependents with a reasonable subsistence compatible with health and decency.

(g) Unless extended or repealed, the authority to assess and collect the installment fee authorized in subdivision (b)(1)(A) of this section for cases filed in district court and the installment fee authorized in subdivision (b)(3)(E)(ii) of this section shall expire on December 31, 2031.

History

Acts 1995, No. 1262, § 3; *2001, No. 1809, § 13*; *2003, No. 1185, § 94*; *2003, No. 1765, § 10*; *2005, No. 1934, § 7*; *2007, No. 663, § 32*; *2011, No. 1138, §§ 1*, 2; *2011, No. 1218, § 2*; *2013, No. 282, § 9*; *2017, No. 583, § 4*; *2025, No. 371, § 8*.

Annotations

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2541

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Brad Fulmer, IT Director
Missy Hutcheson, Human Resources Director

SUBJECT: **The NeoGov LMS module is a 3-year agreement with the following payment schedule. Year 1 $22,350.90, Year 2 $26,187.70, and Year 3 $37,228.65 which will be paid as part of the existing annual maintenance agreement from the HR Contract Services account.**

RECOMMENDATION:
To authorize a 3-year agreement for the purchase of learning management software from Governmentjobs.com, Inc. D/B/A NeoGov for the City's Human Resource software pursuant to Sourcewell purchasing contract #030425-PDMS in the total amount of $85,767.25

BACKGROUND:
The City has utilized NeoGov since 2010 for applicant tracking, online job postings, and performance management. Staff continues to evaluate opportunities to enhance the use of NeoGov in order to improve the efficiency of applicant tracking, new-hire onboarding, employee training, and performance reviews.

DISCUSSION:
To help streamline the onboarding process and support ongoing training needs for City staff, Human Resources would like to implement the NeoGov Learning Management System (LMS). The NeoGov LMS will centralize and deliver required training for new hires to ensure compliance, as well as support ongoing mandatory training for all employees. This includes required safety training for applicable positions and continued education needs across departments.

BUDGET/STAFF IMPACT:
The NeoGov LMS module is a 3-year agreement with the following payment schedule. Year 1 $22,350.90, Year 2 $26,187.70, and Year 3 $37,228.65 which will be paid as part of the existing annual maintenance agreement from the HR Contract Services account.

ATTACHMENTS: 3. Staff Review Form, 4. NeoGov Contract

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

File #: 2025-2541

A RESOLUTION TO APPROVE THE PURCHASE OF LEARNING MANAGEMENT SOFTWARE IN THE AMOUNT OF $85,767.25 FROM GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of learning management software in the amount of $85,767.25 from Governmentjobs.com, Inc. D/B/A NeoGov, pursuant to Sourcewell Cooperative purchasing contract number 030425-PDMS.

City of Fayetteville Staff Review Form

2025-2541

Item ID

12/16/2025

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

Brad Fulmer	11/24/2025	INFORMATION TECHNOLOGY (170)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

To authorize the purchase of learning management software from Governmentjobs.com, Inc. D/B/A NeoGov for the City's Human Resource software pursuant to a Sourcewell purchasing contract.

Budget Impact:

1010.120.1220-5416.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	85,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**85,000.00**
Does item have a direct cost?	Yes	Item Cost	$	22,350.90
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**62,649.10**

V20221130

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

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

Original Contract Number: _____

Comments:

Docusign Envelope ID: 83BDB261-513B-49F9-ABEE-B9EEFFC45CA8

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-659493	**Order #:**	Q-388302
Customer:	Fayetteville, City of (AR)	**Valid Until:**	12/23/2025
Effective Employee Count:	610		
Sales Rep:	Mitch Boland		

Customer Contact			
Billing Contact:	Fayetteville, City of (AR) Brad Fulmer	**Shipping Contact :**	Fayetteville, City of (AR) Missy Hutcheson
Billing Address:	113 W. Mountain Fayetteville, AR 72701	**Shipping Address:**	113 W. Mountain Fayetteville, AR 72701
Billing Contact Email:	bfulmer@ci.fayetteville.ar.us	**Shipping Contact Email:**	mhutcheson@fayetteville-ar.gov
Billing Phone:	479-575-8217	**Shipping Phone:**	(479)575-8272

Payment Terms

Payment Term: Net 30
PO Number:

Notes:

Subscription Service

Year 1

60% discount on both subscription fees.
50% discount on both setup fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	$13,505.60
Learn Setup	Services			Employee Based	$4,079.00
Employee Import Subscription	Recurring	1/1/2026	12/31/2026	Employee Based	$1,458.80
Employee Import Setup	Services			Employee Based	$3,307.50
				Year 1 TOTAL:	$22,350.90

Year 2

30% discount on both subscription fees

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	$23,634.80
Employee Import Subscription	Recurring	1/1/2027	12/31/2027	Employee Based	$2,552.90
				Year 2 TOTAL:	$26,187.70

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Year 3 **5% discount.**

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	$33,764.00
Employee Import Subscription	Recurring	1/1/2028	12/31/2028	Employee Based	$3,464.65
				Year 3 TOTAL:	$37,228.65

Total: | $85,767.25

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the Services purchased pursuant to this Order Form are being procured through NEOGOV's Sourcewell contract #030425-PDMS and are subject to the most recently published version of the NEOGOV Services Agreement set forth here: https://www.neogov.com/service-specifications . The Services provided to Sourcewell member #34143 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Docusign Envelope ID: 83BDB261-513B-49F9-ABEE-B9EEFFC45CA8

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Fayetteville, City of (AR)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: DocuSigned by: Mike Burns 7EB833F0006341D...

Printed Name: Mike Burns

Title: Corporate Controller

Date 11/24/2025 | 9:40:25 AM PST

NEOGOV LEGAL 9:36 am. Nov 24 2025

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2514

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

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

FROM: Lee Farmer, Recreation Superintendent

SUBJECT: **Area Agency on Aging of Northwest Arkansas Contract Amendment #1 in the amount of $182,577**

RECOMMENDATION:
Approval of Amendment #1 between the City of Fayetteville and the Area Agency on Aging of Northwest Arkansas for $182,577 to provide public recreation services for senior residents of Fayetteville for 2026.

BACKGROUND:
The City of Fayetteville has provided financial support to the Area Agency on Aging of Northwest Arkansas (AAA) since 1972. This has been a very successful agreement to provide recreational programs for senior residents of Fayetteville.

AAA provides recreational programs meeting the needs of our senior residents at the Fayetteville Senior Center and transportation services for the residents of Hillcrest Towers. AAA and Parks and Recreation intend to work in cooperation to enhance the recreation facilities and programs in our City. If AAA were not serving our senior resident population, the City would need to assume this responsibility.

DISCUSSION:
This amendment reflects an increase in funding that aligns with AAA's operational needs for 2026. AAA has experienced rising costs in program delivery, facility operations, and transportation services for senior residents. Approval of this amendment ensures that AAA can continue providing high-quality recreational opportunities and essential services to Fayetteville's senior population without interruption.

BUDGET/STAFF IMPACT:
The 2026 operational budget, which the City Council approved on December 18, 2025, includes a total of $182,577 for these services.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment 1, 5. Walker Senior Center Funding Request

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

File #: 2025-2514

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH THE AREA AGENCY ON AGING OF NORTHWEST ARKANSAS IN THE AMOUNT OF $182,577.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR SENIOR RESIDENTS

WHEREAS, the City has provided financial support to the Area Agency on Aging of Northwest Arkansas (AAA) since 1972; and

WHEREAS, AAA provides recreation programs meeting the needs of our senior residents at the Fayetteville Senior Center and transportation services for the residents of Hillcrest Towers; and

WHEREAS, AAA and Parks and Recreation intend to work in cooperation to enhance the recreation facilities and programs; and

WHEREAS, if AAA were not serving our senior resident population, the City would need to assume this responsibility; and

WHEREAS, this amendment reflects an increase in funding that aligns with AAA's operation needs for 2026.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the contract with the Area Agency on Aging of Northwest Arkansas in the amount of $182,577.00 to provide public recreation services for senior residents.

City of Fayetteville Staff Review Form

2025-2514

Item ID

12/16/2025

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

Lee Farmer	11/24/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Amendment #1 between the City of Fayetteville and the Area Agency on Aging of Northwest Arkansas in the amount of $ 182,577 to provide public recreation services for senior residents of Fayetteville for 2026.

Budget Impact:

1010.090.6600.5718.01	General
Account Number	Fund
40901.4004	AAANWA (Senior Center)
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	182,577.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	182,577.00
Does item have a direct cost?	Yes	Item Cost	$	182,577.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 320-22

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT #1

to the Contract Between the City of Fayetteville and the Area Agency on Aging of Northwest Arkansas (AAA)

WHEREAS, on December 20, 2022, pursuant to Resolution 320-22, the City of Fayetteville and the Area Agency on Aging of Northwest Arkansas (AAA) entered into a Contract in the amount of $145,804.00 to provide for public recreation services for the senior citizens of Fayetteville for 2023, with automatic renewals for up to four additional one-year terms; and

WHEREAS, the need has arisen for additional funding for AAA to provide services under the Contract for the 2026 calendar year, causing the cost of the Contract to increase by $36,773.00, for a total cost of $182,577.00 in 2026.

NOW, THEREFORE, BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas and the Area Agency on Aging of Northwest Arkansas hereby agree that the Contract Between the City of Fayetteville and the Area Agency on Aging of Northwest Arkansas shall be amended, such that the City of Fayetteville shall provide the sum of $15,214.75 monthly ($182,577.00 annually) to the Area Agency on Aging of Northwest Arkansas from January 1 until December 31, 2026, in consideration of the duties and obligations provided for in the Contract.

The parties agree and understand that this Amendment is supplemental to their Contract and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein. The Area Agency on Aging of Northwest Arkansas agrees that it is and shall continue to be bound by the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

AREA AGENCY ON AGING OF NORTHWEST ARKANSAS

By: _____
BRAD BAILEY, Executive Director

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

AREA AGENCY ON AGING OF NORTHWEST ARKANSAS
With support from the Area Agency on Aging Foundation
1510 Rock Springs Road
P.O. Box 1795
Harrison, Arkansas 72602-1795

Brad Bailey, Executive Director

(870) 741-1144
1-800-432-9721
Fax: (870) 741-6214
TDD: (870) 741-1346

July 23, 2025

City of Fayetteville
Attention: Budget & Information Management
113 West Mountain Street
Fayetteville, AR 72701

RE: Request for Public Funds

Dear Ms. Black:

Enclosed you will find our request for 2026 Public Funds to fund recreational programs provided by the Fayetteville Senior Activity and Wellness Center in Walker Park and the Hillcrest Towers Community Center. We appreciate the support and assistance given to the senior centers by the City of Fayetteville.

If for any reason you need additional information, please feel free to contact Angie Dunlap in this office at 870-741-1144 or email adunlap@aaanwar.org.

Respectfully submitted,

Brad Bailey
Executive Director

AD

Enclosures: City of Fayetteville Request for Public Funds
Quarterly Report of Recreational Services of the Fayetteville Walker Park and Hillcrest Towers Senior Services Second Quarter

This Agency is in compliance with Titles VI and VII of the Civil Rights Act and is committed to the non-discriminatory delivery of services and is an Affirmative Action Equal Opportunity Employer

CITY OF FAYETTEVILLE
REQUEST FOR PUBLIC FUNDS
FY2026

Agency Name:	Area Agency on Aging of Northwest Arkansas
Address:	1510 Rock Springs Road
	Harrison, AR 72601
Mailing Address:	PO Box 1795
	Harrison, AR 72602
Phone: 870-741-1144	**Fax:** 870-741-6214
Agency Director:	Brad Bailey
Phone: 870-741-1144	**Fax:** 870-741-6214
Email:	bbailey@aaanwar.org
Is this a nonprofit organization?	☑ **Yes** ☐ **No**
Tax Exempt Status:	Exempt
Federal ID Number:	71-0521887
Fiscal Year End:	6/30/2026
Funding Requested for FY2026:	$ 182,576.87

^^(this line will populate automatically)^^

Program / Agency Description

(Provide an overview of your program / agency in the space below.)

In 1972, Title III of the Older Americans Act was enacted to provided funding for local community projects to begin nutrition services to the elderly. The projects were designed to provide persons age 60 and older and their spouses with at least one hot nutritious meal five days per week. Emphasis was placed on providing services to older persons with the greatest economic need, and also attempting to help reduce isolation caused by old age. The Area Agency on Aging of Northwest Arkansas was formed in September 1972 within the Northwest Arkansas Economic Development District (NWAEDD). Nine northwest counties (Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy, and Washington) were designated as areas of responsibility for the agency. In 1979 legislation was enacted to set up the eight Area Agency on Aging groups in Arkansas as individual, autonomous non-profit organizations. At that time AAANWA left NWAEDD and established its own agency. AAANWA has continued to grow and change to accommodate the needs of the growing older population of Northwest Arkansas. Since the inception of the Senior Services program in 1981, AAANWA has contracted with NWAEDD to provide the direct services of the program. In 2014, NWAEDD decided to discontinue the contract. On April 1 of 2014, AAANWA began providing direct services for 12 full-time senior centers in six counties, including the Fayetteville Senior Activity and Wellness Center and the Hillcrest Towers Senior Community Center. These senior centers provide a variety of wellness and social/recreational activities which engage the elderly in a more active lifestyle to help promote good mental, physical, and emotional health.

The Fayetteville Senior Activity and Wellness Center provides activities for seniors Monday through Friday from 8am-4:30pm at 945 S. College in Fayetteville, while Hillcrest Towers provide services seven days a week at 1 N School Avenue. Senior services include over 280 daily home delivered and congregate meals, taxi transportation to and from the centers, taxi services from a senior's residence to local appointments, weekly day trips, and regularly scheduled activities and events each day.

PROGRAM INFORMATION

Mission Statement

(if you do not have a mission statement, please indicate N/A.)

The Area Agency on Aging of Northwest Arkansas will commit financial and human resources to enhance the lives of the Northwest Arkansas senior and elderly community. We are a private, non-profit organization that has been serving seniors in Baxter, Benton, Boone, Carroll, Madison, Marion, Newton, Searcy and Washington Counties in Northwest Arkansas since 1979. We also provide services to Military Veterans and persons with disabilities.

Vision Statement

(if you do not have a mission statement, please indicate N/A.)

Helping Seniors lead independent, meaningful, dignified and active lives. The Fayetteville Senior Activity and Wellness Center's vision is to serve seniors, including those who come into our center, those who receive taxi services, and those who receive home delivered meals through the Meals on Wheels Program. The Center strives to engage seniors physically, mentally and emotionally by providing activities which are fun, educational, informative, and stimulating.

Provide a description of the services provided by your agency or program, including a description of the persons or groups who will benefit from the services.

The Area Agency on Aging of NWA provides for Adult Day Center & Services, Care Coordination, Family Caregiver Support Programs, Housing, In-Home Services & Assistance, Resource Directory, Meals on Wheels Provider, Personal Emergency Response System (Life Alert), and Senior Activity Centers.
The Fayetteville Senior Activity and Wellness Center and Hillcrest Towers senior community center provide multiple services to the senior citizens of Fayetteville including:
-One hundred daily Congregate on-site Meals at the Senior Center and Hillcrest Towers, that provide valuable hours of socialization for seniors along with a nutritionally balanced hot meal.
-Over 170 daily Home-Delivered meals for homebound seniors who are unable to prepare a meal for themselves. Many of these clients live alone and have no other contact with the outside world besides the Meals on Wheels drivers who visit them every day.
-Two to Three Senior day trips each month. Trips are typically to area attractions such as local unique shopping opportunities and casinos, as well as trips to Crystal Bridges and Turpentine Creek Big Cat Refuge. Regional trips include attractions in Branson, Hot Springs, and Tulsa.
-Four separate transportation services that provide 20 round trips per day and offer front door pick-up and assistance. The Congregate Taxi transports clients from their homes to the senior center to participate in morning activities, socialization, and a congregate meal at lunch, then returns them home in the early afternoon. The Hillcrest Taxi picks up clients at Hillcrest Towers and transports them to local appointments and includes wheelchair accessibility. The Grocery Taxi takes clients on Tuesday and Thursday mornings to local grocery stores. The Regular Taxi picks up seniors at their home and takes them to local appointments including the Doctor's office, Social Security Office, hair appointments, Physical Therapy, and other destinations. These four taxi services allow elderly citizens to maintain their independence by continuing to participate in recreational/social activities, conduct personal business, and access medical services.
-Typical social activities at the center include Bingo, Tuesday Pool Tournaments, Canasta, Mexican Train Dominoes, Educational Guest Speakers, Ping Pong, Friends & Flowers Gardening Program, Water Colors Class, Health Fairs, Live Music, Movies on the Big Screen, and other special events. Seniors participate in over 80 social activities per day.
-23 weekly exercise and wellness classes including Tai chi, Silver Sneakers, Yoga, Fun to be Fit, Instructor-led Line Dancing, Tap Dance Class, Stand & Strengthen, Pilates, and Use it or Lose It.

PROGRAM INFORMATION

Which City focus areas do your program services or activities support?

☐	Public Safety	☑	Recreational Activities	☑	Transportation	☐	Economic Development

Describe how your agency / program's activities or services support the City focus area(s) identified above.

The Fayetteville Senior Activity and Wellness Center provides multiple recreational activities for seniors on a daily basis. These activities include 19 weekly activity and wellness classes, 4 instructor-led line dancing sessions per week, daily pool play and a weekly pool tournament, an open exercise equipment area, ping pong, and other activities as listed in detail in the description of services response.

The Fayetteville Senior Activity and Wellness Center provides four different taxi services for seniors in the Fayetteville area (as detailed in the description of services section). Seniors are picked up at their residence and taken to the Senior Center or other locations in the area. Several of these seniors are able to participate in health and wellness classes at the Senior Center that they would otherwise not be able to attend. Each of these services and activities are designed to help seniors maintain their independence by improving their emotional, physical and mental well-being, and providing services they would otherwise not be able to provide on their own.

PROGRAM GOALS & OBJECTIVES

Provide a description of your program / agency's goals and objectives.
The goal of the Fayetteville Senior Activity and Wellness Center is to meet the needs of all seniors in the Fayetteville area. We provide quality services to every eligible senior citizen in Fayetteville who wants to participate in our programming. We also strive to meet the anticipated needs of seniors in the near future, as the number of seniors grows rapidly in the Fayetteville area.

Describe how projects will be evaluated.
The Fayetteville Senior Activity and Wellness Center uses monthly reports to evaluate the number of participants who receive congregate on-site meals and home-delivered meals. In addition, we track monthly transportation units that tell us how many seniors are using our taxi service. We also track socialization units for the number of seniors who are participating in the many activities that we provide here at the center. A great deal of our funding is based on state and federal reimbursement for these services we provide. All services provided are recorded daily through a computerized membership card scanning system and tabulated by staff at the center. Comparisons are done monthly to ensure that we are meeting the needs of an ever-growing senior population. The Fayetteville Senior Activity and Wellness Center provides a Quarterly Report to the City which details the types of services we provide, the number of hours of programming, the number of transportation units provided, and all other relevant information. As a 501(c)3, all AAANWA record keeping is available for review, with the exception of client HIPAA information. In addition, the Senior Center provides annual surveys for participants to get their feedback on current activities, meals, taxi services, and other programming provided through the Center. These surveys also request participant input and ideas for potential new programs and activities.

BUDGET INFORMATION

Provide line item detail for each category below.

PERSONNEL SERVICES			
Description	**Previous Year Actual**	**Current Year Budget**	**FY 2026 Request**
Salaries	$ 303,535.53	$ 307,000.00	$ 325,000.00
Employee Merit	$ 9,106.07	$ 12,280.00	$ 19,800.00
Social Security	$ 20,651.86	$ 22,400.00	$ 23,000.00
Other	$ 30,977.80	$ 33,600.00	$ 35,000.00
Total Personnel Services	$ 364,271.26	$ 375,280.00	$ 402,800.00

OPERATING EXPENSES			
Description	**Previous Year Actual**	**Current Year Budget**	**FY 2026 Request**
Phone	$ 3,603.95	$ 3,700.00	$ 4,350.00
Printing & Publishing	$ 65.35	$ 200.00	$ 500.00
Postage	$ 185.02	$ 220.00	$ 400.00
Advertising	$ 6,850.52	$ 6,100.00	$ 6,900.00
Travel	$ 2,615.09	$ 1,200.00	$ 2,900.00
Rent	$ 0.00	$ 0.00	$ 0.00
Utilities	$ 42,219.87	$ 35,000.00	$ 42,000.00
Technology	$ 1,204.95	$ 1,000.00	$ 2,900.00
Materials/Supplies	$ 55,941.23	$ 62,707.00	$ 63,000.00
Transportation	$ 25,124.02	$ 20,550.00	$ 22,000.00
Other	$ 287,469.38	$ 361,745.00	$ 362,000.00
Total Operating Expenses	$ 425,279.38	$ 492,422.00	$ 506,950.00

SALARY DISCLOSURE (attach additional sheet if necessary)		
Agency Positions	**Compensation**	**Percent Funded by CoF**
DIRECTOR	$ 60,000.00	40
PROGRAM ASSISTANT (4)	$ 73,000.00	30
VAN DRIVERS (4)	$ 68,000.00	30
JANITORIAL	$ 40,200.00	100
EXERCISE INSTRUCTOR	$ 30,000.00	100
FOOD SERVICE MANAGER	$ 32,000.00	0
ASSISTANT COOK	$ 27,000.00	0
KITCHEN ASSISTANT (4)	$ 68,000.00	0
MEAL DRIVERS	$ 61,200.00	0

BUDGET INFORMATION

Proposed funding period (from) JANUARY 1, 2026 (to) DECEMBER 31, 2026

Indicate reason for request:

	Funding for agency
✓	Funding for specific program or project
	Funding primarily for personnel services
	Funding primarily for operating expenses

FY 2026 PERSONNEL SERVICES			
Description	**City Funds** (direct funding requested from the City of Fayetteville)	**Other Funding Sources** (funds received from other sources and any indirect City funding such as rent, etc.)	**TOTAL**
Salaries	$ 136,500.00	$ 170,500.00	$ 307,000.00
Employee Merit	$ 0.00	$ 12,280.00	$ 12,280.00
Social Security	$ 0.00	$ 22,400.00	$ 22,400.00
Other	$ 0.00	$ 33,600.00	$ 33,600.00
Total Personnel Services	$ 136,500.00	$ 238,780.00	$ 375,280.00

FY 2026 OPERATING EXPENSES			
Description	**City Funds** (direct funding requested from the City of Fayetteville)	**Other Funding Sources** (funds received from other sources and any indirect City funding such as rent, etc.)	**TOTAL**
Phone	$ 1,140.00	$ 2,560.00	$ 3,700.00
Printing & Publishing	$ 120.00	$ 80.00	$ 200.00
Postage	$ 40.00	$ 180.00	$ 220.00
Advertising	$ 2,812.00	$ 3,288.00	$ 6,100.00
Travel	$ 0.00	$ 1,200.00	$ 1,200.00
Rent	$ 0.00	$ 0.00	$ 0.00
Utilities	$ 15,000.00	$ 20,000.00	$ 35,000.00
Technology	$ 0.00	$ 1,000.00	$ 1,000.00
Materials/Supplies	$ 22,254.87	$ 40,648.13	$ 62,903.00
Transportation	$ 4,710.00	$ 15,840.00	$ 20,550.00
Other	$ 0.00	$ 361,745.08	$ 361,745.08
Total Operating Expenses	$ 46,076.87	$ 446,541.21	$ 492,618.08

Total Operating Budget	$ 182,576.87	$ 685,321.21	$ 867,898.08

^^this amount represents your funding request

BUDGET INFORMATION

Please address the first question below only if your agency received funding for the current year and is requesting a change in funding level for FY 2026.

What is the reason for the requested increase or decrease in funding level?
By combining census data and national hunger information, we can estimate that over 7,500 seniors in Washington County suffer the threat of hunger. These same seniors often struggle with isolation as well. It is imperative that the AAANWA is able to continue to provide the services they currently provide for Fayetteville seniors, as well as expanding their services to provide for seniors in need that they currently do not serve. The requested increase in funds would be used to help cover the costs associated with the services provided by the Fayetteville Senior Activity and Wellness Center and Hillcrest Towers senior community center. Our programming here at the Center continues to see steady growth. With our growing senior population, an estimated 10,000 people will turn 65 every single day for the next 15 years in the United States. These growing numbers will put an increased burden on Meals on Wheels programs, senior transportation programs, and on Senior Center Activities and Programs. With a 46 year history, the Area Agency on Aging of Northwest Arkansas is directly positioned to best meet these needs for the Fayetteville senior population. The AAANWA possess the staff, facilities, resources, knowledge, and experience to impact seniors in the most effective and efficient way possible. Identifying those in need is one of the most difficult aspects of combating senior hunger and isolation. The AAANWA's extensive network of operations allows them to best identify those in need, along with determining and providing the services that best meet those needs. Recent inflation and high gas prices continue to put a heavy financial strain on our Meals on Wheels Program and Taxi services. The increased food prices also impact our Congregate lunches served at the Senior Center and Hillcrest Towers. With most seniors having less "spending" money due to the inflation and gas prices, this impacts our donations from participants and donors. In a time when we need increased funding to maintain services, our donors have less to give. This makes the City's annual contribution to the Center critically important to our ability to maintain our services and programs.

All respondents must answer the question below.

If City funding is allocated for only one year, what strategies do you have in place to sustain your program? Indicate plans for obtaining funds outside of City funding.
The on-going costs for the centers is partially funded by state and federal reimbursements for elderly services. The next level of funding comes from client contributions, grants, private donations, and ongoing fundraising activities. Employees devote a significant amount of time trying to identify and secure grants, donations, and other funding sources to help cover the costs for essential senior services. Should the City of Fayetteville funding be lost or reduced, AAANWA would determine what level of recreational services could be provided with available funding and make adjustments accordingly. The loss of City funding would have a major impact on the amount of recreational activities offered and the number of elderly citizens able to participate in these activities. The certified instructor exercise classes would be reduced and/or eliminated without City funding, and all programming would be decreased by a lack of funding.

BUDGET INFORMATION

If City funding is denied, describe the impact on your program.
(Please limit your response to this page only.)

The loss of City of Fayetteville funding would have a devastating impact on the recreational, health promotion, and wellness programming provided by the Fayetteville Senior Activity and Wellness Center and Hillcrest Towers Senior Community Center. It would mean the loss of instructors for exercise and wellness classes, and a reduction in social and recreational activities due to a decrease in funds for providing these services. In addition, transportation services would be reduced, and many seniors would not be able to receive essential transportation to the center and other destinations in the community. A loss of funding would have a profound negative impact on senior health, senior hunger, and senior independence in the Fayetteville community. We continue to see an increase in Meals on Wheels clients and our other programs. The last several years have been especially difficult on seniors and the role of our Center has never been more essential to the well-being of the local senior community.

The loss of funding could also affect the Wellness Certification that the Fayetteville Senior Activity and Wellness Center has received from the Division of Aging, Adult, and Behavioral Health Services. In order to keep this certification, the center must pass an assessment yearly. The assessment is used to determine if the center is offering consistent programming in all seven dimensions of wellness. A reduction of funding would result in programs and activities being canceled that are essential to this certification.

TERMS AND CONDITIONS

This application does not commit or guarantee receiving public funds. The purpose of completing this form is for budgetary purposes only. If City Council approves a budget containing funding for this request, your organization agrees to abide by the terms and conditions listed below.

1. A contract for services must be negotiated and approved by your organization and the City prior to any disbursements of public funds.

2. Your organization agrees to provide the City of Fayetteville with an annual audit or an annual compilation and review prepared by a licensed certified public accountant within six months of the fiscal year end or the completion of the project;

OR

3. Your organization agrees to provide an annual Balance Sheet and a Statement of Revenues and Expenses and, upon request by the City of Fayetteville, access to your organization's financial records by City auditors within six months of the fiscal year end or the completion of the project.

CERTIFICATIONS

Applicant agrees to comply with all State and City purchasing policies and procedures (available from the City Purchasing Office).

Applicant certifies that the project will comply with all nondiscrimination statutes and will be fully handicapped accessible.

Name of Organization: Area Agency on Aging of Northwest Arkansas

Name of Applicant: Brad Bailey

Title of Applicant: Executive Director

Signature of Applicant:

Date: 7/23/2025

Please note: Applications require a handwritten signature. You may submit the application electronically, by mail or hand delivery. To submit electronically, email packet to Budget_Research@fayetteville-ar.gov. To submit via mail, send to:

City of Fayetteville
ATTN: Budget & Information Management
113 West Mountain Street
Fayetteville, AR 72701

Report: **City of Fayetteville, July 15, 2025**

Quarter: April 2015 – June 2025
The Fayetteville Senior Activity & Wellness Center (FSAWC) continues to strive to meet the needs of the senior community in Fayetteville and the surrounding areas. New programs are consistently introduced to better serve the needs of our constituents, and also to help increase our presence in the community.

New News
-In April the Senior Center hosted the Spring Craft Market on April 3. There were 11 senior vendors with a variety of homemade products whose booths were visited by over 100 Seniors. On April 17, the Center hosted the annual Spring Health Fair. The event featured two guest speakers and 13 vendor booths providing seniors with information on all things senior-related in NWA.
-In May, the Seniors took trips to The Philbrook Museum in Tulsa, shopping in Branson, and to Downstream Casino in Quapaw
-On June 6 we hosted our first ever Luau dinner and dance. The event was a huge success with over 100 people in attendance, which is our largest evening dance crowd in the last decade. The DJ played Hawaiian themed music and the food for the evening was Hawaiian themed as well. Prizes were given for best-dressed.

The Fayetteville Senior Activity & Wellness Center provides Social, Recreational, Educational, and Exercise programs for senior adults 60 years and over. The FSAWC is typically open five days a week, Monday through Friday 8:00 a.m.– 4:30 p.m. and some Saturdays and evenings for special events. The Fayetteville Senior Activity and Wellness Center also provides lunch and taxi services for Hillcrest Towers. The FSAWC typically provides multiple recreational and social opportunities every day, including:

On-site Congregate Meals, Socialization, Pool Tournaments, Water Color Classes, Instructor-led Line Dancing, Open Canasta, Bean Bag Baseball, Wii Bowling, Dominos, Bingo, Gardening, Fun Fridays (movies, live music), Cardio Equipment, and Table Tennis.

The Center hosts guest speakers on topics such as Medicare and Medicaid, Local Emergency Services, Senior Fraud and Scams, Nutrition Information, Health & Wellness, Remaining Independent, Alzheimers' patients and their caregivers, Heart Health, Mental Health, Disaster Preparedness, and Volunteer opportunities.

The FSAWC currently provides 22 group exercise classes per week focused on improving the physical, mental, and emotional well being of our seniors. These classes include: Fun To Be Fit, Use It or Lose It, Tap Dance, Stretch & Yoga, Silver Sneakers Classic, Tai Chi, Qigong, and Pilates.

In April the FSAWC offered 130 classes that had 1,096 attendees, in May 1014 seniors participated in 124 classes, and in June 1066 attendees participated in 121 classes. 2025 is shaping up to be a record-breaking year for the Center in terms of wellness class participants as we continue to increase on the

participants from 2024. The center had 2982 class attendees from January to March, and 3176 participants from April to June.

Meals on Wheels served 4201 meals to Homebound seniors in April, 4318 in May, and 4249 in June. This includes weekday and weekend meals, as well as over 60 AR Choices clients.

In April 2025, senior adults enjoyed 433 units of transportation, 1517 on-site congregate meals, and 1842 units of socialization.

In May 2025, senior adults enjoyed 377 units of transportation, 1496 on-site congregate meals, and 1819 units of socialization.

In June 2025, senior adults enjoyed 400 units of transportation, 1361 on-site congregate meals, and 1699 units of socialization.

This represents 23,712 units of service in the second quarter, which is a 14% increase from the 20,745 units of service in the first quarter of 2025.

The Area Agency on Aging of Northwest Arkansas provides written information educating seniors and their families on the resources available to help seniors and their caregivers. The FSAWC also provides educational materials to the community.

The Fayetteville Senior Center Newsletter reaches out to the senior community and also extends to caseworkers and professionals in the healthcare industry and business community. The Fayetteville Senior Activity & Wellness Center submits grants for additional funds to help support the Fayetteville Meals on Wheels program and various senior activities for the center. Current supporters of the FSAWC include The City of Fayetteville, Wal Mart Foundation, JB Hunt, Tyson, Arkansas Hunger Relief Alliance, Bank of Fayetteville, Walker Foundation, the Attic, Adventure Subaru, Baptist Ford Church, and Meals on Wheels America.

The FSAWC is committed to implementing excellent client services and working to ensure seniors are a vital part of our Northwest Arkansas community. The FSAWC strives to ensure seniors' needs are being met on a community level by also assisting the families and caregivers of seniors to provide access to information and the best of care. Community involvement is an essential part of the FSAWC, and we are extremely grateful for the support of the City of Fayetteville and the Fayetteville City Council.

Chase Gipson
FSWAC Director
945 S. College Ave
479-571-2920, cgipson@aaanwar.org

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2478

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

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

FROM: Lee Farmer, Recreation Superintendent

SUBJECT: **A resolution to approve a budget adjustment recognizing donation revenue from residents and local businesses**

RECOMMENDATION:
A resolution to approve a budget adjustment in the amount of $70,011 recognizing donation revenue from residents and local businesses.

BACKGROUND:
Residents, organizations, and businesses make donations to assist with various parks and recreation programs throughout the year. A total of $70,011 was donated to Parks, Natural Resources and Cultural Affairs in 2025 for bench donations, the Yvonne Richardson Community Center, Gulley Park Concerts, Race Series events, and Park Operations

DISCUSSION:
This resolution will recognize these donated funds to be allocated in the appropriate expense accounts to fulfill the intended use as designated by the donating party. Parks, Natural Resources and Cultural Affairs is very appreciative of each of these donations and attached is a list of the donations received.

BUDGET/STAFF IMPACT:
The budget will be increased in the amount of $70,011 within the appropriate accounts as shown on the Budget Adjustment.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Unrecognized Donations - Supporting Detail 11-10-2025

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

File #: 2025-2478

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $70,011.00 REPRESENTING DONATION REVENUE TO PARKS, NATURAL RESOURCES AND CULTURAL AFFAIRS FROM RESIDENTS AND LOCAL BUSINESSES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of $70,011.00 representing donation revenue to Parks, Natural Resources and Cultural Affairs from residents and local businesses January 1, 2025 through November 12, 2025.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

2025-2478

Item ID

12/16/2025

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

Lee Farmer	11/24/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve a budget adjustment in the amount of $70,011, recognizing donation revenue from residents and local businesses.

Budget Impact:

Multiple	Multiple
Account Number	Fund
Multiple	Multiple
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	$	70,011.00
		Remaining Budget	$	70,011.00

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	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget adjustments to recognize and allocate donations received from citizens and business as follows: Anonymous donations for Parks Operations donations - $369 for Lights of the Ozarks & $660 for general purpose maintenance ($1,029 total), Gulley Concerts donations $17,571, YRCC donations $5,737, Bench donations $43,150, Special Events donations $390 and Razorback Greenway trail donations $2,134.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2478**

Holly Black
11/24/2025 2:37 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

TOTAL	70,011	70,011				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.521.5260-5400.00	1,029	-	33051	1	EX	Building & Grounds - Maintenance
1010.520.5220-4815.00	-	1,029	33051	1	RE	Donations Park - Miscellaneous
1010.520.5220-5342.00	17,571	-	33051	6	EX	Promotionals - Activities
1010.520.5220-4815.00	-	17,571	33051	6	RE	Donations Park - Miscellaneous
1010.520.5280-5342.00	5,737	-	33051	1001	EX	Promotionals - Activities
1010.520.5280-4809.00	-	5,737	33051	1001	RE	Donations
1010.521.5260-5210.00	43,150	-	33051	4	EX	Minor Equipment
1010.521.5260-4815.01	-	43,150	33051	4	RE	Donations Park - Park Bench Memorial
2250.520.9250-5200.05	390	-	33051	8	EX	Supplies - Tournament/Awards
2250.520.9255-4809.00	-	390	33051	8	RE	Donations
4470.800.8830-5420.00	2,134	-	02016	1301	EX	Trail Maintenance
4470.800.8830-4900.00	-	2,134	02016	1301	RE	Miscellaneous Revenue - base
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

(Through 11/12/2025)

Parks & Recreation - Summary of Year-To-Date Donations Received - 2025

	Date	Revenue G/L Account that donation was deposited in	Amount	Donation Received From	Donation Purpose	Donation Group	Receipt #	Previous Budget Adjustment to recognize donation?		G/L Expense Account Funds are to be spent from
(1)	3/20/2025	1010.520.5220-4815.00.33051.1	$369.00	Multiple small donations - for LOTO	Lights of the Ozarks	Parks	2025-00100414	No	BH	1010.521.5260-5400.00.33051.1
	1/2/2025 - 10/22/2025	1010.520.5220-4815.00.33051.1	$660.00	Multiple small donations - for Parks Operations	Parks Operations - general purpose	Parks	Multiple	No	BH	1010.521.5260-5400.00.33051.1
(5)	1/27/2025 - 10/13/2025	2250.520.9255-4809.00.33051.8	$390.00	Multiple donations	Fay Race Series (Special Events)	Parks	Multiple	No	LF	2250.520.9250-5200.05.33051.8
(2)	1/6/2025	1010.520.5220-4815.00.33051.6	$3,000.00	Daniel Dolson	Gulley Concerts $	Parks	81205014	No	LF	1010.520.5220-5342.00.33051.6
	3/17/2025	1010.520.5220-4815.00.33051.6	$1,500.00	Angela Broomfield	Gulley Concerts $	Parks	83960406	No	LF	1010.520.5220-5342.00.33051.6
	4/1/2025	1010.520.5220-4815.00.33051.6	$600.00	Mike Thompson	Gulley Concerts $	Parks	84661639	No	LF	1010.520.5220-5342.00.33051.6
	4/1/2025	1010.520.5220-4815.00.33051.6	$500.00	Alexandria Freeze	Gulley Concerts $	Parks	84661763	No	LF	1010.520.5220-5342.00.33051.6
	4/14/2025	1010.520.5220-4815.00.33051.6	$5,000.00	Joe Donaldson	Gulley Concerts $	Parks	85177209	No	LF	1010.520.5220-5342.00.33051.6
	4/18/2025	1010.520.5220-4815.00.33051.6	$600.00	Juan Garcia	Gulley Concerts $	Parks	85455515	No	LF	1010.520.5220-5342.00.33051.6
	4/24/2025	1010.520.5220-4815.00.33051.6	$600.00	Steve Fruliger	Gulley Concerts $	Parks	85655645	No	LF	1010.520.5220-5342.00.33051.6
	5/20/2025	1010.520.5220-4815.00.33051.6	$2,500.00	Darby Dealon (Raising Cane)	Gulley Concerts $	Parks	86861630	No	LF	1010.520.5220-5342.00.33051.6
	4/1/2025 - 6/27/2025	1010.520.5220-4815.00.33051.6	$3,271.00	Multiple small donations	Gulley Concerts $	Parks	Multiple	No	LF	1010.520.5220-5342.00.33051.6
(6)	6/18/2025	4470.800.8830-4900.00.02016.1301	$2,134.50	City of Bentonville - spring Square 2 Square	Razorback Greenway trail maintenance	Parks	N/A	No	LF	4470.800.8830-5420.00.02016.1301
(4)	10/16/2025	1010.521.5260-4815.01.33051.4	$4,700.00	Jane Wakefield	Bench donation	Parks	96685679	No	BH	1010.521.5260-5210.00.33051.4
	10/16/2025	1010.521.5260-4815.01.33051.4	$2,000.00	Melissa Rogers	Bench donation	Parks	96668327	No	BH	1010.521.5260-5210.00.33051.4
	10/22/2025	1010.521.5260-4815.01.33051.4	$1,100.00	Stephen Johnson	Bench donation	Parks	96882851	No	BH	1010.521.5260-5210.00.33051.4
	10/22/2025	1010.521.5260-4815.01.33051.4	$2,000.00	Jeff Stripling	Bench donation	Parks	96887965	No	BH	1010.521.5260-5210.00.33051.4
	10/22/2025	1010.521.5260-4815.01.33051.4	$900.00	Fernando Guevara	Bench donation	Parks	96897794	No	BH	1010.521.5260-5210.00.33051.4
	10/23/2025	1010.521.5260-4815.01.33051.4	$3,350.00	Katie & Lane Ricardo	Bench donation	Parks	96917978	No	BH	1010.521.5260-5210.00.33051.4
	10/23/2025	1010.521.5260-4815.01.33051.4	$3,350.00	Gene Tweraser	Bench donation	Parks	96918065	No	BH	1010.521.5260-5210.00.33051.4
	10/23/2025	1010.521.5260-4815.01.33051.4	$1,000.00	Nicholas Evans	Bench donation	Parks	96929566	No	BH	1010.521.5260-5210.00.33051.4
	10/24/2025	1010.521.5260-4815.01.33051.4	$1,000.00	Melissa Evans	Bench donation	Parks	96964976	No	BH	1010.521.5260-5210.00.33051.4
	10/24/2025	1010.521.5260-4815.01.33051.4	$3,350.00	Amy Gephart	Bench donation	Parks	96970318 & 96967175	No	BH	1010.521.5260-5210.00.33051.4
	10/24/2025	1010.521.5260-4815.01.33051.4	$2,000.00	Michael Bailey & Keathley Patterson	Bench donation	Parks	96955983	No	BH	1010.521.5260-5210.00.33051.4
	10/27/2025	1010.521.5260-4815.01.33051.4	$3,350.00	Pope / Hinterthuer	Bench donation	Parks	96989435	No	BH	1010.521.5260-5210.00.33051.4
	10/29/2025	1010.521.5260-4815.01.33051.4	$3,350.00	Sara McBee	Bench donation	Parks	97132164	No	BH	1010.521.5260-5210.00.33051.4
	10/29/2025	1010.521.5260-4815.01.33051.4	$3,350.00	Hemanta Raj Timsina	Bench donation	Parks	97132254	No	BH	1010.521.5260-5210.00.33051.4
	11/3/2025	1010.521.5260-4815.01.33051.4	$6,200.00	Jim Garlock	Bench donation	Parks	97228224	No	BH	1010.521.5260-5210.00.33051.4
	11/5/2025	1010.521.5260-4815.01.33051.4	$2,150.00	Mark Becker	Bench donation	Parks	97377251	No	BH	1010.521.5260-5210.00.33051.4
		Parks Subtotal	**$64,274.50**							
(3)	1/22/2025 - 10/6/2025	1010.520.5280-4809.00.33051.1001	$737.00	Multiple donations -various individuals	YRCC - Promotional Activities	YRCC	Multiple	No	LF	1010.520.5280-5342.00.33051.1001
	10/1/2025	1010.520.5280-4809.00.33051.1001	$5,000.00	University of Arkansas	YRCC - Promotional Activities	YRCC	2025-00357176	No	LF	1010.520.5280-5342.00.33051.1001
	2/23/2025	1010.520.5280-4809.00.33051.1001	$33,160.00	Friends of YRCC - YRCC program operations	YRCC - Promotional Activities	YRCC	50027969	Yes - Council Agenda Item	LF	1010.520.5280-5342.00.33051.1001
		YRCC Subtotal	**$38,897.00**							
Total Parks & Recr. YTD Donations			$103,171.50							
		Prepared by - A. Bearden	11/18/25 12:00 PM							

Unrecognized donations recap:

(1) Parks Operations - $1,029.00
(2) Gulley concerts - $17,571.00
(3) YRCC donations - $ 5,737.00
(4) Bench donations - $43,150.00
(5) Special Events - $ 390.00
(6) Razorback Greenway - $2,134.00

Total - $70,011.00

Project Accounting Summary: (11/12/2025 10:01 AM)

33051 - Parks & Recreation Donations

Fiscal Year:2025

ACCOUNT TYPE		Edit	Amended Budget	Actual	Encumbs	Obligated	Remaining	
33051 - Parks & Recreation Donations			33,160	103,172.08	-	103,172.08	(70,012.08)	Ovr
PROJECT REVENUES:								
A - NON-BOND FUNDS								
1010 - GENERAL FUND								
1010.520.5220 - General .Parks & Recreation.Parks Admin/Rec Programs			-	18,600.58	-	18,600.58	(18,600.58)	Ovr
33051.1 - Parks & Recreation Donations, Parks & Recreation Donations			-	1,029.58	-	1,029.58	(1,029.58)	Ovr
1010.520.5220-4815.00	Donations Park Miscellaneous		-	1,029.58	-	1,029.58	(1,029.58)	Ovr
33051.6 - Parks & Recreation Donations, Concert Donations			-	17,571.00	-	17,571.00	(17,571.00)	Ovr
1010.520.5220-4815.00	Donations Park Miscellaneous		-	17,571.00	-	17,571.00	(17,571.00)	Ovr
1010.520.5280 - General .Parks & Recreation.Yvonne Richardson Community Ctr			33,160	38,897.00	-	38,897.00	(5,737.00)	Ovr
33051.1001 - Parks & Recreation Donations, YRCC Donations			33,160	38,897.00	-	38,897.00	(5,737.00)	Ovr
1010.520.5280-4809.00	Donations Donations		33,160	38,897.00	-	38,897.00	(5,737.00)	Ovr
1010.521.5260 - General.Parks Operations.Parks Maintenance			-	43,150.00	-	43,150.00	(43,150.00)	Ovr
33051.4 - Parks & Recreation Donations, Park Bench Donations			-	43,150.00	-	43,150.00	(43,150.00)	Ovr
1010.521.5260-4815.01	Donations Park Park Bench Memorial		-	43,150.00	-	43,150.00	(43,150.00)	Ovr
2250 - PARKS DEVELOPMENT FUND								
2250.520.9255 - Parks Development.Parks & Recreation.Parks Development Capital			-	2,524.50	-	2,524.50	(2,524.50)	Ovr
33051.8 - Parks & Recreation Donations, Special Events Donations			-	2,524.50	-	2,524.50	(2,524.50)	Ovr
2250.520.9255-4809.00	Donations Donations		-	2,524.50	-	2,524.50	(2,524.50)	Ovr
	TOTAL REVENUES:		33,160	103,172.08	-	103,172.08	(70,012.08)	

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2476

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Justine Lentz, Animal Services Superintendent

SUBJECT: **Approval of a resolution to approve a budget adjustment for Animal Services**

RECOMMENDATION:
Staff recommends approval of a budget adjustment to recognize and allocate the Animal Services donation revenue from January 1 through November 17, 2025, in the amount of $486,948.00.

BACKGROUND:
Animal Services would like to recognize donation from revenue from citizens and businesses made from January 1 through November 17, 2025. These funds are donated by our generous community members to benefit the animal cared for by Animal Services. We greatly appreciate their support.

In addition, this year, Fayetteville Animal Services received four generous bequests from community members who chose to leave a legacy of compassion for animals. We are deeply grateful for this support. These gifts will allow us to further enrich the lives of the pets in our care and expand the services we provide to the community. They include:

Mr. Frank S. Price $12,000
Mr. Price was a retired teacher with a lifelong passion for teaching, learning and creating. During his free time working on cars was his favorite pastime. Upon retiring, he moved to Butterfield Trail Village where he enjoyed creating interesting mobile items from scrap, hiking and gardening, and creating items with stained glass.

Ms. Betty Miller $175,000
Betty's career began at Herman's Rib House, where she met her husband, Allan L. Miller. She later dedicated many years to Campbell Soup, adapting through various company transitions. Betty was known for her kind, caring, and honest demeanor, coupled with her sense of humor and a strong work ethic. Betty cherished walking her dog, Grace, tending to her flowers in her garden, and feeding the birds.

Ms. Susan J. Shelton $250,000
She was a Fayetteville High School graduate and worked for the Springdale School District floating between TG Smith and Parson Hills as an elementary music teacher until her retirement in 2014. Ms. Shelton was an animal lover throughout her entire life.

Ms. Barbara Starr Roberts $10,000
Barbara graduated from Fayetteville High School in 1956. She pursued her passion for social work, earning her bachelor's degree from the University of Arkansas. She dedicated many years to serving the community through her work with Fayetteville Public Schools. Barbara would come every winter to the Fayetteville Animal

Shelter to donate warm blankets for the shelter pets.

DISCUSSION:
n/a

BUDGET/STAFF IMPACT:
Recognize and allocate animal services donations in the amount of $486.948.00.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment

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

File #: 2025-2476

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $486,948.00 REPRESENTING DONATION REVENUE TO THE ANIMAL SERVICES DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of $486,948.00 representing donation revenue to the Animal Services Division from January 1, 2025 through November 17, 2025.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

25-2476

Item ID

12/16/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Justine Lentz	11/18/2025	ANIMAL SERVICES (671)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a budget adjustment in the amount of $486,948.00 representing donation revenue to Animal Services received from January 1 to November 17, 2025.

Budget Impact:

see attached detail	general fund
Account Number	Fund
33048-1	Animal Services Donations
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	116,447.00
		Expenses (Actual+Encum)	$	38,458.00
		Available Budget	$	77,989.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	486,948.00
		Remaining Budget	$	564,937.00

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	ANIMAL SERVICES (671)	
	Requestor: Justine Lentz	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognizing and allocating donation revenue from citizens and businesses to Fayetteville Animal Services from January 1 to November 17, 2025 in the amount of $486,948.00

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2476**

Holly Black
11/18/2025 1:29 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

TOTAL	486,948	486,948				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.671.2740-4809.00	-	68,000			RE	Donations
1010.671.2740-5200.03	40,000	-	33048	1	EX	Supplies - Veterinary
1010.671.2740-5205.00	10,000	-	33048	1	EX	Dog Food And Supplies
1010.671.2740-5203.00	3,000	-	33048	1	EX	Cleaning Supplies
1010.671.2740-5210.00	5,000	-	33048	1	EX	Minor Equipment
1010.671.2740-5315.00	5,000	-	33048	1	EX	Contract Services
1010.671.2740-5342.01	5,000	-	33048	1	EX	Promotionals - Special projects
4470.671.8900-4809.00	-	418,948	14002	2501	RE	Donations
4470.671.8900-5804.00	418,948	-	14002	2501	EX	Building Costs
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1846

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops
Chris Brown, Public Works Director
Keith Macedo, Chief of Staff

FROM: Jared Rabren, Airport Director

SUBJECT: **Arkansas Air & Military Museum Lease**

RECOMMENDATION:
Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and the Arkansas Air and Military Museum for the facilities they currently occupy.

BACKGROUND:
The Arkansas Air and Military Museum has held a lease with the City of Fayetteville since 1987 for use of several buildings on Drake Field, including the former terminal building and the original white hangar.

DISCUSSION:
The Arkansas Air and Military Museum has numerous displays of memorabilia from the Military, including aircraft, vehicles, and clothing on display for the public. The museum is a staple for the community and an important part of the Airport's public outreach. This lease agreement remains largely unchanged from previous version, except the term has been updated from 3 years to 1 year with automatic renewals to reduce the administrative burden on Museum staff.

BUDGET/STAFF IMPACT:
The museum agrees, in lieu of rent payments as compensation to the citizens of Fayetteville for the use of public property on the airport, to allow citizens of Fayetteville free admission to the Museum on Veterans Day and Memorial Day. The Museum further agrees to work with the Fayetteville Public Schools to provide to all fourth-grade classes free tours and presentations on the history and principles of flight, annually. The Museum will also vigorously pursue advertising and promotions on behalf of the citizens to attract tourists to the community. They will maintain the building and the new facility, and the grounds leased from the Airport.

ATTACHMENTS: 3. Staff Review Form, 4. AAMM Lease Signed

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

File #: 2025-1846

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE ARKANSAS AIR AND MILITARY MUSEUM, INC. FOR PROPERTY LOCATED AT DRAKE FIELD, TO AUTOMATICALLY RENEW FOR ADDITIONAL ONE-YEAR TERMS

WHEREAS, the Arkansas Air and Military Museum has leased several buildings on Drake Field including the former terminal building and the original white hanger since 1987; and

WHEREAS, the Arkansas Air and Military Museum have several displays of memorabilia from the Military, including aircraft, vehicles, and clothing on display for the public; and

WHEREAS, in lieu of rent payments the Museum agrees to allow citizens of Fayetteville free admission to the Museum on Veteran's Day and Memorial Day and will work with the Fayetteville Public Schools to provide to age-appropriate classes free tours and presentations on the history and principles of flight, annually; and

WHEREAS, the Museum will also vigorously pursue advertising and promotions on behalf of Fayetteville to attract tourists to our city.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Lease Agreement and authorizes Mayor Rawn to sign this Lease Agreement with the Arkansas Air and Military Museum, Inc. for the Air Museum Complex at Drake Field so it can continue its successful operation of the Arkansas Air and Military Museum.

City of Fayetteville Staff Review Form

2025-1846

Legistar File ID

10/7/2025

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

Jared Rabren	9/16/2025	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and the Arkansas Air and Military Museum for the facilities they currently occupy.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Current Budget	
		Funds Obligated	$ -
		Current Balance	$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	$ -

V20210527

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

LEASE AGREEMENT

This Lease Agreement is made this 2nd day of December, 2025, by and between the City of Fayetteville, Arkansas (the "City") and the Arkansas Air and Military Museum, Inc., of 4290 S. School Avenue, Fayetteville, Arkansas 72701 (the "Museum").

RECITALS

WHEREAS, the City is the owner of an airport known as the Fayetteville Executive Airport – Drake Field (the "Airport"); and

WHEREAS, the Museum is currently leasing City-owned real property located at 4290 S. School Avenue, 4330 S. School Avenue, and 4360 S. School Avenue for museum operations; and

WHEREAS, the prior lease agreement expired on July 19, 2025, and the parties wish to extend the lease;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Premises.** The City leases to the Museum, and the Museum leases from the City, approximately 3.6 acres of land and buildings in the Museum complex, including three City-owned buildings at 4290 S. School Avenue, 4330 S. School Avenue, and 4360 S. School Avenue (collectively, the "Premises").

2. **Common Airport Use.** The Museum is granted the non-exclusive right, without charge, to use the Airport, together with all facilities, equipment, improvements, and services provided from time to time, including landing areas, runways, taxiways, ramps, aprons, roadways, lighting, control tower, signals, radio aids, and other conveniences for aircraft operations.

3. **Ingress and Egress.** The Museum shall have at all times the full and free right of ingress to and egress from the Premises and related facilities for the Museum, its employees, customers, passengers, guests, invitees, and persons or organizations supplying materials or services to the Museum.

4. **Term; Renewal.** Subject to earlier termination as provided herein, this Agreement shall automatically renew for successive one-year terms unless either party gives written notice of non-renewal at least one hundred twenty (120) days before the end of the then-current term. If further extensions are not granted, all improvements affixed to City-owned real property shall remain the property of the City.

5. **Consideration in Lieu of Rent.** In lieu of monetary rent, and as consideration to the citizens of Fayetteville for the use of public property, the Museum shall:
    a. Provide free admission to Fayetteville residents for four (4) hours on one (1)) Saturday morning each month;
    b. Work with public schools to provide free, age-appropriate annual tours and presentations on the history and principles of flight; and
    c. Actively pursue advertising and promotions to attract tourism to the community.
    d. Report annually on attendance and other metrics to the airport board and to the Parks, Natural Resources, and Cultural Affairs board.

6. **City vs. Museum Maintenance – General.** The City shall maintain and keep in good repair those Airport areas not under the Museum's exclusive control. Upon termination, surrender, or forfeiture, the Museum shall return the Premises in the same or better condition as at the start of the Lease, reasonable wear and tear excepted.

7. **Museum Services and Utilities.** The Museum shall, at its expense, provide janitorial services for the Premises and pay all utilities, including gas, electricity, water, sewer, and trash/recycling.

8. **Improvements and Signage.** The Museum shall bear the cost of all improvements or additions to the City-owned buildings on the Premises. No improvements, additions, signs, or antennas shall be made or installed without prior written approval of the Airport Director, which approval shall not be unreasonably withheld. All such work shall comply with applicable City ordinances.

9. **Maintenance of the Premises.** The City is responsible for major maintenance of existing equipment and building systems, including roof, hangar door motors, exterior walls, exterior plumbing, paved ramp, and paved parking lot. If the roof, exterior walls, or exterior plumbing become defective or damaged during the term due to ordinary wear and tear (and not due to negligence of the Museum, its agents, or invitees), the City shall, upon notice, diligently repair and restore the defective portions to good condition. If damage renders a building untenantable, the consideration under Section 5 shall be equitably adjusted or suspended until restoration. If the Premises are completely destroyed, the City may reconstruct at its cost with consideration adjusted as set forth above, or cancel this Agreement effective as of the date of destruction, with consideration adjusted accordingly. The Museum shall promptly notify the City of damage requiring City repair, including, without limitation, leaks (plumbing, roofing, HVAC), storm damage, system outages, fire, electrical, or mechanical failures.

10. **Compliance with Laws; Airport Standards.** The Museum shall observe and comply with applicable City ordinances and regulations regarding the Premises and the Airport, provided they are consistent with safety, applicable city, county, and state rules and regulations, current fire codes, and Federal Aviation Administration (FAA) rules, orders, and approved procedures. "The Minimum Standards for Fayetteville Executive Airport – Drake Field" (the "Airport Minimum Standards") are incorporated herein by reference as if set out word for word. By signing below, the Museum acknowledges it has received a copy of the Airport Minimum Standards.

11. **Flammable Materials.** The Museum shall not store flammable materials except for a limited supply of oils and agents necessary for current aircraft operations. The Museum shall not take any action that endangers the Premises or violates the City's property insurance requirements. Any such violation constitutes a material breach.

12. **Casualty –** If the City-owned Premises are partially damaged by fire or other casualty not due to the Museum's negligence or fault, the City shall diligently repair at its expense. If damage renders a building untenantable, the consideration under Section 5 shall be equitably adjusted or suspended until restoration. If the Premises are completely destroyed, the City may reconstruct at its cost with consideration adjusted as set forth above, or cancel this Agreement effective as of the date of destruction, with consideration adjusted accordingly.
13. **Property Insurance.** The Museum shall maintain, during the term and any extensions, fire and extended coverage insurance on the Museum's displays, aircraft, vehicles, and other contents in an amount equivalent to replacement cost. The Museum shall also maintain insurance required by the Airport Minimum Standards for its business operations on the Airport. The City shall be named as an additional insured where applicable, and evidence of coverage shall be on file with the Airport Administration Office. The City shall maintain fire and extended coverage on the facilities at 4290 S. School Avenue, 4330 S. School Avenue, and 4360 S. School Avenue in an amount equivalent to replacement cost.
14. **Liability Insurance; Events.** The Museum shall maintain commercial general liability insurance of at least $1,000,000 per occurrence for bodily injury and property damage (including personal injury) and a $2,000,000 general aggregate. Coverage shall include special events held by the Museum that involve third parties. Events where alcoholic beverages are served are permitted only with liquor liability insurance procured by the Museum or the applicable third party.

15. **Indemnification.** The Museum shall indemnify the City against liability for injuries to persons or damage to property caused by the Museum's use or occupancy of the Premises, except for injury, damage, or loss caused by the negligence of the City or its agents or employees. The City shall provide prompt notice of any claim or suit

affecting the Museum, and the Museum may defend and compromise such matters to the extent of its interest. Nothing herein waives the City's tort immunity under Arkansas law.

16. **Assignment, Subletting, and Encumbering.** The Museum shall not assign this Agreement, sublease all or any part of the Premises, permit occupancy by others, or grant any license or concession without the City's prior written consent, which shall not be unreasonably withheld. Consent to one assignment or sublease does not waive the requirement for consent to future assignments or subleases. Any assignment for the benefit of creditors or by operation of law is ineffective without the City's prior written consent. If transfers of stock, membership, or partnership interests result in a change of control, assets, value, ownership, or structure of the Museum, such change shall be deemed an assignment requiring the City's prior written consent. The Museum shall notify the City of any such change or proposed change.

17. **Surrender**. Upon expiration or earlier termination, the Museum's right to use the Premises shall cease, and the Museum shall vacate without unreasonable delay. All property installed or placed by the Museum in or on the Premises shall be deemed personally and remain the Museum's property. The Museum may remove such property during the term and for fourteen (14) days after expiration or termination, repairing any damage caused by removal. Property not removed within such fourteen-day period shall be deemed part of the land on which it is located, and title shall vest in the City.

18. **City Entry.** The City may enter the Premises at reasonable times for purposes necessary or incidental to the performance of its or the Museum's obligations hereunder.

19. **Housekeeping and Grounds.** The Museum shall maintain the Premises in a clean and orderly condition at all times and shall be responsible for upkeep and mowing of the leased property.

20. **Aircraft Engine Operations.** The Museum shall not start or operate aircraft engines within any aircraft hangar, nor permit others to do so.

21. **Notices.** Any notice required or permitted under this Agreement shall be deemed sufficient if sent by certified mail, return receipt requested, postage prepaid, to:

City of Fayetteville, Arkansas
Parks, Natural Resources & Cultural Affairs
100 West Rock Street, Suite 250
Fayetteville, Arkansas 72701

Phone: 479-718-7605

Fayetteville Executive Airport 4500 S. School Avenue, Suite F

Fayetteville, Arkansas 72701
Phone: 479-718-7642

Fayetteville, Arkansas 72701
Phone: 479-521-4947

Arkansas Air and Military Museum, Inc.
4290 S. School Avenue

23. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Arkansas.

24. **Successors and Assigns.** All covenants and provisions of this Agreement shall bind and benefit the parties and their respective legal representatives, successors, and permitted assigns.

Date: 2 DEC 25

ARKANSAS AIR AND MILITARY MUSEUM, INC.

By: August Kuklinski

Name: AUGUST KUKLINSKI

Title: President, Board of Directors

WITNESS:

By: Hallie Cartwright

Name: Hallie Cartwright

Title: Executive Director

Date: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Molly Rawn, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk-Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2494

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Cues, Inc. — GraniteNet Asset Inspection & Decision Support Software**

RECOMMENDATION:
Staff recommends a resolution to waive competitive bidding and authorize the purchase of GraniteNet Asset Inspection & Decision Support Software from Cues, Inc. in an amount not to exceed $50,000.00 per year for all City departments on an as-needed basis through December 31, 2030.

BACKGROUND:
Cues, Inc. is an industry leader in pipeline inspection technology, and has provided pipeline inspection vehicles for the City's sewer department for several years. They recently sold the City a pipeline inspection van for the Sewer Department and the Stormwater Department. The GraniteNet software platform has been used for several years by the Sewer Department, but adding additional pipeline inspection assets will now put the annual spend over the $40,000 City Council approval threshold.

DISCUSSION:
The GraniteNet Asset Inspection and Decision Support software platform offers unmatched flexibility to create many different types of inspections, in addition to CCTV assessments such as sanitary sewer pipelines and stormwater pipelines, cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, etc. Additionally, this software platform offers a very simple User Interface to allow people to quickly become proficient users. The City's employees are trained in the use of GraniteNet software since it is already in use in the current pipeline inspection vehicles.

Staff recommends a resolution to waive competitive bidding and authorize GraniteNet software purchases for all City departments on an as-needed basis through December 31, 2030. Upon City Council approval, the Water & Sewer Department expense for 2025 will be $20,264.00 plus any applicable taxes.

BUDGET/STAFF IMPACT:
Funds are available in the Sanitary Sewer Rehabilitation account within the Water & Sewer fund. The Stormwater Department will issue their own purchase order each year, with both Water & Sewer and Stormwater department expenses not to exceed $50,000.00 per year.

ATTACHMENTS: 3. Staff Review Form, 4. Quote from Cues, Inc.

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

File #: 2025-2494

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF GRANITENET ASSET INSPECTION AND DECISION SUPPORT SOFTWARE FROM CUES, INC. IN AN AMOUNT NOT TO EXCEED $50,000.00 PER YEAR ON AN AS-NEEDED BASIS THROUGH DECEMBER 31, 2030

WHEREAS, Cues, Inc. is an industry leader in pipeline inspection technology and has provided pipeline inspection vehicles for the City's sewer department for several years; and

WHEREAS, the GraniteNet Asset Inspection and Decision Support is a Cues, Inc. proprietary software platform that offers unmatched flexibility to create many different types of inspections, in addition to CCTV assessments such as sanitary sewer pipelines and stormwater pipelines, cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, and hydrant inspections; and

WHEREAS, City employees are trained in the use of GraniteNet software, as it is already in use in the current pipeline inspection vehicles.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of GraniteNet Asset Inspection and Decision Support Software from Cues, Inc. in an amount not to exceed $50,000.00 per year on an as-needed basis through December 31, 2030.

City of Fayetteville Staff Review Form

2025-2494

Item ID

12/16/2025

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

Tim Nyander	11/20/2025	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a resolution to waive competitive bidding and authorize the purchase of GraniteNet Asset Inspection & Decision Support Software from Cues, Inc. in an amount not to exceed $50,000.00 per year for all City departments on an as-needed basis through December 31, 2030.

Budget Impact:

5400.720.5700-5309.02 5400.720.5700-5801.00	Water & Sewer
Account Number	Fund
02017.1	Sanitary Sewer Rehabilitation
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,510,114.00
		Expenses (Actual+Encum)	$	314,830.43
		Available Budget	$	**1,195,283.57**
Does item have a direct cost?	Yes	Item Cost	$	20,264.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**1,175,019.57**

V20221130

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

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

Original Contract Number: _____

Comments: The Water & Sewer Department's Cues, Inc. expense for 2025 will be $20,264.00 plus any applicable taxes.

10/29/2025
Quote#Q-06050

Aaron Watkins
FAYETTEVILLE, CITY OF (MAIN)
Fayetteville AR
Office:

Aaron Watkins:

Thank you for the opportunity to quote the GraniteNet Asset Inspection and Decision Support software platform from CUES, the most trusted brand in North America for pipeline inspection technology.

For more than two decades, CUES has supplied the industry with the most innovative and extensible software platform available to help utilities and contractors alike achieve their regulatory and productivity goals. Our clients demand software that is able to be customized to meet their needs while supporting the process flows unique to their organization. GraniteNet offers unmatched flexibility to create many different types of inspections in addition to CCTV assessments such as cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, light pole inspections etc. Additionally, this new software platform offers a very simple User Interface to allow people to quickly become proficient users, often in a matter of minutes.

For those organizations that desire more advanced capabilities such as GIS map (ESRI/Cartegraph) integration, CMMS integration (Cityworks, Maximo, Infor Hansen), User Management controls, enterprise database support (Oracle & SQL), a Web-based Portal, custom Scoring formulas, etc., the CUES GraniteNet software platform can meet the needs of the FAYETTEVILLE, CITY OF (MAIN) now or in the future as the requirements evolve.

The following is a short description of each GraniteNet software package and the suggested optional modules to be included in the software package for the FAYETTEVILLE, CITY OF (MAIN).

Please feel free to contact me with any questions, comments or concerns.

Sincerely,
Gary Alvarez
galvarez@cuesinc.com
Office:(207) 285-5245
Mobile:(207) 285-5245

GraniteNet WebOffice Server Kit

The GraniteNet WebOffice (Viewer) solution is a browser-based, read only Web Application built for assessing infrastructure, videos and statuses about assets from virtually any portable device (iPad, Android, Chrome Book, Surface Pro, smart phone, etc.) with an internet connection. It streamlines operations by enabling real time, map-driven views into the condition of utility infrastructure as well as the status of tasks assigned to crews for greater efficiency and productivity. No software needs to be installed by end users. Simply log in and view productivity dashboards, review inspections, run filtered reports, and generate PDF's to share to others from virtually any internet-connected device.

WebOffice Edit User Activation

For activation of user for use on GraniteNet WebOffice.

GraniteNet WebOffice Server Annual Support Plan

The GraniteNet WebOffice Server Support Plan includes access to the following services:

- Free ongoing software maintenance and enhancement Release Updates (available online for download including the latest technical documentation and the most current version of the WebOffice Server)
- Telephone support Monday through Friday, 8:00 AM to 5:00 PM ET
- Email support via GraniteSupport@cuesinc.com
- Remote Online Technical Support, Analysis, and Best-Practice Recommendations via scheduled / unscheduled web sessions
- Access to online support materials / services

GraniteNet WebOffice Edit User Annual Subscription

GraniteNet WebOffice Edit User is an annual subscription which enables a user to connect from any computer to securely log in to the GraniteNet Web environment with the ability to perform the following tasks:

- Create, edit and delete objects
- Edit media of objects (take snapshot, link observations)
- Calculate scores
- Accept/reject tasks

GraniteNet Web Server Implementation

The GraniteNet Web Server Implementation Includes the following provided by a CUES Web Software Implementation Specialist:

- Dedicated project management for installation and configuration of Web Server
- Remote web sessions to plan, execute, and test implementation of Web Server into GraniteNet Office Environment and GIS maps (if available)

- Office training and access to follow-up sessions as needed

Before a CUES technical resource is assigned to the implementation project, a Pre-Implementation Checklist must be completed by the client and submitted to CUES. Once it is received by CUES and verified that all prerequisites are met to begin the work, the client's Implementation Service request will be placed into a queue where CUES will assign the appropriate implementation specialist Project Manager based on the order in which the Checklist was received. Due to the fluctuating availability of resources needed by both parties to complete the implementation, the actual start date for the project may vary.

The Checklist requests that a "Readiness Date" be provided which means the date the customer will be ready to start the implementation work with CUES. CUES will plan its resource availability around this important date so that it can establish the date for the completion of the work which shall be within forty five (45) business days from the Organization's readiness date. For each business day the implementation extends beyond the Readiness Date due to the Organization's failure to complete its key tasks or other Organization delays impacting the implementation, a "Time Extension Fee" will be applied on the 46th business day following the Organization's readiness date in the amount of fifty dollars ($50) per business day, invoiced monthly, until the implementation is completed.

GraniteNet CUES Scoring Module

The CUES Pipe Score for CUES codes module rates any observation and create scores for mainlines and laterals (Total Pipe Score, Maximum/Mean/Sum Score, Sum of the Defects score, etc.). A scoring system incorporated in the software shall assist the user/management personnel in making proper pipe condition assessments. Scoring is to be based upon grades assigned to observation codes and calculated using either standard or customer specific algorithms. Grades can be programmed to be dependent to secondary properties like pipe size, type, weather, etc. Only Administrators shall be allowed/able to make changes to grade and scoring algorithm values.

GraniteNet WebSync Module

The GraniteNet WebSync Module allows users to transfer encrypted inspection data, asset information, and media, via the internet, back and forth between a GraniteNet license in the field and the office.

Software

PART #	GraniteNet Software & Services	Asset Id	PRICE	QTY	Subtotal	Actual
GN613	GraniteNet WebOffice Server Kit		$9,350.00	1	$8,415.00	$8,415.00
GN615	WebOffice Edit User Activation		$1,040.00	2	$936.00	$1,872.00
GN567	GraniteNet WebOffice Server Annual Support Plan		$2,730.00	1	$2,730.00	$2,730.00
GY107	GraniteNet WebOffice Edit User Annual Subscription		$500.00	2	$500.00	$1,000.00
GN579	GraniteNet Web Server Implementation		$2,080.00	1	$2,080.00	$2,080.00
GN525	GraniteNet CUES Scoring Module	506036	$3,070.00	1	$2,763.00	$2,763.00
GN600	GraniteNet WebSync Module	506036	$1,560.00	1	$1,404.00	$1,404.00
					Software TOTAL:	$20,264.00

TOTAL: $20,264.00

Estimated yearly recurring: $3,730 includes

GN567 WebOffice Server Support $2,730
GY107 WebOffice Edit Per User Subscription $ (2x $500)

This Quotation is valid for 90 days for the itemized products and services listed herein and is subject to the following Terms and Conditions. Delivery of a purchase order by Buyer pursuant to this quotation shall be deemed to be an acceptance by Buyer of these Terms and Conditions. Pro-rata payments shall become due upon the shipment of goods and/or delivery of services. Seller shall not be liable or penalized for any delays beyond its reasonable control, including but not limited to acts of God, acts of Buyer, carrier delays, accidents, etc. In the event of any such delay, delivery or performance shall be extended accordingly and shall not relieve Buyer of its obligation to accept and make payment net 30 days from the date deliverables are provided. Past due invoices are subject to 1.5% per month (18% APR) charge or as permitted by applicable law. Payments made by credit card may be subject to an additional 3% finance fee at the time of processing. No merchandise will be acceptable for return without a Material Return Authorization Number written on the outside of the package. No returns will be accepted on used electrical parts. This quote is provided in US dollars and does not include tax.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2431

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Inframark, LLC - Amendment No. 1 to the Agreement for Operations, Maintenance and Management Services**

RECOMMENDATION:
Staff recommends the approval of Amendment No. 1 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas and Inframark, LLC in the amount of $8,450,000.00 for services in 2026.

BACKGROUND:
In 2025, the City contracted with Inframark, LLC for wastewater treatment services. On November 7, 2024, the Fayetteville City Council passed Resolution No. 276-24 which approved a proposed five-year contract subject to and contingent upon yearly budget approval by the City of Fayetteville, with two successive five-year options to renew. Amendment No. 1 represents the second year of the first five-year contract.

DISCUSSION:
In the year 2026, the scope of services provided by INFRAMARK, LLC will include: (1) operate and maintain the Noland and West Side wastewater treatment facilities; (2) operate and maintain all wastewater lift stations; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitor water and wastewater facilities; and (7) pursue operation economies, efficiencies, and permit compliance.

Approval of this Amendment is contingent on the City Council's approval of the 2026 City Budget.

BUDGET/STAFF IMPACT:
Funds are available in the overall Utilities budget.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment No. 1

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

File #: 2025-2431

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH INFRAMARK, LLC FOR WASTEWATER TREATMENT OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES IN THE AMOUNT OF $8,450,000.00 FOR SERVICES PROVIDED IN 2026

WHEREAS, on November 7, 2024, City Council passed Resolution 276-24 that approved a proposed five-year contract subject to and contingent upon yearly budget approval by the City, with two successive five-year options to renew; and

WHEREAS, Amendment No. 1 represents services to be provided during the second year of the first five-year contract; and

WHEREAS, the scope of services provided for Inframark to: (1) operate and maintain the Noland and West Side wastewater treatment facilities; (2) operate and maintain approximately 38 wastewater lift stations; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitor water and wastewater facilities; and (7) pursue operation economies, efficiencies, and permit compliance; and

WHEREAS, approval of this Amendment is contingent on the City Council's approval of the 2026 City Budget.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the contract with Inframark, LLC for Wastewater Treatment Operations, Maintenance, and Management Services in the amount of $8,450,000.00 for services provided in 2026, contingent on approval of the 2026 City Budget.

City of Fayetteville Staff Review Form

2025-2431

Item ID

12/16/2025

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

Tim Nyander	11/14/2025	WASTEWATER TREATMENT (730)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends the approval of Amendment No. 1 to the Operations, Maintenance, and Management Services Agreement between the City of Fayetteville, Arkansas and Inframark, LLC in the amount of $8,450,000.00 for services in 2026.

Budget Impact:

5400.730.XXXX-5328.00	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	8,895,560.00
		Expenses (Actual+Encum)	$	445,560.00
		Available Budget	$	**8,450,000.00**
Does item have a direct cost?	Yes	Item Cost	$	8,450,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # Res. 276-24

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: RFQ 24-05

AMENDMENT NO. 1 TO AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
INFRAMARK, LLC

THIS AMENDMENT NO. 1 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, Water Resource Recovery Facilities and its pertinent systems dated November 17, 2024 (the "Agreement"), is made effective on the 1st day of January 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter "City of Fayetteville") and Inframark, LLC.

NOW THEREFORE, the City and Inframark hereby amend the Agreement as follows:

1. Appendix A is hereby deleted in its entirety and replaced with the attached Appendix A.
2. Appendix B is hereby deleted in its entirety and replaced with the attached Appendix B.
3. Appendix C is hereby deleted in its entirety and replaced with the attached Appendix C
4. Appendix D is hereby deleted in its entirety and replaced with the attached Appendix D.
5. Appendix E is hereby deleted in its entirety and replaced with the attached Appendix E.
6. Appendix F is hereby deleted in its entirety and replaced with the attached Appendix F.
7. Appendix G is hereby deleted in its entirety and replaced with the attached Appendix G.
8. Appendix H is hereby deleted in its entirety and replaced with the attached Appendix H.
9. Appendix I is hereby deleted in its entirety and replaced with the attached Appendix I.

This Amendment No. 1, together with prior Amendments and the Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Officer have made and executed this Agreement as of the day and year first above written.

INFRAMARK, LLC

By: _____
Name: John Stallard
Title: Senior Vice President of Operations

Date: 11/14/25

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Name: Molly Rawn
Title: Mayor

Date: _____

ATTEST:

By: _____
Name: Kara Paxton
Title: City Clerk

Date: _____

Appendices to Operations, Maintenance, and Management Services Agreement Between City of Fayetteville, AR and Inframark, LLC

Appendix A

LIST OF APPENDICES

Appendix A – List of Appendices

Appendix B – Definitions

Appendix C – Scope of Services

Appendix D – Compensation for Services

Appendix E – Location of Project

Appendix F – Environmental Permits and Project Characteristics

Appendix G – Industrial Waste Discharges and Monitoring

Appendix H – Vehicle and Mobile Equipment Description (Rolling Stock)

Appendix I – Base Fee Adjustment

Appendix B

DEFINITIONS

B.1 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BODs.

B.2 "Base Fee" means all costs within the scope of the contract, on an annual basis, including direct costs, labor, utilities (other than electricity and natural gas), and other allocated costs.

B.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City of Fayetteville's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.

B.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Ten Thousand Dollars ($10,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Ten Thousand Dollars ($10,000).

.

B.5 “Change in Law” means the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Inframark to operate the Facilities in accordance with this Agreement and applicable law; or (b) an increase to the cost of managing, operating, or maintaining the Facilities in accordance with this Agreement and applicable law; or (c) a material and adverse effect on the scope of Inframark’s liabilities or obligations under this Agreement: 1) There is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed by Inframark; or 2)There is passed or promulgated any amendment to, or change in any federal, state, or other local law, statute, ordinance, rule, or regulation (including any applicable sales tax regulation) following the date of this Agreement; or 3) Following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any applicable law relating to the operation or maintenance of the Facilities or the health and safety of Inframark’s employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or 4) After the execution of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial, or failure of renewal of any official permit, license or necessary approval by the USEPA, the Occupational Safety and Health Administration, or any similar state agency.

B.6 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, insurance, labor overhead, chemicals, materials, supplies, utilities (if applicable, other than electricity and natural gas), equipment, maintenance, repair, and outside services

B.7 "Cost Center" is defined as each columned category of the cost detail, presented in Appendix D, which describes the separate functions and locations to which costs may be charged for accounting, reporting or billing purposes.

B.8 "Electrical Evaluation" will be limited to amperage draws, winding resistance measurements,

thermographic evaluations, and current and voltage imbalance

B.9 "Emergency Situation" is hereby defined as an emergency affecting the safety of persons or property, or regulatory compliance where Inframark shall act to prevent threatened damage, injury or loss.

B.10 “Firm Fixed Price” refers to the annual operations and maintenance fee, not including the Rebateable items designated in Appendix D.

B.11 "Fixed Asset" means any tangible property that has a value of Five Thousand Dollars ($5,000) or more and is depreciable. This excludes the repair/replacement parts that are components of a greater fixed asset.

B.12 "Integrated Vegetation Management (IVM)" means employing environmentally-sound, cost-effective control methods within grounds, permitted spaces, and related rights-of-way within or immediately adjacent to WRRF's that support environmental stewardship through healthy ecosystems by providing measurable results - such as greater natural species densities or diversity. Adverse environmental and cultural impacts are achieved primarily through control of invasive species while also enhancing such ecosystem services that build climate resiliency and enhance community health. IVM strategies strive to manage vegetation and the environment by balancing the benefits of: cost, control, environmental quality, public health, and regulatory compliance.

B.13 "Load Shedding" is defined as the deliberate shutdown of electric power being provided by the grid and generating on-site power for the treatment facilities and Lift Station No. 7, generally to reduce demand strains from the grid on the capacity of the system.

B.14 "Maintenance" means the cost of those routine and/or repetitive activities required by the equipment or facility manufacturer during the warranty period or as recommended by Inframark after the warranty period has expired to maximize the service life of the equipment, vehicles, and facilities as listed in Appendix E.

B.15 "Natural Capital" (or "Blue-green infrastructure") means a set of locally distinct, recognizable natural assets functioning together as living infrastructures to provide ecosystem service outputs including but not limited to habitat, water assimilation, erosion control, carbon dioxide absorption, soil health, streambank stability, visual amenity, biodiversity, recreation, temperature regulation and oxygen. BGI's are planned and strategically managed for a primary function, for example stormwater control, but also support many other environmental, economic and community [or social] benefits.

B.16 "Operational Technology" (OT) encompasses information technology (IT) support, components and software in an industrial control system (ICS) environment. OT, as a practice, relates to the access and control of physical assets, which differs from IT because it relates to the access and control of data.

B.17 "Out of Scope" services will include "Capital Expenditures" (definition B.4 of this Appendix), added or modified regulatory requirements (that are not contained in the applicable permits), changes to improve efficiency and/or generate income, or other services not described in the contract or expressly assumed by Inframark hereunder.

B.18 "Project" means all equipment, vehicles, grounds and facilities described in Appendix E.

B.19 “Rebateables” mean costs incurred by Inframark to respond to an Emergency Situation or any cost categories designated in Appendix D that are not included in the Firm Fixed Price and have estimated values included in the monthly invoice and are reconciled on a frequency included in Appendix D, but at a minimum of once per quarter.

B.20 "Repairs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than ten thousand dollars ($10,000); and are not included in definition B.4 of this Appendix.

B.21 "Reliability Centered Maintenance" means a process used to determine what must be done to ensure the physical assets continue to do what its users want in its present operating context.

Appendix C

SCOPE OF SERVICES

C.1 SCOPE OF SERVICES - Inframark

C.1.1 Perform professional services in connection with the Project as hereinafter stated.

C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full-service contract operations and maintenance. Operations may be performed with on-site staff and/or remote monitoring/on-call services for all or portions of this time.

C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements of all applicable City NPDES permits as specified in Appendix F. Maintain compliance with other existing environmental permits as described in Appendix F.

C.1.4 Operate and maintain the present Industrial Pretreatment program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.

C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.

C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.

C.1.7 Staff the Project with at least the minimum number of licensed operators as required by the Arkansas Department of Environmental Quality (ADEQ).

C.1.8 Prepare all NPDES permits and other pertinent regulatory reports, letters, or other correspondence, and submit these to of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by City or Inframark following City authorization of each report, letter, and/or correspondence. The electronic reporting via NetDMR shall be performed by Inframark and then reviewed and submitted by the City. Any fines levied because of late reports as a result of Inframark failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by Inframark. Submittal to the City of Fayetteville no later than 5 business days prior to the reporting period due date shall be considered timely.

C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.

C.1.10 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements or permits.

C.1.11 Maintain an inventory of vehicles and equipment (rolling stock), to be identified and referenced as Appendix H, being used for the Project and provide to the City upon request.

C.1.12 Provide twenty-four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of Fayetteville's representative. Keys, key fobs, or other access equipment for Project shall be provided to City of Fayetteville by Inframark. All visitors to the Project, including City of Fayetteville employees, shall comply with Inframark's operating and safety procedures. If Inframark makes any upgrades or changes to such access equipment, Inframark shall be responsible for the cost thereof.

C.1.13 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.

C.1.14 Provide training for Inframark personnel in areas of regulatory requirements, operation, maintenance, safety, supervisory skills, laboratory, cybersecurity and sustainable practices. Continue the current project safety program with updates as necessary. Cybersecurity training for all Inframark personnel shall occur at least quarterly.

C.1.15 Provide and coordinate shared use of computerized maintenance, process control, and laboratory management systems to maintain documentation, accountability and transparency to allow City of Fayetteville to see if the equipment is being maintained appropriately.

C.1.16 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.

C.1.17 Assist City of Fayetteville in preparation of annual operating budgets, by providing a full accounting of Rebateable items and any other pass-through costs and actual and estimated Base Fee amounts. City of Fayetteville shall be allowed to conduct or have conducted audits of all available accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.

C.1.18 Manage and comply with all manufacturers' warranties on equipment purchased for the project and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees. After the expiration of the warranty, Inframark shall perform maintenance at a level adequate for the efficient, long-term reliability of the equipment and facilities. Inframark will provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with Inframark's best practices and standards. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory to be consistent with the "Reliability Centered Maintenance" model.

C.1.19 Provide for Repairs as described in Appendix B.16. Inframark shall notify the City of Fayetteville of all Repairs between $2,500.00 and $4,999.00 before incurring such costs and performing such Repair when reasonably possible. Any individual Repair expenditure with a cost in excess of $5,000.00 shall be subject to the City of Fayetteville's prior approval; if the City of Fayetteville does not approve such a Repair, Inframark will not be liable for any loss, damage or liability arising from or related to the City of Fayetteville’s failure to approve such Repair, including any loss, damage, or liability for (a) failure of the Project, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

C.1.20 Maintain the SCADA system located at the addresses listed in Appendix E. Upgrades, modifications, and/or additions to the SCADA system shall adhere to industry standards and best practices such as: NIST, NEC, ISA, IEC, IEEE.

C.1.21 Inframark shall provide the following as related to the SCADA system:

C.1.21.1 Ongoing updates and upgrades of the software and hardware to ensure operational continuity in accordance with the definitions of maintenance and Capital Expenditures as agreed upon by the City of Fayetteville and Inframark.

C.1.21.2 Inframark shall be responsible for evaluating and applying hardware firmware and software security patches released from vendor within the next maintenance window in accordance with industry standard practices. Evaluation shall include, but not be limited to reviewing vendor release notes, installing and testing upgrades on lab equipment or a limited subset of active equipment. Hardware firmware and software patches, which do not adversely affect plant control, shall be applied at the next maintenance window. Hardware firmware and software security patches, which adversely affect plant control, shall be applied in Inframark's sole discretion; however, Inframark shall provide the City of Fayetteville prior notice of such patches when reasonably possible. Critical security patches for firewalls and edge devices shall be applied within thirty days of release from vendor.

C.1.21.3 Inframark is responsible for maintaining the SCADA environments including but not limited to: (1) SCADA Wireless and Telemetry equipment, (2) Programmable Logical Controllers and Remote Terminal Units (PLCs/RTUs) and (3) all communications media between sites and ISP connectivity, (4) SCADA software, (5) SCADA servers, and (6) SCADA network equipment. Inframark shall be responsible for ensuring the SCADA wireless equipment does not conflict with or interfere with other wireless networks.

C.1.21.4 SCADA components shall be protected by UPS uninterrupted power supply to prevent loss of connectivity during brief power loss.

C.1.21.5 SCADA diagrams shall be kept current and any as-built drawings shall be incorporated into a change management document and network diagram. Updates regarding SCADA diagrams shall be provided to the City of Fayetteville as requested. SCADA updates shall include but not be limited to: issues, equipment replacements, improvements, etc.

C.1.21.6 SCADA equipment shall be installed in environmentally appropriate cabinets and properly secured.

C.1.21.7 SCADA modifications shall follow the SCADA network design plan as approved and modified by Inframark and the City of Fayetteville.

C.1.22 Inframark shall operate and maintain the operational technology (OT) components of the industrial control system (ICS) in its current state.

C.1.22.1 OT encompasses the following components of the ICS:

C.1.22.1.1 Networks switches, routers, firewalls, media converters, communications equipment

C.1.22.1.2 Computers - Physical servers, virtual servers, windows server operating systems, workstations, and thin clients

C.1.22.1.3 Backups, antivirus, network time servers, disaster recovery, network monitoring, remote access, and cybersecurity.

C.1.22.2 Inframark shall operate and maintain the OT environment based on accepted industry standards, guidelines, and best practices. Age of the ICS and component limitations may inhibit Inframark's ability to apply all guidelines and best practices to the system. Inframark shall put forth best effort to adhere to guidelines given the limitations of the existing system.

C.1.22.3 The following ICS networking standards, guidelines and industry best practices shall be used as a basis for operation and maintenance of the OT environment: NIST Framework for Improving Critical Infrastructure Cybersecurity and NIST SP-800-83 "Guide to Industrial Control Systems Security", at a minimum, Revision 2.

C.1.22.4 There shall be a clear delineation (physically and logically) between the ICS and all other networks. Inframark shall be responsible for the operation and maintenance of the OT components that exist within the ICS and in the de- militarized zone between the ICS and other networks. Inframark operations and maintenance of the OT environment shall be limited to:

C.1.22.4.1 ICS/OT Networks - Physical components and logical configurations

C.1.22.4.2 ICS/OT Server Infrastructure - Physical servers and virtual servers

C.1.22.4.3 ICS/OT Software - Active Directory, anti-virus, backups, remote access solutions, management solutions, HMI, PLC programming software, configuration management and domain registrations.

C.1.22.5 Any expansion of operational technology (OT) components of the industrial control system (ICS) system performed by Inframark shall be compensated with a formal contract amendment agreed to by both parties in advance of such expansion

C.1.22.6 Inframark shall develop a change management program to help control the lifecycle of strategic, tactical, and operations changes to the OT environment. The goal of change management is to control risk and minimize disruption to associated OT services. The plan will manage baseline hardware, software, and firmware, and any changes to the ICS system. The plan shall include the City of Fayetteville's IT personnel in the change control process for informational purposes.

C.1.23 Inframark and the City of Fayetteville shall partner to ensure ICS/OT cybersecurity is maintained for their respectively owned infrastructure.

C.1.24 Annual review between Inframark and City of Fayetteville shall be conducted to review past 12-18 months of progress, issues, replaced equipment, and projected improvements expected over the next calendar year and to be included in the annual budget. Project listing should contain location, description of CIP item, progress and estimated costs. Listing provided shall be established and presented by priority and should include sourcing method determined after City discussion (City bid, cooperative purchase, etc.).

C.1.25 Verify the capacity and efficiency of each sewer lift station once per calendar year and provide results to the City within thirty (30) calendar days of verification.

C.1.26 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. On an annual basis, a five (5) year schedule will be presented for all capital improvements and ten (10)

year projections will be made for major improvements. These recommendations will be based on asset/process criticality, the model of risk = likelihood x consequence of failure and requirements determined from facility operations. and review of the City of Fayetteville's Wastewater Facility Plan. However, these recommendations do not include detailed engineering studies. In addition, Inframark will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:

- Improvement needed
- Justification of improvements
- Estimated cost of improvements
- Any projected increase or decrease in O&M costs created by the CIP, if applicable
- Proposed expenditure schedule
- Proposed capital recovery schedule, if applicable
- Sustainable upgrades to equipment should be disclosed upon providing recommendations for replacement along with the expected cost for upgrading to a more sustainable piece of equipment.

C.1.27 Any services requested by the City of Fayetteville which are not part of the Scope of Services shall be executed by formal written agreement with fees and cost subject to negotiation.

C.1.28 At the direction of the City of Fayetteville, Inframark is authorized to act in emergency situations outside this Scope of Services, at Inframark's discretion. Outside services, services by Inframark personnel not assigned to this project, or excessive overtime hours incurred by assigned personnel which exceed the regulatory labor laws related to emergency services are not included in the compensation set forth in this Agreement. Inframark will notify City of Fayetteville as soon as reasonably possible and any Inframark's costs for the emergency work shall be considered Rebateable items.

C.1.29 Provide City of Fayetteville with oral and written reports as requested.

C.1.30 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipe works shall terminate at the wall of lift station.

C.1.31 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.

C.1.32 Inframark will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. Inframark and City of Fayetteville will work cooperatively regarding the application and impact of Changes in Law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable. The parties acknowledge that a Change in Law may affect compliance with Inframark’s obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs, Inframark shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind unless

specifically agreed to in writing.

C.1.33 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.

C.1.34 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.

C.1.35 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.

C.1.36 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's Biosolids Management Site, including managing, harvesting, and marketing the hay produced on the site. Biosolids Management Site maintenance shall also include compliance with the current "no discharge" permit. Operate and maintain the biosolids drying operation. Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as directed by the City of Fayetteville

C.1.37 Perform weekly, monthly, and semi-annual inspections for the City of Fayetteville's generators within the Project; Inframark shall perform any Repairs for such generators unless such Repairs required specialized skills or equipment or specialized licensing or certification; if such a Repair requires specialized skills or equipment or specialized licensing or certification, Inframark shall notify the City of Fayetteville as soon as reasonably possible and the City of Fayetteville shall be responsible for performing such Repairs. Inframark shall also perform recommended servicing for the City of Fayetteville's generators within the Project, whether it is calendar based or run time based, which includes but not limited to, changing of oil, oil filters, air filters, fuel filters, spark plugs, belts, hoses and batteries. Inframark shall also perform weekly, monthly, and semi-annual specialty inspections for the City of Fayetteville's five (5) generators located at LS 44, LS 07, LS 12, Noland and West Side plants; Inframark shall notify the City of Fayetteville as soon as reasonably possible of any repairs or other services necessary for such generators and the City of Fayetteville shall be responsible for performing such repairs and services.

C.1.38 Coordinate with Power Secure to maximize load shedding opportunities to reduce electrical costs for the City.

C.1.39 Coordinate the application of alum sludge from Beaver Water District.

C.1.40 Check the condition of and replace the odor canisters (as listed in Appendix E) that are part of the air release valves in the collection system, as needed. The mechanical condition of these valves will be maintained by the Fayetteville Water and Sewer Operations Division.

C.1.41 Provide IVM services for the City's blue-green infrastructures and related natural asset spaces as approved and directed by the City to ensure the site continues to meet ecological performance standards. These services include execution of seasonal, site-specific strategies that include recommended herbicide applications, site maintenance & monitoring, monthly reporting, prescribed bum site preparations, land management best management practices (BMP) to adjacent City's blue-green infrastructures and related natural asset spaces associated with the WRRF' s. Certain excluded services related to the Woolsey Wet Prairie include permit compliance over-sight, permit reporting and prescribed burn scheduling and execution.

C.1.42 Provide additional IVM, site monitoring and property maintenance activities as approved and directed by the City for environmentally sensitive sites associated with the WRRFs and the White River streambank restoration sites.

C.1.43 Provide incidental small-scale support as approved and directed by the City of Fayetteville to various not-for-profit groups on issues important to the City of Fayetteville.

C.1.44 Explore, innovate, and develop solutions to support sustainability by reviewing the impact of climate changes, resource re-use and recycling, water resource management; energy source management and environmental protection and enhancement aligned with City of Fayetteville and Inframark corporate sustainability goals.

C.1.45 All applicable taxes for property and equipment owned by Inframark shall be borne by Inframark.

C.1.46 Provide all licenses for vehicles owned by Inframark and used in connection with the Project.

C.1.47 Inframark shall facilitate an annual contract fee discussion with the City of Fayetteville to collaborate changes in costs for the next contract renewal.

C.1.48 Inframark shall provide a monthly listing of all items or equipment purchased to enable the City of Fayetteville to evaluate its applicability as a fixed asset to be recorded on the City's books.

C.1.49 Inframark shall provide annual sample collection, analytical services, and sampling result reporting for the City's NPDES General Industrial Stormwater Permit No. ARR000210.

C.2 SCOPE OF SERVICES-CITY OF FAYETTEVILLE

C.2.1 Provide for all approved Capital Expenditures, as defined in Appendix B; if the City of Fayetteville does not approve and make a Capital Expenditures recommended by Inframark, Inframark will not be liable for any loss, damage or liability arising from or related to such rejection of or refusal to implement the recommended Capital Expenditure, including any loss, damage, or liability for (a) failure of the Project, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification hereunder.

C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville.

C.2.3 Pay all applicable taxes or franchise fees associated with the Project.

C.2.4 May provide Inframark, within a reasonable time after request, any piece of City of Fayetteville's heavy equipment, subject to availability and department director approval, so that Inframark may fulfill its obligations under this Agreement in the most cost-effective manner.

C.2.5 Provide all licenses for vehicles owned by the City of Fayetteville and used in connection with the Project.

C.2.6 Provide for Inframark's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.

C.2.7 Pay for all Project related utilities and electricity, natural gas, and water for all facilities.

C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville.

C.2.9 Pay for all regulatory fees.

C.2.10 Responsible for all billing and collection activities related to the industrial pretreatment program **(IPP)** charges, septic hauler fee, hay sales, water treatment residual fees, and fertilizer sales.

C.2.11 Be responsible for all duties and discharge all responsibilities and obligations not expressly assumed by Inframark.

Appendix D

COMPENSATION FOR SERVICES

D.1 Inframark estimates the Base Fee for services, on an annual basis, under this Agreement for 2026 shall be **$8,450,000.00 (Eight million four hundred and fifty thousand dollars).** Details of the Base Fee are listed in D.3. Thereafter, the Base Fee shall be negotiated each year. Should City of Fayetteville and Inframark fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, Inframark shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is established. Upon written notice, agreement between the parties as to the new contract year Base Fee, Inframark shall issue an invoice retroactively adjusting the previous Base Fee amount. Inframark will communicate to the City of Fayetteville of any funding issues by documentation in monthly reports. Inframark will provide prompt notice to the City of Fayetteville of any potential budget impact. Inframark shall provide any proposed amendments by September 15 of each year.

D.2 Inframark will invoice and reconcile budgets in accordance with the following schedules:

D.2.1 Inframark will invoice a month in advance for the Base Fee in 12 monthly equal installments payable at the start of the month in which services are rendered.

D.2.2 Rebateable costs will be reconciled quarterly and the City of Fayetteville will either be invoiced when the annual Rebateable limit is reached or refunded the difference at the end of each calendar year.

D.2.3 Inframark will invoice all Out of Scope items in accordance with the approved schedule, scope and budget agreed upon by Inframark and City of Fayetteville. Out of Scope services shall be approved separately by the parties in a separate agreement.

D.3 The Base Fee will consist of a Firm Fixed Price of $6,450,000.00 plus Rebateable costs agreed upon by Inframark and City of Fayetteville.

D.3.1 The annual Rebateable limit for Chemicals is set at $450,000.00.

D.3.2 The annual Rebateable limit for Repairs and Maintenance is set at $1,550,000.00.

Appendix E

LOCATION OF PROJECT

E. 1 Inframark agrees to provide the services necessary for the management, operation and maintenance of the following:

E.1.1 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Noland Water Resource Recovery Facility located at:

1400 North Fox Hunter
Road Fayetteville,
Arkansas 72701

E.1.2 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's West Side Water Resource Recovery Facility located at:

15 South Broyles
Avenue Fayetteville,
Arkansas 72704

E.1.3 All equipment, grounds, and facilities now existing within the present fenced boundaries of wastewater lift stations described as follows:

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WWl	978 E Zion Rd (Lowe's - Zion PS)	YES	
WW2	3500 E Mission Blvd (Timbercrest PS)	YES	
WW4	691 W Poplar St (Poplar PS - ABANDONED)		YES
WW5	3896 N Gregg Ave *(Gregg* Ave PS)	YES	
WW6	3021 N Old Wire Rd (Old Wire PS)	NO	
WW7	2065 N Sunshine Rd (Hamestring PS)	YES	
WW8	729 W North Street (North Street PS -ABANDONED)		YES
WW9	1236 N Porter Rd (Porter Rd PS-ABANDONED)		YES
WW12	571 N Double Springs Road (Farmington West PS)	YES	
WW13	878 S Dead Horse Mountain Rd (Stonebridge PS)	YES	
WW14	1820 S Armstrong Ave (Industrial Park PS)	YES	
WW16	518 W Ernest Lancaster Dr (Airport North PS)	YES	
WW18	210 N Sandy (Greenland PS)	YES	
WW19	5716 E Norman Murphy Rd (Mally Wagnon PS)	YES	
WW22	630 N Double Springs Rd (Owl Creek PS)	YES	
WW24	265 W Ernest Lancaster Dr (Airport East PS)	YES	
WW25	551 W Aster Ave (Willow West PS - Farmington)	YES	
WW27	1031 River Meadows Dr (Stonebridge Meadow Phase I PS)	YES	

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW28	1603 Plantation Ave (Heritage Village PS)	YES	
WW29	390 N Cato Springs Rd (Bohannan PS - Greenland)	YES	
WW32	478 N Durango Place (Silverthorne PS)	YES	
WW33	4644 N Crossover Rd (Stonewood PS - Copper Creek)	YES	
WW34	4572 S School Ave (Airport South PS)	YES	
WW35	3083 W MLK Blvd (Lowe's - 6th St PS)	YES	
WW36	1642 N Willowbrook Dr (Skvler Place PS)	YES	
WW37	3848 W Edgewater Dr (Clabber Creek PS - ABANDONED)		YES
WW38	3710 E Zion Rd (Copper Creek Phase II PS)	YES	
WW39	2392 N Kenswick Ave (Crofton Manner PS)	YES	
WW40	1811 S Cherry Hills Dr (Stone Bridge Meadow Phase II PS)	YES	
WW41	1608 S Springlake Dr (Crescent Lake PS)	YES	
WW44	6061 Dot Tipton Rd (Legacy Pointe Phase 4 PS)	YES	
WW45	4451 N Waterside Ct (Timberlake Office Park PS)	YES	
WW46	3788 E Spyglass Hill Dr (Stonebridge Meadows Phase V PS)	YES	
WW47	3601 E Albright Rd (Embry Acres PS)	YES	
WW48	2435 S Dead Horse Mountain Rd (McDonald PS)	YES	
WW49	3393 E Goff Farm Rd (Meadows PS)	YES	
WW52	485 N Broyles Ave (Broyles Ave PS)	YES	
WW53	1396 Zion Rd (Office Park PS)	YES	
WW55	461 N. Tacoma St. (Farmington Heights)	YES	
WW56	6111 South Hwy 71 (West Fork PS)	YES	
WW57	270 S Broyles Ave (Broyles South PS)	YES	
WW58	1618 N Dawes St (Woodridge PS)	YES	
WW59	279 Idaho Ave. (Wagon Wheel PS)	YES	
WW60	4980 N. Stonewood Ct. (Cadence Ridge PS)	YES	

E.1.4 All equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Biosolids Management Site located east of the Noland Water Resource Recovery Facility across the White River.

E.1.5 All equipment, grounds, and facilities associated with or being used to complete routine operation and maintenance activities for the City of Fayetteville's Mitigated Wetlands Site now existing within the present property boundaries located north of the West Side Water Resource Recovery Facility and other mitigation / environmentally protected areas as mutually agreed to by both parties.

E.1.6 The potable water SCADA system, including cellular, fiber communications, and other services related to the operation of the system, at the following locations:

SCADA NODE	LOCATION	DESCRIPTION
Wl	215 W 24th St (South Mountain)	Pump Station
W2	844 N Crossover Rd (Hyland Park)	Pump Station
W4	1016 E Ash St	Pump Station
W5	707 E Rogers Dr	Pump Station and 2 Ground Storage Tanks
W6	456 E Baxter Ln	Ground Storage Tank *(2* each)
W8	133 N Sang Ave	Pump Station and Elevated Storage Tank
W9	1170 E South Skyline Dr	Elevated Storage Tank *(Mt.* Sequoyah)
Wl0	1044 E Township Rd	Elevated Storage Tank
Wll	3280 W Judge Cummins Rd	Ground Storage Tank *(2* ea) (Kessler Mountain)
Wl2	7001 E Mission (Highway 45 Valve	Pressure-Reducing Valve Station)
W13	1589 Fire Tower Road (Goshen)	Pump Station and Ground Storage Tank
Wl4	17301 Lake Sequoyah Rd (Round Mtn)	Pump Station
W15	14360 Round Mt Comm Church Rd	Stand Pipe County Rd #55 (Round Mountain)
Wl6	22032 Fire Tower Rd County Rd 4343	Stand Pipe (Benson Mountain)
W17	3265 N Gulley Rd	Elevated Storage Tank *(2* each)
W18	3788 N Gulley Rd	Pump Station
Wl9	3370 S Coach Rd	Pump Station
W20	2098 Woodcliff Rd (Springdale)	Surge Tank
W21	2210 N Old Wire Rd	Valve
W22	2800 N Old Missouri Rd	Flow Meter
W23	3385 N Par Ct	Valve
W24	3023 E Joyce Blvd	Valve
W25	2567 E Robinson (Springdale)	Pressure Sustaining Valves
W27	17385 Blue Springs Rd (Goshen)	Pump Station
W28	17970 Lake Sequoyah Rd	Pump Station
W29	Beaver Water District	SCADA Interface
W30	1195 N. Canterbury Rd (Canterbury Tank)	Elevated Storage Tank
W31	2903 E. Flagstone Cir (Stone Mountain)	Pump Station
W32	Blue Springs Road	Valve & Flowmeter
W33	Casey Lane	Pump Station
W34	2223 S. Mally Wagnon Rd. (South Mally Wagnon PS)	Valve & Flowmeter
	3302 W Dinsmore Trail	Millsap Tower
MTROB	12141 Ed Edwards Rd	Mt. Robinson Tower Site

E.1.7 Provision and maintenance of Remote Terminal Units (RTU) at the following sites located in the City of Elkins, Arkansas:

SCADA NODE	LOCATION	DESCRIPTION
EWW1	7500 E. Huntsville Road	Wastewater Lift Station
EW1	1800 S. Van Hoose Drive	Ground Storage Potable Water Tank

E.1.8 Maintenance of the odor control system in the collection system associated with the following lift stations:

LOCATION	# OF CANISTERS
LS #6 - 3021 N Old Wire Rd (Old Wire)	5
LS #7 - 2065 N Sunshine Rd (Hamestring)	7
LS #12 - 571 N Double Springs Road (Farmington West)	8
LS #22 - 630 N Double Springs Rd (Owl Creek)	3
LS #52 - 485 N Broyles Ave (Broyles Ave)	2
LS#19 - 5716 E Norman Murphy Rd (Mally Wagnon)	2

Appendix F

ENVIRONMENTAL PERMITS AND PROJECT CHARACTERISTICS

F.1 Inframark will operate Project so that effluent will meet the requirement of NPDES permit No.AR0020010 and AR0050288. Inframark shall be responsible for meeting the effluent quality requirements of City of Fayetteville's NPDES current permits unless one or more of the following occurs:

- The Project influent does not contain Adequate Nutrients to support operation of Project biological processes;
- The Project influent contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; or
- There is an any unforeseen occurrence beyond Inframark's reasonable control that prevents Inframark from meeting said effluent quality requirements.

The influent flow, influent BODs, and/or suspended solids exceeds the Project design parameters which are:

	Noland WRRF		West Side WRRF	
	Annual Average	Maximum Monthly Average	Annual Average	Maximum Monthly Average
Flow (MGD)	12.6	18.8	10.0	17.8
BOD (lbs/d)	29,666	44,264	14,595	18,853
TSS (lbs/d)	23,198	34,613	14,595	18,853

F.2 In the event any one of the Project influent characteristics, suspended solids, BODs, or flow, exceeds the parameters listed above, Inframark shall make every reasonable effort to return to compliance as soon as possible, including the use of available equalization storage to prevent non-compliant discharge. Inframark shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Listed Parameters By	Recovery Period Maximum
10% or Less	5 days
> 10% but< 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, or there is an any unforeseen occurrence beyond Inframark's reasonable control that prevents Inframark from meeting said effluent quality requirements, then Inframark will have a thirty (30) day recovery period after the

influent is free from said substances or contains Adequate Nutrients.

F.3 Inframark shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

F.4 The estimate Costs for services under this Agreement are based upon the following Project influent characteristics:

Annual Average	Noland WRRF	West Side WRRF
Flow (MGD)	5.4	8.8
CBOD (lbs.Id)	13,461	11,194
TSS (lbs.Id)	8,643	13,387

The above influent characteristics are the actual twelve (12) months average June through May prior to the date services are first provided under this Agreement. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month average, may constitute a change in scope.

F.5 The current applicable environmental permits are as follows:

Permit	**AFINNo.**	**Permit No.**	**Expiration Date**
NPDES- Noland (renewal pending-application submitted June 2022)	72-00781	AR0020010	12131/2022
NPDES - West Side (renewal pending - at request of ADEQ the application was resubmitted in August 2022)	72-01033	AR0050288	11/3012010
No Discharge Permit - Biosolids Management Site	72-00829	4748-WR-4	12131/2025
Air - Hamestring	72-01873	2179-A	*NIA*
Air - West Side	72-01033	2178-A	*NIA*
Air Noland	72-00781	2327-A-REG315	Registration Only
Stormwater No Exposure Certification (NEC) - Noland	72-00781	ARR00C377	*613012024*
Stormwater No Exposure Certification (NEC) - West Side	72-01033	ARR000390	*613012024*

Appendix G

INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

G.1 Inframark shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:

G.1.1 Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in G.3. This shall include an annual evaluation of the program and notification to the City of Fayetteville of changes in Federal and State pretreatment standards that may affect the Program.

G.1.2 Conduct a survey of the industrial user base one time every three (3) years to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has inter- jurisdictional agreements for waste treatment. Update, as required the list of current Significant Industrial Users (SIU's) according to the definition of SIU in 40 CFR 403 or the definition in the approved pretreatment program, whichever is more stringent.

G.1.3 Monitor the compliance status of the current Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Each SIU shall be sampled and inspected at the frequency established in 40 CFR 403 or the City of Fayetteville's approved implementation manual, whichever is more stringent. Recommend appropriate enforcement action to City of Fayetteville.

G.1.4 Maintain the laboratory analysis program for each SIU. Results of all industrial sampling and testing shall be reported to the City of Fayetteville as required, in a timely manner

G.1.5 Implement the approved industrial permitting system. Prepare SIU permits for issuance or renewal within 90 days of the expiration date or within 180 days after the industry has been determined to be a SIU.

G.1.6 Receive, review and act upon reports and notification from industrial users.

G.1.7 Notify the City of Fayetteville as soon as is practical but no later than three (3) business days, verbally and followed by written confirmation, whenever an industry is suspected of violating, or has violated the City of Fayetteville's industrial waste and/or sewer ordinances. Prepare notice of violations and other enforcement documentation for City of Fayetteville signature in accordance with the Enforcement Response Plan in the State approved Industrial Pretreatment Program.

G.1.8 Track, determine, and publish industrial users in significant noncompliance.

G.1.9 Draft new, revised, and renewal industrial waste discharge permits for the SIU's for City of Fayetteville signature.

G.1.10 Assist City of Fayetteville with review and revision of the sewer use ordinances, the pretreatment program, and inter-jurisdictional agreements. Local limits evaluation, if requested, may be provided as an out of scope service. The costs of such evaluation will be determined and negotiated at the time of the request. Advise the City of Fayetteville of changes in federal and

State Pretreatment Standards and regulations and how the changes affect the local program. Request approval from the City of Fayetteville and the Approval Authority prior to implementing significant changes to the approved Program in accordance with 40 CFR 401.19 (C).Prepare for the City of Fayetteville's signature the Industrial Pretreatment annual report for submittal.

G.1.11 Maintain all industrial monitoring records for at least five (5) years.

G.1.12 Maintain open communication with the SIU's.

G.2 Significant costs due to new or changed Federal, State or local regulations shall cause a discussion of change in contract scope.

G.3 Industrial Waste Dischargers and Monitoring Program in City of Fayetteville, AR:

Industry	Parameters Analyzed
ConAgra Foods Packaged Foods, LLC (Conagra) 1100 W, 15th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Custom Powder Coating Services, Inc. 1629 W. Farmington St. Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, arsenic, mercury and total toxic organics per 40 CFR433.11 (e).
Elkhart Products Corporation 3265 Highway 71 South Fayetteville, AR 72701	Chromium, copper, lead, nickel, zinc, arsenic, cadmium, cyanide, mercury, silver, oil & grease and total toxic organics per 40 CFR 468.02 (r).
Hiland Dairy Company 301 E. 15th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Marshalltown Company 2200 Industrial Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, arsenic, mercury, cyanide and total toxic organics per 40 CFR433.ll (e).
Tyson Mexican Original, Inc. 2615 S. School Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease, arsenic, cadmium, chromium, copper, cyanide, mercury, lead, nickel, silver and zinc.
Ecotech Consumer Products 1901 East Boric Drive Fayetteville, AR 72701	TSS, arsenic, cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide, mercury.

Appendix H

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)

Unit#	Unit Description	Location	Year
325U2	Ford F350 Super Duty, Reg. Cab	Biosolids Management Site	2000
376	Ford F550 Super Duty/Crane, Crew Cab	Paul R. Noland	2012
382	Ford F550 Super Duty/Crane, Crew Cab	West Side	2015
387	Ford F-350, Flatbed	Paul R Noland	2016
388	Ford F-350, Flatbed	Biosolids Management Site	2016
696	Caterpillar 420E Backhoe	Paul R Noland	2012
751U	Sterling LT9500 Semi Tractor	Biosolids Management Site	2006
766	Kenworth T800 Semi Tractor	Biosolids Management Site	2011
768	Kenworth T470 (Spreader)	Biosolids Management Site	2012
770	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
771	Kenworth T800 Semi Tractor	Biosolids Management Site	2013
786	Kenworth T800 Semi Tractor	Biosolids Management Site	2018
818	Caterpillar P5000LP Forklift	West Side	2008
910	Trailer	Paul R Noland	1987
927	Parker 24' Gooseneck Trailer	Biosolids Management Site	1991
966	P.J. Trailer, 18FT	Biosolids Management Site	1996
969	LO-Boy 25T-36FT Trailer	Biosolids Management Site	1996
1274	Chevrolet Equinox	West Side	2014
2156	Chevy Colorado, 4X4	Paul R Noland	2012
5002	John Deere 6615 4X4 Tractor	Biosolids Management Site	2007
5012	Ford/NH 4X4 T6030 Loader Tractor	Biosolids Management Site	2009
5022	Case Maxxum 125 4X4 Loader Tractor	Biosolids Management Site	2011
5024	R&R 35' Manure/Litter Conveyor	Biosolids Management Site	2011
5025	R&R 35' Manure/Litter Conveyor	Biosolids Management Site	2011
5057	Ford/NH Workmaster 55 4X4 Tractor	Biosolids Management Site	2015
5058	Ford/NH T6.155 4X4 Loader Tractor	Biosolids Management Site	2015
5059	John Deere 615D 4X4 Loader Tractor	Biosolids Management Site	2015
5070	Meyer Spreader	Biosolids Management Site	2016
5086	NH Protedd 3417	Biosolids Management Site	2018
5087	Wylie LCS Trailer Sprayer	Biosolids Management Site	2018
5095	New Holland Speed Rower (swather)	Biosolids Management Site	2019
5096	John Deer 630 MOCO	Biosolids Management Site	2019
5105	Bulk Material Handling 35' litter conveyor	Biosolids Management Site	2020
6037	Bobcat 5770 Skid steer	Biosolids Management Site	2020
91llU	Clement Star-Lite Trailer (Replaced)	Biosolids Management Site	2009
9124	Thompson 6" Diesel Power Pump/Trailer	Paul R Noland	2009
9142	Aulick 42' Belted Trailer	Biosolids Management Site	2011
9165	Clement Star-lite Trailer (Replaced)	Biosolids Management Site	2013

9166	Clement Star-lite Trailer	Biosolids Management Site	2013
9193	Clement Starlite End Dump Trailer	Biosolids Management Site	2015
9223	Godwin 6" Portable Pump	Biosolids Management Site	2016
9227	Clement Starlite End Dump Trailer	Biosolids Management Site	2016
9239	Genie S-45 Man Lift	Biosolids Management Site	2017
9241	Clement Starlite End Dump Trailer	Biosolids Management Site	2017
9250	Unicarriers 50 Forklift	Paul R Noland	2017
	Parkson Electronic Mole - Billy/Trick	Biosolids Management Site	2011
	Parkson Electronic Mole - Cricket	Biosolids Management Site	2011
	Parkson Electronic Mole - Goofy	Biosolids Management Site	2011
	Parkson Electronic Mole - Jurgens	Biosolids Management Site	2011
	Parkson Electronic Mole - Tiny Tim	Biosolids Management Site	2011
	Parkson Electronic Mole - Loenneke	Biosolids Management Site	2011
	Parkson Electronic Mole – Billy	Biosolids Management Site	2011
	Portable Generator for Lift stations	Paul R Noland	2005
9280	Clement Star-Lite End Dump Trailer	Biosolids Management Site	2021
9283	Clement Star-Lite End Dump Trailer	Biosolids Management Site	2021
5124	New Holland Rake	Biosolids Management Site	2022
9308	Anderson RBM 2000	Biosolids Management Site	2022
144U	Chevy Silverado	Paul R Noland	2011
373U	Ford F550	Paul R Noland	2021

Appendix I

BASE FEE

I.1 The Base Fee adjustment formula is as follows:

$$ABF = BF \times AF$$

Where:

ABF	Adjusted Base Fee
BF	Base Fee specified in Appendix D
AF	Adjustment Factor as determined by the formula: $AF = 1 + CPI$
CPI	The twelve-month percent change (from July of the prior year to July of the current year) in the Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEHG01.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2490

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Bid 25-51 Grant Garrett Excavating, Inc. - Construction, Cato Springs Sewer Extension and Lift Station Improvements**

RECOMMENDATION:
Staff recommends awarding Bid 25-51 and approving a construction contract with Grant Garrett Excavating, Inc. in the amount of $2,892,557.10 for construction of the Cato Springs Sewer Extension and Lift Station Improvements project, approval of a project contingency in the amount of $300,000.00, and approval of a budget adjustment.

BACKGROUND:
On November 6th, 2025, the City of Fayetteville accepted sealed competitive bids for the Cato Springs Sewer Extension and Lift Station Improvements project. Grant Garrett Excavating, Inc. submitted the lowest bid. All bids are shown here:

Grant Garrett Excavating, Inc.	*$2,892,557.10*
Boyles Construction Co., Inc.	$3,506,744.40
Crossland Heavy Contractors, Inc.	$3,799,759.00
Ground Zero Construction, Inc	$4,171,067.00
Goodwin & Goodwin, Inc.	$4,612,675.00
MACH Energy Services, LLC.	$5,920,030.00

DISCUSSION:
This project is being funded through a federal HUD Grant to the City of Fayetteville in the amount of $3,000,000.00 (Resolution 279-22; HUD Grand Agreement No. B-22-CP-AR-0016). Any additional costs for the project (engineering, easement acquisition, construction) over this amount is being funded by South Cato Springs Holdings, LLC through a cost share agreement (Resolution 202-25).

BUDGET/STAFF IMPACT:
HUD Grant funds are available in the SLS Community - S Cato Springs account within the Bond Program Grant Matching fund.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Crafton Tull - Bid Concurrence Letter, 6. Bid 25-51, Bid Tab - Final, 7. Bid 25-51, Submittal - Grant Garrett Excavating INC - E, 8. Agreement

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

File #: 2025-2490

A RESOLUTION TO AWARD BID #25-51 AND AUTHORIZE A CONTRACT WITH GRANT GARRETT EXCAVATING, INC. FOR CONSTRUCTION OF THE CATO SPRINGS SEWER EXTENSION AND LIFT STATION IMPROVEMENTS PROJECT IN THE AMOUNT OF $2,892,557.10, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $300,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, this project is being funded through a federal HUD Grant in the amount of $3,000,000.00 that was approved by Resolution 279-22 on December 6, 2022; and

WHEREAS, any additional costs for the project over that amount is being funded by South Cato Springs Holding, LLC through a cost share agreement that was approved by Resolution 202-25 on September 2, 2025; and

WHEREAS, on November 6, 2025, the City accepted sealed competitive bids for the Cato Springs Sewer Extension and Lift Station Improvements Project, and Grant Garrett Excavating, Inc. submitted the lowest bid.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-51 and authorizes a contract with Grant Garrett Excavating, Inc. for construction of the Cato Springs Sewer Extension and Lift Station Improvements project in the amount of $2,892,557.10, and further approves a project contingency in the amount of $300,000.00.

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

City of Fayetteville Staff Review Form

2025-2490

Item ID

12/16/2025

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

Devin Howland / Tim Nyander	11/24/2025	ECONOMIC DEVELOPMENT (050)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding Bid 25-51 and approving a construction contract with Grant Garrett Excavating, Inc. in the amount of $2,892,557.10 for construction of the Cato Springs Sewer Extension and Lift Station Improvements project, and approval of a project contingency in the amount of $300,000.00.

Approval of a budget adjustment and Cost Share with South Cato Springs Holdings for $748,876.

Budget Impact:

4601.860.7650-5815.00	4601 - Bond Program Grant Matching
Account Number	Fund
46060.7650	SLS Community - S Cato Springs
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	3,000,000.00
		Expenses (Actual+Encum)	$	340,156.61
		Available Budget	$	**2,659,843.39**
Does item have a direct cost?	Yes	Item Cost	$	2,892,557.10
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	748,876.00
		Remaining Budget	$	**516,162.29**

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	ECONOMIC DEVELOPMENT (050)	
	Requestor: Devin Howland / Tim Nyander	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends awarding Bid 25-51 and approving a construction contract with Grant Garrett Excavating, Inc. in the amount of $2,892,557.10 for construction of the Cato Springs Sewer Extension and Lift Station Improvements project, and approval of a project contingency in the amount of $300,000.00.

Approval of a budget adjustment and Cost Share with South Cato Springs Holdings for $748,876.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2490**

Holly Black
11/25/2025 8:29 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.20251027

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	748,876	748,876				
	-	-				
4601.860.7650-5815.00	333,583	-	46060	7650	EX	Improvements - Sewer
4601.860.7650-5860.02	135,000	-	46060	7650	EX	Capital Prof Svcs - Engineering/Architectura
4601.860.7650-5911.99	300,000	-	46060	7650	EX	Contingency - Capital Project
4601.860.7650-5810.00	(19,707)	-	46060	7650	EX	Easements
4601.860.7650-4420.00	-	748,876	46060	7650	RE	Payments by Property Owners - base
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

November 11, 2025

Corey Granderson
Utilities Department
City of Fayetteville

Re: Bid 25-51: Construction South Cato Springs Sewer and Lift Station Improvements
Bid Results Concurrence

Mr. Corey Granderson,

Crafton Tull has reviewed the bids received for the South Cato Sewer Extension & Lift Station Project received by the City of Fayetteville on November 6th, 2025. There were six bids received that ranged from $2,892,557.10 (Grant Garrett Excavating Inc.) to $5,920,030.00 (MACH Energy Services, LLC.). Our final engineer's opinion of probable cost was $4,663,895.

We've reviewed the bid of Grant Garrett Excavating Inc. in detail. We do not see any issues with their bid and recommend the City award Grant Garrett Excavating Inc. this construction Contract.

Should the City have any further questions, please feel free to contact the undersigned.

Respectfully,

Luke Jost, PE
Vice President
Crafton Tull

CITY OF FAYETTEVILLE ARKANSAS

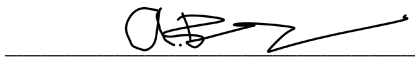
BID TABULATION

Bid 25-51, Construction - Cato Springs Sewer Extension and Lift Station

DEADLINE: Thursday, November 06, 2025 at 2:00 PM

				Grant Garrett Excavating Inc		Boyles Construction Co., Inc.		Crossland Heavy Contractors, Inc.		Ground Zero Construction, Inc		Goodwin & Goodwin, Inc.		MACH Energy Services, LLC.	
		Total		$2,892,557.10		$3,506,744.40		$3,799,759.00		$4,171,067.00		$4,612,675.00		$5,920,030.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	$76,824.00	$76,824.00	$130,000.00	$130,000.00	$148,081.00	$148,081.00	**$46,000.00**	$46,000.00	$200,000.00	$200,000.00	$150,000.00	$150,000.00
2	Bonds and Insurance	1	LS	**$21,668.00**	$21,668.00	$75,000.00	$75,000.00	$58,690.00	$58,690.00	$26,200.00	$26,200.00	$175,000.00	$175,000.00	$85,000.00	$85,000.00
3	Trench and Excavation Safety	1	LS	$41,151.00	$41,151.00	$45,000.00	$45,000.00	**$25,000.00**	$25,000.00	$240,785.00	$240,785.00	$150,000.00	$150,000.00	$100,000.00	$100,000.00
4	Clearing and Grubbing	1	LS	**$5,886.00**	$5,886.00	$80,000.00	$80,000.00	$82,000.00	$82,000.00	$65,000.00	$65,000.00	$50,000.00	$50,000.00	$40,000.00	$40,000.00
5	Erosion Control	1	LS	$74,280.00	$74,280.00	$50,000.00	$50,000.00	**$23,500.00**	$23,500.00	$61,000.00	$61,000.00	$65,000.00	$65,000.00	$50,000.00	$50,000.00
6	Traffic Control	1	LS	**$8,027.00**	$8,027.00	$20,000.00	$20,000.00	$8,400.00	$8,400.00	$9,850.00	$9,850.00	$50,000.00	$50,000.00	$75,000.00	$75,000.00
7	Rock Excavation	400	CY	$300.00	$120,000.00	**$75.00**	$30,000.00	$230.00	$92,000.00	$350.00	$140,000.00	$350.00	$140,000.00	$230.00	$92,000.00
8	10" PVC DR-14 Force Main	4384	LF	**$65.60**	$287,590.40	$83.60	$366,502.40	$68.00	$298,112.00	$120.00	$526,080.00	$110.00	$482,240.00	$160.00	$701,440.00
9	10"x11.25 Bend	5	EA	$2,493.00	$12,465.00	**$2,300.00**	$11,500.00	$2,500.00	$12,500.00	$2,840.00	$14,200.00	$2,800.00	$14,000.00	$2,500.00	$12,500.00
10	10"x22.5 Bend	3	EA	$2,468.00	$7,404.00	**$2,275.00**	$6,825.00	$2,500.00	$7,500.00	$2,840.00	$8,520.00	$3,000.00	$9,000.00	$2,500.00	$7,500.00
11	10"x45 Bend	6	EA	$2,486.00	$14,916.00	**$2,300.00**	$13,800.00	$2,500.00	$15,000.00	$2,740.00	$16,440.00	$3,200.00	$19,200.00	$2,500.00	$15,000.00
12	2" Air Release Valve	3	EA	$8,222.00	$24,666.00	$12,050.00	$36,150.00	$13,300.00	$39,900.00	$15,200.00	$45,600.00	$19,000.00	$57,000.00	**$8,000.00**	$24,000.00
13	8" Ductile Iron Pipe	131	LF	**$84.50**	$11,069.50	$150.00	$19,650.00	$135.00	$17,685.00	$130.00	$17,030.00	$200.00	$26,200.00	$220.00	$28,820.00
14	8" PVC Pipe (SDR-26)	643	LF	**$12.90**	$8,294.70	$22.00	$14,146.00	$40.00	$25,720.00	$62.00	$39,866.00	$95.00	$61,085.00	$180.00	$115,740.00
15	12" PVC Pipe (SDR-26)	1730	LF	**$27.70**	$47,921.00	$40.60	$70,238.00	$75.00	$129,750.00	$80.00	$138,400.00	$115.00	$198,950.00	$190.00	$328,700.00
16	15" PVC Pipe (SDR-26)	3480	LF	**$44.70**	$155,556.00	$57.00	$198,360.00	$75.00	$261,000.00	$92.00	$320,160.00	$145.00	$504,600.00	$200.00	$696,000.00
17	Trenching 0-10' Deep	4633	LF	$50.70	$234,893.10	$64.00	$296,512.00	$33.00	$152,889.00	$51.00	$236,283.00	**$25.00**	$115,825.00	$150.00	$694,950.00
18	Trenching 10-15' Deep	1325	LF	$59.10	$78,307.50	$92.00	$121,900.00	**$34.00**	$45,050.00	$81.00	$107,325.00	$50.00	$66,250.00	$250.00	$331,250.00
19	Trenching 15-20' Deep	27	LF	$265.00	$7,155.00	$150.00	$4,050.00	**$37.00**	$999.00	$100.00	$2,700.00	$100.00	$2,700.00	$375.00	$10,125.00
20	Rehabilitate Existing Manhole	2	EA	$7,860.00	$15,720.00	**$6,600.00**	$13,200.00	$8,000.00	$16,000.00	$8,320.00	$16,640.00	$8,000.00	$16,000.00	$30,000.00	$60,000.00
21	4' Dia. Manhole (<6' Deep)	25	EA	$7,268.00	$181,700.00	**$5,760.00**	$144,000.00	$11,100.00	$277,500.00	$6,900.00	$172,500.00	$8,500.00	$212,500.00	$15,000.00	$375,000.00
22	4' Dia. Manhole Additional Depth	73	VF	$322.00	$23,506.00	**$260.00**	$18,980.00	$375.00	$27,375.00	$485.00	$35,405.00	$500.00	$36,500.00	$1,000.00	$73,000.00
23	5' Dia. MH (<6' Deep)	4	EA	$9,693.00	$38,772.00	$7,870.00	$31,480.00	$16,600.00	$66,400.00	**$7,400.00**	$29,600.00	$14,000.00	$56,000.00	$25,000.00	$100,000.00
24	5' Dia. Manhole Additional Depth	12	VF	**$381.00**	$4,572.00	$480.00	$5,760.00	$965.00	$11,580.00	$547.00	$6,564.00	$600.00	$7,200.00	$2,500.00	$30,000.00
25	Concrete Anchor Collar	2	EA	$6,098.00	$12,196.00	**$2,700.00**	$5,400.00	$7,900.00	$15,800.00	$15,500.00	$31,000.00	$5,000.00	$10,000.00	$15,000.00	$30,000.00
26	30" Steel Encasement Open Cut	90	LF	$732.00	$65,880.00	**$680.00**	$61,200.00	$710.00	$63,900.00	$700.00	$63,000.00	$700.00	$63,000.00	$1,000.00	$90,000.00
27	20" Steel Encasement Open Cut	60	LF	$413.00	$24,780.00	$450.00	$27,000.00	**$385.00**	$23,100.00	$600.00	$36,000.00	$600.00	$36,000.00	$750.00	$45,000.00
28	16" Steel Encasement Open Cut	40	LF	$407.00	$16,280.00	$380.00	$15,200.00	**$340.00**	$13,600.00	$400.00	$16,000.00	$450.00	$18,000.00	$650.00	$26,000.00
29	Inside Drop Manhole Connection	1	EA	$6,080.00	$6,080.00	$5,400.00	$5,400.00	$5,900.00	$5,900.00	**$4,426.00**	$4,426.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00
30	4' Dia. Area Inlet	1	EA	$8,048.00	$8,048.00	**$5,570.00**	$5,570.00	$6,500.00	$6,500.00	$5,673.00	$5,673.00	$6,000.00	$6,000.00	$20,000.00	$20,000.00
31	24" RCP FES	1	EA	$2,338.00	$2,338.00	**$650.00**	$650.00	$1,330.00	$1,330.00	$1,040.00	$1,040.00	$2,500.00	$2,500.00	$11,000.00	$11,000.00
32	24" RCP	27	LF	**$105.00**	$2,835.00	$110.00	$2,970.00	$170.00	$4,590.00	$110.00	$2,970.00	$225.00	$6,075.00	$350.00	$9,450.00
33	Trail Detours	1	LS	$14,025.00	$14,025.00	**$2,500.00**	$2,500.00	$52,000.00	$52,000.00	$35,000.00	$35,000.00	$10,000.00	$10,000.00	$85,000.00	$85,000.00
34	Remove & Replace Concrete Trail	133	SY	**$91.90**	$12,222.70	$120.00	$15,960.00	$110.00	$14,630.00	$107.00	$14,231.00	$150.00	$19,950.00	$225.00	$29,925.00
35	Remove & Replace Concrete Pavement	259	SY	**$121.00**	$31,339.00	$125.00	$32,375.00	$124.00	$32,116.00	$122.00	$31,598.00	$200.00	$51,800.00	$240.00	$62,160.00
36	Remove & Replace Gravel Pavement	30	SY	**$16.60**	$498.00	$48.00	$1,440.00	$38.00	$1,140.00	$34.00	$1,020.00	$65.00	$1,950.00	$165.00	$4,950.00
37	Remove & Replace Asphalt Pavement	194	SY	$84.70	$16,431.80	$120.00	$23,280.00	$159.00	$30,846.00	**$53.00**	$10,282.00	$325.00	$63,050.00	$260.00	$50,440.00
38	Remove & Replace Curb & Gutter	255	LF	**$34.30**	$8,746.50	$40.00	$10,200.00	$60.00	$15,300.00	$36.00	$9,180.00	$65.00	$16,575.00	$85.00	$21,675.00
39	Heavy Duty Concrete Pavement (Lift Station)	178	SY	$104.00	$18,512.00	$150.00	$26,700.00	$97.00	$17,266.00	**$95.00**	$16,910.00	$150.00	$26,700.00	$240.00	$42,720.00
40	Gravel Pavement (Lift Station)	225	SY	$22.20	$4,995.00	$26.00	$5,850.00	$34.00	$7,650.00	**$17.50**	$3,937.50	$45.00	$10,125.00	$95.00	$21,375.00
41	Bollard	3	EA	$1,526.00	$4,578.00	$2,000.00	$6,000.00	$1,730.00	$5,190.00	**$800.00**	$2,400.00	$1,500.00	$4,500.00	$2,500.00	$7,500.00
42	6' Privacy Fence w/ Gates	206	LF	**$64.40**	$13,266.40	$126.00	$25,956.00	$135.00	$27,810.00	$90.25	$18,591.50	$100.00	$20,600.00	$85.00	$17,510.00
43	Trees	15	EA	$1,171.00	$17,565.00	$800.00	$12,000.00	**$580.00**	$8,700.00	$725.00	$10,875.00	$1,500.00	$22,500.00	$3,000.00	$45,000.00
44	Grouted Rip-Rap	270	SY	**$80.00**	$21,600.00	$130.00	$35,100.00	$155.00	$41,850.00	$89.00	$24,030.00	$225.00	$60,750.00	$115.00	$31,050.00
45	Reconnect Sewer Service	20	EA	**$1,858.00**	$37,160.00	$3,500.00	$70,000.00	$2,465.00	$49,300.00	$2,600.00	$52,000.00	$2,000.00	$40,000.00	$3,500.00	$70,000.00
46	Connect to Existing Manhole	8	EA	**$1,780.00**	$14,240.00	$2,500.00	$20,000.00	$2,845.00	$22,760.00	$2,500.00	$20,000.00	$3,500.00	$28,000.00	$4,000.00	$32,000.00
47	Remove Existing Manhole	12	EA	$1,567.00	$18,804.00	$4,000.00	$48,000.00	**$1,380.00**	$16,560.00	$1,500.00	$18,000.00	$3,000.00	$36,000.00	$5,000.00	$60,000.00
48	Remove Existing Sanitary Sewer Pipe	1460	LF	$23.00	$33,580.00	$14.00	$20,440.00	$16.00	$23,360.00	**$9.00**	$13,140.00	$35.00	$51,100.00	$25.00	$36,500.00
49	Bypass Pumping	1	LS	**$35,130.00**	$35,130.00	$100,000.00	$100,000.00	$190,000.00	$190,000.00	$260,000.00	$260,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
50	Lift Station (complete-in-place)	1	LS	$900,591.00	$900,591.00	$1,100,000.00	$1,100,000.00	$1,225,000.00	$1,225,000.00	$1,128,650.00	$1,128,650.00	$1,180,000.00	$1,180,000.00	**$750,000.00**	$750,000.00
51	Unclassified Excavation (Plan Quantity)	150	CY	$241.00	$36,150.00	**$15.00**	$2,250.00	$40.00	$6,000.00	$29.00	$4,350.00	$35.00	$5,250.00	$100.00	$15,000.00
52	Sodding	500	SY	**$4.60**	$2,300.00	$20.00	$10,000.00	$7.00	$3,500.00	$5.50	$2,750.00	$10.00	$5,000.00	$8.00	$4,000.00
53	Seeding	3.5	AC	**$2,869.00**	$10,041.50	$3,500.00	$12,250.00	$8,980.00	$31,430.00	$3,390.00	$11,865.00	$4,000.00	$14,000.00	$4,500.00	$15,750.00

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



Amanda Beilfuss, Procurement Director

Kenny Fitch, Sr Procurement Agent

Bid 25-51 Addendum 3
Grant Garrett Excavating INC
Supplier Response

Event Information

Number:	Bid 25-51 Addendum 3
Title:	Construction - Cato Springs Sewer Extension and Lift Station Improvements
Type:	Invitation to Bid
Issue Date:	10/5/2025
Deadline:	11/6/2025 02:00 PM (CT)
Notes:	The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of a sewer extension and lift station improvements. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

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

Grant Garrett Excavating INC Information

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

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

Holten Elmore
Signature

helmore@garrettx.com
Email

Submitted at 11/6/2025 12:07:33 PM (CT)

Requested Attachments

Signature Forms for Bid 25-51 — Signature Sheets.pdf

Please attach your completed forms. These documents can be found in FILE #01 - PROJECT MANUAL in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Bond for Bid 25-51 — Bid Bond Signed.pdf

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

Bid Attributes

1 **Arkansas Secretary of State Filing Number:**

100176445

2 **Arkansas Contractor License Number:**

Contractor's License must have a classification relating to the scope of this project.

0079370626

3 **Check Yes or No:**

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

☑ Yes, I agree

☐ No, I don't agree

4 **Check Yes or No:**

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

☑ Yes, I agree

☐ No, I don't agree

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

Bid Lines

1	Mobilization (Shall not exceed 5% of the total bid price, excluding Bonds and Insurance and Trench and Excavation Safety)	Quantity: 1	UOM: LS	Price:	$76,824.00	Total: $76,824.00
2	Bonds and Insurance	Quantity: 1	UOM: LS	Price:	$21,668.00	Total: $21,668.00
3	Trench and Excavation Safety	Quantity: 1	UOM: LS	Price:	$41,151.00	Total: $41,151.00
4	Clearing and Grubbing	Quantity: 1	UOM: LS	Price:	$5,886.00	Total: $5,886.00
5	Erosion Control	Quantity: 1	UOM: LS	Price:	$74,280.00	Total: $74,280.00
6	Traffic Control	Quantity: 1	UOM: LS	Price:	$8,027.00	Total: $8,027.00
7	Rock Excavation	Quantity: 400	UOM: CY	Price:	$300.00	Total: $120,000.00
8	10" PVC DR-14 Force Main	Quantity: 4384	UOM: LF	Price:	$65.60	Total: $287,590.40
9	10"x11.25 Bend	Quantity: 5	UOM: EA	Price:	$2,493.00	Total: $12,465.00
10	10"x22.5 Bend	Quantity: 3	UOM: EA	Price:	$2,468.00	Total: $7,404.00
11	10"x45 Bend	Quantity: 6	UOM: EA	Price:	$2,486.00	Total: $14,916.00
12	2" Air Release Valve	Quantity: 3	UOM: EA	Price:	$8,222.00	Total: $24,666.00
13	8" Ductile Iron Pipe	Quantity: 131	UOM: LF	Price:	$84.50	Total: $11,069.50

14	8" PVC Pipe (SDR-26)					
	Quantity: 643	UOM: LF	Price:	$12.90	Total:	$8,294.70
15	12" PVC Pipe (SDR-26)					
	Quantity: 1730	UOM: LF	Price:	$27.70	Total:	$47,921.00
16	15" PVC Pipe (SDR-26)					
	Quantity: 3480	UOM: LF	Price:	$44.70	Total:	$155,556.00
17	Trenching 0-10' Deep					
	Quantity: 4633	UOM: LF	Price:	$50.70	Total:	$234,893.10
18	Trenching 10-15' Deep					
	Quantity: 1325	UOM: LF	Price:	$59.10	Total:	$78,307.50
19	Trenching 15-20' Deep					
	Quantity: 27	UOM: LF	Price:	$265.00	Total:	$7,155.00
20	Rehabilitate Existing Manhole					
	Quantity: 2	UOM: EA	Price:	$7,860.00	Total:	$15,720.00
21	4' Dia. Manhole (<6' Deep)					
	Quantity: 25	UOM: EA	Price:	$7,268.00	Total:	$181,700.00
22	4' Dia. Manhole Additional Depth					
	Quantity: 73	UOM: VF	Price:	$322.00	Total:	$23,506.00
23	5' Dia. MH (<6' Deep)					
	Quantity: 4	UOM: EA	Price:	$9,693.00	Total:	$38,772.00
24	5' Dia. Manhole Additional Depth					
	Quantity: 12	UOM: VF	Price:	$381.00	Total:	$4,572.00
25	Concrete Anchor Collar					
	Quantity: 2	UOM: EA	Price:	$6,098.00	Total:	$12,196.00
26	30" Steel Encasement Open Cut					
	Quantity: 90	UOM: LF	Price:	$732.00	Total:	$65,880.00
27	20" Steel Encasement Open Cut					
	Quantity: 60	UOM: LF	Price:	$413.00	Total:	$24,780.00
28	16" Steel Encasement Open Cut					
	Quantity: 40	UOM: LF	Price:	$407.00	Total:	$16,280.00
29	Inside Drop Manhole Connection					
	Quantity: 1	UOM: EA	Price:	$6,080.00	Total:	$6,080.00

30	4' Dia. Area Inlet	Quantity: 1	UOM: EA	Price:	$8,048.00	Total: $8,048.00
31	24" RCP FES	Quantity: 1	UOM: EA	Price:	$2,338.00	Total: $2,338.00
32	24" RCP	Quantity: 27	UOM: LF	Price:	$105.00	Total: $2,835.00
33	Trail Detours	Quantity: 1	UOM: LS	Price:	$14,025.00	Total: $14,025.00
34	Remove & Replace Concrete Trail	Quantity: 133	UOM: SY	Price:	$91.90	Total: $12,222.70
35	Remove & Replace Concrete Pavement	Quantity: 259	UOM: SY	Price:	$121.00	Total: $31,339.00
36	Remove & Replace Gravel Pavement	Quantity: 30	UOM: SY	Price:	$16.60	Total: $498.00
37	Remove & Replace Asphalt Pavement	Quantity: 194	UOM: SY	Price:	$84.70	Total: $16,431.80
38	Remove & Replace Curb & Gutter	Quantity: 255	UOM: LF	Price:	$34.30	Total: $8,746.50
39	Heavy Duty Concrete Pavement (Lift Station)	Quantity: 178	UOM: SY	Price:	$104.00	Total: $18,512.00
40	Gravel Pavement (Lift Station)	Quantity: 225	UOM: SY	Price:	$22.20	Total: $4,995.00
41	Bollard	Quantity: 3	UOM: EA	Price:	$1,526.00	Total: $4,578.00
42	6' Privacy Fence w/ Gates	Quantity: 206	UOM: LF	Price:	$64.40	Total: $13,266.40
43	Trees	Quantity: 15	UOM: EA	Price:	$1,171.00	Total: $17,565.00
44	Grouted Rip-Rap	Quantity: 270	UOM: SY	Price:	$80.00	Total: $21,600.00
45	Reconnect Sewer Service	Quantity: 20	UOM: EA	Price:	$1,858.00	Total: $37,160.00

46	Connect to Existing Manhole						
	Quantity: 8	UOM: EA		Price:	$1,780.00	Total:	$14,240.00
47	Remove Existing Manhole						
	Quantity: 12	UOM: EA		Price:	$1,567.00	Total:	$18,804.00
48	Remove Existing Sanitary Sewer Pipe						
	Quantity: 1460	UOM: LF		Price:	$23.00	Total:	$33,580.00
49	Bypass Pumping						
	Quantity: 1	UOM: LS		Price:	$35,130.00	Total:	$35,130.00
50	Lift Station (complete-in-place)						
	Quantity: 1	UOM: LS		Price:	$900,591.00	Total:	$900,591.00
51	Unclassified Excavation (Plan Quantity)						
	Quantity: 150	UOM: CY		Price:	$241.00	Total:	$36,150.00
52	Sodding						
	Quantity: 500	UOM: SY		Price:	$4.60	Total:	$2,300.00
53	Seeding						
	Quantity: 3.5	UOM: AC		Price:	$2,869.00	Total:	$10,041.50

Response Total: $2,892,557.10

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8258
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-51, Construction – Cato Springs Sewer Extension and Lift Station Improvements

DEADLINE: October 28th, 2025 before 2:00 PM, Local Time
PRE-BID MEETING: October 21st, 2025 at 10:00 AM
SR. PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 10/05/2025 & 10/12/2025

No late bids shall 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 Purchasing 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.

NOTICE TO ALL BIDDERS:

All interested parties can obtain files for this project by going to http://fayetteville-ar.gov/bids. Bid documents shall be distributed electronically from the City of Fayetteville Purchasing Division only.

BID PACKAGE INCLUDES THE FOLLOWING FILES WHICH SHALL BE LISTED UNDER "ATTACHMENTS":

FILE #01: PROJECT MANUAL – **652 Total Pages**
FILE #02: PLANS – **43 Plan Sheets**

*Additional files added as addendums are issued. Addendums will be uploaded and posted to the City's electronic bidding platform.

***PLAN HOLDER LISTINGS: A listing of vendors who have received documents can be found in the City's electronic bidding platform under the project section tab titled 'Plan Holders'.**

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring http://fayetteville-ar.gov/bids. Failure to acknowledge addenda issued as instructed could result in bid rejection.

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-51, Construction – Cato Springs Sewer Extension and Lift Station Improvements

The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of a sewer extension and lift station improvements. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held Tuesday, October 21, 2025, at 10:00 AM. Details regarding the pre-bid meeting are available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

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 28, 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. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline and livestreamed on Zoom.

Each bid exceeding $50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. One hundred percent (100%) performance and payment bonds are required after the contract award. This amount includes any approved contingency.

Bidders shall have a valid State of Arkansas Contractor's License and have a valid registration and be in good standing with the Arkansas Secretary of State at the time of the contract award.

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 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
479.578.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10.05.25 & 10.12.25
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $408.20

CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

☑ **5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)**

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Purchasing Division.

☑ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☑ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☑ All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the City Purchasing Division. 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. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

☑ **Additional Information**:

- AR Secretary of State Filing #: 100176445 OR submit electronically.
- Arkansas Contractor License #: 0079370626 OR submit electronically.
- SAM Unique Entity Identifier #: E9Z8CKXVJ828 OR submit electronically.
- 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.
  - Submit electronically or circle applicable answer: (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.
  - Submit electronically or circle applicable answer: (YES) *or* NO

SECTION 02
BID FORM

Bid Number: 25-51, Construction

Cato Springs Sewer Extension & Lift Station Improvements

BID TO:

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

BID FROM:

Bidder: Garrett Excavating
805 McClain Rd
Bentonville, AR
72712

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
1	10/24
2	10/31
3	11/4

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

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

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

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

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

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

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group,

association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $ Five percent of bid price is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 300 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 330 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $ 500.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on November Sixth, 20 25.

Arkansas State Contractor License No. 0079370626

Date of Application for Contractor License (if unlicensed) —

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

SAM.gov Registration Number: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

SAM.gov Registration Number: _____

A Corporation

Corporation Name: Garrett Excavating (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (type or printed): Ricky Lattin

Title: COO

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: 805 McClain Rd, Bentonville AR 72712

Phone No.: 479-636-5516 FAX No.: —

Tax ID No.: 71-0831142 UEI No.: E928CKXVJ828

SAM.gov Registration Number: 8QGG1

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-51, CONSTRUCTION – CATO SPRINGS SEWER EXTENSION & LIFT STATION IMPROVEMENTS

SECTION 03 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 25-51, CONSTRUCTION – CATO SPRINGS SEWER EXTENSION & LIFT STATION IMPROVEMENTS

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition		
Mechanical		
Plumbing		
Electrical	Axis Electrical 10260 N Campbell Rd Fayetteville, AR	$210,000
Roofing/Sheet Metal		
Other (designate)	Envirotrac Safety + Erosion PO Box 985 Danville, AR	$80,000

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-51, CONSTRUCTION – CATO SPRINGS SEWER EXTENSION & LIFT STATION IMPROVEMENTS

Section 04

CONTRACTOR REFERENCES

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

COMPANY NAME: Garrett Excavating

NUMBER OF YEARS IN BUSINESS: 75 HOW LONG IN PRESENT LOCATION: 5

TOTAL NUMBER OF CURRENT EMPLOYEES: 310 FULL TIME — PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 25 FULL TIME _____ PART TIME

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

1. City of Lowell
COMPANY NAME

Lowell, AR 72745
CITY, STATE, ZIP

Chris Moore
CONTACT PERSON

479-770-2185
TELEPHONE

2025
DATE COMPLETED

chris@lowellarkansas.gov
E-MAIL ADDRESS

2. City of Highfill
COMPANY NAME

Highfill, AR 72713
CITY, STATE, ZIP

Chris Holland
CONTACT PERSON

479-736-5711
TELEPHONE

2024
DATE COMPLETED

Chris@highfillarkansas.gov
E-MAIL ADDRESS

3. HTC Homes LLC
COMPANY NAME

Rogers, AR 72756
CITY, STATE, ZIP

Kendall Griggs
CONTACT PERSON

417-312-3363
TELEPHONE

2025
DATE COMPLETED

Kgriggs@JIAcommunities.com
E-MAIL ADDRESS

4. Ridge Construction
COMPANY NAME

North Little Rock, AR 72113
CITY, STATE, ZIP

Alex
CONTACT PERSON

479-394-3737
TELEPHONE

2024
DATE COMPLETED

N/A
E-MAIL ADDRESS

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-51, CONSTRUCTION – CATO SPRINGS SEWER EXTENSION & LIFT STATION IMPROVEMENTS

SECTION 05
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Grant Garrett Excavating, Inc.

805 McClain Rd. Bentonville, AR 72712

as Principal, hereinafter called the Principal, and

Employers Mutual Casualty Company

PO Box 712 Des Moines, IA 50306

a corporation duly organized under the laws of the State of IA as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of Five Percent of Amount Bid in _____ Dollars ($ 05%), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 25-51, CONSTRUCTION – CATO SPRINGS SEWER EXTENSION & LIFT STATION IMPROVEMENTS

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-51, CONSTRUCTION – CATO SPRINGS SEWER EXTENSION & LIFT STATION IMPROVEMENTS

Signed and sealed this 28 day of October 20 25.

PRINCIPAL (CORPORATE SEAL)

Grant Garrett Excavating, Inc.

By _____

Ricky Lattin C.O.O

SURETY

Employers Mutual Casualty Company

By _____

Cindi L Smith, Attorney-in-fact

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

END OF SECTION 05

emc INSURANCE

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

CINDI L SMITH

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

Any and All Bonds

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

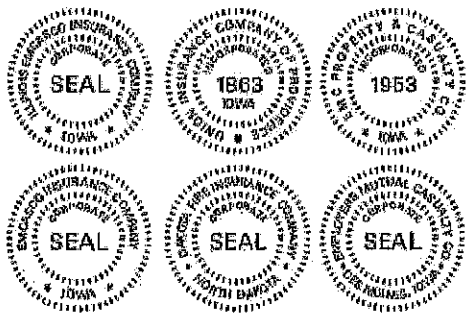
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

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

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

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28 day of October, 2025 , .

Vice President

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Cato Springs Sewer Extension & Lift Station Improvements

Contract No.: 25-51, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of approximately 6000 linear feet of gravity sewer, 4,400 linear feet of force main, and lift station improvements extending from the Town Branch Interceptor to Kessler Mountain Regional Park.

Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within 300 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within 330 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars ($500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 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.

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City’s designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

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

C. Contractor 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. Contractor has carefully studied all:

(1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

F. Contractor 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.

G. Contractor 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.

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

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

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Bid.
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Cato Springs Sewer Extension & Lift Station Project
8. Addenda numbers ____ inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except

to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

A. 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.

8.06 LIENS:

A. **No liens against this construction project 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.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR:	CITY OF FAYETTEVILLE
By: Ricky Latzen	By: Molly Rawn
(Type or legibly print)	
_____	_____
(Signature)	(Signature)
Title: CEO	Title: Mayor

Contractor shall attach evidence of authority to sign.
If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.
Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)	(SEAL)
Attest _____	Attest _____

Address for giving notices	Address for giving notices
_____	113 W. Mountain St.
_____	Fayetteville, AR 72701

License No. _____

Agent for Service of process

_____

(Type or legibly print)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

END OF DOCUMENT 00500

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2489

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Crafton, Tull & Associates, Inc. - Amendment No. 1 for Cato Springs Sewer & Lift Station Project**

RECOMMENDATION:
Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Crafton, Tull & Associates, Inc. for design of sanitary sewer lift station, gravity, and force main lines associated with the South Cato Springs Holdings, LLC Economic Development Project in an amount not to exceed $135,000.00.

BACKGROUND:
This project is being funded through a federal HUD Grant to the City of Fayetteville in the amount of $3,000,000.00 (Resolution 279-22; HUD Grand Agreement No. B-22-CP-AR-0016). Any additional costs for the project (engineering, easement acquisition, construction) over this amount is being funded by South Cato Springs Holdings, LLC through a cost share agreement (Resolution 202-25).

DISCUSSION:
Crafton Tull was selected and hired for the original engineering design and permitting for this project (RFQ 22-01, Selection #13; Res. 19-23). Amendment No. 1 will provide funds necessary for Crafton Tull to perform the following tasks: Attend the Pre-Construction Meeting, Assist the City to resolve construction issues, Daily Construction Observation, Engineer site visits as required or requested, Respond to RFIs, Review Material Submittals, Review Pay Applications, Preparation & Processing of Change Orders, As-built survey & Record Drawings, and Project Close-out.

BUDGET/STAFF IMPACT:
The HUD Grant funding is available in the SLS Community - S Cato Springs account within the Bond Program Grant Matching fund.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment No. 1

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

File #: 2025-2489

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH CRAFTON, TULL & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $135,000.00 FOR DESIGN OF THE SANITARY SEWER LIFT STATION, GRAVITY, AND FORCE MAIN LINES ASSOCIATED WITH THE SOUTH CATO SPRINGS HOLDINGS, LLC ECONOMIC DEVELOPMENT PROJECT

WHEREAS, on December 6, 2022, City Council authorized Mayor Jordan to sign an Economic Development Project Contract with South Cato Springs Holdings, LLC to construct a Master Street Planned Road and provide a secondary access point for Kessler Mountain Regional Park; and

WHEREAS, on January 17, 2023, the City Council authorized Mayor Jordan to sign a professional engineering services agreement with Crafton, Tull & Associates, Inc. for engineering design services associated with the Cato Springs Sewer Extension and Lift Station Project; and

WHEREAS, on September 2, 2025, the City Council authorized Mayor Rawn to sign a cost share agreement with South Cato Springs Holdings, LLC to be paid by South Cato Springs Holdings, LLC; and

WHEREAS, Amendment No. 1 will provide necessary funds for Crafton, Tull & Associates, Inc. to attend the pre-construction meeting, assist the City to resolve construction issues, daily construction observation, engineer site visits, respond to RFIs, review material submittals, review pay applications, prepare and process change orders, as-built survey and record drawings, and project close-out.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Mayor Rawn to sign Amendment No. 1 to the contract with Crafton, Tull & Associates, Inc. in an amount not to exceed $135,000.00 for design of the sanitary sewer lift station, gravity, and force main lines associated with the South Cato Springs Holdings, LLC Economic Development Project.

City of Fayetteville Staff Review Form

2025-2489

Item ID

12/16/2025

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

Tim Nyander	11/20/2025	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Crafton, Tull & Associates, Inc. for design of sanitary sewer lift station, gravity, and force main lines associated with the South Cato Springs Holdings, LLC Economic Development Project in an amount not to exceed $135,000.00.

Budget Impact:

4601.860.7650-5860.02	4601 - Bond Program Grant Matching
Account Number	Fund
46060.7650	SLS Community - S Cato Springs
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	3,000,000.00
		Expenses (Actual+Encum)	$	340,156.61
		Available Budget	$	2,659,843.39
Does item have a direct cost?	Yes	Item Cost	$	135,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	2,524,843.39

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Modification of Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: 1/17/2023

b. OWNER: City of Fayetteville, Arkansas

c. ENGINEER: Crafton, Tull & Associates, Inc.

d. Project: Cato Springs Sewer Extension & Lift Station Project

2. Nature of Amendment

The scope of services is being modified to include construction observation & construction administration services.

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
CITY OF FAYETTEVILLE, ARKANSAS	CRAFTON, TULL & ASSOCIATES, INC.
By: _____	By: _____
Molly Rawn	Lucas Jost, P.E.
Title: Mayor	Title: Vice President
Date Signed: _____	Date Signed: 11/11/2025

ATTACHMENT 1

MODIFICATIONS

- Additional Services to be performed by ENGINEER:

  Construction administration services for the construction of the Spring Creek – Vaughn Gravity Sewer project including the following responsibilities:

  - Attend the Pre-Construction Meeting
  - Assist the City to resolve construction issues
  - Daily Construction Observation
  - Engineer site visits as required or requested
  - Respond to RFIs
  - Review Material Submittals
  - Review Pay Applications
  - Preparation & Processing of Change Orders
  - As-built survey & Record Drawings
  - Project Close-out

  This scope of services is limited to the construction time currently allotted in the construction contract 330 days final completion).

- Modifications to Payment to ENGINEER:

  - The hourly not-to-exceed contract amount is to be increased by $135,000.

- Summary of Contract Payments:

Original Contract:	$321,238.00
Change Order #1:	$135,000.00
Revised Total:	$456,238.00

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2025

Category	Hourly Rate
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
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
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 225
ADMINISTRATIVE MANAGER	$ 170
ADMINISTRATIVE IV	$ 115
ADMINISTRATIVE III	$ 90
ADMINISTRATIVE II	$ 70
ADMINISTRATIVE I	$ 55

Category	Hourly Rate
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.	

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2515

MEETING OF DECEMBER 9, 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: **Planned Service Agreement with Johnson Controls**

RECOMMENDATION:
A RESOLUTION TO APPROVE A PLANNED SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC PURSUANT TO TIPS CONTRACT # 25010501, FOR THREE YEARS IN THE AMOUNT OF $79,100, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS.

BACKGROUND:
On August 16, 2022, City Council approved an Energy Savings Performance Contract with Johnson Controls, Inc (JCI) by Resolution 191-22. This contract executed energy efficiency upgrades across 47 City-owned buildings. A component of these upgrades was the replacement of aging HVAC systems and installation of building automated controls to monitor and manage building HVAC systems.
The building automated control that was installed is proprietary to JCI and is called Metasys. Metasys is used to manage the HVAC thermostats to control temperatures, schedules, and modes. Is it also relied upon to give the status of the HVAC units and assist to troubleshoot system failures and issues.

DISCUSSION:
The building automated control system is an integral component of the day to day operation of the HVAC systems in most City Buildings. For the system to function properly, a software subscription is required to keep the system up to date with software upgrades, enhancements, and security protocols. Updating the system software to the most current version is a best practice to minimize cybersecurity vulnerabilities.
This service agreement also includes a 10% labor discount for non-scheduled service calls that might be necessary for the control system but outside the scope of the agreement.

BUDGET/STAFF IMPACT:
This is a 3-year agreement starting 1/1/2026 and ending 12/31/2028 with a total cost of $79,100. The cost is broken down as follows: Year 1 - $36,000, Year 2 - $20,821, Year 3 - $22,279. Sufficient funds are budgeted for Year 1 and the renewal for Year 2 is funded in next year's budget. Year 3 will be subject to City Council approval of the annual budget. Non-scheduled service calls will be funded as needed from the approved annual budget.

ATTACHMENTS: 3. Staff Review Form, 4. Johnson Controls Planned Service Agreement

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

File #: 2025-2515

A RESOLUTION TO APPROVE A PLANNED SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC. IN THE AMOUNT OF $79,100.00, FOR THREE YEARS, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS

WHEREAS, on August 16, 2022, the City Council approved Resolution 191-22 authorizing Mayor Rawn to sign an Energy Savings Performance Contract with Johnson Controls Inc. that executed energy efficiency upgrades across 47 City-owned buildings; and

WHEREAS, the building automated control system is an integral component of the day to day operation of the HVAC systems in most City Buildings, and a software subscription is required for the system to function properly.

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 Planned Service Agreement with Johnson Controls Inc. in the amount of $79,100.00 for three years, plus the cost of non-scheduled service calls.

City of Fayetteville Staff Review Form

2025-2515

Item ID

12/16/2025

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

Byron Humphry	11/21/2025	FACILITIES MANAGEMENT (140)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE A PLANNED SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC PURSUANT TO TIPS CONTRACT # 25010501, FOR THREE YEARS IN THE AMOUNT OF $79,100, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS.

Budget Impact:

4470.140.8900-5315.00	Sales Tax Capital Improvement
Account Number	Fund
02046.1	Building Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	965,935.00
		Expenses (Actual+Encum)	$	465,416.02
		Available Budget	$	**500,518.98**
Does item have a direct cost?	Yes	Item Cost	$	79,100.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**421,418.98**

V20221130

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

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

Original Contract Number: _____

Comments:

Johnson Controls planned service proposal

Prepared for CITY OF FAYETTEVILLE FACILITIES MANAGEMENT

Customer
CITY OF FAYETTEVILLE FACILITIES MANAGEMENT

Local Johnson Controls Office
5479 HAILEY
SPRINGDALE, AR 72762-7463

Agreement Start Date:
01/01/2026

Proposal Date
09/26/2025

Estimate No:
1-1QC91S9U

Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | **North American Company of the Year for Innovation in Smart Connected Chillers**

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF FAYETTEVILLE FACILITIES MANAGEMENT

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 01/01/2026 and ending 12/31/2028.
- The agreement price for first year is $36,000.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The agreement is in accordance with Tips Contract pricing. Tips Contract refinance: 25010501
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Jonathan McCard
Field Sales Exec I
(866) 819-0017

The power behind **your mission**

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce future repair costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend asset life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure productive environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote environmental health and safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Planned Service Agreement

Customer Name :	CITY OF FAYETTEVILLE FACILITIES MANAGEMENT
Address:	115 S CHURCH AVE FAYETTEVILLE,AR 72701
Proposal Date:	09/26/2025
Estimate #:	1-1QC91S9U

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 01/01/2026 and will continue until 12/31/2028 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $36,000.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location:

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager: Craig Mullins	**Customer Manager:** .
JCI Manager Signature:	**Customer Manager Signature:**
Title: BSM **Date:** 11.20.2025	**Title:** **Date:**

JCI Branch: JOHNSON CONTROLS FAYETTEVILLE AR CB - 0N2A
Address: 5479 HAILEY
SPRINGDALE,AR 72762-7463
Branch Phone: (866) 819-0017
Branch Email:

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Schedule A - Equipment List

CITY OF FAYETTEVILLE FACILITIES MANAGEMENT	115 S CHURCH AVE FAYETTEVILLE, AR 72701

Enhanced Tier

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1
Coverage Level: Basic

Services Provided	
1	ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only
1	Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's

Customer Tag	Manufacturer	Model #	Serial #

Enhanced Tier

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1
Coverage Level: Basic
Year to Be Inactivated: Year 2

Services Provided	
1	ADS Site Dir or NON-Site Dir Software Upgrade
1	Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's

Customer Tag	Manufacturer	Model #	Serial #

Enhanced Tier

Product: Controls, Building Automation System, Server, ADS

Quantity: 1
Coverage Level: Basic
Anticipated Connected Date: 01/01/2026

Services Provided	
1	Comprehensive (Connected - Remote)
1	Comprehensive (Connected)
1	Connected Controls Technology and Support Fee
1	Site Analysis Review
1	PVT Autoscan Installation & Yearly Update

Customer Tag	Manufacturer	Model #	Serial #

Enhanced Tier

Product: Controls, Building Automation System, Engine

Quantity: 4
Coverage Level: Basic
Anticipated Connected Date: 01/01/2026

Services Provided	
4	Operational (Connected)
1	Connected Controls Technology and Support Fee

Customer Tag	Manufacturer	Model #	Serial #

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Equipment tasking

	Controls Software, Supervisory/Server/UI, Johnson Controls, ADS
ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADS software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
ADS Site Dir or NON-Site Dir Software Upgrade	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADS software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADS software to latest Metasys release Upgrade NxE software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
	Controls, Building Automation System, Engine
Connected Controls Technology and Support Fee	All work must be performed in accordance with Johnson Controls safety policies
Operational (Connected)	All work must be performed in accordance with Johnson Controls safety policies Perform tasking based upon the customer consultation and site analysis review
	Controls, Building Automation System, Server, ADS
Comprehensive (Connected)	All work must be performed in accordance with Johnson Controls safety policies Apply the latest software updates and patches to the server Monitor, manage, purge and back-up the Metasys historical databases.
Connected Controls Technology and Support Fee	All work must be performed in accordance with Johnson Controls safety policies
Site Analysis Review	Conduct site analysis review in preparation of on-site visit
PVT Autoscan Installation & Yearly Update	Install/Update the connected performance verification and system inventory diagnostic software
Comprehensive (Connected - Remote)	Review the connected diagnostic findings and recommendations in a consultative meeting to define the best service delivery plan for the on-site

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

service maintenance visits.
A complete back-up of the building automation system database will be automatically sent to the cloud at pre-specified intervals.This automated back-up does not include Metasys historical databases (performed on-site).
A team of building system experts will provide an annual review of the system improvement KPIs, and summary of the completed maintenance activities for the prior contract year and provide a report.
Review and recommend the available patches for the Metasys system engines
Identify and review abnormal network engine performance
Review and recommend the available upgrades for the Metasys system engines
Identify and review duplicate BACnet IDs on controllers
Identify and review unbound references
Identify and review offline controllers
Identify and review operator overrides
Identify and review variations from setpoint
Identify and review filter issues
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$36,000.00	Annually
Year2	$20,821.00	Annually
Year3	$22,279.00	Annually

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

TERMS AND CONDITIONS
DEFINITIONS (REV 1/25)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH . Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Work performed on a time and material basis shall be at the

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

then-prevailing JCI rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (I) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (II) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and charge Customer actual costs JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least sixty (60) days prior to the start of the Renewal Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. If this Agreement extends beyond one year, Johnson Controls may increase prices upon notice to the Customer.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

(7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;

(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

I. Intentionally Omitted LIMITATION OF LIABILITY

Intentionally Omitted

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Arkansas shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Arkansas. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury.. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. TERM AND TERMINATION

1. The initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. The initial Term of this Agreement is three (3) years. After the initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the initial Term unless the Customer or JCI gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a "Renewal Term"). The initial Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI. No Purchase Order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a Purchase Order.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer is in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

other commodities, if required to perform work required by this Agreement, Customer hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.

8. JCI may terminate this Agreement and discontinue any Service(s), if JCI's central monitoring center ("CMC") or remote operations center or either of their respective systems is substantially damaged by fire or catastrophe or if JCI is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JCI's CMC or the Municipal Fire or Police Department or other first responder. If Customer fails to maintain any required licenses or permits, JCI shall not be responsible for performing the services and may terminate the services without notice to Customer. JCI may terminate the services immediately upon notice to the Customer if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

9. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall provide JCI with reasonable access to the premises to remove any JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable.. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. PRIVACY

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "**Video System Images**") of the Premises to the ROC (the "**Video System**"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System Image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Control's ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

© 2025 Johnson Controls, Inc.
Customer Confidential
Do not copy (physically, electronically, or in any other media) without the express written permission of Johnson Controls, Inc.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2470

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Devin Howland, Director of Economic Development

SUBJECT: **Release of Notice for Property Located at 2301 W. Martin Luther King Jr. Boulevard**

RECOMMENDATION:
Staff recommends approval of a resolution authorizing Mayor Rawn to sign the attached Release of Notice concerning a waiver of preliminary and final plat requirements issued in 1980, which are no longer applicable under the City's current C-2 (Thoroughfare Commercial) zoning district.

BACKGROUND:
Staff received a request for the City to sign the attached Release of Notice from a prospective purchaser currently exploring the acquisition of property located at 2301 W. Martin Luther King Jr. Boulevard. During the purchaser's due diligence, they discovered the attached Notice, a 1980 waiver of preliminary and final plat requirements (specifically related to lot width).

The Notice states that any future purchaser should consult the City of Fayetteville's Planning Administrator to ensure awareness of any requirements stemming from the waiver.

DISCUSSION:
The 1980 waiver originated from subdivision standards established under Ordinance 1750, adopted in 1970 and requiring any property developed to have frontage on a public street. The waiver was granted by the Planning Commission on May 12, 1980, and allowed for a lot subdivision without street frontage. At that time, the Planning Commission's authority to grant such a variance stemmed from Ordinance 2555.

Two factors have since rendered the waiver null and void. First the property is currently zoned C-2 (Thoroughfare Commercial), a zoning district that does not impose lot width requirements and permits subdivision without street frontage where water and sewer service are available. Second, W. Best Frind Way St. was constructed after the property's subdivision, giving it street frontage. Consultation with Development Services, specifically the City's Planning Director, confirmed that staff has no objection to the City signing the attached Release of Notice, which has been requested by both the purchaser and seller.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Fayetteville AR Termination of Notice - Final Draft, 5. #13_DB 1022 PG 188_Notice of Plat Waiver_15-Jul-1980 (002)

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

File #: 2025-2470

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A RELEASE OF NOTICE FOR PROPERTY LOCATED AT 2301 WEST MARTIN LUTHER KING JR. BOULEVARD TO REMOVE A POTENTIAL CLOUD ON TITLE

WHEREAS, in 1980, the Fayetteville Planning Commission approved a waiver of the City's preliminary and final plat requirements that allowed property located at 2301 W. Martin Luther King, Jr. Boulevard to be developed without frontage on a public street; and

WHEREAS, a Notice was filed in the land records of Washington County, Arkansas that a future sale of the property could require conformity with the requirements that were waived for that project; and

WHEREAS, the waiver was later rendered null and void because the property was rezoned and was no longer subject to the same frontage requirement and because W. Best Friend Way Street was constructed after the property's subdivision providing it with street frontage; and

WHEREAS, despite City staff's determination that the waiver and notice have been rendered null and void, a prospective purchaser has requested that the City formally release the notice to avoid any potential cloud on the title.

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 Release of Notice, a copy of which is attached to this Resolution, for property located at 2301 West Martin Luther King Jr. Boulevard.

City of Fayetteville Staff Review Form

2025-2470

Item ID

12/16/2025

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

Devin Howland	11/17/2025	ECONOMIC DEVELOPMENT (050)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff is recommending approval of a Resolution authorizing Mayor Rawn to sign the attached Release of Notice for property located at 2301 W. Martin Luther King Jr. Boulevard.

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:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RELEASE OF NOTICE

THIS RELEASE OF NOTICE (this "**Release**") is made as of the _____ day of _____, 2025 by the City of Fayetteville, Arkansas, a municipal corporation ("**City**").

WHEREAS, on July 15, 1980, the City filed that certain Notice which was recorded at Book 1022 Page 188 of the records of Washington County, Arkansas (the "**Notice**") regarding the property described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City desires to terminate and release of record the Notice because the current zoning of the property has rendered the underlying requirements subject to the Notice obsolete.

NOW, THEREFORE, the City is recording this Release to place the public on notice that the Notice is hereby terminated and released of record as of the date hereof.

IN WITNESS WHEREOF, the City has executed this Release as of the day and year first above written.

GRANTOR:

THE CITY OF FAYETTEVILLE, ARKANSAS,
a Municipal corporation

By: _____
Molly Rawn, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer

STATE OF ARKANSAS)
) SS.
COUNTY OF WASHINGTON)

On this the _____ day of _____, 2025, before me, a Notary Public, personally appeared Molly Rawn and Kara Paxton, the Mayor and City Clerk-Treasurer of the City of Fayetteville, Arkansas, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that he/she/they executed the same for the purposes herein set forth.

WITNESS my hand and seal as such Notary Public on this _____ day of _____, 2025.

_____
NOTARY PUBLIC
Printed Name:_____

My Commission Expires:

_____

Document prepared by:

Joshua Mistler
Associate General Counsel
Drury Development Corporation
13075 Manchester Road, Suite 200
St. Louis, Missouri 63131

Send Recorded Document to:

Joshua Mistler
Associate General Counsel
Drury Development Corporation
13075 Manchester Road, Suite 200
St. Louis, Missouri 63131

Exhibit A
To Release of Notice

Lot 3, Block 1, of the Concurrent Plat of Fayetteville Center Subdivision.

FILED FOR RECORD
1980 JUL 15 PM 4:21
WASHINGTON COUNTY, ARK.
ALMA KOLLMEYER
CIRCUIT CLERK

NOTICE

Notice is hereby given that a first waiver of the preliminary and final plat requirements of Ordinance No. 1750 (Appendix C, Code of Ordinances, Fayetteville, Arkansas), has been granted by the Fayetteville Planning Commission at a meeting held May 12, 1980. This waiver applies to the following described real estate located in Washington County, Arkansas, to-wit:

Lot 3, Block 1, of the Concurrent Plat of Fayetteville Center Subdivision.

Further sale or division of the above described property may require conformity with the provisions of said ordinance. Before purchase of any portion of the above-described property, you should consult the Planning Administrator, City Administration Building, Fayetteville, Arkansas, for the detailed requirements of this ordinance.

City Clerk

DATED this 11th day of July, 1980.

Bobbie Jones
Planning Administrator
City of Fayetteville, Arkansas

Re: The Parnell Group, Inc.
- Wilkins/Parnell Partnership

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

Now on this 11th day of July, 1980, came before me, the undersigned Notary Public, within and for the aforesaid County and State, Bobbie Jones, known to me to be the Planning Administrator for the City of Fayetteville, Arkansas, a municipal corporation, and stated that she had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal this 11th day of July, 1980.

Bonnie Loering
Notary Public

My Commission Expires:

BONNIE LOERING NOTARY PUBLIC WASHINGTON COUNTY, ARK.

28, 1984

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2496

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Blake Rutherford

FROM: Devin Howland, Director of Economic Development

SUBJECT: **A Resolution Authorizing Mayor Rawn to Sign a 1-Year Contract with the Fayetteville Chamber of Commerce for Core Economic Development Consulting Services**

RECOMMENDATION:
Staff recommend approval of a Resolution authorizing Mayor Rawn to sign a 1-year contract with the Fayetteville Chamber of Commerce for Core Economic Development Consulting Services in the amount of $250,000.00, pursuant to RFP 25-24.

BACKGROUND:
A. Economic Growth and Enhanced Opportunity in 2025

Throughout 2025, Fayetteville has experienced a sharp increase in employment-based development projects, commercial real estate activity, and complex inquiries from employers and site selectors. In 2025, we are pleased to report that proactive employer recruitment; business retention and expansion (as evidenced most recently by announcement of Packaging Solutions expansion in the Commerce District); targeted industry sector outreach, particularly in health care, information systems, manufacturing, retail, and others; and workforce innovation and support have resulted in rising economic development inquiries, commercial real estate activity, and employment-based projects. This has placed substantial (and welcomed) workload demands on the City's economic development team.
The addition of nearly 4,000 hours of direct support meaningfully expands the City's capacity to manage this volume and ensures each project receives the attention it deserves. This enhanced support also enables City staff to focus on broader strategic initiatives, cross-divisional coordination, and implementation of the Economic Development Master Plan, while continuing to deliver a high level of customer service to both prospective and active projects. As a result, this contract has a significant positive impact on the Department of Economic Development's internal staffing capacity.

B. Growing Strategic Partnerships to Drive Workforce Outcomes

As a result, on October 12, 2025, the City of Fayetteville's Purchasing division published RFP 25-24 titled "Core Economic Development Consulting Services"- for services beginning in January of 2026. Upon the closing of RFP 25-24 on Thursday, October 30, 2025, at 2:00 p.m. CST, the City received five proposals for consideration:

Submittal	Annual Hours	Cost	FTE Equivalent	Effective Hourly Rate
Chamber Fayetteville	3,984	$263,698	1.91	$66.19
Roads Consulting Group	1,880	$250,000	0.90	$132.98
LSI Business Development	1,075	$143,300	0.51	$133.30
Imagine Design and Marketing	421	$87,043	0.20	$206.75
Genesis Economic Development	N/A	N/A	N/A	N/A

The Selection Committee chose the Fayetteville Chamber of Commerce's proposal, which included a proposed amount of $263,698 and nearly 4,000 hours of annual service. While the Chamber's proposal reflects the highest annual contract amount, it is by far the most cost-effective option when evaluated on the actual number of hours delivered and scope of professional services, efforts, and resources included within it. The Chamber's proposal commitment of nearly 4,000 annual service hours represents twice the capacity offered by any other respondent and a staff calculated effective hourly rate of $66.19, which makes it three to four times more cost-efficient than other respondents. Rather than fractional staffing, the Chamber proposed the equivalent of nearly two full-time employees, along with other stated benefits such as travel costs, robust-data subscriptions, and on-demand analyses- at no additional cost to the City. When evaluated against the explicit scope of service the City requested and the true cost per-hour and cost-per deliverable, the Chambers proposal was the lowest cost and highest-capacity response the City received.

Beyond its clear cost efficiency, the Chamber of Commerce's proposal was the strongest in its alignment with the scope of services requested by City staff. Rather than centering its response on educating the City, the Chamber focused squarely on assisting the City in executing its economic development goals, which was the core intent of the RFP. In fact, Fayetteville Chamber's proposal was the only proposal to comprehensively address all of the delivery services requested in the RFP.

The proposal also includes outward travel for proactive employer recruitment and industry-focused trips, nearly $20,000 in annual subscription data access, and on-demand economic impact analyses, among other benefits. These commitments are further reinforced by a robust proposed programming schedule that, in coordination with City staff, outlines the types of engagement, recruitment, and retention events the City can expect for 2026.

C. A New Era of Economic Development and Leadership Across Fayetteville

Chamber Fayetteville's proposal comes under a new era of leadership supported by the most highly qualified and credentialed team of any respondent. CEO Jennifer Irwin brings more than 14 years of experience managing and working within local economic development organizations and holds an IOM certification through the U.S. Chamber of Commerce. The Chamber's Chief Economic Development Officer adds over 30 years of direct economic development experience, including 25 years as a Certified Economic Developer (CEcD) through the International Economic Development Council, along with professional certifications in commercial and real estate appraisal, extensive training in economic impact modeling, and prior service with the Arkansas Economic Development Commission and the Institute for Economic Advancement at UALR.

This relationship will be able to hit the ground running on January 1, 2026 due to geographic proximity, existing understanding of the economic landscape of Fayetteville, and the shared expertise in economic development. Additionally, intimate knowledge of the goals of this strategic partnership in relation to city's Economic Development Master Plan along with existing knowledge and relationships with essential partners such as the Arkansas Economic Development Commission, Northwest Arkansas Council, University of Arkansas, and the Northwest Arkansas Economic Development District further underscore the value this strategic partnership will provide to the City of Fayetteville.

This depth of professional expertise marks a new day for Chamber Fayetteville and creates a highly complementary, symbiotic partnership with the City's own highly credentialed economic development staff, significantly strengthening Fayetteville's ability to attract, retain, and grow quality employment opportunities for the residents of Fayetteville.

DISCUSSION:

One of Mayor Rawn's economic development priorities is expanding quality employment opportunities that provide meaningful work and a living wage for Fayetteville residents. In 2025, the City's economic development efforts were calibrated to meet these priorities and other goals set forth by Mayor Rawn.

The expansion of core economic development contract services responds directly to this direction and to the welcomed increase in employment-based development projects seen throughout 2025. This expansion strengthens the City's capacity to deliver high-caliber responses to new inquiries—responses that go above and beyond the status quo in the site selection world—and positions Fayetteville to better compete for major employment opportunities. At the same time, proactive employer recruitment remains one of the most challenging components of economic development to execute effectively. While providing high-quality responses to inbound inquiries is essential, proactively influencing inward-bound employment activity requires a fundamentally different level of strategy, outreach, and technical execution. Achieving success in this area demands operational excellence across all core functions of economic development.

This contract, supported by strong collaboration and partnership from the outset, equips City staff with the resources needed to meet these demands and to further advance the Rawn Administration's vision for a growing and flourishing employment economy—one that delivers a diverse range of jobs and ensures all Fayetteville residents have access to meaningful, living-wage employment opportunities.

Contract Components

The 2026 Core Economic Development Services contract is organized around four key service areas, each supported by a robust performance measurement framework. This framework uses both output and outcome measures to ensure accountability, track progress, and provide clear evaluation of service delivery and impact.

Key Service Area 1: Create and deploy innovative business and industry engagement, retention, and programming opportunities. Recognizing that more than 80 percent of new employment opportunities in a community come from existing employers, the expansion and retention of Fayetteville businesses is one of the core focuses of the 2026 Core Economic Development Services contract. In full partnership with the City of Fayetteville's Economic Development team, the Chamber will deploy a wide range of traditional and non-traditional business retention and expansion activities aimed at strengthening the working

relationship between industry and the community and celebrating the significant contributions Fayetteville employers make. This work will include traditional site visits, statistically valid survey work, and events designed to support a strong and collaborative relationship between the City, industry, and community.

Key Service Area 2: Implement and execute a proactive industry and employer recruitment efforts. The contract also outlines a range of efforts focused on intentional targeting and recruitment of employment firms within Fayetteville's targeted industry sectors. This includes data-driven analysis and market research of firms and industry clusters that warrant outward travel and recruitment trips by the City and the Chamber. The Chamber will also assist the City with robust responses to Requests for Information (RFIs) and with hosting formal site visits for employment projects, including projects with the Arkansas Economic Development Commission. In addition, the Chamber will support the approval and deployment of applicable economic development incentives that may arise with employment-based projects. Lastly, the contract includes efforts to leverage the Arkansas Research and Technology Park to expand employment opportunities in Fayetteville and to strengthen the City's working relationship with the University.

Key Service Area 3: Serve as an extension of the City of Fayetteville's Economic Development delivery team and provide technical expertise. The Chamber of Commerce has committed to expanding its economic development team as part of the delivery of this contract's scope of work. As an extension of the City's economic development delivery team, the Chamber will assist with the execution of the core economic development functions. Specifically, the contract outlines a range of strategic focus areas within the City's Economic Development Master Plan that the Chamber will be responsible for implementing, including workforce development and job skill training efforts, along with the previously referenced employment-based work. In addition to these focus areas, the contract includes economic impact analyses and the development of revenue projection models on an as needed basis. Lastly, this contract provides the City's economic development team with access to nearly twenty thousand dollars in valuable economic data sets.

Key Service Area 4: Marketing and promotion of local businesses. The contract also calls for the Chamber to engage in the marketing and promotion of the local business community and of Fayetteville as a whole, a function that was explicitly requested by many Fayetteville employers during 2025. The primary aim of these efforts is to celebrate the contributions that industry makes to our community while showcasing that Fayetteville is open for business and investment.

Measuring success. In order to measure success and provide robust accountability to the community, the contract is built on performance measures organized as outputs and outcomes.

Outputs:

- Number of Fayetteville businesses served through business retention and expansion efforts;
- Number of Fayetteville businesses that attended business and industry engagement opportunities;
- Number of women, minority, and veteran owned businesses served through contract services;
- Attendees of business and industry engagement and promotion opportunities;
- Number of City of Fayetteville events planned and executed;
- Number of economic impact analyses and revenue models conducted;
- Number of prospective employers served through formal request for information requests;
- Total impressions and audience reach from marketing and promotional efforts.

Outcomes:

- New jobs created from targeted industry sector businesses served through this contract;
- New capital investment announced from projects served through this contract;
- New businesses that have opened within Fayetteville's targeted industry sectors.
- Number of proactive industry recruitments efforts executed during the contract period;
- Average hourly wage of all new jobs secured through formal announcements during the contract period;
- Average annual growth rate of Fayetteville's targeted industry sector economy.

Taken together, the Chamber's proposal provides the highest service capacity, the lowest effective cost, and the most comprehensive alignment with the City's economic development goals. It strengthens internal staffing, enhances operational continuity, expands employer engagement, and improves Fayetteville's competitiveness for high-quality jobs. Staff firmly believe this contract represents the most strategic, cost-effective, and impactful path forward for the City in 2026.

BUDGET/STAFF IMPACT:
The cost of the new Core Economic Development Consulting Services contract is $250,000 annually. This new contract service was included in the budget approved on November 18, 2025 and will not require a budget adjustment in 2026. The contract also locks in this annual rate for up to five additional one-year terms.

ATTACHMENTS: 3. Staff Review Form, 4. Core Economic Development Contract Chamber Signed, 5. Letter of Support 11.24.2025, 6. RFP 25-24 Submittal - Chamber Fayetteville, 7. RFP 25-24 Core Economic Development Consulting Services

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

File #: 2025-2496

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE IN THE AMOUNT OF $250,000.00 TO PROVIDE ECONOMIC DEVELOPMENT CONSULTING SERVICES

WHEREAS, throughout 2025 Fayetteville has experienced a sharp increase in employment-based development projects, commercial real estate activity, and complex inquiries; and

WHEREAS, the addition of nearly 4,000 hours of direct support meaningfully expands the City's capacity to manage this volume and ensures each project receives the attention it deserves.

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 one year contract with the Fayetteville Chamber of Commerce in the amount of $250,000.00 to provide economic development consulting services.

City of Fayetteville Staff Review Form

2025-2496

Item ID

12/16/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland	11/21/2025	ECONOMIC DEVELOPMENT (050)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

STAFF IS RECOMMENDING APPROVAL OF A RESOLUTION AUTHORIZING MAYOR RAWN TO SIGN A 1-YEAR CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR CORE ECONOMIC DEVELOPMENT CONSULTING SERVICES FOR $250,000.

Budget Impact:

1010.050.0500-5315.00	General Fund
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	500,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	500,000.00
Does item have a direct cost?	Yes	Item Cost	$	250,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	250,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Total Amended Budget is amount approved in 2026 budget.

CONTRACT FOR
CORE ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
FAYETTEVILLE CHAMBER OF COMMERCE, INC.

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Core Economic Development Consulting Services, and;

WHEREAS, the Fayetteville Chamber of Commerce wishes to provide certain Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, the Fayetteville Chamber of Commerce has been selected to perform Core Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 25-24, Core Economic Development Consulting Services).

NOW THEREFORE, in consideration of the mutual promises contained in this Contract and other good and valuable consideration, the parties agree as follows:

1. This Contract is made by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and Fayetteville Chamber of Commerce, Inc. located at 21 West Mountain Street, Suite 300, Fayetteville, Arkansas 72701.

2. **Term**: This Contract shall commence on January 1, 2026, and shall end December 31, 2026. This contract may be terminated by either party with thirty days' written notice.

3. **Renewals:** This Contract may be renewed for five additional one-year terms upon approval of the City Council and with mutual agreement of the Chamber of Commerce.

4. **Contract Documents:** The Contract documents, which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce, consist of this Contract and Exhibit A - Schedule of Deliverables and Performance Measures, a copy of which is attached to this Contract and made a part hereof.

5. **Services to be Provided:** During the terms of this Contract, the Fayetteville Chamber of Commerce shall provide the following services:

- Deploy Business and industry engagement and programing opportunities
- Implement Proactive Industry/Employer Recruitment and Targeting Efforts

- Provide Technical Assistance and Support to the City of Fayetteville
- Marketing and Promotion of Local Businesses
- Collaborate with the City on communication with the public
- Monitor, track, and report on Performance Metrics
- Maintain clear and open communication with the City on all economic development services and activities provided under the scope of this contract; and clearly articulate when communicating on behalf of the Fayetteville Chamber of Commerce versus City-contracted initiatives to create clear accountability
- Provide all deliverables and performance measures outlined in the attached Exhibit A

6. **Performance Measures**: In addition to the services listed above, the Fayetteville Chamber of Commerce shall provide the deliverables as outlined in the attached Exhibit A, which serves to aid in Core Economic Development services and implement the adopted Fayetteville's Economic Development Master Plan. Performance measures are included for the services and will be used to evaluate the work performed throughout the entire term of the contract.

7. **Fees and Expenses**: The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced on a quarterly basis in the amount of $62,500 per quarter. Total fees for consultation services shall not exceed $250,000 from the date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Contract along with invoice for payment for each month. Invoices shall be itemized.

Payment of the above-described fees shall be contingent upon annual budget approval by the Fayetteville City Council. If funds are not appropriated for any year this Contract shall be terminated at the end of the then current term. If funds appropriated are less than the full amount contemplated by this Contract, then the parties shall agree upon an amended Schedule of Deliverables and Performance Measures (Exhibit A). In the event the parties are unable to reach an agreement on an amended schedule, then the Contract shall be terminated at the end of current month.

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

9. **Applicable Law**: This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

10. **Entire Agreement**: This Contract sets forth the entire agreement and understanding between the parties on the subject matter of this Contract. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Contract other than those as expressly provided herein.

11. **Amendments and Waivers**: The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to the Schedule of Deliverables and Performance Measures. Any modifications to Exhibit A shall not reduce the quality or quantity of the services to be provided pursuant to this contract, as determined by the Mayor or the Mayor's designee.

Any modifications to this Contract, including Exhibit A, not affecting cost or that reduce the cost shall be agreed upon by both the City, by and through the Mayor or the Mayor's designee, and the Fayetteville Chamber of Commerce in writing. In the event of such a modification to Exhibit A, the revised document shall be provided to the City Council at the next regularly scheduled update.

Changes, modifications, or amendments that cause an increase in cost 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 cost or fees.

No amendment or modification of this Contract shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Contract shall constitute a waiver of any other prior or subsequent breach or obligation.

12. **Ownership of Project Items:** All outputs, outcomes, project deliverables, communications, resources, data, analyses, reports, and any other materials produced in connection with the delivery of this contract shall be the property of the City of Fayetteville. The Fayetteville Chamber of Commerce shall furnish any and all such items to the City immediately upon request, without limitation or delay.

13. **Contract Administration**: The Mayor or the Mayor's designee shall be the Contract Administrator for this Contract. The Fayetteville Chamber of Commerce Principal or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract.

14. **Freedom of Information Act**: City contracts and documents prepared while performing work pursuant to this Contract may be subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville or to the Fayetteville Chamber of Commerce the parties shall do everything possible, in a prompt and timely manner, to determine whether the requested records must be disclosed as required by the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.), or whether the records are exempt pursuant to A.C.A. § 25-19-105(b), A.C.A. § 14-176-105(b)(1) or other applicable state or federal law. Records required to be disclosed shall be made available for

inspection and copying. Only legally authorized photocopying costs pursuant to the Freedom of Information Act may be assessed for this compliance.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Contract for Core Economic Development Consulting Services.

FAYETTEVILLE CHAMBER OF COMMERCE, INC.

By: _____ Date: 11/24/25
Jennifer Irwin, President and CEO

Witness: _____ Date: 11-24-25

CITY OF FAYETTEVILLE, ARKANSAS

By: _____ Date: _____
Molly Rawn, Mayor

Attest:

By: _____ Date: _____
Kara Paxton, City Clerk/Treasurer

Exhibit "A"

Contract for Core Economic Development Consulting Services-
2026 Schedule of Deliverables and Performance Measures

As outlined herein, the Fayetteville Chamber of Commerce shall provide the following services, more generally referred to as Core economic development services:

One. Design and Deploy Innovative Business and Industry Engagement, Retention and Programming Opportunities
Two. Implement Proactive Industry/Employer Recruitment, and Targeting Efforts
Three. Provide Technical Assistance and Support to the City of Fayetteville
Four. Marketing and Promotion of Local Businesses
Five. Collaborate with the City for communication to the public
Six. Performance Measures
Seven. Reports and Presentations

One: Deploy Innovative Business and Industry Engagement, Retention and Programming Opportunities

1. *Create and deploy unique and innovative businesses and industry engagement opportunities.* The Fayetteville Chamber of Commerce shall implement no fewer than ten (10) industry engagement events each calendar year. These programs shall be designed to create intentional opportunities for industry representatives to engage with the City of Fayetteville, community, and other key institutional partners. All events shall be developed in partnership with the City of Fayetteville and may be co-branded in coordination with the City's Communications Division.

   The engagement programs must be distinct from, and in addition to, the Fayetteville Chamber of Commerce's existing programming. Each event shall be unique, foster meaningful interactions, and reinforce the message that the City of Fayetteville is open for business and values its business and industry partners.

2. *Create and deploy programming that celebrates and educates business and industry and drives the message that the City of Fayetteville is open for business.*
   The Fayetteville Chamber of Commerce shall implement no fewer than four (4) programs annually that highlight and celebrate the contributions of local employers and industries. If the programs are part of the Fayetteville Chamber of Commerce's existing portfolio, they shall be co-branded with the City of Fayetteville as a presenting or delivering partner and developed

with strong coordination with the City's Chief Communication Officer and Department of Economic Development. Each program shall include a focus on various themes such as industry specific events, or themed programming, and be designed to reinforce the message that Fayetteville is open for business and foster meaningful connections that aid in the realization of the economic development goals outlined in this contract.

3. *In partnership with the Department of Economic Development, deploy a modern Business Retention and Expansion Program that fosters long-term working relationships between the City and Industry.*

   The Fayetteville Chamber of Commerce shall design and implement a comprehensive Business Retention and Expansion (BRE) Program that fosters long-term, collaborative working relationships between the City of Fayetteville and its business and industry partners. This program shall be developed in close coordination with the Department of Economic Development and must reflect best practices in fostering trust, responsiveness, and partnership.

   The Business Retention and Expansion Program shall include, at a minimum:

   - Annual Statistically Valid Survey: Conduct at least one (1) statistically valid survey each year, utilizing a stratified random sampling of Fayetteville industries, to gather actionable insights into employer needs, challenges, and opportunities. Survey design and analysis must meet professional standards for statistical reliability.

   - Formal Employer Site Visits: In partnership with the Department of Economic Development, complete formal site visits each year with no fewer than the twenty-five (25) largest employers in Fayetteville, along with an additional 10 (10) prospective, fast-growth companies identified in collaboration with the City. Each visit shall include structured data collection and documented follow-up actions.

   Create and deliver innovative engagement opportunities that go beyond traditional site visits, including industry roundtables, cross-sector convenings, and experiential events that spark meaningful dialogue and collaboration between the City, employers, and institutional partners. Examples include the Fayetteville Industry Council Retreats, the Construction and Developers Committee, the Economic Development Partners Idea Exchange, and events held during Economic Development Week. These efforts should also reinforce a strong sense of connection and belonging within the business community, ensuring employers feel valued for their presence and contributions. This includes initiatives such as visits to corporate parent companies outside Fayetteville, industry-led workforce development partnerships, and the expansion of industry-aligned training programs and apprenticeship opportunities, all aimed at strengthening mutual respect and deepening long-term relationships between the City and its employers.

The Fayetteville Chamber of Commerce shall document all BRE activities and provide quarterly reports to the City, including survey results, site visit summaries, engagement outcomes, and recommended actions for City follow-up. All red flags, defined as any issue, challenge, or struggle stated by a business shall be reported to the Department of Economic Development immediately.

Two: Implement Proactive Industry/Employer Recruitment and Targeting Efforts

1. *Engage in efforts that lead to the expansion of existing and new employers and industry within Fayetteville's Targeted Industry Sectors and Existing Industry Clusters.*

   In collaboration with the Department of Economic Development, the Fayetteville Chamber of Commerce shall design and deliver a proactive and employer recruitment and expansion campaign on an annual basis that seeks to compound its momentum. As part of this work, the Fayetteville Chamber of Commerce annually will develop detailed employment and industry reports that outline the current state and trajectory of Fayetteville's employment economy. These reports will include comprehensive industry cluster and sub-cluster analysis to identify priority sectors and sub-sectors for targeted outreach.

   Based on these findings, the Fayetteville Chamber of Commerce shall develop and manage a recruitment campaign that includes intentional direct outreach, coordinated marketing campaigns, outbound site visits/recruitment trips, site visits to other municipalities, and other engagement activities aimed at recruiting and attracting prospective employers in Fayetteville's targeted industry sectors. The Fayetteville Chamber of Commerce will also engage in recruitment activities within the Northwest Arkansas region, working to drive employers entering the market to locate in the City of Fayetteville.

   The Fayetteville Chamber of Commerce shall work in close coordination with the City's Director of Economic Development to ensure that the recruitment of new industry and the expansion of existing industry remain the highest priority of this contract, with an explicit focus on jobs that provide a living wage and benefits for Fayetteville residents.

2. *In partnership with the City of Fayetteville, coordinate with the Arkansas Economic Development Commission, Northwest Arkansas Council, and Northwest Arkansas Economic Development District.*

   The Fayetteville Chamber of Commerce, in partnership with the City of Fayetteville's Department of Economic Development, shall serve as a partner and actively collaborate with regional and state partners on employer recruitment, expansion, and workforce development projects, as well as other initiatives that support the creation of new jobs in Fayetteville. These partnerships shall include, but are not limited to, the Arkansas Economic Development

Commission, the Northwest Arkansas Council, and the Northwest Arkansas Economic Development District.

The Fayetteville Chamber of Commerce shall assist the Department of Economic Development in preparing high-quality responses to requests for information (RFIs) from prospective employers and large-scale commercial real estate projects, ensuring all responses exceed the status quo and position Fayetteville as a highly competitive location for new investment. The Chamber will also support the execution, delivery, and adoption of any applicable state, federal, or local incentive programs that may arise during the implementation of employment and industry recruitment or expansion projects. In addition, on an as-needed basis, the Chamber shall assist the City with planning and executing formal site visits for prospective employers, as well as developing and negotiating incentive packages connected to new and prospective employment projects.

3. *Commercialization, Research, and Innovation Business Growth.*
The Fayetteville Chamber of Commerce shall proactively support the growth of employment generated through the commercialization of research and the development of companies originating from the University of Arkansas, with particular emphasis on firms located within or affiliated with the Arkansas Research and Technology Park (ARTP). These activities shall include, be are not limited to:

    - Marketing and Promotion. Developing and distributing marketing and promotional materials, in coordination with the University of Arkansas, that highlight the economic significance of ARTP and its associated companies.

    - Awareness and Positioning. Implementing strategies to elevate awareness of ARTP's role in Fayetteville's economic ecosystem and promoting the Park as a strategic employment center.

    - Research Park Development Support. Supporting efforts that advance the development, expansion, and long-term viability of ARTP itself.

    - Company Growth and Retention. Assisting ARTP-affiliated firms as they grow, scale, and evolve, with a focus on ensuring these companies retain operations within the City of Fayetteville and remain positioned to expand local employment.

Three: Provide Technical Assistance and Support to the City of Fayetteville

1. *Serve as an extension of the City of Fayetteville's Economic Development team.*

The Fayetteville Chamber of Commerce shall serve as an extension of the City of Fayetteville's Economic Development team. This role includes active participation in weekly coordination meetings with the Department of Economic Development, collaboration meetings with other municipal economic development partners as scheduled, providing timely updates on all projects, and ensuring that all activities are aligned with the City's adopted economic development strategies and with Mayor Rawn's direction for economic development.

The Fayetteville Chamber of Commerce's responsibilities shall include but are not limited to: preparing responses to requests for information; conducting economic impact analyses and revenue projection models; developing materials to support recruitment and expansion efforts; and assisting with site visit preparation, event planning, and execution.

The Fayetteville Chamber of Commerce shall also provide technical assistance in the implementation of Fayetteville's Economic Development Master Plan, with a particular focus on strategies related to business and industry, workforce development, economic mobility, and community development. All efforts shall support the overarching goal of raising the median household income for Fayetteville residents.

This work shall include, but is not limited to, assisting with the following strategies identified in the Master Plan:

- Deploy a proactive employer expansion and attraction program to create high-quality jobs that pay living wages.
- Deploy a proactive talent retention and attraction program to connect workers with employers offering living-wage jobs in targeted industries.
- Expand skilled trade training, certification programs, and pre-apprenticeships focused on recruiting and mentoring resident populations underrepresented in professions, as well as U.S. Department of Labor registered apprenticeship programs.
- Align labor supply with industry demand by expanding career and technical education options within Fayetteville Public Schools.
- Enable pathways to prosperity, meaningful careers, and living wages for residents who face barriers to employment.
- Pursue (support) targeted policies to increase housing production and address the needs of cost-burdened low- and middle-income renters.
- Advance the creation of quality places by prioritizing the development of complete neighborhoods, strategically leveraging City-owned assets, and championing high-quality urban design.

2. *Support and assist the City of Fayetteville in municipal planning and advocacy efforts beyond economic development.*
The Fayetteville Chamber of Commerce shall provide technical assistance and support for cross-divisional planning initiatives that directly affect the City of Fayetteville's economic development outcomes. This includes, but is not limited to, land use planning, infrastructure planning, and quality-of-life initiatives.

The Fayetteville Chamber of Commerce shall ensure that business and industry representatives, along with their workforces, are engaged in and informed of cross-divisional governmental

efforts, such as Master Plan developments. These efforts must be structured so that industry not only feels heard but also valued and included, and so that their input meaningfully informs municipal efforts beyond direct economic development.

The Fayetteville Chamber of Commerce shall also support the City's placemaking and residential development objectives through advocacy and awareness-building, recognizing the significant implications for economic development these efforts have. This includes active support for initiatives that advance the City's built environment, housing production, and employment goals. The Fayetteville Chamber of Commerce shall play a direct role in promoting the importance of these efforts and shall assist with the adoption of municipal or legislative measures that further these objectives.

Four: Marketing and Promotion of Local Businesses

1. *Create and deploy a comprehensive marketing strategy to promote local businesses and Fayetteville's economy.*
   The Fayetteville Chamber of Commerce shall be responsible for designing and delivering a comprehensive marketing and promotion program that elevates Fayetteville's local businesses and entrepreneurial ecosystem. This work shall be conducted in strong coordination with the City's Communications Division and the Department of Economic Development to ensure alignment, consistency of messaging, and co-branding under the City of Fayetteville brand guidelines.

   Promote Fayetteville's Business Community: Highlight the strengths, diversity, and innovation of Fayetteville's local businesses, including small businesses, startups, minority-, women-, and veteran-owned enterprises, and targeted industry firms.

   Leverage Events and Campaigns: Organize or participate in promotional events, campaigns, and business showcases that increase visibility of local businesses at the regional, state, and national levels. Events shall be co-branded with the City of Fayetteville and integrated with broader economic development initiatives.

   Showcase that Fayetteville is open for Investment and Business: Actively promote Fayetteville as a welcoming, pro-investment, and pro-development community. Marketing and promotional activities shall communicate clearly that Fayetteville is open for business, highlight opportunities for investment, and reinforce the City's commitment to supporting employers that create living-wage jobs and long-term economic growth.

Five: Collaborate with the City for Communications with the Public

1. Communications pertaining to the implementation, outputs, or outcomes of this contract will be communicated on the City's Economic Development website using the City's branding and marketing through strong collaboration with the City's Communications Department. Communication and engagement with the business community as it relates to measures outlined in the contract will be done through the City's website, which is managed by the

Department of Economic Development. Promotion of the measures outlined in the contract will be conducted through the City's social media channels. All performance measures and reports will be updated on a quarterly basis via the City's web site by the Department of Economic Development. Any outward communication on the events, outputs, or outcomes of this contract will be done in coordination with the City of Fayetteville.

2. Communications from the Fayetteville Chamber of Commerce related to economic development initiatives within the scope of this contract, major decisions and/or development matters, and public-facing activities shall be coordinated with the Mayor's Chief Communication Officer. This includes statements at City Council meetings, Agenda Sessions, public presentations, press conferences, etc. Updates to the City Council will be given once each calendar year at a time of the City's choosing.

Six: Performance Measures

1. The performance measures outlined below serve to measure specific work which is completed as a result of the services outlined in the contract being completed.
    a. Outputs:
        i. Number of Fayetteville businesses served through business retention and expansion efforts;
        ii. Number of Fayetteville businesses that attended business and industry engagement opportunities;
        iii. Number of women, minority, and veteran owned businesses served through contract services;
        iv. Attendees of business and industry engagement and promotion opportunities;
        v. Number of City of Fayetteville events planned and executed;
        vi. Number of economic impact analyses and revenue models conducted;
        vii. Number of prospective employers served through formal request for information requests;
        viii. Total impressions and audience reach from marketing and promotional efforts.

    b. Outcomes:
        i. New jobs created from targeted industry sector businesses served through this contract[1];
        ii. New capital investment announced from projects served through this contract;
        iii. New businesses that have opened within Fayetteville's targeted industry sectors.
        iv. Number of proactive industry recruitments efforts executed during the contract period;

[1] Targeted Industry Sectors include Healthcare, Advanced Manufacturing, Information Technology, Infrastructure, Research and Development, and Professional Services (as defined by the City of Fayetteville's Economic Development plan).

v. Average hourly wage of all new jobs secured through formal announcements during the contract period;
vi. Average annual growth rate of Fayetteville's targeted industry sector economy.

2. The Fayetteville Chamber of Commerce will provide baselines of the outputs and outcomes during the first year of this contract. The Fayetteville Chamber of Commerce will work to increase their performance measures by 10% annually starting in year two of this contract should a renewal be granted by the Fayetteville City Council.

Seven: Reports and Presentations

1. Reporting results and milestones will be outlined as deliverables of the City of Fayetteville's Economic Development efforts and shall be reported across various City media platforms. The City's internal Economic Development team will meet regularly with the Fayetteville Chamber of Commerce (at a minimum on a weekly basis) to discuss the status of deliverables and create programming. The Mayor and/or City Council may request periodic updates and public engagement for citizens to be kept informed of the city's economic development goals.

2. The Fayetteville Chamber of Commerce shall provide written quarterly reports and prepare a brief presentation to the Mayor and City Council on an annual basis. Reports and presentations shall be reviewed with the Department of Economic Development prior to submission to ensure accuracy, consistency, and alignment with City objectives. Each report and presentation shall include:

    - A summary of tasks completed and outcomes achieved;
    - Statistical data and narrative context for each performance measure identified in this contract; and
    - Any recommendations or observations relevant to the City's economic development efforts, with an emphasis on business retention, expansion, and recruitment initiatives.

3. A schedule for completion of outlined performance measures and a quarterly status report shall be submitted for each quarter of the contract, delivered during the regular weekly coordination meetings with the City's internal team.

UNIVERSITY OF ARKANSAS.

Sam M. Walton College of Business
Office of External Relations

November 24, 2025

To Whom It May Concern:

I am writing to express my staunch support for the proposed economic development partnership between the City of Fayetteville and Chamber Fayetteville. This collaboration represents a significant step forward for our community, and I believe it will create meaningful opportunities for growth.

With new leadership at both the city and the chamber, we now have a strong, cooperative relationship that positions Fayetteville to seize new and impactful opportunities. By working together, the city and chamber will combine their resources, giving Fayetteville more staff and capacity dedicated to economic development than any other community in our region.

This partnership will provide clarity and efficiency for businesses by offering coordinated services, making it easier for companies to make informed decisions and invest confidently in our community. Both the city and chamber have historically maintained strong relationships with regional and state economic development partners. Speaking with one voice will amplify Fayetteville's presence and participation with important organizations throughout the region

This initiative is a vital step toward ensuring Fayetteville remains competitive and attractive for business growth. I fully support this effort and encourage its approval.

Sincerely,

Mark Power
Assistant Dean for Philanthropy
Sam M. Walton College of Business
University of Arkansas

Chamber Fayetteville, 2025 Board Chairperson

Washington Regional

November 21, 2025

Fayetteville City Council
113 W Mountain
Fayetteville AR, 72703

To Whom it May Concern:

I am writing to express my full support for the City of Fayetteville entering into an economic development agreement with the Fayetteville Chamber of Commerce. As the CEO of Washington Regional and a lifelong resident of Fayetteville, I have had the privilege of serving in various leadership roles within our community, including with the Chamber of Commerce.

I have great confidence in the new leadership at both the Chamber and the City. The relationship between these two entities is already strong, and I believe it has the potential to become even stronger. There is an abundance of opportunities in Northwest Arkansas, particularly in Fayetteville, but we have not fully capitalized on these opportunities. One contributing factor to this performance is the separation of economic development programs between the City and the Chamber.

A partnership between the City and the Chamber would provide our City with additional staff resources dedicated to economic development. Our community stands to benefit significantly when the City and the Chamber work together to provide coordinated services, which in turn adds clarity to business decision-making. When the City and the Chamber can speak with one voice, it allows for greater participation from other entities such as the Northwest Arkansas Council and others involved in economic development.

In my current role as the chair for the NWA Council's Committee for Healthcare Transformation, I have witnessed firsthand the rapid growth of employment in the healthcare sector. The recently published Healthcare Vision 2030, by Tripp Umbach, data shows that 11.6% of jobs in our Metropolitan Statistical Area (MSA) are in healthcare, and this percentage has increased by 12.6% over the last five years. However, peer markets such as Spokane, WA, Evansville, IN, and Madison, WI have over 16% of their jobs in the healthcare sector, highlighting the economic opportunity that we have yet to fully realize.

I strongly urge your support for this initiative for joint economic development. This partnership will position our City for greater success and ensure that we are making the most of the opportunities available to us.

Sincerely,

J. Larry Shackelford
President & CEO
Washington Regional Medical System

ARVEST BANK

November 20, 2025

To whom it may concern:

I am writing to express my support for the proposed economic development contract between the City of Fayetteville and Chamber Fayetteville.

Chamber Fayetteville and the City of Fayetteville are both under new leadership. Jenniffer Irwin and her team have worked to build a strong relationship with Mayor Rawn and her team. The proposed contract will allow the two entities to forge a relationship that will drive economic development and tax revenue in Fayetteville, benefiting the business community as well as the citizens of Fayetteville.

By working together Chamber Fayetteville and the City of Fayetteville can put forth a unified effort to economic development and capitalize on mutually beneficial opportunities for economic growth. The business community will benefit greatly when both the City and its Chamber are truly working together providing coordinated services which adds clarity to recruitment and decision making.

Chamber Fayetteville and the City each independently have strong relationships with our regional and state economic development partners. By entering into an economic development contract, the Chamber and the City will better utilize all staff resources and speak as one, allowing for greater participation from entities like the Northwest Arkansas Council, regional electric utilities, Arkansas Economic Development Commission, and others involved in economic development.

Arvest Bank stands ready to provide credit and financial services to support the business that will make Fayetteville their home and is here to serve the workforce that comes with a vibrant economy, driven by the shared economic development efforts of the talented teams at Chamber Fayetteville and the City of Fayetteville.

Thank you for your consideration.

Sincerely,

Craig A. Shy

President of the Fayetteville Region
Arvest Bank

November 20, 2025

Fayetteville City Council
113 West Mountain Street
Fayetteville, AR 72701

To Whom It May Concern,

I am writing on behalf of Ozarks Electric Cooperative and OzarksGo to express our strong support for the City of Fayetteville's economic development contract with Chamber Fayetteville. As organizations deeply invested in Fayetteville's growth and long-term vitality, we believe this partnership is both timely and essential to ensuring the city can fully seize the opportunities ahead.

With new leadership at both the city and the Chamber, we have seen a renewed spirit of collaboration and alignment. This strengthened relationship is already benefiting businesses like ours that depend on coordinated, forward thinking planning to meet the needs of a rapidly growing community.

Fayetteville has significant economic potential, but in the past, fragmented efforts limited our ability as a community to capture that momentum. By uniting the strengths of the city and the Chamber under a single, coordinated program, Fayetteville is building greater economic development capacity than any other community in our region. This alignment is crucial for long term competitiveness - especially for infrastructure focused organizations like Ozarks Electric and OzarksGo, which require stable, predictable growth patterns to plan major investments in power and broadband networks.

The business community will also benefit substantially from this unified approach. When the city and the Chamber communicate consistent priorities, coordinate services, and present a single voice to prospective businesses, it creates clearer pathways for decision making. That clarity helps us determine where to expand fiber infrastructure, how to plan system upgrades, and how to allocate resources more efficiently, ultimately improving service to residents and businesses.

In short, this contract represents a modern, collaborative approach to economic development, one that strengthens Fayetteville's competitiveness, supports growth, and provides the unified strategic direction needed for long term success.

Thank you for your consideration and for your continued commitment to making Fayetteville a thriving place to live, work, and do business. We encourage you to support this important economic development contract and the collaborative vision it represents.

Sincerely,

Ashley W. Harris

Ashley W. Harris
Vice President, Marketing and Communications

November 21, 2025

To Whom It May Concern:

I am writing in strong support of the economic development contract for Chamber Fayetteville with the City of Fayetteville. As a long-standing community partner, I believe this agreement represents an important step forward for our city, our region, and the collective economic development monument we are building while utilizing a strong combination of staffs, analytics, and connections.

Both the Chamber and the City of Fayetteville are experiencing renewed leadership - leadership that is focused, collaborative, and deeply committed to moving our community in a positive direction. This alignment creates a unique opportunity to strengthen our shared vision for growth and to continue developing Fayetteville as a place where businesses, families, and individuals can thrive.

The economic development contract will help support essential economic development work, including, attracting new partners to our community and fostering the expansion of existing businesses. Chamber Fayetteville's deep relationships across Northwest Arkansas and throughout the state provide valuable connections that benefit the entire region. When leveraged together—with the City, the Chamber, and community stakeholders speaking with one voice—we can make a meaningful difference in our long-term success.

As a strong community partner and former board chair of the Fayetteville Chamber, I fully recognize the importance of this work and the positive impact it has on Fayetteville's future. I appreciate the City Council's consideration of this contract and remain grateful for the commitment of the City of Fayetteville staff who work every day to make Fayetteville, Arkansas a truly exceptional place to live, work, and play.

Thank you for your time and thoughtful review.

Sincerely,

D. Scott Hancock

Division President

PO Box 10890 Fayetteville, AR 72703

11/20/2025

Subject: Economic Development Collaboration

To Whom It May Concern:

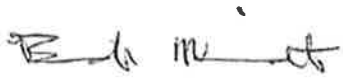
I am writing to express my intention to promote constructive growth and collaboration between the newly appointed leadership of the Fayetteville Chamber and the City of Fayetteville. This is an excellent opportunity to advance our shared objectives for robust economic development.

In my thirty years here, Chamber Fayetteville and the City of Fayetteville have never been closer to building a strong partnership. We share common goals such as supporting local business, attracting new companies, encouraging investment, and improving quality of life for all residents.

This partnership would support workforce development, drive infrastructure improvements, and foster strategic planning. It is essential that we show value to our populus and employers so that they remain in Fayetteville for years to come. Our community depends on the Chamber and City working together. Open communication, joint accountability, and clear results will strengthen our regional impact.

Thank you for your attention to this matter. I welcome the opportunity to discuss potential steps to enhance collaboration and support joint initiatives. Please feel free to contact me at bwright2121@yahoo.com.

Sincerely,



Birch Wright

Chamber Fayetteville

Executive Board Member

Larry Bittle Insurance Agency Inc
2786 N College Ave Ste A
Fayetteville, AR 72703-3314
November 21, 2025

To Whom It May Concern:

The City of Fayetteville and Fayetteville Chamber have had a long-standing relationship, and it has been a joint venture to grow Fayetteville in an environmentally friendly manner. We have been able to grow the city and the area without sacrificing the environment.

As the demand for economic growth continues to rise, it is imperative that we balance commercial development with responsible environmental stewardship as we have done so well in the past. I am excited about the opportunity to continue this relationship and expand upon it in the years to come, thereby creating an opportunity for all residents to prosper through this co-operative arrangement in working together.

I became involved with the Chamber and in city affairs in the early 1970's. As early as the establishment of the Fayetteville Industrial Park and the resulting industries that were recruited there and have remained involved until the present time. I am excited about this new opportunity to work together and would like to encourage all parties to join hands and let's see what the next 50 years might bring.

Therefore, I encourage the City Council to support and approve the economic development contract with the Chamber of Commerce.

Thank you for your consideration in this matter.

Sincerely,

Larry G Bittle

RFP 25-24
Chamber Fayetteville
Fayetteville Chamber of Commerce
Supplier Response

Event Information

Number: RFP 25-24
Title: Core Economic Development Consulting Services
Type: Request for Proposal
Issue Date: 10/6/2025
Deadline: 10/30/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting proposals from qualified firms to provide contract consulting services in the areas of core economic development including business and industry engagement, employer recruitment, workforce development, and marketing and promotion. Any questions regarding this RFP shall be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or (479) 575-8258.

Contact Information

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

Chamber Fayetteville Information

Contact: Jennifer Irwin
Address: 21 W Mountain St
Ste 300
Fayetteville, AR 72701-6077
Phone: (479) 521-1710
Email: jirwin@fayettevillear.com
Web Address: https://www.fayettevillear.com/

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

Jennifer A. Irwin
Signature

jirwin@fayettevillear.com
Email

Submitted at 10/30/2025 11:32:19 AM (CT)

Requested Attachments

RFP 25-24, Core Economic Development Consulting Services

RFP 25-10-core economic development consulting services FINAL.pdf

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

Bid Attributes

1 **Arkansas Secretary of State Filing Number**

No response

2 **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

3 **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

4 **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

Chamber
FAYETTEVILLE

PROPOSAL TO CONDUCT

Core Economic Development Services

PREPARED FOR:
CITY OF FAYETTEVILLE

OCTOBER 30, 2025

Here, Chamber Fayetteville (The Chamber) outlines a bold, data-driven partnership to advance the City of Fayetteville's economic development goals. It positions Chamber Fayetteville as the City's lead collaborator in business retention and recruitment, workforce development, and strategic industry engagement. Key initiatives include targeted industry analysis, proactive employer outreach, a strengthened BR&E program, and enhanced marketing to elevate Fayetteville's profile as a destination for innovation and investment. Backed by experienced leadership and a dedicated project team, the proposal emphasizes measurable results, collaboration, and a modern approach to building a vibrant, resilient local economy.

INTRODUCTION:

This proposal responds to the request of the City of Fayetteville ("City") for qualified consulting assistance in the evolution of core economic development program and policy strategies and implementation across the community.

As we understand your request for assistance, the desired outcome of this assignment will be the successful design and implementation of key core economic development efforts which would blend efficiently with existing City economic development staff efforts allowing for the effective engagement with business and industry, applied identification and programming supporting the City's targeted industry clusters, and the aggressive promotion of Fayetteville as a leading destination for investment and job creation.

Just as the City seeks "modern approaches that break traditional molds which foster programs and strategies that are proactive and data-driven," so has it been our interest in designing pragmatic, real-world solutions and impact to both the businesses and regional partners we have assisted.

As the attached resumès demonstrate, our staff members involved in economic development have worked, whether at the Chamber or in previous experiences, with similar programming for many years. Most recently under contract with the Northwest Arkansas Council (Council), Chamber Fayetteville has supported business retention in Fayetteville and recruitment efforts across the region. Pivotal to our efforts with the Council has been our use of analytics demonstrating regional economic conditions supporting the Council's competitive marketing and promotion efforts, and economic impacts of projects supporting planning scenarios and project investment decisions.

You will find further evidence of our unique staff experience in and with community economic development programming as listed in the resumès at the end of this proposal.

BACKGROUND:

We acknowledge that the economy nationally and internationally is going through momentous and rapid changes at this time, and this will continue to occur in the Northwest Arkansas regional economy. Successful economic development requires a continually-updated action plan that reflects its nimble response to these changes and the evolving nature of both the local and regional economy. City leaders are seeking to implement a greater business development initiative which is supported by innovative strategic thinking and analytical programming that will help them effectively focus on actions to move forward as a sustained vibrant and healthy community and economy.

Fayetteville is recognized as a center of creativity, culture, and innovative businesses, large and small, across multiple sectors. The city has maintained a resilient employment base in this rapidly changing, dynamic region. As such, Fayetteville's strategies and subsequent implementation supporting a strong, positive business environment are more important today than ever before. The Chamber wishes to be the City's partner moving forward in this next chapter.

TABLE OF CONTENTS

SCOPE OF WORK **5**

Design and Deploy Innovative Business and Industry Engagement and Programming Opportunities **5**

Industry and Community Engagement Program (CEP) 5

Lead and aid in the City's Business Retention and Expansion (BR&E) Program. 6

Implement a Proactive Industry/Employer Recruitment and Targeting Efforts **9**

Targeted Industry Sector Recruitment and Support. 9

Industry Cluster and Sub-Cluster Analysis, Policy Development, and Support. 10

Commercialization, Research, and Innovation Business Cluster Growth. 10

Provide Technical Assistance and Support to the City of Fayetteville **11**

Economic Impact Analysis and Revenue Estimates. 11

Implementation of Fayetteville's Economic Development Master Plan. 13

Industry Engagement in Cross-Divisional Municipal Planning Efforts 13

Placemaking and Residential Development Support and Advocacy 13

Marketing and Promotion of Local Businesses **14**

Promotion and awareness of Fayetteville's Business Community 14

METHODS AND APPROACH **15**

Business & Industry Engagement: Community Engagement **16**

Business & Industry Engagement: Business Retention and Expansion **17**

Proactive Employer Recruitment & Targeting: Targeted Industry Sector Recruitment **19**

Industry Cluster Analysis & Policy Development, & Commercialization, Innovation, & Cluster Development **19**

Technical Assistance Support to the City **20**

Marketing & Promotion of Local Business **21**

LIST OF PROJECT PERSONNEL, INCLUDING QUALIFICATIONS AND EXPERIENCE **22**

Project Personnel **22**

Qualifications and Experience **22**

Availability **22**

References **22**

LISTING OF FEES / COSTS **23**

SCOPE OF WORK

Design and Deploy Innovative Business and Industry Engagement and Programming Opportunities

The Chamber would develop intentional engagement and programming opportunities that strengthen connections between the city, the community, and local business and industry. These efforts would be designed to create and grow relationships, collaboration, and positive interaction between the Chamber, business and industry leaders, multiple municipal divisions, and other partners.

Industry and Community Engagement Program (CEP)

Economic development marketing involves both external promotion (promoting Fayetteville beyond our area) and internal promotion and engagement (engaging each other within the community to build a stronger foundation for success through relationships, trust, and communication). The Chamber, by its very nature, currently engages the business community through our outreach programming. However, in our economic development leadership capacity, the Chamber would work with the City to actively develop new partnerships within the City divisions and other related economic and community development entities across Fayetteville with the intended goal of designing our own collective foundation for greater success in Fayetteville.

The Chamber would develop/enhance engagement programming which would include, but not be limited to, the following tangible, reportable efforts:

- ***Fayetteville Industry Council – City Department Retreat***
  In every community, there is a tension between the business community and the regulatory arm of the city. This is due to the fact that there are limited "touch points" between businesses and City departments, and confusion on both sides of the issue as to the understanding of processes, related impacts, or even contacts.

  The Chamber would seek to develop an annual retreat where industry leaders and City leadership can meet and discuss germane topics in a formal, yet comfortable space. Formalizing this effort adds a level of importance and provides the City with the opportunity set the tone and introduce appropriate contacts to company officials, and to hear collective concerns from industry officials. The City Department Retreat could be an added component to the Chamber's newly-reestablished Industry Council.

- ***Construction and Developers Committee***
  The Chamber would seek to create and host a regular (monthly/quarterly) forum specific to construction and development-related companies to discuss efforts and identify critical ways to improve cooperation, collaboration and communication between the City and the development community. Partners would include the Chamber, selected City department leaders, and selected key leaders in the development community.

➜ ***Regular Economic Development Partners Idea Exchange***
The Chamber would seek to create and host a regular (monthly/quarterly) forum, bringing together economic and community development partners to discuss efforts and identify critical ways to collaborate, whether on active projects and promotion or grant applications, etc. Partners could include the Chamber, the City, Experience Fayetteville, Downtown Fayetteville Coalition, the University, Fayetteville Public Schools, and other entities as identified.

➜ ***"Economic Development Week"***
The Chamber would develop and implement an "Economic Development Week" to draw attention to all–things–Economic Development in Fayetteville. A program of this nature could include business spotlights, selected tours of business or entertainment sites, profile accomplishments, host dinners and/or panel discussions with local, state and national speakers on topics pertaining to economic development in Fayetteville and our future.

Lead and aid in the City's Business Retention and Expansion (BR&E) Program

Arguably the most consequential of all business development elements, BR&E programming generates approximately 80% of all new jobs in a community. The Chamber would offer to assist as the lead BR&E entity, facilitating a robust program of company and partner interactions which will generate both job creation and partner relations across the community, region, and State.

The Chamber would enhance BR&E programming which would include, but not be limited to, the following tangible, reportable efforts:

➜ ***Business visitation programming***
Design and implement routine company visitations for each participating manufacturer which would include partnering with the City, all State and regional (when appropriate) partners such as the Arkansas Economic Development Commission (AEDC), Arkansas Manufacturing Solutions (AMS), Arkansas Export Council, Northwest Arkansas Council (when appropriate), community college / trade school / high school representatives (when appropriate), and electric utility economic development personnel. Determination of which partners join in visits will always be at the discretion of the company visited.

The main purpose of a visitation program is to learn about our companies and their ever–changing products, opportunities and needs, and also specifically to identify those most pressing issues which if left unresolved could result in the loss of employment or a company, completely. Identifying these "red flags" within our companies before it is too late is perhaps our most critical role.

➜ ***Partner relations programming***
The Chamber would conduct regular visits with our key partners (AEDC, AMS, Arkansas Export Council, Northwest Arkansas Council, electric utility economic development personnel. Visits would be arranged both in Fayetteville and in Little Rock (or other locations as appropriate)

➜ ***Business and community surveying***
In partnership with the City, the Chamber would design and implement regular brief, anonymous surveys to both business and industry to capture critical concerns and general mood toward issues locally and nationally, allowing for the Chamber and City to communicate and be in the lead to address both opportunities and threats.

➜ ***Enhanced Industry Council***
The Chamber would expand upon our Industry Council efforts to provide a venue for high-profile programming for area industry. Programming would include sessions involving elected officials at the state and federal level, state and federal legislation, addressing common issues affecting all or many manufacturers, and other programming as desired by manufacturers. Industry Council programming should be industry-led.

➜ ***Corporate Parent visits***
Not all of our manufacturers are home-grown. Just as it is critical that we maintain strong relations with local company leadership, the Chamber would also design and conduct visits to corporate headquarters of our local companies. Not only can these visits strengthen relationships between Fayetteville, our local companies, and their corporate headquarters, they can often create opportunity for additional jobs and contracts through our conversations.

➜ ***Applied, technical assistance***
In addition to personalized needs-based technical offerings to companies, the Chamber would provide specialized technical assistance to both the City and companies which would include conducting selected economic impact, labor shed, and occupation wage studies for companies. Additionally, technical assistance can include "cross matching", where on a regional basis we connect one company's products to others' as supply chain inputs. This effort requires a strong working relationship with other economic developers and companies in the region, which we have. Equally important to direct technical assistance is acting as a conduit connecting our companies to the technical assistance offered by our partners, such as AEDC, AMS, trade schools, and others.

Critical assistance that is often overlooked involves actively identifying and acquiring/developing (as appropriate) additional sites and buildings to suit expansion plans of landlocked manufacturers.

➜ ***Industry-led workforce initiatives***
Specific to critical workforce pipeline development and under the advisement of our manufacturers, the Chamber would partner with area secondary and post secondary schools, including higher education, to conduct appropriate employment fairs and other targeted efforts to connect employers with qualified, potential employees. The speed of workforce programming and changing initiatives due to advances in manufacturing processes is increasing rapidly. To be successful in this effort will require active, continued relationship building within our high schools and higher education establishments.

- ***High Schools***
  In consultation with business and industry, initiate/facilitate regular (quarterly) roundtable discussions with high school leadership/counselors and employers to be positioned to respond to opportunity for applied programming within industry and business. This includes discussion of expanded career and technical education program options within our schools.

- ***Training within Industry / Apprenticeships***
  Participation with high schools would also include active facilitation with employers, the Arkansas Department of Commerce, our area community colleges, Arkansas Manufacturing Solutions, and the Arkansas Office of Skills Development to create momentum and ultimately generate positions and apprenticeship opportunities for individuals within our companies.

- ***University of Arkansas***
  In consultation with business and industry, initiate similar routine discussions with the University of Arkansas Division of Agriculture, College of Business, College of Engineering, and other departments to identify employment connections with business. Select departments within the University currently conduct job fairs. The Chamber would work to partner and better communicate the opportunity to businesses and industries.

Much of the opportunity around workforce development is dependent upon how engaged we are with the systems in place to support workforce programming. The Chamber would take an active role connecting the opportunities to all partners to not only fill positions within companies, but also to evaluate and promote the effectiveness of our collective programming to all partners.

- ***Business appreciation programming***
  Appreciation programming is designed both for our companies and for the community at large. These events strengthen the bonds between the City and Chamber with our manufacturers and partners, alike, and help convey an awareness to the importance and remarkable impact our companies have on the area economy. The Chamber could expand appreciation programming to include, but not be limited to the following:
  - Annual golf tournament (this has been requested by our manufacturers)
  - Seating and social programming at area sporting events (this has been requested by our manufacturers)
  - Hunting event (this has been requested by our manufacturers)
  - "Industry Week" or "Economic Development Week", where the Chamber delivers specialized, tailored programming in a high-profile manner
  - Media / Social media spotlight programming
  - Awareness programming similar to that of the Startup Crawl currently conducted by Startup Junkie

If the programs above were employed, Fayetteville's BR&E efforts would be considered a best practice in the industry. We understand that the ultimate program agreed to would be informed by many factors, including budgets.

Implement a Proactive Industry/Employer Recruitment and Targeting Efforts

Targeted Industry Sector Recruitment and Support

In collaboration with the City, the Chamber would lead the City's industry and employment recruitment efforts, informed by comprehensive research, and focused on relationship-building and outreach to generate measurable outcomes within Fayetteville's identified targeted industry sectors. In addition, the Chamber would support the City's collaboration with regional and state partners, including with the Northwest Arkansas Council and the Arkansas Economic Development Commission, on projects that advance Fayetteville's economic growth priorities.

The Chamber would design recruitment and marketing programming which would include, but not be limited to, the following tangible, reportable efforts:

- ***Partner Relations Programming***
  The Chamber would conduct regular visits with our key partners (AEDC, Northwest Arkansas Council, and our electric utility economic development partners). Visits would be arranged both in Fayetteville and in Little Rock (or other locations as appropriate). In particular, we would ensure the regular updating of available sites, properties, and other assets which will ultimately end up with site location companies and corporate offices through AEDC and the Northwest Arkansas Council.

- ***Commercial Real Estate Connections***
  The Chamber would seek to expand upon our strong working relationships with the commercial real estate community in order to generate and coordinate opportunities and to assist clients with location-related issues.

- ***Joint Recruitment Trips***
  The Chamber would identify a schedule of recruitment trips, in conjunction with the City, the Northwest Arkansas Council and AEDC, whereby either we directly participate in recruitment efforts or ensure our updated Fayetteville economic development materials accompany the AEDC or Northwest Arkansas Council team in their visit.

  Of special attention would be the Arkansas Research and Technology Park (ARTP) and its companies. Directly, the ARTP is a destination for targeted business development. Indirectly, the ARTP and its companies helps tell the Fayetteville story of opportunity for our business development elsewhere across the community.

- ***Web and Social Media Marketing and Connecting with Partners***
  With a partnership forged with the City, the Chamber would supercharge web-based economic development marketing efforts through the upgrade of our economic development website and active social media programming. The most competitive communities have their comprehensive "data story" provided on their website, allowing for site location decision-makers (including AEDC) to gather nearly all they need to advance a community's site(s) past an initial screening in a competitive process. We would design the site to meet and exceed that standard.

Today, corporate offices and siting firms also scour social media to better understand the mood and business climate in communities, whether fair or unfair. Recognizing this, the Chamber would upgrade social media programming to personalize positive activities and experiences to assist in telling the greater Fayetteville story.

Industry Cluster and Sub-Cluster Analysis, Policy Development, and Support

As part of the City's proactive industry recruitment efforts, the Chamber will conduct on-going analyses of industry clusters and sub-clusters to identify high-value market segments that Fayetteville's greater economic development team should prioritize for targeted outreach and recruitment. This analysis heavily relies on research, industry trends, labor force metrics, and other data to identify which industries are most likely to thrive in the region. Already known for our strength in developing and conveying economic and employment cluster analysis, the Chamber would enhance communication of targets and their justification to partners which will directly strengthen relationships further.

- ***Targeted Sector Analysis***
  The Chamber would continually identify and communicate the economic sectors and occupations providing the largest impact on local economic activity, sectors which are growing, those threatened or declining, and those specifically affected within the manufacturing sector.

- ***Policy Discussions***
  Utilizing data findings, the Chamber would create/inform forums and discussions both locally and beyond around policy implications and applications supporting competitiveness for our city and its businesses. An example of this would be the use of data findings to impact State incentive policy tailored to our benefit.

Commercialization, Research, and Innovation Business Cluster Growth

The Arkansas Research and Technology Park (ARTP) at the University of Arkansas is a tremendous asset to the city and region, but lacks the capacity to promote itself to its fullest extent. The Chamber currently enjoys fruitful relations with companies in the ARTP. However, in this capacity, the Chamber would seek the University's acquiescence to provide targeted, specialized support to the University of Arkansas, the Arkansas Research and Technology Park, and the University of Arkansas Technology Development Foundation to both promote the Park and its assets supporting business development, and to assist with the commercialization of research originating from the University.

- ***ARTP Park Marketing Material***
  The Chamber would work with the ARTP and its businesses to create a marketing package to be utilized to sell the attributes of the Park to prospective new or locating businesses, as well as to showcase the ARTP as an asset to business locations elsewhere across the city and region.

➜ ***ARTP Park Development***
The Chamber would offer to be a supportive player assisting the Park through expansion efforts.

➜ ***ARTP Business Support in Evolution***
As businesses become increasingly successful at the ARTP, they have the opportunity to graduate and move out to new locations supporting their greater needs in a growth mode. The Chamber would actively work with existing companies to assist in site development outside of the Park, as requested. It is imperative to our local economy that our technology – based companies grow up and thrive in Fayetteville. We do not want them to be limited and feel compelled to move away.

Business support to both the ARTP and it's companies involves continuous relations and visits by our targeted economic development partners (AEDC, Arkansas Research Alliance, selected Accelerators, and Northwest Arkansas Council). The Chamber would host regular partner visits, providing each of our partners with updated ARTP information and a fresh understanding of the opportunity presented in Fayetteville.

The opportunity for commercialization and development in South Fayetteville extends beyond the ARTP. The Chamber recongnizes the potential for development and expansion of opportunity across the community from the ARTP to the airport. From an economic development standpoint, this is an under-developed, underutilized sub-region with the potential to add to the City's economic future.

Provide Technical Assistance and Support to the City of Fayetteville

The Chamber would be directly committed to supporting the City's economic development initiatives as outlined in the City's masterplan, employing the economic and market support data we possess to qualify/justify and ultimately advocate for the City's projects.

Economic Impact Analysis and Revenue Estimates

In this capacity, the Chamber would provide technical assistance in the form of economic impact analyses for both private and public sector projects on an as-needed basis, including calculations supporting the deployment of revenue and return-on-investment (ROI) modeling that informs decision-making for municipal infrastructure and investment projects.

➜ ***Revenue Planning Models***
The Chamber would assist in the development and maintenance of accurate revenue projection models that inform long-term planning and policy decisions for the city.

➜ ***Project-Specific Impact Assessments***

The Chamber's impact modeling tools would provide the City with a consistent platform to measure impacts at the community/county and regional level both for Fayetteville and also across the 3-county region using base data and analytics from reputable 3rd party companies specializing in economic impact analysis.

Impact reports would show annual estimated total economic, real estate and revenue impacts that should result from a project (based on modeling). These reports would include impacts from the project itself (the direct impact), as well as the estimated multiplier effects on other businesses within the region (which are the supplier and consumer impacts). These models do calculate economic impact for the State of Arkansas, as well.

Measured "benefits" are represented by the estimated annual and cumulative jobs, earnings, and revenue generated (or retained) through economic energy associated with the direct and indirect employment calculated over the life of the study. Calculations measuring cost-benefit comparisons can be performed as a product of this impact study process, though thus require local financial commitments supporting a project to be provided by local officials. Cost – benefit assessments, as measured here, compare revenues generated as a result of this project both annually and cumulatively (benefits) against local incentives, cash, and/or other contributions committed toward the successful location of this project by local jurisdictions (costs).

<u>Benefits/Uses of this Impact Program:</u>

- ➜ Providing local leaders with knowledge of a project's anticipated impact
- ➜ Supporting for the offering of appropriate incentives
- ➜ Scenario planning for companies OR sectors
- ➜ Garnering support for projects and economic development, in general
- ➜ Justifying local economic development programming (sales taxes, etc.)
- ➜ Justifying support for a given project
- ➜ Justifying not supporting a given project

<u>Limitations of these models – These models cannot support the following</u>:

- ➜ Measuring the impact of a business/organization that has no employment.
- ➜ Measuring the impact of a policy decision or large regional program like a major infrastructure project, or the like. There are specialized models and private firms that have the capacity to focus on these projects.
- ➜ Measuring the impact of any project where data inputs are anything other than NAICS code activities, direct jobs, income, purchases/expenditures, inventories, and laborsheds; and where the final product is expected to be measured as the impact of anything other than Jobs, Income, and Revenues.
    - For example, exploring the impact of a healthy foods initiative on the health of the citizens of Fayetteville...or even the economy of Fayetteville.
- ➜ Measuring the impact of "Tourism." Though impacts of employment sectors associated with tourism activities can be measured, employment impact models do not capture visitor spending. There are specialized models and private firms that have the capacity to focus on these projects.

Disclaimer regarding impact analysis:

➜ Impact studies are conducted based upon models and/or data results of other economic impact calculations provided by third party firms such as IMPLAN, REMI, Lightcast/EMSI, and others. The analysis is calculated through the use of these models utilizing input–output analysis, economic base analysis, and/or probability measurements. Economic impact analysis is not an exact science or measure, but a "best estimate" of impacts which should be realized in the designated area(s). Though these models incorporate existing employment and business activity to best estimate the value of impacts, many factors influence where direct or linked companies, employees, suppliers, and others ultimately locate, buy homes, attend schools, buy goods and services, etc. Successful local community development efforts increase the likelihood that intended impacts calculated by these models will be realized.

Implementation of Fayetteville's Economic Development Master Plan

The Chamber fully supports the City's Economic Development Master Plan and would assist the City using the tools of the Chamber in the implementation of the Plan's strategies.

Industry Engagement in Cross-Divisional Municipal Planning Efforts

Through the Chamber's various program channels, including the Industry Council, the Chamber would assist the City in ensuring that businesses, industries, and their workforces are represented and actively involved in the City's cross-divisional initiatives.

➜ ***Regular "City Initiatives" Programming***
In consultation with the City, the Chamber would design a communication mechanism utilizing its information infrastructure to disseminate applied City information to its members, with the capacity to involve follow up programming:

- Communication blasts
- Surveys with tabulated responses
- Focus group conversations with tabulated responses
- Selected topical forums

➜ ***Fayetteville Business – City Department Meetings***
Benefiting from the relationship building coalescing around Chamber efforts with business, the Chamber would arrange for the City to engage specific business groups directly in scheduled settings or in ad hoc meeting settings for candid conversations around initiatives and efforts.

Placemaking and Residential Development Support and Advocacy

Residential development for all workforce populations should be at the forefront of Fayetteville's economic development initiatives. We do not have local income taxes in Arkansas. Therefore,

regardless of where the jobs are (across all of Northwest Arkansas), the economic impact from those jobs is realized where employees live and spend their money.

The Chamber agrees that place making and quality of life programming play an absolutely essential role in the attraction and retention of talented families and their income. This is true everywhere, but especially true in Northwest Arkansas where families have multiple "good community" options to locate where the schools are highly rated, retail options abound, healthcare needs are met, etc. Through the Chamber's various program channels (specialized forums and speaker series, surveys with tabulated responses, focus groups, etc.), the Chamber would be positioned to assist the City with advocacy, education, implementation, and adoption of municipal and legislative initiatives specifically aimed at bolstering housing development, along with the infrastructure necessary to support this growth.

Marketing and Promotion of Local Businesses

Promotion and awareness of Fayetteville's Business Community

The Chamber, in consultation with the City, would expand upon existing programming to develop additional strategies that showcase and promote Fayetteville's businesses and business culture. Marketing and promotion of Fayetteville and all Fayetteville business interests needs to operate in concert with the City's marketing and public relations programming. In all aspects, it would be the Chamber's intent to work with the City to first: identify the best joint methods for communication, and second: conduct operations accordingly to ensure open communication and the elimination of surprises.

- ***Web and Social Media Business Spotlight and Promotional Marketing***
  Utilizing the upgraded economic development web and social media programming, the Chamber would provide targeted business and economic sector support.
  - Business / Sector spotlight programming, drawing attention to businesses and their stories, while emphasizing the critical importance their respective sector plays in the area economy.

- ***Downtown Fayetteville***
  The Chamber would strengthen the relationship with the Downtown Fayetteville Coalition and utilize Chamber resources to draw special attention to businesses and the unique culture between downtown and the University.
  - Actively participate in board meetings
  - Conduct annual economic impact of the collective businesses in the downtown footprint to demonstrate the value downtown plays in the greater Fayetteville economy.
  - Assist Downtown Fayetteville Coalition with market analysis of their primary events

➜ ***Engage Regional Media Partners***
The Chamber would engage regional media partners with the goal of developing programming to tell a positive story about Fayetteville and its various business sectors.

➜ ***Seek Regional and National Media Opportunities***
The Chamber would engage partners such as the Northwest Arkansas Council, AEDC, and select tourism entities to identify marketing channels most effective to promote the business development story of Fayetteville. It would be our goal to work with partners, when possible, to promote Fayetteville as its own city, but also as a part of a greater region of Northwest Arkansas.

METHODS AND APPROACH

It is important to identify tasks to the many initiatives we propose. Ultimately, accomplishment of tasks become measurements of success. Yet tasks, and those responsible for accomplishing them, are fluid and are to a reasonable degree informed by the relationship between the City and the Chamber staff, as well as interactions with other partners, both current and created. Below, Chamber Fayetteville presents its best estimate of program tasks and a timeline for accomplishment.

Business & Industry Engagement: Community Engagement

Approach	Task(s)	Interactions with City	Timeline			
			Q1	Q2	Q3	Q4
Fayetteville Industry Council - City Department Retreat	Identify Forum and Venue	Collaborate & Inform	X	X	X	X
	Identify and Invite City and Industry Participants	Collaborate & Inform	X	X	X	X
	Host Retreat	Collaborate & Inform	X	X	X	X
	Develop and Convey Findings/ Results to Parties	Inform		X	X	X
Construction and Developers Committee	Identify Committee and Venue	Collaborate & Inform	X	X	X	X
	Identify and Invite City and Development Participants	Inform	X	X	X	X
	Host Meeting	Inform	X	X	X	X
	Develop and Convey Findings/ Results to Parties	Inform	X	X	X	X
Partner Idea Exchange	Identify Forum Structure and Venue(s)	Collaborate & Inform	X	X	X	X
	Identify and Invite Partner Participants	Inform	X	X	X	X
	Host Forums	Inform		X	X	X
	Provide Follow-up Notes and Manage Message	Inform		X	X	X
Economic Development Week	Research Best Practices, Develop Concept, Venue Options, and Anticipated Outcomes	Collaborate & Inform	X	X	X	X
	Identify and Invite Partners, Presenters, and Participants	Collaborate & Inform	X	X	X	
	Host Program	Collaborate & Inform			X	X
	Provide Follow-up Notes and Cultivate Opportunity	Inform				X

Business & Industry Engagement: Business Retention and Expansion

Approach	Task(s)	Interactions with City	Timeline			
			Q1	Q2	Q3	Q4
Business Visitation Program	Expand Company & Contact Inventory	Collaborate & Inform	X	X	X	X
	Arrange primary visits with each manufacturer and leading employer	Infom	X	X	X	X
	Coordinate Visits with Partners	Inform	X	X	X	X
	Provide follow up and respond to needs	Inform	X	X	X	X
	Additional visits, as appropriate	Inform	X	X	X	X
	Document the state of existing industry and leading employers for reporting and action purposes	Collaborate & Inform	X	X	X	X
Partner Relations	Schedule regular (monthly to quarterly) visits with each partner	Inform	X	X	X	X
	Visit with partner(s) for shared benefit	Collaborate & Inform	X	X	X	X
Business/Community Surveying	Design/Deliver brief attitudinal surveys semi-annually	Collaborate & Inform		X	X	X
	Tabulate and report findings	Inform		X	X	X
Industry Council	Identify Programming and Venue Locations	Collaborate & Inform	X	X	X	X
	Identify and Invite Speakers / Participants	Inform	X	X	X	X
	Host Meeting	Inform	X	X	X	X
	Develop and Convey Findings/ Results of Meetings	Inform	X	X	X	X
	Research and Identify Critical Targets for Visits	Collaborate & Inform		X	X	X
	Coordinate with Local Company	Collaborate & Inform		X	X	X

Business & Industry Engagement: Business Retention and Expansion (CONTINUED)

Corporate Parent Visits	Identify Partners for Visits (Northwest Council, AEDC)	Collaborate & Inform		X	X	X
	Schedule Visits (1-2)	Collaborate & Inform		X	X	X
	Visit Companies	Collaborate & Inform			X	X
Technical Assistance	Provide Technical Assistance as Follow up to Company Visit	Inform	X	X	X	X
	Schedule Follow up visit to discuss technical assistance	Inform	X	X	X	X
Workforce Initiatives	Gain High School, Community College, and University Participation	Collaborate & Inform	X	X	X	X
	Coordinate/Communicate Initiative with State workforce program leaders	Inform		X	X	X
	Partner with State and Regional Programs to Design Initiatives each for High Schools and Colleges	Collaborate & Inform			X	X
	Deliver Programming	Collaborate & Inform			X	X
Business Appreciation	Confirm Programming with Industry Council	Inform	X	X	X	X
	Schedule Events	Inform		X	X	X
	Deliver Events	Collaborate & Inform		X	X	X

Proactive Employer Recruitment & Targeting: Targeted Industry Sector Recruitment, Industry Cluster Analysis & Policy Development, & Commercialization, Innovation, & Cluster Development

Approach	Task(s)	Interactions with City	Timeline			
			Q1	Q2	Q3	Q4
Partner Relations	Schedule regular (monthly to quarterly) visits with each partner	Inform	X	X	X	X
	Visit with partner(s) for shared benefit	Collaborate & Inform	X	X	X	X
Commercial Real Estate Connections	Schedule regular (monthly to quarterly) visits with each partner	Inform	X	X	X	X
	Visit with partner(s) for shared benefit	Collaborate & Inform	X	X	X	X
Joint Recruitment Trips	Design Programming with Partners and Identify Options	Collaborate & Inform		X	X	X
	Develop Supportive Materials	Collaborate & Inform			X	X
	Site Visits	Collaborate & Inform			X	X
Web/Social Media	Design Website and Accumulate Data	Collaborate & Inform			X	X
	Design Program of Regular Social Media Connections with Employers	Inform		X	X	X
	Actively Follow Leading Employers' Social Media	Inform		X	X	X
Targeted Sector Analysis	Conduct Analysis	Inform	X	X	X	X
Policy Discussions	Design Policy Discussion Forums	Collaborate & Inform			X	X
	Monitor and Evaluate	Inform	X	X	X	X

ARTP Marketing	Identify and Invite Partner Participants	Collaborate & Inform	X	X	X	X
	Propose Initiative and Discuss Inputs	Collaborate & Inform		X	X	X
	Gather Information	Inform		X	X	X
	Design Web and Other Marketing Materials	Inform			X	X
	Promote Park	Inform			X	X
ARTP Park Development	Research the Park's Situation	Collaborate & Inform	X	X	X	X
	Engage ARTP Board	Collaborate & Inform		X	X	X
ARTP Business Support	Upgrade Available Sites and Buildings Inventory and Opportunities	Collaborate & Inform	X	X	X	X
	Communicate Opportunities as Expansions	Collaborate & Inform	X	X	X	X
	Market Available Space at ARTP	Collaborate & Inform	X	X	X	X

Technical Assistance Support to the City

Approach	Task(s)	Interactions with City	Timeline			
			Q1	Q2	Q3	Q4
Revenue Planning Models	Design Tailored Revenue Modeling	Collaborate & Inform			X	X
	Run Models as needed	Collaborate & Inform			X	X
Project-Specific Impact Assessments	Utilize Existing Models	Inform	X	X	X	X
	Run Models as needed	Inform	X	X	X	X
Implementation of Master Plan	Assistance	Collaborate & Inform	X	X	X	X
Evaluation of Master Plan	Assist in Monitoring and Inventorying Accomplishments	Collaborate & Inform				X
Planning: City Initiatives Programming	Commuication Blasts	Collaborate & Inform	X	X	X	X
	Surveys	Collaborate & Inform	X	X	X	X
	Focus Groups	Collaborate & Inform		X	X	X
	Topical Discussions	Collaborate & Inform		X	X	X

Technical Assistance Support to the City (CONTINUED)

Planning: Fayetteville Business - Department Meetings	Identify Forum and Venue	Collaborate & Inform			X	X
	Identify and Invite City and Business Participants	Collaborate & Inform			X	X
	Host Meetings	Collaborate & Inform			X	X
	Develop and Convey Findings/ Results to Parties	Inform			X	X
Placemaking / Residential Dev. Program Implementation	Technical Assistance	Collaborate & Inform		X	X	X
Placemaking / Residential Dev. Program Evaluation	Assist in Measuring Value / impact, and Inventorying Accomplishments	Collaborate & Inform				X

Marketing & Promotion of Local Business

Approach	Task(s)	Interactions with City	Timeline			
			Q1	Q2	Q3	Q4
Web and Social Media Promotion	Dev. Bus. Support - Web Activity	Collaborate & Inform			X	X
	Business Support - Social Media	Collaborate & Inform		X	X	X
Downtown Fayetteville	Engagement with Board	Inform	X	X	X	X
	Annual Economic Impact Statement	Inform				X
	Project - Specific Market Analysis	Inform	X	X	X	X
Engage Regional Media	Engage Partners	Inform	X	X	X	X
	Create Material	Collaborate & Inform				X
Seek Regional/ National Media Opportunities	Identify Feasible Opportunity through Regional/State Conversations	Collaborate & Inform	X	X	X	X
	Create Material	Collaborate & Inform				X

LIST OF PROJECT PERSONNEL, INCLUDING QUALIFICATIONS AND EXPERIENCE

Project Personnel

Monthly	Business & Industry Engagement	Proactive Employer Recruitment & Targeting	Technical Assistance Support to the City	Marketing & Promotion of Local Business	Total Estimated Hours	Percent of Staff Workload
President & CEO	7	1	2	0	10	3%
Dir. of Economic Development	76	37	18	10	141	84%
Chief of Staff	17	1	3	6	27	16%
Events Director	9	0	1	0	10	6%
Marketing Consultant	0	5	1	5	11	n/a
Business Development Director*	47	57	16	13	133	79%

*New Hire

Qualifications, Availability, Experience and References

The following pages present work experience of key individuals to this assignment at Chamber Fayetteville.

Availability

This project would be the primary emphasis of Chamber economic development programming in 2026.

References

Nelson Peacock, President and CEO or
Ron Maloney, Economic Development Director
Northwest Arkansas Council
479-582-2100

Jay Sego, Economic Development Director
Springdale Chamber of Commerce
479-872-2222

Steve Houserman, Economic Development Director
Russellville Chamber of Commerce
518-775-8712

JENNIFER IRWIN

Fayetteville, AR 72703 • 479-957-8820 • jenniferirwin8@gmail.com

OPERATIONS & PROGRAM MANAGEMENT

Public Relations • Event Management • Community Engagement

Nonprofit and communications executive with proven success in leadership development, community relations, and program growth. Accomplished public speaker and emcee with a journalism background and deep roots in the Fayetteville community.
- Earned Institute of Organizational Management (IOM) Certification from the U.S. Chamber of Commerce
- Hosted/emceed hundreds of community and fundraising events

PROFESSIONAL EXPERIENCE

- Fayetteville Chamber of Commerce | Fayetteville, AR
    - President & CEO (2025–Present)
      Lead strategic direction, operations, and advocacy for the business community. Oversee staff, budget, and partnerships to strengthen economic growth and regional collaboration.
    - Director of Leadership (2011–2025)
      Directed adult and teen leadership programs, growing participation 44% and launching an alumni network. Secured program funding through grants and donors, and revived the Chamber Style Show—quadrupling attendance and sponsorships. Authored two children's books raising $70K for Chamber initiatives.
- Clear Channel Radio | Fayetteville, AR
    - Morning Show Co-Host / Public Affairs Producer (2008–2011)
      Co-hosted a top-rated morning show and launched a local public-affairs program.
- Walton Arts Center | Fayetteville, AR
    - Corporate Relations Officer (2003–2007)
      Managed $1M+ fundraising portfolio and expanded corporate sponsorships.

COMMUNITY LEADERSHIP

Board Member: Life Styles, Inc. • Community Creative Center • NWA Tourism Association
Former President: Junior Civic League of Northwest Arkansas

HONORS

- 40 Under 40, NWA Business Journal
- Volunteer of the Year, American Heart Association
- Regular emcee for major community and Chamber events

JENNIFER IRWIN

Fayetteville, AR 72703 • 479-957-8820 • jenniferirwin8@gmail.com

OPERATIONS & PROGRAM MANAGEMENT

Public Relations • Event Management • Community Engagement

Nonprofit and communications executive with proven success in leadership development, community relations, and program growth. Accomplished public speaker and emcee with a journalism background and deep roots in the Fayetteville community.
- Earned Institute of Organizational Management (IOM) Certification from the U.S. Chamber of Commerce
- Hosted/emceed hundreds of community and fundraising events

EDUCATION

BA in Journalism, 1994
Fulbright College of Arts and Sciences, University of Arkansas, Fayetteville, AR

PROFESSIONAL EXPERIENCE

- Fayetteville Chamber of Commerce | Fayetteville, AR
    - President & CEO (2025–Present)
      Lead strategic direction, operations, and advocacy for the business community. Oversee staff, budget, and partnerships to strengthen economic growth and regional collaboration.
    - Director of Leadership (2011–2025)
      Directed adult and teen leadership programs, growing participation by nearly 50% and launching an alumni network. Secured program funding through grants and donors, and revived the Chamber Style Show—quadrupling attendance and sponsorships. Authored two children's books raising over $70K for Chamber initiatives.
- Clear Channel Radio | Fayetteville, AR
    - Morning Show Co-Host / Public Affairs Producer (2008–2011)
      Co-hosted a top-rated morning show and launched a local public-affairs program.
- Walton Arts Center | Fayetteville, AR
    - Corporate Relations Officer (2003–2007)
      Managed $1M+ fundraising portfolio and expanded corporate sponsorships.

COMMUNITY LEADERSHIP

Board Member: Life Styles, Inc. • Community Creative Center • NWA Tourism Association
Former President: Junior Civic League of Northwest Arkansas

HONORS

- 40 Under 40, NWA Business Journal
- Volunteer of the Year, American Heart Association
- Regular emcee for major community and Chamber events

CANDY HARRELL

501.425.8285 candy.harrell2021@gmail.com

PROFILE

Experience in program planning, event planning/facilitating, sales and marketing, project management in corporate and academic setting. Strong work ethic and goal motivated. Excellent presentation skills. Dependable, honest, problem-solving. Approaches every day with optimistic expectation

Education

BSE – Arkansas State University, 1975. English, speech, journalism
MA – Webster University, 1993, Human Resources Development (Organizational Development, Management)

Graduate Level Courses – 2004-7, ESL and Spanish at UALR, and Universidad Autonoma de Guadalajara, Mexico; 2007, Renaissance Art History at Florence University of Arts; 2017, Italian at Michelangelo Language School, Florence IT

CORPORATE WORK

2022 to present – Chief of Staff – Chamber Fayetteville
2007 to 2009/10 – Governmental Affairs and general staff work, Fayetteville Chamber.
1998 to 2004 – Assistant to VP, Governmental Affairs – Ark Electric Cooperatives, Inc. – Little Rock, AR
1993 to 2007 – Partner, Candy Harrell Fine and Estate Jewelry, Roach Properties, Sherwood, AR
1987 – 1993 – Staff Director, Jonesboro Human Development Center, Jonesboro AR
1984 – 1987 – Marketing, Arkansas Gazette, Little Rock AR
1981 – 1984 – General Securities Exam Course teacher, Brittenum and Associates Investment Banking, Little Rock AR

ACADEMIC

11 years teaching positions at the high school and adult level for English, ESL, speech, journalism. HarBer High School, Fayetteville Adult Ed, Lakeside High School (Hot Springs), Weiner High School, Beebe High School.

479.409.9295
smcneill2024@gmail.com
2247 Tall Tree Lane,
Springdale, AR 72762

SHANNON MCNEILL

Director of Events

As Director of Events at Chamber Fayetteville, my contributions include:

Driving Engagement: Design and execute high-impact Chamber programs and signature events that foster business growth, strengthen member connections, and highlight the value of community collaboration.

Community Impact: Build partnerships that elevate Fayetteville's business community and showcase the spirit of local entrepreneurship through well-planned, purposeful events.

Strategic Marketing: Enhance event visibility and participation through creative digital promotion, storytelling, and consistent brand alignment across all communication channels.

Business Networking: Cultivate meaningful relationships among members, sponsors, and community leaders — creating environments where business connections thrive and opportunities grow.

Event Excellence: Consistently deliver professional events that reflect the Chamber's mission and reputation for quality, collaboration, and community impact.

Education

Northeastern State Univresity

1988-1991

28 years of real-world learning through continuous education, hands-on training, and self-improvement, my practical experience rivals a formal degree. This background has honed my expertise and understanding, which I apply daily in my field.

Expertise

Business Development
Statistical Oversight
Excutive Decision Making
Business Networking
Community Relations
Digital Marketing

Developing and Executing Multiple Business & Community Events

Recognitions

Legacy Business of the Year 2023
Diplomat of the Year 2021, 2018
Small business of the Year 2018
President BNI Chapter 2023-2024

Work Experience

2024 – 2025

Chamber Fayetteville

Director Of Events

- Plan, organize, and execute
- Collaborate with sponsors, members, and community partners
- Manage event logistics and promotion from concept to completion
- Drive event participation and member engagement

2013 – 2024

Arkansas Physical Health & Rehab

Business Director

- Business development and executive decision making
- Shape strategy with statistical insights
- Manage and produce digital marketing; website, social media
- Spearheaded the creation and implementation of multiple company and community wellness events

1996 - 2013

Arkansas Physical Health & Rehab

Office Manager

- Managing day to day clinic operations
- Hiring and termination executive decisions
- Employee management, payroll, and traning
- Purchasing office supplies, equipment and clinic services

References

Blair Masters, DC

Owner Arkansas
Physical & Rehb
Phone: 479-841-9398
Email : drmastrs@acusmart.com

Jennifer Irwin

President & CEO
Chamber Fayetteville
Phone: 479-521-1710
Email : jirwin@fayettevillear.com

Sean Simons

Owner Sean Simons
Insurance Agency
Phone: 870-504-0441
Email : sean.simons@american-national.com

Andrea Schacknies

Arvest
Commercial Loan Officer
Phone: 479-973-4114
Email : aschacknies@arvest.com

Brittany Phillips

Multidisciplinary Designer • Expert in Branding, Web Design & UX Execution

Fayetteville, Arkansas + Beyond

hello@brittanyphillipsdesign.com • 479-225-1001

Objective

Brittany Phillips is a multidisciplinary graphic designer based in Fayetteville, Arkansas, known for bringing creative clarity and consistency to every project. She works across a diverse range of clients and industries, believing that versatility keeps ideas fresh and solutions unexpected. With a reputation for reliability, honesty, and thoughtful problem-solving, Brittany approaches each project with a focus on smart, simple design that delivers impact.

Her expertise extends into web design and user experience, where she creates digital environments that feel intuitive, engaging, and on-brand. She manages developers and technical partners to bring complex, large-scale web-based solutions to life—balancing creative vision with technical precision to ensure seamless execution from concept to launch.without excess.

Education

1998 // BA in Journalism with an emphasis in Advertising and Public Relations,
Fulbright College of Arts and Sciences, University of Arkansas // Fayetteville, AR

Work History

2010-present // Principal // Brittany Phillips Design, Inc. // Fayetteville, AR
2007-2010 // Senior Designer // DOXA Total Design Strategy // Fayetteville, AR
2004-2007 // Freelance Art Director // Saatchi & SaatchiX // Springdale, AR
2000-2004 // Artist // Blackwood Martin/CJRW // Fayetteville, AR
1998-2000 // Communications Designer // New Benefits, Inc. // Dallas, TX

Special Projects

Shake Brands Corp, // Partner and Chief Creative Officer. As a southern-based cannabis branding and product development company, Shake Collaboration LLC helps industry players develop a platform to elevate.
shakecolab.com // shopcbdandme.com

AIGA Northwest Arkansas // Member

Awards

Logo Lounge award recipient and publised in books 7, 8, 9, 12, 13, 14, 15

Contact Information

hello@brittanyphillipsdesign.com // + 479.225.1001
studio: 830 South Locust Avenue // Fayetteville, Arkansas 72701

On-line

brittanyphillipsdesign.com
instagram/bpdfayar

Northwest Arkansas Council

4100 Corporate Center Drive, Suite 205
Springdale, Arkansas 72762
479.582.2100

October 29, 2025

To Whom It May Concern:

On behalf of the Northwest Arkansas Council, I am pleased to provide this letter of support for the Fayetteville Chamber of Commerce and its continued role in advancing the City of Fayetteville's economic development initiatives.

Our team has worked closely with the Fayetteville Chamber and its staff over many years and has consistently found them to be one of the most effective and forward-thinking economic development partners in the region. Their deep understanding of how local success strengthens regional competitiveness has made them an invaluable collaborator not only for projects within Fayetteville, but also for efforts across Northwest Arkansas that create jobs and investment benefiting Fayetteville residents.

The Chamber has a long and proven record of supporting existing industries through proactive business outreach, identifying patterns and needs that help both the city and our broader region respond effectively. They have demonstrated an uncommon ability to connect intelligence gathered from those visits to actionable strategies that strengthen the manufacturing, professional, and innovation base throughout the community.

Equally important, the Fayetteville Chamber brings strong data and analytical capabilities to every collaboration. Their team includes one of the most skilled economic impact analysts in the country, and they work seamlessly with our own staff to ensure that decisions are grounded in sound evidence and credible projections.

In short, the Fayetteville Chamber exemplifies the type of regionalist mindset that defines Northwest Arkansas' success story. They understand that when one city

The Northwest Arkansas Council values our partnership with the Chamber and looks forward to continued collaboration to strengthen the City of Fayetteville's competitiveness and quality of life.

Sincerely,

Nelson Peacock
President and CEO
Northwest Arkansas Council

LISTING OF FEES / COSTS

		Salary Toward Economic Development
President / CEO	$	8,654
Dir. Economic Dev.	$	87,037
Chief of Staff	$	10,903
Events Director	$	4,327
Bus. Dev. Director	$	57,552
Total Salary⋆:	**$**	**168,473**
Fringe:	$	30,325
Salary & Fringe:	**$**	**198,798**
Marketing Consultant	**$**	**13,200**
Equipment & Supplies	**$**	**5,000**
Travel / Marketing	**$**	**22,500**
Recruitment Trips		
State Agency Visits		
Corporate Hq Visits		
Conferences/Trade Shows		
Venue/Program Expense	**$**	**4,000**
Memberships	**$**	**2,000**
Data Packages	**$**	**18,200**
Lightcast		
ESRI		
Qualtrics		
Total Fee:	**$**	**263,698**

⋆Wages dedicated to this project are based on staff hourly rates as follows:

	Rate/Hr
President & CEO:	$72.12
Director of Economic Development:	$51.44
Chief of Staff:	$33.65
Events Director:	$36.06
Business Development Director:	$36.06
Marketing Consultant:	$100

SECTION C: Signature Submittal

1. DISCLOSURE INFORMATION

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

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

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

____X____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, 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 anytime 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: Fayetteville Chamber of Commerce

Primary Contact: Jennifer Irwin Title of Primary Contact: President & CEO

Phone#l (cell preferred): 479-957-8820 Phone#2: 479-345-8951 direct line

E-Mail Address: jirwin@fayettevillear.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

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: Fayetteville Chamber of Commerce

PHYSICAL ADDRESS: 21 West Mountain, Suite 300, Fayetteville AR 72701

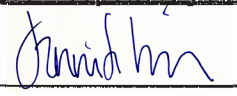
MAILING ADDRESS: P O Box 4216, Fayetteville AR 72702-4216

TAX ID#: 71-0055415 AR. SECRETARY OF STATE FILING#: 100018957

PHONE: 479-521-1710 FAX: N/A

E-MAIL: jirwin@fayettevillear.com

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

SIGNATURE: 

PRINTED NAME: Jennifer Irwin

TITLE: President & CEO DATE: 10/30/25

END OF RFP DOCUMENT

Chamber
FAYETTEVILLE

21 W Mountain St, Fayetteville, AR 72701 • (479) 521-1710

CITY OF FAYETTEVILLE ARKANSAS

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

RFP (REQUEST FOR PROPOSAL)

RFP 25-24, Core Economic Development Consulting Services

DEADLINE: Thursday, October 30, 2025 before 2:00 PM, local time
SR PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 10/12/2025

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

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

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

City of Fayetteville, AR
Request for Proposal
RFP 25-24, Core Economic Development Consulting Services

The City of Fayetteville is accepting proposals from qualified firms to provide contract consulting services in the areas of core economic development including business and industry engagement, employer recruitment, workforce development, and marketing and promotion. Any questions regarding this RFP shall be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or (479) 575-8258.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, October 30, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Procurement Division. All proposals are due before the time stated. No late proposals shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

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

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

City of Fayetteville
By: Kenny Fitch, Sr Procurement Agent
479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10/12/2025
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX

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

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

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

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

   d. Submittal Instructions: Proposers shall go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal 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 Procurement Division.

      i. Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. 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.

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

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

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

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

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

j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Procurement 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 Procurement Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

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

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

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

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

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

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

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

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

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

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

5. EVALUATION CRITERIA:

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

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

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

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Procurement Division at (479) 575-8256 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 Procurement Division BEFORE the deadline stated.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

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

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

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

18. CERTIFICATE OF INSURANCE:

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

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Procurement Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

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

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

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

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

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

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

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

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

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

Proposers shall use the original RFP form(s) provided by the Procurement Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or

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

27. OTHER GENERAL CONDITIONS:

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

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

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

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

e. Any uncertainties shall be brought to the attention to 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 Proposers to be on equal terms.

f. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

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

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

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

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

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

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville ("City") is seeking proposals from qualified consultants ("Proposers") with demonstrated expertise in core economic development strategies. This initiative is aimed at reimagining how the City engages with business and industry, builds and supports the City's targeted industry clusters, and promotes Fayetteville as a leading destination for investment and job creation. The selected consultant will help develop and implement modern approaches that break traditional molds, fostering programs and strategies that are proactive, data-driven, and value access, innovation, and partnership.

The City of Fayetteville intends to enter a one-year contract with the selected consultant, with an option to renew for five (5) additional one (1) year terms.

2. BACKGROUND:

Nestled in the Ozark Mountains of Northwest Arkansas, Fayetteville is the county seat of Washington County, the state's second-largest city, and one of its fastest-growing communities. Home to the flagship University of Arkansas campus with more than 34,000 students, Fayetteville is a diverse city of families, students, artists, professionals, entrepreneurs, and outdoor enthusiasts who share a strong sense of community and place.

Fayetteville is recognized as a center of creativity, innovation, and culture and has long maintained a resilient employment base. Supporting an environment where business and industry can thrive—and where new jobs are created—remains one of the City's top economic development priorities.

The City's Economic Development Department is currently implementing the Economic Development Master Plan, which emphasizes the expansion of Fayetteville's targeted industry sectors and raising median household income through the creation of new employment opportunities and workforce development initiatives.

3. SCOPE OF WORK:

The selected economic development consultant will be a member of the City of Fayetteville's economic development delivery team; responsible for forging a strong working relationship between the City of Fayetteville and industry.

These deliverables will be defined through explicit terms and performance metrics and are to be finalized during contract negotiations. Finalized contract performance measures shall be used for consultant evaluation throughout the term of the contract. The City of Fayetteville is seeking consulting assistance to deliver the following:

a. **Design and Deploy Innovative Business and Industry Engagement and Programming Opportunities**

   i. *Industry and Community Engagement Opportunities.* The City seeks to create intentional engagement and programming opportunities that strengthen connections between the City, the community, and local industry. These efforts should foster meaningful interaction with various municipal divisions, open new avenues for collaboration and coordination, and encourage

innovative approaches that extend beyond traditional meeting formats. The City envisions creative, forward-thinking opportunities that enhance partnership, support mutual goals, generate strong attendance, and drive long-term economic collaboration and growth.

ii. *Lead and aid in the City's Business Retention and Expansion Program.* The selected consultant shall assist in the deployment and delivery of the newly overhauled Business Retention and Expansion (BRE) program. The City is seeking an external partner to conduct these services in order to generate more authentic and timely feedback from the business community. This feedback will help inform policy decisions, improve municipal services, and support the Economic Development Department in proactively implementing the City's Land Use Plan and forthcoming Downtown Master Plan through strategic collaboration with the private sector.

- This program needs to be designed to enable the City to better serve the needs of local employers, strengthen Fayetteville's employment economy, and enhance the City's reputation as a trusted partner to industry. The selected consultant will gather actionable feedback from businesses through statistically valid surveys, formal site visits, and other engagement methods. Working closely with the Department of Economic Development, the consultant will help refine and finalize the BRE program, which has been identified as a critical initiative for driving future job and wage growth in Fayetteville.

b. Implement a Proactive Industry/Employer Recruitment and Targeting Efforts

i. *Targeted Industry Sector Recruitment and Support*. The selected consultant shall lead the City's proactive industry and employment recruitment efforts. The consultant will design and implement a research-driven, disciplined process that integrates marketing, relationship-building, and strategic outreach to generate measurable outcomes within Fayetteville's targeted industry sectors. In addition, the consultant will support the City's collaboration with regional and state partners, including the Northwest Arkansas Council and the Arkansas Economic Development Commission, on employment projects that advance Fayetteville's economic growth priorities.

ii. *Industry Cluster and Sub-Cluster Analysis, Policy Development, and Support*. As part of the City's proactive industry recruitment efforts, the selected consultant will conduct annual analyses of industry clusters and sub-clusters to identify high-value market segments that Fayetteville's Economic Development team should prioritize for targeted outreach and recruitment. In addition, the City intends for the selected consultant to host industry-focused initiatives—such as policy sprints, site visits, and liaison programs—designed to grow and strengthen Fayetteville's industry clusters and foster deeper collaboration with key partners.

iii. *Commercialization, Research, and Innovation Business Cluster Growth*. The selected consultant shall provide specialized support aimed at strengthening private-sector collaboration with higher education and industry partners. The selected consultant will work closely with key organizations such as the University of Arkansas, the Arkansas Research and Technology Park, and the University of Arkansas Technology Development Foundation. The scope of work will focus on assisting with the scaling and commercialization of research, while also supporting employer attraction efforts that leverage the robust assets and innovation ecosystem anchored by these institutions.

c. Provide Technical Assistance and Support to the City of Fayetteville

i. *Economic Impact Analysis and Revenue Estimates.* The selected consultant shall provide technical assistance for the development of economic impact analyses of both private and public sector projects on an as-needed basis. In addition, the City intends to partner with the selected consultant to refine and deploy revenue and return-on-investment (ROI) models that support decision-making for municipal infrastructure and investment projects. The selected consultant will work closely with the Department of Economic Development to develop and maintain accurate revenue projection models that inform long-term planning and policy decisions. This includes cross-organization data-sharing of industry and economic data sets.

ii. *Implementation of Fayetteville's Economic Development Master Plan.* The selected consultant shall support the implementation of the City's Economic Development Master Plan, with a focus on business and industry, workforce development, economic mobility, and community development- working towards the primary goal of raising the median household income for Fayetteville residents. This work includes, but is not limited to, assisting in the implementation of the following strategies within the Economic Development Master Plan:

- Deploy a proactive employer expansion and attraction program to create high quality jobs paying living wages.
- Deploy a proactive talent retention and attraction program to connect workers with employers offering jobs paying living wages in target industries.
- Expand skilled trade training, certification programs, pre-apprenticeships focused on recruiting and mentoring resident populations underrepresented in professions, and U.S. Department of Labor registered apprenticeship programs.
- Align labor supply with industry demand through expanded career and technical education options within Fayetteville Public Schools.
- Enable pathways to prosperity, meaningful careers, and living wages for residents who face barriers to employment.
- Pursue targeted policies to induce housing production and meet the needs of cost-burdened low- and middle-income renters.
- Advance the creation of quality places by prioritizing the development of complete neighborhoods, strategically leveraging city-owned assets, and championing quality urban design.

iii. *Industry Engagement in Cross-Divisional Municipal Planning Efforts.* The selected consultant shall assist the City in ensuring that businesses, industries, and their workforces are represented and actively involved in cross-divisional initiatives. The City seeks to ensure that industry sectors not only feel heard but also valued, with their input meaningfully incorporated into broader municipal efforts beyond economic development.

iv. *Placemaking and Residential Development Support and Advocacy*. Given the significant need for workforce housing to support Fayetteville's employment base, as well as the substantial municipal revenue generated from high-density and diverse housing types that serve the City's growing population, the selected consultant shall assist with advocacy, education,

implementation, and adoption of municipal and legislative initiatives aimed at bolstering housing and job production, along with the infrastructure necessary to support this growth.

v. *Reporting and Collaboration with the City on Communications to the Public*. Final contract terms will include reporting requirements and provisions for coordinating public communication regarding the contents of the contract.

d. Marketing and Promotion of Local Businesses

i. *Promotion and awareness of Fayetteville's Business Community.* The City of Fayetteville recognizes the importance of strengthening the visibility and competitiveness of its local business community. The selected consultant will develop and implement strategies that elevate Fayetteville's businesses through coordinated marketing, storytelling, and promotional campaigns.

- This work should highlight Fayetteville's unique business ecosystem, cultural assets, and entrepreneurial spirit. Strategies may include creating digital and print marketing materials, organizing promotional events and campaigns, leveraging regional and national media opportunities, and curating narratives that position Fayetteville's local businesses as central to the City's identity and economic vitality.
- The consultant will also be expected to collaborate with the City's Communications Department, Department of Economic Development, and regional partners to ensure alignment and amplification of promotional efforts.

4. ADDITIONAL DOCUMENTS AND INFORMATION:

The following documents are included as additional information for this RFP:

a. Appendix A – Economic Development Master Plan

5. PROPOSAL REQUIREMENTS:

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

a. *Methods and Approach* – Describe expected approach and identify each task. Describe the anticipated interaction with the City and a description of the method(s) which will be used to successfully accomplish the project. Provide a detailed timeline of the anticipated schedule for completing each task.
b. *Scope of Work/Deliverables* – Provide deliverables for the Scope of Work outlined by the City in this RFP.
c. *Qualifications and Experience* – Provide relevant information regarding previous experience related to developing similar projects or contracts completed on behalf of cities or counties within the State of Arkansas or for other public entities outside of Arkansas during the past five (5) years. References in relation to similar projects is required. Proposals shall also provide information for all entities in which they are presently or have been engaged with during the past five (5) years. All proposers shall

submit a minimum of three (3) governmental references, with work relationships within the past five (5) years.

i. Provide in this section, the company's primary business interest and/or operations including any affiliations.

d. *List of Project Personnel* – Proposer shall provide a description of its staff and work force that will be assigned to effectively facilitate the requirements of this project. This description shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities. It is the desire of the City that senior level strategic input is provided at all stages of the project.

i. Resumes shall be no more than two pages (a page being defined as a single sided document), and shall include, at a minimum:

- Position title for each person assigned to this project;
- Tenure with Proposer for each person assigned to this project;
- Education of each person;
- Experience of each person;
- Estimated number of hours for each person assigned to this project;
- Total billable hourly rate for each person assigned to this project;
- Any other pertinent information related to this project

e. *Availability* – Proposers shall describe the availability of project personnel and company to participate in this project in the context of the Proposer's other commitments.

f. *Listing of all Fees* – Proposer shall clearly itemize and provide a list of all fees to cover the requested scope of work and deliverables. Proposer shall also provide an hourly rate for any additional work which is not included in the scope of work.

i. Fee proposal shall clearly set forth the basis for the time and fees to be charged for the work proposed and at a minimum should contain the following information:

- Estimate of the number of hours to complete scope of services
- Hourly rates for performing such services as indicated above
- Any and all costs associated with this study including any tools to be used
    1. This shall include any software fees as well as applicable annual maintenance fees. Software pricing (initial fees and ongoing) shall include the City being able to stay on the most up to date version of the software.
- Total firm fixed cost to complete this study, including a payment schedule
- Annual pricing for market updates, if so desired for completion by the City

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

6. CONTRACT FORMATION:

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

7. CONTRACT ADMINISTRATION:

The Contract Administrator for this Request for Proposal (RFP) shall be the City of Fayetteville's assigned Project Manager. The City's selected Project Manager will:

a. Provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions.

b. Manage issues which may arise as to quality and acceptability of services performed.

c. Shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services which these quantities represent.

d. Serve as the point-of-contact for developing contract changes and amendments to be approved by City of Fayetteville.

e. Shall act as City of Fayetteville's Representative during the execution of any subsequent contract and related amendments. All questions arising, subsequent to contract award, shall be addressed to the Purchasing Division.

8. SELECTION CRITERIA:

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

1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors and/or subconsultants, if used, shall be listed with information on their organization.

2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. This will include but not be limited to quality of representative projects and financial capacity to complete and deliver the project.

3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 20% **Cost/Fees:** Proposer shall provide a total listing of any fee the City could be charged. A fee shall be included for the presented scope of work as well as any other additional fee(s). All fees shall be clearly identified with RFP response and be itemized as much as possible.

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

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

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

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

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

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION

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

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

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

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

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

PHONE: _____ FAX: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

END OF RFP DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2538

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

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

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

SUBJECT: **Agreement with Downtown Fayetteville Coalition**

RECOMMENDATION:
Staff recommends approval of a Services Agreement between the City of Fayetteville and the Downtown Fayetteville Coalition (DFC) for a three-year term (January 1, 2026 – December 31, 2028).

BACKGROUND:
Since 2023, the DFC has emerged as a central partner in the continued development and vitality of Downtown Fayetteville. Initially supported through an agreement with the Fayetteville Advertising and Promotion Commission, the DFC has grown into an established nonprofit organization representing and supporting downtown businesses, promoting events and activations, and coordinating closely with the City on issues related to the City's downtown.

In late 2025, the City began work to consolidate its various partnerships and agreements with DFC into a single unified scope of services reflecting the Coalition's maturation as an independent nonprofit. The proposed 2026–2028 agreement formalizes this relationship directly between the City and DFC, replacing the previous pass-through structure with Experience Fayetteville.

DFC's work is closely aligned with the goals outlined in the Economic Vitality Master Plan, the Arts & Culture Plan, and the forthcoming Downtown Plan, and supports the City's long-term strategy for a vibrant, economically resilient downtown.

DISCUSSION:
Under the proposed agreement, DFC will provide the services outlined in Exhibit A, including:

- Serving as the primary liaison for downtown business and resident concerns
- Convening quarterly stakeholder coordination meetings with businesses, residents, and City staff
- Producing the three major downtown festivals with a combined attendance target of 20,000+ annually
- Administering all aspects of the Outdoor Refreshment Area (ORA), including registration, signage, participant onboarding, legislative updates, and compliance communication
- Maintaining and updating downtown kiosks
- Supporting the City's long-range and downtown planning efforts
- Submitting an Annual Report each December documenting accomplishments and event metrics

The agreement structure mirrors the prior agreement, and reflects the Coalition's new status as an independent organization and the City's shift to a direct partnership model.

BUDGET/STAFF IMPACT:
The agreement authorizes funding **up to $175,000 annually** (not to exceed $525,000 total over three years). Annual funding is contingent upon budget approval by the Fayetteville City Council and completion of deliverables as outlined in Exhibit A.

Funding for this agreement is sourced from:

GL Account Number	Project	Description	Amount
2130.430.9131-5711.05	N/A	Parking	**$150,000**
1010.520.0710-5315.00	N/A	Parks, Natural Resources & Cultural Affairs (Arts & Culture Division)	**$15,000**
4470.090.8900-5315.00	24003.1	Long-Range Planning project funds	**$10,000**

ATTACHMENTS: 3. Staff Review Form, 4. 2025-2538 Final Downtown Fay Coalition Agreement

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

File #: 2025-2538

A RESOLUTION TO APPROVE A SERVICES AGREEMENT IN THE AMOUNT OF $175,000.00 ANNUALLY WITH THE DOWNTOWN FAYETTEVILLE COALITION FOR A THREE-YEAR TERM

WHEREAS, since 2023, the Downtown Fayetteville Coalition (DFC) has emerged as a central partner in the continued development and vitality of Downtown Fayetteville; and

WHEREAS, the DFC has grown into an established nonprofit organization representing and supporting downtown businesses, promoting events and activities, and coordinating closely with the City on issues related to the City's downtown; and

WHEREAS, the City has begun to consolidate its various partnerships and agreements with DFC into a single unified scope of services reflecting the Coalition's maturation as an independent nonprofit; and

WHEREAS, the proposed agreement formalizes this relationship directly between the City and DFC, replacing the previous pass-through structure with Experience Fayetteville; and

WHEREAS, the DFC's work is closely aligned with the goals outlined in the Economic Vitality Master Plan, the Arts & Culture Plan, and the forthcoming Downtown Plan, and supports the City's long-term strategy for a vibrant, economically resilient downtown.

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 services agreement in the amount of $175,000.00 annually with the Downtown Fayetteville Coalition for a three-year term.

City of Fayetteville Staff Review Form

2025-2538

Item ID

12/16/2025

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

Joanna Bell	11/24/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Services Agreement between the City of Fayetteville and the Downtown Fayetteville Coalition (DFC) for a three-year term (January 1, 2026 – December 31, 2028).

Budget Impact:

2130.430.9131-5711.05 1010.520.0710-5315.00 4470.090.8900-5315.00; 24003.1	Parking General Sales Tax Capital
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	963,940.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	**963,940.00**
Does item have a direct cost?	Yes	Item Cost	$	175,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**788,940.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACT FOR SERVICES BETWEEN THE CITY OF FAYETTEVILLE ARKANSAS AND THE DOWNTOWN FAYETTEVILLE COALITION

WHEREAS, Downtown Fayetteville is the commercial, cultural, and social center of the city, home to the highest concentration of small businesses, restaurants, entertainment venues, and employers; and

WHEREAS, continued public and private investment in downtown support the City's long-term goals for economic vitality, placemaking, and quality of life; and

WHEREAS, the Downtown Fayetteville Coalition ("DFC") was formally launched in 2023 to serve as a dedicated nonprofit organization supporting downtown businesses, strengthening community engagement, advancing cultural initiatives, and partnering with the City on shared downtown priorities; and

WHEREAS, the City of Fayetteville seeks to enter a direct multi-year agreement with DFC to provide defined services that support downtown business vitality, public-realm stewardship, event activation, and engagement related to the City's adopted plans;

NOW, THEREFORE, this Contract is entered into by and between the **City of Fayetteville, Arkansas** ("City") and the **Downtown Fayetteville Coalition** ("DFC"), collectively referred to as the "Parties," in consideration of the mutual covenants set forth below:

A. Term
This Contract shall commence on January 1, 2026, and shall expire on December 31, 2028. The Contract may be extended upon written agreement of the City and DFC.

B. Scope of Work
DFC shall provide the services and reporting outlined in **Exhibit A**, attached hereto and incorporated herein by reference.

C. The City of Fayetteville's Rights and Responsibilities
The City shall make payments to DFC in an amount not to exceed $175,000 per year, after the City is satisfied, in its discretion, that the project deliverables for the applicable period have been met.

Funding for each year shall be contingent upon annual budget approval by the Fayetteville City Council and the City's satisfaction, in its discretion, that the project deliverables for the previous year have been met. If funds are not appropriated for any year, this Contract shall terminate at the end of the then-current term. If funds appropriated are less than the full amount contemplated by this Contract, then the parties shall agree upon amended project deliverables. In the event the parties are unable to reach an agreement on amended project deliverables, then the Contract shall be terminated at the end of the current month.

The Mayor of the City of Fayetteville, or the Mayor's designee, may serve as a voting representative to the DFC Board of Directors for as long as this Contract remains in effect.

D. Termination
This Agreement may be terminated by mutual consent of the parties. An agreement to terminate

must be in writing and signed by both parties. Any such termination is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

If either party fails to fulfill its obligations under this Agreement, the non-breaching party shall notify the breaching party in writing of the breach and allow thirty (30) days for the breaching party to cure the breach. If the party fails to cure the breach within thirty days, the non-breaching party may unilaterally terminate the agreement in writing at any time thereafter.

These termination provisions shall be supplemental to but shall not supersede the termination rights vested in the City of Fayetteville in Part **C** of this Agreement.

E. Amendment
Changes, modifications, or amendments in scope, price, or fees to this Contract shall not be allowed without a prior formal contract amendment approved by both parties in advance of any change in scope, cost, or fees.

F. Governing Law and Venue
This Agreement shall be construed according to the laws of the State of Arkansas, and all disputes arising out of this Agreement shall be brought in the Washington County Circuit Court.

G. Miscellaneous
No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless both parties first approve such transfer or assignment in writing.

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

If any part of this Agreement is found to be unconstitutional or otherwise unenforceable, the remaining provisions shall continue to be in full force and effect.

DOWNTOWN FAYETTEVILLE COALITION

Date: 11-25-25

By: _____

Kelly Rich, Executive Director

CITY OF FAYETTEVILLE, ARKANSAS

Date: _____

By: _____

Molly Rawn, Mayor

ATTEST:

By: _____

Kara Paxton, City Clerk-Treasurer

EXHIBIT A: Scope of Services
Downtown Fayetteville Coalition (DFC)
Term: January 1, 2026 – December 31, 2028
Funding: Up to $175,000 annually (not to exceed $525,000 total)

1. **Downtown Liaison & Stakeholder Engagement**
    a. Serve as the primary point of contact for downtown businesses, residents, and property owners regarding parking, mobility, construction impacts, beautification, and safety.
    b. Convene quarterly stakeholder coordination meetings with downtown businesses, residents, representatives from relevant City departments and community partners.

2. **Downtown Events & Activations**
    a. Produce a minimum of three major public events per calendar year with combined attendance ≥ 20,000 participants:
        i. *Strawberry Festival* (Spring – 10,000+, 2 days)
        ii. *Falltoberfest* (Fall – 10,000+)
        iii. *Phantasma—an art and light experience* (time tbd – 2,500+, 3+ days, contracting with at least 8 artists to create the event)
    b. Provide support to other permitted community events designed to activate downtown public spaces

3. **Public Realm Stewardship & Placemaking**
    a. **Downtown Kiosks:** Maintain and quarterly update all downtown kiosks (maps, directories, event listings)
    b. **Outdoor Refreshment Area (ORA)** Administration
        i. Administer the ORA program, including
            1. Participant registration, signage distribution, and annual compliance communication.
            2. Orientation for new participants
            3. Management of legislative or boundary amendments
            4. Engagement with City Council on policy updates.
        ii. Coordinate with City staff and the Police Department to monitor and document compliance.
        iii. Provide an annual ORA participation report to the city.
    c. **Placemaking Enhancements**
    Coordinate and implement small-scale beautification or placemaking enhancements (planters, seasonal décor, temporary lighting, façade grants, other pilot programs).

4. **Strategic Plan Implementation & Downtown Engagement**
    a. Lead or support identified actions from the Economic Vitality Master Plan and Arts & Culture Master Plan related to downtown activation, business support, and creative placemaking.

b. Participate in City-led committees and working groups related to downtown development.
c. Provide engagement support to long-range and other planning processes, including:
    i. Assisting with City-led public workshops and focus meetings (1-2 annually) by coordinating venues and basic logistics
    ii. Hosting occasional (2-6 annually) informal engagement sessions (downtown business engagement pop-ups) in collaboration with City staff
    iii. Deploying staff for public input support at events
    iv. Coordinating email and digital communications with downtown stakeholders to share City updates and gather feedback.

5. **Reporting**
    a. Maintain current data on downtown business activity/interests and broader public event attendance.
    b. Submit an Annual Report each December including:
        - Summary of activities and accomplishments;
        - Event and attendance metrics;
        - Economic-impact estimates;
        - Financial statement of City funds and leveraged partner funding; and
        - Work plan for the following year.

Accountability/Performance Measures

Downtown Liaison & Stakeholder Engagement:
- Four stakeholder meetings per year with quarterly summaries.

Events and Activations:
- Attendance growth year over year (+10% minimum annually).
- Vendor/sponsor growth (+15% annually).
- At least three formal community partners per festival
- Documented safety, accessibility and waste-diversion plans for each event
- Positive community sentiment (measured in press, social media activity, surveys, etc.)

Public Realm Stewardship and Placemaking:
- ORA report annually; documentation of participant orientations and legislative actions as needed.
- Kiosks updated quarterly.
- Report on placemaking activities with at least 2 enhancements achieved a year

Reporting:
- Annual Report submitted by December 31 each year.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2418

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **RFQ 25-15 Architectural Contract for Animal Services Facility with Rania Alomar Architect, Inc and Budget Adjustment**

RECOMMENDATION:
Approval of RFQ 25-15 Architectural Contract for design of an Animal Services Facility to Rania Alomar Architect, Inc. dba RA-DA. This is a phased contract with the pre-bond Phase in the amount of $180,235.00, and a budget adjustment.

BACKGROUND:
Ordinance 6920 was passed on October 21, 2025, calling for a special election in March 2026 on the question of issuing Sales and Use Tax Capital Improvement Bonds. One of the bond questions that is going to the voters in 2026 is for financing the design, construction, and equipping of a new animal services facility. This will replace the existing animal services facility that has been in use for over 50 years.

In October 2024, Shelter Planner of America completed a feasibility study for the Animal Services Division in order to provide guidance on future animal shelter facility needs. Pre-construction, programming, evaluation of potential sites, and conceptual design work is now needed on this project.

DISCUSSION:
This is a multi-year phased contract with Pre-Bond Phase to include refining of programming, site evaluations and conceptual design of the facility. 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. If the bond initiative is not successful, the work product received from this contract will still be needed for replacement of the Animal Services Facility when alternative funding becomes available.

BUDGET/STAFF IMPACT:
Funding will be allocated from:
25006.2501 Animal Services Facility—Pre-construction
4470.671.8900-5860.02 Capital Prof Services Architectural

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFQ 25-15 Animal Services Architectural Services RA-DA, 6. RFQ 25-15 Appendix A, 7. RFQ 25-15, Appendix B - City Issued RFQ, 8. RFQ 25-15, Appendix C - Rania Alomar's Submittal

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

File #: 2025-2418

A RESOLUTION TO AWARD RFQ 25-15 AND SIGN A CONTRACT WITH RANIA ALOMAR ARCHITECT, INC. FOR THE DESIGN OF THE ANIMAL SERVICES FACILITY IN THE AMOUNT OF $180,235.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Shelter Planner of America completed a feasibility study for the Animal Services Division in October 2024; and

WHEREAS, on October 21, 2025, City Council passed Ordinance 6920 for sales tax improvement bonds that included question 4 – Animal Services Facility Bonds; and

WHEREAS, this is a multi-year phased contract with Pre-Bond Phase to include refining of programming, site evaluations and conceptual design of the facility.

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 25-15 and authorizes Mayor Rawn to sign a contract with Rania Alomar Architect, Inc. for the design of the Animal Services Facility in the amount of $180,235.00.

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

City of Fayetteville Staff Review Form

2025-2418

Item ID

12/16/2025

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

Wade Abernathy	11/19/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of RFQ 25-15 Architectural Contract with Rania Alomar Architect, Inc. for design of an Animal Services Facility in the amount of $180,235.00 and approval of a budget adjustment.

Budget Impact:

4470.671.8900-5860.02	Sales Tax Capital
Account Number	Fund
25006.2501	Animal Services Facility - Pre-construction
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	180,235.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	180,235.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of RFQ 25-15 Architectural Contract with Rania Alomar Architect, Inc. for design of an Animal Services Facility in the amount of $180,235.00.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2418**

Holly Black
11/19/2025 10:56 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.20251027

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4470.671.8900-5860.02	180,235	-	25006	2501	EX	Capital Prof Svcs - Engineering/Architectura
4470.671.8900-5804.00	(26,998)	-	14002	2501	EX	Building Costs
4470.671.8900-5400.00	(139,030)	-	14002	1	EX	Building & Grounds - Maintenance
4470.140.8900-5400.00	(14,000)	-	14002	1	EX	Building & Grounds - Maintenance
4470.140.8900-5301.00	(207)	-	14002	1	EX	Public Notification
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

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 **Rania Alomar Architect, Inc. dba RA-DA** (hereinafter called Architect or **Rania Alomar**).

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 **Rania Alomar** in consideration of their mutual covenants agree as follows:

Rania Alomar shall serve as the professional 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 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 **Rania Alomar.**
    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 25-15, Animal Services Facility Design
        iii. **Appendix C**: **Rania Alomar's** Response to RFQ 25-15
        iv. **Appendix D**: **Rania Alomar's** Certificate 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, 113 W. Mountain St., Fayetteville, AR 72701
    b. Rania Alomar Architect, Inc. dba RA-DA, 7523 Norton Avenue, West Hollywood, CA 90046

4. **Fees, Expenses, and Payments:**
    a. The Fee Schedule shall be followed as defined in **Appendix A.**
    b. **Rania Alomar** 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.**
    c. 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 **Rania Alomar** 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.

d. 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 **Rania Alomar'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 **Rania Alomar** 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.

e. 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, **Rania Alomar** 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 **Rania Alomar** 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 **Rania Alomar** 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 Architect:** If **Rania Alomar** 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, **Rania Alomar** will not receive a fee for work associated with the Change Order.

9. **Insurance: Rania Alomar** 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, **Rania Alomar** 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, **Rania Alomar** 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. **Rania Alomar** 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: Rania Alomar** 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

RA

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 **Rania Alomar** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **Rania Alomar** 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 **Rania Alomar**.

11. **Responsibility of the City of Fayetteville**: CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Rania Alomar**:
    a. Provide full information as to the requirements for the Project.
    b. Assist **Rania Alomar** by making available all available information pertinent to the assignment including previous reports and any other data relative thereto.
    c. Assist **Rania Alomar** 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 **Rania Alomar** and render in writing decisions pertaining thereto.
    e. Review all documents and provide written comments to **Rania Alomar** in a timely manner.
    f. The City of Fayetteville's Bond Projects and Construction Director is the project representative with respect to the services to be performed under this Agreement. The Bond Projects and Construction 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.

12. **Cost Opinions and Projections:** Cost opinions and projections prepared by the **Rania Alomar** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **Rania Alomar's** experience, qualifications, and judgment as a design professional. Since **Rania Alomar** 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, **Rania Alomar** does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by **Rania Alomar**.

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

d. If termination for default is affected by **Rania Alomar**, 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 **Rania Alomar** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Rania Alomar** relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action, **Rania Alomar** 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 **Rania Alomar** 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 **Rania Alomar** to fulfill contractual obligations, it is determined that **Rania Alomar** 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 **Rania Alomar** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond reasonable control, **Rania Alomar** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Rania Alomar** in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by **Rania Alomar**, 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: Rania Alomar'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 **Rania Alomar** 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 **Rania Alomar** 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 **Rania Alomar** 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 **Rania Alomar** 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 **Rania Alomar** 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 **Rania Alomar** for services rendered by **Rania Alomar**.

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

20. Indemnification: **Rania Alomar** shall indemnify , but not defend, 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 **Rania Alomar**, any person employed by **Rania Alomar**, or anyone for whose acts **Rania Alomar** is legally liable in the performance of professional services for the City pursuant to this Contract.

RA

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 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:** **Rania Alomar** 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. **Rania Alomar** 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. **Rania Alomar** 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 **Rania Alomar** as part of the Work shall become the property of CITY OF FAYETTEVILLE when **Rania Alomar** has been compensated for all Services rendered, provided, however, that **Rania Alomar** shall have an unrestricted perpetual license right to their use. **Rania Alomar** 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 **Rania Alomar**. The City's ownership and license under this Agreement extend only to the Project identified herein. The City shall not use or permit the use of the Architect's Instruments of Services, in whole or in part, on any other project or for any purpose other than completion, maintenance, renovation, or expansion of the Project, without the Architect's prior written consent. Any unauthorized use shall be at the City's sole risk and without liability or legal exposure to the Architect, its consultants, or employees.

    c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Rania Alomar** 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 Rania Alomar Architect, Inc.:**

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

25. Audit and Access to Records:

a. Rania Alomar 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. Rania Alomar shall also maintain the financial information and data used by Rania Alomar 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. Rania Alomar 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 Rania Alomar;

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. Rania Alomar 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 Rania Alomar for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement

RA

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 **Rania Alomar** or any of **Rania Alomar'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 **Rania Alomar** 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 **Rania Alomar** as it could pursue in the event of a breach of the Agreement by **Rania Alomar**. 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 **Rania Alomar** incurs in providing any such gratuities to any such officer or employee.

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

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **RANIA ALOMAR ARCHITECT, INC. DBA RA-DA**, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	RANIA ALOMAR ARCHITECT, INC. DBA RA-DA
By: _____	By: _____
MOLLY RAWN, MAYOR	SIGNATURE OF AUTHORIZED SIGNER
ATTEST:	
By: _____	RANIA ALOMAR, PRESIDENT.
Kara Paxton, City Clerk	PRINTED NAME AND TITLE
Date Signed: _____	Date Signed: 11.12.2025.

RA

RA-DA

FAYETTEVILLE ANIMAL CARE CENTER

11/18/2025

AE FEE SUMMARY AND BREAKDOWN PER PHASE
Based on projected Construction Cost of $15M

PHASE 1 : PRE-BOND SERVICES

Discipline	Firm Name	PREDESIGN - SITE SELECTION	PROGRAMMING & CONCEPT DESIGN	OUTREACH	NA	NA	NA	FEE	REIMB
Architect	RA-DA	$36,000	$78,240	$9,200				**$123,440**	$6,000
Outreach	Velocity Group			$25,000				**$25,000**	
Civil Engineer	DCI	$2,500	$8,500	$1,000				**$12,000**	
Structural Engineer	ECI		$4,875					**$4,875**	
MEP Engineer	Prigm		$2,500					**$2,500**	
Sustainability / LEED	Entegrity	$2,000	$4,420					**$6,420**	
		$40,500	*$98,535*	*$35,200*	*$0*	*$0*	*$0*	**$174,235**	$6,000
							SUBTOTAL :	**$180,235**	

PHASE 2 : FULL A/E SERVICES

Discipline	Firm Name	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID / PERMITTING	CONSTRUCTION ADMINISTRATION	LEED CA	FEE	REIMB
Architect	RA-DA	$111,120	$198,800	$238,560	$37,280	$156,000	$29,600	**$771,360**	$20,000
Renderings (3 - optional)	RA-DA	$15,000						**$15,000**	
Outreach	RA-DA	$17,600						**$17,600**	
Onsite support (CA)	ECI					$25,200		**$25,200**	
Civil Engineer	DCI	$10,500	$14,000	$28,000	$3,500	$14,000	$8,000	**$78,000**	$1,000
Landscape Architect	DCI	$5,250	$7,000	$14,000	$1,750	$7,000		**$35,000**	
Structural Engineer	ECI	$14,625	$24,375	$29,250	$4,875	$19,500		**$92,625**	
MEP Engineer	Prigm	$22,425	$44,850	$52,325	$7,475	$22,425	$14,500	**$164,000**	
AV / IT / technology drawings	WSP		$10,000	$65,000		$5,000		**$80,000**	
Specifications	KM Consulting			$47,700				**$47,700**	
Sustainability / LEED + USGBC Fees	Entegrity	$4,560	$15,420	$15,420	$1,800		$38,220	**$75,420**	$4,825
Sustainability / Fundamental Cx	Entegrity	$4,620		$8,435			$36,245	**$49,300**	
Sustainability / Modeling (Daylight and Energy)	Entegrity	$15,120	$10,560	$12,240				**$37,920**	
QA	D7 Envelope	$3,500.00	$5,500.00	$9,500.00		$29,000.00		**$47,500**	
		$224,320	*$330,505*	*$520,430*	*$56,680*	*$278,125*	*$126,565*	**$1,536,625**	$21,000
							SUBTOTAL :	**$1,557,625**	

Additional Services	Firm Name	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID / PERMITTING	CONSTRUCTION ADMINISTRATION	LEED CA	FEE	REIMB
Sustainability / Enhanced Cx	Entegrity			$1,000			$11,260	**$12,260**	
Outreach (Phase 2)	Velocity Group		$36,000			$28,751		**$64,751**	
Outreach - Celebration Event (Ribbon Cutting or Grand Opening)	Velocity Group					$28,751.00		**$28,751**	$5,000.00
								$110,762.00	

TOTAL, ALL ITEMS : $1,848,622.00

RA-DA

PROJECT: Fayetteville Animal Care Center 11.15.2025

PHASE:	*HRS TALLIED*	FEE
PREDESIGN - SITE SELECTION	*160*	$36,000
PROGRAMMING & CONCEPT DESIGN	*384*	$78,240
OUTREACH (Pre Bond)	*40*	$9,200
SCHEMATIC DESIGN	*576*	$111,120
OUTREACH (Post Bond)	*88*	$17,600
DESIGN DEVELOPMENT	*1040*	$198,800
CONSTRUCTION DOCUMENTS	*1248*	$238,560
BID / PERMITTING	*188.8*	$37,280
CONSTRUCTION ADMINISTRATION (12 Months +1 close out)	*1040*	$156,000
LEED CA	*152*	$29,600
	RA-DA TOTAL FEE	**$912,400**

Summary Breakdown:

RA-DA BASE FEE	*$820,000*
RA-DA Supplemental Fee	*$92,400*

RA-DA

PROJECT: Fayetteville Animal Care Center

PHASE ONE:

PREDESIGN - SITE SELECTION

Review 3-4 site options with consultant team and client.
Prepare preliminary study of each site to analyze pros and cons.
Study Code and Zoning requirements
Prepare Matrix that grades sites based on agreed upon values.

PROGRAMMING & CONCEPT DESIGN

PART 1:
Review existing program and add any missing uses that need to be included.
Diagram scale of different spaces and adjacencies.
Look at program diagram against site selections to determine 'front' 'back', entry points, staff and public parking and loading areas (general site approach) for each site in very broad strokes.
PART 2:
Once site is selected develop 2-3 concepts for approach of building. These may differ in aesthetics and in planning approach. Gather input from consutants on key elements such as sustainability that have a large impact on the design early on. The intent is to study possible solutions to determine an approach that achieves concensus. Prepare zoning adn code analysis for the site and project.
Meet with Client Group to determine direction and develop that scheme (or might be a combination of schemes).
PART 3:
Develop Concept level scheme. This will include site diagram, planning diagram, building sketches of exterior and key spaces if relevant. Gather ideas/ palette image board to show the direction of development.
Prepare presentation package that can be used for stakeholders and outreach presentations and materials.
Review with consultants for input. Provide preliminary plans for cost estimator to aid in budget allocation.

OUTREACH (Pre Bond)

Work with Velocity Group and City on crafting message and package for outreach materials. Attend key workshops with community groups. (up to 3)

PHASE TWO:

SCHEMATIC DESIGN

Develop Concept scheme in three dimensions and refine program and planning.
Develop Schematic Drawings to depict overall scheme. Coordinate Consutlant input and incorporate building systems such as approach to mechanical systems and structural systems.
Design Workshops with Client Group.
Study design approach with Sustainability Consutlant.
Floor plans, massing studies, and site layouts are refined to illustrate how the shelter will function for staff, animals, and the community. We establish preliminary material palettes, interior design direction, and furniture, fixtures, and equipment (FF&E) strategies.
Complete Zoning and Code analysis and begin any early submittals (special Permit or CUP).

OUTREACH (Post Bond)

Work with Velocity Group and City on continuing community outreach. Update package for outreach materials.
Attend key workshops with community groups. (up to 3)

DESIGN DEVELOPMENT

We continue to develop the design and work closely with consultants and engineers.

In Design Development, the building systems, materials, and details are advanced and coordinated across all disciplines. Interior layouts, finishes, lighting, and custom components are defined, and FF&E selections are refined to support durability, animal welfare, and operational efficiency. Exterior design—including structure, envelope, and site features—is detailed for performance and aesthetics. Also early discussions of signage and branding to support an efficient and welcoming facility.

Regular Design Workshops with Client Group.

CONSTRUCTION DOCUMENTS

During the Construction Documents phase, we translate the fully developed design into a complete, coordinated set of drawings and specifications suitable for bidding and construction. This includes detailed architectural, interior, and engineering information as well as comprehensive FF&E schedules and signage documentation. The focus is accuracy, clarity, and constructability to support competitive pricing and minimize changes during construction.

We coordinate with the entire Consultant team including our specifications writer.

We prepare presentations and workshops at regular intervals to allow the City and Stakeholders to weigh in on all issues and design decisions.

BID / PERMITTING

In the Bid and Permitting phase, we assist the City and CM in responding to contractor questions to ensure accurate bids. We update the Contract Documents accordingly. Simultaneously, we coordinate with local authorities to secure all required permits and approvals, responding to agency comments and providing any necessary revisions. Our goal is a smooth, timely path from design into construction.

CONSTRUCTION ADMINISTRATION

During Construction Administration, we remain closely involved to ensure the project is built in accordance with the design intent and contract documents. This includes reviewing submittals, responding to RFIs, performing site visits, and coordinating with the contractor and City representatives. We also review FF&E installation, signage placement, and final interior details to ensure the completed animal shelter delivers the quality, functionality, and experience envisioned from the outset.

(12 months construction + 1 month close out)

LEED CA

Working with Entegrity Group, we will provide the required materials for LEED submission and help coordinante with team input on all LEED points.

RA-DA

PROJECT: Fayetteville Animal Care Center

11.13.2025

Projected Sheet List - Architectural (To be updated during Design and Documents p

Sheet NO.	Sheet Name
G0.01	COVER SHEET
G0.02	SHEET LIST
G0.03	BUILDING CODE SUMMARY
G0.10	CONDITIONS OF APPROVAL
G0.20	EGRESS SUMMARY & DIAGRAM
G0.21	ACCESSIBLE SITE PLAN
A0.01	GENERAL ARCHITECTURAL INFORMATION
A0.02	TYPICAL ACCESSIBLE DETAILS
A0.20	OVERALL SITE PLAN
A0.21	ENLARGED SITE PLAN - PARKING
A0.22	ENLARGED SITE PLAN - PARKING
A0.23	ENLARGED SITE PLAN - YARDS
A0.24	ENLARGED SITE PLAN - YARDS
A0.25	ENLARGED SITE PLAN - TRASH
A0.26	ENLARGED SITE PLAN - LOADING
A0.27	ENLARGED SITE PLAN -
A0.28	ENLARGED SITE PLAN -
A0.29	ENLARGED SITE PLAN -
A0.40	SITE SECTIONS
A0.41	SITE SECTIONS
A0.42	SITE SECTIONS
A0.43	SITE SECTIONS
A0.50	SITE / FENCE ELEVATIONS
A0.51	SITE / FENCE ELEVATIONS
A0.52	SITE / FENCE ELEVATIONS
A0.53	SITE DETAILS
A0.54	SITE DETAILS
A0.55	SITE DETAILS
A1.00	OVERALL GRID PLAN
A1.01	OVERALL ACOUSTICS PLAN
A1.02	EDGE OF SLAB
A1.03	EDGE OF SLAB
A1.04	EDGE OF SLAB
A1.10	OVERALL FLOOR PLANS
A1.11	OVERALL ROOF PLAN

A1.20	ENLARGED PLAN
A1.21	ENLARGED PLAN
A1.22	ENLARGED PLAN
A1.30	DIMENSION PLAN
A1.31	DIMENSION PLAN
A1.32	DIMENSION PLAN
A1.40	ENLARGED PLAN - 1/4" SCALE
A1.41	ENLARGED PLAN - 1/4" SCALE
A1.42	ENLARGED PLAN - 1/4" SCALE
A1.43	ENLARGED MEDICAL FLOOR PLAN
A1.44	ENLARGED SUPPORT FLOOR PLAN
A1.45	ENLARGED RESTROOM PLANS
A1.46	ENLARGED PREP, PANTRY & GROOMING PLANS
A2.00	EXTERIOR ELEVATIONS
A2.01	EXTERIOR ELEVATIONS
A2.02	EXTERIOR ELEVATIONS
A2.03	EXTERIOR ELEVATIONS
A2.04	EXTERIOR ELEVATIONS
A2.10	EXTERIOR ELEVATIONS - DETAIL
A2.15	EXTERIOR COLOR ELEVATIONS / VIEWS
A2.20	COMPREHENSIVE MOCKUP
A3.00	BUILDING SECTIONS
A3.01	BUILDING SECTIONS
A3.02	BUILDING SECTIONS
A3.03	BUILDING SECTIONS
A3.10	ENLARGED BUILDING SECTIONS
A3.11	ENLARGED BUILDING SECTIONS
A3.12	ENLARGED BUILDING SECTIONS
A3.13	ENLARGED BUILDING SECTIONS
A3.14	ENLARGED BUILDING SECTIONS
A3.15	ENLARGED BUILDING SECTIONS
A3.20	WALL SECTIONS
A3.21	WALL SECTIONS
A3.22	WALL SECTIONS
A3.24	WALL SECTIONS
A3.25	WALL SECTIONS
A3.26	WALL SECTIONS
A3.30	EXPANSION JOINT
A3.31	EXPANSION JOINT
A4.00	INTERIOR ELEVATIONS
A4.01	INTERIOR ELEVATIONS
A4.02	INTERIOR ELEVATIONS

A4.03	INTERIOR ELEVATIONS
A4.04	INTERIOR ELEVATIONS
A4.05	INTERIOR ELEVATIONS
A4.06	INTERIOR ELEVATIONS
A4.07	INTERIOR ELEVATIONS
A4.08	CASEWORK SECTIONS
A4.09	CASEWORK SECTIONS & FINISH DETAILS
A4.10	CASEWORK SECTIONS
A4.11	CASEWORK SECTIONS
A4.12	ANIMAL CAGE ELEVATIONS
A4.20	ANIMAL CAGE ELEVATIONS
A4.21	ANIMAL CAGE ELEVATIONS
A5.00	PARTITION TYPES
A5.10	FLOOR & THRESHOLD DETAILS
A5.20	WALL DETAILS
A5.21	INT. WALL DETAILS
A5.30	DOOR DETAILS
A5.31	DOOR DETAILS
A5.40	CEILING DETAILS
A5.41	CEILING DETAILS
A5.50	STOREFRONT/ CURTAIN WALL DETAILS
A5.51	STOREFRONT / CURTAINWALL DETAILS
A5.52	CAGES, KENNELS - DETAILS
A5.53	CAGES, KENNELS - DETAILS
A5.54	CAGES, KENNELS - DETAILS
A5.55	DETAILS
A5.56	DETAILS
A5.57	DETAILS
A5.58	DETAILS
A5.60	ROOF DETAILS
A5.61	ROOF DETAILS
A5.70	SPECIALITY EQUIPMENT DETAILS
A6.00	ROOM & FINISH SCHEDULES
A6.10	DOOR SCHEDULE
A6.11	GATE SCHEDULE
A6.12	HARDWARE SCHEDULE
A6.13	HARDWARE SCHEDULE
A6.14	HARDWARE SCHEDULE
A6.20	FIXTURE & EQUIPMENT SCHEDULE
A6.30	WINDOW & GLAZING SCHEDULE
A6.31	WINDOW & GLAZING SCHEDULE
A6.32	WINDOW & GLAZING SCHEDULE & DETAILS
A7.10	OVERALL RCPS
A7.11	ENLARGED RCP

A7.12	ENLARGED RCP
A7.13	ENLARGED RCP
A7.14	SITE LIGHTING PLAN
A7.15	ENLARGED EXTERIOR LIGHTING PLAN
A7.16	ENLARGED RCP - 1/4"
A7.17	ENLARGED RCP - 1/4"
A7.18	ENLARGED RCP - 1/4"
A7.19	ENLARGED RCP - 1/4"
A8.10	OVERALL FINISH PLANS
A8.10	ENLARGED FINISH PLAN
A8.10	ENLARGED FINISH PLAN
A8.10	ENLARGED FINISH PLAN
A8.20	SIGNAGE PLAN
A8.21	SIGNAGE PLAN
A8.22	SIGNAGE DETAILS
A8.23	SIGNAGE DETAILS
A9.10	FURNITURE & FIXTURES PLAN
A9.11	FURNITURE & FIXTURES PLAN
A9.12	FURNITURE & FIXTURES PLAN
A9.13	FURNITURE & FIXTURES PLAN
A9.20	3D VIEWS
A9.21	3D VIEWS
A9.22	3D VIEWS

VELOCITY

OUTREACH CONSULTANT

Phase	Strategy/Task	Estimated Hrs.	Fee
Pre Bond= Public Engagement	Two public charettes - organize, invite, present, facilitate, follow-up report	40 hrs.	$12,500.00
	Two surveys/1 targeted audience, 2 general public - design, distribution, analysis	12 hrs.	$2,250.00
	Identify, engage and facilitate 10 affinity groups (includes current and building new ones) to create active advocates	60 hrs.	$11,250.00
	One-on-one interviews with 25 influencers	75 hours	$14,062.50
	Campaing Alignment & Strategy	40 hours	$9,500.00
Social Awareness & Storytelling	Visual branding assets		
	Digital feedback and listening mechanisms online		
	Social media campaigns and monitoring		
	City consulation on practical digital engagement guidance and assets		
	Design, build and manage campaign landing page		
	KPI tracking and reporting		$25,000.00
	Graphic & Video Production (up to 5-30" videos, posters, flyers, etc.)		$25,000.00
	Potential Additional Costs		
	Domain registration		
	Webise hosting (campaign duration)		
	Misc. digital subscriptions or one-time purchases		
	Survey software utilization		
			$2,500.00
			$102,062.50

Post Bond - Public Engagement	3 public charettes	50 hrs.	$14,000.00
	2 surveys	12 hrs.	$2,250.00
	Affinity Group activation for feedback and support through builiding	30 hrs.	$5,625.00
	Coordination with City/Strategy Integration	25 hrs.	$7,812.50
	Communication with Public on Progress and updates	25 hrs.	$6,312.50
			$36,000.00
Celebration	Design, Program, Details	20 hrs.	$5,000.00
	Strategy and Execution with Stakeholders	10 hrs.	$3,125.00
	Social Media to generate and maintain support	15 hrs.	$2,626.00
	Production Costs		$18,000.00
			$28,751.00
	Total		**$166,813.50**

PROFESSIONAL SERVICES AGREEMENT

Between Entegrity Energy Partners, LLC
and RA-DA
Fayetteville Animal Care Center
Fayetteville, AR

November 12, 2025

CONTACT INFORMATION

Corey Keen
Vice President - Energy Services
corey.keen@entegritypartners.com | 479.799.8160

Meredith Hendricks
Vice President - Sustainability
meredith.hendricks@entegritypartners.com | 479.466.2826

entegrity
energy.integrity.

November 12, 2025

Client: RA-DA
Address: 7523 Norton Ave, West Hollywood, CA
Attn: Rania Alomar

Project: Fayetteville Animal Care Center
Project Location: Fayetteville, AR
Services: Sustainability, Commissioning, Building Testing, Energy Services

PROJECT SUMMARY

This Professional Services Agreement (the "Agreement") is a contract for Entegrity Energy Partners, LLC "Entegrity" to provide services to Client to optimize building performance for the Fayetteville Animal Care Center. Sustainability and resiliency principles will be woven in with the Project goals and will result in an overall product that exemplifies the triple bottom line: equal consideration of people, profits, and the planet.

Project Description: The project consists of the design and construction of a new single story ~ 20,000sf Animal Services Building for the City of Fayetteville.

Expected Date of completion: Feb, 2027
Project Address: TBD
Square footage: 20,000 SF
Certification Standard: LEED version 4 or 5 Building Design and Construction for New Construction (LEED v4 – BD&C: NC)

PRICING SUMMARY

Pre-Bond

Service/Scope	PreDesign	Programming and Concept Design	Outreach
*LEED Sustainability Consulting	$6,470	$0	$0
*Building Modeling: Energy/Daylight	$0	$5,760	$0

Post-Bond

Service/Scope	Schematic Design	Design Development	Construction Documents	Bid/Permitting	Construction Administration
LEED Sustainability Consulting	$4,560	$15,420	$15,420	$1,800	$38,220
Third Party Fees & Plaque	$1,350	$0	$0	$2,600	$875
Building Modeling: Energy/Daylight	$15,120	$10,560	$12,240		
Fundamental Cx	$4,620	$0	$8,435	$0	$36,245
*Optional: Enhanced Cx	$0	$0	$1,000	$0	$11,260
*Optional: Building Envelope Cx	$0	$0	$1,000	$0	$20,350

* Pricing is shown divided into "Required services" to achieve LEED, and "Optional services". LEED has prerequisites (required to even qualify for certification), but then all else are credits worth differing numbers of points that we add up to achieve the desired certification level. We will have some choices as to which credits we pursue that make sense and provide the most value for the facility. Based on previous experience with LEEDv4, this project will likely need to do most, if not all, of the optional services to achieve LEED. However, we won't know that until we start building a checklist, building the energy model, talking to the design team, and determining specific credit achievement paths.

SERVICES

Sustainability Consulting

In connection with the Project, Entegrity will provide Client the services needed to meet the requirements of (OR establish the path for) the certification standard and goal named in the Project Summary above OR document the Arc performance score OR improve sustainability for the Project.

Sustainability Clarifications

Includes:

- All direct fees to the USGBC/GBCI associated with the LEED registration, design, and construction-phase certification of the Project are included and based on 20,000 SF. Fees are subject to change based on square footage changes and USGBC fee schedule changes.
- Estimate of **$200** to be used toward a LEED sticker or a framed certificate.
- LEEDv4.1 credits/prerequisites which will be substituted for LEEDv4 credits/prerequisites where appropriate for the project and as allowed per USGBC/GBCI.
- Registration must be completed by June 01, 2026 to be eligible for certification under LEED v4.
- LEED v4 to LEED v5 will be evaluated during schematic design. If LEED v5 is pursued service pricing and scope will need to be reevaluated.
- Documentation in LEED/WELL Online per the construction-phase requirements of the standard named above.
- Six on-site meetings, to be distributed as is most appropriate for the Project and for which a minimum of one-week advance notice must be given by Client to Entegrity. All other meetings will be joined remotely by Entegrity via phone or webinar, etc.
- One electronic copy of the Project's sustainability documentation, if required.
- Additional fee up to **5% of the contract amount per month** via a change order if project extends more than three months beyond original expected date of completion referenced above. In this case, the additional fee will be determined based on the revised schedule.
- Entegrity will add additional fee via change order if Entegrity has requested construction required information/documentation from any Project team member more than three times and it has been over three months since the initial request. Entegrity will charge Client an additional fee of **$1,000 per month** that the required information is not received.

Excludes:

- A guarantee of certification achievement. As Entegrity is not the final reviewer, but rather the administrator of the process and documentation, no level of certification can be guaranteed by Entegrity.
- Additional services which may be determined by the entire team as necessary to meet project sustainability goals. Entegrity may be able to provide some of these additional services.
- Reviews of any submittal not sent through a third-party submittal management program. If submittals are requested to be reviewed in some other way (email, Dropbox, Sharepoint, etc) Entegrity will charge the contractor an additional **$1,500** to manage the sustainability submittal reviews due to the extra time and coordination involved in reviewing.
- Print copies of sustainability documentation.
- Building and site area calculations, which will need to be performed by another professional, like an Architect for space square footages or a civil engineer for site square footages.
- Additional site visits beyond what is stated above. Additional trips required may be attended remotely by Entegrity via phone, webinar, etc.
- Achievement of a certification level beyond that stated above.
- Building life-cycle assessments to meet the Building Life-Cycle Impact Reduction credit.
- All credits' calculations will be run and documentation will be filled out in LEED Online by Entegrity, except the following which must be performed by the design engineers or other team members if these are pursued: stormwater/rainwater calculations, ESC plan, site square footages for Heat Island, Open Space, and landscape areas, Landscape irrigation reduction calculations, Minimum Energy Performance/ASHRAE 90.1 compliance, Minimum Indoor Air Quality Performance prerequisite/ASHRAE 62.1 compliance, Thermal Comfort/ASHRAE 55.1 compliance, Interior Lighting spreadsheet and associated modeling, Light Pollution Reduction and associated photometric study, Enhanced Refrigerant Management, and Demand Response. Additional service fees for Entegrity to perform these may be available upon request.
- Basic LEED Education: Entegrity's services assume that the specific design and construction team members working on the Project have been involved in at least two LEED Projects. This includes mechanical, electrical, plumbing, and civil engineers, landscape architect, architect, interior designer, and General Contractor. If is determined that they are inexperienced, then a LEED basic education course will be required. An additional service fee for Entegrity to perform this is available upon request.

Building Modeling

In connection with the Project, Entegrity will provide Client with Building Modeling services based on the requirements of the appropriate credits/prerequisites in the certification standard named in the Project Summary above. The model will be based on current design and subsequent modifications.

Building Modeling Clarifications

Scope Reference:

- Appendix E1 "Building Energy Modeling: Scope of Services"
- Appendix E4 "Building Daylight Modeling: Scope of Services"

Includes:

- Documentation in LEED Online per the requirements of the standard named above.
- LEEDv4.1 credits/prerequisites which will be substituted for LEEDv4 credits/prerequisites where appropriate for the project and as allowed per USGBC/GBCI.
- One effort for early-design modeling that compares multiple efficiency paths and results in a final report. If more comparisons are requested after final report, additional fee may be required. This only applied to the prebond phase.
- One electronic copy of the model report to be provided to Client by Entegrity.
- Analysis performed utilizing IES VE, Sefaira, LightStanza, or equivalent software.

Excludes:

- All travel. Meetings will be attended remotely by Entegrity via phone, webinar, etc.
- Life-cycle cost analysis.
- Exact fee for energy or daylight modeling if they are selected in isolation. There are internal efficiencies if Entegrity executes both scopes together, but if one service is removed, additional fee may be applied.
- Print copies of modeling documentation.
- Documentation beyond what is provided in the final model report.
- There is no guarantee provided, neither stated nor implied, as to actual energy usage/production, utility expenses, and/or actual energy savings for this project.
- Preparation of design/construction contract documents.
- Verification of code compliance.
- Design and/or specification of any of the following building systems:
    - HVAC, Plumbing, Fire Protection and/or Electrical systems
    - Civil and/or Site Utility systems
    - Renewable Energy systems
    - Building envelope and/or construction methods

Commissioning

In connection with the Project, Entegrity will provide Client with Commissioning services based on the requirements of the appropriate credits/prerequisites in the certification standard named in the Project Summary above. All commissioning tasks will be conducted in a transparent manner and involve the Owner and Owner's staff as required.

Commissioning Clarifications

Scope Reference:

- Appendix C2 "Commissioning Authority Scope of Services for LEED v4"

Includes:

- Commissioning of the systems and equipment identified in the scope of work reference above.
- Submission of all commissioning deliverables to the Client and Owner according to the Project schedule.
- All associated travel.
- One electronic copy of the Commissioning Final Report and the Commissioning Record will be provided to Client by Entegrity.
- Documentation in LEED Online for to satisfy the scope of work selected by the Client and described in Appendix C2.
- LEEDv4.1 credits/prerequisites which will be substituted for LEEDv4 credits/prerequisites where appropriate for the project and as allowed per USGBC/GBCI.

Excludes:

- Additional equipment or system types or commissioning activities.
- Entegrity's/Commissioning Agent's execution of Pre-Functional Checklists. These are to be performed by the subcontractors.
- Design-phase Commissioning activities.
- Meeting certification requirements or documentation.
- Additional trips if Entegrity is summoned to perform functional testing in connection with the Project and the Project is not ready. In this case, Entegrity will charge Client **all associated time and travel costs** for each additional trip.
- Print copies of Commissioning Report or other documentation.
- The following roles to be performed by the General Contractor: Make jobsite available for access, inform Entegrity of subcontractor meetings, participate in a commissioning kick-off meeting, and have the controls subcontractor available for assistance in commissioning the HVAC equipment start-up and sequences of operation. General Contractor shall make available access to equipment consisting of ladder, lifts, etc. along with field personnel to operate equipment including opening access and room doors, remove / replace ceiling tiles, electrical panel cover removal and replacement, etc, provide all utilities for testing, provide labor to make any repairs due to damage from testing.

- Establishing design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the general contractor and the design team. The CxA will report to the owner any deficiencies or discrepancies.
- Execution or procurement of any other form of building testing other than those specified in the scope reference above as part of Envelope Commissioning.
- Monitoring-Based Commissioning per the Enhanced Commissioning Credit Option 1 Path 2.
- Serving as an expert witness on behalf of any entity associated with the Project.

DEFINITIONS

The following terms used in this document have the meanings set forth below.

Client:	The entity or person identified as the client at the beginning of this document. Client may be the same entity or person that is General Contractor or Architect.
Entegrity:	Entegrity Energy Partners, LLC Physical Address: 1403 E. 6th Street, Little Rock, AR 72202 Remittance Address: P.O. Box 2090, Conway, AR 72033 Attn: Michael Parker, President
Project:	Fayetteville Animal Care Center
Owner:	The entity or person that owns the building involved in the Project or that will own the building involved in the Project after work is completed.
General Contractor:	The entity or person that is retained and serves as the general contractor for the Project.
Architect:	The entity or person that is retained and serves as the architect for the Project.

TERMS AND CONDITIONS

Marketing

Client agrees to allow Entegrity to use its name and logo within the Entegrity website, marketing materials, case studies, and advertisement(s). Client agrees that Entegrity may identify Client, including use of Client's name(s) and logo(s), as a customer of Entegrity, including but not limited to use in Entegrity's website(s), newsletters, case studies, emails, or promotional posts in social media; in the event that Client wishes to be excluded from a specific promotion/publication of Entegrity, Client shall notify

Entegrity in writing, and Entegrity will cease using Client's name(s) and logo(s) in such publication, on a going-forward basis, provided that Entegrity will not be required to cease such use in any printed material that has already been printed, ordered, or otherwise published. Client will not be entitled to any compensation as a result of any such publication. Any use of Entegrity's name and logo, or any form of publicity, inclusive of press release, regarding this Agreement by Client must have prior approval from Entegrity, and approval of which shall not be unreasonably withheld by Entegrity.

Appendices

All appendices referenced above are incorporated as part of this Agreement.

Owner Not General Contractor And/Or Architect

If Client is not the same person or entity as General Contractor for the Project, then Client shall cause General Contractor to complete all tasks, responsibilities, and obligations of General Contractor above. Further, if Client is not the same person or entity as Architect for the Project, then Client shall cause Architect to complete all tasks, responsibilities, and obligations of Architect above.

Exclusions/Reimbursable

1. Travel and other services beyond the Fayetteville, AR facilities.
2. Plan reproduction or other Project documentation costs.
3. No retainage be withheld.

Additional Reimbursables

While none are expected, any additional reimbursables will be billed at cost plus 10%.

Payment of Services

Client shall pay in full for all services provided by Entegrity under this Agreement in the time and manner as set forth herein. The fixed fee amount will be billed based upon statements submitted by Entegrity to Client indicating the proportion of the amount of work accomplished. Payments for services performed will be billed monthly by Entegrity. Client shall pay the amounts set forth in each monthly statement within 30 days of the statement date. Note: The remittance address for Entegrity Energy Partners, LLC is P.O. Box 2090, Conway, AR 72033.

Schedule; Revision to Agreement

This Agreement is effective as of the signature date or initiation of work applied to the Project and shall terminate upon completion of all attached service scopes of work unless otherwise terminated earlier pursuant to the "Termination" provision below. If Entegrity requests information from Client which is required to perform services under this Agreement and that information is not received within 6 months after the initial request, Entegrity is entitled to revise this Agreement in its sole discretion to appropriately accommodate for the delay in receipt of the requested information.

Ownership and Use of Intellectual Property

All intellectual property (including, but not limited to, inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements, patents, patent applications, trademarks, service marks, trade dress, logos, and all derivations of and all goodwill associated with each of the foregoing; all copyrightable works, all copyrights and applications; all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, and specifications; and any and all other data, results, reports, and information of any kind), pricing and cost information, and business and marketing plans and proposals; all proprietary rights; and all copies and tangible embodiments (in whatever form or medium) of any of the foregoing; remedies against infringements of the foregoing; and rights to protection of interests of the foregoing under any federal, state, local or foreign constitution, law, code, rule, regulation, order, writ, injunction, ruling, judgment, each as amended and in effect, now or in the future) that is made, discovered, created, invented, or generated by Entegrity in any activities or work under this Agreement or the Project is the sole and exclusive property of Entegrity, or it's subconsultant as applicable.

All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Entegrity under this Agreement or the Project are the sole and exclusive property of Entegrity, or it's subconsultant as applicable. Entegrity grants Client a non-exclusive license to use Entegrity Project Property for all purposes consistent with the Project Summary and Scope of Services as referenced above and/or by appendices attached.

Entegrity retains the right to publish articles or other works related to the work conducted by Entegrity under this Agreement or the Project. The Client retains the right to utilize the articles or other works for its purpose but does not have the right to publish or promote these articles or other works without the prior express written permission of Entegrity.

Termination

(a) If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

(b) Entegrity may terminate this Agreement immediately in the event of the filing by or against the Client of a petition for relief in bankruptcy or for receivership, or in the event that the Client becomes insolvent.

(c) The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.

Venue; Governing law

The parties agree that a state court of competent jurisdiction in and for Pulaski County or, if permissible under applicable federal jurisdictional principles, the United States District Court for the District that encompasses such county, are the exclusive venues for commencing an action on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Arkansas.

Disclaimer of Warranties; Limitations on Entegrity's Liability

Except as expressly provided in this Agreement, Entegrity provides all goods, equipment, materials, services, personnel, facilities, and other items to Client under this Agreement "as is", without warranties, guarantees, certifications, or representations of any kind. Notwithstanding any other provision of this Agreement:

(a) Entegrity expressly and specifically disclaims any warranties of title, merchantability, or fitness for a particular purpose, as well as all implied warranties, including any implied warranties arising from a course of dealing or performance or usage of trade; and

(b) Entegrity's maximum aggregate liability under this Agreement shall not exceed the amounts paid by Client to Entegrity during the immediately preceding contiguous twelve (12) month period during the Term of this Agreement; and

(c) Entegrity shall not be responsible or liable to Client or to any person or entity claiming through Client for special, incidental, indirect, or consequential damages, including without limitation lost or anticipated profits, revenues, or savings, even if Entegrity has been advised of the possibility of such damages.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and representatives and any and all persons and entities seeking to claim through any of them or on their behalf.

Entire Agreement

The parties hereby agree and represent that this Agreement constitutes their entire agreement and understanding relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings of the parties relating to the subject matter of this Agreement.

Amendment, Modification, Waiver

Except as permitted by Entegrity in the "Schedule" provision above, this Agreement may be amended or modified only in writing, signed by the parties hereto, and neither this Agreement nor any provision herein may be waived, modified, amended, discharged, or terminated, except by written instrument signed by the party to be charged.

Waiver of Breach

The waiver by any party of, a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

Further Assurances and Actions

The parties hereby agree to take such other and further actions as may be necessary to implement the intent and purposes of this Agreement, including the execution of any additional documents necessary to effectuate the intents and purposes of this Agreement.

Divisions and Headings

The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

Execution in Counterparts and/or by Facsimile or Electronic Media

For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original. This Agreement also may be executed by signatures transmitted by facsimile or other electronic media, which signatures will be deemed to be original and fully enforceable against the party transmitting the signature by facsimile or electronic media. The use of facsimile or electronic signatures will not render this Agreement void, voidable, or otherwise unenforceable.

Severability

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision will be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable or if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding, or enforceable, then such provision will be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any manner.

No Third-Party Beneficiary Relationships Created

No parties other than the signatories to this Agreement will be entitled to enforce or otherwise rely upon any provision of this Agreement or any other document executed in furtherance of this Agreement.

Acceptance

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms, provisions, and conditions set forth herein and in each attached Appendix by signing below. The parties further acknowledge and represent that they have carefully read this Agreement and each attached Appendix; understand all of the terms, provisions, and conditions set forth

herein and in each attached Appendix; have executed this Agreement voluntarily and as a result of their own best judgment; and agree to be bound by it.

Client	**Entegrity**
RA-DA	Entegrity Energy Partners, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX B1

LEED V4 FOR BUILDING DESIGN + CONSTRUCTION: SCOPE OF SERVICES

I. PreBond Phase

A. Provide feedback on site selection relative to sustainability goals for the project. This will include basic sustainability requirements as well as possible LEED points for LEED v4 that are available for the differing sites.

B. Review LEED v4 and LEED v5 differences at a high level. Deep dive into the differences in these two systems will be completed during schematic design sustainability charrette after the bond vote.

C. Provide basic feedback on orientation and sustainability at the site and building level.

II. Project Review and Orientation

A. Project Mission and Goals

1. Establish and/or review the general project goals and goals related to sustainability, Guiding Principles, and LEED certification. Establish the appropriate members of the LEED team.

2. The project schedule and procurement strategy will also be discussed as well as the need for an "integrated design" approach.

B. LEED Registration and Documentation Review

1. LEED registration and LEED-Online setup will be initiated.

2. Entegrity will assign prerequisites and credits to appropriate LEED team members.

3. A multiple page basic requirements by discipline will be provided to orient the team to LEED basic standards.

4. All available documentation will be reviewed. File sharing system will be established if needed. Entegrity will use Monday.com as the main form of communication/project management of credit requirements and documentation collection.

5. All existing LEED Reference Guide Addenda, Reference Guide Supplements, Reference Guide Guidance Documents, Additional Guidance documents, Supporting Documentation documents, precedent setting Interpretations, experiential compilation of GBCI reviewer comments, will be downloaded, reviewed, applied, and relevant information shared with the team.

C. Site and Project Review

1. Entegrity will review the site prior to project Orientation meeting.

2. Site concerns as they relate to certification and sustainable design will be noted and presented as part of the Orientation Meeting.

D. Sustainability Workshop

1. An in-person or virtual meeting of the entire LEED team and ownership will be conducted to review the goals, process, and provide an overview and definition of the sustainability goals for the project. Any incongruities between current project parameters and LEED requirements will be identified.
2. Action items and team member responsibilities will be defined. A checklist will be prepared which will act as the LEED overview and synthesized status report.
3. Impact of the Sustainability Goals and LEED requirements on the various sections of the plans and specifications will determined and noted.
4. A management team report will be prepared to define progress and future plans.

III. Design Document Integration

A. All plans and specification sections will be reviewed at least twice during design document development to perform an impact assessment of the LEED requirements on the design.

1. Material selection support for specifications drafting will consist of LEED credit requirement interpretation and product research. Management of 4 allotted hours to be coordinated with Architect prior to work beginning.

B. Based on the impact assessment/design review, the LEED team will define the preliminary LEED prerequisites and credits that will be included in the project. Credits that have the potential to be included in the project but require further definition will be defined and tasked for clarification.

1. At this time, LEED ID credits will be defined and achievement determined. Templates, plans and policies, and pathways to achievement will be provided for the most commonly pursued Innovation, Exemplary Performance, Pilot Credit, or Interpretation Approved credits.

IV. Construction Document Integration

A. Based on the results of the design review and LCCA, the LEED team will define the final LEED prerequisites and credits that will be included in the project.

B. Credits to be achieved will be defined by Entegrity and integrated in the project plans and specifications by the design team.

1. Additional credits that could be pursued to gain additional points to achieve the target certification goal, or a new higher goal, will be explained and a pathway identified. Any additional services needed will be researched and costs and documentation requirements explained to the team.

C. A general LEED specification section, and potentially other supporting sections, will be provided along with language for all other sections to comply with LEED requirements.

D. The final credit checklist will be formalized and reported to the management team.

E. This project will be using the split review LEED certification pathway. After Issued for construction documents are completed, Entegrity will compile all final documents in LEED Online and submit design review credits to GBCI for review.

F. Following the review comments on design phase credits, Entegrity will organize any needed responses and finalize the achievement of the design credits.

V. Construction Phase Implementation

A. Contractor education will be performed at an in -person or virtual meeting before the commencement of any jobsite specific activities through an interactive PowerPoint presentation. The education session will relate the sustainable mission of the project and the basics behind LEED certification requirements. All pertinent sections of the construction documents will be reviewed for conformance as well as general jobsite requirements.

1. Electronic files will be given to the Contractor to be used to understand and track specific LEED credit requirements. These may contain tracking spreadsheets, simplified educational documents on each credit, lists of compliance standards thresholds per product type, schedule integration information, relevant local vendor resources, and draft plans, policies, and signage.

B. A separate Sub-contractor education session will be held at a virtual meeting to communicate and review their documentation requirements through an interactive power point presentation. Additional contractor and supplier education to be provided in follow-up calls or emails. Simplified educational documents, tracking spreadsheets, and LEED submittal documentation forms will be provided.

C. Submittal review support will be provided to ensure that the required sustainability measures are correctly provided and documented. All submittals requiring LEED compliance will be reviewed at the same time as other design professionals and a Compliant/Not Compliant/Not Applicable/Missing Information status provided back to the contractor. Product information will be retained and uploaded to LEED online as required.

D. An open line of communication is extended to contractors, subcontractors, and vendors as they research and submit their anticipated products. Product resources will be provided to find replacements for any products which are determined to not meet LEED requirements.

E. Regular conference calls and one monthly OAC meeting will be attended in person or virtually to provide updates to the team in addition to electronically circulated LEED Checklist and Notes.

VI. LEED Certification and Documentation

A. LEED Documentation Collection

1. Dates for final documentation collection will be determined for each team member based on the project schedule and documentation availability.
2. All rooms will be defined according to LEED Space Classification requirements and these consistent classifications provided to appropriate team members and filled out in LEED Online.
3. Guidance to the design team will be provided to ensure that LEED Representative Floor Plans, section views, signage details, mechanical plans, mechanical schedule, plumbing plans, plumbing schedule, and other required LEED documentation all meet LEED requirements.
4. Through phone, email, and guidance documents, a LEED Site Boundary document will be developed with the Civil Engineer to contain all required LEED site information.
5. Project progress reports will be provided in checklist form to maintain continuity and ensure credit achievement. The presentation of the progress checklist and LEED Coordination Notes will be coordinated with the appropriate design professional.
    a. Consistency in all basic building, site, and occupant data will be defined and maintained throughout all credit submittals.
    b. All credit documentation will be reviewed by Entegrity and judged on completeness. Any additional documentation/drawings required will be requested from the appropriate team member.
    c. After qualifying documentation is received from team members, all credit templates in LEED online will be filled out. Only a few specific credits are required to be filled out by other authorized team members and will be communicated through Monday.com project management platform.

B. LEED Application

1. The direct registration and certification fees required by the U.S. Green Building Council will be paid as indicated in the Services section of this proposal.
2. Entegrity will submit the project for certification and be the main point of contact for all requests for additional information, clarifications, and questions.
    a. A "Response to the Review" document with supporting documentation will be provided for any prerequisite or credit requiring further information.
3. Entegrity will provide a report on unachieved credits.

VII. Closeout

A. Post-LEED Certification Support

1. All post-certification required LEED tasks will be defined and communicated to the owner.
2. Guidance for the following will be provided: Marketing, media, logo, trademark, plaque ordering, LEED Project Directory, case study, reference materials, and future EBOM registration and certification.

3. LEED Certificates and sticker will be ordered and provided to the owner.
4. An electronic copy of final LEED documentation will be made by downloading all data from LEED Online and given to the owner upon request.

B. Marketing and Education Support

1. Throughout DD's, CD's, and project implementation Entegrity will provide marketing support. Once the project is certified all the certification and basic project information will be provided for appropriate marketing efforts.
2. An Educational Program Innovation in Design credit will be encouraged. This will contain a case study, facility signage, and/or tour strategy, any combination of which drafts will be provided.
    a. Implementation will be discussed throughout the project. Opportunities for involvement by all potential stakeholders will be made available and encouraged throughout the project and via one on-site or virtual contact which might include a tour, meeting, or media updates.

APPENDIX C2

COMMISSIONING AUTHORITY SCOPE OF SERVICES FOR LEED v4

I. SCOPE OF SERVICE OVERVIEW

A. This scope of services outlines the requirements of LEED v4 for both the prerequisite Fundamental Commissioning and Verification (EAp1) and the Enhanced Commissioning credit (EAc1) under the Energy and Atmosphere section for all options and paths outlined in the credit.

B. This scope of work describes each of the commissioning services outlined in the LEED v4 reference manual and the specific activities in per phase of the project for each. The actual scope of services and equipment for the project is dependent on the services the Client selects and as shown in the attached proposal.

II. SERVICE DESCRIPTIONS

A. Fundamental Cx and Verification (FCx): This service meets the requirements of the Fundamental Commissioning and Verification prerequisite, EAp1. The intent of this prerequisite is to support the design, construction and eventual operation of a project that meets the Owner's Project Requirements for energy, water, indoor environmental quality and durability. Under Fundamental Commissioning and Verification, the following systems are required to be commissioned:

1. Mechanical; including HVAC&R equipment and controls
2. Plumbing; including domestic hot water systems, pumps, and controls
3. Electrical; including service and distribution (through 225A panelboards), lighting and controls, including daylighting controls
4. Renewable energy systems; as applicable

B. Enhanced Cx (ECx): This service meets the requirements of the Enhanced Systems Commissioning Option 1, Path 1 (O1P1) outlined under the Enhanced Commissioning credit, EAc1. The intent of this credit is to "enhance" the requirements outlined in the Fundamental Commissioning and Verification prerequisite, EAp1, by including additional commissioning activities to not only add value to the design and construction phases of the project, but also to develop documentation that gives future operating staff the information needed to understand and optimally operate the commissioned systems.

C. Building Envelope Cx (BECx): This service meets the requirements of Enhanced Systems Commissioning Option 2 (O2) outlined under the Enhanced Commissioning credit, EAc1 for Envelope Commissioning (ECx). The intent of this credit is to extend the requirements of Fundamental Commissioning and Verification prerequisite to cover the building's envelope, including thermal, air, and vapor barriers, and completing Enhanced Commissioning O1P1 as it relates to the building envelope. It is not necessary to complete the enhanced commissioning for building systems to meet the requirements of this option, however doing so will help to ensure a better-performing building.

III. FUNDAMENTAL CX AND VERIFICATION (FCX) ACTIVITIES PER PHASE

A. Schematic Design

1. Organize an Owner's Project Requirements (OPR) development charette with the owner and design team. The purpose of this charette is to discuss the owner's requirements for the following topics and others: mechanical, electrical, plumbing, architectural, structural, lighting, energy consumption, commissioning, building envelope, indoor environmental quality, environmental sustainability, siting, exteriors, landscaping, interiors, functionality for tenants, and budget.
2. Develop the OPR document and submit to the project team for review.

B. Design Phase

1. Develop the Commissioning Plan, encompassing the Design, Construction, Acceptance, and Occupancy Phases. The Commissioning Plan shall detail each step of the commissioning process, define roles and responsibilities, and provide samples and outlines of documents to be produced during the commissioning process. Update the Commissioning Plan as necessary throughout the project.
2. Develop Commissioning Specifications for all commissioned systems. Coordinate with the Architect and Engineers to integrate the Commissioning Specifications into the overall project specification package. The Commissioning Specifications shall include a detailed description of the commissioning process, issue resolution processes, and commissioning team member roles and responsibilities.
3. Conduct a Design Review of the construction documents and specifications for commissioned systems, as well as the building envelope, at the mid-CD phase. Review is focused on the commissioned systems constructability, commissionability, maintainability, operability, and the clarity of the drawings. Provide the Design Review Comments Log to the design team for review and response for each phase being reviewed. If necessary, coordinate a meeting with the design team to discuss the identified issues. Back-check the 100% CD set to ensure comments were either incorporated or addressed.

C. Construction Phase

1. Prior to beginning on-site commissioning activities, organize and conduct a Commissioning Kick-Off Meeting with the design and construction teams to review the goals, expectations, roles and responsibilities and expectations of the commissioning process.
2. Develop equipment specific Pre-Functional Checklists (PFCs). Submit to the commissioning team for review.
3. Perform periodic site visits to observe component and system installations and verify subcontractor completion of PFC checklists. Back-check a sample of contractor completed PFCs to confirm accuracy. Checklists shall be completed prior to equipment startup. Issue a Site Observation Reports after each visit.
4. Attend selected construction progress and coordination meetings to obtain information on construction activities, direct the commissioning process, and advise the design and construction teams. Attendance may be by teleconference or in person, at the CxA's discretion.
5. Organize and conduct periodic commissioning team meetings necessary to plan, coordinate and schedule activities and resolve Commissioning Issues. The team meeting will coincide with regular jobsite meetings once construction has begun.
6. Develop project specific Functional Performance Test (FPT) Procedures for each commissioned system and component. FPTs will only be developed for dynamic systems. Issue the FPT documents to the commissioning team for review and comment.
7. Coordinate a FPT review and coordination meeting with the commissioning team. Discuss and address any comments regarding the FPT Procedures, review the FPT execution process and schedule the execution of the FPTs.

D. Acceptance Phase

1. Direct, witness, and document the execution of the FPTs by the contractors and/or equipment manufacturers. Testing shall include individual component and equipment tests, integrated systems testing, and operation and calibration of all system components including valves, dampers, and sensors. Document any deficiencies in the Commissioning Issues Log. Provide Site Observations Reports periodically throughout the testing process.
2. Develop the Current Facility Requirements (CFR) and Operations and Maintenance Plan (O&M Plan) with the assistance of the commissioning team. The CFR is similar to the OPR and details how the completed building will be operated. The O&M plan provides information, scheduling and documents to properly operate and maintain the equipment.

3. Develop the Final Commissioning Report detailing the results of the commissioning process. This report shall provide a summary of the project, discuss any open Commissioning Issues, detail work yet to be completed and make a recommendation of project acceptance. The report shall also include the Commissioning Record, which is the final versions of documents produced during the commissioning process. This report may be provided in two separate files: the Commissioning Final Report and the Commissioning Record.
4. Provide all documentation required for LEED submission associated with the commissioning scope of work.

IV. ENHANCED CX (ECX) ACTIVITIES PER PHASE

A. The activities listed below must be completed in addition to those outlined in FCx.

B. Design Phase

1. Develop the minimum owner training requirements and verify inclusion of operator and occupant training requirements in the contract documents.
2. Outline the scope and format for the project systems manual to include all the information necessary to operate, maintain, and recommission all energy-consuming systems within the building.

C. Construction Phase

1. Review selected contractor submittals, concurrent with the design team. Provide review comments to the design team for review, comment, and potential inclusion in the official submittal response. If necessary, review up to one (1) re-submittal to ensure comments have been addressed.

D. Acceptance Phase

1. Review the systems manual for achieving the requirements of the OPR and specifications.
2. Review and verify the Owner Training provided by the contractors achieves the contract requirements. Ensure all required personnel and positions receive training and have sufficiently understood the training content.
3. Verify delivery of the postconstruction documents including the Systems Manual, operations and maintenance manuals for all commissioned equipment, documentation of operator training of all commissioned systems, completed FPTs, and an up-to-date issues log detailing closed and open issues. Update the Cx Plan to outline commissioning completed to date, plan for deferred testing, if necessary, plan for 10-month warranty review, and plan for addressing open issues identified after the initial round of commissioning.

E. Occupancy and Operations Phase
1. If necessary, schedule and verify deferred testing by the contractor.
2. Amend the Cx Report to include any deferred testing results.
3. Return to the site 10 months into the 12-month warranty period. Review the current building operation and the condition of outstanding issues related to the original and seasonal commissioning with facility staff, as well as assist with resolution of previously identified issues pertaining to warranty.
4. Issue a 10-Month Warranty Report to the design and construction team identifying all issues to be resolved by the contractor prior to the expiration of their warranty.
5. Develop and provide the Ongoing Cx Plan for the commissioned systems.

V. BUILDING ENVELOPE CX (BECX) ACTIVITIES PER PHASE

A. The activities listed below must be completed in addition to those outlined in FCx.

B. Pre-Design Phase
1. Review the OPR and BOD documentation as it pertains to the building's envelope.

C. Design Phase
1. Incorporate the BECx requirements and activities into the project's Cx Plan.
2. Assist design team on defining appropriate acceptance tests to be performed by the construction team for the building envelope.
3. Develop Commissioning Specifications as it pertains to the building's envelope.
4. Create training requirements specific to BECx and verify inclusion of operator and occupant training requirements in the construction documents.
5. If ECx is pursued, update the systems manual to include all the information necessary to maintain the building envelope.

D. Construction Phase
1. Expand the requirements of submittal reviews to include a review of the submittals pertaining to the building envelope, including the thermal, air and water barriers.
2. Develop PFCs specific to the building envelope.
3. Organize and conduct a building envelope commissioning coordination meeting ensuring proper sequencing of materials, as well as an understanding of construction details and building envelope testing requirements.
4. Perform periodic site visits to review the installation of the building envelope and ensure execution of the envelope specific PFCs. Ensure envelope issues are documented in the Commissioning Issues Log and Site Observation Reports.

E. Acceptance Phase
1. Document acceptance testing performed by the contractors on the building envelope.

2. Expand the requirements of FCx to include building envelope specific information into the CFR and O&M Plan to provide information to properly maintain the building envelope.
3. Expand the requirements of FCx to include building envelope specific information in the Final Commissioning Report.
4. Execute water intrusion testing according to AAMA 501.2 on a sample of fenestrations.
5. Review the systems manual for achieving the requirements of the OPR and specifications as it pertains to the building envelope.
6. Review, recommend pre-approval, and verify the training provided by the contractors for the building envelope systems.

F. Occupancy and Operations Phase
1. Return to the site 10 months into the 12-month warranty period. Review the current building operation and the condition of outstanding issues related to the original and seasonal commissioning with facility staff, as well as assist with resolution of previously identified issues pertaining to warranty.
2. Issue a 10-Month Warranty Report to the design and construction team identifying all issues to be resolved by the contractor prior to the expiration of their warranty.

APPENDIX E1

BUILDING ENERGY MODELING: SCOPE OF SERVICES

A. Construct an energy model for the proposed building, comparing the proposed building to a "baseline" building. "Baseline" building shall comply with the minimum requirements of ASHRAE/IESNA Standard 90.1-2010.
B. Energy model results will be provided at various times in the design phase of the project, which may include:
    1. An early Schematic Development comparison of baseline systems for the proposed project type, location and ASHRAE assumptions. Review of typical energy profile of similar buildings. Early comments and recommendations for design consideration are provided.
    2. An early Design Development energy model comparison of a baseline model to the proposed model at current design state. A set of iterations is provided to consider/compare various building systems to ASHRAE standards, code requirements, and other proposed systems. Model iterations/outputs are limited to a project's current design, known proposed systems, requested comparisons and other assumptions reasonably made to provide informative comparisons.
    3. A final Design Development model that will compare the current proposed design and all proposed assumptions to the ASHRAE baseline for a projected energy costs savings.
    4. A Construction Document model that formalizes all previous iterations and reflects any changes from the DD model. Any outstanding model assumptions will be defined and provided to the design team for final consideration. Feedback on various proposed systems energy impacts is provided.
    5. A final project energy model report.
C. Analysis performed utilizing IES VE, Sefaira, LightStanza, or equivalent software.

APPENDIX E4

BUILDING DAYLIGHT MODELING: SCOPE OF SERVICES

A. Construct a building daylight model for the proposed buildings, demonstrating the percentage of spatial daylight autonomy$_{300/50\%}$ (sDA$_{300/50\%}$) and annual sunlight exposure$_{1000,250}$ (ASE$_{1000,250}$).

B. Daylight model results and an update report will be provided as specified in the proposal. These may include:

   1. An early Schematic Development model to evaluate window placement, window sizes, and building orientation to maximize daylight to regularly occupied areas.

   2. A Design Development model to evaluate the building design daylight score for LEED credit points.

   3. A Construction Document model that will project LEED credit points for the current proposed daylighting design. Any outstanding model assumptions will be defined and provided to the design team for final consideration.

   4. A final project daylight model report including the attempted LEED points.

C. A final executive summary report will be provided that summarizes findings.

D. Analysis shall be performed in accordance with the requirements of LEED version 4, credit IEQc7, Option 1.

E. Analysis shall be performed utilizing IES VE, LightStanza, or equivalent software.

PRIGM ENGINEERING

Agreement for the Provision of Limited Professional Services

Design Professional:	**Client:**
Prigm Engineering, PLLC	RA-DA Architecture
310 W. Dickson St. Suite 210 Fayetteville, AR 72701	7523 North Avenue West Hollywood, CA 90046
Proposal Writer: Jason Mowrey	
Prigm Engineering Project No: 25117	**Date:** November 13, 2025
Project Name: Fayetteville Animal Services Building	
Location: Fayetteville, AR	

Scope of Services:

MEP/FP Design:

- Mechanical, electrical, and plumbing engineering design for the new 20,000 ft² Animal Services Building project located in Fayetteville, AR.
- This project shall be designed to LEED Silver standards.

Electrical Power & Lighting:

- All power requirements for the building shall be provided by Prigm.
- Lighting design (including exterior lighting) and fixture selections will be by others under the base contract.
- Back-of-house lighting and associated code-compliant lighting controls will be provided by Prigm Engineering.
- Photometrics will be provided by Prigm.
- All lighting systems will be documented on the electrical drawings.

IT/ Low Voltage/ Security:

- Include drawings/specs showing low-voltage items while working closely with the owner and/or the owner's low-voltage provider.
- Show all data boxes, security devices, and server/controller locations and power requirements for all low-voltage equipment on electrical drawings.

Construction Administration

- Typical Construction Administration Services to include RFI responses, submittal reviews, monthly OAC meetings, and a final punch list walk-through at the completion of construction.
- A 12-month construction schedule is estimated.

LEED Certification Assistance (if required)

- Exterior Photometrics and Documentation for USGBC.
- ASHRAE 62.1 Calculations and Documentation for USGBC.
- Assist Commissioning Agent as required during design and construction.

Schedule:

- The Design Professional shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The schedule shall be as mutually agreed to by the Client and Design Professional.

PRIGM ENGINEERING

Agreement for the Provision of Limited Professional Services

Deliverables:

- Permit Construction Documents in PDF form
- Bood Specifications in CSI format

Stipulations:

- Client shall provide the Design Professional architectural floor plans in Revit format.
- Building utilities designed to five feet beyond the building. Client's civil engineer responsible for site plan.
- Fire protection documents, if required, shall be delivered as a performance specification and then designed by the Client's fire protection contractor.
- Any permitting and review fees are not included in this proposal and if required, shall be billed to the Client as a reimbursable expense.
- Construction Management services are limited as outlined above. Additional review time, meetings, or site visits, if required, shall be on an hourly rate as outlined below.

Fee Arrangement: Design Professional will provide services as outlined below:

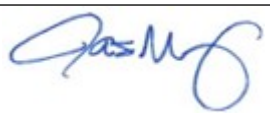
- Phase 1 - **$2,500**
- Phase 2 – MEP/FP Engineering Design Services = **$149,500**
  - SDs – $22,425
  - DDs – $44,850
  - CDs – $52,325
  - Bidding & Negotiation – $7,475
  - CA – $22,425
- LEED Documentation & Certification (if required) – **$14,500**

These items above are inclusive of "Expenses" associated with the project, excluding "Building Permit / Plan Review Fees."

Hourly Rates for Additional Services

Principal	$235/HR		Engineer III	$195/HR
Engineer II	$175/HR		Administrative	$100/HR

Special Conditions: This Agreement remains valid for thirty days after which time Design Professional reserves the right to modify or amend the Agreement. Any and all taxes levied on Design Professional for this project shall be considered a reimbursable expense.

Offered by:	**Accepted by: (Client):**
Jason Mowrey, Principal	
Printed name / title	Printed name / title Signature indicates the authority to bind the company to the terms herein
	
Signature Jason P. Mowrey, Principal 11/13/25	Signature Date

The Terms and Conditions that follow are part of this Agreement.

Fee Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Hourly rates are valid through current calendar year.

Billings/Payments Invoices for services shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Deposits shall be credited on the first invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Expenses Defined as the actual expense anticipated by the Design Professional in connection with the Project for: travel, parking, meals, express mailing, reproduction of reports/drawings, and similar project-related items. If the project scope changes, if there is schedule change, or a requirement change in the services provided the anticipated expenses for this change will be included in a Contract Amendment.

Reimbursable Expenses Defined as expenses associated with any Plan Review Fees. These fees, if incurred by the Design Professional, shall be bill to the Client along with an additional 10% handling fee.

Standard of Care In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Risk Allocation Notwithstanding anything to the contrary herein in recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of the Design Professional's fee. It is stated that the liability limit applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Indemnifications The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. Subject to Risk Allocation above the Design Professional further agrees to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Termination of Services This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DESIGN PROFESSIONAL and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety. Responsibility for deficiencies during construction not observed by Design Professional is strictly excluded.

Dispute Resolution Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the law of the State in which the work occurs shall govern this agreement.

Relationship of the Parties All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional. All items have been fairly negotiated and that the client had the option of altering or foregoing the terms and conditions in exchange for an equitable adjustment in the Design Professional's fee.

Your Building Envelope Consultant

4740 Von Karman Ave Street,
Suite 130
Newport Beach, CA 92660
Phone: (949) 955-2777
www.d7consultina.com

November 11, 2025

Rania Alomar, AIA Principal
RA-DA
7523 Norton Avenue
West Hollywood, CA 90046

Reference: Design Review & Construction Administration Services
Animal Care Facility – New Construction
Fayetteville, AR

Dear Ms. Alomar:

Pursuant to your request, D 7 CONSULTING INC. is pleased to provide you with this Proposal for the project referenced above. Please review the following to ensure the services proposed are acceptable.

PROJECT DESCRIPTION

The project consists of a new animal care facility that will be approximately 20,000 SF. We understand the building envelope design concept has not yet been developed, and a specific site location has not yet been selected. The project will be in Fayetteville, Arkansas.

D 7 CONSULTING INC. SCOPE OF WORK

D 7 will review the Specifications and Details related to the waterproofing component for the project. D 7 will not provide written specifications or details.

PHASE I – Drawing/Specification **Review**:

Design / Specification review, written report, and one review meeting will occur during each phase of the document development at Schematic, Design Development, and Construction Document Phase.

1. **Review** Documents and Specifications prepared by the Architect for the work outlined and provided by our client for content and applicability;
2. **Provide** written Recommendation/Consultation on systems, means, methods and materials specified by the parties involved for use on the project;
3. **Review** details prepared by the parties involved and other related items prepared for the project during the overall development for the project. Provide input as to information that is not provided or outlined with the documents;
4. **Review** the Application methods and techniques outlined in the project Specifications.
5. **Develop** and provide a written report based upon findings which will include recommendations.
6. **Includes** one meeting with client to go over the findings and recommendations contained within our report.

PHASE II – Construction Administration:

1. A D 7 Consultant will review **Submittals & RFIs** and provide response to all waterproofing related material sample submittals for system application, fastening, termination, etc. Review and respond to all shop drawings and subsequent RFIs submitted by the Contractor in regard to the waterproofing application.

2. D 7 will conduct **Pre-Job Conference Meetings** for Waterproofing. The meetings will include the following:

   a. Meet at the job site with the Contractor awarded the project along with the Manufacturer's Representative, Owner and all other Subcontractors;
   b. Review all approved material submittals, application techniques and/or requirements;
   c. Establish working schedule, staging areas and review all project specific requirements or restrictions;
   d. Document the minutes of the meetings and issue to all parties.

3. D 7 will attend **Progress Site Meetings**:

   a. The Project Consultant shall meet at jobsite to audit ongoing waterproofing installations. D 7 will issue the minutes of the meeting to all parties involved in order to document any modifications, changes or resolution of issues that occur during the ongoing waterproofing project.

4. D 7 will conduct **Final Reviews**. This includes the following:

   a. Upon notification from the Contractor, a Final Review is conducted;
   b. A written Report will be developed noting items unfinished or incomplete prior to final acceptance of the project;
   c. The Final Reviews will be conducted with all concerned parties i.e., Manufacturer's Representative, Contractor, Waterproofing Contractor, Architect, etc.

PRICING FOR EACH PHASE AND TOTAL COST

PHASE I – Design Review

Schematic Phase:	$ 3,500.00
Design Development Phase	$ 5,500.00
Construction Document Phase	$ 9,500.00
Subtotal Phase I:	**$ 18,500.00**
PHASE II:	**$ 29,000.00**
TOTAL:	**$ 47,500.00***

***This cost is based on (6) on-site reviews and Twenty (20) hours of Submittal and RFI review during construction. Each site visit is based on one-day on site and one-day travel. This cost does not include Air travel, hotel, ground transpiration and meals. All travel cost will be reimbursed at cost.**

Thank you for the opportunity to issue this Proposal for Consulting Services. Please contact me at your convenience if you have any questions or would like to discuss this Proposal.

D 7 NOTES:

Note #1: D 7 has included services and fees for exterior wall systems on the building. D 7 has **not** included any interior systems related to waterproofing. No exterior skin components are included.

Note #2: Site Visits shall consist of meetings at the project to review questions, concerns or non-compliant work related waterproofing components on the day of each visit. D 7 will also review and document the work completed at the request of the client, and review mock-up of/or preliminary installations of cleaning or waterproofing components.

Note #3: Site Visits or Punchlists do not represent approval or acceptance of installations. Work installed prior to or after the date on which visit occurred cannot be reviewed with regard to substrate conditions, installation procedures or system attachment. Incomplete work, improper work or any component not reviewed prior to the actual day of each visit is not the responsibility of D 7.

Note #4: D 7 recommends Full-time Quality Assurance Observation in order to provide complete documentation of work related to waterproofing, if applicable.

Note #5: Final Inspections are only performed on work in which D 7 provided Full-time Quality Assurance Observation.

TERMS & CONDITIONS

D 7 must have fully executed proposal or contract for work prior to commencement of services for the project. The D 7 Terms & Conditions must be incorporated into, by reference, or included as an attachment to any contract created by or issued by the client.

Payment terms shall be Net Thirty (30) days from **DATE OF INVOICE**. Any other terms agreed to shall be clearly depicted within a separate contract document and must be agreed to by D 7 prior to commencement of any services on the project.

Payments made after requirement listed above or agreed upon shall incur additional cost of 3% of invoice total.

Late payment of invoices shall be cause for D 7 to stop services on the project. Work will commence when all payments due are current.

D 7 can terminate services on any portion of the project provided we have notified the client in advance no less than 30 days.

D 7 is not responsible for any 3rd party dispute. Payment of services is required regardless of client or other party entering into mediation or arbitration during the work or after the completion of the project.

D 7 reserves the right to file liens on all projects in an effort to secure payment in a timely manner. Releases or waivers shall be furnished upon payment of services in full.

Quality Assurance Observer (QAO) daily rate is based on four (4) hours or more per day. Half (½) day rate will be charged on QAO under four (4) hours. Holidays are billed at two times (2) the daily rate. Holiday Weekends are billed at one and one half times (1 ½) the daily rate. QAO in excess of eight (8) hours per day and/or forty (40) hours per week will be billed at one and one half times (1 ½) the standard rate. A Show Up fee of a quarter (¼) the Daily rate will be incurred for days when the QAO arrives at the jobsite as scheduled and no work is performed.

All Consulting services performed for the above referenced project, at the request of the client, and not specifically outlined herein, will be billed at the rate of $275.00 per hour.

D 7 reserves the right to increase the fees listed in this proposal based upon any request for insurance certificates or indemnifications above and beyond our standard coverage. D 7 will provide the Client with a breakdown of the cost, if any, and proceed only after receiving written authorization from the Client.

The Consultant will not be a constructor, thus will not participate in any construction contracts under the project. The Consultant will work with the Project Team and monitor the Roofing & Waterproofing Contractor that has been retained to perform the specified scope of work.

Limitations On Consultant's Responsibility, Indemnity & Insurance

Client acknowledges that Consultant is performing professional services on behalf of Client and in the event claims, losses, damages or expenses are caused by the negligence of Consultant or Client or both, Client agrees to indemnify and hold harmless Consultant, and Consultant's officers, employees, agents and representatives, from and against liability for all Professional Liability claims, losses, damages and expenses whether or not insured, including reasonable attorney's fees.

This Proposal is good for 60 days from date listed above. If after 60 days the Client requests services outlined within this Proposal, D 7 shall review and provide revised pricing as necessary.

No changes/modifications may be made to this proposal without prior consent/agreement by both parties.

Agreed and accepted as of the first date set forth below.

Dated: _____ _____
Client Signature

_____
Print Name

_____
Company

_____
Title

If signed by entity other than to which the proposal is addressed, please provide address, phone number and email address.

_____
Address

_____
Phone Number

_____
Email Address

Dated: _____ _____
Principal's Signature

Joseph Daniels, President
Print Name

D 7 CONSULTING INC.

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

RFQ (REQUEST FOR QUALIFICATIONS)

RFQ 25-15, Animal Services Facility Design

DEADLINE: Thursday, September 18, 2025 before 2:00 PM, local time
PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 08/24/2025

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

REQUEST FOR QUALIFICATION
RFQ 25-15, Animal Services 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, Procurement Division at the below location.

City of Fayetteville
Procurement 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 25-15, Animal Services 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 Animal Services Facility.

To be considered, statements of qualification shall be received electronically through the City of Fayetteville, Procurement Division's online bidding platform by **Thursday, September 18, 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 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.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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: 08/24/2025
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $147.58

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. Submittal Instructions: Proposers shall 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 online. There is no fee for registration. If submitting a physical statement of qualifications is necessary, contact the City's Procurement Division.

      i. SOQ's (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 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.

   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 Procurement 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

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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 Procurement Division Office and 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 Procurement Division. 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.

Appendix B
RFQ 25-15 Animal Services
Facility Design
City Issued RFQ

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 Procurement 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 Procurement 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.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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, Procurement 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.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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 Procurement 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.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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 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.

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 Procurement 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.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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 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 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.

Appendix B
RFQ 25-15, Animal Services Facility Design
City Issued RFQ

1. PROJECT VISION:

The City of Fayetteville envisions the development of a new Animal Services facility that will serve the needs of the city now and in the future. The city is committed to providing a facility consisting of approximately 15,000 interior feet and 5,000 square feet of exterior per the Space Needs Assessment Study prepared by Shelter Planners of America (see Appendix A).

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 Animal Services Facility. The selected A/E team shall include Shelter Planners of America as the Animal Services Consultant and provide full design services from Site Selection, Schematic Design through Construction Documents, Construction Administration, and including participation in the General Contractor Construction Management (GCCM) delivery process.

b. A space needs study was performed (see Appendix A) and identified a need of approximately 15,000 sq. ft. of interior spaces to include administrative offices, a medical clinic, animal housing, and animal support areas. There is a need for approximately 5,000 sq. ft. of exterior space to include animal housing and animal support areas. Sitework will include parking, storm drainage, drives, and utility infrastructure.

3. BACKGROUND:

a. The City's existing Animal Services Facility was constructed in 1970, with 1989 and 1998 additions. Various upgrades have been done to the facility from 2014 to present day.

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

c. The City will engage a Construction Manager (GCCM) 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 GCCM
vii. Code and regulatory review and compliance
viii. Participation in value engineering and constructability reviews
ix. Coordination with the GCCM and City team

Appendix B
RFQ 25-15 Animal Services
Facility Design
City Issued RFQ

5. DELIVERABLES:

The selected firm will specifically be required to:

a. Prepare schematic site plans, facility designs, and coordinate with the GCCM for estimates.

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 GCCM 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 GCCM and they shall serve as the point of contact and issuer for all bid documentation.

f. Coordinate with the selected GCCM 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

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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

c. Relevant Animal Services projects completed while serving as the Prime architectural/engineering firm on those projects is preferred. 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.

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

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:

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 Procurement 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.

Appendix B
RFQ 25-15 Animal Services
Facility Design
City Issued RFQ

10. ADDITIONAL INFORMATION:

a. Appendix A – Space Needs Assessment Study

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

CONTINUED 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.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

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

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

4. DEBARMENT CERTIFICATION:

b. 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.

c. 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.

d. 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: _____

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

END OF RFQ DOCUMENT

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Needs Assessment Study for

Fayetteville Animal Services

DRAFT

October 25, 2024

1000 Texan Trail, Suite 260, Arlington, TX 76051 Phone (817) 265-8522 www.shelterplannersofAmerica.com

Table of Contents

		Page Number
1.	Purpose and Scope of Study	3
2.	Review of Existing Facility	4
3.	People and Animal Levels	6
4.	Building Space Program	12
5.	Site Considerations	13
6.	Recommended Features	20
7.	Staffing	32
8.	Operating Cost	33
9.	Opinion of Probable Cost	34

Exhibit A - Current and Projected Human Population and Animal Intake — *1 page*

Exhibit B - Building Space Program — *6 pages*

Exhibit C - Opinion of Probable Cost — *1 page*

Exhibit D - Cost Examples of Other Shelters — *9 pages*

-Chatham County Animal Services Facility, NC
-Lafayette Animal Services, LA
-Montgomery County Animal Adoption & Care Center, VA
-Springdale Animal Shelter, AR
-Tippecanoe County Animal Shelter, IN

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

1. PURPOSE AND SCOPE OF STUDY

The purpose of this Needs Assessment Study (Study) is for Shelter Planners of America (SPA) to provide information to Crafton Tull & Associates, and the City of Fayetteville and their Animal Services Department (FAS) that will guide them regarding their future animal shelter facility needs.

The Study was authorized by Mark Owings, Senior Vice President, Architecture for Crafton Tull & Associates, on May 6, 2024, in accordance SPA proposal dated March 14, 2024.

Information in this Study was developed from information provided by FAS and observed during our on-site visit on August 5th and 6th, 2024. The Study provides a brief review of the existing facility, looks at people and animal levels, provides a proposed Building Space Program, provides site considerations, recommended features, discusses staffing, operating cost, and Opinion of Probable Cost.

It should be understood this Study is the first step in planning a new shelter. The second step will be to develop the Conceptual Site Plan and Building Floor Plan based on the approved Building Program contained in this Study. The third and final step will be development of the working drawings and specifications for constructing your project.

The Needs Assessment meeting was held on August 6, 2024, at Facilities Management Office that lasted about 7 hours. The following were in attendance:

Name	Organization	Title
Justine Lentz	FAS	Superintendent
Brianna Curry	FAS	Tech/Programs Administrator
Valerie Henley	FAS	DUM/Veterinarian
Wade Abernathy	City of Fayetteville	Construction Director
Yolanda Fields	City of Fayetteville	Community Resources Director
Matthew Cabe	Crafton Tull	Project Manager
Michael Barnard	SPA	Principal
Tracy Cantrell	SPA	Director of Sales

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

2. REVIEW OF EXISTING FACILITY

General

FAS started around 1987-1988 and was originally named Humane Society of the Ozark. The Animal Services Superintendent is responsible for the operation of the existing shelter under the governance of the Community Resources Department. The present shelter was constructed in 1970, additions were made in 1989 for the brick building and 1998 for the clinic. The shelter contains approximately 12,400 square feet of indoor space and some storage sheds.

Front view of existing shelter

Back of existing shelter

Side of existing shelter

RFQ 25-15; Animal Services Facility Design
Appendix B
City Issued RFQ

Original building and Clinic behind existing shelter

The present shelter facility was built with materials and concepts that are of lower quality materials and finishes than today's modern shelters. The building does not have good flow and creates additional work for staff. The dog kennels are not ideal for ease of cleaning and maintaining the animals in a healthy state. The staff has done the best job possible of maintaining the building under difficult conditions. They are to be commended for keeping the building clean and presentable to the public.

It has already been determined that a new shelter is needed. Therefore, an extensive list of deficiencies has not been provided in this study.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

3. PEOPLE AND ANIMAL LEVELS

The shelter serves the City of Fayetteville with a total people population of approximately 101,543 for 2023. The number of animals received at the shelter in 2023 was approximately 1,314. This total is composed of approximately 887 dogs, 422 cats, and 5 other species (67.5% dogs, 32.1% cats, and .4% others).

There are no other animal shelters that serve the City of Fayetteville. The 1,314 animals received at FAS in 2023 is only 1.3% of the human population.
Nationally, the number of animals normally received at local shelters annually is 2-3% of the human population. This means the number of animals received per year at FAS is below the range of the national average. While the number of animals received is below national averages there is still an animal over-population challenge.

Over the next 10 years, the population of Fayetteville is projected to increase to approximately 130,000, a 28% increase and over the next 20 years, the population of Fayetteville is projected to increase to approximately 172,617, a 70% increase.

There is a low cost/high volume spay/neuter program in the community and 100% of the animals leaving the shelter are altered.

Preventative programs including low cost and subsidized spay/neuter procedures, public education promoting responsible pet ownership, and developing progressive ordinances is part of the solution to reducing unwanted and stray animals. The underlying overpopulation of pets is caused by irresponsible pet ownership and uncontrolled breeding of pets. Although animal overpopulation is beginning to come down nationwide due to remedial programs, it can be countered by increasing human population and continued irresponsible pet ownership.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Of the 1,363 dogs and cats dispositioned at the shelter in 2023 the breakdown is as follows:

Adoption: approximately 903, or approximately 66.3%, are adopted or transferred. The number of adoptions is fair compared to many modern shelters that have adoption rates of 70-80% but improvements are still needed.

Returned to Owner: approximately 398, or approximately 29%, are returned to their owners. The number of returns to owners is high when compared to many modern shelters that have return to owner rates between 10-20%. A high "Return to Owner" rate is an indication that people in the community care about their pets.

Euthanized: approximately 62, or about 4.5%, were euthanized which is below the range of many modern shelters that have rates of 10-20%. There is a strong push nationally to move to a 90% live release rate. FAS is to be commended for achieving this good live release rate.

Died in Shelter: approximately 0, or about 0%, died in the shelter.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Projected Animal Housing Need

Before we discuss the proposed animal housing for the new shelter, we want to discuss an important question.

"Will Holding More Animals for Longer Periods of Time Increase the Number of Animals Adopted?"

"If we hold more animals for longer times won't more be adopted?" The two following examples can help individuals understand this frequently misunderstood question. Before we examine the questions however, we want to emphasize the importance of all healthy animals being provided a reasonable stay. As long as animals are emotionally and physically healthy, and kennels are not overcrowded, it is reasonable to extend their stay. However, dogs should not be kenneled so long that it adversely affects their behavior, causing neurotic behavior such as pacing, spinning and aggression.

This issue often becomes confusing for many people when trying to understand the value (or lack thereof) of building bigger shelters and holding more and more animals for longer periods. The following examples will help facilitate understanding:

1. In the first example, assume the shelter holds animals an average of ONE week each during a one-year period. During the year, 100 people (or pet rescue groups) visit per month with the intention to adopt a pet. How many animals could be adopted in that year? If every visitor adopted, you would adopt 1,200 animals.

Now, assume you kept every animal for FOUR weeks (four times longer) during a one-year period. The same 100 people per month visited with the intention to adopt a pet. How many animals could be adopted in a year? If every visitor adopted, you would still adopt 1,200 animals. As you can clearly see, holding the animals longer, by itself, did not affect adoptions.

RFQ 25-15 Animal Services Facility Design
Appendix B
City Issued RFQ

It is important that your shelter make an informed decision of how many animals to hold at any given time and how long to hold each animal to provide the best opportunity for adoption and have humane treatment.

2. In this second example the shelter houses about 100 animals available for adoption at all times. The same 100 people visit per month with the intention to adopt a pet. How many will be adopted in one year? If every visitor adopts, you will have 1,200 adoptions in one year.

Now, assume the organization builds a shelter to house twice as many animals, holding about 200 animals at all times, how many will then be adopted? If all of the 100 visitors adopted, you would still adopt 1,200 animals. As you can see, holding twice as many animals does not affect the number adopted.

The conclusion of these two examples is simply this: The only factor that truly affects the number of animals you adopt is the number of people (or rescue groups) who visit the shelter with the intention of adopting. **Holding animals longer and holding many more animals does not significantly increase adoptions.**

NOTE: (A shelter may hold an animal an extended period of time and finally get it adopted, but other animals are being euthanized to allow that one animal the space to stay longer. This is the scenario that causes people to think incorrectly, "If we could just hold all animals longer, they would all eventually be adopted".)

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

TO INCREASE ADOPTIONS, YOU MUST INCREASE THE NUMBER OF VISITORS (WHO WANT TO ADOPT). This is done through a good visible shelter location, visibility of all animals, weekend and evening hours, web-site pet listings, an attractive welcoming shelter, well-groomed and healthy animals, friendly staff, adoption requirements that are not too restrictive, reasonably low adoption fees, promotion of adoptions in all local media, special adoption events, the help of rescue groups and transfer programs.

The more effective approach an animal shelter can take rather than warehousing animals is to help get all pets in their service area spayed or neutered and educate their community about responsible pet ownership. This will eventually solve the pet over-population problem in a community. A community simply cannot “shelter their way” out of an animal overpopulation problem.

Refer to Exhibit A that shows the summary of Current and Projected Animal Intake in Figure 1, Existing Average Length of Stay (ALS) in Figure 2, and the Projected Animal Housing Need based on ALS in Figure 3. This information is discussed in more detailed below.

RFQ 25-15 Appendix B
Animal Services
Facility Design
City Issued RFQ

Dog Housing Capacity

The existing shelter has a 19 day Average Length of Stay (ALS) for the approximate 887 dogs handled per year with the present dog housing capacity of 46.

For the new shelter, housing for 60 dogs is proposed, which results in an approximate 19 day ALS. We usually recommend planning based on a maximum 14 day average length of stay for dogs to avoid adverse effects of housing animals in shelters but 19 days is reasonable. Please refer to discussion starting on page 9 above that explains why excess lengths of stay do not really increase adoption.

The Building Space Program, EXHIBIT B, includes housing for 60 dogs which is an increase of 30% over the existing shelter. Refer to the Animal Housing section of the Building Space Program for the breakdown of the proposed Dog Housing.

Cats Housing Capacity

The existing shelter has a 32 day Average Length of Stay (ALS) for the approximate 422 cats received per year with the present cat housing capacity of 37.

Housing for 50 cats is proposed, which results in a 34 ALS. We usually recommend planning based on a maximum of 21 days average length of stay for cats to avoid adverse effects of housing animals in shelters but 34 days is reasonable. Please refer to the discussion starting on page 9 above that explains why excessive lengths of stay do not really increase adoption.

The Building Space Program EXHIBIT B includes housing for 50 cats which is an increase of 35% over the existing shelter. Refer to the Animal Housing Section of the Building Space Program for the breakdown of the proposed cat housing.

Other Animal Species

The shelter received a small number of other animals made up of a wide variety of species such as rabbits, hamsters, gerbils, guinea pigs, birds, etc.
It is recommended that a separate room be provided to accommodate these animals. This room can also be used for a variety of uses over the life of the building.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

4. BUILDING SPACE PROGRAM

The Building Space Program is a detailed listing of each room or space proposed to accommodate FAS's needs based on a 10-year planning horizon. The net area of each room or space is listed. Net area is defined as the inside dimensions of the space but does not include the wall thickness and corridors. The quantity of each type of room or space is also listed. The rooms are sub-divided into major groupings such as Administrative, Medical, Animal Housing, Animals support areas. The net area totals are listed at the bottom of each section and then a grossing factor is applied to the net area. The grossing factor projects the estimated SF needed to accommodate the wall thickness, corridors and any other unidentified space. This helps to determine the total SF needed. The total SF is critical to developing an Opinion of Probable Cost.

Since Fayetteville is in an area of rapid growth, we propose the City consider designing and constructing the project in phases. Phase 1 would accommodate a 10 year growth but be designed to where it could be easily added onto with a Phase 2 if the anticipated new population growth comes as expected.

Refer to attached EXHIBIT B dated 10-25-24 for the Proposed Building Space Program.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

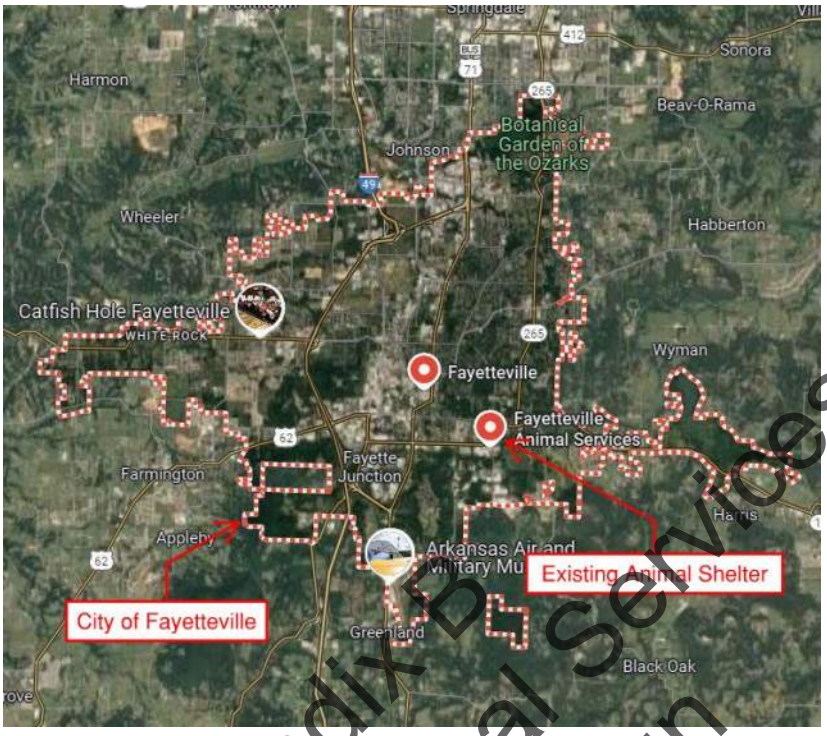
5. SITE CONSIDERATIONS

The qualifications of a site are very important for the special needs of the shelter. FAS is planning to construct a new shelter on a new site. The proposed site was examined for compliance to the following criteria:

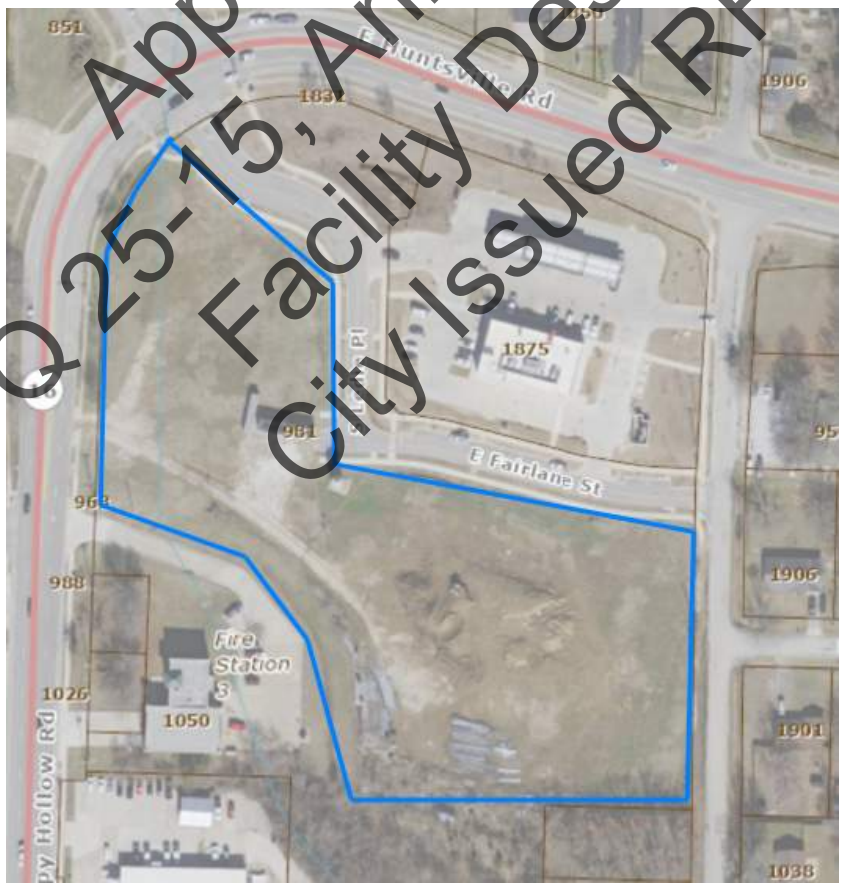
A. Visibility: This is a very important concern for an animal shelter; however, it is most often overlooked. In the past, it was customary to locate shelters at out-of-the-way places on the least expensive properties like industrial areas or near sewage treatment plants or landfills. The theory was that if someone wanted to visit the shelter, they could call for directions to find it. Today it is recognized that locating shelters in high-visibility locations not only increases visitors and the number of pets adopted and returned to owners, but also reduces the need for animal euthanasia and helps build public awareness and community goodwill. **A good location can increase adoption by 100%.** Coupled with an active adoption promotion program, this location and visibility factor can increase adoptions and reduce euthanasia. The proposed site is in a visible location.

B. Accessibility: It is important that the animal shelter be centrally located to the area it serves. If the shelter were located in a far corner of the jurisdiction, the driving time may be lengthy and people would be less likely to use the shelter. That long drive would mean people being less likely to come to look for lost pets or visit for adoptions. The service area is the City of Fayetteville is approximately 55 square miles and therefore, the travel distance to the proposed site is reasonable. Access on and off of a major freeway or arterial street is important and the proposed site is suitable.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ



Map of Service Area and Location of Existing Shelter

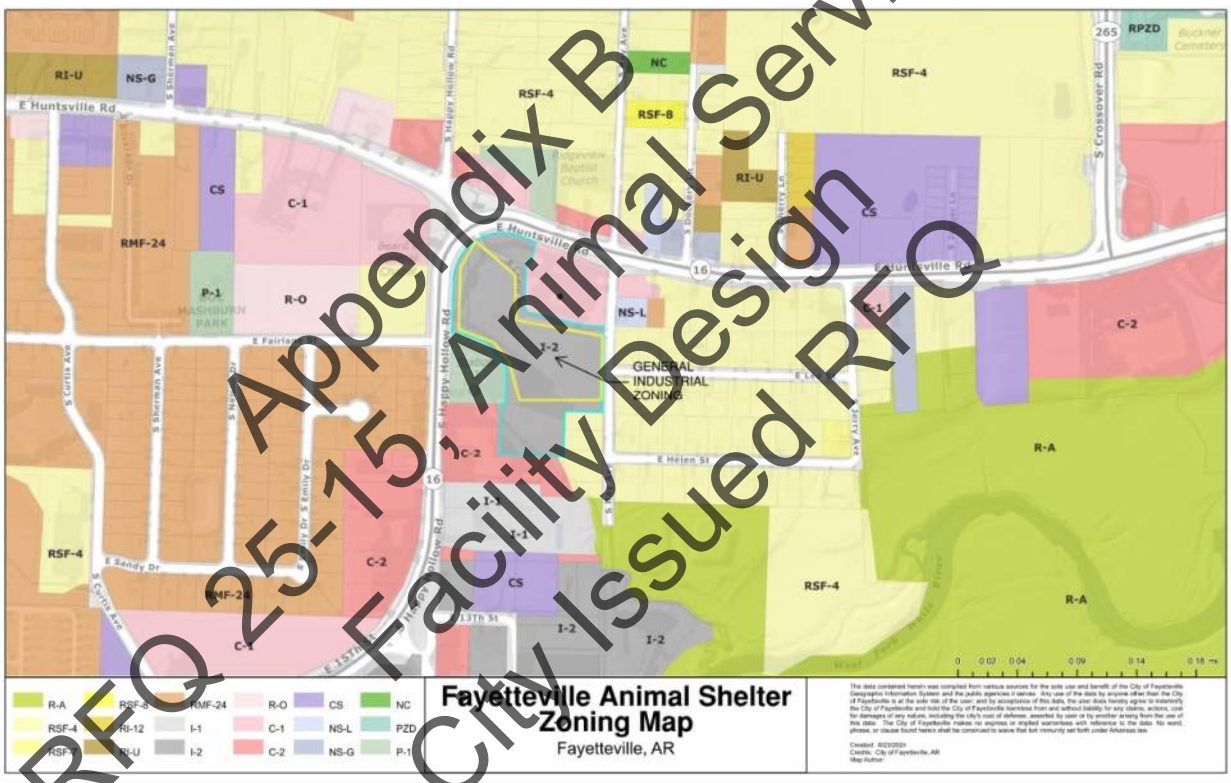


Map of proposed new Site. The new site is close to the existing site as seen on the map above but is on South Happy Hollow Road that is more visible.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

C. Suitability: It is very important to check potential sites for the following:

1. Availability of utilities such as water, sewer, gas and electricity. It is understood that utilities are available at the proposed new site as there is other development around the site including a Fire Station next door.
2. Zoning restrictions: Finding a new site with zoning that will allow an animal shelter “by right” can be a challenge. If a special use permit or zoning change is required, these have been a challenge in some cities. Based on our review the zoning is “General Industrial” and the City has the right to construct an animal shelter on this site.



Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

161.31 - District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

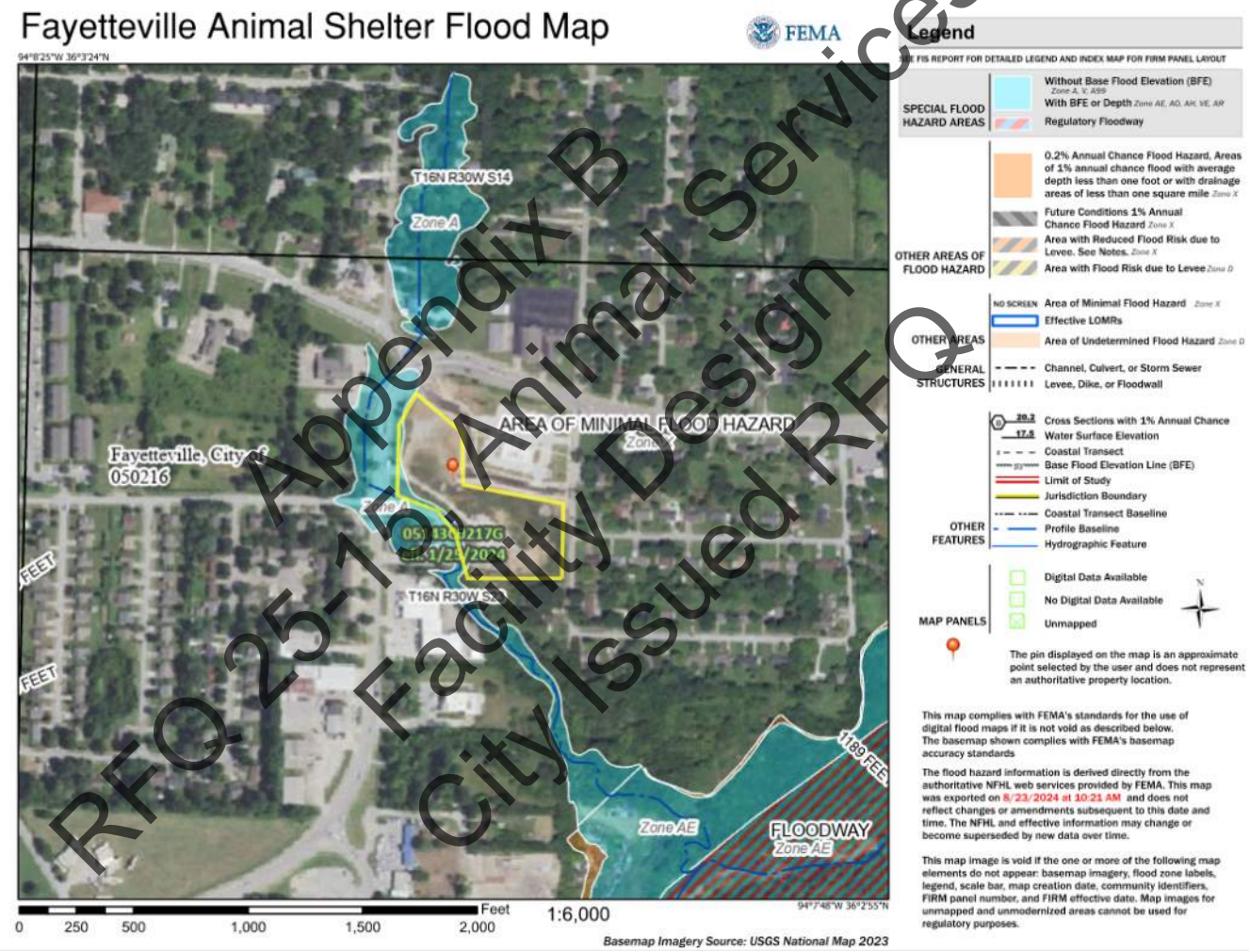
(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 13	Eating places
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

3. Easements, right-of-ways and setbacks: Each potential site should be carefully examined to make sure there are no restrictions that would prohibit the construction of the new animal shelter. A full survey will be needed to verify if any easement existing that would prevent the use of the proposed site.

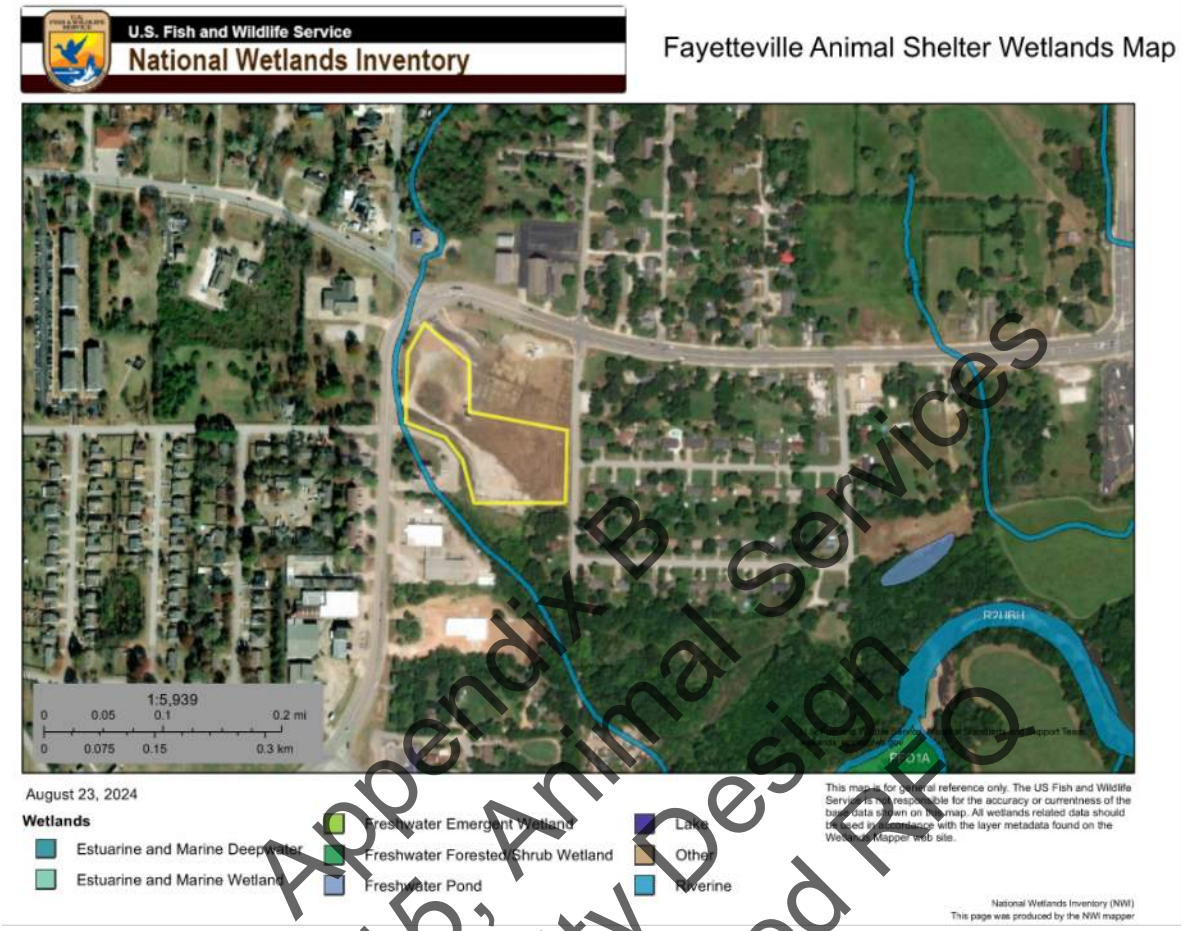
4. Excessive topography or drainage concerns: Each potential site should be examined to make sure the slope across the site will allow for proper drainage and there is a place to drain the water to. However, sites with excess slopes should be avoided if possible. Sites should be checked to confirm they are not in an area that floods. The proposed site has some grade change on it but it is our opinion it should be suitable. A full survey with topography will be needed as the project moves forward.



RFQ 25-15 Animal Services Facility Design Appendix B City Issued RFQ

FEMA Map of proposed new Site.

5. Check for wetland concerns: Each potential site should be examined to make sure it does not have any wetlands or if it does the remaining area is still sufficient for the proposed project. This does not appear to be a concern on the proposed site based on the map below.



RFQ 25-15; Animal Services Facility Design
Appendix B
City Issued RFQ

6. A rectangular shape. Odd shapes can be used but may require acquiring more land due to inefficiency of the shape. Potential sites may need to be “test fit” to determine everything works before acquiring the property. The proposed site has an irregular shape that we expect will create some challenges but at this time we believe the site should be test fit to be certain.

D. Parking: Adequate parking is very important for the success of an animal shelter. The parking needed for the shelter, based on function, is estimated as follows:

Public Visitors	40
Staff	25
Volunteers	10
Foster Parking	0
ACO Vehicles	5
Total	**80**

From our review of the City of Fayetteville's parking ordinance it is unclear to us at this time that there will be a city that required minimum or maximum number of spaces required. But sometimes a variance is required because the Authority Having the Jurisdiction's required parking is not appropriate to the functional needs of an animal shelter.

Parking should be arranged to provide good visible parking for visitors and located for easy access to the main entrance. Staff parking should be separate and located to the side near a separate staff entrance. Shelter vehicles should be provided with simple to navigate routes with adequate turning radius and concealed from public view in a screened service yard.

E. Site Size: The proposed new site is approximately 4.4 acres and at this time we consider it to be of adequate size, but because of the shape we believe an preliminary layout should be prepared to confirm every fits and the proper relationships can be provided.

F. Other Outdoor Features: Space for designated areas for outdoor features is also important when considering the site. The following items are requested.

1. Two dog exercise yards with covered bench area for volunteers or staff
2. Three outdoor get acquainted yards
3. Outdoor walking trails
4. 20' x 40' covered pavilion
5. One Dumpster
6. Delivery vehicle unloading area for step vans, bobtail trucks, and school buses

G. Summary: The proposed site appears suitable from our cursory level review but a full survey is needed and we recommend a "test fit" be performed.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

6. RECOMMENDED FEATURES

A. Design Concept

An example of a welcoming new animal shelter by "Shelter Planners of America" of about the size needed for FAS

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

The shelter should have low-maintenance, heavy-duty materials. The interior should be brightly lighted and open with pleasing colors and pleasant public spaces. Animal housing areas should provide as much health protection, safety and comfort as possible with today's new materials and designs.

For the new shelter we recommend a one-story building. The structure would be a slab on grade, depending on the soil condition, with masonry and framed walls and sloped truss roof. The exterior should avoid an institutional look, preferring a human scale and welcoming feel. It should be compatible with the community and be attractive and inviting to the public. Natural lighting should be provided to public areas, animal housing areas and staff work areas where possible.

Attractive landscaping will be very important to the appearance of the shelter. We recommend that an extensive landscaping plan, be a part of the building project.

1. Dog Housing – SPA presented several dog housing options to FAS for consideration, and they selected indoor back-to-back kennels for puppies, quick clean kennels for strays, and convertible kennels for adoption dogs. It is important that each dog has two spaces: a primary enclosure where their food, water, and bedding is located and a secondary space where they can eliminate away from their primary enclosure allowing them to live in their normal behaviors. The indoor portion of the kennel will allow the dogs to be comfortable both the summer and winter.

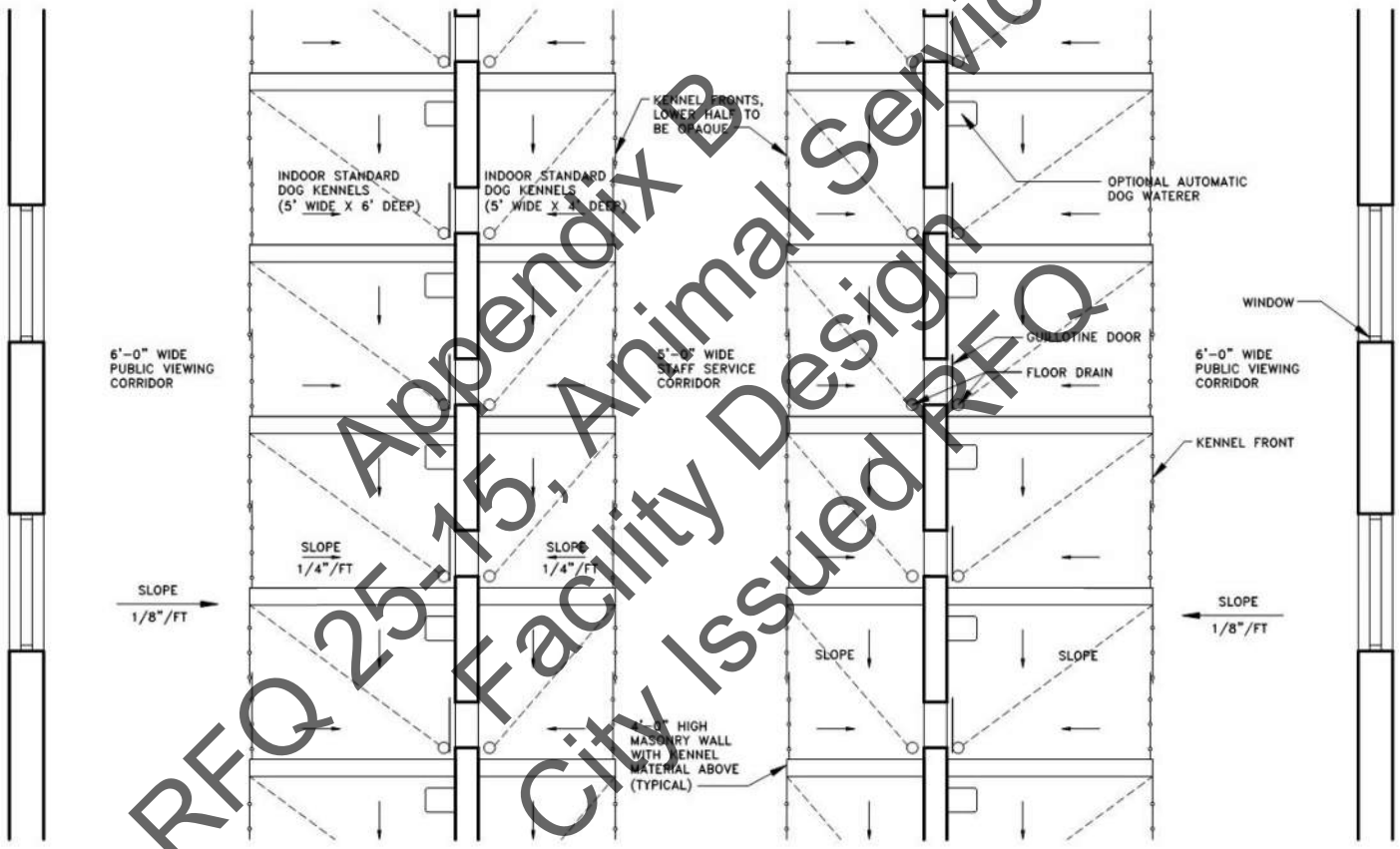


DIAGRAM QUICK CLEAN KENNELS FOR STRAY DOGS (NOT TO SCALE)

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

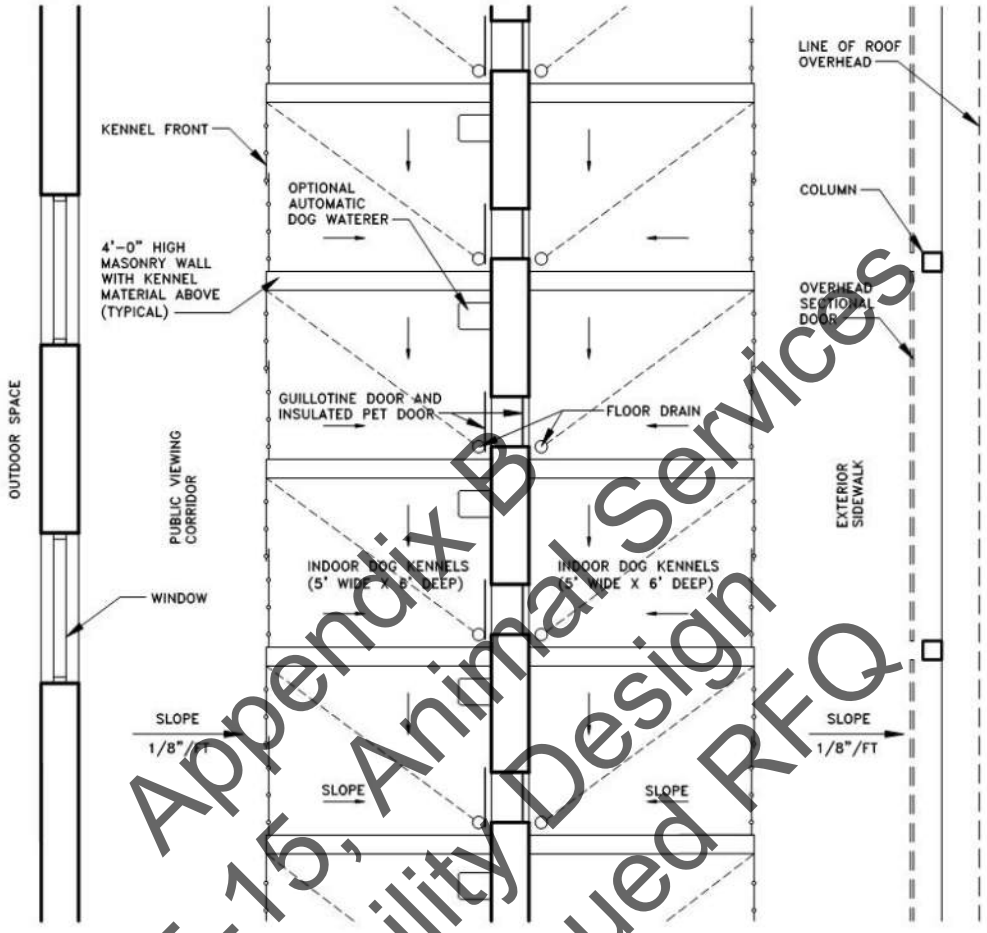


DIAGRAM OF CONVERTIBLE KENNELS FOR ADOPTION DOGS (NOT TO SCALE)

The two-compartment kennel design will allow dogs to be kept safe and dry during the cleaning procedure by moving dogs to the other compartment. This allows for efficient daily cleaning. Floors will be sloped to individual drains thereby eliminating trench drains which are difficult to clean and can cause cross contamination.

There should be special sound control materials used in the design to keep the noise level down. Dog Kennels should be arranged where dogs are not looking at each other across the aisle which can cause stress and increase barking.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

Adoption Side of Quick Clean Kennels

Staff Corridor of Quick Clean Kennel

Photo of outdoor portion of convertible kennels with the doors closed

Photo of outdoor portion of convertible kennels with the doors open

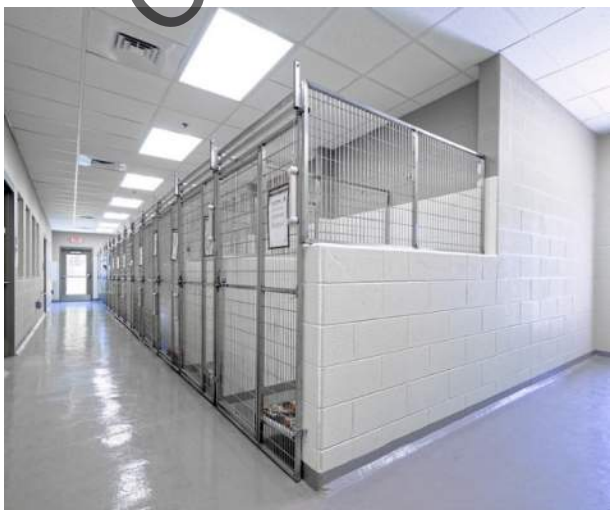


Photo of indoor portion of convertible kennels

RFQ 25-14, Animal Services Facility Design
Appendix B
City Issued RFQ

2. Puppy areas - Puppies are to be housed separately from the adult dogs for disease control. We recommend all puppies be housed in floor level pens. This is to prevent them from stepping out of an elevated cage with an open door, falling out of cages located several feet above the floor and possibly injuring themselves.

Puppies will have individual inside pens to hold litters of puppies separated from adult dogs.

RFQ 25-15; Animal Services Facility Design
Appendix B
City Issued RFQ

3. Cat Housing

SPA recommends two compartment housing for cats which is consistent with recommendations of the Association of Shelter Veterinarians. This allows the cat cages to be spot cleaned on one side while the cat is in the other compartment. This eliminates the need to move the cats out of their cages for cleaning. This reduces the potential transfer of disease and reduces stress for the cats.

Mason Cat Towers

Shor-line Stainless Steel Cat Suite

Shor-line "Comfort Suite" with individual exhaust in each litterbox.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

Cat Community Room with free roam cats

Catio with free roam cats

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

B. Interior Features

Shelters built in the past did not have the advantage of using many of the new innovative materials and equipment available only in recent years. Animal shelters of today are no longer just “warehouse structures” with cages lined down the walls.

Shelters are very specialized buildings which are more like hospitals and shopping malls than warehouses in construction.

A high level of quality is needed if the facility is to be able to keep animals healthy and to hold up under heavy wear. This is especially important for a shelter that is striving to present an attractive, welcoming image to the public.

An attractive, spacious, quiet front lobby is important in a shelter. This improves customer satisfaction and increases adoptions.

RFQ 25-15, Appendix B Animal Services Facility Design City Issued RFQ

The goal is to make the shelter a place where employees feel positive and the public enjoys visiting for pet adoption, pet retrieval, pet owner education and other animal services. Most importantly, the shelter must house animals in the healthiest, least stressful manner possible.

Today, modern shelters are designed to include central washing equipment, automatic animal watering systems, individual kennel floor drains, fresh air with heat exchangers

for economy, heated kennel floors, noise control systems and long-lasting, easily disinfected wall and floor finishes.

Special equipment can be utilized in a new shelter. During the preparation of the construction drawings and specifications in Step 3 we will review with you all of the details and choices that are available including performances, features, pros & cons, and the cost implications of the various options. Some of the equipment and finishes are pictured below.

The special epoxy on kennel floor finish comes in an attractive array of earth tone colors to make kennels cheerful and bright. It also halts bacteria growth.

RFQ25-15, Animal Services Facility Design Appendix B City Issued RFQ

BiteGuard KennelPlex™ Commercial Dog Doors

Featuring Two Energy Efficient Designs:

Single Panel Top Swing

and

Dual Panel Saloon Style

Kennel Doors

Versatility for all types of installations

Models engineered for the requirements of professional kennels worldwide

Shelter Planners of America uses special Guillotine doors with an insulated Pet door that prevents loss of heated or cooled air from the kennel.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

MODEL 1200 AUTOMATIC KENNEL WATERER

Provides a constant supply of fresh water. Eliminates the time-consuming task of refilling water bowls. Saves on the expense of replacing damaged water bowls. Conserves water.

DRINKING BOWL CLEANS FAST AND EASY

1. A quick 1/4 turn of optional water line valve shuts off water flow.

2. Slide latch bar with thumb to release the stainless steel drinking bowl.

3. The drinking bowl disconnects from the wall bracket and lifts out from under the float valve. Takes less than 10 seconds.

Each dog Kennel is equipped with an automatic waterer so that dogs always have fresh water available with no staff time required refilling bowls.

Attractive Kennels with bright lighting levels, epoxy floor finishes and sound absorbing ceilings make quiet, inviting public spaces.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Professional grooming tub that animals can be walked into through a swinging door.

C. Heating, Ventilating, Air Conditioning (HVAC)

Heating, ventilating and air conditioning systems must be designed to provide clean, odor free and uncontaminated air throughout all animal housing areas. This is essential to control the spread of air borne disease.

The HVAC system will be custom designed to provide a high volume of fresh air to kennels with a specific number of air changes per hour at the proper temperature and humidity range. The system will be designed to provide ceiling air supply above public walkways with a ceiling exhaust above dog runs opposite each supply providing the best odor control for the visiting public and staff.

Additionally, the systems will be fitted with heat exchangers to recapture energy before it is exhausted. This helps keep utility bills as low as possible. There could also be supplemental roof mounted exhaust fans (with separate switches on timers, with red lights) to pull out moist air during and immediately following kennel cleaning.

The facility should be served by multiple, separate, smaller HVAC systems, each to serve a portion of the facility. This smaller equipment is less expensive to install and service and if a system fails, you still have portions of the building heated and cooled until the system is repaired. Animals can be doubled up until repairs are made. The administrative areas are on a separate air system to prevent odors from entering the staff areas.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

7. STAFFING

The present animal shelter staff consists of the following staff positions:

	Position	Number of Staff		Accumulated Total
		Full Time	Part Time	
1	Animal Services Superintendent	1		1
2	Staff Vet	1		2
3	Programs Admin	1		3
4	Animal Services Technician	2		5
5	Field Supervisor	1		6
6	Senior Officer	1		7
7	Officer	3		10
8	Attendant	7		17
9	Admin Assistant	1		18

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

This staffing level is a little above average compared to most shelters across the Country handling approximately the same number of animals. However, FAS has their own veterinarian and has an outstanding live release rate and these factors increase the number of staff needed. FAS should plan to increase over time as the human population increases and the animal intake increases if they intend to keep the current high level of service.

In addition, in a new shelter that is a more pleasant environment, it should be possible to increase the number of tasks the volunteers help with. Volunteers can help with a wide variety of activities at the shelter to promote adoption.

8. OPERATING COST

The present annual operating cost is $1,494,087. The average cost per animal handled is approximately $1,137 based on 1,314 animals. Nationally, animal shelter operational budgets run between $350 and $650 per animal. FAS's operating cost is higher than the normal range. But frequently shelters with a high live release rate such as FAS and they have in-house veterinary services, the cost per animal will be higher.

The proposed new shelter will be larger than the present shelter and the cost of utilities will be higher than the existing shelter. However, the maintenance cost of a new building will be generally less than an older building. We anticipate the operating budget should be increased to accommodate the increased utility costs and added staff in the future as the human population and animal intake increases.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

9. OPINION OF PROBABLE COST

Construction cost of animal shelters vary significantly, based on the national economy, the region of the country they are constructed in, when they are constructed, the individual market factors at that time and the method of project delivery. Other important factors are the size of the shelter, the site conditions such as soil and topography, quality of finishes and materials, HVAC systems included and the quality of animal equipment. Since detailed design drawings and engineering have not been prepared at this time, only estimated costs can be presented.

The Opinion of Probable Cost presented is based on actual costs of several good quality shelters we have designed. We have taken those costs and adjusted the cost for Little Rock, AR in 2024 based on the R.S Means cost guide. Refer to EXHIBIT D for examples of shelters built around the country with the estimated cost per sf adjusted for Little Rock, AR. Unfortunately, there is not construction cost data available specifically for Fayetteville, AR. It is possible the costs in Fayetteville could be lower but we are not certain. Also, occasionally we find a community that rallies behind the project and "in-kind" services are donated that reduces the cost. We recommend FAS plan for the worst and hope for the best.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Please note that modern animal shelters are more like a combination of a hospital and a shopping mall than a warehouse or other industrial use. The cost of modern animal shelters often surprises people because the cost is actually more than many buildings they may be familiar with. The following are some reasons for this:

1. Animal shelter foundations are complicated because there will be slopes within the animal housing areas to drains and this requires additional labor beyond most buildings like schools or office buildings.

2. The floor finishes in animal housing areas are perhaps 3 times the cost of typical carpet or other floor finishes in most buildings.

3. Animal shelters have animal equipment that can add $30 to $45/SF on top of the cost of most buildings. Occasionally, the costs people hear about other animal shelters

they do not know if this equipment is included in the price or not. For the estimate in this study we have included the animal equipment.

4. Animal shelters have more walls per SF than most any other building type. For example, dog kennels walls are usually 4 feet to 6 feet apart whereas classrooms in schools are more like 20 feet apart.

5. The Heating, Ventilation and Air-Conditioning (HVAC) systems in the animal housing portions of animal shelters are more expensive than other buildings to reduce disease transmission.

6. The wall finishes in the animal housing portions of animal shelters need to be a non-porous and durable finish to prevent disease transmission and to stand up to the daily washing. Glazed structural tile is a common material but costs significantly more than other materials.

7. Sound control within animal shelters is generally more cost than many building types due to the dogs barking. This requires the walls being extended to the roof deck to prevent sound transmission to other areas and this requires sound absorption materials that cost more than normal materials.

Refer to Exhibit C dated 10-25-24 for the Opinion of Probable Cost. We have included Construction Costs including Site Work as well as for soft costs and contingency that should be considered. Please note, the cost of land is not included.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

EXHIBIT A

FAYETTEVILLE ANIMAL SHELTER

Date: 10-25-24

FIGURE 1. EXISTING AND PROJECTED HUMAN POPULATION AND ANIMAL INTAKE

	2023 YTD Human Population Estimate	2023 YTD Actual Animal Intake	2023 YTD Intake as a % of Population	2033 Human Population Estimate	2033 Projected Intake Ratio	2033 Projected Animal Intake	2043 Human Population Estimate	2043 Projected Intake Ratio	2043 Projected Animal Intake
Dogs		887	0.87%		0.87%	1,136		0.87%	1,508
Cats		422	0.42%		0.42%	540		0.42%	717
Other		5	0.00%		0.00%	6		0.00%	8
Total	101,543	1,314	1.29%	130,000	1.29%	1,682	172,617	1.29%	2,234

FIGURE 2. CURRENT AVERAGE LENGTH OF STAY (ALS)

Based on Existing Housing Spaces			
	2023 YTD Actual Intake	Existing Housing Spaces	Current ALS
Dogs	887	46	19
Cats	422	37	32
Other	5	0	0
Total	1,314	83	

FIGURE 3. 2033 AND 2043 PROJECTED ANIMAL HOUSING NEEDS

2033 (10-YEAR PROJECTION)			
	2033 Projected Animal Intake	Desired ALS	Number of Animals to be Housed
Dogs	1,136	19	60
Cats	540	34	50
Other	6	30	1
Total	1,682		110

2043 (20-YEAR PROJECTION)			
	2043 Projected Animal Intake	Desired ALS	Number of Animals to be Housed
Dogs	1,508	19	78
Cats	717	33	65
Other	8	30	1
Total	2,234		144

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

BUILDING SPACE PROGRAM - 10 YEAR PROJECTION

FAYETTEVILLE ANIMAL SHELTER

DATE: 10-25-24

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

Summary:	Interior	Exterior
A. Administrative	5,283	
B. Medical Clinic	1,994	
C. Animal Housing (Interior)	5,720	
D. Animal Housing (Exterior)		4,449
E. Animal Support Area (Interior)	2,395	
F. Animal Support Area (Exterior)		700
TOTAL SF	15,392	5,149
COMBINED SF	20,541	

SECTION A - ADMINISTRATIVE

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
	PUBLIC AREAS									
1	Adoption Lobby	1				300		300		Visitor seating for 6. Retail display alcove viewable from Customer Service Counter. Consider large screen TV.
2	Adoption Lobby Vestibule	1				80		80		
3	Intake Lobby	1				150		150		Visitor seating for 2, wall to separate from Adoption Lobby.
4	Intake Lobby Vestibule	1				80		80		
5	Customer Service Counter (5 Customer Service Representatives at counter)	1				350		350		Arrange counter to serve both the Adoption Lobby and the Intake Lobby. Space for 4 staff at Adoption Lobbyand 1 at Intake Lobby and ye be connected to conserve staff time.
6	Adoption Interview Space	2				80		160	Adjacent to Adoption Lobby	Glass cubicles with small table where potential Adopters can fill out paperwork and then an Adoption Counselor can come interview them.
7	Education Center (Multi-purpose Meeting Room)	1				750		750	Adjacent to Lobby for after-hours use, including use of toile	Seating for 50 in chairs, built-in AV system.
8	Meeting Room Storage	1				80		80	Adjacent to Meeting Room	To store tables and chairs when not in use and other materials to support meeting room.
9	Meeting Room Kitchen	1				80		80		Counter with sink, under-counter refrigerator, microwave, and coffee maker.
10	Public Toilets	2				180		360		One mens, one womens and one unisex family. Verify code minimum.

Shelter Planners of America, Copyright ©

SECTION A - ADMINISTRATIVE - Continued

	Room or Space	No. of Rooms			No. of People	SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
	OFFICES									
11	Executive Director	1			1	100		100		Provide built-in safe.
12	Future Assistant Office	1			1	100		100		
13	Future Volunteer Coordinator Office	1			1	100		100		
14	Group Office for Kennel Staff	1			3	36		108		3 computer workstations for kennel staff.
15	ACO Supervisor's Office	1			1	100		100		
16	ACO Group Office	1			4	48		192		
	OTHER ADMIN. SPACES									
17	Workroom	1				100		100	Behind Customer Service Counter	Copy machine, 12' counter, 2 filing cabinets
18	Staff Breakroom	1				180		180	Consider access to outdoor space	Counter with sink, refrigerator, microwave, coffee maker, and seating at table for 6
19	Staff Locker Alcove	1				10		10		10 Lockers for staff 1' x1' x3'.
20	Staff Toilets	2				60		120		Unisex is acceptable. Verify to comply with code.
21	Staff Shower Room	1				64		64		Unisex is acceptable.
22	Volunteer Check-In and Lockers	1				50		50		Kiosk Computer for Check-In & name tags. Provide 12 lockers 1'X1'X1'.
23	Pet Food Bank Storage	1				200		200		
24	Mechanical/ Elec Room	1				150		150		
25	Janitorial Closet	1				50		50		
26	Data/Phone Closet	1				50		50		
	Subtotal:							**4,064**		
	Net to Gross SF Factor 30%:							1,219		
	Departmental Gross Area:							**5,283**		

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

SECTION B - MEDICAL CLINIC

	Room or Space	No. of Rooms			No. of People	SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Veterinary Office	1				140		140		
2	Prep/Treatment Room	1				240		240		2 peninsula style wet exam tables and full size refrigerator.
3	Pre-Op/Post-Op Holding - Dogs	1				192		192		12 cages and four 4'x4' holding pens
4	Pre-Op/Post-Op Holding - Cats	1				96		96		12 cages
5	Recovery Room	1				80		80		Space for 2 animal recovering on the floor.
6	Feral Cat Holding	1				80		80		Space for 6 traps on stainless steel shelves.
7	Surgery Room	1				240		240		Two surgery tables, countertop along wall with upper cabinets, view windows to prep area.
8	Work Station for Vet Tech	1			1	36		36		
9	Laboratory/Pharmacy Alcove	1			1	100		100		Counter top approximately 12' long with sink and refrigerator with space for microscope, centrifuge and blood analyzer and controlled drug storage
11	Medical Supply Room	1				80		80		
12	Medical Gas Storage Room	1				50		50		
13	X-Ray Room	0				-		-		Not required per client.
14	Clean Up Area	1				80		80		10' long countertop with 2-compartment sink and space for 2 autoclaves.
15	Staff Toilet	1				60		60		Unisex type
16	Medical Laundry	1				60		60		Residential washer and dryer. This laundry is
	Subtotal:							**1,534**		
	Net to Gross SF Factor 30%:							460		
	Departmental Gross Area:							**1,994**		

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

Shelter Planners of America, Copyright ©

SECTION C - ANIMAL HOUSING - INTERIOR

	Room or Space	No. of Spaces	Animals per Space	Animals to be Housed	Size			SF of Each	SF of Walkway	Total SF	Adjacent to or Near	Equipment / Comments
1	Adoption Dog - Flex Rooms	4	2	4	8.0	x	8.0	64	40	416		Dog runs to be a convertible configuration. See corresponding Exterior Run
2	Adoption Dog Runs - Standard	36	1	36	5.0	x	6.0	30	25.0	1,980		Dog runs to be a convertible configuration. See corresponding Exterior Run
3	Stray Dog Runs - Jumbo	0	1	0	6.0	x	6.0	36	30	-		Dog runs to be a quick clean configuration. See corresponding Exterior Run
4	Stray Dog Runs - Standard	14	1	14	5.0	x	6.0	30	25.0	770		Dog runs to be a quick clean configuration. See corresponding Exterior Run
5	Nursing Mother Dogs - Jumbo	0	1	0	6.0	x	6.0	36	30	-		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
6	Medical Observation Dog Runs	3	1	3	5.0	x	6.0	30	25.0	165		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
7	Medical Isolation Dog Runs	3	1	3	5.0	x	6.0	30	25.0	165		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
8	Quarantine Dog Runs	2	1	2	5.0	x	6.0	30	25.0	110		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
9	Puppy Pens	1	2	2	3.0	x	5.0	15	25	40		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run.
10	Transfer Dog Runs - Jumbo	0	2	0	6.0	x	6.0	36	30	-		See corresponding Exterior Run
11	Transfer Dog Runs - Standard	0	1	0	5.0	x	6.0	30	25	-		See corresponding Exterior Run
	TOTAL DOGS:			64								
12	Adoption Cat Room - Adult	12	1	12				5	12	204		Each cat is housed in a 2-compartment cage.
13	Adoption Cat Room - Kitten	10	1	10								
14	Cat Community Rooms (18 SF / cat Free Roam)	2	4	8	8.0	x	8.0	64		128	Lobby	
14	Cat Condo Rooms (18 SF / cat Free Roam)	2	1	2	4.0	x	4.5	18		36	Lobby	
15	Stray Cat Room - Adult	10	1	10				5	12	170		Each cat is housed in a 2-compartment cage.
16	Stray Cat Room - Feral	0	1	0				5	12	-		
16	Stray Cat Room - Kitten	0	1	0				5	12	-		
17	Nursing Mother Cats	0	1	0				5	12	-		
18	Medical Observation Cats - Non-Viewable	0	1	3				5	12	51		Each cat is housed in a 2-compartment cage.
19	Medical Isolation Cats - Non-Viewable	1	1	3				5	12	51		Each cat is housed in a 2-compartment cage.
20	Quarantine Cat Room - Viewable by public	1	1	2				5	12	34		Each cat is housed in a 2-compartment cage.
	TOTAL CATS:			50								
21	Other Animals	1	-	-	8.0	x	10.0	80		80		
									-	-		
								-	-	-		
	Subtotal:									**4,400**		
	Net to Gross SF Factor 30%:									1,320		
	Departmental Gross Area:									**5,720**		

RFQ 25-15 Animal Services Facility Design
Appendix B
City Issued RFQ

SECTION D - ANIMAL HOUSING - OUTDOOR COVERED

	Room or Space	No. of Spaces	Animals per Space		Size			SF of Each	SF of Walkway	Total SF	Adjacent to or Near	Equipment / Comments
1	Adoption Dog - Flex Rooms Outdoor Portio	4	2		8.0	x	8.0	64	40	416		See corresponding Interior Run
2	Adoption Dog Runs - Standard	36	1		5.0	x	8.0	40	25	2,340		See corresponding Interior Run
3	Stray Dog Runs - Jumbo	-	1		6.0	x	8.0	48	30	-		See corresponding Interior Run
4	Stray Dog Runs - Standard	14	1		5.0	x	8.0	40	25	910		See corresponding Interior Run
5	Nursing Mother Dog Runs - Jumbo	-	1		6.0	x	8.0	48	30	-		See corresponding Interior Run
6	Medical Observation Dog Runs	3	1		5.0	x	8.0	40	25	195		See corresponding Interior Run
7	Medical Isolation Dog Runs	3	1		5.0	x	8.0	40	25	195		See corresponding Interior Run
8	Dog Quarantine Runs	2	1		5.0	x	8.0	40	25	130		See corresponding Interior Run
9	Puppy Runs -	1	2		5.0	x	6.0	30	25	55		See corresponding Interior Run
10	Transfer Runs - Jumbo	-	1		6.0	x	8.0	48	30	-		See corresponding Interior Run
11	Transfer Runs - Standard	-	2		5.0	x	8.0	40	25	-		See corresponding Interior Run
12	Cat Sun Porch	2			8.0	x	8.0	64	40	208		See corresponding Interior Run
	Subtotal:									**4,449**		
	Departmental Gross Area:									**4,449**		

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

SECTION E - ANIMAL SUPPORT AREA - INTERIOR

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Animal Receiving	1				250		250	Near Admissions Lobby and Sally Port	Stainless steel counter with sink, under-counter refrigerator, scales for dogs, scales for cats, exam table, space for computer, and space to photograph animals in separate room.
2	Dog Intake Holding	1				72		72	Animal Receiving	Two 4'x4' pens
3	Cat Intake Holding	1				40		40	Animal Receiving	2 cat cages
4	Get Acquainted Rooms	2				80		160		Two for dogs.
5	Photo Room	1				50		50		One room for both cats and dogs.
6	Animal Kitchen	2				120		240		One for cats and one for dogs. Counter with 3-compartment sink, commercial under-counter dishwasher for cats, commercial vertical dishwasher for dogs and upright freezer.
7	Food and Litter Storage	1				150		150		
8	Laundry	1				240		240	Centrally located	2 Commercial washers and 2 dryers with folding tables, shelves and space for carts.
9	Cleaning Equipment Room	3				80		240	Adoption dogs, medical dogs, cats	Cleaning supplies, pressure wash equipment, space for janitor's sink, trash cans, etc.
10	Grooming Room	1				100		100		1 Grooming tub & 1 Grooming table
11	Euthanasia Room	1				150		150		Counter with sink, hydraulic exam table, and chest freezer
15	Mechanical Room	1				150		150		
	Subtotal:							**1,842**		
	Net to Gross SF Factor 30%:							553		
	Departmental Gross Area:							**2,395**		

SECTION F - ANIMAL SUPPORT AREA - UNFINISHED SPACE

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Covered Truck Area (1 spaces)	1				500		500		To be used for crate wash.
6	Event Storage	1				100		100		
7	Trap Storage	0				-		-		Reuse existing storage shed.
8	Crate Storage	0				-		-		Reuse existing storage shed.
9	Storage for Animal-Related Items	1				100		100		
	Subtotal:							**700**		
	Departmental Gross Area:							**700**		

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Shelter Planners of America, Copyright ©

EXHIBIT C

OPINION OF PROBABLE COST - 10 YEAR PROJECTION

FAYETTEVILLE ANIMAL SHELTER
DATE: 10-25-24

Based on New Construction on a New Site:

	2032
Fully Enclosed Space - SF :	**15,392**
Exterior Space - SF :	**5,149**
Total SF :	**20,541**

	New Construction Total SF	LOW Total Cost at $491.50 Per SF	HIGH Total Cost at $564.00 Per SF
Fully Enclosed Space			
A Administrative Areas	5,283		
B Medical Clinic	1,994		
C Animal Housing - Interior	5,720		
D Animal Support Areas - Interior	2,395		
Subtotals:	15,392	$ 7,565,168	$ 8,681,088
			Total Cost at
Exterior Space	**Total SF**	**$344.05 Per SF**	**$394.80 Per SF**
E Animal Housing - OUTDOOR COVERED	4,449		
F Animal Support Areas - Exterior - UNFINISHED SPACE	700		
Subtotals:	5,149	$ 1,771,513	$ 2,032,825
Building - Sub-Totals:	**20,541**	**$ 9,336,681**	**$ 10,713,913**
Site Work & Parking (Low 10% / High 15%)		$ 933,668	$ 1,607,087
Total Construction Cost		**$ 10,270,350**	**$ 12,321,000**
	Total Cost / SF	**$ 500**	**$ 600**

Consider Budgeting for the following:

Soft Costs 15% (AE Fees, Civil Engineering, Surveying, Soil Tests, Construction Materials Testing, Air Balancing, Furnishing, Loose Equipment, Computers & Phone System, etc.)		$ 1,540,552	$ 1,848,150
Contingency 5%		$ 590,545	$ 708,458
Escalation 5%		$ 590,545	$ 708,458
Estimated Total Project Cost		**$ 12,991,992**	**$ 15,586,065**

*Note: 1. This does not include the cost of land.

2. Please note, the Opinion of Probable Cost provided is based on historical costs of other animal shelter projects, but the construction market is extremely unpredictable at this time.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

EXHIBIT D

Chatham County Animal Services Facility

Pittsboro, NC

Project Information:

- Publicly Bid
- Project Delivery Method: CMAR
- Type of Construction: Steel Frame
- Dog Kenneling Material: Welded Stainless Steel
- Flooring in Dog Kennels: Epoxy Resinous
- HVAC System: 100% of Outside Air for Animals
- Project Building Size: 15,600 including a 4,000 SF renovation.
- Developed Area: 3 acres
- Total Land Area: 10 acres
- All indoor Quick-Clean dog kennels
- Quality: High

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$437/SF**

This is a County owned and operated animal shelter with housing for 40 dogs and 60 cats.

RFQ 25-15 Animal Services Facility Design
Appendix B
City Issued RFQ

Chatham County Animal Services Facility

Pittsboro, NC

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

"Shelter Planners of America"

Lafayette Animal Shelter & Care Center

Lafayette, LA

Project Information:

- Public Bid
- Project Delivery Method: CMAR
- Type of Construction: Steel frame
- Flooring Type in Dog Kennels: Sealed Concrete
- Dog Kenneling: welded stainless steel
- Countertops: Solid Surface
- Project Size: 21,400 SF
- Site Size: 4.5 acres
- Quality: High

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$445/SF**

The facility houses 96 Dogs and 80 Cats.

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

"Shelter Planners of America"

Lafayette Animal Shelter & Care Center
Lafayette, LA

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Montgomery County Animal Adoption & Care Center

Christiansburg, VA

Project Information:

- Public Bid
- Project Delivery Method: Competitive
- Type of Construction: Wood Frame
- Flooring in Dog Kennels: Epoxy Resinous
- HVAC System: 100% of Outside Air for Animals
- Project Size: 16,733 SF
- Site Size: 3 acres
- Quality: High—Medium

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$341/SF**

This is a County owned facility that will be operated by a local non-profit. The facility features a clinic for shelter animals that a local non-profit plans to also use for a high volume spay and neuter clinic. This facility is designed to house 69 Dogs and 64 Cats.

Appendix B
RFQ 25-15 Animal Services
Facility Design
City Issued RFQ

Montgomery County Animal Adoption & Care Center

Christiansburg, VA

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Springdale Animal Shelter – with Clinic and Education Center

Springdale, AR

Project Information:

- Public Bid
- Project Delivery Method: CMAR
- Type of Construction: Wood Frame
- Flooring in Dog Kennels: Epoxy Resinous
- Project Size: 12,780 SF
- Site Size: 3 acres
- Quality: High

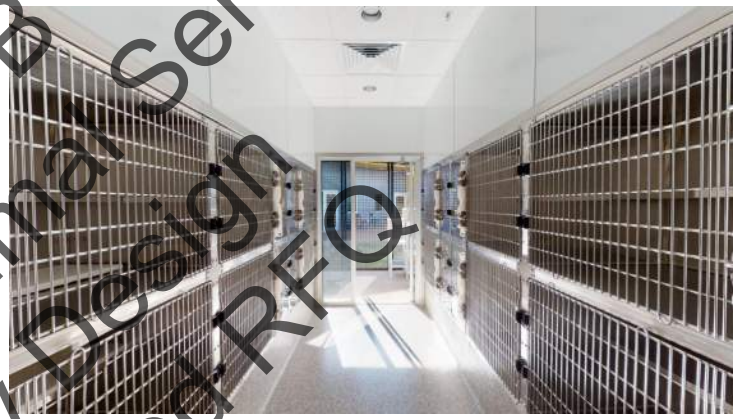
PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$497/SF**

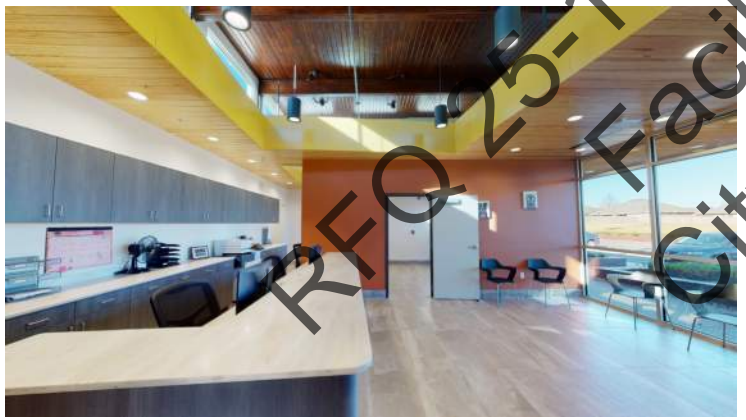
Springdale Animal Services is owned and operated by the City of Springdale. This area is experiencing significate population growth. The facility is designed to house 76 Dogs and 72 Cats.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

Springdale Animal Shelter – with Clinic and Education Center

Springdale, AR





Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

Tippecanoe County Animal Shelter

Lafayette, IN

Project Information:

- Public Bid
- Project Delivery Method: Construction Manager-Advisor
- Type of Construction: Wood Frame
- Dog Kenneling Material: Welded Stainless Steel and Porcelain tile walls
- Flooring in Dog Kennels: Epoxy Resinous
- 100% of Outside Air for Animals
- Project Size: 16,062
- Site Size: less than 3 acres
- Quality: Medium/High
- All indoor/outdoor dog kennels with two-compartment housing.

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$378/SF**

The facility houses 68 Dogs and 157 Cats.

RFQ 25-15, Animal Services Facility Design
Appendix B
City Issued RFQ

RFQ 25-15, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, August 29, 2025

To: All Prospective Vendors

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

RE: RFQ 25-15, Animal Services 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.***

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

1. Clarification – The City of Fayetteville anticipates contracting directly with Animal Shelters of America for consulting services. The selected Architectural firm will be the lead on this project and shall coordinate with the City's consultant, as necessary.

2. Questions – The following questions were received and answered by the responsible department:

    a. Question: Is the City open to working with another shelter consultant other than Shelter Planners of America?

        i. *Answer: The City of Fayetteville anticipates contracting directly with Animal Shelters of America for consulting services. Consultant will be directed to coordinate with the City's selected Architectural firm.*

    b. Question: Will the City allow a different shelter consultant of equal or better qualifications?

        i. *Answer: The City of Fayetteville anticipates contracting directly with Animal Shelters of America for consulting services. The City of Fayetteville encourages all Architectural firms to submit and not be confined to a consultant.*

    c. Question: On page 10 under 'Project Description' it states "the selected A/E team shall include Shelter Planners of America as the Animal Services Consultant..". Will Shelter Planners of America be able to submit a proposal for this RFQ?

        i. *Answer: All qualified Engineering/Architectural firms are welcome to submit their statement of qualifications to the City for this project.*

RFQ 25-15, Addendum 2

CITY OF FAYETTEVILLE ARKANSAS

Date: Monday, September 8, 2025

To: All Prospective Vendors

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

RE: RFQ 25-15, Animal Services 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. Questions – The following questions were received and answered by the responsible department:

    a. Question: What scope of work is expected or anticipated for Shelter Planners of America to integrate into Proposer's team?

        i. *Answer: Shelter Planners will serve in a sub-consultant capacity, providing input on programing, site analysis, conceptual design, schematic design, recommendation on equipment selections, and shall be available for construction observations.*

    b. Question: Is Crafton Tull eligible to pursue the design services for this project?

        i. *Answer: All qualified Engineering/Architectural firms are welcome to submit their statement of qualifications to the City for this project.*

Appendix B
RFQ 25-15, Animal Services
Facility Design
City Issued RFQ

RFQ 25-15 Addendum 2
Rania Alomar Architect Inc
Rania Alomar Architect Inc
Supplier Response

RFQ 25-15 Appendix C Animal Services Facility Design Rania Alomar's Proposal

Event Information

Number: RFQ 25-15 Addendum 2
Title: Animal Services Facility Design
Type: Request for Qualifications
Issue Date: 8/24/2025
Deadline: 9/18/2025 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 Animal Services 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

Rania Alomar Architect Inc Information

Contact: Michael Green
Address: 7523 Norton Avenue
West Hollywood, CA 90046
Phone: (323) 851-4040
Email: mike@ra-da.com
Web Address: www.ra-da.com

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

Michael Green
Signature

mike@ra-da.com
Email

Submitted at 9/18/2025 12:54:48 PM (CT)

Requested Attachments

RFQ 25-15, Animal Services Facility Design

RA-DA Response R3_Fayetteville Animal Facility.pdf

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

Response Attachments

Signed Required Forms RFQ 25-15, Animal Services Facility Design.pdf

Required signed forms

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

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal

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

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

RA-DA

RANIA ALOMAR ARCHITECT, INC
7523 Norton Avenue, West Hollywood, CA 90046
T. 323.851.4040 // www.ra-da.com // rania@ra-da.com

PREPARED WITH CARE FOR THE

FAYETTEVILLE ANIMAL FACILITY DESIGN

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

REQUEST FOR QUALIFICATIONS 25-15
ANIMAL SERVICES FACILITY DESIGN

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

DUE DATE: 2:00 PM CST
SEPTEMBER 18, 2025

TABLE OF CONTENTS

SECTION 1 COVER LETTER

SECTION 2 METHODOLOGY
- SPECIFIC APPROACH
- SCHEDULE
- ORGANIZATION CHART

SECTION 3 EXPERIENCE
- TEAM EXPERIENCE
- PROJECT TYPE DISCUSSION
- CONSULTANT ENGINEERS

SECTION 4 REFERENCES

SECTION 5 EXCEPTIONS & REQUIREMENTS

SECTION 6 APPENDICES
- RESUMES
- PROJECT SPECIFIC EXPERIENCE

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

COVER LETTER

Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer.

September 18, 2025

City of Fayetteville Procurement Division
RFQ 25-15, Animal Services Facility Design

Dear members of the Selection Committee,

We are pleased to present you with our response to the Request for Qualifications to provide Architectural & Engineering Services for the Fayetteville Animal Services Facility Design. This submittal contains all required documentation specified in your Request For Qualifications and all Addenda and question responses have been reviewed.

RA-DA is an award-winning full service design and architecture firm based in West Hollywood that is one of a small handful of firms that specialize in Animal Shelters and Pet Resource Centers. Paired with our acumen for public architecture and our extensive list of municipal on-call contracts you will find that we are perfectly situated to fulfill your needs for a new animal services facility. As you will see in our submittal, we are a leader in providing state-of-the-art thinking and solutions for the care of animals. The consultants we list regularly work with us on our animal facilities and municipal contracts allowing us to create the perfect team for your needs. We look forward to working with Shelter Planners of America and implementing their insights into the design. Together we think we could be a powerhouse team. We, as a group, are well-versed in the processes of municipal planners and stakeholders and can shepherd your project with ease from concept through closeout. Giving you a facility you will be happy to occupy for decades to come.

We have recently completed the multiple award winning Pet Resource Center in Bentonville that also functions as a community and animal outreach center. We have designed and built a LEED Silver Animal Shelter for the City of Los Angeles which is the largest in teh region (260 kennels), and our Pet Adoption Center in New York City won Best of Interior Design and NYxDESIGN awards. Recently we constructed the new Porterville, California animal shelter for the Sheriff's Department, a new surgical suite and isolation rooms for NKLA in Los Angeles, California, and are in the design phase for a new Animal Shelter & Transport Facility in New York State. With our experience in public architecture we have been able to combine thinking toward how animals are cared for and how the building and animal spaces interact with the public. Breaking away from sheltering ideas of the past we can help you design a true community resource that draws in the public and therefore helps more animals find their forever homes.

On behalf of our team, we would like to again state our sincere interest in working with you and build a quality working relationship with the City of Fayetteville. We can assure you of our commitment should we be chosen to support this future endeavor.

Yours truly,

Rania Alomar, AIA
Principal and Founder, RA-DA
7523 Norton Avenue
West Hollywood, CA 90046
T. 323 851-4040
E. rania@ra-da.com

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

METHODOLOGY

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.

The following narrative describes our project specific method for working with you on your new animal facility design. RA-DA is one of a small handful of firms that specializes in this type of facility and our experience is nation wide. We are known for our forward thinking in animal care and adoption center design helping many municipalities and non-profits in the care, treatment, and re-homing of animals.

PREDESIGN PHASE

Assemble Project Team

After being assigned the project by the City, RA-DA shall assemble the project team to review the preliminary program and the scope of the project. Engineers and Specialty consultants shall be included as needed by the project. We shall review the team selection with the City and adjust it as is necessary.

For a project of this scope we anticipate the team to be as follows:

Architect team

MEP Engineers

Structural Engineer

Civil Engineer

Acoustical Engineer

Specifications Writer

Cost Estimator

Constructibility Reviewer (QA/QC)

Door Hardware Consultant

Land Use Consultant

(if CUP or zoning variances are required)

LEED Consultant

Discovery

RA-DA and our team members shall conduct a zoning and code analysis of the site / building. We have found that it is important to do this before the kickoff meeting with the client group so that we have a clear understanding of what is possible and what is required by the City and other jurisdictional and utility agencies. At this stage, we will review our team and determine whether a Land Use Consultant is needed for the project. If a CUP or zoning variance (or any other long lead time jurisdictional requirements) is required, this will need to be started immediately in order for the project to meet the anticipated schedule. We will also review in depth the work that may have already been done including the program and topographic survey and soils report.

Kick-off Meeting

RA-DA shall assist the City to schedule a kick-off meeting with the complete project team that includes the A/E firms, consultants, City's Project Manager, the User Group, the City's plan review department representatives and if appropriate, also the construction manager. This meeting will allow all team members to meet and for us to know all the stakeholders of the project.

We shall discuss the process, review the budget and the delivery method and scope. We shall review the City's Delivery Standards and any project specific requirements including LEED goals. We shall review the schedule and confirm its acceptability to the team and stakeholders. We shall establish user information and communication protocols, construction platform, and review owner and agency submittal requirements.

RA-DA shall also present our design process for this project, review QA/QC procedures, Value Engineering procedures and explain next steps and how we would like to proceed.

Program Review & Preliminary Diagramming

You have already done a lot of this work with Shelter Planners of America so you are ahead of the game! We would want to spend some time doing a deep dive into the document and the findings that have already been compiled.

We will create diagrams to describe the sizes and needs of the facility and work with you and Shelter Planners of America to create a draft diagram of the spaces identified. This is a starting point for a concept level design and will allow us to start to organize the spaces relative to the site.

We do however still want to have a conversation with you about the overall goals of the facility. A big part

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Aloman's Proposal

of this is an alignment of goals between the Design Team and the Client Team

Values to consider:

- Human: functional, social, physical, physiological, psychological
- Environmental: site, climate, context, resources, waste
- Cultural: historical, institutional, political, legal
- Technological: materials, systems, processes
- Temporal: growth, change, permanence
- Economic: finance, construction, operations, maintenance, energy
- Aesthetic: form, space, color, meaning
- Safety: structural, fire, chemical, personal, criminal

We will expand your program / project description to capture aspirational goals of the project beyond functional details of the space. A well-conceived program leads to high quality design.

Site Visit & Preliminary Team Meeting

The RA-DA team and key members of the Consultant and Engineer Teams shall visit the proposed site and also the existing facility and review the scope for the project informally with the City Project Manager and Shelter Planners of America.

Having reviewed the preliminary findings in the Report prepared by Shelter Planners of America we can study the possiblities for the Site and prepare a series of 'test-fits' that explore the possiblities.

Concept

The concept design phase is the very beginning of the architectural design process. This is where we translate your goals, needs, and vision for the animal shelter into initial ideas and visual concepts. It's not about detailed drawings yet—it's about exploring the big picture and setting the direction for the entire project.

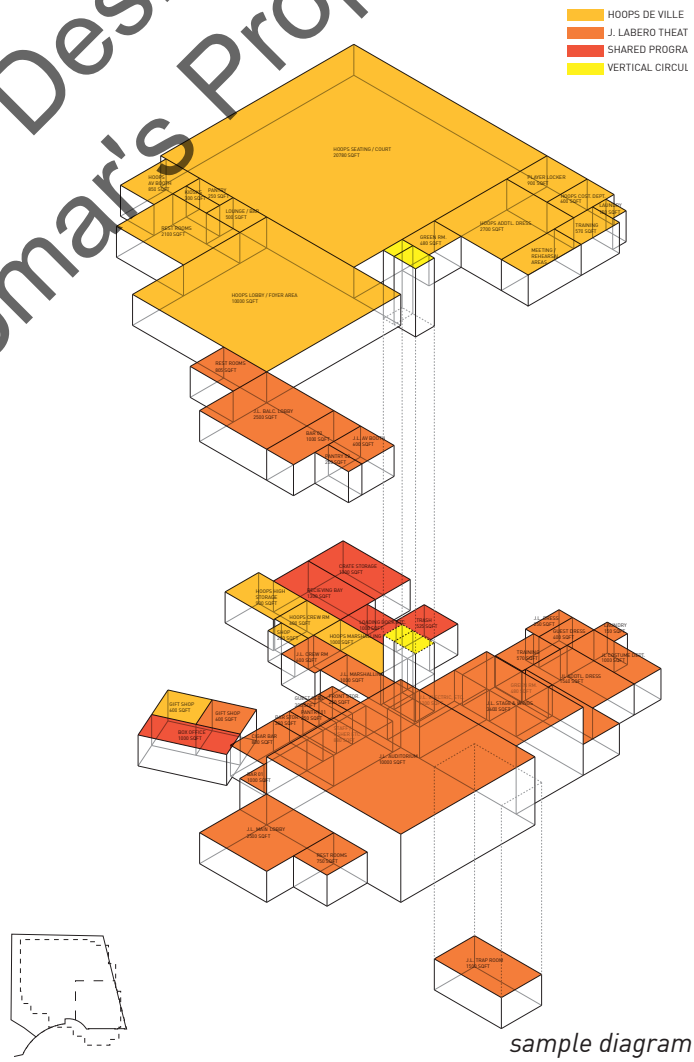
The organizational solutions developed in the Programming phase are clearly organized into 2 or 3 best schemes that are often significantly different. Aspirational goals are addressed and incorporated into these schemes.

The schemes will **Clarify relationships:** How should animals, staff, and visitors move through the building? What needs to be quiet or private? Where is security or visibility most important? How does the building increase adoptions? What are the best tactics for this? How do we maintain the health and safety of animals and staff. How can we make operations easier and more efficient?

They will also **Define the feel:** Should the shelter feel calm and nurturing? Bright and cheerful? Efficient and durable?

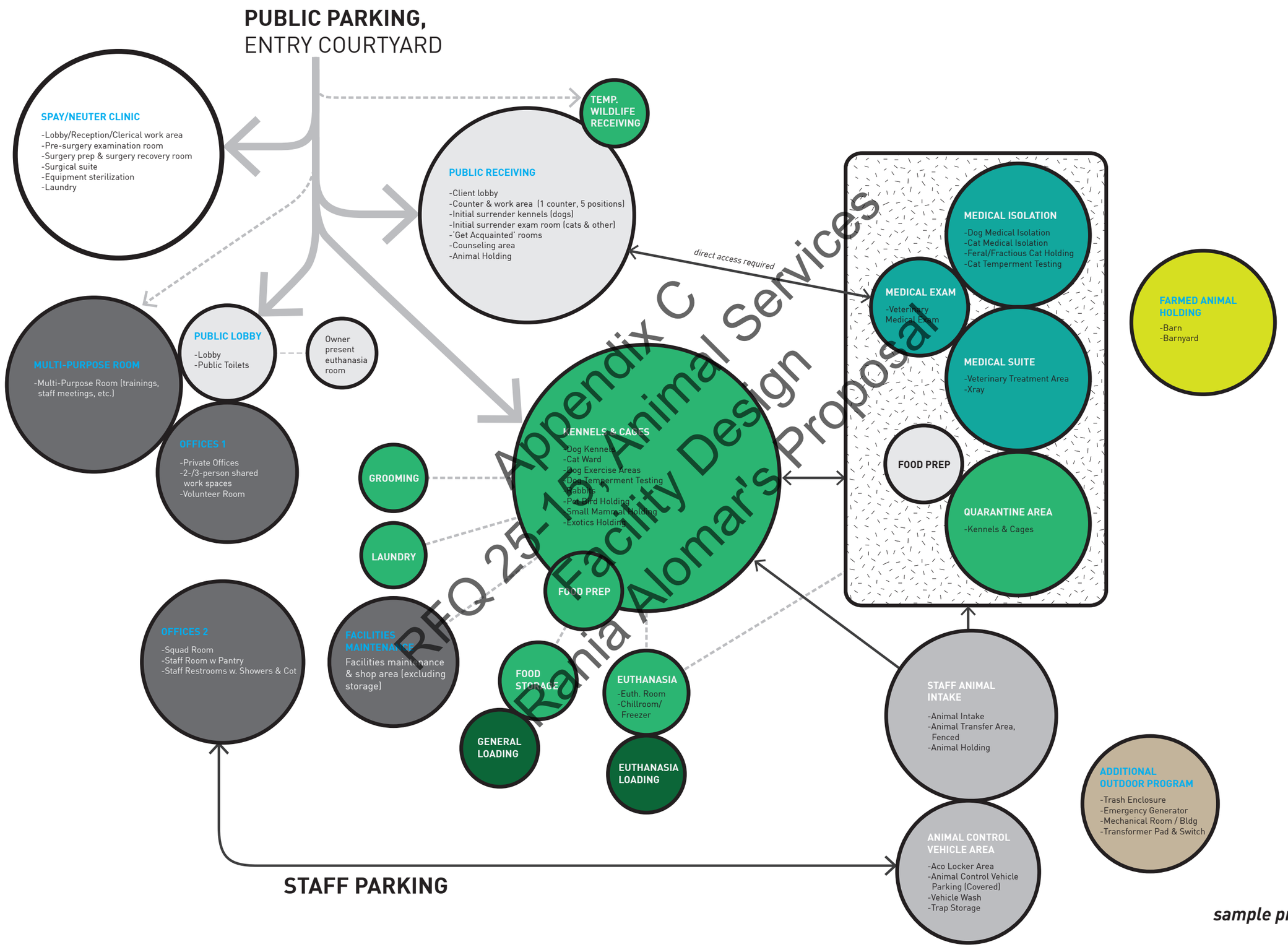
And also how will the building **Respond to the site:** How can we take advantage of natural light, views, wind, slope and landscape? How does the building relate to its surroundings?

Pros and cons (including preliminary construction cost review) of each scheme are identified and presented to the Client and User group in a Design Workshop where we will review all options and also have a high-level look at budget, schedule and next steps.



sample diagram

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal



Appendix C
RFQ 25-15 Animal Services Facility Design
Rania Alomar's Proposal

sample program diagram

'ARCHITECTURAL DESIGN SERVICES' ARE BROKEN INTO THREE PHASES. THOSE ARE SCHEMATIC DESIGN; DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASES.

SCHEMATIC DESIGN PHASE

Once the program is approved by the Client and the City, we establish a cost model based on it and the project construction budget. We do this working closely with a cost estimator (or construction manager or contractor where applicable) and review it with the City Project Manager. Our wealth of experience in the design of animal care facilities will guide the team greatly in compiling a realistic and successful cost model.

Based on the approved concept plan, RA-DA shall develop an approach to the design that coincides with our cost model and the program. We shall develop a design approach to the project that reflects the aspirational goals discovered in the programming phase. Good design is more than just a functional solution to the users' needs but should also be an expression of the aspirations of the facility. We use this to guide our decisions as we continue to develop the scheme. Much of our work early in this phase is in three-dimensional modeling so that we can clearly communicate the design and approach as it is being developed.

If the Client wants to pursue LEED Sustainability goals, our LEED Consultant will develop a LEED checklist that achieves the goals delineated in the Program.

We work closely with our engineers and consultants to study and establish an approach to the systems and infrastructure for the project. We will begin to assemble loose materials and color palettes for key components of the design that coincide with our conceptual design approach to the Project.

Kennel design is often one of the key factors in this facility type and as such we address this early on. We will work with Shelter Planners of America and with manufacturers to compile a custom catalogue of appropriate solutions for this part of the project. We shall arrange site visits when necessary to review difference kennel designs.

An Interim Design Review meeting with the City Project Manager, Construction Management team and User group will allow us to present the design approach and the options for systems, colors and materials for the project. We will solicit feedback from the group and incorporate comments into the scheme. This is often completed in a series of meetings so that updates can be reviewed as we develop the scheme.

RA-DA shall complete a schematic design package that will be distributed to the Client group and shall be reviewed by the Construction Manager, the cost estimator, and serve as an internal check set for quality control purposes.

Results from the cost estimate shall guide us in any value engineering efforts at this stage. A final design review meeting shall be conducted with the Client group once they have had an opportunity to review the documents. The design of the project and any possible Value engineering will be discussed in detail in this meeting. Our 3D model will be updated and allow us to guide the Client through the building in real-time, allowing them to better understand the spaces. Any changes can be tested immediately in this meeting.

Sample SD Deliverables:

Architectural Drawings (schematic level)

3-D Concept model of the building

Preliminary approach to Color and Materials

Outline Specifications

MEP Assessment Report

Structural Report

Civil Report

Cost Estimate

Updated Program

Updated Cost Model

Updated Schedule

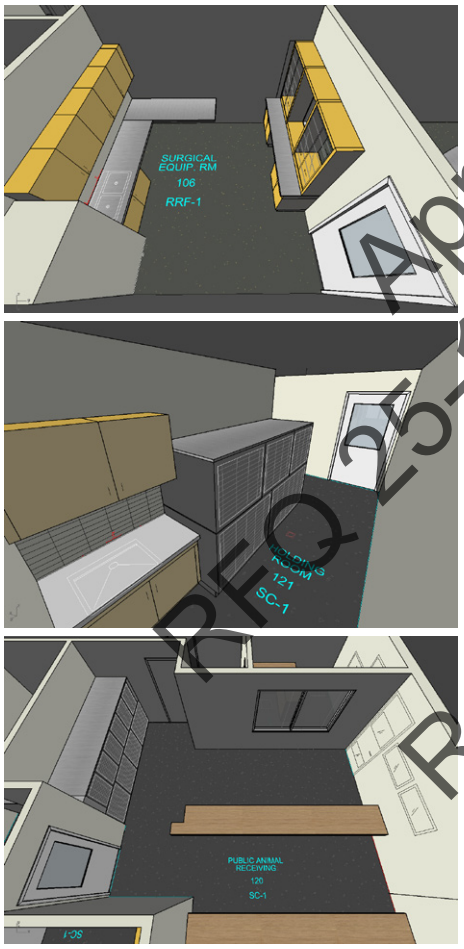
LEED Follow up

Basis of Design Report

(And other items as required per the County)

Appendix C: Animal Services Facility Design
RFQ 25-15
Rania Alomar's Proposal

From Pet Resource Center, Bentonville Arkansas: Early concept ideation imagery.



From South Los Angeles Animal Care Center:

A room by room virtual tour of the facility allows the client to review casework, doors, windows, equipment, cages etc. in each space with ease.

DESIGN DEVELOPMENT PHASE

Once the Client has approved the Schematic Design, the Project moves into Design Development. The design and all of its systems will be developed during this phase and critical architectural and technical issues will be identified and resolved so that the Project becomes more buildable.

The design team will also schedule meetings with all the pertinent reviewing agencies and the Fire Department to check the design's conformance to code with a goal of catching any issues early on.

RA-DA will compile complete color and materials palettes for the project at this stage and generate a series of renderings that describe key design moments in the project. We will compile the final kennel and equipment solutions into a catalogue for review and also select key lighting fixtures that impact the design and budget. We consider sustainability attributes and review and update the LEED checklist as necessary, making sure we are still on track for achieving the requires points.

RA-DA will work closely with our engineers and consultants to design systems and a lighting and HVAC scheme for the project. We shall develop the site design and define the approach to the landscaping. As a team, we shall assemble these designs into a coherent presentation to communicate clearly the design ideas, decisions and options to the client.

It is important that the design is clearly communicated to the City Project Manager and the User Group so that we can reach a consensus at this stage and avoid impactful changes later on in the project. We have found that our skill in generating photo-realistic 3-dimensional models of the space have proved invaluable in this effort.

Design review 'workshops' will be held at 50% and at 100% DD. We see these meetings as collaborative and interactive efforts where we work closely with the client to understand and incorporate their goals.

Each of these interim milestones will also serve as an opportunity for the A/E team to conduct an internal check of the drawings and to coordinate the disciplines. In addition to this, the Construction Management Team will perform a QA/QC review of the set will be conducted at approximately 90% DD. This review will be primarily for 'buildability' and to check coordination of the set.

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomari's Proposal

At 90% we shall also have the cost estimator conduct (Under the CM) a review of the drawings and update the SD estimate. This will lead our efforts in value engineering any aspect of the project if needed. The Client group shall also be given the package at this stage to allow them to review the set prior to the final DD Workshop at 100%.

Sample DD Deliverables:

Architectural Drawings (Design Development level)

3-D model of building and site

Viewpoint sketch renderings of key areas

Color and Materials Palette

Specifications

Mechanical, Electrical, Plumbing Drawings (Design Development level)

Structural Drawings

Civil drawings

Landscape planting selections and overall approach

Cost Estimate

Third party QA/QC report

Updated Program

Updated Cost Model

Updated Schedule

LEED follow up

Basis of Design Report

(And other items as required per the County)

CONSTRUCTION DOCUMENTS PHASE

Upon receipt of the Client's approval to proceed, work will move into Construction Documents Phase and the Project will be prepared in detail in the drawings and specifications for Permitting, Bid and Construction. Additional visits to jurisdictional agencies will be made by RA-DA and our team of consultants and engineers as necessary to resolve any outstanding code issues.

The A/E team shall continue to develop the drawings to describe all aspects of the project in detail. We shall finalize the selection of finishes, fixtures and equipment and obtain approval from the Client on all these parts of the project. We shall use interim design review meetings at 50% and 90% to make sure the Client Group is fully aware of all aspects of the project and give the stakeholder an opportunity to affect the design and make decisions along the way.

Two internal QA/QC Reviews and two external Construction Manager reviews both at 50% and 90% will be conducted in this phase. We will cross-check our documents and make sure all disciplines are coordinated. All comments from these will be incorporated into the documents.

There will be a cost review at 50% and again at 90% document completion, giving us time to adjust aspects of the project if needed. The results of these estimates will be reviewed with the Client and followed by a value engineering effort if necessary.

Sample CD Deliverables:

Complete Architectural Drawings

3-D model of building

Sketch renderings of key areas

Final Color and Materials Palette (mounted boards)

Complete Specifications

Mechanical, Electrical, Plumbing Drawings and Specs

Structural Drawings

Civil Drawings

Landscape and Irrigation drawings

Cost Estimate

Third party QA/QC report

Updated Program

Room by room 3-D sketches indicating finishes, lighting and casework.

Schedules of all furniture and equipment as necessary.

LEED follow up

Basis of Design Report

(And other items as required per the County)

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

PERMITTING

Our 'Plan Check Set' is formatted and structured with the plan checker's ease in mind. Since we have completed many of these types of projects, in a variety of different Cities and States, we understand the best way to present the design to the governing agencies and are able complete this process expeditiously. Our early meetings with jurisdictional agencies will have helped prepare us for this.

With the Client's approval, the project will be submitted for Plan Check and the RA-DA Team shall stay involved with the agencies, attending meetings and making changes to the drawings as necessary. The team shepherds the sets through all clearances and will work with the agencies and the City to make sure all issues and paperwork are addressed and completed in a timely fashion.

If we need to expedite the design and permitting schedule, we can also submit the drawings to the City at 80% completion. We structure this in such a manner that keeps the drawings easy to review by the plan checker. We avoid making changes to submitted sheets unless required by the plan checker and limit the remainder of our work to adding sheets showing detail or schedules that are not relevant to the plan checker.

All plan check comments for all disciplines are incorporated into the set of drawings and clouded for clarity.

Finally, all changes are coordinated between the disciplines so that the final 'Bid Set' is well coordinated and accurate.

BID & CONSTRUCTION

Having worked on many different kinds of project delivery methods, this is by far the best outcome. GCCM offers more cost and schedule certainty than traditional design-bid-build, and it fosters collaboration between the architect, client, and builder from the start. It's especially useful for complex or time-sensitive projects, like an animal shelter that must balance specialized functions, durability, and tight budgets.

With the Client's approval, the project will be issued for Bid. The A/E team will support this effort by responding to RFI's and distributing Addenda as needed. We shall assist the Client in resolving Bid issues as needed.

All Addenda and RFI answers shall be incorporated into the set of drawings and specifications and a 'Construction Set' shall be issued.

The RA-DA A/E team shall provide full construction administration services including regular site visits, responding to RFI's, reviewing Shop Drawings, resolving construction issues, reviewing Change Orders if requested and apprehending any potential design or construction conflicts before they occur. Our Construction Administration team always includes the designers that have been on the project since the beginning so that the design intent is followed through upon. We find that this is the best and most efficient way to make sure the outcome is a successful one.

We are thorough in our review of the work, providing regular field reports and anticipating any aspects of the project that need extra attention or may be more complex than usual.

From the beginning of the Construction Process we identify and discuss long lead time items with the CM group. We work with the CM to make sure the have access to the materials we have specified. We have strong relationships with our representatives for key materials and leverage those to make sure we are getting the pricing and the products that we specified.

At substantial completion we will 'punch list ' the project and follow up to make sure all identified items have been addressed fully.

At the conclusion of construction, the team shall complete the Record Drawings, assist in Commissioning efforts and conduct the LEED certification process if necessary.

POST-OCCUPANCY ADMINISTRATION

Once the Client group moves into the facility, the RA-DA team will be available for any issues that might arise or changes or additions that need to be made.

We always like to stay involved after completion as issues and changes might affect the design and it is in our interest for this to be a successful building both in product and in experience.

- **Ongoing Support:** Over the course of the warranty year, if problems arise—like a door that won't close properly or a system that isn't performing as expected—you can reach out to us. We'll help assess whether it's a warranty item and coordinate communication with the

Appendix C
RFQ 25-15; Animal Services
Facility Design
Rania Alomar's Proposal

contractor as needed.

- **Documentation:** We'll help document issues and track their resolution to ensure there's a clear record.
- **11-Month Review:** Before the warranty expires, typically around month 11, we'll schedule another walkthrough to identify any final concerns. This gives the contractor time to address them before their responsibility ends.

While we don't perform repairs ourselves or enforce the contractor's obligations, we act as your advocate—helping you interpret what's covered, navigate the process, and ensure your building is performing as intended.

Schedule Administration

RA-DA has an impeccable reputation in delivering projects on time. For our Longbeach Animal Emergency Clinic we achieved an almost impossible timeline set by the client, completing design, documentation and permit procurement in less than two months. The resulting facility was successfully built within the budget and on time. Also our work with municipalities has to rigorously adhere to schedule and is always managed to do so using the tools and methods we describe in this section. For our Houghton Park Community Center for the City of Long Beach, we had an abbreviated design phase that was tied to an election cycle and we managed to design a great building for them in the space of three months. We have always taken this seriously and performed to exceed expections.

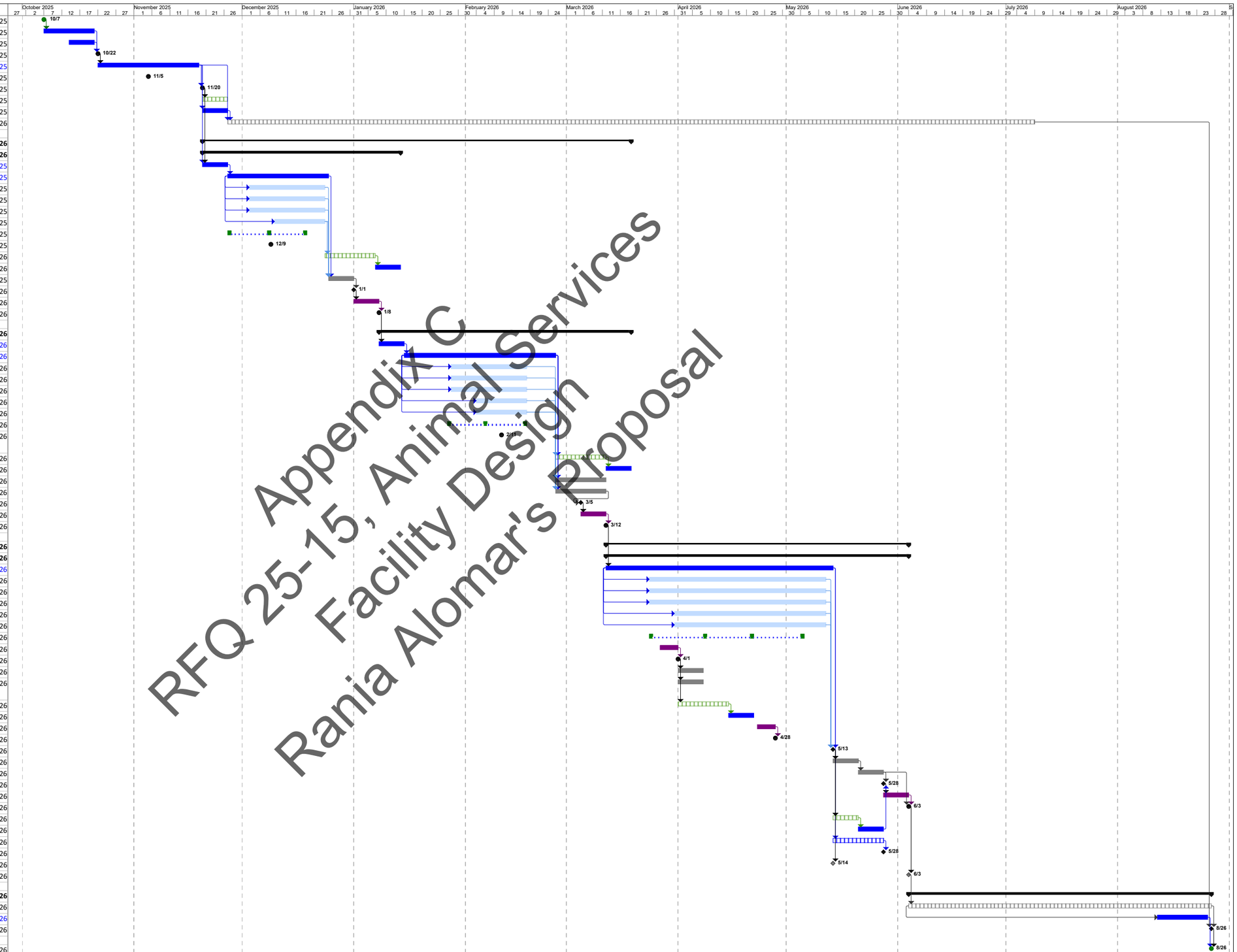
Good planning and rigorous adherence to schedule ensures that we meet the stated project timeline. We start with a realistic project schedule that we review in the kick off meeting with the team. Internal deadlines are set and adhered to by all team members. This schedule is updated throughout the phases of the project so that is is always reflecting any additional meetings or events that take place.

We will mitigate any unforeseen issues by planning early meetings with jurisdictional agencies, and performing due diligence on utilities, and the site prior to the start of construction. We will continue to work through the construction phase of the project with the contractor to anticipate any potential issues or conflicts in an effort to avert unforeseen issues that may impact the project timeline.

We are savvy on product lead times during the design phase and systematically include this information in our documents so that the contractor is aware of their impact on the critical path and can schedule accordingly. We believe in partnering with the Contractor to achieve the goals of the client, and have a history of working well with contractors.

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Aloma's Proposal

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Tue 10/7/25	Tue 10/7/25
2	AE Team Predesign, Site Visit, Utilites, Jurisdictions etc	2 wks	Tue 10/7/25	Mon 10/20/25
3	(Preliminary Estimate of possible LEED points)	5 days	Tue 10/14/25	Mon 10/20/25
4	Project Kick-Off and introductory meeting	0 days	Wed 10/22/25	Wed 10/22/25
5	Programming & Site Analysis / Three Concepts	4 wks	Wed 10/22/25	Tue 11/18/25
6	Programming Review & Site Workshop with user group	0 days	Wed 11/5/25	Wed 11/5/25
7	Site & Concept - Client review meeting	0 days	Thu 11/20/25	Thu 11/20/25
8	Cost review of Program / Concept	5 days	Thu 11/20/25	Wed 11/26/25
9	Preliminary meeting with jurisdictional agencies	5 days	Thu 11/20/25	Wed 11/26/25
10	*Start Process for any CUP or Variances if req'd*	8 mons	Thu 11/27/25	Wed 7/8/26
11				
12	**BUILDING DESIGN**	**85 days**	**Thu 11/20/25**	**Wed 3/18/26**
13	**Schematic Design Phase**	**39 days**	**Thu 11/20/25**	**Tue 1/13/26**
14	SD - Prepare Schem. Layout (include comments)	1 wk	Thu 11/20/25	Wed 11/26/25
15	SD - Architectural schem. design	4 wks	Thu 11/27/25	Wed 12/24/25
16	Structural SD development	15 days	Wed 12/3/25	Tue 12/23/25
17	Civil SD development	15 days	Wed 12/3/25	Tue 12/23/25
18	MEP systems review and summary	15 days	Wed 12/3/25	Tue 12/23/25
19	Outline Specifications, Acoustics & LEED	10 days	Wed 12/10/25	Tue 12/23/25
20	Internal decision and coordination meetings	3 days	Thu 11/27/25	Thu 12/18/25
21	Interim Design Review meeting w County / User Group	0 days	Tue 12/9/25	Tue 12/9/25
22	Cost Analysis	10 days	Wed 12/24/25	Tue 1/6/26
23	Value Review & Engineering if Req'd	5 days	Wed 1/7/26	Tue 1/13/26
24	AE team QA / QC / LEED Compliance Review	5 days	Thu 12/25/25	Wed 12/31/25
25	Submit Schem. Design Package	0 days	Thu 1/1/26	Thu 1/1/26
26	County / User Group Review	5 days	Thu 1/1/26	Wed 1/7/26
27	County / User Group Design Presentations	0 days	Thu 1/8/26	Thu 1/8/26
28				
29	**Design Development Phase**	**50 days**	**Thu 1/8/26**	**Wed 3/18/26**
30	DD - Prepare DD layout (include comments)	1 wk	Thu 1/8/26	Wed 1/14/26
31	DD - Architectural Design Development	6 wks	Thu 1/15/26	Wed 2/25/26
32	Structural Design Development	15 days	Wed 1/28/26	Tue 2/17/26
33	Civil Design Development	15 days	Wed 1/28/26	Tue 2/17/26
34	MEP Design Development	15 days	Wed 1/28/26	Tue 2/17/26
35	Landscape Design	10 days	Wed 2/4/26	Tue 2/17/26
36	Specifications Development, Acoustics & LEED	10 days	Wed 2/4/26	Tue 2/17/26
37	Internal decision or coordination meetings	3 days	Tue 1/27/26	Tue 2/17/26
38	Interim Design Review Meeting w County / User Group	0 days	Wed 2/11/26	Wed 2/11/26
39	Cost Review	2 wks	Thu 2/26/26	Wed 3/11/26
40	Value Engineering if req'd	1 wk	Thu 3/12/26	Wed 3/18/26
41	External Constructability Review	2 wks	Thu 2/26/26	Wed 3/11/26
42	AE team QA / QC / LEED Compliance Review	2 wks	Thu 2/26/26	Wed 3/11/26
43	Submit Design Development Package	0 days	Thu 3/5/26	Thu 3/5/26
44	County / User Group Review	5 days	Thu 3/5/26	Wed 3/11/26
45	County / User Group Design Presentation	0 days	Thu 3/12/26	Thu 3/12/26
46				
47	**CONSTRUCTION DOCUMENTS**	**60 days**	**Thu 3/12/26**	**Wed 6/3/26**
48	**Constr. Documents Phase**	**60 days**	**Thu 3/12/26**	**Wed 6/3/26**
49	CD - Architectural Construction Documents	9 wks	Thu 3/12/26	Wed 5/13/26
50	Structural Cosntruction Documents	35 days	Tue 3/24/26	Mon 5/11/26
51	Civil Construction Documents	35 days	Tue 3/24/26	Mon 5/11/26
52	Mech. Electrical Plumbing	35 days	Tue 3/24/26	Mon 5/11/26
53	Specifications Completed, & LEED	30 days	Tue 3/31/26	Mon 5/11/26
54	Landscape Design	30 days	Tue 3/31/26	Mon 5/11/26
55	Internal decision or coordination meetings	4 days	Tue 3/24/26	Tue 5/5/26
56	County / User Group Review	3 days	Fri 3/27/26	Tue 3/31/26
57	County / User Group Design Presentation (at 30%)	0 days	Wed 4/1/26	Wed 4/1/26
58	External Constructability Review (50%)	5 days	Wed 4/1/26	Tue 4/7/26
59	AE team QA / QC / LEED Compliance Review (at 50%)	5 days	Wed 4/1/26	Tue 4/7/26
60	Cost Analysis	10 days	Wed 4/1/26	Tue 4/14/26
61	Value Engineering if req'd + meeting	5 days	Wed 4/15/26	Tue 4/21/26
62	County / User Group Review	3 days	Thu 4/23/26	Mon 4/27/26
63	County / User Group Design Presentation (60%)	0 days	Tue 4/28/26	Tue 4/28/26
64	Submit CD package for QA/QC	0 days	Wed 5/13/26	Wed 5/13/26
65	External Constructability Review	5 days	Thu 5/14/26	Wed 5/20/26
66	A/E team final QA/QC updates to documents	5 days	Thu 5/21/26	Wed 5/27/26
67	Submit CD package (90%)	0 days	Thu 5/28/26	Thu 5/28/26
68	County / User Group Review	5 days	Thu 5/28/26	Wed 6/3/26
69	County / User Group Design Presentation	0 days	Wed 6/3/26	Wed 6/3/26
70	Cost review	5 days	Thu 5/14/26	Wed 5/20/26
71	Value Engineering if req'd	5 days	Thu 5/21/26	Wed 5/27/26
72	Team to complete LEED Design Credit Documentation	10 days	Thu 5/14/26	Wed 5/27/26
73	Submit LEED Design Credits to USGBC	0 days	Thu 5/28/26	Thu 5/28/26
74	Early agency submittal if requested	0 days	Thu 5/14/26	Thu 5/14/26
75	Agency Plan Review Submittal	0 days	Wed 6/3/26	Wed 6/3/26
76				
77	**AGENCY REVIEW**	**60 days**	**Thu 6/4/26**	**Wed 8/26/26**
78	Overall Plan Review Process	12 wks	Thu 6/4/26	Wed 8/26/26
79	Final Bid Documents preparation	2 wks	Wed 8/12/26	Tue 8/25/26
80	Permit	0 days	Wed 8/26/26	Wed 8/26/26
81				
82	**BID AND CONSTRUCTION PHASE START**	0 days	Wed 8/26/26	Wed 8/26/26



Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

Project:HARNETT COUNTY ADOPTIO
Date: Wed 9/17/25

Task · Split · Milestone · Summary · Project Summary · External Tasks · External Milestone · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Progress · Deadline

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.

CITY OF FAYETTEVILLE

SPECIALTY CONSULTANT
SHELTER PLANNERS OF AMERICA

PROJECT ARCHITECT
Rania Alomar Architect, Inc. dba RA-DA

RA-DA CORE TEAM:
PRINCIPAL IN CHARGE
-**Rania Alomar**, AIA

PROJECT MANAGER / DESIGNER
-**Michael Green**, WELL AP

SENIOR ARCHITECTURAL DESIGNER
-**Luisana Hernandez**

DESIGNERS
-**Delara Rahim**
-**Hayley Kleeman**
-**Aida Shirazi**

LOCAL POINT OF CONTACT
ENGINEERING CONSULTANTS, INC.
-Alex Font, P.E.
Lowell, AR

ENGINEERING AND CONSULTANT TEAM

LANDSCAPE ARCHITECT / CIVIL ENGINEER / SURVEY
DEVELOPMENT CONSULTANTS INC
-Jay Young
Fayetteville, AR

STRUCTURAL ENGINEER
ENGINEERING CONSULTANTS INC
-Alex Font
Lowell, AR

MEP ENGINEER
PRIGM ENGINEERING
-Jason Mowrey
Fayetteville, AR

ANIMAL SERVICES CONSULTANT
Shelter Planners of America
Arlington, TX

FIRE / LIFE SAFETY / LOW VOLTAGE
WSP, Inc
-Rick Bryzacs
Irvine, CA

COST ESTIMATING
Jacobus & Yuang, Inc
-Cobus Malan
Camarillo, CA

SPECIFICATIONS
KM Architectural Consulting
-Kathryn Marek
Boise, ID

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

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.

ANIMAL ADOPTION CENTERS - A DISCUSSION ON THE BUILDING TYPE

FIRM BACKGROUND

Animal Care Facilities are one of our main areas of expertise. We have completed this project type with great success and continue to do this kind of work for both the private and public sector working with some of the leading animal care groups and non-profits in the country. We have the knowledge base and take this kind of project seriously, assign our top team to it, and strive for design excellence. Our goal is to not only deliver a project that works but one that excels and actually offers you and your staff a facility that can achieve the results that you are seeking and at the same time simplify maintenance and staffing. RA-DA has designed Animal Centers in California, Utah, Arkansas, New York and Texas.

Along with animal facilities RA-DA specializes in Community Centers. It is our strong belief that animal adoption and care facilities are first and foremost a type of community center, and we approach the design in this manner. The overarching goal of an adoption center is to engage with the community it serves. Our experience designing the Bentonville Pet Resource Center affirmed this belief. With large areas for people to congregate and interact with the animals we are able to boost adoption rates. Large play rooms for cats allow people to both enter and interact and provide stimulation and well being for the animals. Providing large conference and gathering areas also allows the public to hold events in the space and bring people together in a space they may have not typically visited in the traditional sheltering model. Adding a cafe allows people to linger a bit longer and spend time with the animals.

Another of our areas of expertise is being an On-Call Architect for many local Municipalities. Currently we are On-Call with the City of Long Beach, The City of Placentia, Los Angeles County Development commission, and LA County Beaches and Harbors. Through this work we have learned how to successfully work with many different City, County, and State agencies to navigate the complexities of the permitting process. Including such agencies as the California Coastal Commission. We are also very well versed in Title 24 and keep abreast of any changes to ADA, Fire and related codes.

Along with our animal and municipal work RA-DA does many large scale tenant improvements for Private Office Clients. This keeps us well informed on needed staffing adjacencies, conference areas, private offices, kitchens, furniture, and technology. All things that tie directly to the needs of an Animal Facility.

LOCAL PRESENCE

Through RA-DA's experience we have found it is imperative to maintain a local presence for all of our projects. For this project we have brought together a team of local engineers who are well versed working as a team. Engineering Consultants, Inc. from Lowell, Arkansas will be fulfilling the role of not only the structural engineering but also our local point of contact. They will be available for any immediate needs and also attend the weekly site meetings during construction. RA-DA typically visits the site either twice monthly or monthly, depending upon the phase of the construction. Prigm Engineering from Fayetteville will be our mechanical, electrical, and plumbing engineer. And Development Consultants, Inc. from Fayetteville will be our civil engineer, landscape architect, and surveyor. All engineers will be available for site meetings and reviews as needed.
Below you will find a brief firm overview for each local engineering firm.

PUBLIC FACE AND PUBLIC ACCESS

In our goal to heighten awareness and engage the community, we feel it is important to design a facility that has a welcoming entry and facade. Opportunities for public events, such as adoption day or educational seminars or training day, should be easy to implement in public areas that are accessible without necessarily entering the facility.

In our Project Experience section you will find a wealth of animal facility projects and accompanying narratives for each. Through our history we have found ourselves on the cutting edge of facility design for the care and adoption of animals. Through our municipal work we realized that the old way of setting up a shelter had become outdated, so we broke from this notion and realized that we needed to combine animal facilities with Community Centers to more fully engage the public and draw them in. This not only helps save animals but

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal

makes the public more engaged in the facilities goals.

For our New York Center one simple thing was to add signage that guides the visitor, teaching them about the goals of that facility, how it works, and better personalized representation of the animals.

At our Bentonville Pet Resource Center we designed community rooms for training, outreach, and many general fun ideas for public engagement. Also, with this being located at a central location within a new public park thousands more people will see and interact with the Facility, as opposed to being located in an industrial zone that does not lend to a welcoming feeling.

REPOSITIONING THE SHELTER IN OUR CULTURE TODAY.

There has been an overarching goal in America and throughout the first world to reduce or eliminate the euthanasia of animals kept in shelters. There are three key tenets to achieving this goal when considering the design of a new facility:

1. Create a safe, healthy and welcoming environment that encourages the adoption of animals.

The goal here is to encourage adoptions. In order to do this, it is critical that the experience of the visitor and of the animal is a positive one. Healthy, happy animals are a large factor in the environment of the shelter. Shelters need to transition from fringe facilities to popular centers so that the community connects to them more easily and adopts shelter pets rather than purchasing from breeders etc. The building design and its location and attitude are a large part of this.

2. Educate the public.

In many shelters, the percentage of animals housed that have relinquished by their owner is surprisingly high. Factors such as economy or temperament contribute to this but could be mitigated with community programs that offer help and education in aspects such as behavioral training.
Also an educational program works to connect the facility to the community, making it potentially a center for school visits or tours. This works again to reinforce the first goal.

3. Spay and Neuter Animals.

Spaying and Neutering animals is a widely accepted method and practical solution to controlling pet overpopulation. Shelters serving lower income residents have a higher percentage of shelter impounds, largely due to their limited access to affordable spay and neuter services. Providing this as an affordable service to the community will go a long way to reduce the population of unwanted pets and hence the rates of euthanasia.

In addition to and under these three primary tenets to the design of a successful facility are a series of more specific goals:

- Design a building that meets your functional needs, facilitating the procedures you employ to house healthy animals and adoptions.
- Make sure the shelter has adequate capacity for the holding animals, as this is inextricably linked to the well-being and health of the animals.
- Create a positive environment that reduces stress levels for the animals and the visitors and the staff.
- Create a welcoming environment for the public that encourages and supports all shelter amenities.
- Provide adequate animal support areas to insure proper care of animals and support for the facility's programs.
- Provide adequate staff support areas to ease the stress of caring for the animals and to recruit and retain good staff.
- Control Disease and prevent disease transfer.

STAFFING

In our resume and project team section you will find we have accounted for the staff we typically use for a project of this type. RA-DA would also have additional consultants working under our umbrella who are key to fulfilling your project scope as described in your request for qualifications Scope of Services.

As the founder of RA-DA, and your primary liaison throughout the course of the contract, I take personal interest and would have direct oversight for the duration of all the associated work. I strongly believe that our acumen for working with complex client groups and previous experience working with animal care services personnel make us a perfect candidate for the role of architect described in this RFQ.

If awarded a contract with you we would maintain a high level of client service and quality product with the goal of a long and continued relationship. We have a proven track record in delivering complex project on time and on budget and in achieving consensus amongst client groups as you will hear from our references.

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rana Alomari's Proposal

Selection of relevant project briefly presented below - See **APPENDIX** for more complete information on each.

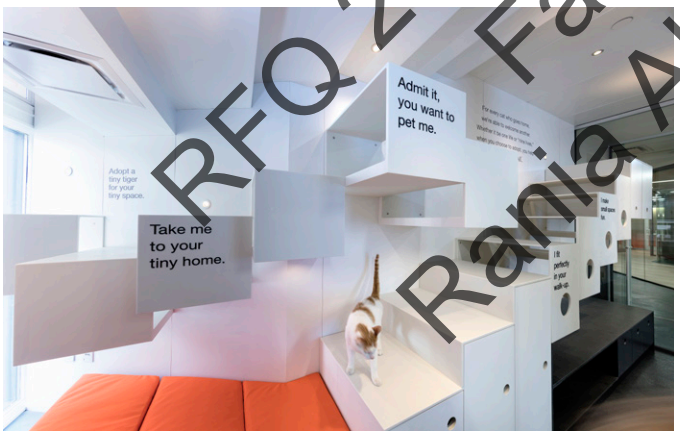
BEST FRIENDS ANIMAL SOCIETY - PET RESOURCE CENTER

Location: Bentonville, Arkansas
NEW CONSTRUCTION
Size: 24,500 SF interior, 24,000SF exterior (yards, parking etc)
Construction Budget $12M
Completion Date: Spring 2024

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez

SCOPE:
RA-DA provided full A/E services including:
-Concept Design
-Programming
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting
-Construction Administration

BEST FRIENDS PET ADOPTION CENTER



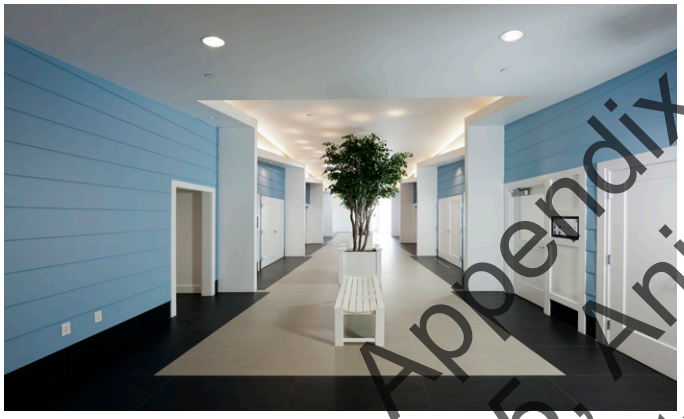
Location: New York, New York
INTERIOR TENANT IMPROVEMENT
Size: 5,000 SF
Construction Budget $2M
Second Renovation: April 2025, Currently in construction documents phase.

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez
Hayley Kleeman

SCOPE:
RA-DA provided full A/E services including:
-Programming & Concept Design
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting
-Construction Administration

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal

NKLA formerly WEST SIDE GERMAN SHEPHERD RESCUE



Location: Los Angeles, California
TENANT IMPROVEMENT & NEW CONSTRUCTION
Size: 11,200 SF
Construction Cost: $15M (4 phases of build-out and additions)
Completion Date: Spring 2025

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez
Hayley Kleeman

SCOPE:
RA-DA provided full A/E services including:
-Concept Design
-Programming
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting (& Special Permit, CUP)
-Construction Administration

PORTERVILLE ANIMAL SHELTER

Location: Porterville, California
EXISTING BUILDING RENOVATION
Size: 9800 SF of Building Improvements / 3100 SF Dog Park / 40,700 SF of Site Improvements
Construction Cost: $7M
Completion Date: Fall 2023.

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez

SCOPE:
RA-DA is providing full A/E services including:
-Concept Design
-Programming
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting
-Construction Administration

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal

SOUTH LOS ANGELES ANIMAL CARE CENTER II - LEED SILVER

Location: Los Angeles, California
Size: Indoor Facility Size - 23,000 SF / Outdoor Kennel Area - 40,000 SF / Kennels - 270
Construction Cost: $12M
Completion Date: Fall 2010

Proposed staff for Fayetteville:
Rania Alomar

SCOPE:
RA-DA is providing full A/E services including:
-Concept Design
-Programming
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting (& Special Permit, CUP)
-Construction Administration

VENTURA COUNTY VCAS MASTER PLAN

Location: Camarillo, California
Size: 5 acres

Project Estimated Cost: $28M
Completion Date: August 2017

Proposed staff for Fayetteville:
Rania Alomar

SCOPE:
Discovery and Needs Assessment
Programming / Identify Goals
Concept Design & Analysis
Master plan
Phasing Study

RFQ 25-15 Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

BEST FRIENDS HOUSTON LIFE SAVING CENTER

Location: Houston, Texas
Size: 23,200 SF
Construction Budget: $15M

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez

SCOPE:
Programming
Concept
Schematic Design
Project postponed in 2020 due to Covid 19.

BEST FRIENDS NEW YORK SHELTER AND TRANSPORT FACILITY

Location: Woodbury, New York
INTERIOR TENANT IMPROVEMENT
Size: 14,000sf
Construction Cost: $8M
Completion Date: 2026

Proposed staff for Fayetteville:
Rania Alomar
Aida Shirazi
Hayley Kleeman

SCOPE:
RA-DA is providing full A/E services including:
-Site selection
-Programming & Concept Design
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting
-Construction Administration

Appendix C
RFQ 25-15; Animal Services
Facility Design
Rania Alomar's Proposal

For individual resumes for the entire team, including consultants, please refer to the Appendices at the end of this document.

DESIGN PRINCIPAL

Rania Alomar is designated as the Overall Project Executive for the Project. She holds ultimate responsibility on all aspects of the project design and will be dedicated to this project from early phases all the way through to construction. She will oversee the progress, performance and schedule of the project.

SELECTED ANIMAL PROJECT EXPERIENCE

- BENTONVILLE PET RESOURCE CENTER - New Building
- HOUSTON LIFE SAVING CENTER - Adaptive Reuse
- BEST FRIENDS PET ADOPTION CENTER - Tenant Improvement
- NKLA - Adaptive Reuse, Tenant Improvement, Addition
- SOUTH LA ANIMAL SHELTER I & II - New Building
- LONG BEACH ANIMAL EMERGENCY - Tenant Improvement
- VENTURA VCAS - Masterplan
- PORTERVILLE ANIMAL SHELTER - Tenant Improvement
- ANIMAL WELLNESS CENTER - Tenant Improvement
- NY ANIMAL TRANSPORT - Tenant Improvement
- LOS ANGELES KITTEN RESCUE - Tenant Improvement

PROJECT MANAGER / DESIGNER

Michael Green joined our team in 2017 and has supported our team as Project Manager and construction administration support on several municipal, animal and private client projects. He is currently working on the New Vet Surgical Suite addition at the NKLA facility and assisting with programming phase of the new NY Animal Transport Facility. He is familiar with and has lead the team through the plan check processes of multiple municipalities. As the Project Manager he will remain available and in communication with the entire team and Client. During construction Mr Green will manage the RFIs, submittals and coordination items throughout the project. Mr Green is fluent in project management software such as Procore and is able to adapt to using any proprietary or preferred construction management platforms.

SELECTED ANIMAL PROJECT EXPERIENCE

- BENTONVILLE PET RESOURCE CENTER - New Building
- NKLA - Surgical Suite & Tenant Improvement
- PORTERVILLE ANIMAL SHELTER - Tenant Improvement
- BEST FRIENDS PET ADOPTION CENTER - Tenant Improvement
- NY ANIMAL TRANSPORT - Tenant Improvement

SENIOR ARCHITECTURAL DESIGNER

Luisana Hernandez joined our team in 2016 and has been designing and working on design and construction documents packages. Her skills in 3D modeling and rendering have served to be indispensable in design phases, helping us communicate design ideas and options to the client and also to the community as needed.

SELECTED ANIMAL PROJECT EXPERIENCE

- BENTONVILLE PET RESOURCE CENTER - New Building
- BEST FRIENDS HOUSTON - Adaptive reuse of existing structure
- PORTERVILLE ANIMAL SHELTER - Tenant Improvement

Appendix C
RFQ 25-15; Animal Services
Facility Design
Rania Alomar's Proposal

LOCAL FIRMS

STRUCTURAL ENGINEER / LOCAL POINT OF CONTACT

ENGINEERING CONSULTANTS, INC.

We are a corporation providing complete structural engineering design services to our clients, which include architects, contractors, owners and other engineers. We have been in practice as a professional service corporation since 1964. Over the years we have consulted on many city municipal projects.

Our major field of expertise is structural engineering. We continually design with all of the major structural materials, which include steel, reinforced concrete, wood - both solid and laminated, and masonry.

We are experienced in both conventional and "Fast-Track" methods of construction. We pride ourselves in furnishing efficient engineering design and neat, accurate construction documents which are completed within our client's time requirements.

CURRENT WORKLOAD

Engineering Consultants, Inc. maintains a steady workload. Our team will work with you to determine a successful working schedule, and we will meet team agreed deadlines.

We continue to stay updated concerning the evolution of electronic analysis and drafting tools. Our combination of common-sense design and computer analysis allows us to efficiently analyze our structures. We also continue to upgrade our Computer-Aided-Drafting (CAD) and BIM (Building Information Modeling) as improved software becomes available so that Engineering Consultants, Inc. can best serve our clients.

Our firm of experienced engineering design and production talent is available to our clients for their structural engineering design requirements for both new construction and renovations.

CIVIL ENGINEER / LANDSCAPE ARCHITECT / SURVEY

DEVELOPMENT CONSULTANTS, INC.

Development Consultants, Inc. is a multi-disciplinary fi rm providing professional services for civil engineering, land surveying, land planning, and landscape architecture. We are headquartered in Little Rock, Arkansas, with a second office located in Fayetteville, Arkansas, and have been in business for over 36 years. All disciplines are staff ed with registered professionals. The fi rm presently has a staff of four engineers, four landscape architects, one registered surveyors, one survey technician, two engineering technicians, four survey crew members, and one administrative/office manager.

Our emphasis on every project is to combine design excellence with cost eff ective solutions. We are accomplished at working as project team members, in collaboration with private developers, architects, institutions, realtors, public offi cials and other engineers. We produce design solutions that are specifi cally oriented to client needs and the opportunities presented by each site.

DCI specializes solely in land development consulting services. Our projects have ranged from half an acre to over 100 acres in size. We place a great emphasis on detail in our design and construction documents. Our work experience includes commercial, office, universities, institutional, roadway, infrastructure, and multi-family development projects. We have several clients that have been working with us since the start of our company.

CURRENT WORKLOAD

The workload at DCI continues to be steady. Our firms have experienced/licensed design personnel to help ensure that we have the capacity to meet the needs of this project. We are committed to taking on the workload and determined to exceed your expectations.

ANIMAL SHELTER EXPERIENCE

Lester C Howick Shelter in Washington County, Arkansas, is a prime example of collaboration between Architect, civil engineering and landscape architect. The Architect team focused on creating a sustainable, durable structure that could support the shelter's long-term functionality while ensuring a safe, comfortable environment for both animals and staff. At DCI, the civil engineering team focused on durable site features, efficient storm drainage, and a layout optimized for operations such as intake, animal care, and public services. While our landscape architects designed green spaces that provide both aesthetic value and practical benefits, such as outdoor enclosures for the animals and landscaped areas to reduce noise, improve air quality, and enhance the

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

overall atmosphere. The integration of this team results in a shelter that not only meets its immediate functional needs but also prioritizes the well-being of animals and visitors in the long term.

MEP ENGINEER

PRIGM ENGINEERING

Prigm Engineering, PLLC was founded in 2019 by three Professional Engineers who wanted to make a difference in the consulting engineering industry and the local community. After many years in the industry, they realized the vision of many firms did not align with their personal philosophies. They noticed a common theme present in the industry: minimize the quality and amount of time spent on services provided in order to maximize profits. While this may provide short-term financial benefits to the firm, it tends to create a negative environment for employees, which in turn negatively impacts their projects and ultimately, their clients.

Prigm Engineering (pronounced "Prime") was created out of a sincere passion to combat this paradigm. In fact, the name "Prigm" is a combination of the words "prime" and "paradigm". Prigm's goal is to provide exceptional service and an exceptional product while also fostering an enjoyable, cohesive workplace environment. This philosophy benefits our clients as well as the local community.

At Prigm, we are passionate about helping organizations achieve an efficient, comprehensive, and resourceful understanding of their physical assets. Through experience, we have achieved expertise in both the management and execution of higher education, multi-family, commercial, civic, municipal, healthcare, retail, hospitality, correctional, military, and institutional projects. We know the specialized workings involved with these types of projects, know how to engage stakeholders and know how to actively listen to truly understand the client's needs. Our team has valuable insights that positively impact each of our ventures.

Prigm Engineering is led by individuals with strong backgrounds in engineering design and project management. The founding members are Jason Mowrey, John Longinotti, and Jared Watson. John and Jared have worked closely together in the engineering field for more than 17 years. Jason has been working with the team for more than 6 years. We have forged a strong alliance with a common goal of both individual and collective success.

Jason Mowrey is a Mechanical Engineer and project manager with over 25 years of extensive leadership and management experience. He received a bachelor's degree in Mechanical Engineering, an MBA with an emphasis in Entrepreneurship, and a Master of Science in Finance from the University of Arkansas. He is a registered Professional Mechanical Engineer who is actively licensed in four states. Along with his 20+ years of engineering and project management experience, Jason also has 15 years of leadership, sales, marketing, and business development experience. He has served as a team leader and project manager on many projects here in Northwest Arkansas as well as projects located throughout the country.

John Longinotti is an Electrical Engineer with 17 years of experience in electrical design and project management for institutional, civic, commercial, industrial, hospitality, and residential buildings. He has an Electrical Engineering degree from the University of Arkansas and is a registered Professional Electrical Engineer who is actively licensed in 9 states. Throughout his career, John has worked on almost every type of project and in almost every state. With his wide range of project experience, John has the knowledge and ability to handle almost any engineering problem.

Jared Watson is a Mechanical Engineer with 15 years of mechanical and plumbing design and project management experience. He has a Mechanical Engineering degree from the University of Arkansas and is a registered Professional Mechanical Engineer in 7 states. Much like John, Jared's experience includes almost every type of project in locations across the U.S.

Prigm has recently expanded to a total of nine engineers and senior designers (five mechanical and four electrical). This gives us added depth to handle a project of this size.

Appendix C
RFQ 25-15 Animal Services
Facility Design
Rania Alomari's Proposal

RA-DA WORKLOAD CHART

CURRENT PROJECTS

	SEPT 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEPT 2026
FAYETTEVILLE ANIMAL FACILTY		**CONCEPT**	**SD PHASE**		**DD PHASE**		**CD PHASE**			PERMITTING		BID	**CA >>>**
BEST FRIENDS ANIMAL SOCIETY ANIMAL TRANSPORT FACILITY	DD PHASE	CD PHASE		PERMITTING		CA						COMPLETION	
BEST FRIENDS ANIMAL SOCIETY SOHO ADOPTION CENTER	CD PHASE		PERMITTING		CA			COMPLETION					
HOUGHTON PARK PLAYGROUND	CA					COMPLETION							
HOUGHTON PARK PICNIC	DD PHASE	CD PHASE		PERMITTING		CA				COMPLETION			
HAWTHORNE SENIOR CENTER	CA					COMPLETION							
HAWTHORNE CITY YARDS	CA					COMPLETION							
NKLA VET SUITE	COMPLETED												

RA-DA STAFF RESOURCE CHART - COMMITMENT TO THIS PROJECT:

RA-DA STAFF:	PREDESIGN	SD PHASE	DD PHASE	CD PHASE	PERMITTING	BID	CONSTRUCTION ADMINISTRATION	POST OCC
Rania Alomar	80%	80%	50%	30%		20%		30%
Luisana Hernandez	80%	80%	80%	80%	20%	30%	50%	
Delara Rahim		30%	70%	80%	20%			
Hayley Kleeman		30%	70%	80%	20%			
Michael Green	10%		30%	40%	80%	30%	50%	30%

RFQ 25-15, Appendix C
Facility Design
Rania Alomar's Proposal
Animal Services

REFERENCES

ANIMAL FACILITY REFERENCES

Description	Bentonville Pet Resource Center
Client	*Best Friends Animal Society* *5001 Angel Canyon Rd* *Kanab, UT 84741*
Contact / telephone	Bart Battista / 435.644.2001
Client email	bartb@bestfriends.org
Scope / Size	New construction of a 24,500 GSF, Two story animal resource center consisting of animal medical facility, animal community rooms, administrative & volunteer rooms, training yards, cat cafe, and exterior landscaping and open patios.
Year Completed	March 2023

Description	NKLA
Client	*The Ronald and Catherine Gershman Foundation* *12300 Wilshire Blvd #310,* *Los Angeles, CA 90025*
Contact / telephone	Ron Gershman / 310.207.6562
Client email	rong@gershmanproperties.com
Scope / Size	Tenant Improvement and second and third floor additions of an 11,200 SF warehouse located at: 1845 Pontius Ave, Los Angeles, CA 90025. Please see Qualifications for a detailed description of services.
Year Completed	Multiple projects since 2012, current TI is in bid phase for new surgical suite.

Description	Ventura County Animal Care Facility
Client	*Ventura County Animal Services* *600 Aviation Dr.* *Camarillo, CA 93010*
Client / telephone	Jonathan Jacobson / 805.665.0268
Client email	Jonathan.Jacobson@ventura.org
Scope / Size	Master plan Study for the existing animal facility sight located at: 600 Aviation Dr. Camarillo, CA 93010 / Please see Qualifications for a detailed description of services.
Year Completed	2017

RFQ 25-15 Appendix C
Animal Services
Facility Design
Rania Alomar's Proposal

Project specific references can also be found in our Appendix listed as the client reference in each narrative. We encourage you to reach out to all of our past clients.

EXCEPTIONS & REQUIREMENTS

RA-DA has read and understands all of the documents in relation to this RFQ. Including all addendum issued.

RA-DA is licensed to practice architecture in the state of Arkansas and will obtain any required licensing set forth by the client group.

Per item 13 of the RFQ: RA-DA takes no exception to the service agreement and 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.

Per item 16 of the RFQ: RA-DA meets and exceeds the insurance requirements.

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

THE ARKANSAS STATE BOARD
OF
ARCHITECTS, LANDSCAPE ARCHITECTS AND INTERIOR DESIGNERS

hereby recognizes and authorizes

Rania Alomar

for having fulfilled all requirements to utilize the title,

Architect

In testimony whereof, this certificate has been issued by the Authority of the Board.

License Number: 9845 Issued: April 20, 2020

President

Secretary

Certificate valid only when substantiated by a current license issued by ASBALAID.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

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
MILIK & ASSOC INS SERVICES INC
917 S VILLAGE OAKS DR STE 101
COVINA CA 91724

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 265-5457 FAX (A/C, No): (866) 828-2424
E-MAIL ADDRESS: Certificate@Hanover.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Ins Co of America	31534
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RANIA ALOMAR
DBA RA-DA
7523 NORTON AVE
WEST HOLLYWOOD CA 90046

COVERAGES CERTIFICATE NUMBER: 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
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC OTHER:	Y	N	OB3 D772669 06	02/07/2025	02/07/2026	EACH OCCURRENCE $ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 2,000,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 2,000,000 GENERAL AGGREGATE $ 4,000,000 PRODUCTS - COMP/OP AGG $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	N	N	OB3 D772669 06	02/07/2025	02/07/2026	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Hawthorne, etal,its officers, and employees are an Additional Insured on the General Liability pursuant to the terms and conditions by form CG2010. Waiver of Subrogation as provided by form 391-1003 (pg 80 of 81).

CERTIFICATE HOLDER

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

APPENDIX

Appendix C
RFQ 25-15, Janitorial Services
Facility Design
Rania Alomar's Proposal

1. DISCLOSURE INFORMATION

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

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

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

☒ 1) NO KNOWN RELATIONSHIP EXISTS

_____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.

Appendix C
RFQ 25-15: Animal Services
Facility Design
Rania Alomari's Proposal

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: Rania Alomar Architect, Inc. dba RA-DA

Primary Contact: Rania Alomar Title of Primary Contact: Principal

Phone#1 (cell preferred): 323.851.4040 Phone#2: _____

E-Mail Address: rania@ra-da.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	Rania Alomar	08/29/2025
2	Rania Alomar	09/08/2025

4. DEBARMENT CERTIFICATION:

b. 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.

c. 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.

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

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: Rania Alomar Architect, Inc. dba RA-DA

PHYSICAL ADDRESS: 7523 Norton Avenue, West Hollywood, CA 90046

MAILING ADDRESS: 7523 Norton Avenue, West Hollywood, CA 90046

TAX ID #: 82-1644025 AR. SECRETARY OF STATE FILING #: _____

PHONE: 323.851.4040 FAX: _____

E-MAIL: rania@ra-da.com

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

SIGNATURE:

PRINTED NAME: Rania Alomar

TITLE: Principal DATE: 09/18/2025

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

END OF RFQ DOCUMENT

KEY PERSONNEL RESUMES
RA-DA, *Architects*

Education
B.A. Hons in Architecture
Manchester University, School of Architecture.
Manchester, England. 1993

Masters in Architecture
SCI-Arc / Southern California Institute of Architecture.
Los Angeles, California. 1997

Registration/Certification
Registered Architect, State of California. C-29809
Registered Architect, State of New York. 034265
Also licensed in Massachusetts and Arkansas

NCARB / National Council of Architectural Registration Boards

Professional Affiliations
AIA / American Institute of Architects
AWA / Association for Women in Architecture

Selected Design Awards
NBBJ Design award, 2000
AIA Next LA Award, 2002
LA Cultural Affairs Award, 2003
LA Business Council Design Award, 2004
AIA Next LA Award, 2007
LA Business Council Design Award, 2009
Grand Prize Winner, Sustainable Practices Award, 2012
AIA Institute Honors Award for Interior Architecture, 2013
AIA Emerging Professionals, 2013
Vision Awards, Floor Focus, 2013
LA Business Council Los Angeles Architect Awards, 2013
SCI-Arc 40/40, 2013

abbrev. list of Publications
The Los Angeles Times
The New York Times
Interior Design Magazine
Architect Magazine
Architectural Record
Installation Magazine
SCI-Arc News
Form LA
Huffington Post
Filter magazine
Animal Sheltering Magazine
Specs+Spaces
B1 Design
Arch Daily
Archello
Soma
OnOffice
FX Magazine
Tile Magazine
Floor Focus
Design Boom
Curbed LA
CBS News
Blue Ant Studio
Los Angeles Magazine
W magazine
Distinction Magazine
Sunset Magazine
LA Architect
Angeleno Interiors
"Office Interiors" book by Links
"Cool Shops Los Angeles" book by teNeues

RANIA ALOMAR, AIA, NCARB
Principal & Design Lead, RA-DA

With a strong and extensive background in public architecture, Rania Alomar has developed acumen and love for civic places. Her first project after graduate school was the Staples Center, a ground-breaking and world renowned arena. She quickly emerged as one of the lead designers recognized for her exceptional ability to work with demanding clients, to tackle difficult construction techniques and resolve challenging design issues. This experience led to a series of prestigious projects where Rania led the design team to innovative and successful solutions.

She has worked with a broad base of client types: ranging from private developers and owners to community colleges to cities.

In close collaboration with these clients, she has pioneered new prototypes, implemented innovative sustainable design techniques, and worked with tiny budgets and stringent deadlines and still achieved aesthetically, functionally and economically successful buildings.

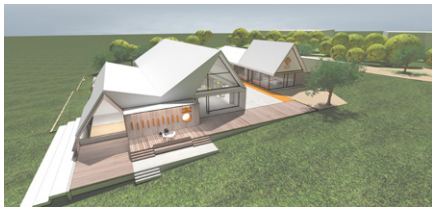
Known for her creativity and vision, Rania's open-minded approach has led to a widely varied design portfolio, and architectural solutions that have garnered some of the most prestigious awards in her field. Her work has been published in numerous papers and magazines including the Los Angeles Times, the New York Times, Interior Design Magazine, LA Architect and more.

Ms Alomar will lead our team in the design of all aspects of this project. She will work with you through each phase of the design and will be available during construction for site visits, working with our internal team to find solutions to design issues as they arise.

Her primary focus on projects is maintaining design excellence and client satisfaction.

RFQ 25-15 Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*



Selected List of Previous Experience
ANIMAL FACILITIES - SHELTERS, RESCUES, HOSPITALS, WELLNESS CENTERS

BEST FRIENDS ANIMAL SOCIETY ADOPTION CENTER, *New York, NY*
Project Description: A 5,000 sf renovation of an existing ground level retail space and basement level back of house in a building in Soho, New York. This was a flagship space for the non-profit that not only creatively houses animals for adoption but also serves as a brand and message center, providing the public and opportunity to get involved in their mission.
Role: Architect

BEST FRIENDS ANIMAL SOCIETY LIFE SAVING CENTER, *Houston, TX*
Project Description: (Unbuilt) An 23,200 sf renovation of an existing steel mill into an Animal Facility. This facility is a new prototype for animal care and rather than following traditional shelter models, it is envisioned as a life-saving center and will be a shelter of the future.
Role: Architect

WESTSIDE GERMAN SHEPHERD RESCUE, *Los Angeles, CA*
Project Description: An 11,000 sf renovation of an existing warehouse into a hi-tech Animal Facility. The facility houses 60 kennels, administrative facilities, exam and birthing rooms, a grooming room, laundry facility and large community room adjacent to the lobby.
Role: Architect

BEST FRIENDS ANIMAL SOCIETY PET RESOURCE CENTER, *Bentonville, AR*
Project Description: A 25,000 sf The 'PET RESOURCE CENTER' is a different kind of facility focusing on providing resources as well acting as an adoption center. This facility is a new prototype for animal care, it is envisioned as a life-saving center and will be a shelter of the future and transport hub for relocating at risk animals from kill shelter to other locations that need adoptable animals.
Role: Architect

VENTURA COUNTY ANIMAL RESOURCE CENTER, *Camarillo, California*
Project Description: High Level Masterplanning of their current facility to improve the current state of operations and incorporate modernized housing for the animals and a reworking of the site for better flow. The subsequent phasing of this masterplan, breaking it down into manageable phases that cause minimal disruption to the functionality of the facility and the health of the animals.
Role: Architectural Designer

SOUTH LOS ANGELES ANIMAL SERVICES CENTER 2, CHESTERFIELD SQUARE, *L.A., CA*
Project Description: An award-winning design for a very unique facility for the City of Los Angeles. At one and a half acres and 260 kennels, this is one of the largest facilities in the country. Also a sustainable LEED Silver rated design. RA-DA also developed the signage and branding for this project.
Role: Architect

Appendix C
RFQ 25-15 Animal Services
Facility Design
Rania Aldmairs Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*

Selected List of Previous Experience
CIVIC/MUNICIPAL/PUBLIC

TIDELANDS IMPROVEMENT PROJECT, *Long Beach, CA*
Project Description: A total 6 structures along 2.5 miles of beach front. Project included: 2 New Playgrounds, New Restaurant Building, New Water Play Feature, New Smart Restrooms, New Covered Trash Enclosure, New Rental Facility, 2 Existing Concession Stand Tenant Improvements including Rental Facilities, Master Planning, and Lifeguard Stand Renovations.
Role: Architect

HOUGHTON PARK COMMUNITY CENTER, *Long Beach, CA*
Project Description: A 6500 sf LEED silver certified new building and the renovation of their existing 25,000 sf building that was built in stages in the 1930s, the 1950s, and the 1980s. The entrance to the main building was relocated to be at the knuckle where the new and the old meet, directly southwest from the parking lot, making it clearly visible to those driving in. A reorganized front plaza creates a drop off zone for buses and visitors.
Role: Architect

PROJECT DELIVERY METHOD (C.M. AT RISK)
U.S.C. JOHN MCKAY CENTER - ALL SPORTS BUILDING, *Los Angeles, CA*
Project Description: Teamed with mega-firm HNTB, RA-DA was the interior design firm for the new USC building: a 100,000sf facility on campus to house a complete athletics program including administrative office, training, lockers for the football team and general classrooms for the students.
Role: Lead Architect

CITY OF OXNARD YOUTH AND COMMUNITY CENTER, *Oxnard, CA*
Project Description: A 30,000 sf renovation of an existing concrete bunker into a modern community building, housing a variety of activities from video and sound production studios to dance studio and strength and cardio training facility.
Role: Lead Architect

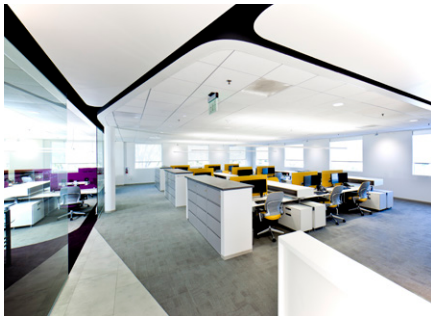
REDONDO BEACH NORTH BRANCH LIBRARY, *Redondo Beach, CA*
Project Description: A 13,000 SF library and community center. This LEED Gold level building is playful and impactful, delivering a surprising presence for such a modest budget.
Role: Lead Architect

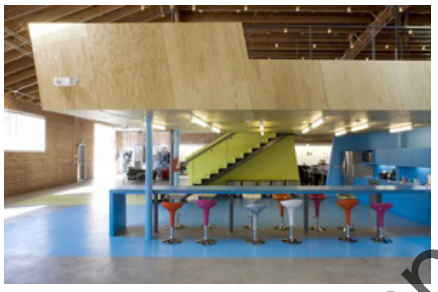
RIVER RIDGE GOLF COURSE MAINTENANCE, CONCESSION, & RESTROOM BUILDINGS, *Oxnard, CA*
Project Description: The River Ridge Golf Course is built on a landfill and owned by the City of Oxnard. RA-DA was engaged to design a series of buildings for the golf course. These ranged from public restroom and concession facilities, maintenance, and storage facilities.
Role: Lead Architect

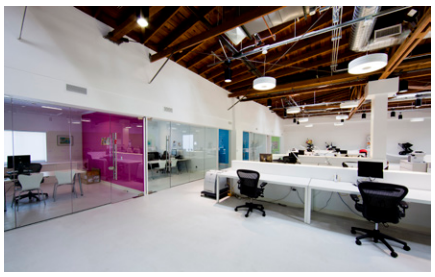
UC IRVINE CAMPUS SURGE BUILDING AND PARKING STRUCTURE, *Irvine, CA*
Project Description: Teamed with PCL in a design-build proposal for 60,000 SF Campus Surge building and 1960 space parking structure. Developed into schematic design. Selected as best value proposal. Unbuilt.
Role: Lead Architect

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*







Selected List of Previous Experience
WORKSPACE INTERIORS & MASTERPLANNING

DOC MAGIC, *Torrance, CA*
Project Description: A radically forward-thinking design for an 18,000 sf company headquarters.
Role: Lead Architect

SONOS CAMPUS MASTERPLAN AND CAMBRIDGE STUDIO, *Cambridge, MA*
Project Description: A complete new master plan consisting of three separate buildings linked by outdoor lounges and walkways for the Santa Barbara headquarters of Sonos - the wireless speaker company.
Role: Lead Architect

GERSHMAN OFFICES, *Los Angeles, CA*
Project Description: Tenant Improvement of 1,800 sf Office suite with and ADA restroom upgrade, including 4 offices, Pantry, Workroom, & Reception/Lounge. Complete modernization and renovation of all finishes & fixtures.
Role: Lead Architect

BUGABOO HEADQUARTERS, *El Segundo, CA*
Project Description: An elegant and simple 10,000 sf office space for the company's US headquarters in an old existing warehouse building.
Role: Lead Architect

RIVER RIDGE GOLF COURSE CLUBHOUSE RESTROOMS, *Oxnard, CA*
Project Description: The renovation of their existing 4 public restrooms to upgrade the clubhouse facility.
Role: Lead Architect

72ANDSUNNY OFFICE #2, *El Segundo, CA*
Project Description: A 10,000sf office space for the growing advertising agency in the heart of Marina Del Rey.
Role: Lead Architect

ARCHITECTS OFFICE, *El Segundo, CA*
Project Description: A 6700sf open and innovative office space..
Role: Lead Architect

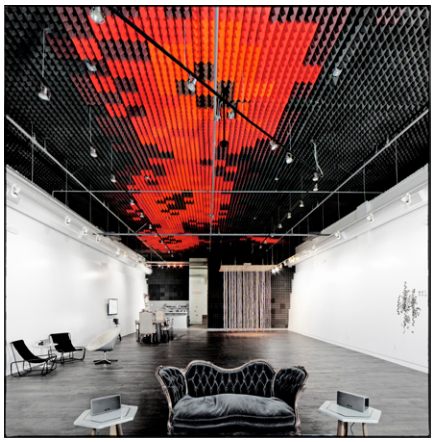
72ANDSUNNY OFFICE #1, *El Segundo, CA*
Project Description: A 5000sf expansion and refurbishment of the hip young advertising agency's space to house 30 people.
Role: Lead Architect

THE SPACE AT CHASE, *El Segundo, CA*
Project Description: Situated at the far end of the upper concourse inside the baseball park in Phoenix Arizona, this cutting edge, open and flexible work space maintains incredible views of the park and the game.
Role: Lead Architect

PPUSA HEADQUARTERS, *El Segundo, CA*
Project Description: A 25,000sf office space for the growing development company in Indianapolis.
Role: Lead Architect

RFQ 25-15 Appendix C
Facility Design Animal Services
Rania Aomar's Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*



Selected List of Previous Experience
RETAIL

SONOS STUDIO, *Los Angeles, CA*
Project Description: A retail space that transforms into a nighttime music venue for Sonos - the wireless speaker company. Quickly becoming a center of music and cultural events in the heart of Los Angeles.
Role: Lead Architect

KITSON, *Various Southern California Locations*
Project Description: New store concept and planning for 3 new stores in Southern California for this hyper-trendy retail.
Role: Lead Architect

KLASS PAWN, *Santa Monica, CA*
Project Description: A modern pawn shop in the heart of Santa Monica
Role: Lead Architect

DEYERMOND BOOKS, *Santa Monica, CA*
Project Description: A new bookstore and gallery on Main Street in Santa Monica.
Role: Lead Architect

BUGABOO US SHOWROOM, *El Segundo, CA*
Project Description: The only product showroom in the United States.
Role: Lead Architect

YOGOYA YOGURT, *China*
Project Description: A new franchise of high end yogurt shops in China
Role: Lead Architect

BUGABOO CONCEPT STORES, *Various Locations*
Project Description: Concept design for extremely high end design boutique stores. Ms. Alomar was invited to design their first and prototype series of stores for America and beyond.
Role: Lead Architect

WOODFIELD CROSSING, *Indianapolis, IN*
Project Description: A 24 acre retail and entertainment development in Indianapolis to include 500,000sf retail, a 5000-seat performance theatre, a 2000-seat amphitheater, a boutique hotel, luxury condominiums, and parking structure.
Role: Lead Architect

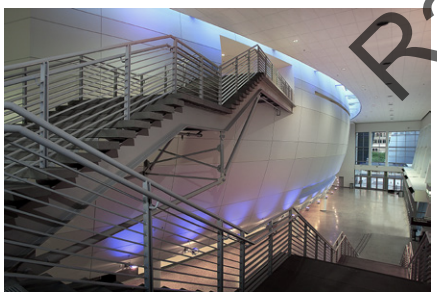
PLAZA EL SEGUNDO, *El Segundo, CA*
Project Description: A fresh look at retail makes this a unique project. A series of different shopping experiences target different demographics and provide 500,000 sf of lifestyle and youth retail in a contiguous development. RA-DA also developed the signage and branding for this project.
Role: Lead Architect

EQUATOR COFFEE, *Venice, CA*
Project Description: A new coffee bar and kitchen integrated into the existing bookstore.
Role: Lead Architect

EQUATOR BOOKS, *Venice, CA*
Project Description: A highly acclaimed design for a green and unique bookstore / gallery that has become a center for culture in Venice, California.
Role: Lead Architect

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*



Selected List of Previous Experience

SPORTS & ENTERTAINMENT

STAPLES CENTER, *Los Angeles, CA*
Project Description: AA 20,000-seat NBA and NHL state-of-the-art arena with suites, restaurants, clubs, retail and office space.
Role: Lead Architect

CLIPPERS' TRAINING FACILITY, *Playa Vista, CA*
Project Description: A 10,000 sf training facility with offices, locker rooms, and court.
Role: Lead Architect

CITIZEN'S BANK ARENA, *Ontario, Canada*
Project Description: A 10,000-seat arena to cater to sports and entertainment events for the quickly growing city of Ontario.
Role: Lead Architect

CHICAGO FIRE STADIUM, *Chicago, IL*
Project Description: A 20,000-seat soccer stadium with full stage and capabilities for rock concerts
Role: Lead Architect

ORANGE COAST COLLEGE FITNESS CENTER, *Costa Mesa, CA*
Project Description: A 30,000 sf facility that included locker rooms for the football team and strength and training rooms for curriculum classes.
Role: Lead Architect

AL AIN SPORTS CITY, *UAE*
Project Description: A design for an entire new city in UAE dedicated to life and sports. To include a professional soccer stadium, an arena, a natatorium, a tennis stadium, various practice fields and courts, housing, recreation centers and parks, offices and more.
Role: Lead Architect

ALBUQUERQUE ARENA, *Albuquerque, NM*
Project Description: A 9000-seat arena in the heart of downtown Albuquerque developed from programming through schematic design. A variety of sites were studied with a complex and political client group to achieve a design that was both exciting and within the limited budget.
Role: Lead Architect

WEST COVINA SPORTSPLEX, GOLF COURSE CLUBHOUSE, *West Covina, CA*
Project Description: A 43-acre development that includes an 18-hole municipal golf course with club house, a 'Big League Dreams' venue, with restaurant, volleyball, soccer included and a commercial retail center.
Role: Lead Architect

PHILADELPHIA EAGLES STADIUM, *Philadelphia, PA*
Project Description: A new 65,000 seat NFL stadium with a variety of high end clubs and restaurants, a number of suites, and full stadium amenities.
Role: Lead Architect

RIO DE JANEIRO CONVENTION CENTER AND ARENA, *Rio De Janeiro, Brazil*
Project Description: Complete conceptual design for a development group.
Role: Lead Architect

SALVADOR SOCCER STADIUM, *South America*
Project Description: Complete conceptual design of a 20,000 seat stadium for a development group based in South America.
Role: Lead Architect

DODGE THEATER, *Phoenix, AZ*
Project Description: A 5000-seat flexible performance theatre with the ability to host a wide range of event types from off-Broadway theatre to boxing to concerts and more. This building is a new prototype in the range of event spaces.
Role: Lead Architect

RFQ25-15 Appendix C
Facility Design Animal Services
Rana Alomar's Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*

MICHAEL GREEN, WELL AP

Project Manager, RA-DA

Education
Fine Art
Luther College
Decorah, IA 1991

Fine Art and Design
University of Iowa
Iowa City, IA 1996

Registration/Certification
WELL AP

Mr Green has been with RA-DA since 2017 and has been involved in all aspects of project fulfillment from design to construction administration. His work on projects has made him very familiar with the processes, project coordination, plan check processes of multiple municipalities, and construction administration. As the Project Manager he will remain available and in communication with the entire team and Client and manage the schedule, milestones and submittals. Mr Green will manage the plan check submittals and continue through the project into Construction Administration. Mr Green is fluent in project management software such as Procore.

Mr. Green is also WELL AP certified and is available to usher projects through the WELL certification process.

SELECTED PROJECT EXPERIENCE

- LONG BEACH HOMEKEY CONVERSION PROJECTS
- SCHERER PARK COMMUNITY CENTER, City of Long Beach
- HOUGHTON PARK COMMUNITY CENTER, City of Long Beach - Construction Administration
- JUNIPERO & GRANADA, CONCESSION BUILDINGS, City of Long Beach - New Building & Construction Administration
- JUNIPERO SPORTS COURTS & ROLLER RINK, City of Long Beach
- LONG BEACH PRIDE TOWER, City of Long Beach
- ALAMITOS CAFE AND CONCESSION BUILDING, City of Long Beach - New Building
- BENTONVILLE PET RESOURCE CENTER - New Building
- DOCMAGIC, City Of Torrance - Tenant Improvement
- BLUE SPACE, City of Los Angeles- Tenant Improvement
- NKLA, City of Los Angeles - Tenant Improvement
- YORBA RANCH SHOPPING CENTER- Tenant Improvement
- PORTERVILLE ANIMAL SHELTER- Tenant Improvement
- GFP REAL ESTATE - Tenant Improvement

RFQ 25-15, Animal Services Facility Design
Appendix C
Rana Alomar's Proposal

KEY PERSONNEL RESUMES
RA-DA, *Architects*

LUISANA HERNANDEZ
Architectural Designer

Education
B.A. in Architecture
Southern California Institute of Architecture
Los Angeles 2015

Associates of Architecture
Miami-Dade College
Miami 2012

Ms Hernandez has been with RA-DA since 2015 and has focused her skills on design and documentation of a variety of different types of projects. She is typically on board early on in a project and works closely with Ms Alomar on design and continues on a project through the construction documents phase to ensure that early design concepts are carried through into all aspects of the project.

SELECTED PROJECT EXPERIENCE

- SCHERER PARK COMMUNITY CENTER - Tenant Improvement
- MERCED COUNTY ADMINISTRATION BUILDING- New Building
- BENTONVILLE PET RESOURCE CENTER - New Building
- BEST FRIENDS HOUSTON - Adaptive reuse of existing structure
- HOUGHTON PARK COMMUNITY CENTER - New Building
- HOUGHTON PARK EXISTING BUILDING RENOVATION - Renovation
- ALAMITOS CAFE AND CONCESSION BUILDING & PLAYGROUND - New Building
- LONG BEACH, BEACH FRONT RENOVATIONS - Renovation
- DIGITAL OCEAN HEADQUARTERS - Tenant Improvement
- GFP REAL ESTATE - Tenant Improvement
- PROJECT HOMEKEY - Tenant Improvement

RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal
Appendix C

Engineering Consultants, Inc.

ALEX M. FONT, P.E.

PRINCIPAL ENGINEER, NWA Office

alex.font@ecilr.com

EDUCATION

University of Arkansas
Fayetteville, Arkansas
B. S. Civil Engineering 2009
M. S. Civil Engineering 2014

LICENSES

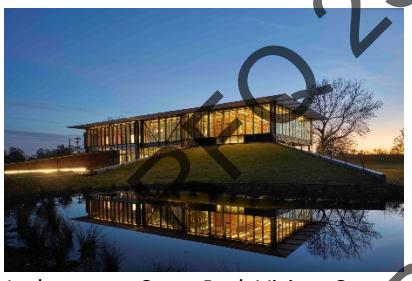
Registered Professional Engineer

- Arkansas #16662
- Mississippi #33991

AFFILIATIONS

- Structural Engineers Association of AR
- Amer. Institute of Steel Construction (AISC)

UAMS NWA OSMC



Jacksonport State Park Visitor Center

Hillary Rodham Clinton Children's Library

Mr. Font will serve as Principal Engineer for the design team assigned to this project. He understands the unique requirements involved in the structural design of corporate hospitality and dining centers and he is well versed in the intricacies of sustainably-sensitive projects, as well as projects that exemplify design excellence. Mr. Font will provide design for the specialized structural systems, standards, specifications and also quality control checks through the successful completion of this project. Mr. Font is accustomed to collaborating with team members on complex projects. His knowledge from past experiences will be utilized in the preliminary project design stages to ensure a cost-efficient structural solution that will support the desired architectural intent.

A member of Engineering Consultants, Inc. staff since 2010, Mr. Font has been involved in the structural design of commercial, industrial, institutional and residential construction for over 14 years. He has experience in the design of steel, concrete, wood and most other structural materials. He is very familiar with all phases of the design and construction procedures. The following projects highlight Mr. Font's relevant experience.

<u>RELEVANT PROJECT EXPERIENCE</u>

Simmons Care Clinic
Siloam Springs, Arkansas
(in design)

UAMS NWA Orthopedic and Sports Medicine Center
Springdale, Arkansas
(under construction)

Jacksonport State Park Visitor Center
Jacksonport, Arkansas
(completed 2019)

Hillary Rodham Clinton Children's Library
Little Rock, Arkansas
(completed 2013)

Bella Vista Firestation #3
Bella Vista, Arkansas
(completed 2021)

RFQ 25-15; Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

Engineering Consultants, Inc.

John Eric Scroggins, P.E.

PRINCIPAL ENGINEER, NWA Office

eric.scroggins@ecilr.com

EDUCATION

University of Arkansas
Fayetteville, Arkansas
B. S. Civil Engineering 2005

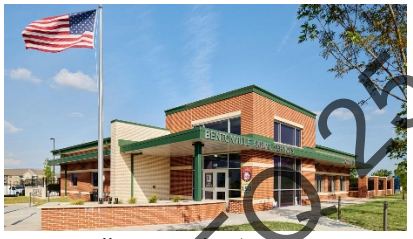
LICENSES

Registered Professional Engineer

- Arkansas #14519
- Alabama #PE54182
- Missouri #PE-2024014581
- Ohio #PE.91825
- Pennsylvania #PE096801

AFFILIATIONS

- Structural Engineers Association of AR (SEAAR)
- Amer. Institute of Steel Construction (AISC)
- American Society of Civil Engineers



Bentonville Animal Services

Bentonville Adult Recreation Center

Little Flock Municipal Building

Mr. Scroggins will serve as Principal Engineer for the design team assigned to this project. He understands the unique requirements involved in the structural design of corporate hospitality and dining centers and he is well versed in the intricacies of sustainably-sensitive projects, as well as projects that exemplify design excellence. Mr. Scroggins will provide design for the specialized structural systems, standards, specifications and also quality control checks through the successful completion of this project. Mr. Scroggins is accustomed to collaborating with team members on complex projects. His knowledge from past experiences will be utilized in the preliminary project design stages to ensure a cost-efficient structural solution that will support the desired architectural intent.

A member of Engineering Consultants, Inc. staff since 2005, Mr. Scroggins has been involved in the structural design of commercial, industrial, institutional and residential construction for over 20 years. He has experience in the design of steel, concrete, wood and most other structural materials. He is very familiar with all phases of the design and construction procedures. The following projects highlight Mr. Scroggins' relevant experience.

RELEVANT PROJECT EXPERIENCE

Bentonville Animal Services
Bentonville, Arkansas
(completed 2022)

Bentonville Adult Recreation Center
Bentonville, Arkansas
(under construction)

Peace at Home Animal Sanctuary
Springdale, Arkansas
(completed 2023)

Little Flock Municipal Building
Little Flock, Arkansas
(in design)

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomari's Proposal

Engineering Consultants, Inc.

Steven M. Beggs, P.E., S.E.

PRINCIPAL ENGINEER, NWA Office

steven.beggs@ecilr.com

EDUCATION

University of Arkansas
Fayetteville, Arkansas
B. S. Civil Engineering 2008

LICENSES

Registered Professional Engineer

- Arkansas #15390
- Utah #12588002-2203
- Washington #23003430

AFFILIATIONS

- Structural Engineers Association of AR (SEAAR)
- Amer. Institute of Steel Construction (AISC)
- American Society of Civil Engineers

Searcy Community Center

Mountain Home Community Center

Pinnacle Mountain State Park VC

Mr. Beggs is a Structural Principal Engineer who understands the unique requirements involved in the structural design of all building types and is well versed in the intricacies of sustainably sensitive projects. Mr. Beggs will provide structural design for the specialized structural systems, standards, specifications, and quality control checks through the successful completion of this project. He is accustomed to collaborating with team members on complex projects and his knowledge and past experiences will be utilized in the preliminary project design stages to ensure a cost-efficient structural solution that will support the desired architectural intent.

A member of Engineering Consultants, Inc. staff since 2008, Mr. Beggs has designed complete structural framing and foundation systems for private businesses, institutions, universities, & State and local agencies for over 16 years. His experience and attention to detail throughout design and construction, provides the owner with efficient, economical structures while keeping Life Safety and Quality as priority #1.

RELEVANT PROJECT EXPERIENCE

Mountain Home Community Center
Mountain Home, Arkansas
(completed 2025)

Searcy Community Center & Aquatics
Searcy, Arkansas
(under construction)

Pinnacle Mountain State Park Visitor Center
Little Rock, Arkansas
(completed 2023)

Craighead County Courthouse Annex
Jonesboro, Arkansas
(completed 2025)

RFQ 25-15 Appendix C
Animal Services Facility Design
Rania Alomar's Proposal

Prigm Engineering Personnel Resumes

JASON P. MOWREY, PE – Mechanical Engineer
Prigm Engineering, PLLC

Employment History:
2019 - Present: Prigm Engineering, Principal
2018 - 2019: K2M Design, Director of Engineering
2010 - 2018: TME, Mechanical Engineer
2004 - 2010: Morse Zehnter & Associates, Mechanical Designer

Role & Responsibility:
Jason will perform the duties of Mechanical Engineer which will include designing the mechanical systems for the building. He will also develop design specifications and check submittals for the project. Jason consults with product manufacturers and applies applicable codes and criteria to ensure that all mechanical systems are coordinated and function as designed in the most energy efficient manner.

Education:
Bachelor of Science
Mechanical Engineering
2002 - University of Arkansas

Master of Business Administration
Finance/Entrepreneurship
2017 - University of Arkansas

Master of Science in Finance
2025 – University of Arkansas

Active Registrations:
Registered Professional Engineer:
AR/2012/#14988
MO/2015/#2015001418
UT/2019/#11497104-2202
OK/2019/#31553

Qualifications:
Jason has over 20 years of mechanical and plumbing design experience, including more than 15 years of mechanical and plumbing design experience in higher-education and multi-family facilities. His mechanical experience includes engineering of HVAC systems, integrated direct digital control systems, building energy use simulations, major energy plant equipment such as water-cooled chillers, cooling towers, and hydronic and steam boilers, steam system, as well as how these pieces of major equipment interface with all other systems. His plumbing experience includes engineering of medical and dental gas systems, compressed air and vacuum systems, high pressure and clean steam systems, domestic water, sanitary drainage, and storm water systems, fuel gas systems, fire suppression systems, and how all these systems interface with all other systems.

Arkansas Children's Hospital Northwest – Springdale, AR
Arkansas Children's Hospital Northwest is a five-story, 248,000-square-foot facility that eliminates the need for patients to travel to other areas of the state for first-class healthcare.
The hospital features a 24-hour pediatric emergency department; five pediatric surgery operating rooms; central sterile processing area; four negative pressure isolation rooms; 24 inpatient beds; 30 outpatient clinic rooms; a chapel with pastoral care; diagnostic and ancillary services; MRI, CT, and routine X-ray imaging capabilities; occupational therapy services; compounding pharmacy; full service kitchen and cafeteria; detached central energy plant for chilled water, heating water, emergency power; helipad and refueling station; play areas; and outdoor gardens and nature trails.
$165.0M / 253,000 SF
Role: Mechanical Engineer

Mercy Patient Tower Addition & Renovation – Rogers, AR
The new eight story, 275,000-square-foot patient tower created 68 new patient beds, including 17 neonatal unit beds. It also included a complete renovation of the hospital's core support services departments: materials management, central sterile processing, environmental services, laboratories and compounding pharmacy. In addition, a two-story vertical expansion above the existing Emergency Department added five new operating rooms to the surgery suite.
The building's lower three levels accommodate an operating room expansion, diagnostic facilities and other hospital support spaces. Patient rooms are housed on the facility's upper levels, with shelled space on the 6th and 7th floor to accommodate future growth. A mechanical penthouse is located on the facility's 8th floor.
Situated to the west of the existing hospital building, the new tower seamlessly ties in to the original structure at each level. Coordinated construction phasing enabled the building team to minimize disruption during the expansion while enabling the renovation of each core department to increase its overall capacity and enhance patient care.
$147.0M / 275,000 SF
Role: Mechanical Engineer

RFQ 25-15 Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

PRIGM ENGINEERING

FAYETTEVILLE ANIMAL SERVICES

JOHN LONGINOTTI, PE – Electrical Engineer
Prigm Engineering, PLLC

Employment History:
2019 - Present: Prigm Engineering, Principal
2015 - 2019: K2M Design, Electrical Engineer
2009 - 2015: Benchmark Group, Electrical Engineer
2007 - 2009: International Paper, Electrical Engineer

Role & Responsibility:
John will perform the duties of Electrical Engineering which will include designing power system for the building and performing lighting design. He will also develop design specifications and check submittals for the project. John consults with product manufacturers and applies applicable codes and criteria to ensure that all electrical systems are coordinated and function as designed in the most energy efficient manner.

Education:
Bachelor of Science
Electrical Engineering
2006 - University of Arkansas

Active Registrations:
Registered Professional Engineer:
AR/2011/#14986
NC/2018/#047049
TX/2015/#119673
FL/2012/#74419
MO/2013/#2013015533
OK/2013/#26517
SC/2012/#29788
UT/2019/#11501403-2202
VA/2012/#0402050983

Qualifications:
John Longinotti has over 17 years of electrical design experience in higher education, multi-family, industrial, commercial, and residential buildings. His experience includes electrical engineering of normal and emergency lighting power and photometrics (interior and exterior), power sourcing (interior and exterior), emergency power systems, renewable energy systems, urgent communications systems, cathodic and lightning protection, and sequencing to ensure optimum performance with integrated low voltage systems. Multi-family projects have been a specialty of John's as he has designed many hotels and multi-family located throughout the eastern US. John has detailed experience with lighting design for functional purposes and for aesthetic purposes as well. He designs emergency systems and understands the best methods to create a reliable system.

Kids Spot Therapy Clinic – Springdale, AR
Full design of a new three level therapy clinic. Spaces include physical therapy, two-level gymnasium, office, lease, administration, general office, and general support.
$4.125 M / 18,750 SF
Role: Electrical Engineer

1st Choice Healthcare – Pocahontas, AR
Full design of a new medical clinic. Spaces include exam rooms, staff offices, procedure room, lab space, x-ray room, waiting room, nurse stations, breakroom, reception/lobby/waiting room, storage rooms, and support spaces.
$5.3 M / 17,000 SF
Role: Electrical Engineer

Twin Lakes Senior Living Community – Montgomery, OH
Three separate areas of the building were expanded and consisted of therapy, fitness, administrative areas, receiving, and memory support area. The memory support area included 16 resident rooms, servery, dining, activities area, nurse's station, laundry, and lounge. Many spaces of the existing building were renovated and included a new medical clinic, new salon, new administrative areas, new assisted living rooms, and new dining areas.
$15.0 M / 61,000 SF
Role: Electrical Engineer

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Nomai's Proposal

JARED WATSON, PE – Mechanical Engineer
Prigm Engineering, PLLC

Employment History:
2019 - Present: Prigm Engineering, Principal
2015 - 2019: K2M Design, Mechanical Engineer
2009 - 2015: Benchmark Group, Mechanical Engineer

Role & Responsibility:
Jared will perform the duties of Plumbing Engineer which will include designing the plumbing systems for the building. He will also develop design specifications and check submittals for the project. Jared consults with product manufacturers and applies applicable codes and criteria to ensure that all plumbing systems are coordinated and function as designed in the most energy efficient manner.

Education:
Bachelor of Science
Mechanical Engineering
2009 - University of Arkansas

Active Registrations:
Registered Professional Engineer:
AR/2013/#15926
FL/2018/#84623
MD/2018/#52676
NC/2018/#047066
SC/2018/#35250
TX/2018/#129976
VA/2018/#0402058990

Qualifications:
Jared has 15 years of mechanical and plumbing engineering design experience. This experience consists of many different project types including higher education, multi-family, civic, correctional, military, office, hospitality, retail, restaurants, convenience stores, transportation, and skilled nursing. His mechanical experience includes engineering of HVAC systems, integrated direct digital control systems, district heating, chillers, cooling towers, and hydronic boilers, as well as how these pieces of major equipment interface with all other systems. His plumbing experience includes the engineering of domestic water, sanitary drainage, stormwater drainage, fuel gas systems, compressed air, and vacuum systems, and how all these systems interface with all other systems.

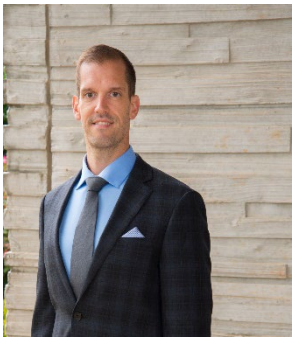
Kids Spot Therapy Clinic – Springdale, AR
Full design of a new three level therapy clinic. Spaces include physical therapy, two-level gymnasium, office, lease administration, general office, and general support.
$4.125 M / 18,750 SF
Role: Mechanical Engineer

1st Choice Healthcare – Pocahontas, AR
Full design of a new medical clinic. Spaces include exam rooms, staff offices, procedure room, lab space, x-ray room, waiting room, nurse stations, breakroom, reception/lobby/waiting room, storage rooms, and support spaces.
$5.3 M / 17,000 SF
Role: Mechanical Engineer

Little Palm Island Resort & Spa – Little Torch Key, FL
After being demolished by Hurricane Irma, this private resort island was redesigned and upgraded. The new island design consists of many individual cottages, a two-story restaurant, a two-story spa, a fitness building, an employee sleeping & dining building, and a sewage treatment plant. New power was brought to the island.
$45.0 M / 4 acre island
Role: Mechanical Engineer

Twin Lakes Senior Living Community – Montgomery, OH
Memory support / assisted living expansion and renovations. Three separate areas of the building were expanded and consisted of therapy, fitness, administrative area, receiving, and memory support area. The memory support area included 16 resident rooms, servery, dining, activities area, nurse's station, laundry, and lounge. Many spaces of the existing building were renovated and included a new medical clinic, new salon, new administrative areas, new assisted living rooms, and new dining areas.
$15.0 M / 61,000 SF
Role: Mechanical Engineer

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomari's Proposal



DANIEL MILES, PE – Electrical Engineer

Employment History:

2021 – Present: Prigm Engineering, Electrical Engineer
2008 – 2021: HP Engineering, Vice President / Electrical Engineer
2006 – 2008: GA Engineers, Electrical Designer
2002 – 2006: Benchmark Group, Electrical Designer
2000 – 2002: Ozark Aircraft Systems, Electrical Designer

Role & Responsibility:
Dan will perform the duties of Project Manager and Electrical Engineering which will include designing power system, lighting design, specifications, and submittal review. Dan consults with product manufacturers and applies applicable codes and criteria to ensure that all electrical systems are coordinated and function as designed in the most energy efficient manner.

Education:
Bachelor of Science
Electrical Engineering
2000 - University of Arkansas

Active Registrations:
Registered Professional Engineer:
AR/2011/#14710
KS/2013/#23163
MO/2013/#2013016219
OK/2011/#25652
TX/2013/#114951

Qualifications:
Dan is an Electrical Engineer who has been practicing Consulting Engineering since 2002. Dan has electrical design and project management experience in a wide range of project types, including commercial, educational, food service, government, hospitality, medical, municipal, residential, and retail. His design experience includes lighting, lighting controls, power systems, emergency power systems, access controls systems coordination, A/V systems coordination, fire alarm systems coordination, low-voltage systems coordination, and security systems coordination. Dan's lighting designs are based on the Illuminating Engineering Society of North America's recommendations for lighting levels, along with the visual presence of the light fixtures within the project space. His power systems designs provide for the specific requirements of the project and efficiency of the power distribution system.

Shiloh Indoor Sports Complex – Springdale, AR
Full design of a new indoor sports complex. Spaces include an indoor practice field, weight room, training room, locker rooms, laundry, film room, wrestling room, and offices.
$11.8 M / 43,200 SF
Role: Electrical Engineer

Kids Spot Therapy Clinic – Springdale, AR
Full design of a new three level therapy clinic. Spaces include physical therapy, two-level gymnasium, office, lease, administration, general office, and general support.
$4.125 M / 18,750 SF
Role: Electrical Engineer

1st Choice Healthcare – Pocahontas, AR
Full design of a new medical clinic. Spaces include exam rooms, staff offices, procedure room, lab space, x-ray room, waiting room, nurse stations, breakroom, reception/lobby/waiting room, storage rooms, and support spaces.
$5.3 M / 17,000 SF
Role: Electrical Engineer

The Grand at Willow Springs – Prairie Grove, AR
Full design of a new wedding and event venue. Spaces include a grand hall, porch area, bridal suite, groom's room, prep kitchen, separate Chaple, and support spaces.
$5.5 M / 25,000 SF
Role: Electrical Engineer

Appendix C
RFQ 25-15; Animal Services
Facility Design
Rania Alomar's Proposal

Allen "Jay" Young

Principal & Professional Land Surveyor

EDUCATION:

Sheridan College, Wyoming - A.A.S.
University of Wyoming - Land Survey Certificate
Army Corps of Engineers - "Technical Engineering Specialist" Course

REGISTRATION:

PS Arkansas #1441
PS Mississippi #2899
PS Missouri #2004001337
PS Oklahoma #1638
PS Tennessee #2430
PS Kansas #1484
NCEES #1133
CFEDS #1179

ORGANIZATIONS:

Arkansas Society of Professional Surveyors
- President (Past)
- Director, District 1 (Past)
- USGBC-Arkansas

Jay Young has been in the field of land surveying for over 30 years. His surveying career began in the Army National Guard when he graduated as the Honor Graduate of his class at Ft. Leonard Wood, Mo. in 1995. He started working in private practice that summer for Benchmark of Torrington, P.C. in Wyoming and was placed in charge of various survey projects, including Boundary Surveys, Topographic Surveys, Construction Surveys, and Water Rights Surveys.

Jay moved to Arkansas in 1999 and joined Development Consultants, Inc in January 2002. Jay is a principal of the firm and manages DCI's Fayetteville office. His responsibilities include project management, supervision of land surveying, planning and platting services, site observations and inspections, and contract management. Jay is committed to providing the highest quality professional services for our clients.

INSTITUTIONAL

- Washington County Animal Shelter
- Conway Schools, Conway, Arkansas
- UALR - Little Rock, Arkansas
- Paris Schools Renovation, Arkansas
- ATU- Ozark, Arkansas
- Morrison Elementary, Arkansas
- Siloam Springs High School, Arkansas
- University of Arkansas at Fayetteville, Arkansas
  - Football Operations Center
  - North Endzone Expansion
  - Basketball Practice Facility
  - Track High Performance Center
  - Hillside Auditorium
  - Student Success Center
  - Windgate Arts
  - Old Main Senior Walk Plaza
  - Pomfret Dining
  - Library Storage
  - ADOHI Hall
  - Delta Gamma Sorority
  - UREC Playing Fields

MEDICAL

- UAMS at Little Rock, Arkansas
  - Major Development
  - Parking
  - Cedar Street
- VA Medical Center, Fayetteville, Arkansas
  - Clinical Addition
  - MRI
- Baptist Medical Centers, Little Rock, Arkansas
  - ICU Study
  - Generators
- White County Hospital Expansion - White County, Arkansas
- LRMA Medical Office Building

COMMERCIAL

- The District Retail Development - Rogers, AR
- Coulson Oil - Various, Arkansas
- Safe Keepers Self Storage, Springdale, Arkansas
- Whisenhunt Investment -Various, Arkansas
- Spring Creek Center, Fayetteville Arkansas
- Arvest Bank - Various, AR, MO, OK, KS
- US Beef - Various, Arkansas
- Jeep Bentonvillle, Arkansas
- AT&T Store, Springdale, Arkansas
- Walgreens, Various, Arkansas
- WalMart, Centerton, Arkansas
- Pleasant Crossing, Fayetteville, Arkansas

RESIDENTIAL

- Sweet Homes Subdivision, Siloam Springs, Arkansas
- The Grove Neighborhood - Rogers, Arkansas
- Tourmaline Urban Lofts - Bentonville, Arkansas
- The Parc @ Rogers - Rogers, Arkansas
- The Parc @ Maumelle - Maumelle, Arkansas
- Clear Creek Apartments - Johnson, Arkansas
- Holcombe Heights - Little Rock, Arkansas
- PDC Apartments, Rogers, Arkansas
- Hill Place Apartments - Fayetteville, Arkansas

Appendix C
RFQ 25-15, Animal services
Facility Design
Rania Alomari's Proposal

Joey Shawn Luther

Principal & Landscape Architect

EDUCATION:

BLA: University of Arkansas - Fayetteville

REGISTRATION:

PLA Arkansas #5092
PLA North Carolina #2503
PLA Texas #2090
LEED AP

ORGANIZATIONS:

American Society of Landscape Architects
USGBC

Shawn Luther has approximately 27 years of experience in the field of Landscape Architecture.

Upon graduation in May 1997, Shawn was hired as a Landscape Architect at the SWA Group Shawn worked on a variety of subdivisions, resort, and commercial projects.

Shawn joined Development Consultants, Inc. in August of 2004 as a Landscape Architect. In his duties he has assisted in Landscape design, design, planning and site analysis for numerous projects. His knowledge and expertise in land development are an integral part of the DCI team.

INSTITUTIONAL

- University of Arkansas at Fayetteville
  - ADOHI Hall
  - Faulkner Performing Arts Center
  - Pi Beta Phi Gate & Campus Walk North Extension
  - Hillside Auditorium
  - Fred Smith Football Operations Building
  - Senior Walks
  - Maple Hill, Phase I and Phase II
  - Razorback Stadium - North End Zone Expansion
  - Greek Theater Renovation
  - Tri Delta
  - Phi Mu
  - Fowler House Parking
  - Chi Omega House
  - Founders Hall
  - Basketball Practice Facility
  - Science Building
- Univeristy of Arkansas Rich Mountain
- University of Arkansas at Little Rock, Arkansas
  - Coleman Creek Greenway Master Plan/ A&D Design
  - CHI Omega Plaza
  - Reynolds Business

MEDICAL

- Premier Gastroenterolgy, Little Rock, Arkansas
- UAMS, Little Rock, Arkansas
  - CHRP Courtyard
- Baptist Health Center , Little Rock, Arkansas
  - Expansion
  - PACU
- Parkway Village Alzheimer's Center, Little Rock, Arkansas
- VA Medical Center, Fayetteville, Arkansas
  - Clinical Addition
- White County Medical Center, Little Rock, Arkansas
  - Cancer Treatment Center

COMMERCIAL PROJECTS

- Lexicon Entrance Renovation, Little Rock, Arkansas
- Gaines Street Plaza, Little Rock, Arkansas
- FBI Building, Little Rock, Arkansas
- Capitol Landscape, Little Rock, Arkansas
- Federal Courthouse, Little Rock, Arkansas
- South West Power Pool, Little Rock, Arkansas
- Baldwin Shell Office Building, Little Rock, Arkansas
- One Banc Site Planning- Little Rock, Arkansas
- Shackleford Crossing - Little Rock, Arkansas

RESIDENTIAL

- Meyers Apartments, Rogers Arkansas
- Holcombe Heights, Little Rock, Arkansas
- Tourmaline, Bentonville, Arkansas

RECREATION

- Burns Park Funland, NLR, Arkansas
- Coleman Creek Trail - Little Rock, Arkansas
- Cossatot Interpretive Trail - Howard County
- Gaines Street Plaza - Little Rock, Arkansas
- UALR Trail of Tears Park, Little Rock, Arkansas

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomari's Proposal

SUB-CONSULTANT RESUMES

JACOBUS & YUANG INC, *Cost Estimator*

Cobus Malan, *Principal Quantity Surveyor*

Education
Bachelor of Science, in Quantity Surveying
University of the Witwatersrand, South Africa, 1980

Professinal Affiliations
American Association of Cost Engineers (Member No. 2087)
American Institute of Architects (Member No. 30138264)

As Executive Principal, Cobus Malan has a Bachelor of Science degree in Quantity Surveying (Construction Cost Professional), from the highly accredited University of the Witwatersrand in South Africa. He has acquired at least 37 years in-depth diverse construction costing experience in all aspects of work, from the perspective of a professional Quantity Surveying and estimating practice, as well as working with general contractors, design professionals, design build contractors and developers. In capacity as Quantity Surveyor, Cobus uses his diverse experience in applying first principals to construction cost estimating, by paying particular attention to the multi-trade detailed cost consequential aspects of a project. His consulting experience is supplemented by assisting in evaluation and settlement of Change Orders, helping to keep a finger on the pulse of industry costs. This experience is also enhanced through the research he performs in capacity as Associate Editor for the nationally published SPI Cost Publications. Recreational Center and Park projects furthermore constitute a perfect match in regard to Cobus' attention to detail matched with his multi-trade experience and the firm's in-house multi-disciplinary estimating skills.

SELECTED PROJECT EXPERIENCE

- Cabrillo Recreation Center Rehabilitation, Santa Barbara, CA [$4.339 Million]
- City of Lompoc Senior Recreation Center, Lompoc, CA [$4.368 Million]
- Corona Park Recreation Building, Huntington Park, CA [$.978 Million]
- Westchester Recreation Center Community Building, Los Angeles, CA [$1.383 Million]
- Carson Passive Park, Carson, CA [$.642 Million]
- Charter Oak Park General Improvements, Los Angeles, CA [$.623 Million]
- Kellogg/Hollister Community Park, City of Goleta, CA [$2.872 Million]
- Johnny Carson Park Revitalization, Burbank, CA [$3.929 Million]
- Live Oak Park, Santa Barbara, CA [$.861 Million]
- Miraloma Park Improvements, Anaheim, CA [$3.524 Million]
- MLK Fitness Park, Los Angeles, CA [$315,855]
- Veterans Memorial Regional County Park, Sylmar, CA [$.875 Million]
- Walnut Creek Habitat & Open Space, San Dimas, CA [7.712 Million]

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Aloma's Proposal

SUB-CONSULTANT RESUMES
KMAC, *Specification Writer*

Kathryn Marek AIA, CSI, CCCA, SCIP, NCARB
275 Windswept Court
Naples, ID 83847
Phone: (213) 503-2064
Email: kmarchconsult@earthlink.net

Summary: Significant experience in the technical aspects of architectural practice and construction. Extensive experience in administering projects with private, public, and government funding and regulations. Effective manager with ability to create, maintain, and direct systems for complex projects, including long term developments with multiple issues and project teams. Licensed Architect with strong technical background in building materials and techniques. Proven ability to diagnose and troubleshoot building problems during development and construction.

Experience and Achievements

2017 -¬ present Principal
KM Architectural Consulting, PLLC, Naples, Idaho

KM Architectural Consulting specializes in the production of technical specifications for use as Construction Documents. I am experienced with multiple platforms, including BSD Speclink, and SpecsIntact, for the production of documents for both public and private jobs.
My work consists of the creation of specifications that delineate the qualitative characteristics needed in materials, equipment, and facility systems for construction, as well as designating product options and installation requirements. Information is drawn from drawings and meetings, as well as from interviews with the project team. The information is collated, reviewed, and combined with the Owner's required documentation, operational guidelines, and internal safety standards into technical documents that form part of the Construction Contract documents.

2012 – 2017 Senior Specifier
Walt Disney Imagineering, Glendale, California

1998 –2012 Project Architect, Specification Writer, Technical Resource Manager
AECOM, Los Angeles, California

1996 – 1998 Project Engineer
Del Amo Construction, Inc., Torrance, CA

1995 – 1996 Project Assistant
L.A. Young & Associates, Inc., Redondo Beach, CA

Accreditation: Registered Architect, State of California – License #C31170, State of Idaho ¬ License #AR-986095, State of Florida – License # AR 100882
NCARB Accreditation #64535
CCCA (CSI Certified Construction Contract Administrator)
CDT (CSI Construction Document Technologist)

Education: Bachelor of Architecture (B.Arch) and Bachelor of Science (B.S.) in Environmental Design, Ball State University 1995

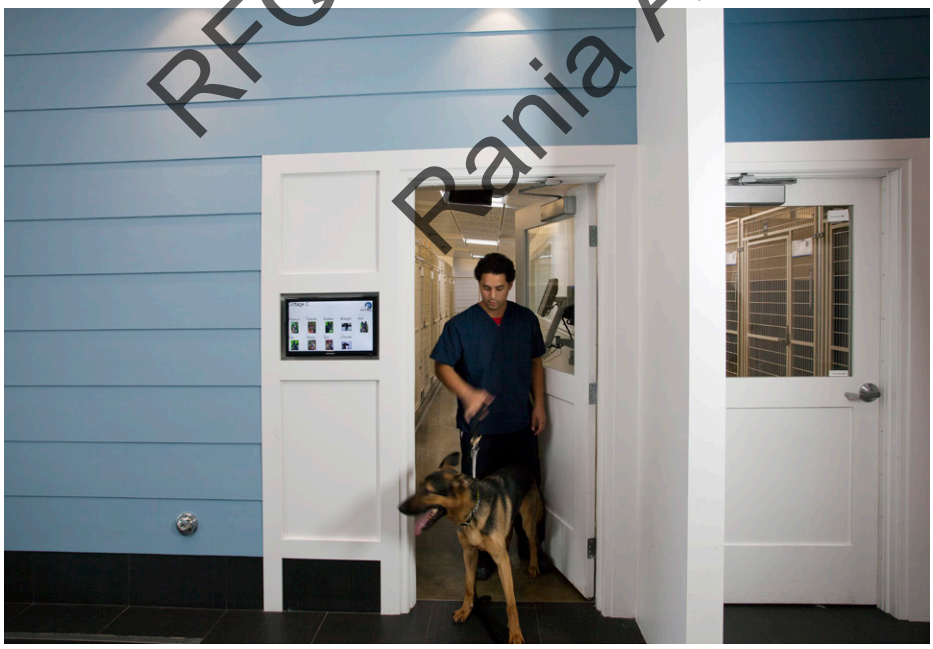
Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

APPENDICES

RELEVANT FACILITIES

- BEST FRIENDS ANIMAL SOCIETY PET RESOURCE CENTER, Bentonville, AR
- BEST FRIENDS ANIMAL SOCIETY PET ADOPTION CENTER, New York, NY
- NKLA, Los Angeles, CA
- HOUSTON LIFE SAVING CENTER, Houston, TX
- PORTERVILLE ANIMAL SHELTER FACILITY, Porterville, CA
- SOUTH LOS ANGELES ANIMAL CARE CENTER II, Los Angeles, CA -***LEED SILVER***
- VENTURA COUNTY ANIMAL RESOURCE CENTER MASTERPLAN, Camarillo, CA
- LONG BEACH ANIMAL EMERGENCY
- SOUTH LOS ANGELES ANIMAL CARE CENTER I - ***LEED SILVER***

South LA Kennel Runs



NKLA Kennel Runs

Bentonville PRC

RFQ 25-15 Animal Services Facility Design
Appendix C
Rania Aboma's Proposal

BEST FRIENDS ANIMAL SOCIETY - PET RESOURCE CENTER

RFQ 25-15 Animal Control Services
Rania Alomar Design Proposal

Location:
Bentonville, Arkansas
Size: 24,500 SF

Owner Reference Information:
Client: Best Friends Animal Society
Contact Name: Rose Molina. Project Manager
Contact Information:
5001 Angel Canyon Rd
Kanab, UT 8474
T: 435.644.2001 x4384

Project AE Cost: $386k
Start Date: November 2019
Completion Date: March 2023

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez

SCOPE:
RA-DA is providing full A/E services including:
-Concept Design
-Programming
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting
-Construction Administration

BEST FRIENDS ANIMAL SOCIETY - PET RESOURCE & COMMUNITY CENTER

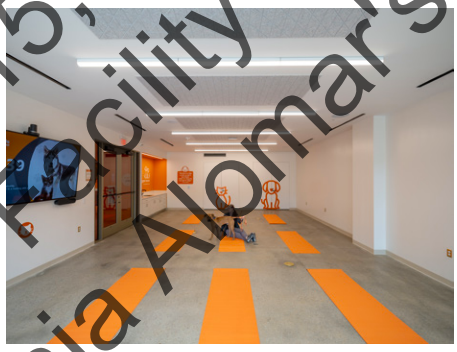
PHILOSOPHY
As the first building of its kind, the Pet Resource Center is a reformed animal-shelter-of sorts. There is one key element intentionally omitted - the kennels. Its function is similar in many ways to an animal shelter, but its fundamental philosophy is the polar opposite.

A NEW WAY
During Covid many shelters were shut down and as a result, a large network of foster parents emerged. Best Friends capitalized on this and halfway through design, we decided that the kennels had to go: The goal was to build a shelter of the future: People need a place where they can connect with animals in a setting that is un-institutional. We needed a home for community, animals, and nature to come together. So, we designed a village. This was going to be different, and the building would be a model for Cities and Counties Country-wide, and even world-wide.

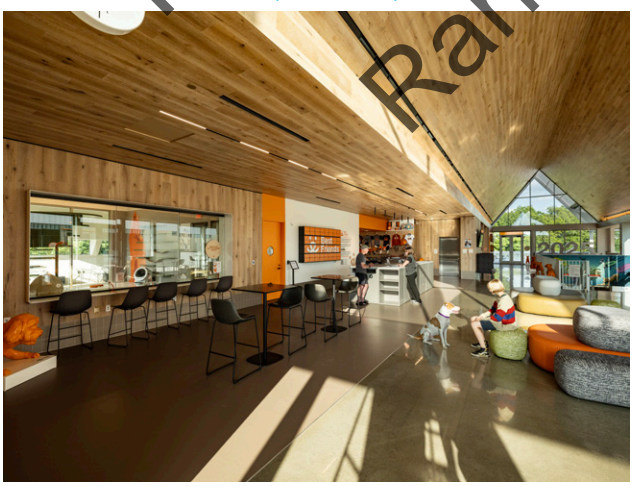
A CUSTOMIZED PROGRAM
This meant a different approach to the design of the building. We had to rethink the purpose, the flow and the program. This Center needed to be community-focused, inclusive, and welcoming. We needed to pull the public into the world of Best Friends and get them involved, either to donate, volunteer, adopt or foster. It needed to support its affiliated rescues, foster parents, and the animals. It needed to provide adequate medical care and spay and neuter services. It needed to educate on all aspects of animal care including dog behavior or kitten feeding. It would even provide a community pantry for parents that were in need. The spaces are designed around these functions and creatively support these aspirations.

SITE / ENGAGE AND CONNECT PEOPLE TO PLACE:
The building is positioned centrally within the future site of 8th Street Gateway Park, a 100 acre park currently being developed by the City. The design team worked with the park designers to integrate

internal staff open work space



modular community center room



public lobby entrance

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Aiomar's Proposal

BEST FRIENDS ANIMAL SOCIETY - PET RESOURCE & COMMUNITY CENTER

The building's planning and access into the overall Master plan, making sure it was smartly integrated and directly responding to park-goers and future surroundings.

Set back from 8th Street, visitors can access the building either on foot, bicycle or by car. Reminiscent of traditional southern architecture, a wide front porch faces a main green oval "Hillside Meadow" filled with local flora and fauna central to the Park Master plan. Pedestrian and bicycle paths weave through and around the building that is divided into two halves. Park-goers can walk through without entering and glimpse the many functions in the building from weekend adoption events to training seminars in the yards. They pass under the centrally located 'Volunteer Bridge', a critical function of the facility and an offer to the public to enter and get involved.

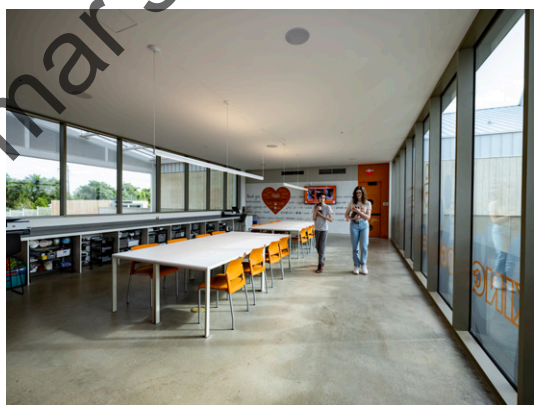
THE BUILDING: COMMUNITY AND CONNECTION

The building form makes a logical split between the main Community spaces to the north and the more technical Medical and Support spaces to the south. The linking elements are the front porch and courtyard spaces and the Volunteer Bridge. With parking to the south, and pulled away from the building, visitors approach on foot toward the front porch, passing a large dog-themed mural by a local artist. The Medical wing is pulled back so that a clear path to the front door is revealed. This side entry to the main lobby space is intentionally incidental and as such, inclusive to all. Visitors can 'slip in' easily without much pomp. The axis of the main community lobby space provides stunning views of the park to the east and west capturing the sunrise in the winter and the sunset in the summer through its high peaked roofs and providing park-goers respite.

Interior and Exterior spaces are connected wherever possible with open views and large operable glass doors. The two levels of the Community Wing also visually connected. The openness of the space invites and encourages exploration with access given throughout the facility. Even the administrative space is open to view from the main lobby although most staff is working out in the main space making them easily approachable.

Stadium seating and a slide (just for fun) takes guests downstairs to the dog enrichment room and second community room where Best Friends holds Adoption events, Dog Yoga classes amongst other community events.

A critical backbone to the success of the non-profit: The volunteer bridge, is held in esteem as it straddles the lower courtyard and is clearly visible from both the Community and Medical Wing Entries. Every space within this wing is highly flexible: almost all spaces are open and furniture movable to accommodate change and the growth of the facility.



volunteer bridge

upper cafe patio seating overlooking dog play yards

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

BEST FRIENDS PET ADOPTION CENTER

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

Location: New York, New York
Size: 3,900 SF

Owner Reference Information:
Client: Best Friends Animal Society
Contact Name: Elizabeth Jensen
Contact Information:
307 West Broadway
New York City, NY 10013
T: 347 762-3678

Project Cost: $3M
Change Orders: 21
Start Date: October 2015
Completion Date: March 2017
Second Renovation: April 2025, Currently in construction documents phase.

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez
Hayley Kleeman

DELIVERY
Early on in the design process we worked closely with the group at Best Friends Animal Society to identify the goals for this adoption center. We knew as a group that the goal wasn't only to provide storefront that connected people to animals but also an experience that communicated the overarching goals and efforts of Best Friends Animal Society. We wanted to engage people with the message and fold them into the community that Best Friends had created around the adoption and care of animals.

With this in mind, priorities surfaced and design goals emerged: We wanted to create what would feel like a sanctuary experience in the middle of Manhattan, referencing the landscape and temperament of the Best Friends Kanab, UT headquarters. We wanted to house the animals in an interesting, humane way and create a habitat that they enjoyed. We wanted to make sure that the space was filled with opportunities to engage the visitors and tell them the story of Best Friends. We also wanted to include some innovative and educational experiences such as a kitten nursery.

NKLA formerly WEST SIDE GERMAN SHEPHERD RESCUE

Location: Los Angeles, California
Size: 11,200 SF

Owner Reference Information
Client:The Ronald and Catherine Gershman Foundation
Contact Name: Ron Gershman
Contact Information:
12300 Wilshire Blvd, Suite 310
Los Angeles, CA 90025
T 310 576-3491

Project Cost: $20M through all phases
Start Date: November 2009 Completion Date: Initial construction 2012, Third floor addition 2016/2017, Tenant Improvements 2019, Surgical Suite addition 2023 - 2025

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez
Hayley Kleeman

DELIVERY METHOD & ROLE
This was a Design - Bid - Build project where we worked with one contractor that came on board toward the end of the construction documents phase. RA-DA was the architect on the project.
We worked closely with the contractor in the construction documents phase to review the documents and as they started to put together their bid for the project. We continued to work with them throughout the construction of the project. We collaborated with the contractor on some aspects of the design such as the design of the kennels to achieve a solution that was cost effective, code compliant and met the functional requirements of the client.

RA-DA provided full services to the client:
- Concept design : created a series of schemes that studied different configurations of the plan and different approaches to the appearance of the building.
- Schematic Design
- Design Development
- Signage and interiors
- Fixture and Equipment selection
- Construction Documentation and Specifications
- Coordination with our engineers and consultants on all aspects of the project from structural to MEP to civil and off site and utility requirements.
- Jurisdictional Approvals: We obtained a Conditional Use Permit for the project and shepherded all the drawings through plan check and to obtain a permit for the project.
- Construction Administration: we worked closely with the contractor and with the client to make sure the documents were being implemented correctly. This included weekly site meetings, review of RFIs and issuing of ASIs whenever necessary. We reviewed submittals and substitutions and worked to apprehend any costly or time consuming errors in construction before they occurred.

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

BEST FRIENDS HOUSTON LIFE SAVING CENTER - POSTPONED DUE TO COVID 19

Location: Houston, Texas
Size: 23,200 SF

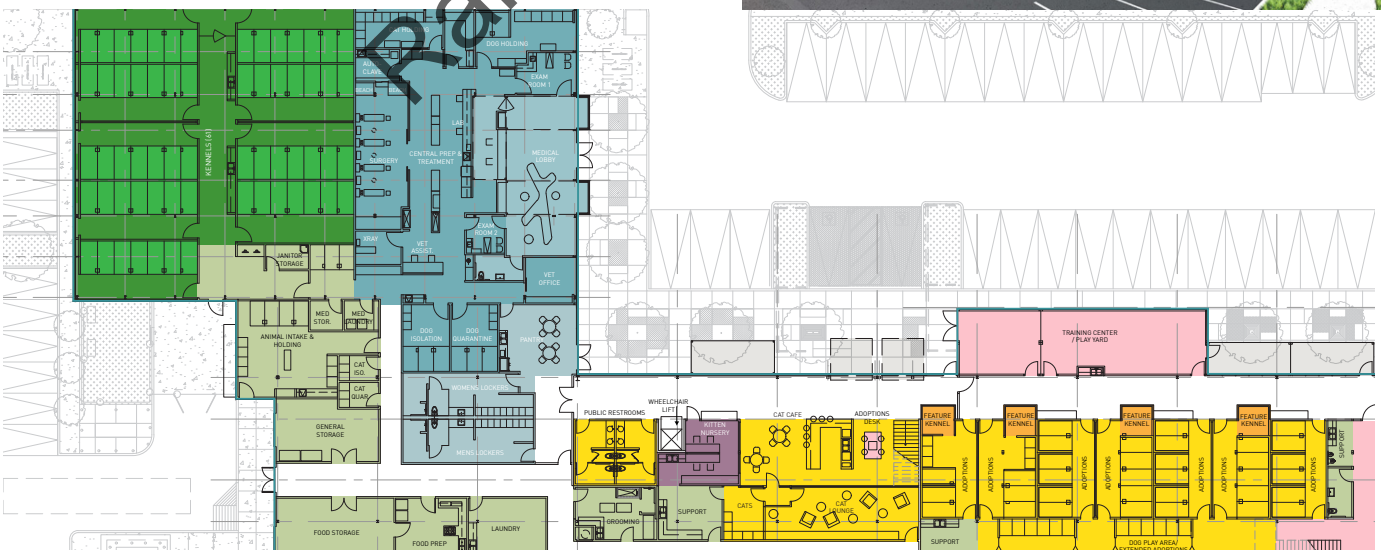
Owner Reference Information:
Client: Best Friends Animal Society
Contact Name: Jay Garrett Jr.
Contact Information:
1414 Bonner St
Houston, TX 77007
T: 832.217.8323

Project AE Fee: $365k
Start Date: March 2019
Completion Date: Project Postponed due to Pandemic

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez

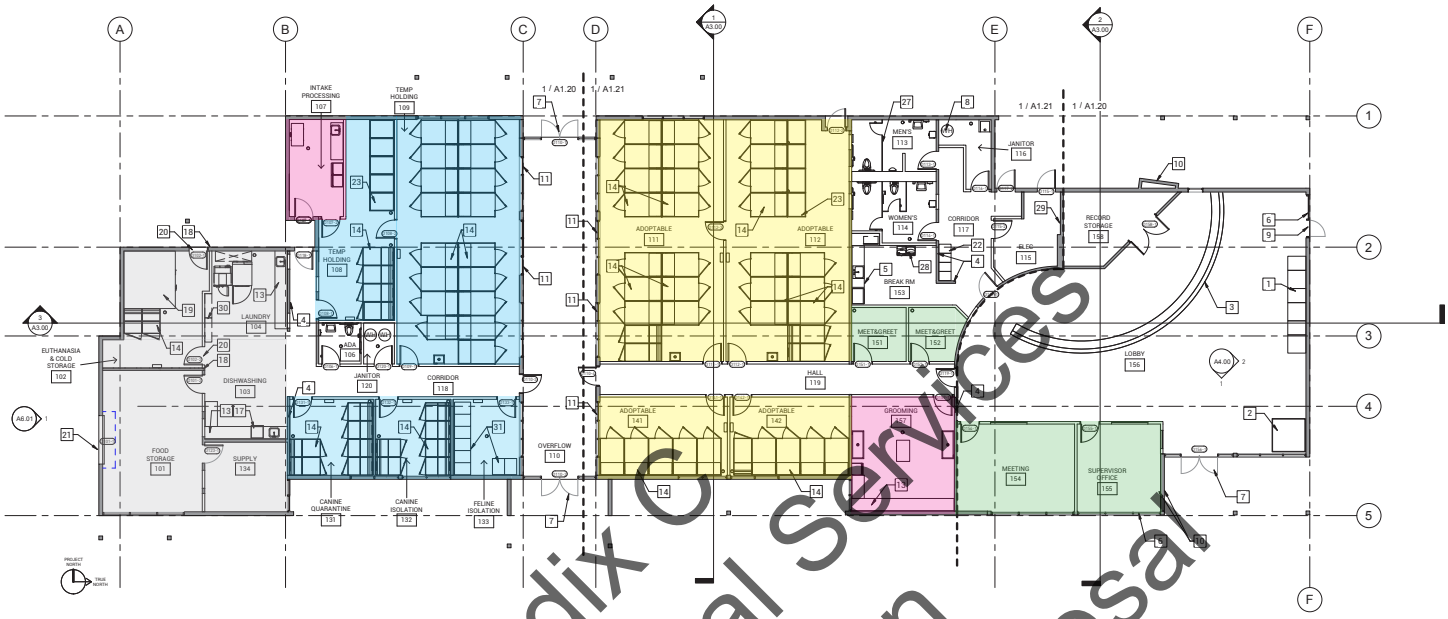
PROJECT GOALS AND PHILOSOPHY:
This facility was designed as a new prototype for animal care and rather than following traditional shelter models, it was envisioned as a life-saving center and shelter of the future.

With this in mind, every aspect of the facility was considered with the preface of 'how should this be done?' and 'what is the ideal situation here'.
We explored new ways of organizing and housing the animals, integrating the adoptables into the lobby space, connecting the administration space to the front of the building, engaging visitors with cafe and kitten nursery upon entry and designing a branded space.



RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

PORTERVILLE ANIMAL SHELTER



① FLOOR PLAN
1/8" = 1'-0"

Location: Porterville, California
Size: 9800 SF of Building Improvements / 3100 SF Dog Park / 40,700 SF of Site Improvements

Owner Reference Information:
Client: City of Porterville
Contact Name: Javier Sanchez / Engineering & Project Management Director
Contact Information:
291 N Main St
Porterville, CA 93257
T: 559.782.7462

Project Cost: $7M
Start Date: October 2018
Completion Date: Fall 2023.

Proposed staff for Fayetteville:
Rania Alomar
Michael Green
Luisana Hernandez

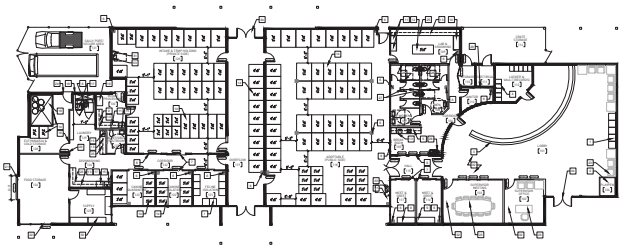
PROJECT DESCRIPTION.
Interior Tenant improvement of a single story existing bank building to turn into a new animal care and adoption center, frontage road improvements, dog park, and a new section of the "Rails to Trails" network.

RA-DA is providing full A/E services including:
-Concept Design
-Programming
-Schematic Design
-Design Development
-Interiors Signage
-Bid Documents
-Construction Documents
-Permitting
-Construction Administration

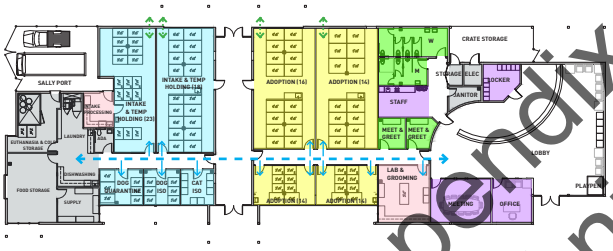
Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

PORTERVILLE ANIMAL SHELTER

PHASE I - ORIGINAL PLAN

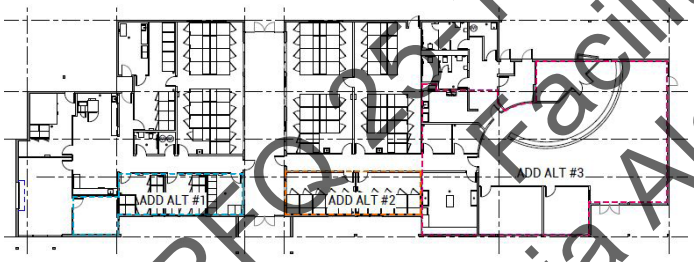


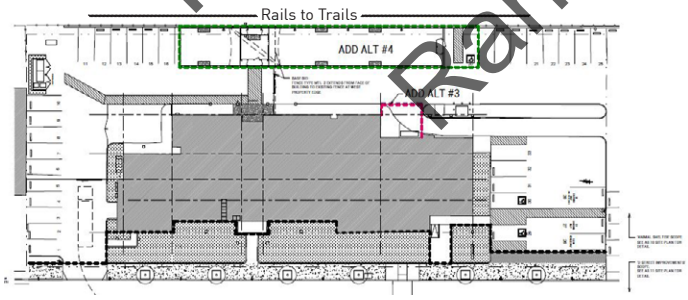
PHASE II - PROPOSED PLAN
PROGRAMMING



- Central corridor: Avoid walking through kennels to get to the back-of-house
- Smaller rooms: less distraction for the dogs, better sound control, also allows project to be split into phases
- Linear arrangement for kennels: more efficient layout for the plumbing system
- Potential connection to dog park: rooms can open up directly to the Dog Park
- Kennel count: total number remains the same, the smaller kennels are stacked

Examples of Client Presentations and Phasing Plan





Add Alternatives 1-4

Within this layout we were also able to concentrate on and maintain the comfort levels of the animals by producing a lay out where kennels did not face each other. This not only helps to keep the animals calm but also has the added benefit of mitigating noise from barking dogs. By having a long hall that halves the building we were also able to keep the clinic, isolation, euthanasia, and transport animals separated from the adoption center. This creates a healthier environment for both the animals and the general public who visit looking for animals to re-home.

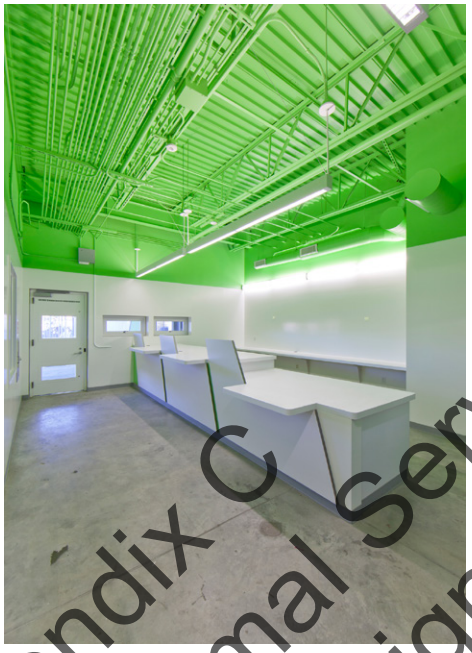
DESIGN

In order to make the new facility feel welcoming to the general public, without sacrificing money that is needed for critical equipment, we have pursued simple solutions like fresh paint, engaging signage, and bright graphics to draw people through the facility. Simple solutions such as these end up serving a dual purpose. They don't only enliven the space but they also help educate the public to the goals of the facility.

"Rails to Trails" is an 8 mile stretch of railroad land that is being turned into a public park and is included in this project's scope. As part of the scope we have managed to connect the new dog park directly behind the facility as the entrance to this section of the trail. Also, the main hall within the facility runs directly to the park and gives a direct line of site from the main street.

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

SOUTH LOS ANGELES ANIMAL CARE CENTER II - LEED SILVER



Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

Location: Los Angeles, California
Size: Indoor Facility Size - 23,000 SF / Outdoor Kennel Area - 40,000 SF / Kennels - 270

Owner Reference Information
Client: The City of Los Angeles
Contact Name: Alan Espiritu
Contact Information:
T (213) 202-9974
E Alan.Espiritu@lacity.org

Project Cost: $12M
Start Date: July 2008
Completion Date: March 2013

Proposed staff for Fayetteville:
Rania Alomar

Delivery Method & Role
This Project was a Design-Bid-Build project for the City of Los Angeles, where the low bid was awarded the project.

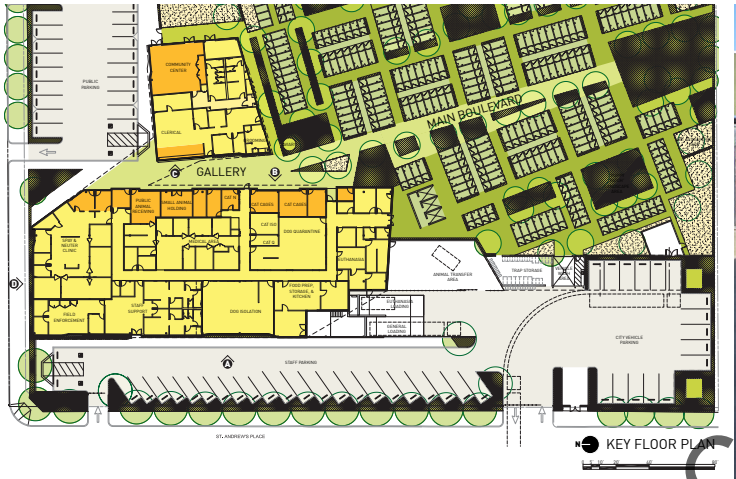
RA-DA completed all aspects of design and construction administration on the project including:

- Zoning and Building Code Analysis
- Program verification
- Interim Program changes (during design and construction)
- Concept Design (3 concepts were designed and presented to the client for selection)
- Schematic Design & Design Development
- Signage and way finding design
- Complete Construction Documentation
- Coordination with all Engineers and Consultants
- Cultural Affairs Committee presentations and approvals
- Neighborhood Councils and CRA presentations and approvals
- Animal Commission presentations and approvals.
- Permit and Plan check (complex jurisdictional approvals procured)
- Conditional Use Permit
- Zoning Variance
- Support during bid and Negotiation Phase
- Construction Administration throughout the construction phase (all aspects of CA included within our scope: site visits, RFIs, ASIs, Submittal review, Substitution review etc.

Experience & Lessons Learned
The South LA facility has a 23,595 SF Indoor Facility and a 40,000 SF Outdoor Kennel Area. It is also rated LEED Silver, allowing us to identify early on which credits to pursue and which will be difficult or potentially costly to obtain.

SUSTAINABILITY
This facility is highly functional, easy to maintain, and

SOUTH LOS ANGELES ANIMAL CARE CENTER II - LEED SILVER



as self-sufficient as possible. A typical commercial building of this size would normally generate up to 55,000 pounds of solid waste during construction. The green building practices applied in this project aimed to substantially reduce the negative environmental impacts that a non-sustainable development would impose on the site. As an added goal and benefit, the design measures incorporated reduce operating costs and create a better working environment for the staff and visitors and a better living environment for the animals.

These are some of the other measures we incorporated into the design of this project:

- reduce power usage with the use of smart day-lighting systems (including tubular skylights), time clocks, lighting controls, thermal controls and natural ventilation in some of the spaces.
- reduce water demand with the use of low flow fixtures, smart laundry machines, and drought tolerant plants and study the feasibility of reusing grey water for the flushing of trench drains.
- reduce water pollution with the use of planters and 'hydrodynamic separators' that filters the water before it returns into the ground or the storm system.
- reduce the 'heat-island' effect with the use of trees and plant-life to shade any concrete areas.
- use an 'energy smart' roof that reflect the heat away from the building, and consider other ground surfaces that reduce heat build-up in the parking lots and any other outdoor spaces.
- preserve the 'Night sky' by using cut off fixtures in the parking lots and on the exterior of the building and also by locating fixtures such that there is minimal spill off site.
- use of in-ground radiant heating for the comfort of the animals and the staff as it is a very efficient method of maintaining a comfortable environment.
- the design provides views to the outside to maintain a healthy environment for the staff and the animals.
- reduced pollutants in the air with basic provisions such as the elimination of tobacco smoke in and around the building; the design of the heating and cooling system for thermal comfort; and the installation of sensors that monitor the quality of air in the ventilation systems.
- took measures to keep the air in all animal rooms clean and disease free, also minimizing odors to make these spaces healthy for humans and animals.
- During construction we put in place an 'Indoor Air Quality Management Plan' that protected the environment for the construction workers and the future inhabitants of the building (both human and animal)
- carefully selected materials so that they are low-emitting for reduced VOC and also regionally procured and containing recycled content.
- a waste management plan that resulted in a high percentage of waste being diverted from landfills and incinerators.

Appendix C
RFQ 25-15 Animal Services
Facility Design
Rania Alomari's Proposal

VENTURA COUNTY VCAS MASTER PLAN

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

Location: Camarillo, California
Size: 5 acres

Owner Reference Information:
Client: County of Ventura
Contact Name: Jonathan Jacobson / Manager
Contact Information:
600 Aviation Dr.
Camarillo, CA 93010
T: 805.665.0268

Project Estimated Cost: $28M
Start Date: October 2016
Completion Date: August 2017

Proposed staff for Fayetteville:
Rania Alomar

SUMMARY
RA-DA was retained by the Ventura County Public Works Agency after a Needs Assessment Study was conducted and it became clear to the County and Animal Services Department that the existing facility was failing them and needed an extensive master planning revamp.

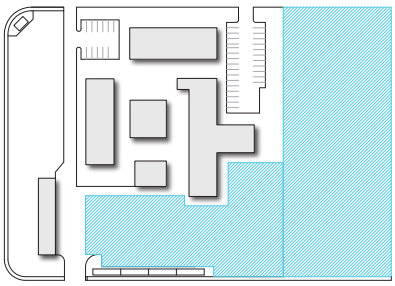
We studied multiple ways to upgrade the facility and provided them with schemes both for reusing parts of the facility and rebuilding the entire facility. We also studied different sites and the possibility of building an annex adoption center in town where it would create stronger community connection.
Our work was broken into 5 phases:

- Discovery and Data Collection
- Programming / Identify Goals
- Concept Design & Analysis
- Master plan
- Phasing Study

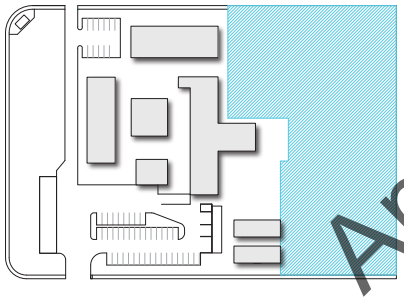
APPENDICES

Sample pages from the final master planning document that show different approaches to the master planning of the facility.

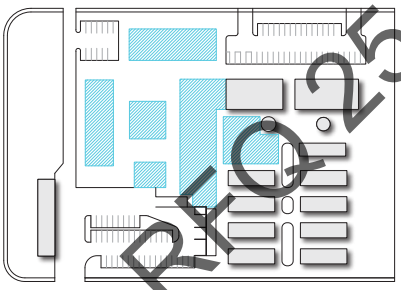
PHASE 1



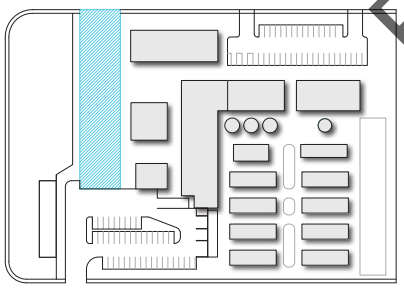
PHASE 2

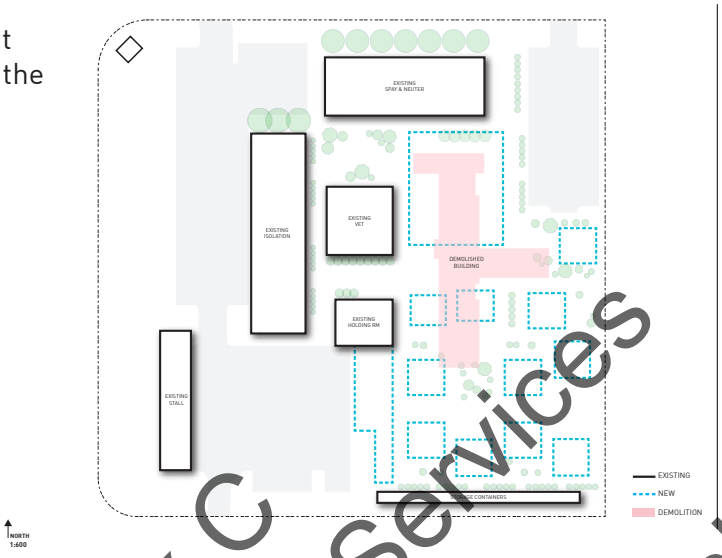


PHASE 3



PHASE 4





Site: 600 Aviation Dr., Camarillo
Zoning: M-1 Light Manufacturing
Site Area: 191,000 SF (4.38 AC)

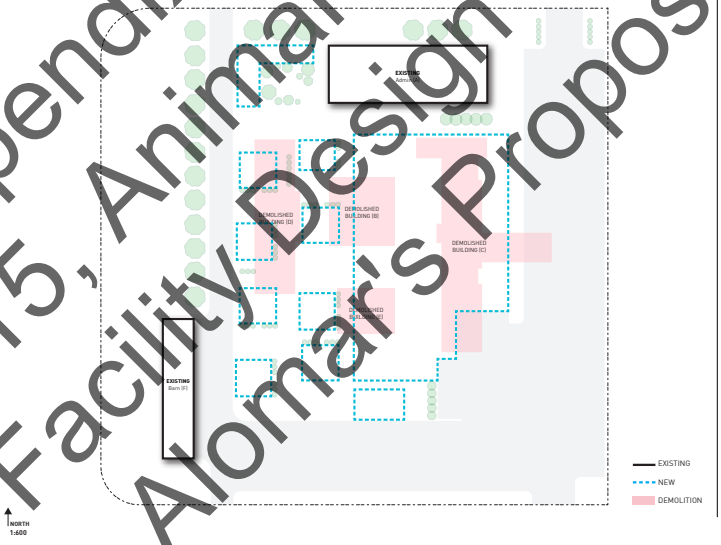
A1

(pair with A-R)

existing vs new DIAGRAM

Summary
- Stay in existing location
- Keep property size as is
- Keep and renovate as much as possible, while adding as little new construction as is feasible in order to have a functional facility

VENTURA COUNTY **ANIMAL RESOURCE CENTER**
RA-DA 08/25/2016



Site: 600 Aviation Dr., Camarillo
Zoning: M-1 Light Manufacturing
Site Area: 191,000 SF (4.38 AC)

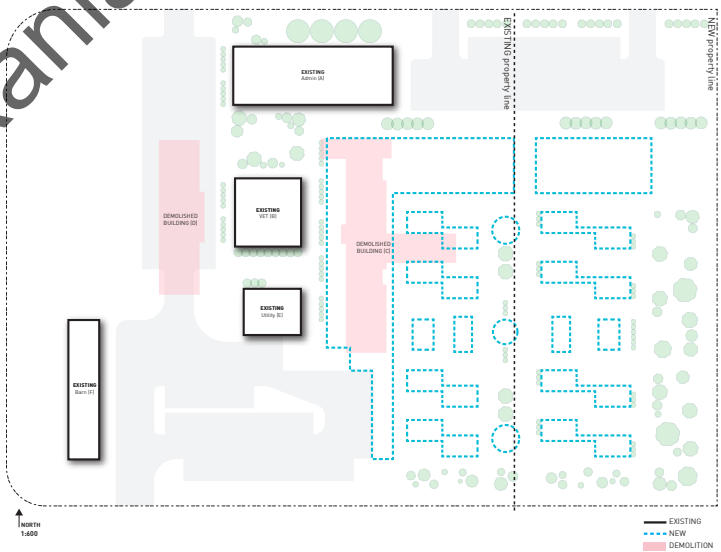
A2

(pair with A-R)

existing vs new DIAGRAM

Summary
- Stay in existing location
- Keep property size as is
- New facility with only Administrative Building and Barn as existing.

VENTURA COUNTY **ANIMAL RESOURCE CENTER**
RA-DA 08/25/2016



Site: 600 Aviation Dr., Camarillo
Zoning: M-1 Light Manufacturing
Site Area: 191,000 SF + 96,700 SF = 287,700 SF (6.60 AC)

B

(pair with B-R)

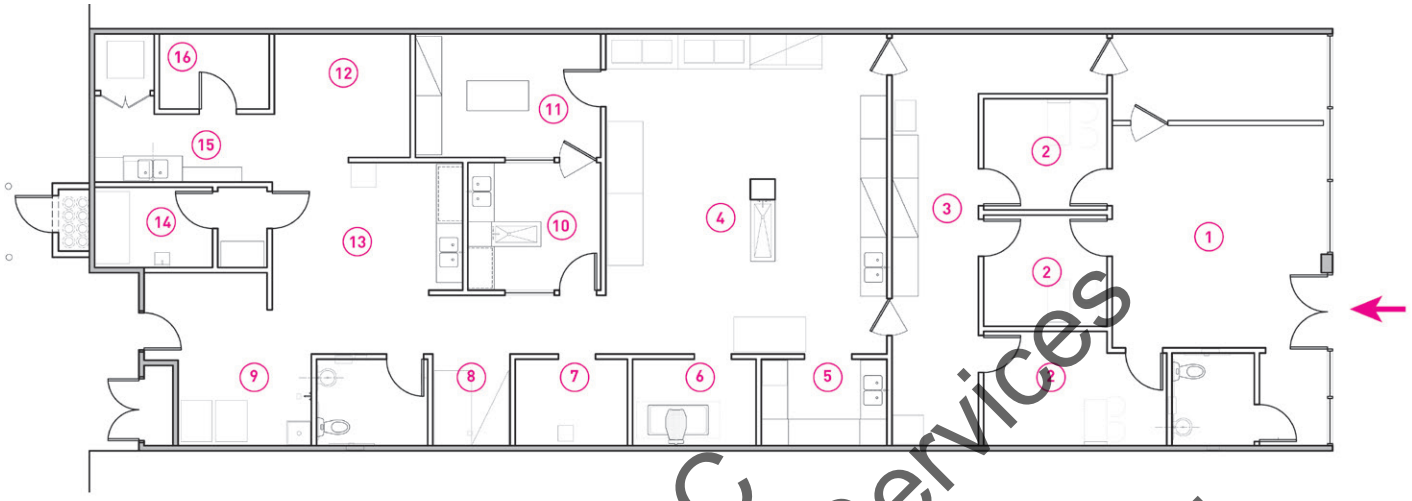
existing vs new DIAGRAM

Summary
- Stay in existing location
- Increase property size; add 2 acres adjacent
- Demolish substandard buildings (kennel, quarantine and isolation buildings)
- New construction to replace demolished buildings and to provide remainder of program
- Complete interior renovation of remaining buildings

VENTURA COUNTY **ANIMAL RESOURCE CENTER**
RA-DA 08/25/2016

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

LONG BEACH ANIMAL EMERGENCY



Location: Long Beach, California
Size: 3,300 SF

Owner Reference Information
Client: Jonnie Quantz, President/CEO
Animal Emergency Center
Contact Name: Jonnie Quantz
3511 Pacific Coast Hwy Suite A
Torrance, CA 90275
T (310)325-3000
E JQDVM@aol.com

Project Estimated Cost: $100K
Start Date: July 2011
Completion Date: November 2011

Proposed staff for Fayetteville:
Rania Alomar

Delivery Method & Role
This project is characterized by an extremely efficient and functional design, an extraordinarily fast design and construction schedule and a very stringent budget. Exceeding expectations, RA-DA worked closely with the client and met all three parameters and procured a permit for construction.

RA-DA was the architect on the project. The individuals at RA-DA that worked on this project and some subconsultants are the same individuals that will be assigned to your Animal Shelter project adding a higher level of understanding and experience in this facility type.

RA-DA provided the following Services: Programming; Design; Construction Documentation; Permitting.

Experience & Lessons Learned
Although the overall program and square footage is significantly smaller than your Shelter, this project utilized every square inch of space and packed it with all the necessary exam rooms, surgery rooms, labs, kennels, and offices any Animal Hospital or Emergency needs.

Efficiency is the experience and lesson learned from this project. Our team will be able to use the experience gained in this low-budget, quick-turnaround project and directly apply it to your facility. We will be able to produce plans and layouts that are as efficient as possible.

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

SOUTH LOS ANGELES ANIMAL CARE CENTER I - LEED SILVER

RFQ 25-15, Animal Services Facility Design
Appendix C
Rania Alomar's Proposal

Location: Los Angeles, California
Size: Indoor Facility Size - 27,000 SF / Outdoor Kennel Area - 42,200 SF / Kennels: 225 Outdoor, 50 Indoor

Owner Reference Information
Client: City of L.A. Bureau of Engineering
Contact Name: Kirah Vohra
T (213) 485-5971
E kirah.vohra@lacity.org

Project Estimated Cost: $22M
Start Date: October 2008
Completion Date: Permitted not built

Proposed staff for Fayetteville:
Rania Alomar

Delivery Method & Role
This facility was the first that the City commissioned of this size. The resulting design focuses on the development of an outdoor kennel 'garden' covered in a canopy of glass photo-voltaic panels to mitigate the energy usage of the building.

The Shelter integrates kennels with outdoor landscaped spaces so that every kennel is facing its own outdoor area. In the animal shelter, the solar panel array solved a series of program requirements including shade for visitor and animals, an armature for misting and climate control. The program is compacted into two tightly packed wings, minimizing any circulation for an extremely efficient plan. This is a LEED Silver building.

Experience & Lessons Learned
Rania Alomar was the Design Lead for this project. And although it was never built, the project did go through all of the design & permitting phases. Ms Alomar took the project from Programming, Schematic Design, Construction Documentation, LEED, & even got final Building Permits. The experience gained helped streamline the second animal shelter she designed and in turn will help streamline the design of your shelter as well.

THANK YOU FOR YOUR CONSIDERATION

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

1. DISCLOSURE INFORMATION

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

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

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

☒ 1) NO KNOWN RELATIONSHIP EXISTS

_____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.

Appendix C
RFQ 25-15: Animal Services
Facility Design
Rania Alomari's Proposal

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: Rania Alomar Architect, Inc. dba RA-DA

Primary Contact: Rania Alomar Title of Primary Contact: Principal

Phone#1 (cell preferred): 323.851.4040 Phone#2: _____

E-Mail Address: rania@ra-da.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	Rania Alomar	08/29/2025
2	Rania Alomar	09/08/2025

4. DEBARMENT CERTIFICATION:

b. 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.

c. 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.

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

Appendix C
RFQ 25-15, Animal Services Facility Design
Rania Alomar's Proposal

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: Rania Alomar Architect, Inc. dba RA-DA

PHYSICAL ADDRESS: 7523 Norton Avenue, West Hollywood, CA 90046

MAILING ADDRESS: 7523 Norton Avenue, West Hollywood, CA 90046

TAX ID #: 82-1644025 AR. SECRETARY OF STATE FILING #: _____

PHONE: 323.851.4040 FAX: _____

E-MAIL: rania@ra-da.com

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

SIGNATURE:

PRINTED NAME: Rania Alomar

TITLE: Principal DATE: 09/18/2025

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

END OF RFQ DOCUMENT

Beilfuss, Amanda

From: Meredith Hendricks <meredith.hendricks@entegritypartners.com>
Sent: Wednesday, October 22, 2025 12:34 PM
To: Beilfuss, Amanda
Cc: Rania Alomar
Subject: Addendum to RFQ 25-15
Attachments: IMG_3767.JPG

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 Amanda,
The company that I work for, Entegrity, has been added to the RA-DA team for sustainability consulting expertise. We were added to the team after the initial RFQ response so this form was not completed with our team included. We are submitting this form to disclose that I have a family member that works at the City of Fayetteville. I oversee our sustainability team and our projects but will not be the day to day contact for the project.

Best,
Meredith

Meredith Hendricks, Vice President - Sustainability
C: 479.466.2826 | f: 501.227.8648
Entegrity | www.entegritypartners.com

Please excuse the brevity of and any errors within this email as it was sent from my mobile device.

The information contained in this communication is confidential, is intended only for the use of the recipient named above, and may be legally privileged or contain trade secret or proprietary information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender and delete the original message or any copy of it.

Appendix C
RFQ 25-15, Animal Services
Facility Design
Rania Alomar's Proposal

1. DISCLOSURE INFORMATION

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

__✓__ 2) RELATIONSHIP EXISTS (Please explain): Meredith Hendricks, ~~one~~ works for our sustainability firm. Her husband, Peter Nierengarten, works at the City of Fayetteville.

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

Appendix C
RFQ 25-15 Animal Services
Facility Design
Rania Alomari as Proposer

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.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2419

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **RFQ 25-16 GCCM Animal Services Contract with CR Crawford LLC and approve a Budget Adjustment**

RECOMMENDATION:
Approval of the Animal Services Facility GCCM construction Contract with CR Crawford Construction LLC., pursuant to RFQ 25-16, GCCM for Animal Services Facility, for the pre-construction phase fees through conceptual design in the amount of $12,500 and approval of a Budget Adjustment.

BACKGROUND:
Ordinance 6920 was passed on October 21, 2025, calling for a special election in March 2026 on the question of issuing Sales and Use Tax Capital Improvement Bonds. One of the bond questions that is going to the voters in 2026 is for financing the design, construction, and equipping of a new animal services facility. This will replace the existing animal services facility that has been in use for over 50 years.

In October 2024, Shelter Planner of America completed a feasibility study for the Animal Services Division in order to provide guidance on future animal shelter facility needs. Pre-construction and conceptual design work is now needed on this project.

DISCUSSION:
As we prepare for a potential bond initiative in March, there is a need to have CR Crawford engaged in site evaluations and conceptual cost estimates. 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 through Construction Documents, bidding and negotiations, Guaranteed Maximum Price, Construction Administration, and Warranty.

If the bond initiative is successful, the project can move immediately into the cost estimates for Schematic Design. If the bond initiative is not successful, the work product received from this contract will still be needed for replacement of the Animal Services Facility when alternative funding becomes available.

BUDGET/STAFF IMPACT:
Funding will be allocated from the Sales Tax Capital fund. Account: 4470.671.8900-5804.00 Project: 25006.2501

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Animal Services GCCM Contract CR Crawford, 6. Fayetteville Animal Services - Appendix A Phase 1 Precon 11-10-25, 7. RFQ 25-16, Appendix B -

City Issued RFQ, 8. RFQ 25-16, Appendix C - CR Crawford's Submittal

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

File #: 2025-2419

A RESOLUTION TO AWARD RFQ 25-16 AND SIGN A CONTRACT WITH CR CRAWFORD CONSTRUCTION LLC FOR THE PRE-CONSTRUCTION PHASE OF THE ANIMAL SERVICES FACILITY IN THE AMOUNT OF $12,500.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Shelter Planner of America completed a feasibility study for the Animal Services Division in October 2024; and

WHEREAS, on October 21, 2025, City Council passed Ordinance 6920 for sales tax improvement bonds that included question 4 – Animal Services Facility Bonds.

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 25-16 and authorizes Mayor Rawn to sign a contract with CR Crawford Construction LLC for the pre-construction phase of the Animal Services Facility in the amount of $12,500.00.

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

City of Fayetteville Staff Review Form

2025-2419

Item ID

12/2/2025

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

Wade Abernathy	11/12/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of RFQ 25-16 GCCM contract with CR Crawford Construction LLC. for the Animal Services Facility in the amount of $12,500.00, and approval of a budget adjustment. This is a phase contract for the Pre-Bond pre-construction phase.

Budget Impact:

4470.671.8900-5804.00	Sales Tax Capital
Account Number	Fund
25006.2501	Animal Services Facility - Pre-construction
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	12,500.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	12,500.00
		Remaining Budget	$	-

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of RFQ 25-16 GCCM contract with CR Crawford Construction LLC. for the Animal Services Facility in the amount of $12,500.00, and approval of a budget adjustment. This is a phase contract for the Pre-Bond pre-construction phase.

COUNCIL DATE: 12/2/2025

ITEM ID#: **2025-2419**

Holly Black
11/12/2025 9:07 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4470.671.8900-5804.00	12,500	-	25006	2501	EX	Building Costs
4470.671.8900-5400.00	(12,500)	-	14002	1	EX	Building & Grounds - Maintenance
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

Contract for General Contractor
Construction Management Services
Animal Services Facility
BETWEEN City of Fayetteville, Arkansas and
CR Crawford Construction LLC

THIS AGREEMENT is made this 18TH day of NOVEMBER, 2025, by and between **City of Fayetteville**, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **CR Crawford Construction, LLC** (general contractor construction manager, hereinafter called GCCM, Construction Manager, or CR CRAWFORD), and CITY OF FAYETTEVILLE from time to time requires professional GCCM services in connection with the evaluation of design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and GCCM in consideration of their mutual covenants agree as follows:

GCCM shall serve as CITY OF FAYETTEVILLE's professional GCCM 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 GCCM 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 GCCM services shall be provided as identified in appendices:
    a. CR CRAWFORD's Tax identification number (TIN) ending in 2182
    b. CR CRAWFORD's Arkansas Contractor License No. 0173580626
    c. CR CRAWFORD's Secretary of State Filing No. 800080692

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**: GCCM Fee Schedule
        ii. **Appendix B**: RFQ 25-16, GCCM for Animal Services Facility
        iii. **Appendix C**: CR Crawford's Response to RFQ 25-16
        iv. **Appendix D**: CR Crawford's current Certificate of Insurance
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and GCCM.
    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) GCCM's response to RFQ 25-16 (d) City's published RFQ 25-16 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. CR Crawford Construction LLC: Attention: John Teeter, 1102 S Happy Hollow Rd, Fayetteville, AR 72701

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. GCCM 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 GCCM becoming aware of the conflict. Design Professional should be the initial Decision Maker but GCCM has right to claim if decision is disputed. GCCM and Owner will work through the claim to develop a resolution.

r. DEBARMENT AND SUSPENSION: By execution of this agreement, GCCM certifies that to the best of its knowledge and belief that the GCCM 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. GCCM 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 GCCM in the performance of the Work including those set forth in the Guaranteed Maximum Price Amendment.

f. The "General Contractor Construction Manager" (GCCM 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 GCCM'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 GCCM's employees in GCCM'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 GCCM.

r. The "Project," is the building, facility, or other improvements for which GCCM 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 GCCM that specifies the dates on which GCCM 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 GCCM 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 GCCM 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 GCCM 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 general contractor construction management 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 GCCM 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 $12,500.00 US Dollars. Fees shall be paid to the GCCM 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 GCCM 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. GCCM 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 GCCM 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 GCCM'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 GCCM 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, GCCM 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 GCCM 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 GCCM or sureties under this Agreement.

11. **Project Bonding**: Performance and payment bonding. After execution of this contract by all parties, GCCM 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 GCCM 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. GCCM 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. GCCM 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 GCCM 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, GCCM 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 GCCM. 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:** GCCM 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 GCCM any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so GCCM 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 GCCM.

22. Responsibility of the City of Fayetteville

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

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

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

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

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

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

vi. The City of Fayetteville Construction & Bonds Director, or their designee, is the project representative with respect to the services to be performed under this Agreement. The Construction & Bonds 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 GCCM relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on GCCM's experience, qualifications, and judgment as a GCCM 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. GCCM 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 GCCM 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 GCCM at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GCCM's default.

d. If termination for default is affected by GCCM, 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 GCCM for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GCCM relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, GCCM 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 GCCM 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 GCCM to fulfill contractual obligations, it is determined that GCCM 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 GCCM are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond GCCM's reasonable control, GCCM shall be entitled to additional compensation and time for reasonable documented costs incurred by GCCM in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by GCCM, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits: GCCM'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 GCCM 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 GCCM 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 GCCM 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 GCCM 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 GCCM, 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 GCCM for services rendered by GCCM. All parties agree if funding should become insufficient to complete the project, GCCM shall be notified in a timely manner.

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

31. **Indemnification:** To the fullest extent permitted by law, the GCCM 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 GCCM, 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. GCCM 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 GCCM as part of the Services shall become the property of CITY OF FAYETTEVILLE when GCCM has been compensated for all Services rendered, provided, however, that GCCM shall have the unrestricted right to their use. GCCM 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 GCCM.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GCCM 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 GCCM:

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

34. Audit and Access to Records:

a. GCCM 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. GCCM shall also maintain the financial information and data used by GCCM 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. GCCM 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 GCCM;
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**: GCCM 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 GCCM 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 GCCM or any of GCCM 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 GCCM 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 GCCM as it could pursue in the event of a breach of the Agreement by GCCM. 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 GCCM 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 **CR CRAWFORD CONSTRUCTION, 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: _____

CR CRAWFORD CONSTRUCTION, LLC

By:_____
John Teeter, President/CEO

Date Signed: 11.18.25

C.R. CRAWFORD CONSTRUCTION

Appendix A

Fayetteville Animal Services
PHASE 1: Pre-Construction Services through Conceptual Design
November 14, 2025

Wade Abernathy
Project and Construction Director
City of Fayetteville

C.R. Crawford Construction is pleased to provide a Preconstruction Services Proposal for the above-mentioned project.

Services Include:

- Develop an opinion of cost report for the programmatic design package as part of these Phase 1 preconstruction services.
- Support in design review
- Support in site evaluation and selection
- Pricing of program elements / options
- Program scheduling
- Value engineering

Phase 1 Pre Bond - Preconstruction Services Fee

- Lump Sum Amount for Phase 1 Preconstruction Services through Schematic Design: **$12,500**
    - Preconstruction services shall be billed on a percent complete basis.

Phase 2 preconstruction services and GMP proposal to be incorporated at a future date via contract amendment or change order. Project staffing and salary costs for these future phases will be incurred and billed at a standard charging rate, subject to review and prior approval by the City of Fayetteville.

Limits and revisions to general liability, builder's risk, and subcontractor default insurances as well as subcontractor bond requirements will be established with the future GMP Amendment.

We appreciate the opportunity to submit a proposal for this project. If there is anything else you require from us, please let us know.

Sincerely,

Trent Rogers, AIA
Vice President | Architect

City of Fayetteville, AR
Procurement 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 25-16, GCCM for Animal Services Facility

DEADLINE: Thursday, September 18, 2025 prior to 2:00:00 PM, local time
PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 08/24/25, 08/25/25 & 08/26/25

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
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 Procurement 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 25-16, General Contractor Construction Management (GCCM)
for Animal Services Facility

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, General Contractor Construction Management services (GCCM) for the construction of a new Animal Services Facility. The project includes, but is not limited to, construction of a facility consisting of approximately 15,000 interior feet and 5,000 square feet of exterior per the Space Needs Assessment Study prepared by Shelter Planners of America.

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

To be considered, statements of qualification shall be received electronically through the City of Fayetteville, Procurement Division's online bidding platform by **Thursday, September 18, 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 Arkansas Contractor's License at time of RFQ deadline. Valid registration with the Arkansas Secretary of State will be required 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: 08.24.25, 08.25.25, and 08.26.25
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $644.77

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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. Submittal Instructions: Proposers shall 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 Procurement Division.

      i. SOQ's (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 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.

   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 Procurement 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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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.

c. 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 Procurement Division Office and 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 Procurement Division. 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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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 Bellfuss, 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 proposals. 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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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.

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, Procurement 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 Procurement 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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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.

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 GCCM 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 GCCM 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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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.

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 Procurement 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 Procurement 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.

Appendix B
RFQ 25-16 GCCM for
Animal Services Facility
City Issued RFQ

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 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 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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

27. ADDITIONAL INFORMATION:

a. Appendix A – Space Needs Assessment Study

CONTINUES ON NEXT PAGE

1. PROJECT SUMMARY

a. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide general contractor construction management (GCCM) services for the construction of a new Animal Services Facility.

b. A space needs study was performed (see Appendix A) and identified a need of approximately 15,000 sq. ft. of interior spaces to include administrative offices, a medical clinic, animal housing, and animal support areas. There is a need for approximately 5,000 sq. ft. of exterior space to include animal housing and animal support areas. Sitework will include parking, storm drainage, drives, and utility infrastructure.

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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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 GCCM 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. Coordinate with Architect to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville's Bonds Projects and Construction Director 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. Animal facility features and equipment

Appendix B
RFQ 25-16 GCCM for
Animal Services Facility
City Issued RFQ

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. Coordinate with 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. Coordinate with 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. Coordinate with 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 Procurement Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Procurement Policies.

2. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Procurement (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 Procurement 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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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 Procurement Division during pre-bid meeting(s) and facilitate and attend the Bid Opening.

5. Maintain open communication with the City Procurement Division during any process involving Request for Information (RFI).

6. Any addenda shall be provided to the Procurement 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 GCCM desires to self-perform a portion of the work or a trade package, the GCCM 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 Procurement 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 GCCM, City, and Architect.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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's Bond Projects and Construction Director 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 GCCM 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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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 GCCM shall hold all trade contracts and purchase orders and shall bond and guarantee the project.

vi. After contract award, the awarded GCCM 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 GCCM 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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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 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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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): _____

_____

_____

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 award from 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.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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 GCCM 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 B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

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: _____

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

END OF RFQ DOCUMENT

Needs Assessment Study for

Fayetteville Animal Services

DRAFT

October 25, 2024

Appendix B
RFQ 25-16, GC/CM for
Animal Services Facility
City Issued RFQ

A Division of FMD Architects

1000 Texan Trail, Suite 260, Arlington, TX 76051 Phone (817) 265-8522 www.shelterplannersofAmerica.com

Table of Contents

		Page Number
1.	Purpose and Scope of Study	3
2.	Review of Existing Facility	4
3.	People and Animal Levels	6
4.	Building Space Program	12
5.	Site Considerations	13
6.	Recommended Features	20
7.	Staffing	32
8.	Operating Cost	33
9.	Opinion of Probable Cost	34

Exhibit A - Current and Projected Human Population and Animal Intake — *1 page*

Exhibit B - Building Space Program — *6 pages*

Exhibit C - Opinion of Probable Cost — *1 page*

Exhibit D - Cost Examples of Other Shelters — *9 pages*
- *-Chatham County Animal Services Facility, NC*
- *-Lafayette Animal Services, LA*
- *-Montgomery County Animal Adoption & Care Center, VA*
- *-Springdale Animal Shelter, AR*
- *-Tippecanoe County Animal Shelter, IN*

Appendix B
RFQ 25-16, CCCM for
Animal Services Facility
City Issued RFQ

1. PURPOSE AND SCOPE OF STUDY

The purpose of this Needs Assessment Study (Study) is for Shelter Planners of America (SPA) to provide information to Crafton Tull & Associates, and the City of Fayetteville and their Animal Services Department (FAS) that will guide them regarding their future animal shelter facility needs.

The Study was authorized by Mark Owings, Senior Vice President, Architecture for Crafton Tull & Associates, on May 6, 2024, in accordance SPA proposal dated March 14, 2024.

Information in this Study was developed from information provided by FAS and observed during our on-site visit on August 5th and 6th, 2024. The Study provides a brief review of the existing facility, looks at people and animal levels, provides a proposed Building Space Program, provides site considerations, recommended features, discusses staffing, operating cost, and Opinion of Probable Cost.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

It should be understood this Study is the first step in planning a new shelter. The second step will be to develop the Conceptual Site Plan and Building Floor Plan based on the approved Building Program contained in this Study. The third and final step will be development of the working drawings and specifications for constructing your project.

The Needs Assessment meeting was held on August 6, 2024, at Facilities Management Office that lasted about 7 hours. The following were in attendance:

Name	Organization	Title
Justine Lentz	FAS	Superintendent
Brianna Curry	FAS	Tech/Programs Administrator
Valerie Henley	FAS	DUM/Veterinarian
Wade Abernathy	City of Fayetteville	Construction Director
Yolanda Fields	City of Fayetteville	Community Resources Director
Matthew Cabe	Crafton Tull	Project Manager
Michael Barnard	SPA	Principal
Tracy Cantrell	SPA	Director of Sales

2. REVIEW OF EXISTING FACILITY

General

FAS started around 1987-1988 and was originally named Humane Society of the Ozark. The Animal Services Superintendent is responsible for the operation of the existing shelter under the governance of the Community Resources Department. The present shelter was constructed in 1970, additions were made in 1989 for the brick building and 1998 for the clinic. The shelter contains approximately 12,400 square feet of indoor space and some storage sheds.

Front view of existing shelter

Back of existing shelter

Side of existing shelter

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Original building and Clinic behind existing shelter

The present shelter facility was built with materials and concepts that are of lower quality materials and finishes than today's modern shelters. The building does not have good flow and creates additional work for staff. The dog kennels are not ideal for ease of cleaning and maintaining the animals in a healthy state. The staff has done the best job possible of maintaining the building under difficult conditions. They are to be commended for keeping the building clean and presentable to the public.

It has already been determined that a new shelter is needed. Therefore, an extensive list of deficiencies has not been provided in this study.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

3. PEOPLE AND ANIMAL LEVELS

The shelter serves the City of Fayetteville with a total people population of approximately 101,543 for 2023. The number of animals received at the shelter in 2023 was approximately 1,314. This total is composed of approximately 887 dogs, 422 cats, and 5 other species (67.5% dogs, 32.1% cats, and .4% others).

There are no other animal shelters that serve the City of Fayetteville. The 1,314 animals received at FAS in 2023 is only 1.3% of the human population.
Nationally, the number of animals normally received at local shelters annually is 2-3% of the human population. This means the number of animals received per year at FAS is below the range of the national average. While the number of animals received is below national averages there is still an animal over-population challenge.

Over the next 10 years, the population of Fayetteville is projected to increase to approximately 130,000, a 28% increase and over the next 20 years, the population of Fayetteville is projected to increase to approximately 172,617, a 70% increase.

There is a low cost/high volume spay/neuter program in the community and 100% of the animals leaving the shelter are altered.

Preventative programs including low cost and subsidized spay/neuter procedures, public education promoting responsible pet ownership, and developing progressive ordinances is part of the solution to reducing unwanted and stray animals. The underlying overpopulation of pets is caused by irresponsible pet ownership and uncontrolled breeding of pets. Although animal overpopulation is beginning to come down nationwide due to remedial programs, it can be countered by increasing human population and continued irresponsible pet ownership.

Appendix B
RFQ 25-16, GCOM for
Animal Services Facility
City Issued RFQ

Of the 1,363 dogs and cats dispositioned at the shelter in 2023 the breakdown is as follows:

Adoption: approximately 903, or approximately 66.3%, are adopted or transferred. The number of adoptions is fair compared to many modern shelters that have adoption rates of 70-80% but improvements are still needed.

Returned to Owner: approximately 398, or approximately 29%, are returned to their owners. The number of returns to owners is high when compared to many modern shelters that have return to owner rates between 10-20%. A high "Return to Owner" rate is an indication that people in the community care about their pets.

Euthanized: approximately 62, or about 4.5%, were euthanized which is below the range of many modern shelters that have rates of 10-20%. There is a strong push nationally to move to a 90% live release rate. FAS is to be commended for achieving this good live release rate.

Died in Shelter: approximately 0, or about 0%, died in the shelter.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Projected Animal Housing Need

Before we discuss the proposed animal housing for the new shelter, we want to discuss an important question.

"Will Holding More Animals for Longer Periods of Time Increase the Number of Animals Adopted?"

"If we hold more animals for longer times won't more be adopted?" The two following examples can help individuals understand this frequently misunderstood question. Before we examine the questions however, we want to emphasize the importance of all healthy animals being provided a reasonable stay. As long as animals are emotionally and physically healthy, and kennels are not overcrowded, it is reasonable to extend their stay. However, dogs should not be kenneled so long that it adversely affects their behavior, causing neurotic behavior such as pacing, spinning and aggression.

This issue often becomes confusing for many people when trying to understand the value (or lack thereof) of building bigger shelters and holding more and more animals for longer periods. The following examples will help facilitate understanding:

1. In the first example, assume the shelter holds animals an average of ONE week each during a one-year period. During the year, 100 people (or pet rescue groups) visit per month with the intention to adopt a pet. How many animals could be adopted in that year? If every visitor adopted, you would adopt 1,200 animals.

Now, assume you kept every animal for FOUR weeks (four times longer) during a one-year period. The same 100 people per month visited with the intention to adopt a pet. How many animals could be adopted in a year? If every visitor adopted, you would still adopt 1,200 animals. As you can clearly see, holding the animals longer, by itself, did not affect adoptions.

Appendix B
RFQ 25-16 GCCM for
Animal Services Facility
City Issued RFQ

It is important that your shelter make an informed decision of how many animals to hold at any given time and how long to hold each animal to provide the best opportunity for adoption and have humane treatment.

Appendix B
RFQ 25-16, GCOM for
Animal Services Facility
City Issued RFQ

2. In this second example the shelter houses about 100 animals available for adoption at all times. The same 100 people visit per month with the intention to adopt a pet. How many will be adopted in one year? If every visitor adopts, you will have 1,200 adoptions in one year.

Now, assume the organization builds a shelter to house twice as many animals, holding about 200 animals at all times, how many will then be adopted? If all of the 100 visitors adopted, you would still adopt 1,200 animals. As you can see, holding twice as many animals does not affect the number adopted.

The conclusion of these two examples is simply this: The only factor that truly affects the number of animals you adopt is the number of people (or rescue groups) who visit the shelter with the intention of adopting. **Holding animals longer and holding many more animals does not significantly increase adoptions.**

NOTE: (A shelter may hold an animal an extended period of time and finally get it adopted, but other animals are being euthanized to allow that one animal the space to stay longer. This is the scenario that causes people to think incorrectly, "If we could just hold all animals longer, they would all eventually be adopted".)

TO INCREASE ADOPTIONS, YOU MUST INCREASE THE NUMBER OF VISITORS (WHO WANT TO ADOPT). This is done through a good visible shelter location, visibility of all animals, weekend and evening hours, web-site pet listings, an attractive welcoming shelter, well-groomed and healthy animals, friendly staff, adoption requirements that are not too restrictive, reasonably low adoption fees, promotion of adoptions in all local media, special adoption events, the help of rescue groups and transfer programs.

The more effective approach an animal shelter can take rather than warehousing animals is to help get all pets in their service area spayed or neutered and educate their community about responsible pet ownership. This will eventually solve the pet over-population problem in a community. A community simply cannot "shelter their way" out of an animal overpopulation problem.

Refer to Exhibit A that shows the summary of Current and Projected Animal Intake in Figure 1, Existing Average Length of Stay (ALS) in Figure 2, and the Projected Animal Housing Need based on ALS in Figure 3. This information is discussed in more detailed below.

Appendix B
RFQ 25-16; GCCM for
Animal Services Facility
City Issued RFQ

Dog Housing Capacity

The existing shelter has a 19 day Average Length of Stay (ALS) for the approximate 887 dogs handled per year with the present dog housing capacity of 46.

For the new shelter, housing for 60 dogs is proposed, which results in an approximate 19 day ALS. We usually recommend planning based on a maximum 14 day average length of stay for dogs to avoid adverse effects of housing animals in shelters but 19 days is reasonable. Please refer to discussion starting on page 9 above that explains why excess lengths of stay do not really increase adoption.

The Building Space Program, EXHIBIT B, includes housing for 60 dogs which is an increase of 30% over the existing shelter. Refer to the Animal Housing section of the Building Space Program for the breakdown of the proposed Dog Housing.

Cats Housing Capacity

The existing shelter has a 32 day Average Length of Stay (ALS) for the approximate 422 cats received per year with the present cat housing capacity of 37.

Housing for 50 cats is proposed, which results in a 34 ALS. We usually recommend planning based on a maximum of 21 days average length of stay for cats to avoid adverse effects of housing animals in shelters but 34 days is reasonable. Please refer to the discussion starting on page 9 above that explains why excessive lengths of stay do not really increase adoption.

The Building Space Program EXHIBIT B includes housing for 50 cats which is an increase of 35% over the existing shelter. Refer to the Animal Housing Section of the Building Space Program for the breakdown of the proposed cat housing.

Other Animal Species

The shelter received a small number of other animals made up of a wide variety of species such as rabbits, hamsters, gerbils, guinea pigs, birds, etc.
It is recommended that a separate room be provided to accommodate these animals. This room can also be used for a variety of uses over the life of the building.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

4. BUILDING SPACE PROGRAM

The Building Space Program is a detailed listing of each room or space proposed to accommodate FAS's needs based on a 10-year planning horizon. The net area of each room or space is listed. Net area is defined as the inside dimensions of the space but does not include the wall thickness and corridors. The quantity of each type of room or space is also listed. The rooms are sub-divided into major groupings such as Administrative, Medical, Animal Housing, Animals support areas. The net area totals are listed at the bottom of each section and then a grossing factor is applied to the net area. The grossing factor projects the estimated SF needed to accommodate the wall thickness, corridors and any other unidentified space. This helps to determine the total SF needed. The total SF is critical to developing an Opinion of Probable Cost.

Since Fayetteville is in an area of rapid growth, we propose the City consider designing and constructing the project in phases. Phase 1 would accommodate a 10 year growth but be designed to where it could be easily added onto with a Phase 2 if the anticipated new population growth comes as expected.

Refer to attached EXHIBIT B dated 10-25-24 for the Proposed Building Space Program.

Appendix B
RFQ 25-16, CCOM for
Animal Services Facility
City Issued RFQ

5. SITE CONSIDERATIONS

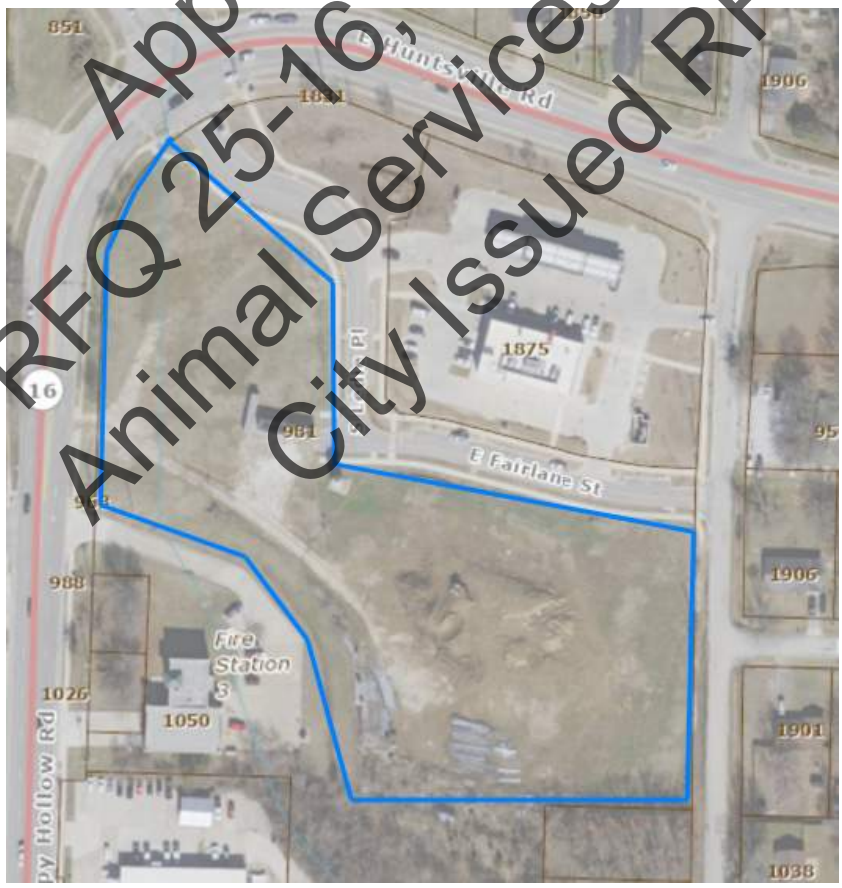
The qualifications of a site are very important for the special needs of the shelter. FAS is planning to construct a new shelter on a new site. The proposed site was examined for compliance to the following criteria:

A. Visibility: This is a very important concern for an animal shelter; however, it is most often overlooked. In the past, it was customary to locate shelters at out-of-the-way places on the least expensive properties like industrial areas or near sewage treatment plants or landfills. The theory was that if someone wanted to visit the shelter, they could call for directions to find it. Today it is recognized that locating shelters in high-visibility locations not only increases visitors and the number of pets adopted and returned to owners, but also reduces the need for animal euthanasia and helps build public awareness and community goodwill. **A good location can increase adoption by 100%.** Coupled with an active adoption promotion program, this location and visibility factor can increase adoptions and reduce euthanasia. The proposed site is in a visible location.

B. Accessibility: It is important that the animal shelter be centrally located to the area it serves. If the shelter were located in a far corner of the jurisdiction, the driving time may be lengthy and people would be less likely to use the shelter. That long drive would mean people being less likely to come to look for lost pets or visit for adoptions. The service area is the City of Fayetteville is approximately 55 square miles and therefore, the travel distance to the proposed site is reasonable. Access on and off of a major freeway or arterial street is important and the proposed site is suitable.

Appendix B
RFQ 25-16, CCCM for
Animal Services Facility
City Issued RFQ

Map of Service Area and Location of Existing Shelter

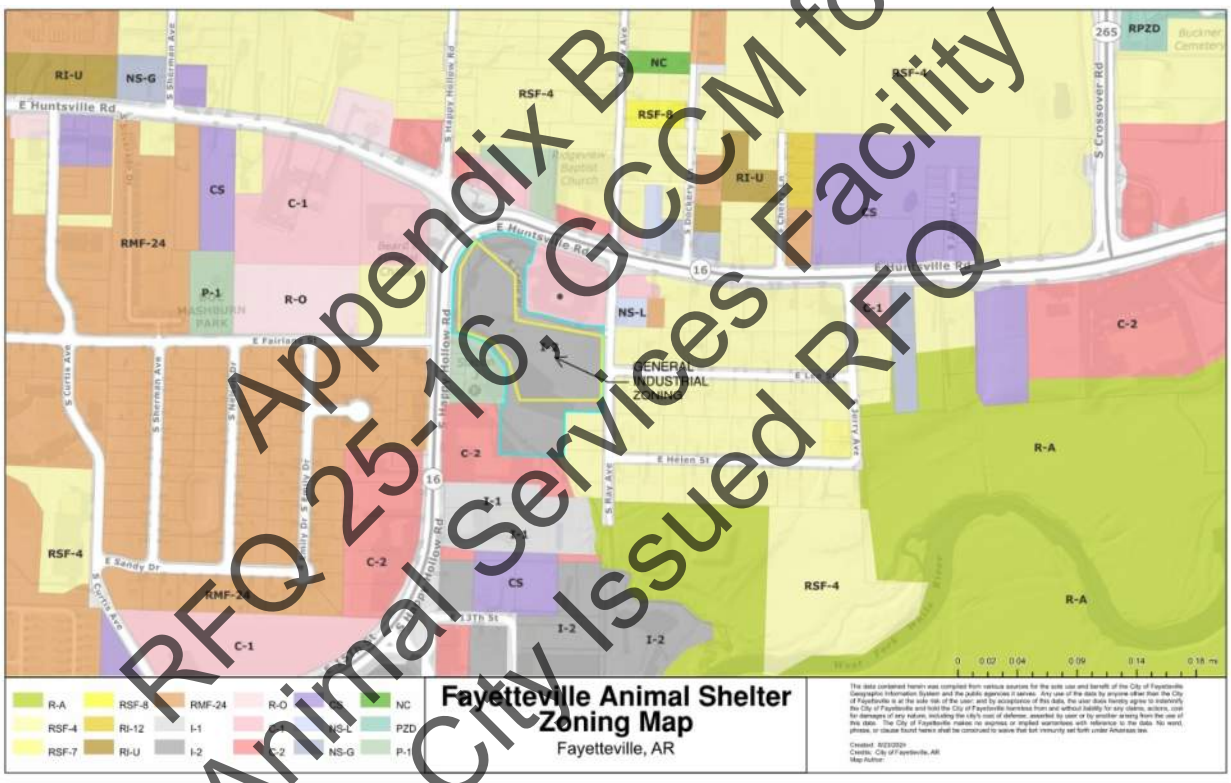


Map of proposed new Site. The new site is close to the existing site as seen on the map above but is on South Happy Hollow Road that is more visible.

Appendix B, GCCM for RFQ 25-16, Animal Services Facility City Issued RFQ

C. Suitability: It is very important to check potential sites for the following:

1. Availability of utilities such as water, sewer, gas and electricity. It is understood that utilities are available at the proposed new site as there is other development around the site including a Fire Station next door.
2. Zoning restrictions: Finding a new site with zoning that will allow an animal shelter “by right” can be a challenge. If a special use permit or zoning change is required, these have been a challenge in some cities. Based on our review the zoning is “General Industrial” and the City has the right to construct an animal shelter on this site.



Appendix B
RFQ 25-16 GCCM for
Animal Services Facility
City Issued RFQ

161.31 - District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

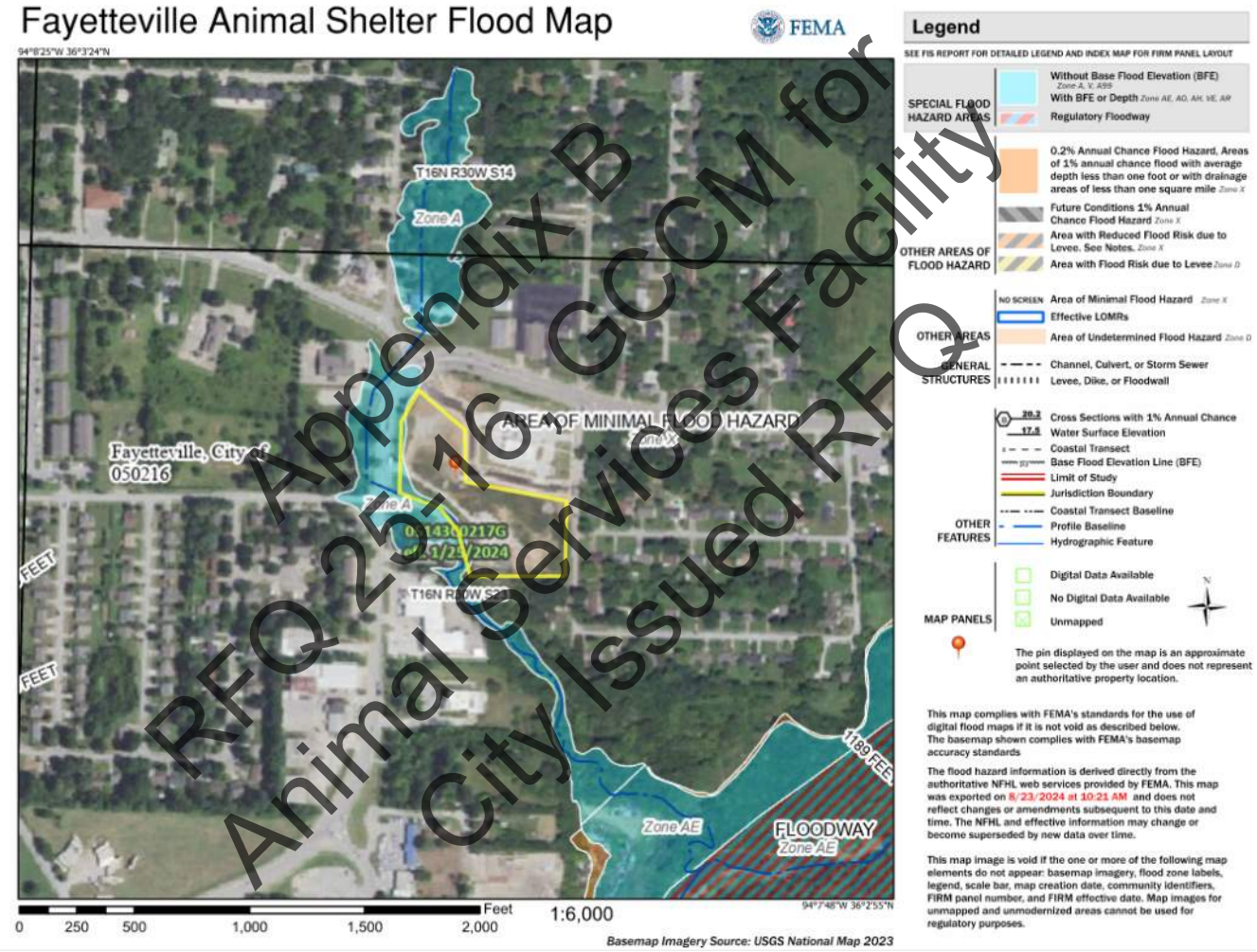
(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 13	Eating places
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

3. Easements, right-of-ways and setbacks: Each potential site should be carefully examined to make sure there are no restrictions that would prohibit the construction of the new animal shelter. A full survey will be needed to verify if any easement existing that would prevent the use of the proposed site.

4. Excessive topography or drainage concerns: Each potential site should be examined to make sure the slope across the site will allow for proper drainage and there is a place to drain the water to. However, sites with excess slopes should be avoided if possible. Sites should be checked to confirm they are not in an area that floods. The proposed site has some grade change on it but it is our opinion it should be suitable. A full survey with topography will be needed as the project moves forward.



Appendix B
RFQ 25-16 GCCM for
Animal Services Facility
City Issued RFQ

FEMA Map of proposed new Site.

5. Check for wetland concerns: Each potential site should be examined to make sure it does not have any wetlands or if it does the remaining area is still sufficient for the proposed project. This does not appear to be a concern on the proposed site based on the map below.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

6. A rectangular shape. Odd shapes can be used but may require acquiring more land due to inefficiency of the shape. Potential sites may need to be "test fit" to determine everything works before acquiring the property. The proposed site has an irregular shape that we expect will create some challenges but at this time we believe the site should be test fit to be certain.

D. Parking: Adequate parking is very important for the success of an animal shelter. The parking needed for the shelter, based on function, is estimated as follows:

Public Visitors	40
Staff	25
Volunteers	10
Foster Parking	0
ACO Vehicles	5
Total	**80**

From our review of the City of Fayetteville's parking ordinance it is unclear to us at this time that there will be a city that required minimum or maximum number of spaces required. But sometimes a variance is required because the Authority Having the Jurisdiction's required parking is not appropriate to the functional needs of an animal shelter.

Parking should be arranged to provide good visible parking for visitors and located for easy access to the main entrance. Staff parking should be separate and located to the side near a separate staff entrance. Shelter vehicles should be provided with simple to navigate routes with adequate turning radius and concealed from public view in a screened service yard.

E. Site Size: The proposed new site is approximately 4.4 acres and at this time we consider it to be of adequate size, but because of the shape we believe an preliminary layout should be prepared to confirm every fits and the proper relationships can be provided.

F. Other Outdoor Features: Space for designated areas for outdoor features is also important when considering the site. The following items are requested.

1. Two dog exercise yards with covered bench area for volunteers or staff
2. Three outdoor get acquainted yards
3. Outdoor walking trails
4. 20' x 40' covered pavilion
5. One Dumpster
6. Delivery vehicle unloading area for step vans, bobtail trucks, and school buses

G. Summary: The proposed site appears suitable from our cursory level review but a full survey is needed and we recommend a "test fit" be performed.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

6. RECOMMENDED FEATURES

A. Design Concept

An example of a welcoming new animal shelter by "Shelter Planners of America" of about the size needed for FAS

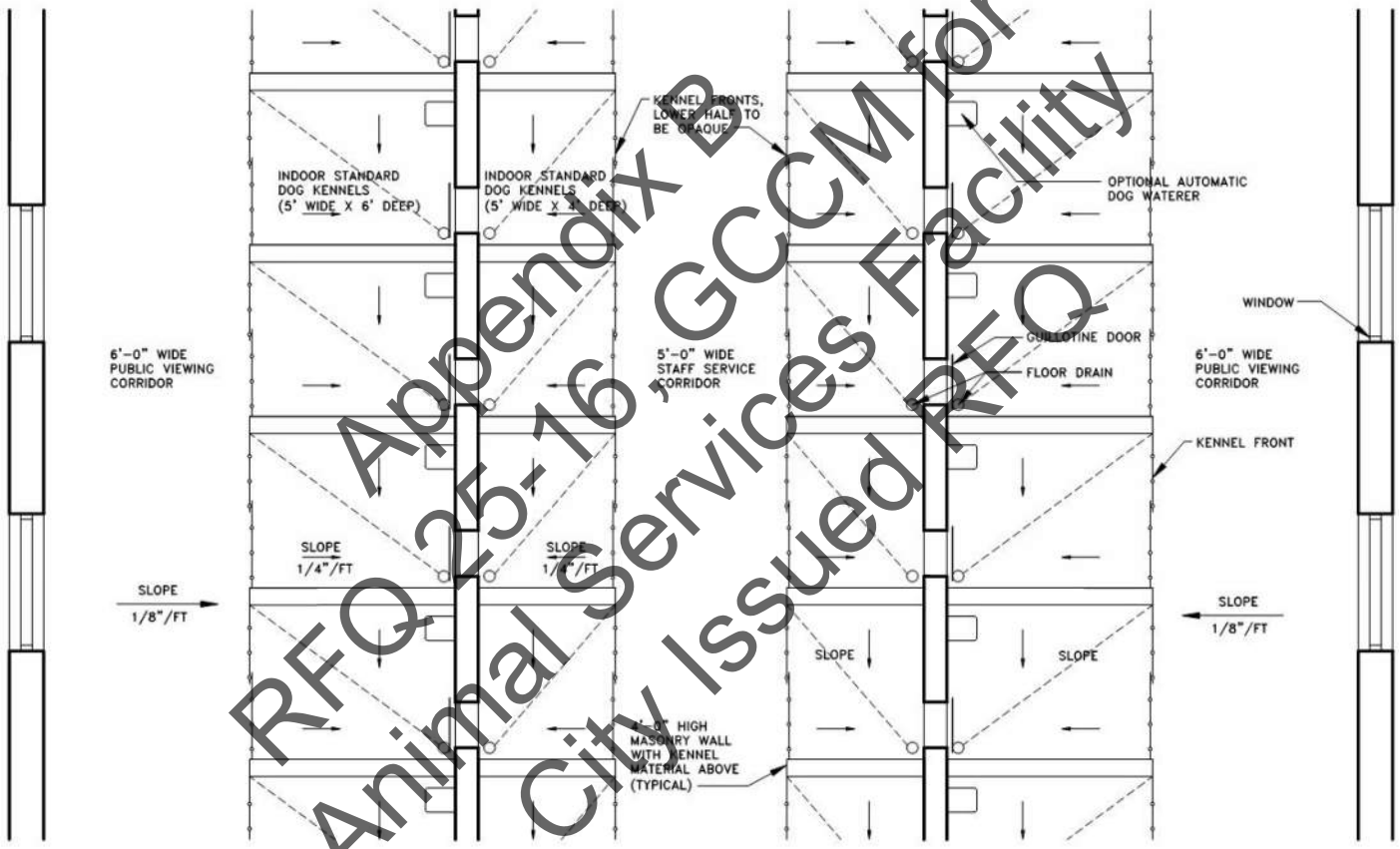
Appendix B RFQ 25-16, CCCM for Animal Services Facility City Issued RFQ

The shelter should have low-maintenance, heavy-duty materials. The interior should be brightly lighted and open with pleasing colors and pleasant public spaces. Animal housing areas should provide as much health protection, safety and comfort as possible with today's new materials and designs.

For the new shelter we recommend a one-story building. The structure would be a slab on grade, depending on the soil condition, with masonry and framed walls and sloped truss roof. The exterior should avoid an institutional look, preferring a human scale and welcoming feel. It should be compatible with the community and be attractive and inviting to the public. Natural lighting should be provided to public areas, animal housing areas and staff work areas where possible.

Attractive landscaping will be very important to the appearance of the shelter. We recommend that an extensive landscaping plan, be a part of the building project.

1. Dog Housing – SPA presented several dog housing options to FAS for consideration, and they selected indoor back-to-back kennels for puppies, quick clean kennels for strays, and convertible kennels for adoption dogs. It is important that each dog has two spaces: a primary enclosure where their food, water, and bedding is located and a secondary space where they can eliminate away from their primary enclosure allowing them to live in their normal behaviors. The indoor portion of the kennel will allow the dogs to be comfortable both the summer and winter.



RFQ 25-16, GCCM for Animal Services Facility
Appendix B
City Issued RFQ

DIAGRAM QUICK CLEAN KENNELS FOR STRAY DOGS (NOT TO SCALE)

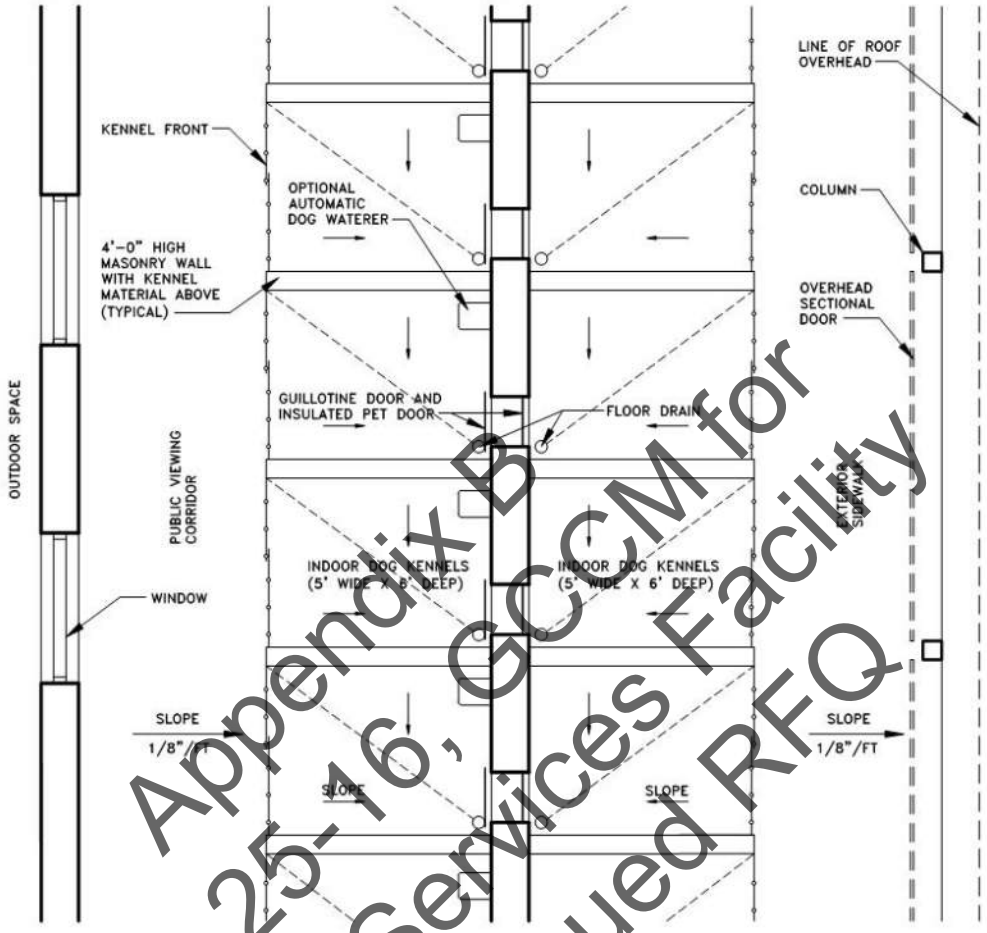


DIAGRAM OF CONVERTIBLE KENNELS FOR ADOPTION DOGS (NOT TO SCALE)

The two-compartment kennel design will allow dogs to be kept safe and dry during the cleaning procedure by moving dogs to the other compartment. This allows for efficient daily cleaning. Floors will be sloped to individual drains thereby eliminating trench drains which are difficult to clean and can cause cross contamination.

There should be special sound control materials used in the design to keep the noise level down. Dog Kennels should be arranged where dogs are not looking at each other across the aisle which can cause stress and increase barking.

RFQ 25-16, GCCM for Animal Services Facility
Appendix B
City Issued RFQ

Adoption Side of Quick Clean Kennels

Staff Corridor of Quick Clean Kennel

Photo of outdoor portion of convertible kennels with the doors closed

Photo of outdoor portion of convertible kennels with the doors open

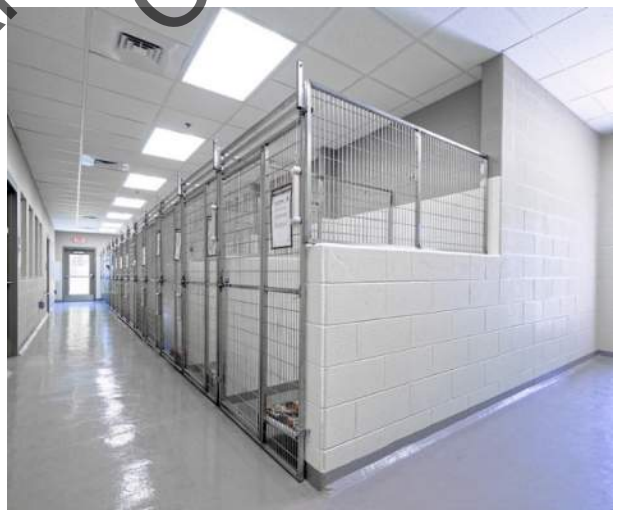


Photo of indoor portion of convertible kennels

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

2. Puppy areas - Puppies are to be housed separately from the adult dogs for disease control. We recommend all puppies be housed in floor level pens. This is to prevent them from stepping out of an elevated cage with an open door, falling out of cages located several feet above the floor and possibly injuring themselves.

Puppies will have individual inside pens to hold litters of puppies separated from adult dogs.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

3. Cat Housing

SPA recommends two compartment housing for cats which is consistent with recommendations of the Association of Shelter Veterinarians. This allows the cat cages to be spot cleaned on one side while the cat is in the other compartment. This eliminates the need to move the cats out of their cages for cleaning. This reduces the potential transfer of disease and reduces stress for the cats.

Mason Cat Towers

Shor-line Stainless Steel Cat Suite

Shor-line "Comfort Suite" with individual exhaust in each litterbox.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Cat Community Room with free roam cats

Catio with free roam cats

Appendix B
RFQ 25-16, GC/CM for
Animal Services Facility
City Issued RFQ

B. Interior Features

Shelters built in the past did not have the advantage of using many of the new innovative materials and equipment available only in recent years. Animal shelters of today are no longer just “warehouse structures” with cages lined down the walls.

Shelters are very specialized buildings which are more like hospitals and shopping malls than warehouses in construction.

A high level of quality is needed if the facility is to be able to keep animals healthy and to hold up under heavy wear. This is especially important for a shelter that is striving to present an attractive, welcoming image to the public.

An attractive, spacious, quiet front lobby is important in a shelter. This improves customer satisfaction and increases adoptions.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

The goal is to make the shelter a place where employees feel positive and the public enjoys visiting for pet adoption, pet retrieval, pet owner education and other animal services. Most importantly, the shelter must house animals in the healthiest, least stressful manner possible.

Today, modern shelters are designed to include central washing equipment, automatic animal watering systems, individual kennel floor drains, fresh air with heat exchangers

for economy, heated kennel floors, noise control systems and long-lasting, easily disinfected wall and floor finishes.

Special equipment can be utilized in a new shelter. During the preparation of the construction drawings and specifications in Step 3 we will review with you all of the details and choices that are available including performances, features, pros & cons, and the cost implications of the various options. Some of the equipment and finishes are pictured below.

The special epoxy on kennel floor finish comes in an attractive array of earth tone colors to make kennels cheerful and bright. It also halts bacteria growth.

Appendix B
RFQ 25-16 GCCM for
Animal Services Facility
City Issued RFQ

BiteGuard KennelPlex™ Commercial Dog Doors

Featuring Two Energy Efficient Designs:

Single Panel Top Swing

and

Dual Panel Saloon Style

Kennel Doors

Versatility for all types of installations

Models engineered for the requirements of professional kennels worldwide

Shelter Planners of America uses special Guillotine doors with an insulated Pet door that prevents loss of heated or cooled air from the kennel.

Appendix B
RFQ # 25-16, CCCM for
Animal Services Facility
City Issued RFQ

MODEL 1200 AUTOMATIC KENNEL WATERER

Provides a constant supply of fresh water. Eliminates the time-consuming task of refilling water bowls. Saves on the expense of replacing damaged water bowls. Conserves water.

DRINKING BOWL CLEANS FAST AND EASY

1. A quick 1/4 turn of optional water line valve shuts off water flow.

2. Slide latch bar with thumb to release the stainless steel drinking bowl.

3. The drinking bowl disconnects from the wall bracket and lifts out from under the float valve. Takes less than 10 seconds.

Each dog Kennel is equipped with an automatic waterer so that dogs always have fresh water available with no staff time required refilling bowls.

Attractive Kennels with bright lighting levels, epoxy floor finishes and sound absorbing ceilings make quiet, inviting public spaces.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Professional grooming tub that animals can be walked into through a swinging door.

C. Heating, Ventilating, Air Conditioning (HVAC)

Heating, ventilating and air conditioning systems must be designed to provide clean, odor free and uncontaminated air throughout all animal housing areas. This is essential to control the spread of air borne disease.

The HVAC system will be custom designed to provide a high volume of fresh air to kennels with a specific number of air changes per hour at the proper temperature and humidity range. The system will be designed to provide ceiling air supply above public walkways with a ceiling exhaust above dog runs opposite each supply providing the best odor control for the visiting public and staff.

Additionally, the systems will be fitted with heat exchangers to recapture energy before it is exhausted. This helps keep utility bills as low as possible. There could also be supplemental roof mounted exhaust fans (with separate switches on timers, with red lights) to pull out moist air during and immediately following kennel cleaning.

The facility should be served by multiple, separate, smaller HVAC systems, each to serve a portion of the facility. This smaller equipment is less expensive to install and service and if a system fails, you still have portions of the building heated and cooled until the system is repaired. Animals can be doubled up until repairs are made. The administrative areas are on a separate air system to prevent odors from entering the staff areas.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

7. STAFFING

The present animal shelter staff consists of the following staff positions:

	Position	Number of Staff		Accumulated Total
		Full Time	Part Time	
1	Animal Services Superintendent	1		1
2	Staff Vet	1		2
3	Programs Admin	1		3
4	Animal Services Technician	2		5
5	Field Supervisor	1		6
6	Senior Officer	1		7
7	Officer	3		10
8	Attendant	7		17
9	Admin Assistant	1		18

Appendix B
RFQ 25-16: GCCM for
Animal Services Facility
City Issued RFQ

This staffing level is a little above average compared to most shelters across the Country handling approximately the same number of animals. However, FAS has their own veterinarian and has an outstanding live release rate and these factors increase the number of staff needed. FAS should plan to increase over time as the human population increases and the animal intake increases if they intend to keep the current high level of service.

In addition, in a new shelter that is a more pleasant environment, it should be possible to increase the number of tasks the volunteers help with. Volunteers can help with a wide variety of activities at the shelter to promote adoption.

8. OPERATING COST

The present annual operating cost is $1,494,087. The average cost per animal handled is approximately $1,137 based on 1,314 animals. Nationally, animal shelter operational budgets run between $350 and $650 per animal. FAS's operating cost is higher than the normal range. But frequently shelters with a high live release rate such as FAS and they have in-house veterinary services, the cost per animal will be higher.

The proposed new shelter will be larger than the present shelter and the cost of utilities will be higher than the existing shelter. However, the maintenance cost of a new building will be generally less than an older building. We anticipate the operating budget should be increased to accommodate the increased utility costs and added staff in the future as the human population and animal intake increases.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

9. OPINION OF PROBABLE COST

Construction cost of animal shelters vary significantly, based on the national economy, the region of the country they are constructed in, when they are constructed, the individual market factors at that time and the method of project delivery. Other important factors are the size of the shelter, the site conditions such as soil and topography, quality of finishes and materials, HVAC systems included and the quality of animal equipment. Since detailed design drawings and engineering have not been prepared at this time, only estimated costs can be presented.

The Opinion of Probable Cost presented is based on actual costs of several good quality shelters we have designed. We have taken those costs and adjusted the cost for Little Rock, AR in 2024 based on the R.S Means cost guide. Refer to EXHIBIT D for examples of shelters built around the country with the estimated cost per sf adjusted for Little Rock, AR. Unfortunately, there is not construction cost data available specifically for Fayetteville, AR. It is possible the costs in Fayetteville could be lower but we are not certain. Also, occasionally we find a community that rallies behind the project and "in-kind" services are donated that reduces the cost. We recommend FAS plan for the worst and hope for the best.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Please note that modern animal shelters are more like a combination of a hospital and a shopping mall than a warehouse or other industrial use. The cost of modern animal shelters often surprises people because the cost is actually more than many buildings they may be familiar with. The following are some reasons for this:

1. Animal shelter foundations are complicated because there will be slopes within the animal housing areas to drains and this requires additional labor beyond most buildings like schools or office buildings.

2. The floor finishes in animal housing areas are perhaps 3 times the cost of typical carpet or other floor finishes in most buildings.

3. Animal shelters have animal equipment that can add $30 to $45/SF on top of the cost of most buildings. Occasionally, the costs people hear about other animal shelters

they do not know if this equipment is included in the price or not. For the estimate in this study we have included the animal equipment.

4. Animal shelters have more walls per SF than most any other building type. For example, dog kennels walls are usually 4 feet to 6 feet apart whereas classrooms in schools are more like 20 feet apart.

5. The Heating, Ventilation and Air-Conditioning (HVAC) systems in the animal housing portions of animal shelters are more expensive than other buildings to reduce disease transmission.

6. The wall finishes in the animal housing portions of animal shelters need to be a non-porous and durable finish to prevent disease transmission and to stand up to the daily washing. Glazed structural tile is a common material but costs significantly more than other materials.

7. Sound control within animal shelters is generally more cost than many building types due to the dogs barking. This requires the walls being extended to the roof deck to prevent sound transmission to other areas and this requires sound absorption materials that cost more than normal materials.

Refer to Exhibit C dated 10-25-24 for the Opinion of Probable Cost. We have included Construction Costs including Site Work as well as for soft costs and contingency that should be considered. Please note, the cost of land is not included.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

EXHIBIT A

FAYETTEVILLE ANIMAL SHELTER

Date: 10-25-24

FIGURE 1. EXISTING AND PROJECTED HUMAN POPULATION AND ANIMAL INTAKE

	2023 YTD Human Population Estimate	2023 YTD Actual Animal Intake	2023 YTD Intake as a % of Population	2033 Human Population Estimate	2033 Projected Intake Ratio	2033 Projected Animal Intake	2043 Human Population Estimate	2043 Projected Intake Ratio	2043 Projected Animal Intake
Dogs		887	0.87%		0.87%	1,136		0.87%	1,508
Cats		422	0.42%		0.42%	540		0.42%	717
Other		5	0.00%		0.00%	6		0.00%	8
Total	101,543	1,314	1.29%	130,000	1.29%	1,682	172,617	1.29%	2,234

FIGURE 2. CURRENT AVERAGE LENGTH OF STAY (ALS)

Based on Existing Housing Spaces			
	2023 YTD Actual Intake	Existing Housing Spaces	Current ALS
Dogs	887	46	19
Cats	422	37	32
Other	5	0	0
Total	1,314	83	

FIGURE 3. 2033 AND 2043 PROJECTED ANIMAL HOUSING NEEDS

2033 (10-YEAR PROJECTION)			
	2033 Projected Animal Intake	Desired ALS	Number of Animals to be Housed
Dogs	1,136	19	60
Cats	540	34	50
Other	6	30	1
Total	1,682		110

2043 (20-YEAR PROJECTION)			
	2043 Projected Animal Intake	Desired ALS	Number of Animals to be Housed
Dogs	1,508	19	78
Cats	717	33	65
Other	8	30	1
Total	2,234		144

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

BUILDING SPACE PROGRAM - 10 YEAR PROJECTION

FAYETTEVILLE ANIMAL SHELTER

DATE: 10-25-24

Summary:	Interior	Exterior
A. Administrative	5,283	
B. Medical Clinic	1,994	
C. Animal Housing (Interior)	5,720	
D. Animal Housing (Exterior)		4,449
E. Animal Support Area (Interior)	2,395	
F. Animal Support Area (Exterior)		700
TOTAL SF	15,392	5,149
COMBINED SF	20,541	

SECTION A - ADMINISTRATIVE

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
	PUBLIC AREAS									
1	Adoption Lobby	1				300		300		Visitor seating for 6. Retail display alcove viewable from Customer Service Counter. Consider large screen TV.
2	Adoption Lobby Vestibule	1				80		80		
3	Intake Lobby	1				150		150		Visitor seating for 2, wall to separate from Adoption Lobby.
4	Intake Lobby Vestibule	1				80		80		
5	Customer Service Counter (5 Customer Service Representatives at counter)	1				350		350		Arrange counter to serve both the Adoption Lobby and the Intake Lobby. Space for 4 staff at Adoption Lobbyand 1 at Intake Lobby and ye be connected to conserve staff time.
6	Adoption Interview Space	2				80		160	Adjacent to Adoption Lobby	Glass cubicles with small table where potential Adopters can fill out paperwork and then an Adoption Counselor can come interview them.
7	Education Center (Multi-purpose Meeting Room)	1				750		750	Adjacent to Lobby for after-hours use, including use of toile	Seating for 50 in chairs, built-in AV system.
8	Meeting Room Storage	1				80		80	Adjacent to Meeting Room	To store tables and chairs when not in use and other materials to support meeting room.
9	Meeting Room Kitchen	1				80		80		Counter with sink, under-counter refrigerator, microwave, and coffee maker.
10	Public Toilets	2				180		360		One mens, one womens and one unisex family. Verify code minimum.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Shelter Planners of America, Copyright ©

SECTION A - ADMINISTRATIVE - Continued

	Room or Space	No. of Rooms			No. of People	SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
	OFFICES									
11	Executive Director	1			1	100		100		Provide built-in safe.
12	Future Assistant Office	1			1	100		100		
13	Future Volunteer Coordinator Office	1			1	100		100		
14	Group Office for Kennel Staff	1			3	36		108		3 computer workstations for kennel staff.
15	ACO Supervisor's Office	1			1	100		100		
16	ACO Group Office	1			4	48		192		
	OTHER ADMIN. SPACES									
17	Workroom	1				100		100	Behind Customer Service Counter	Copy machine, 12' counter, 2 filing cabinets
18	Staff Breakroom	1				180		180	Consider access to outdoor space	Counter with sink, refrigerator, microwave, coffee maker, and seating at table for 6
19	Staff Locker Alcove	1				10		10		10 Lockers for staff 1' x1' x3'.
20	Staff Toilets	2				60		120		Unisex is acceptable. Verify to comply with code.
21	Staff Shower Room	1				64		64		Unisex is acceptable.
22	Volunteer Check-In and Lockers	1				50		50		Kiosk Computer for Check-In & name tags. Provide 12 lockers 1'X1'X1'.
23	Pet Food Bank Storage	1				200		200		
24	Mechanical/ Elec Room	1				150		150		
25	Janitorial Closet	1				50		50		
26	Data/Phone Closet	1				50		50		
	Subtotal:							**4,064**		
	Net to Gross SF Factor 30%:							1,219		
	Departmental Gross Area:							**5,283**		

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Shelter Planners of America, Copyright ©

SECTION B - MEDICAL CLINIC

	Room or Space	No. of Rooms			No. of People	SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Veterinary Office	1				140		140		
2	Prep/Treatment Room	1				240		240		2 peninsula style wet exam tables and full size refrigerator.
3	Pre-Op/Post-Op Holding - Dogs	1				192		192		12 cages and four 4'x4' holding pens
4	Pre-Op/Post-Op Holding - Cats	1				96		96		12 cages
5	Recovery Room	1				80		80		Space for 2 animal recovering on the floor.
6	Feral Cat Holding	1				80		80		Space for 6 traps on stainless steel shelves.
7	Surgery Room	1				240		240		Two surgery tables, countertop along wall with upper cabinets, view windows to prep area.
8	Work Station for Vet Tech	1			1	36		36		
9	Laboratory/Pharmacy Alcove	1			1	100		100		Counter top approximately 12' long with sink and refrigerator with space for microscope, centrifuge and blood analyzer and controlled drug storage
11	Medical Supply Room	1				80		80		
12	Medical Gas Storage Room	1				50		50		
13	X-Ray Room	0				-		-		Not required per client.
14	Clean Up Area	1				80		80		10' long countertop with 2-compartment sink and space for 2 autoclaves.
15	Staff Toilet	1				60		60		Unisex type
16	Medical Laundry	1				60		60		Residential washer and dryer. This laundry is
	Subtotal:							**1,534**		
	Net to Gross SF Factor 30%:							460		
	Departmental Gross Area:							**1,994**		

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

SECTION C - ANIMAL HOUSING - INTERIOR

	Room or Space	No. of Spaces	Animals per Space	Animals to be Housed	Size			SF of Each	SF of Walkway	Total SF	Adjacent to or Near	Equipment / Comments
1	Adoption Dog - Flex Rooms	4	2	4	8.0	x	8.0	64	40	416		Dog runs to be a convertible configuration. See corresponding Exterior Run
2	Adoption Dog Runs - Standard	36	1	36	5.0	x	6.0	30	25.0	1,980		Dog runs to be a convertible configuration. See corresponding Exterior Run
3	Stray Dog Runs - Jumbo	0	1	0	6.0	x	6.0	36	30	-		Dog runs to be a quick clean configuration. See corresponding Exterior Run
4	Stray Dog Runs - Standard	14	1	14	5.0	x	6.0	30	25.0	770		Dog runs to be a quick clean configuration. See corresponding Exterior Run
5	Nursing Mother Dogs - Jumbo	0	1	0	6.0	x	6.0	36	30	-		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
6	Medical Observation Dog Runs	3	1	3	5.0	x	6.0	30	25.0	165		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
7	Medical Isolation Dog Runs	3	1	3	5.0	x	6.0	30	25.0	165		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
8	Quarantine Dog Runs	2	1	2	5.0	x	6.0	30	25.0	110		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run
9	Puppy Pens	1	2	2	8.0	x	5.0	15	25	40		Dog runs to be an indoor back to back configuration. See corresponding Exterior Run.
10	Transfer Dog Runs - Jumbo	0	2	0	6.0	x	6.0	36	30	-		See corresponding Exterior Run
11	Transfer Dog Runs - Standard	0	1	0	5.0	x	6.0	30	25	-		See corresponding Exterior Run
	TOTAL DOGS:			64								
12	Adoption Cat Room - Adult	12	1	12				5	12	204		Each cat is housed in a 2-compartment cage.
13	Adoption Cat Room - Kitten	10	1	10								
14	Cat Community Rooms (18 SF / cat Free Roam)	2	4	8	8.0	x	8.0	64		128	Lobby	
14	Cat Condo Rooms (18 SF / cat Free Roam)	2	1	2	4.0	x	4.5	18		36	Lobby	
15	Stray Cat Room - Adult	10	1	10				5	12	170		Each cat is housed in a 2-compartment cage.
16	Stray Cat Room - Feral	0	1	0				5	12	-		
16	Stray Cat Room - Kitten	0	1	0				5	12	-		
17	Nursing Mother Cats	0	1	0				5	12	-		
18	Medical Observation Cats - Non-Viewable	0	1	3				5	12	51		Each cat is housed in a 2-compartment cage.
19	Medical Isolation Cats - Non-Viewable	1	1	3				5	12	51		Each cat is housed in a 2-compartment cage.
20	Quarantine Cat Room - Viewable by public	1	1	2				5	12	34		Each cat is housed in a 2-compartment cage.
	TOTAL CATS:			50								
21	Other Animals	1	-	-	8.0	x	10.0	80		80		
									-	-		
								-	-	-		
	Subtotal:									**4,400**		
	Net to Gross SF Factor 30%:									1,320		
	Departmental Gross Area:									**5,720**		

RFQ 25-16, GCCM for Animal Services Facility
Appendix B
City Issued RFQ

SECTION D - ANIMAL HOUSING - OUTDOOR COVERED

	Room or Space	No. of Spaces	Animals per Space		Size			SF of Each	SF of Walkway	Total SF	Adjacent to or Near	Equipment / Comments
1	Adoption Dog - Flex Rooms Outdoor Portio	4	2		8.0	x	8.0	64	40	416		See corresponding Interior Run
2	Adoption Dog Runs - Standard	36	1		5.0	x	8.0	40	25	2,340		See corresponding Interior Run
3	Stray Dog Runs - Jumbo	-	1		6.0	x	8.0	48	30	-		See corresponding Interior Run
4	Stray Dog Runs - Standard	14	1		5.0	x	8.0	40	25	910		See corresponding Interior Run
5	Nursing Mother Dog Runs - Jumbo	-	1		6.0	x	8.0	48	30	-		See corresponding Interior Run
6	Medical Observation Dog Runs	3	1		5.0	x	8.0	40	25	195		See corresponding Interior Run
7	Medical Isolation Dog Runs	3	1		5.0	x	8.0	40	25	195		See corresponding Interior Run
8	Dog Quarantine Runs	2	1		5.0	x	8.0	40	25	130		See corresponding Interior Run
9	Puppy Runs -	1	2		5.0	x	6.0	30	25	55		See corresponding Interior Run
10	Transfer Runs - Jumbo	-	1		6.0	x	8.0	48	30	-		See corresponding Interior Run
11	Transfer Runs - Standard	-	2		5.0	x	8.0	40	25	-		See corresponding Interior Run
12	Cat Sun Porch	2			8.0	x	8.0	64	40	208		See corresponding Interior Run
	Subtotal:									**4,449**		
	Departmental Gross Area:									**4,449**		

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

SECTION E - ANIMAL SUPPORT AREA - INTERIOR

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Animal Receiving	1				250		250	Near Admissions Lobby and Sally Port	Stainless steel counter with sink, under-counter refrigerator, scales for dogs, scales for cats, exam table, space for computer, and space to photograph animals in separate room.
2	Dog Intake Holding	1				72		72	Animal Receiving	Two 4'x4' pens
3	Cat Intake Holding	1				40		40	Animal Receiving	2 cat cages
4	Get Acquainted Rooms	2				80		160		Two for dogs.
5	Photo Room	1				50		50		One room for both cats and dogs.
6	Animal Kitchen	2				120		240		One for cats and one for dogs. Counter with 3-compartment sink, commercial under-counter dishwasher for cats, commercial vertical dishwasher for dogs and upright freezer.
7	Food and Litter Storage	1				150		150		
8	Laundry	1				240		240	Centrally located	2 Commercial washers and 2 dryers with folding tables, shelves and space for carts.
9	Cleaning Equipment Room	3				80		240	Adoption dogs, medical dogs, cats	Cleaning supplies, pressure wash equipment, space for janitor's sink, trash cans, etc.
10	Grooming Room	1				100		100		1 Grooming tub & 1 Grooming table
11	Euthanasia Room	1				150		150		Counter with sink, hydraulic exam table, and chest freezer
15	Mechanical Room	1				150		150		
	Subtotal:							**1,842**		
	Net to Gross SF Factor 30%:							553		
	Departmental Gross Area:							**2,395**		

SECTION F - ANIMAL SUPPORT AREA - UNFINISHED SPACE

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Covered Truck Area (1 spaces)	1				500		500		To be used for crate wash.
6	Event Storage	1				100		100		
7	Trap Storage	0				-		-		Reuse existing storage shed.
8	Crate Storage	0				-		-		Reuse existing storage shed.
9	Storage for Animal-Related Items	1				100		100		
	Subtotal:							**700**		
	Departmental Gross Area:							**700**		

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Shelter Planners of America, Copyright ©

EXHIBIT C

OPINION OF PROBABLE COST - 10 YEAR PROJECTION
FAYETTEVILLE ANIMAL SHELTER
DATE: 10-25-24

Based on New Construction on a New Site:

	2032
Fully Enclosed Space - SF :	**15,392**
Exterior Space - SF :	**5,149**
Total SF :	**20,541**

		LOW	HIGH
	New Construction Total SF	Total Cost at $491.50 Per SF	Total Cost at $564.00 Per SF
Fully Enclosed Space			
A Administrative Areas	5,283		
B Medical Clinic	1,994		
C Animal Housing - Interior	5,720		
D Animal Support Areas - Interior	2,395		
Subtotals:	15,392	$ 7,565,168	$ 8,681,088
		Total Cost at $344.05 Per SF	Total Cost at $394.80 Per SF
Exterior Space	Total SF		
E Animal Housing - OUTDOOR COVERED	4,449		
F Animal Support Areas - Exterior - UNFINISHED SPACE	700		
Subtotals:	5,149	$ 1,771,513	$ 2,032,825
Building - Sub-Totals:	**20,541**	**$ 9,336,681**	**$ 10,713,913**
Site Work & Parking (Low 10% / High 15%)		$ 933,668	$ 1,607,087
Total Construction Cost		**$ 10,270,350**	**$ 12,321,000**
	Total Cost / SF	**$ 500**	**$ 600**

Consider Budgeting for the following:

Soft Costs (AE Fees, Civil Engineering, Surveying, Soil Tests, Construction Materials Testing, Air Balancing, Furnishing, Loose Equipment, Computers & Phone System, etc.)	15%	$ 1,540,552	$ 1,848,150
Contingency	5%	$ 590,545	$ 708,458
Escalation	5%	$ 590,545	$ 708,458
Estimated Total Project Cost		**$ 12,991,992**	**$ 15,586,065**

*Note: 1. This does not include the cost of land.

2. Please note, the Opinion of Probable Cost provided is based on historical costs of other animal shelter projects, but the construction market is extremely unpredictable at this time.

Appendix B
RFQ 25-19, GCCM for
Animal Services Facility
City Issued RFQ

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

EXHIBIT D

Chatham County Animal Services Facility

Pittsboro, NC

Project Information:

- Publicly Bid
- Project Delivery Method: CMAR
- Type of Construction: Steel Frame
- Dog Kenneling Material: Welded Stainless Steel
- Flooring in Dog Kennels: Epoxy Resinous
- HVAC System: 100% of Outside Air for Animals
- Project Building Size: 15,600 including a 4,000 SF renovation.
- Developed Area: 3 acres
- Total Land Area: 10 acres
- All indoor Quick-Clean dog kennels
- Quality: High

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$437/SF**

This is a County owned and operated animal shelter with housing for 40 dogs and 60 cats.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Chatham County Animal Services Facility

Pittsboro, NC

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

"Shelter Planners of America"

Lafayette Animal Shelter & Care Center

Lafayette, LA

Project Information:

- Public Bid
- Project Delivery Method: CMAR
- Type of Construction: Steel frame
- Flooring Type in Dog Kennels: Sealed Concrete
- Dog Kenneling: welded stainless steel
- Countertops: Solid Surface
- Project Size: 21,400 SF
- Site Size: 4.5 acres
- Quality: High

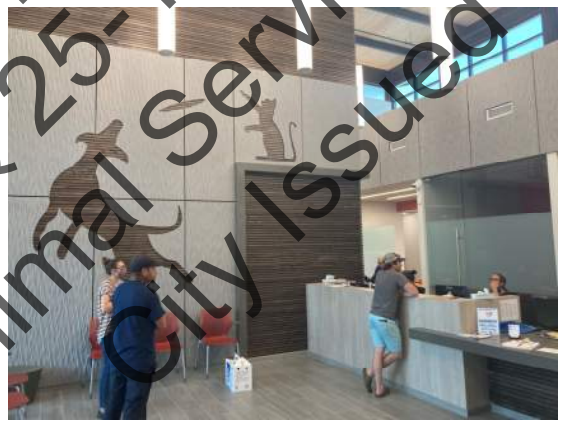
PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$445/SF**

The facility houses 96 Dogs and 80 Cats.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

"Shelter Planners of America"

Lafayette Animal Shelter & Care Center
Lafayette, LA



Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Montgomery County Animal Adoption & Care Center

Christiansburg, VA

Project Information:

- Public Bid
- Project Delivery Method: Competitive
- Type of Construction: Wood Frame
- Flooring in Dog Kennels: Epoxy Resinous
- HVAC System: 100% of Outside Air for Animals
- Project Size: 16,733 SF
- Site Size: 3 acres
- Quality: High—Medium

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$341/SF**

This is a County owned facility that will be operated by a local non-profit. The facility features a clinic for shelter animals that a local non-profit plans to also use for a high volume spay and neuter clinic. This facility is designed to house 69 Dogs and 64 Cats.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Montgomery County Animal Adoption & Care Center

Christiansburg, VA

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Springdale Animal Shelter – with Clinic and Education Center

Springdale, AR

Project Information:

- Public Bid
- Project Delivery Method: CMAR
- Type of Construction: Wood Frame
- Flooring in Dog Kennels: Epoxy Resinous
- Project Size: 12,780 SF
- Site Size: 3 acres
- Quality: High

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$497/SF**

Springdale Animal Services is owned and operated by the City of Springdale. This area is experiencing significate population growth. The facility is designed to house 76 Dogs and 72 Cats.

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Springdale Animal Shelter – with Clinic and Education Center

Springdale, AR

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

Tippecanoe County Animal Shelter

Lafayette, IN

Project Information:

- Public Bid
- Project Delivery Method: Construction Manager-Advisor
- Type of Construction: Wood Frame
- Dog Kenneling Material: Welded Stainless Steel and Porcelain tile walls
- Flooring in Dog Kennels: Epoxy Resinous
- 100% of Outside Air for Animals
- Project Size: 16,062
- Site Size: less than 3 acres
- Quality: Medium/High
- All indoor/outdoor dog kennels with two-compartment housing.

PROBABLE CONSTRUCTION COST IN 2024, LITTLE ROCK, AR DOLLARS **$378/SF**

The facility houses 68 Dogs and 157 Cats.

Appendix B
RFQ 25-16, CCCM for
Animal Services Facility
City Issued RFQ

RFQ 25-16, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, August 29, 2025

To: All Prospective Vendors

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

RE: RFQ 25-16, GCCM for Animal Services Facility

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.***

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

1. Questions – The following questions were received and answered by the responsible department:

    a. Question: Could you please confirm if there are any key dates available at this time—such as the scheduled bond voting date, and any tentative timelines for Phase 1 (Preconstruction) or Phase 2 (GMP and Construction Administration)?

        i. *Answer: The bond vote is projected for March 2026. The City anticipates the Phase 1 to include Site Selection, Program Review, and Conceptual Design.*

    b. Question: Does the demolition of the existing Animal Shelter need to be included?

        i. *Answer: No, demolition of current facility will not be part of this project.*

RFQ 25-16, Addendum 2

Date: Monday, September 8, 2025

To: All Prospective Vendors

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

RE: RFQ 25-16, GCCM for Animal Services Facility

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.***

Appendix B
RFQ 25-16, GCCM for
Animal Services Facility
City Issued RFQ

1. Questions – The following questions were received and answered by the responsible department:

    a. Question: In reference to the one-page team resumes: When including consultant information as part of our SOQ, do their one-page resumes count toward the 25-page limit or can they be added additionally?

        i. *Answer: Consultant information can be added additionally to the 25-page limit.*

RFQ 25-16 Addendum 2
CR Crawford Construction
Supplier Response

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

Event Information

Number: RFQ 25-16 Addendum 2
Title: GCCM for Animal Services Facility
Type: Request for Qualifications
Issue Date: 8/24/2025
Deadline: 9/18/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, General Contractor Construction Management services (GCCM) for the construction of a new Animal Services Facility. The project includes, but is not limited to, construction of a facility consisting of approximately 15,000 interior feet and 5,000 square feet of exterior per the Space Needs Assessment Study prepared by Shelter Planners of America. Any questions regarding this RFQ 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

CR Crawford Construction Information

Address: 1102 S Happy Hollow Rd
Fayetteville, AR 72701
Phone: (479) 251-1161

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

Sarah Meadors
Signature

smeadors@crcrawford.com
Email

Submitted at 9/18/2025 11:06:37 AM (CT)

Requested Attachments

RFQ 25-16, Response Submittal

CRCC_RFQ 25-16 Fayetteville Animal Services.pdf

Please upload your RFQ proposal, including the required signature forms from the RFQ document, located in the 'Attachments' tab.

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

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

C.R. CRAWFORD

Appendix C
RFQ 25-16, GCCM for Animal Services Facility
CR Crawford's Proposal

September 18, 2025

Amanda Beilfuss
Procurement Director
City of Fayetteville, AR
113 W. Mountain Street, Room 306
Fayetteville, AR 72701

RE: Statement of Qualifications – RFQ 25-16, GCCM for Animal Services Facility

Dear Ms. Beilfuss and Selection Committee,

On behalf of C.R. Crawford Construction, I am honored to submit our Statement of Qualifications for the General Contractor Construction Management (GCCM) services for the City of Fayetteville's new Animal Services Facility.

We recognize that this project is much more than a building—it is a vital investment in Fayetteville's future, supporting the health, safety, and well-being of both animals and the community. The new shelter will be a beacon for responsible pet ownership, public education, and compassionate care, and we are deeply committed to helping the City realize this vision.

Our team is dedicated to delivering this project in the most cost-effective manner possible. We embrace lean construction principles and design-build ideology to maximize value, minimize waste, and ensure efficient collaboration among all stakeholders. By integrating these approaches, we can streamline processes, enhance communication, and drive innovation throughout every phase of the project. Our goal is to provide the City of Fayetteville with a facility that not only meets current needs but is adaptable for future growth, all while maintaining fiscal responsibility and the highest standards of quality.

This project is especially meaningful to us because we believe in the transformative power of public facilities to improve lives and strengthen communities. Our team brings specialized experience, technical competence, and a genuine passion for this mission.

Thank you for considering our qualifications. We look forward to the possibility of partnering with the City of Fayetteville to deliver a facility that will serve generations to come.

Sincerely,

John Teeter
President
jteeter@crcrawford.com
479-879-0538

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

C.R. CRAWFORD CONSTRUCTION

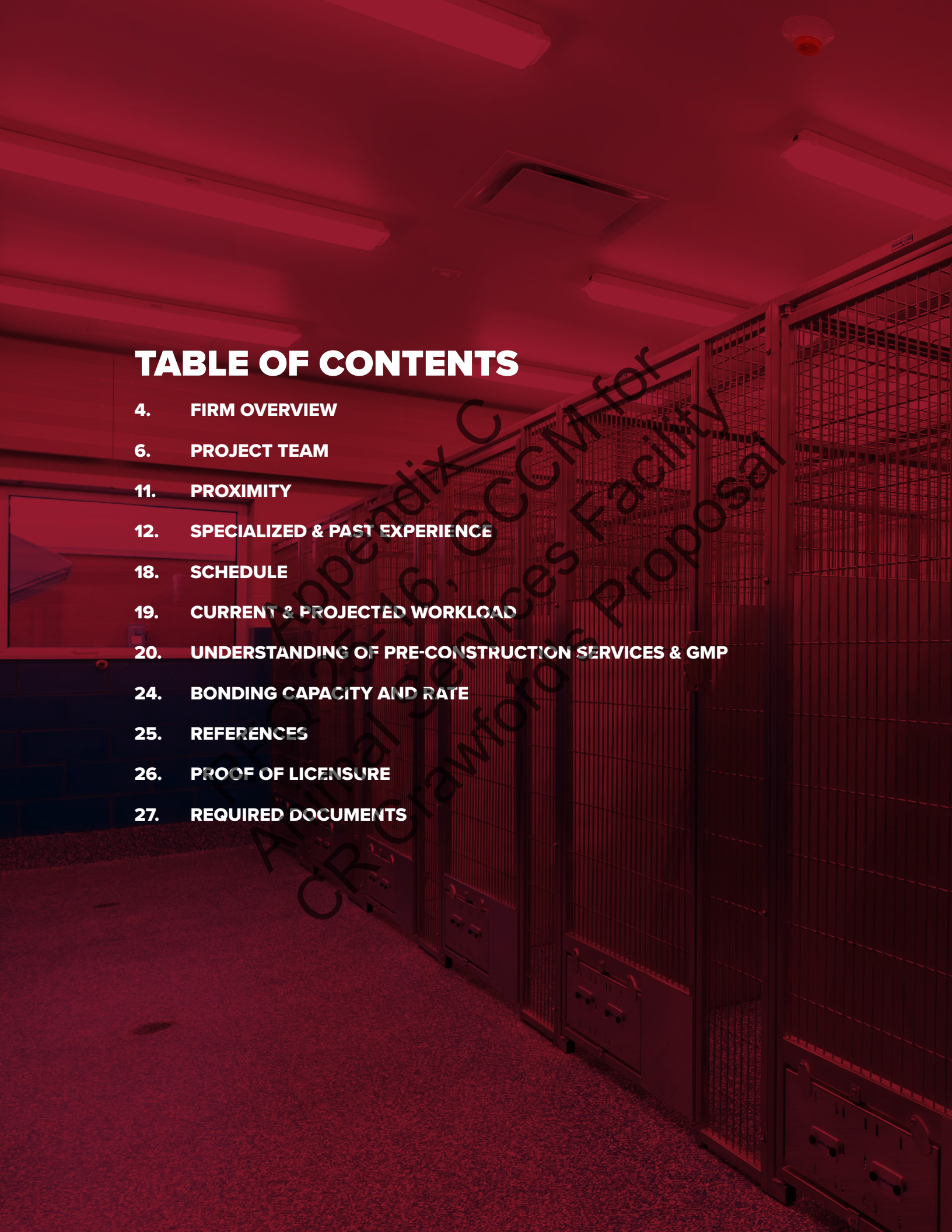


TABLE OF CONTENTS

4. FIRM OVERVIEW

6. PROJECT TEAM

11. PROXIMITY

12. SPECIALIZED & PAST EXPERIENCE

18. SCHEDULE

19. CURRENT & PROJECTED WORKLOAD

20. UNDERSTANDING OF PRE-CONSTRUCTION SERVICES & GMP

24. BONDING CAPACITY AND RATE

25. REFERENCES

26. PROOF OF LICENSURE

27. REQUIRED DOCUMENTS

Appendix C
RFQ 25-16, CCCM for
Animal Services Facility
CR Crawford's Proposal

FIRM OVERVIEW

ABOUT

Since our start in 2006, C.R. Crawford Construction has become a leader in the construction industry not only in Arkansas but throughout the region. Our steady growth, despite varying industry conditions, is the result of our steadfast values, client-centric focus, and responsible financial practices. We've learned that clients seek personal attention, responsiveness, consistently competitive pricing, and high-quality execution – and that is exactly what we deliver. The result is peace of mind for our projects and the people involved. For this reason, we continue to build off the successes of 650+ completed AR projects and 400+ projects across surrounding states. Whether our clients are in smaller communities or larger urban areas, we will continually deliver peace of mind through our project leadership, financial stability and the client focused approach we bring to every project.

At C.R. Crawford, we continually strive to improve our service and further enhance our client's experience. We offer innovative solutions that solve important project needs such as budget, schedule, performance, quality and sustainability. We can offer these solutions due to our breadth of expertise and experience, as well as our integrated services that span design through turnover. Our clients can trust that C.R. Crawford will be a valuable partner in all aspects of their project.

WHY CHOOSE US

- Client Centric Approach
- Comprehensive Services
- Community Focused
- Quality Craftsmanship
- Innovation & Sustainability
- Reliability & Trust
- Expertise & Experience

HEADQUARTERED IN **FAYETTEVILLE, AR**

242 TOTAL EMPLOYEES

- **2021, 2022, 2023, & 2024 Excellence in Construction** (Associated Builders & Contractors Arkansas)
- **2022 Diamond Safety Award** (Associated Builders & Contractors)
- **2022 Best Commercial Construction Company** (CitiScapes Magazine)
- **2021 Top 400 Contractor's List (National)** (Engineering News-Record)
- **2021 Top 3 Best Construction Companies** (Arkansas Money & Politics)

RFQ 25-16, GCCM for Animal Services Facility
Appendix C
CR Crawford's Proposal

PRINCIPALS, OFFICERS, & DIRECTORS

CODY CRAWFORD
Founder/Owner

SCOTT STOKENBURY
Owner

JOHN TEETER
President/CEO

JASON EVINS
Chief Financial Officer

TRENT ROGERS
VP of Pre-Construction

AARON McDONNEL
Chief Operations Officer

RFQ 25-16 GCCM for Animal Services Facility
Appendix C
CR Crawford's Proposal

OPERATING OFFICE LOCATION:
C.R. Crawford Construction
1102 S. Happy Hollow Road
Fayetteville, AR 72701
479-251-1161

0.73 EMR

PRIMARY CONTACT
JOHN TEETER
President
jteeter@crcrawford.com
479-879-0538

SELF-PERFORMING CAPABILITIES:

- Demolition
- Concrete
- Rough carpentry
- Interior finishes
- Electrical
- Engineering and Design

FIRM ORGANIZATION:
Partnership

WEBSITE ADDRESS
www.crcrawford.com

PROJECT TEAM

PROJECT OVERSIGHT

AARON MCDONNEL
COO

DIRECTOR OF PRE-CONSTRUCTION

TRENT ROGERS
VP of Pre-Construction

PROJECT MANAGEMENT

ANGIE BERRYHILL
Project Manager

SITE MANAGEMENT

JUSTIN JOHNSON
Superintendent

Appendix C
RFQ 25-16, GC/CM for
Animal Services Facility
CR Crawford's Proposal

AARON McDONNEL

Chief of Operations

amcdonnel@crcrawford.com

Bachelor of Science,
Construction Management
University of Arkansas at Little Rock
Little Rock, Arkansas

ROLE IN THIS PROJECT:

Aaron will provide leadership, oversight, and direction to the other members of the C.R. Crawford team throughout the life of the project. He will work with the project owner, architect, and other stakeholders to develop and execute a project management plan that will result in the project being completed on schedule and within budget and executed with the utmost quality.

SUMMARY OF EXPERIENCE:

Having worked 18 years in the construction industry in areas from business development to estimating to project management, Aaron brings a tremendous amount of insight, experience, and leadership to any project team. He has a proven ability to lead multiple teams effectively and efficiently. The volume of total projects under his oversight at any one time have ranged from $200 to $800 million.

NOTABLE PROJECT EXPERIENCE INCLUDES:

- *U of A Athlete Success Center – Fayetteville, AR*
- LA Fitness – North Little Rock, AR
- LA Fitness – Memphis, TN
- ASU Football Practice Facility – Jonesboro, AR
- Shiloh Christian School – Springdale, AR
- Prescott Health & PE Facility – Prescott, AR
- Marvell - Elaine School District – Marvell, AR
- Rogers Public Schools – Rogers, AR
- Elkins School District – Elkins, AR
- Prescott School District – Prescott, AR
- Poyen Gymnasium – Poyen, AR
- Pea Ridge High School – Pea Ridge, AR
- UAMS Child Development Center – Little Rock, AR
- U of A Student Success Center – Fayetteville, AR
- U of A Ozark Hall Renovation – Fayetteville, AR
- Pediatrics Plus – Conway, AR
- Pediatrics Plus – Little Rock, AR
- Pediatrics Plus – North Little Rock, AR
- Pinnacle Hills Promenade – Rogers, AR
- Promenade at Chenal – Little Rock, AR
- First Orion Office Building – North Little Rock, AR
- Bass Pro Shops – Little Rock, AR
- Overland Park Rehabilitation Hospital – Overland Park, KS
- Arkansas Fertility & Gynecology Associates – Little Rock, AR
- Malco Theater – Rogers, AR
- Cobb Cinebistro Theater – St. Petersburg, FL
- Cobb Cinebistro Theater – Cincinnati, OH
- Movie Tavern – Allentown, PA
- Movie Tavern – Little Rock, AR
- Ridgedale Mall Renovation & Expansion – Minnetonka, MN
- Rosedale Mall Renovation & Expansion – Roseville, MN
- St. Louis Galleria Renovation – St. Louis, MO
- Quail Springs Mall Renovation – Oklahoma City, OK
- AC Marriott Hotel – Little Rock, AR
- AC Marriott Hotel – Kansas City, MO
- Chenal Point Multifamily – Little Rock, AR
- Landmark Multifamily – Little Rock, AR
- Wimbledon Greens Multifamily – Little Rock, AR
- The Villa Multifamily – North Little Rock, AR
- The Blake Sr. Living Center – Little Rock, AR
- Arkansas Children's Hospital Research and Nutrition Center – Little Rock, AR
- Arkansas Heart Hospital Cath Lab Renovation – Little Rock, AR
- Arkansas NeuroSpine Center – Little Rock, AR
- Summit Fair Retail Center – Lee's Summit, MO
- Adams Dairy Landing – Blue Springs, MO
- Summit Orchard Retail Center – Lee's Summit, MO
- Ward Parkway Center – Kansas City, MO
- First Security Bank (Gateway Branch) – Little Rock, AR
- OBU Student Housing – Arkadelphia, AR
- OBU Dorms – Arkadelphia, AR
- Dairy Queen – Sherwood, AR
- Dairy Queen – Little Rock, AR
- St. Vincent Lonoke Medical Clinic – Lonoke, AR
- St. Vincent Bryant Medical Clinic – Bryant, AR
- Arkansas Heart Hospital Cath Lab Renovation – Little Rock, AR
- Bellview Urban Center – Rogers, AR
- Doctors Hospital Renovation – Little Rock, AR
- River Ridge Mall Renovation – Lynchburg, VA

Appendix C
RFQ 25-16, GC/CM for
Animal Services Facility
CR Crawford's Proposal

TRENT ROGERS, AIA

VP of Pre-Construction

trogers@crcrawford.com

Bachelor of Architecture
Louisiana Tech University
Ruston, Louisiana

Registered Architect

ROLE IN THIS PROJECT:

Trent will lead our pre-construction team and work with you and your project architect during the planning, design, and pre-construction phase of your construction program to provide conceptual unit cost /square foot cost estimates and unit cost for site utility work. Trent will also work with the project manager to develop a preliminary construction schedule for the project. Trent will focus on the feasibility and efficiency of constructing what has been designed and, if needed, will develop alternative solutions to ensure your project remains within your budget.

SUMMARY OF EXPERIENCE:

In addition to his deep understanding of construction costs, ***Trent is also registered as an architect by the American Institute of Architecture (AIA).*** His understanding of both design philosophy and construction costs has allowed Trent to be a very effective communicator and problem solver when working with project owners and architects.

NOTABLE ARCHITECTURAL PROJECT EXPERIENCE INCLUDES:

- Elkins High School – Elkins, AR
- Farmington High School Gymnasium and Performing Arts – Farmington, AR
- Crossmark Center for Collaboration – Bentonville, AR
- First Baptist Church – Rogers, AR
- Fort Scott Community College Performing Arts – Fort Scott, KS
- Fulbright Jr. High School – Bentonville, AR
- Keypoint Church – Bentonville, AR
- Siloam Springs High School & Stadium – Siloam Springs, AR

NOTABLE CONSTRUCTION PROJECT EXPERIENCE INCLUDES:

- City U – Bentonville, AR
- Crystal Flats – Bentonville, AR
- United Bank – Bentonville, AR
- Generations Bank – Fayetteville, AR
- First National Bank – Fayetteville, AR
- Poyen Gymnasium – Poyen, AR
- Pea Ridge High School – Pea Ridge, AR
- IDO – Lowell, AR
- Depot 16 – Bentonville, AR
- Pharm II – Bentonville, AR
- RMP, LLP – Johnson, AR
- Washington Regional Medical Billing Office – Fayetteville, AR
- Melbourne Elementary School – Melbourne, AR
- BNSF Logistics – Springdale, AR
- Primrose Communities – Multiple Locations (AR and TX)
- Flippin Elementary School – Flippin, AR
- Whitbeck Labs – Springdale, AR
- Pendergraft Office Building – Fayetteville, AR
- South School Apartments – Fayetteville, AR
- Washington Regional Cancer Support Home – Fayetteville, AR
- McDonald Eye Associates – Fayetteville, AR
- Marvell-Elaine High School – Marvell, AR
- Rogers Public Schools – Rogers, AR
- Elkins School District – Elkins, AR
- Prescott School District – Prescott, AR
- Mountainburg FEMA Safe Room – Mountainburg, AR
- North Cedar Townhomes – Fayetteville, AR
- Tyson Addition – Rogers, AR

Appendix C
RFQ 25-16, CCCM for
Animal Services Facility
CR Crawford's Proposal

ANGIE BERRYHILL

Project Manager

aberryhill@crcrawford.com

Green Advantage Practitioner

Architectural Hardware Consultant

Certified Federal Grant Writer

30-Hour Training Certificate
Occupational Safety and Health Administration

ROLE IN THIS PROJECT:

As Project Manager, Angie will work closely with you, your project architect, and other key personnel throughout the project and will be responsible for its successful outcome. She will ensure the project begins and ends within budget and on schedule. Angie will also work very closely with our Field Superintendent to verify that all work is done with quality and safety.

SUMMARY OF EXPERIENCE:

Angie is one of C.R. Crawford's most experienced Project Managers and has been in the construction industry for more than 30 years. She has gained excellent forecasting skills and has used her keen attention to detail and ability to easily manage multiple tasks to successfully complete a wide variety of projects for public and private sector clients.

NOTABLE PROJECT EXPERIENCE INCLUDES:

- Mathis Brothers Furniture – Rogers, AR
- Olsson TI – Fayetteville, AR
- Walgreen's – Centerton, AR
- Armor Bank – Rogers, AR
- Utilities Separation NWA Mall Space – Fayetteville, AR
- Arkansas Dept. of Human Services remodel – Fayetteville, AR
- Jiffy Trip – Fort Smith, AR
- Walgreens – Centerton, AR
- United Bank – Bentonville, AR
- Thaden Schools – Bentonville, AR
- Happy Hollow Elementary – Fayetteville, AR
- ALLPS School of Innovation – Fayetteville, AR
- Ramay Jr. High – Fayetteville, AR
- Woodland Jr. High – Fayetteville, AR
- ALLPS School of Innovation Weight RM/Track Field/Locker RM Remodel – Fayetteville, AR
- Lincoln High School – Lincoln, AR
- Heritage High School Indoor Practice Field – Rogers, AR
- Grove Middle School – Grove, OK
- Grove Elementary School – Grove, OK
- First Western Bank – Bentonville, AR
- Walmart DRF Facility – Bentonville, AR
- Walmart ROC – Bentonville, AR
- Crystal Bridges Museum of American Art – Bentonville, AR
- Scott City Hospital – Scott City, KS
- Sonny Montgomery VA Hospital/Office Complex and Parking Deck – Jackson, MS
- Beau Rivage Casino – Biloxi MS
- Harrah's Casino – Joliet, IL
- Levi Strauss – Henderson, NV
- Levi Strauss – Canton, MS
- Mercy Medical POB Connector – Rogers, AR
- Carroll Electric Office Towers – Berryville, AR
- Baptist Assisted Living Facility – Clinton, MS
- DreamWorks/Stork Candy Co. Historical Building Renovation – Bentonville, AR

Appendix C for RFQ 25-16, GCCM for Animal Services Facility
CR Crawford's Proposal

JUSTIN JOHNSON

Project Superintendent

justin.johnson@crcrawford.com

Bachelor of Science,
Construction Management
University of Northern Iowa,
Cedar Falls, Iowa

30-Hour Training Certificate
Occupational Safety and Health Administration

ROLE IN THIS PROJECT:

As Project Superintendent, Justin will work with the Project Manager to oversee project development by evaluating cost activities and developing and managing the construction schedule. He will manage all on-site personnel, update schedules, manage our quality control program and administer our safety program.

SUMMARY OF EXPERIENCE:

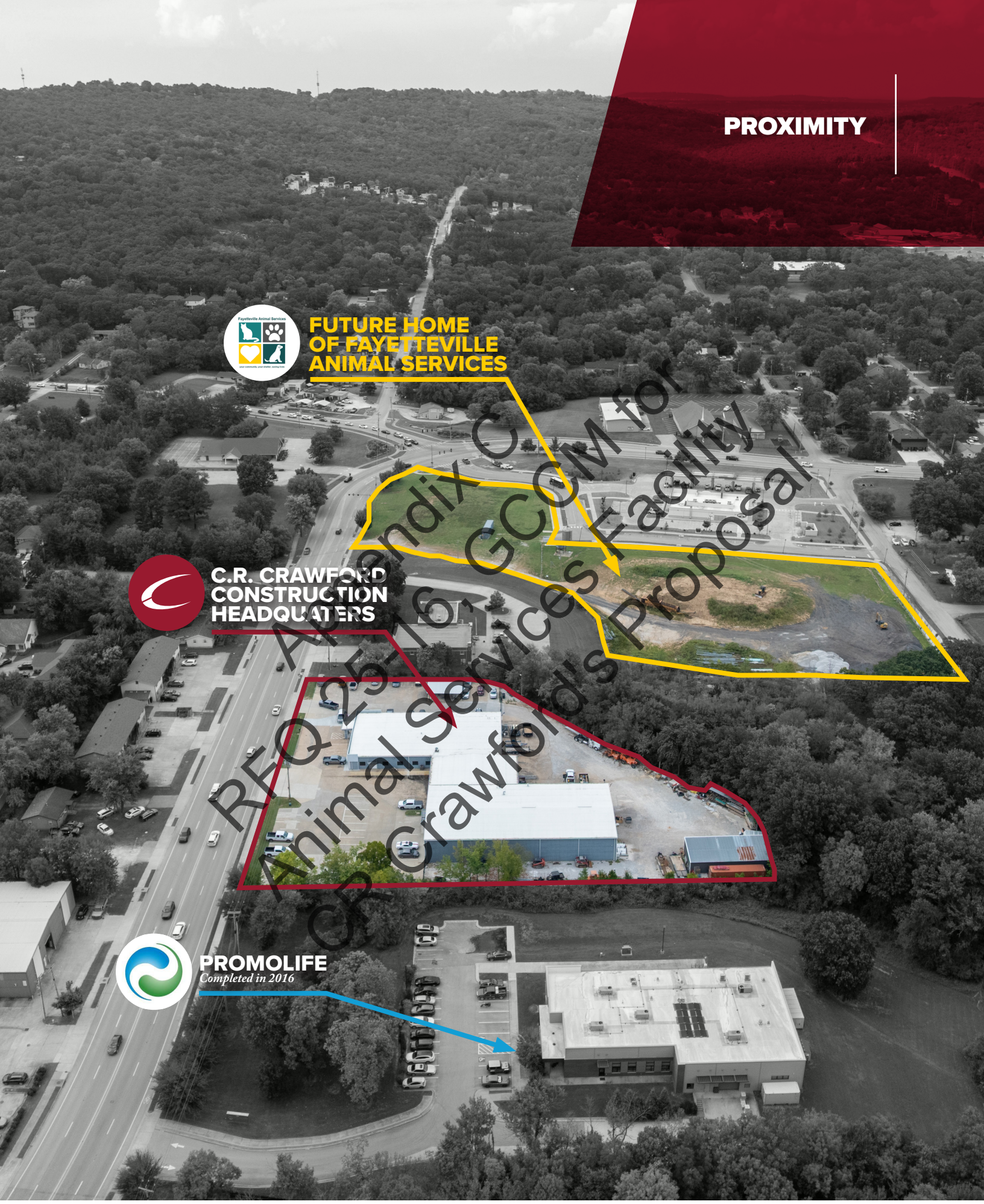
Having successfully completed projects in a variety of industries, Justin is an experienced Project Superintendent with strong management skills.

NOTABLE PROJECT EXPERIENCE INCLUDES:

- ***University of Arkansas HPER – Fayetteville, AR***
- ***Lane Hotel Historical Renovation – Rogers, AR***
- ***Pendergraft Office Building – Fayetteville, AR***
- UAMS Child Development Center – Little Rock, AR
- Haas Hall TI – Bentonville, AR
- Eason Counseling TI – Johnson, AR
- Truist Office Interior Uplift – Fayetteville, AR
- Best Start Pediatrics TI – Johnson, AR
- Millhouse Salon TFO – Springdale, AR
- Southside High School Renovation – Fort Smith, AR
- Tilt-Up Distribution Warehouse – Nanticoke, PA
- Walmart Office Space – Bentonville, AR
- Walmart Mail Sorting Remodel – Bentonville, AR
- JJ's Grill on Dickson – Fayetteville, AR
- Mattel Office Infill – Rogers, AR
- Old Chicago Pizza and Taproom – Rogers, AR
- Mercy Clinic – Bentonville, AR
- J Street Warehouse – Bentonville, AR
- Walmart Neighborhood Market Layout Center – Bentonville, AR

Appendix C
RFQ 25-16, GC/CM for
Animal Services Facility
CR Crawford's Proposal

PROXIMITY



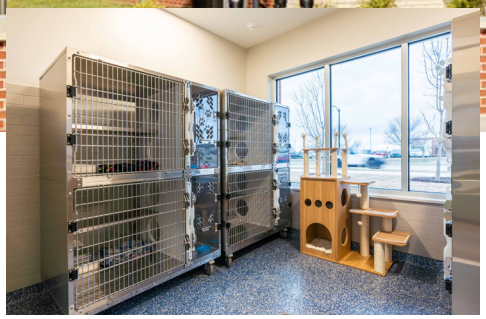
RFQ 25-16, GCCM for Animal Services Facility
Appendix C
CR Crawford's Proposal

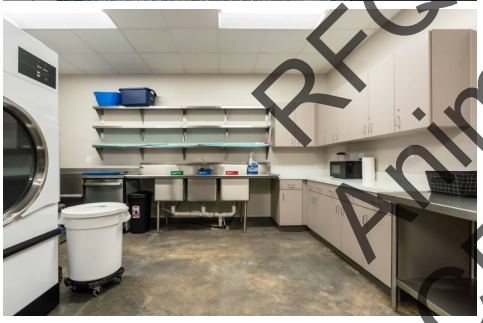
SPECIALIZED & PAST EXPERIENCE

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

BENTONVILLE ANIMAL SERVICES

Bentonville, Arkansas





RFQ 25-16, GC/CM for Animal Services Facility
Appendix C
CR Crawford's Proposal

CONTACT

City of Bentonville
David Wright
Parks & Recreation Director
dwright@bentonvillear.com
479-464-7275
117 W Central, Bentonville, AR 72712

Hight Jackson Architects PA
Randall Hurban
5201 Village Pkwy #300, Rogers, AR 72758

PROJECT FEATURES

- 7,100 Square Feet.
- Adoptable Animal Rooms
- Isolation areas to prevent the spread of illness
- Medical triage/veterinary space for treatments and spay/neuter services
- “Get To Know You” room for families to meet potential pets
- Outdoor dog play yard for exercise and enrichment
- Lobby and reception area for visitors and adopters
- Office and staff workspaces for animal services operations
- Storage and support areas for animal care supplies

CROSSOVER VET CLINIC

Fayetteville, Arkansas

RFQ 25-16; GCCM for Animal Services Facility
Appendix C
CR Crawford's Proposal

CONTACT

Owner:
Crossover Veterinary Clinic LLC
Dr Lauryl Hynes
3980 S Old Missouri Rd, Springdale, AR 72764

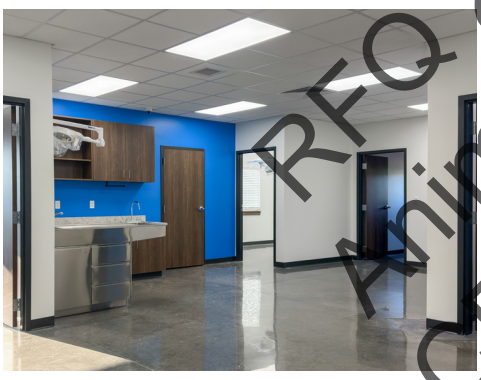
Architect:
Zed Johnson Architect
2181 Dowers Ln, Fayetteville, AR 72704

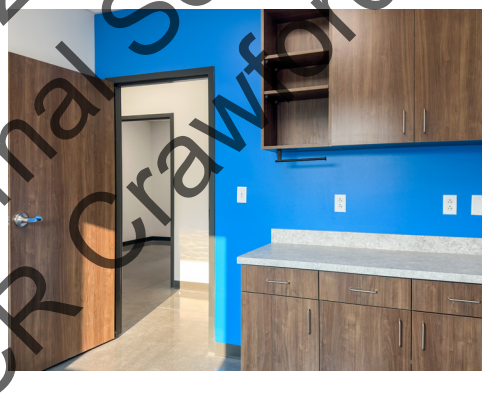
PROJECT FEATURES

- 11,210 Square Feet.
- The interior includes warmth, highlighted by soft lighting, comfortable seating, and possibly natural materials, all contributing to a calm, welcoming ambiance.
- Use of non-porous, easy to clean materials ensures sanitation and safety.
- The clinic showcases a modern facade with ample windows and a prominent logo above its entrance, enhancing visibility and street presence.
- Implementation of energy-efficient lighting, eco-friendly materials, and low maintenance surfaces reduces operational costs and environmental footprint.

FORTY32 ANIMAL HOSPITAL

Rogers, Arkansas





Appendix C
RFQ 25-16, CCM for
Animal Services Facility
CR Crawford's Proposal

CONTACT

Owner:
Barosan Holdings, LLC
Dr. Owen Allphin
4406 W Braymore Dr, Rogers, AR 72758

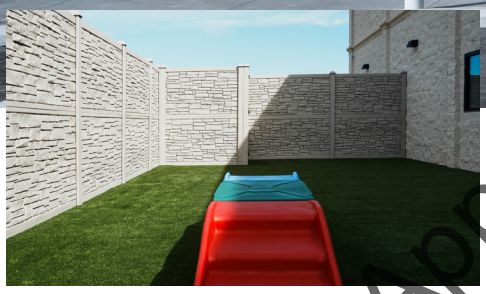
Architect:
Butler, Rosenbury & Partners, Inc.
Geoffrey Butler
319 N Main, Ste 200, Springfield, MO 65806

PROJECT FEATURES

- 4,632 Square Feet.
- The clinic houses a fully stocked pharmacy as well as an area equipped with individual walk routines, warm bedding, and veterinary oversight to ensure pets feel at home.
- Designed to support a full spectrum of veterinary care, the building is laid out for seamless operation.
- The exterior showcases a clean, forward design with bold branding, aiming for a welcoming and professional appearance that enhances visibility and curb appeal.
- Interior spaces are organized for full spectrum veterinary services, from wellness and preventative care to diagnostics, surgery, and boarding, offering seamless movement for pets and staff.

K9 RESORT

Rogers, Arkansas



Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

CONTACT

Owner:
New Dawn Rising II
Max Bachman
6914 W Alamonte Dr, Rogers, AR 72758

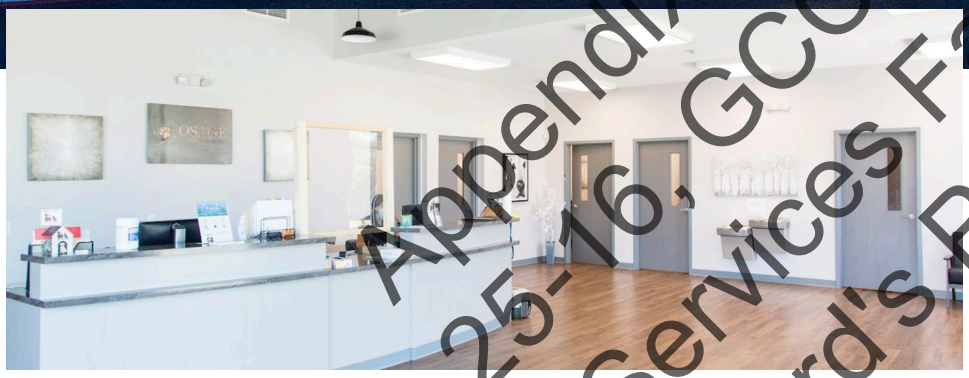
Architect:
RHJ Associates, PC
Robert Trego
123 S Broad St, Ste 1140, Philadephia, PA 19109

PROJECT FEATURES

- 7,300 square feet
- 150 dog capacity for boarding & 105 dogs for daycare.
- It aims to be “best-in-class” with features like Italian flooring, ornate architectural mouldings, executive suites with flatscreen TVs, large chandeliers.
- Also installed are upscale amenities for health & cleanliness: premium Kuranda bedding, floors with Microban built in, hospital-grade air purification systems.

OSAGE VET CLINIC

Bentonville, Arkansas



Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

ABOUT

Owner:
KCG-BV LLC
Keith Naples
2 Stonegate Cir, Texarkana, TX 75503

Architect: Burris Architecture
Dave Burris
820 Tiger Blvd, Ste 4, Bentonville, AR 72712

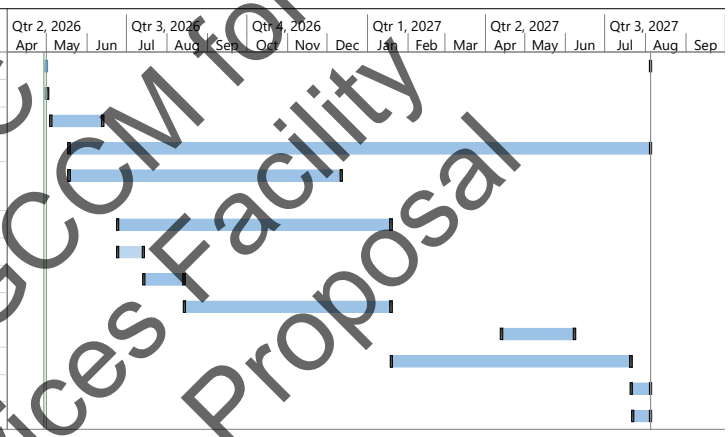
PROJECT FEATURES

- 5,700 Square Feet.
- Boarding facility with comfortable accommodations, exercise/social time, and veterinary oversight should medical issues arise.
- On-site pharmacy
- Diagnostic rooms with imaging (x-ray, ultrasound) and in-house laboratory work.
- Surgical and dental suites; dentistry includes teeth cleaning, extractions, etc.
- Wellness exam rooms and patient exam spaces.

SCHEDULE

Fayetteville Animal Services

ID	Task Name	Remaining Duration	Start	Finish
1	**Fayetteville Animal Services**	**329 days**	**Fri 5/1/26**	**Wed 8/4/27**
2	**Prime Contract Issued**	**1 day**	**Fri 5/1/26**	**Fri 5/1/26**
4	**Permits**	**30 days**	**Mon 5/4/26**	**Fri 6/12/26**
7	**Construction**	**318 days**	**Mon 5/18/26**	**Wed 8/4/27**
8	**Site Development, Landscaping, Paving**	**150 days**	**Mon 5/18/26**	**Fri 12/11/26**
33	**Builiding Envelope**	**149 days**	**Wed 6/24/26**	**Mon 1/18/27**
34	**Foundations**	**14 days**	**Wed 6/24/26**	**Mon 7/13/26**
40	**SOG and In-Slab Rough In**	**23 days**	**Tue 7/14/26**	**Thu 8/13/26**
45	**Buildling Envelope**	**112 days**	**Fri 8/14/26**	**Mon 1/18/27**
48	**Irrigation / Landscaping**	**40 days**	**Tue 4/13/27**	**Mon 6/7/27**
52	**Interior / Finishes**	**131 days**	**Tue 1/19/27**	**Tue 7/20/27**
69	**Punchlist**	**11 days**	**Wed 7/21/27**	**Wed 8/4/27**
72	**Closeout/CO**	**10 days**	**Thu 7/22/27**	**Wed 8/4/27**



Appendix C
RFQ 25-16; GCCM for
Animal Services Facility
CR Crawford's Proposal

CURRENT & PROJECTED WORKLOAD

Our current workload includes the projects listed. There is no current or anticipated project that will prevent C.R. Crawford Construction from providing you the resources, professional services, and personal attention your project deserves and will require.

PROJECT NAME	PROJECTED FINISH DATE
The Plaza at Pinnacle Springs	10/14/25
Highland School District Vo-Ag Addition	2/5/26
Half Moon Oral Maxillofacial & Implant Surgery	1/26/26
Indigo Sky Shawanoe Steakhouse	1/30/26
Hotel VIN	2/23/26
University of Arkansas HPER 2nd Floor Renovation	8/18/25
Promenade Medical Office Building "B"	9/16/25
Washington County Emergency Operations Center	10/22/25
Givington's Distribution Facility	9/15/25
Tontitown Warehouses	10/6/25
Elkins Middle School Addition	11/4/25
Meadowview of Fayetteville	7/3/26
Sam's Furniture (Fort Smith)	10/1/25
Academy Sports & Outdoors (Muscogee)	4/1/26
Academy Sports & Outdoors (Russellville)	11/26/25
Simmons Pet Treat Expansion	2/1/28
Simmons Regen Facility	12/31/26
Valley View School District	7/31/26
Coming School District	12/31/26

RFQ 25-16, GCCM for Animal Services Facility
Appendix C
CR Crawford's Proposal

UNDERSTANDING OF PRE-CONSTRUCTION SERVICES & GMP

CR Crawford's (CRCC) view of the "guaranteed maximum price" (GMP) contract is a set, predetermined maximum amount that an owner will pay a contractor for a project. The GMP acts as a price ceiling that protects the owner from unexpected cost overruns, while the contractor is responsible for any expenses exceeding that limit unless a scope of work change occurs.

The GMP contract will contain a General Contractor Contingency and is to be used exclusively by the construction manager to cover those costs that are included in the GMP but not otherwise allocated to another line item. CRCC provides clarity into the use of the contingency by providing a log throughout the duration of the project.

Allowances may be added throughout the GMP for items that have not been fully vetted by the design team / owner and need additional time to complete. The allowance will serve as a place holder and is reconciled once a decision has been made. Any unspent dollars associated with the allowance becomes the owners to utilize as they see fit.

In an effort to foster a cooperative relationship between the owner and the contractor, CRCC always utilizes a Shared Savings Clause. This arrangement incentivizes both parties to manage costs effectively and have a financial interest in keeping costs down.

C.R. CRAWFORD FOSTERS A COLLABORATIVE PARTNERSHIP WITH THE OWNER AND DESIGN TEAM

Appendix C
RFQ 25-16 GCCM for
Animal Services Facility
CR Crawford's Proposal

COMMUNICATION:

Effective communication during the pre-construction phase lays a solid foundation for open dialogues throughout the project lifecycle.

To keep everyone aligned, regular meetings are conducted to discuss expectations, review progress, and share information using construction models, milestone schedules, and means and methods analysis. All stakeholders will benefit from ***TRANSPARENT COMMUNICATION THAT IS CLEAR, COMPREHENSIVE, AND ACCURATE.***

ESTIMATING PROCESS AND PRELIMINARY BUDGET:

By leveraging our proprietary in-house estimating models, historical data, and real-time discussions with suppliers and subcontractors, we develop accurate cost estimates. This approach provides an early indication of whether the project will remain within budget.

VIRTUAL DESIGN AND CONSTRUCTION (VDC):

Our in-house model integration team enables us to create construction models that enhance estimating decisions, planning, and coordination. During the pre-construction phase, these models are used to ***VISUALIZE AREAS OF THE DESIGN THAT NEED RESOLUTION OR CLARIFICATION***, while also providing our subcontractors with clear insight into their scope of work.

VALUE ANALYSIS:

We prioritize a facility's function and performance in our value management efforts. We thoroughly explore and communicate any ideas and opportunities to minimize costs while maximizing value for your project, working closely with you and the architect. Our goal is to maintain the project's original program area and find ways to reduce costs without impacting the end-users' experience. We'll provide a detailed list of value-generating and cost-reducing options for your review, enabling you to make the best decisions for incorporation into the plans and specifications.

SCHEDULING:

The project schedule is essential for a successful outcome. Our team is deeply involved in creating each schedule, leveraging extensive experience to ensure realistic results. Every task and trade are assigned a timeline, which is then ***SEQUENCED LOGICALLY FOR OPTIMAL SITE LOGISTICS***. We take a proactive approach to organizing project schedules, ensuring we avoid down time and unnecessary overhead costs.

We use Microsoft Project, Primavera, and Smart Bid to format and develop our schedules. We pride ourselves on meeting schedules, which is why we have repeat clients like Walmart, Tyson Foods, and Academy Sports + Outdoors, who have strict deadlines driven by specific training and opening dates that significantly impact their annual revenue.

CONSTRUCTABILITY AND DESIGN REVIEW:

We are staffed with architects and engineers who understand the intricacies of design and can offer a collaborative peer review of the plans and specifications. Our structured approach to constructability reviews ensures that construction documents are well-coordinated and clearly outline the project's requirements.

SUPPLY CHAIN MANAGEMENT AND EARLY PROCUREMENT:

Our preconstruction team closely monitors market trends and the industry's supply chain. This involves coordinating relationships among all parties involved, such as manufacturers, suppliers, contractors, and owners. ***EARLY PROCUREMENT IS A PROACTIVE APPROACH TO PURCHASING*** necessary materials and equipment at the project's outset, often during the design phase, to prevent delays caused by long lead times or supply chain disruptions. Together, these practices help ensure timely project completion and cost efficiency.

SUBCONTRACTOR MANAGEMENT AND PROJECT BIDDING PHASE

Subcontractor management, which involves overseeing, supervising, and coordinating subcontractors, significantly impacts the success of a construction project. Our team understands the critical responsibility of this task, forming a major part of our duties throughout the construction process. ***EFFECTIVE SUBCONTRACTOR MANAGEMENT ENSURES THAT THE EFFORTS OF VARIOUS DISCIPLINES ARE ALIGNED***, enabling all trades to work cohesively, meet project goals, and contribute positively to the project's overall success.

OUR GOAL IS TO RECRUIT THE "RIGHT SUBCONTRACTORS" FOR THE JOB

DEVELOPING SUBCONTRACTOR INTEREST:

Generating subcontractor interest in your project is crucial for achieving the project budget. Our goal is to recruit the "right subcontractors" for the job while fostering healthy competition to secure the work. This approach ensures we have skilled and motivated subcontractors, contributing to the project's success and cost efficiency.

PREBID MEETINGS:

Our team will host Prebid meetings to provide transparency and a clear understanding of the project scope, requirements, and expectations to all potential bidders, allowing them to accurately assess their ability to complete the work and formulate a competitive bid.

BID PACKAGE DEVELOPMENT:

Creating and developing detailed bid packages is essential for ensuring subcontractors understand their roles in the project. These packages provide clarity and consistency, supporting the construction drawings and specifications. They also outline contract terms and the timeline for completing the work. Clear and comprehensive information leads to the best results.

PRE-QUALIFYING SUBCONTRACTORS:

Our preconstruction team thoroughly evaluates potential subcontractors using specific criteria such as financial stability, technical expertise, safety records, and compliance with industry standards. ***THIS VETTING PROCESS ENSURES THAT ONLY CAPABLE SUBCONTRACTORS ARE INVITED TO BID ON A PROJECT***, enhancing the likelihood of successful project completion.

RECEIVING & QUALIFYING BID PROPOSALS:

On bid day, our team receives and verifies subcontractor bids to ensure they meet all the project requirements and encompass the complete scope of the bid package. We compile the lowest responsible bids to confirm that the total construction cost aligns with the project budget. Once the total construction cost is established, we will present the Guaranteed Maximum Price (GMP) for your review and approval. At this point, we will be ready to commence on-site activities.

Appendix C
RFQ 25-16, GC/CM for
Animal Services Facility
CR Crawford's Proposal

CONSTRUCTION MANAGEMENT SERVICES

QUALITY ASSURANCE:

Our quality management process begins with pre-construction, where we review the materials and methods required to complete the project, ensuring the design can be built with the highest possible quality. From there, quality management becomes an integral part of our on-site management activities. We host multiple pre-installation meetings, create mockups, and collaborate with the design team to ensure the design intent is met.

SCHEDULE MANAGEMENT AND JOBSITE COORDINATION:

Our operations team actively monitors and manages the project's timeline directly at the jobsite. This ensures tasks are completed on schedule by coordinating activities, identifying potential delays, and making real-time adjustments to maintain project deadlines and overall project flow. We utilize 3 week "look ahead" schedules, which are communicated to subcontractors to ensure they are prepared and can work efficiently.

WE UTILIZE 3 WEEK "LOOK AHEAD" SCHEDULES

Technology also plays a large role in our onsite activities. The integration of ProCore allows our team to get information to the proper decision makers quickly and accurately. This software tracks financial records, stores daily logs and jobsite photographs, tracks submittals, processes RFI's, and is the storing house of all contract documents. Leveraging technology like ProCore has drastically increased our effectiveness on site.

COST CONTROL AND CHANGE ORDER MANAGEMENT:

Our approach to cost control builds on the expectations set during the pre-construction phase. Once onsite activities begin, managing the project budget and mitigating risk become crucial. We actively keep all stakeholders informed of potential risks and provide solutions to keep the project on track both financially and from a scheduling perspective.

If a change in the agreed scope of work arises, whether due to unforeseen conditions or at the owner's direction, a change order will be generated. Our team will assess the cost and schedule impact of the change and present our recommendation for proceeding. Once the change is approved in writing, we will move forward with the revision.

WE ACTIVELY KEEP ALL STAKEHOLDERS INFORMED OF POTENTIAL RISKS AND PROVIDE SOLUTIONS TO KEEP THE PROJECT ON TRACK BOTH FINANCIALLY AND FROM A SCHEDULING PERSPECTIVE.

Appendix C
RFQ 25-15 GCCM for
Animal Services Facility
CR Crawford's Proposal

COMMISSIONING & START-UP SERVICES

Our Project Team has experience working with third-party commissioning agents, as well as leading these efforts ourselves, either through the design team or our own team members. We recognize the ***IMPORTANCE OF DELIVERING COMPREHENSIVE TRAINING TO THE OWNER TO MAXIMIZE THE BUILDING'S SAFETY AND EFFICIENCY***, reduce operational costs, and establish a maintenance and documentation plan for the future.

PROJECT CLOSEOUT SERVICES

What began during pre-construction will continue as construction nears completion. Our process involves ongoing verification to ensure all work adheres to the plans and specifications. ***ANY NONCONFORMING WORK IS PROMPTLY ADDRESSED WITH THE APPROPRIATE SUBCONTRACTOR BEFORE THEY DEMOBILIZE FROM THE JOB SITE.*** In this final phase of the construction process, we ensure the building is ready for use. We provide the owner with as-built documentation, maintenance and operational manuals, warranty documentation, and any other project-related documents needed to properly use and maintain their building.

WARRANTY

We take pride in our long-term relationships, repeat clients, and referrals. To support this goal, we established a dedicated warranty department. This team manages the contractual one-year warranty and ensures your building performs as intended. ***THEY STREAMLINE COMMUNICATION WITH SUBCONTRACTORS TO ENSURE NECESSARY REPAIRS ARE COMPLETED*** for optimal performance.

RFQ 2516, GCCM for
Animal Services Facility
CR Crawford's Proposal
Appendix C

"John Teeter and Trent Rogers make a distinctly professional and thorough team across project management and pre-construction estimating services. Their ability to digest very complex projects and communicate openly and clearly with actionable budgets and information is critical for building successful projects."

—Chris Baribeau, AIA, principal, Modus Studio, Fayetteville, Arkansas

BONDING CAPACITY AND RATE

BXS INSURANCE | CADENCE Insurance

$500,000,000
SINGLE PROJECT
$800,000,000
AGGREGATE PROGRAM

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that C.R. Crawford Construction, LLC is set up for bonding with Liberty Mutual Insurance Company.

Our company represents C.R. Crawford Construction, LLC for all of their bonding needs and has found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their past experience, we have considered single jobs of $500,000,000 with an aggregate program of $800,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and BXS Insurance, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David Fortenberry

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

Our bond rate for a project this size is approximately 0.61%. Once an exact project size is determined, a final bond rate can be calculated.

16 Thompson Park · Hattiesburg, MS 39401 · 601-544-8703 · Fax 877-288-0152 · www.cadenceinsurance.com

REFERENCES

KRISTEN KNIGHT
Associate Director,
Engineering and Construction
University of Arkansas
479-445-9653
kristenk@uark.edu

SILOAM SPRINGS FIRE DEPARTMENT
Siloam Springs, Arkansas
Fire Chief Jeremy Criner
jcriner@siloamsprings.com
479-524-3103

BENTONVILLE ANIMAL SERVICES CENTER
Bentonville, Arkansas
David Wright
Parks & Recreation Director
dwright@bentonvillear.com
479-464-7275

RFQ Appendix C CCM for
Animal Services Facility
CR Crawford's Proposal

License No. 0173580626 ID #21483

State of Arkansas

Commercial Contractors Licensing Board

CR CRAWFORD CONSTRUCTION, LLC
1102 S HAPPY HOLLOW RD
FAYETTEVILLE, AR 72701

This is to Certify That CR CRAWFORD CONSTRUCTION, LLC

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)

This contractor has an unlimited suggested bid limit.

from June 13, 2025 **until** June 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

June 13, 2025 - dsa

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

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): _____

_____

_____

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 award from 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.

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: C.R. Crawford Construction

Primary Contact: John Teeter Title of Primary Contact: President/ CEO

Phone#1 (cell preferred): 479-879-0538 Phone#2: _____

E-Mail Address: jteeter@crcrawford.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
RFQ 25-16, Addendum 1	John Teeter	8/29/25
RFQ 25-16, Addendum 2	John Teeter	9/8/25

4. DEBARMENT CERTIFICATION

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

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

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

Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

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 GCCM is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: NA

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 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

6. SIGNATURE SUBMITTAL

NAME OF COMPANY: C.R. Crawford Construction

PHYSICAL ADDRESS: 1102 S Happy Hollow Rd - Fayetteville, AR 72701

MAILING ADDRESS: 1102 S Happy Hollow Rd - Fayetteville, AR 72701

TAX ID #: 20-4452182 AR. SECRETARY OF STATE FILING #: 800080692

PHONE: 479-251-1161 SAM UEI #: LJSZFK2XYF79

E-MAIL: jteeter@crcrawford.com

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

SIGNATURE:

PRINTED NAME: John Teeter

TITLE: President/ CEO DATE: 9/18/25

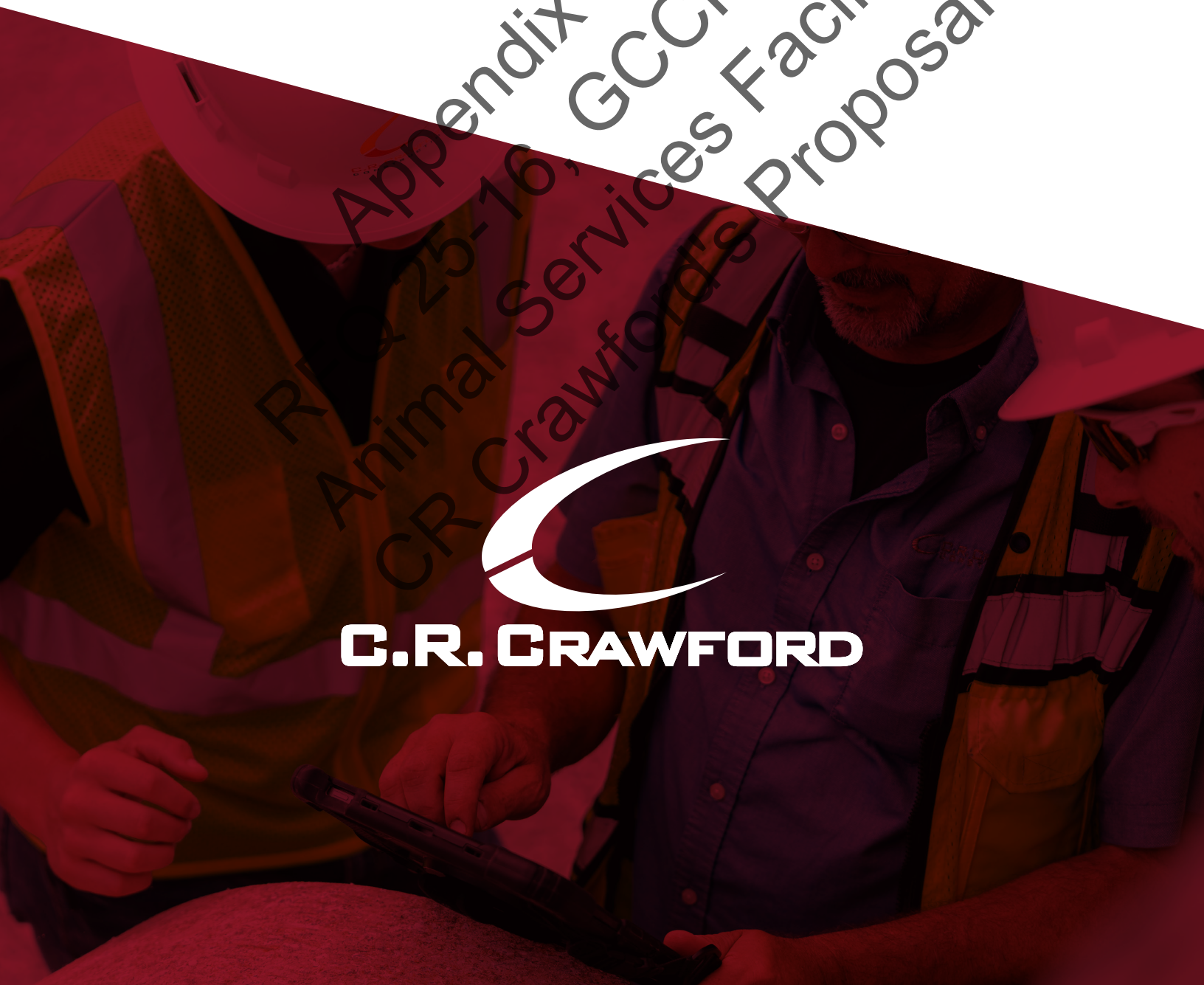
Appendix C
RFQ 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal

END OF RFQ DOCUMENT

EXPERIENCE
you can count on.

QUALITY
you deserve.

Appendix C
RFP 25-16, GCCM for
Animal Services Facility
CR Crawford's Proposal



C.R. CRAWFORD

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2497

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **RFQ 25-19 GCCM Fire Facilities Contract with Flintco LLC and approve a Budget Adjustment**

RECOMMENDATION:
Approval of the Fire Facilites GCCM construction Contract with Flintco LLC., pursuant to RFQ 25-19, GCCM Fire Facilities, for the pre-construction phase fees through conceptual design in the amount of $15,000.00 and approval of a Budget Adjustment.

BACKGROUND:
Ordinance 6920 was passed on October 21, 2025, calling for a special election in 2026 on the questions of issuing Sales and Use Tax Capital Improvement Bonds. One of the bond questions that is going to the voters in 2026 is for the design, construction, and equipping of a fire training facility and a fire station. In November 2025, the selection committee voted Flintco LLC as the most qualified firm for this project. Their past performance and experience on Fire stations 8,9 and 2 for the City were the determining factors.

DISCUSSION:
As we prepare for a potential bond initiative in March, there is a benefit to engaging Flintco in site evaluations and conceptual cost estimates. 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 through Construction Documents, bidding and negotiations, Guaranteed Maximum Price, Construction Administration, and Warranty.

If the bond initiative is successful, the project can move immediately into the cost estimates for Schematic Design. If the bond initiative is not successful, the work product received from this contract will still be needed for construction of the fire training facility and the fire station when alternative funding becomes available.

BUDGET/STAFF IMPACT:
Account 2300.300.9300-5806.02 Impact Fees
Project 25007.2501 Fire Facilities-Pre-Construction

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFQ 25-19 Contract - FAY Fire Training-FS, 6. Fayetteville FS FT Appendix A, 7. RFQ 25-19, Appendix B - City Issued RFQ, 8. RFQ 25-19, Appendix C - Flintco's Proposal

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

File #: 2025-2497

A RESOLUTION TO AWARD RFQ 25-19 AND SIGN A CONTRACT WITH FLINTCO LLC FOR THE PRE-CONSTRUCTION PHASE FOR THE FIRE TRAINING FACILITY IN THE AMOUNT OF $15,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on October 21, 2025, City Council passed Ordinance 6920 for sales tax improvement bonds that included a question that provides funding for the design, construction, and equipping of a fire training facility and fire station; and

WHEREAS, this is a multi-year phased contract with Pre-Bond Phase to include refining of programming, site evaluations and conceptual design of the fire training facility and a fire station.

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 25-19 and authorizes Mayor Rawn to sign a contract with Flintco, LLC for the pre-construction phase for the Fire Training Facility in the amount of $15,000.00.

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

City of Fayetteville Staff Review Form

2025-2497

Item ID

12/16/2025

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

Wade Abernathy	11/20/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of 25-19 GCCM contract with Flintco LLC., for the Fire Facilities in the amount of $15,000.00 and approval of a budget adjustment. This phase of the contract is the Pre-Bond pre construction.

Budget Impact:

2300.300.9300-5804.00	Impact Fees
Account Number	Fund
07003.2501	Fire Impact Fee Impr - Fire Facilities (Pre-bond)
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	15,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	15,000.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of 25-19 GCCM contract with Flintco LLC., for the Fire Facilities in the amount of $15,000.00 and approval of a budget adjustment. This phase of the contract is the Pre-Bond pre construction.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2497**

Holly Black
11/21/2025 8:41 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
2300.300.9300-5804.00	15,000	-	07003	2501	EX	Building Costs
2300.300.9300-5801.00	(15,000)	-	07003	4	EX	Fixed Assets
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

Contract for General Contractor
Construction Management Services
Fire Department Facilities
BETWEEN City of Fayetteville, Arkansas and
Flintco 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 **Flintco, LLC** (general contractor construction manager, hereinafter called GCCM, Construction Manager, or Flintco), and CITY OF FAYETTEVILLE from time to time requires professional GCCM services in connection with the evaluation of design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and GCCM in consideration of their mutual covenants agree as follows:

GCCM shall serve as CITY OF FAYETTEVILLE's professional GCCM 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 GCCM 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 GCCM services shall be provided as identified in appendices:
    a. Flintco's Tax identification number (TIN) ending in 1079
    b. Flintco's Arkansas Contractor License No. 1976870622
    c. Flintco's Secretary of State Filing No. 800188970

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**: GCCM Fee Schedule
        ii. **Appendix B**: RFQ 25-19, GCCM for Fire Department Facilities
        iii. **Appendix C**: Flintco's Response to RFQ 25-19
        iv. **Appendix D**: Flintco's current Certificate of Insurance
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and GCCM.
    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) GCCM's response to RFQ 25-19 (d) City's published RFQ 25-19 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. Flintco, LLC: Attention: Brent Farmer, 184 Fantinel Dr., Springdale, AR 72762

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. GCCM 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 GCCM becoming aware of the conflict. Design Professional should be the initial Decision Maker but GCCM has right to claim if decision is disputed. GCCM and Owner will work through the claim to develop a resolution.

r. DEBARMENT AND SUSPENSION**:** By execution of this agreement, GCCM certifies that to the best of its knowledge and belief that the GCCM 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. GCCM 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 GCCM in the performance of the Work including those set forth in the Guaranteed Maximum Price Amendment.

f. The "General Contractor Construction Manager" (GCCM 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 GCCM'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 GCCM's employees in GCCM'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 GCCM.

r. The "Project," is the building, facility, or other improvements for which GCCM 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 GCCM that specifies the dates on which GCCM 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 GCCM 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 GCCM 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 GCCM 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 general contractor construction management 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 GCCM 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 $15,000.00 US Dollars. Fees shall be paid to the GCCM 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 GCCM 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. GCCM 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 GCCM 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 GCCM'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 GCCM 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, GCCM 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 GCCM 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 GCCM or sureties under this Agreement.

11. Project Bonding: Performance and payment bonding. After execution of this contract by all parties, GCCM 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 GCCM 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. GCCM 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. GCCM 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 GCCM 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, GCCM 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 GCCM. 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: GCCM 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 GCCM any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so GCCM 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 GCCM.

22. Responsibility of the City of Fayetteville

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

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

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

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

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

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

vi. The City of Fayetteville Construction & Bonds Director, or their designee, is the project representative with respect to the services to be performed under this Agreement. The Construction & Bonds 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 GCCM relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on GCCM's experience, qualifications, and judgment as a GCCM 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. GCCM 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 GCCM 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 GCCM at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GCCM's default.

d. If termination for default is affected by GCCM, 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 GCCM for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GCCM relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, GCCM 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 GCCM 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 GCCM to fulfill contractual obligations, it is determined that GCCM 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 GCCM are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond GCCM's reasonable control, GCCM shall be entitled to additional compensation and time for reasonable documented costs incurred by GCCM in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by GCCM, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits: GCCM'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 GCCM 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 GCCM 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 GCCM 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 GCCM 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 GCCM, 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 GCCM for services rendered by GCCM. All parties agree if funding should become insufficient to complete the project, GCCM shall be notified in a timely manner.

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

31. Indemnification: To the fullest extent permitted by law, the GCCM 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 GCCM, 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. GCCM 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 GCCM as part of the Services shall become the property of CITY OF FAYETTEVILLE when GCCM has been compensated for all Services rendered, provided, however, that GCCM shall have the unrestricted right to their use. GCCM 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 GCCM.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GCCM 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 GCCM:

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

34. Audit and Access to Records:

a. GCCM 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. GCCM shall also maintain the financial information and data used by GCCM 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. GCCM 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 GCCM;
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: GCCM 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 GCCM 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 GCCM or any of GCCM 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 GCCM 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 GCCM as it could pursue in the event of a breach of the Agreement by GCCM. 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 GCCM 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 **FLINTCO, 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: _____

FLINTCO, LLC

By: Chad Crouch
Chad Crouch, Project Director

Date Signed: 11/21/2025

Groundbreaking Since 1908.

Appendix A: Fire Department Facilities
GCCM Fee Schedule

November 21, 2025

Waylon Abernathy
Project and Construction Director
City of Fayetteville
113 W. Mountain,
Fayetteville, AR 72701

RE: Fayetteville Fire Training / Fire Station Preconstruction Services

Mr. Abernathy,

Thank you for selecting Flintco as your GCCM on the Fayetteville Fire Department Facilities projects. As we enter Phase I – Pre-Construction Services Through Conceptual design, we would propose a fee of $15,0000. Subsequent change orders will be issue for additional services; Phase II – Pre-Construction Services from Construction Design through Construction Drawings and Phase III – Guaranteed Maximum Price (GMP).

If you have any questions, feel free to reach out to me.

Sincerely,

Chad Crouch

Chad Crouch
Project Director – Flintco LLC

City of Fayetteville, AR
Procurement 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 25-19, GCCM for Fire Department Facilities

DEADLINE: Thursday, October 16, 2025 prior to 2:00:00 PM, local time
PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 09/21/25, 09/22/25 & 09/23/25

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
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 Procurement 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 25-19, General Contractor Construction Management (GCCM)
for Fire Department Facilities

The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, General Contractor Construction Management services (GCCM) for the construction of a new Fire Station (site TBD) and a Fire Training Facility (located at the existing Fayetteville Fire Training Center).

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

To be considered, statements of qualification shall be received electronically through the City of Fayetteville, Procurement Division's online bidding platform by **Thursday, October 16, 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 Arkansas Contractor's License at time of RFQ deadline. Valid registration with the Arkansas Secretary of State will be required 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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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: 09.21.25, 09.22.25, and 09.23.25
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $619.15

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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. Submittal Instructions: Proposers shall 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 Procurement Division.

      i. SOQ's (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 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.

   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 Procurement 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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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.

c. 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 Procurement Division Office and 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 Procurement Division. 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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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 Bellfuss, 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 proposals. 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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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.

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, Procurement 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 Procurement 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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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.

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 GCCM 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 GCCM 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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
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 Procurement 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 Procurement 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.

Appendix B
RFQ 25-19 GCCM for
Fire Department Facilities
City Issued RFQ

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 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 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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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:

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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

CONTINUES ON NEXT PAGE

1. PROJECT SUMMARY

a. The City of Fayetteville is accepting statements of qualifications from licensed professionals to provide general contractor construction management (GCCM) services for the construction of a new Fire Station (site TBD) and a Fire Training Facility (located at the existing Fayetteville Fire Training Center).

b. This project will include complete GCCM construction services for a new Fire Station Ten (10). This fire station will be similar in size and design to Fire Station 8 and 9. There will be approximately 6,700 square feet. The fire station shall include living quarters to support six (6) bedrooms and two (2) fire apparatus bays. Location of Fire Station 10 is to be determined.

c. Also, to be Included in the project is a 27,000 square feet Fire Training Facility to be located at the existing City of Fayetteville Fire Training Center. This training facility shall simulate a fire station including, but not limited to, approximately 15 bed sleeping quarters, a kitchen, a dayroom, offices, meeting rooms, and up to five (5) apparatus bays.

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.

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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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 GCCM 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. Coordinate with Architect to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville's Bonds Projects and Construction Director 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. Fire Department facility features and equipment

Appendix B
RFQ 25-19 GCCM for
Fire Department Facilities
City Issued RFQ

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. Coordinate with 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. Coordinate with 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. Coordinate with 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 Procurement Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Procurement Policies.

2. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City Design Team [PM (1), Procurement (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 Procurement 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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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 Procurement Division during pre-bid meeting(s) and facilitate and attend the Bid Opening.

5. Maintain open communication with the City Procurement Division during any process involving Request for Information (RFI).

6. Any addenda shall be provided to the Procurement 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 GCCM desires to self-perform a portion of the work or a trade package, the GCCM 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 Procurement 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 GCCM, City, and Architect.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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's Bond Projects and Construction Director 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 GCCM 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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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 GCCM shall hold all trade contracts and purchase orders and shall bond and guarantee the project.

vi. After contract award, the awarded GCCM 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 GCCM 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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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 25-19.

    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 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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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): _____

_____

_____

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 award from 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.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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 GCCM 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 B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

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: _____

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

END OF RFQ DOCUMENT

RFQ 25-19, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Friday, October 3, 2025

To: All Prospective Vendors

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

RE: RFQ 25-19, GCCM for Fire Department Facilities

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. Clarification – The 27,000 square feet anticipated for the Training facility listed in this RFQ will be an additional facility, separate from the existing training facility that will remain.

Appendix B
RFQ 25-19, GCCM for
Fire Department Facilities
City Issued RFQ

CITY OF FAYETTEVILLE ARKANSAS

RFQ 25-19 Addendum 1

Flintco

Supplier Response

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Event Information

Number: RFQ 25-19 Addendum 1
Title: GCCM for Fire Department Facilities
Type: Request for Qualifications
Issue Date: 9/21/2025
Deadline: 10/16/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting statements of qualifications from construction management firms properly licensed to provide, General Contractor Construction Management services (GCCM) for the construction of a new Fire Station (site TBD) and a Fire Training Facility (located at the existing Fayetteville Fire Training Center). Any questions regarding this RFQ 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

Flintco Information

Contact: Klint Kimball
Address: 184 E Fantinel Blvd
Springdale, AR 72762
Phone: (479) 750-4565
Email: klint.kimball@flintco.com
Web Address: www.flintco.com

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

Klint Kimball
Signature

klint.kimball@flintco.com
Email

Submitted at 10/15/2025 02:09:49 PM (CT)

Requested Attachments

RFQ 25-19, Response Submittal

Fayetteville Fire Station and Training Facility.pdf

Please upload your RFQ proposal, including the required signature forms from the RFQ document, located in the 'Attachments' tab.

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

RFQ 25-19, GCCM for Fire Department Facilities Appendix C Flintco's Proposal

FLINTCO

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Groundbreaking
Since 1908.

RFQ 25-19, GCCM for Fire Department Facilities

October 16, 2025

Submitted by Flintco, LLC
Brent Farmer, Vice President / Area Manager
184 Fantinel Dr., Springdale, AR 72762
(479) 306-6259

CITY OF FAYETTEVILLE ARKANSAS

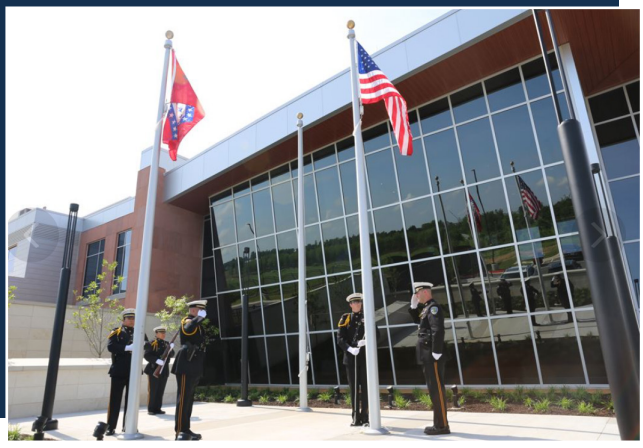
Table of Contents

	B I	Title Page	i
TAB 1	B II	Table of Contents	ii
TAB 2	B III	Letter of Interest	1
TAB 3	B IV	Project Team Organization	2
TAB 4	B V	Specialized and Past Experience	9
	C I	Prior Experience	12
	C II	Preconstruction Understanding	17
	C III	Records of Management Teams	19
	C IV	Owner Verification	20
	C V	Current and Projected Workload	21
	C VI	Bonding Capacity and Rate	22
	C VII	Proof of Licensure	23
TAB 5	B VI	Schedule	24
TAB 6	B VII	Additional Background	28

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

"It's been a pleasure of mine to work and collaborate with each one of these partners on design and construction of this project. FPD certainly values your expertise and values the partnership, but above all we value the friendship that we've established through this time. I want to personally thank each and every one for delivering on the promise that you made."

Mike Reynolds, Police Chief | City of Fayetteville Police Headquarters Building Dedication, May 24, 2023



SECTION B III

Letter of Interest

October 16, 2025

City of Fayetteville, AR
Attention: Amanda Beilfuss, Procurement Director
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701

Re: RFQ 25-19 | General Contractor Construction Management (GCCM) for Fire Department Facilities

Dear Ms. Beilfuss and Selection Committee:

Flintco is pleased to submit our qualifications for the City of Fayetteville's new Fire Department Facilities, including Fire Station 10 and the Fire Training Facility. **Over the last several years, we have been honored to partner with the City on multiple first responder projects—Fire Stations #2, #8, and #9, as well as the new Police Headquarters.** These projects have strengthened our understanding of the City's expectations, processes, and priorities, and we are excited about the opportunity to continue that partnership on these critical facilities.

The proposed project team—Project Director Chad Crouch, Project Manager Tricia Shaw, Preconstruction Director Klint Kimball, Superintendent Dustin Maupin, and Assistant Project Manager Andrew Brooks—**remains the same core group that has successfully delivered Fayetteville's recent fire and police facilities.** Their direct experience working together on multiple first responder projects for the City provides consistency, familiarity with staff and procedures, and a proven ability to meet your goals.

As a firm, Flintco brings extensive experience delivering essential public safety facilities and other highly technical projects across Northwest Arkansas and beyond. In Fayetteville, our team's record of success with fire stations, police facilities, and municipal improvements demonstrates our ability to balance the needs of first responders, community members, and City stakeholders. Supported by Flintco's deep trade partner relationships and resources, this team is fully prepared to provide cost control, schedule certainty, and a collaborative approach that aligns with the City's long-term vision.

We understand the importance of these facilities to the safety and resilience of the Fayetteville community and are fully committed to delivering a high-quality, functional, and durable result. Flintco has the resources and capacity to begin work immediately and the right team to carry the project from preconstruction through completion with the same level of accountability and partnership you have come to expect from us.

The authorized representative for this proposal is:

Brent Farmer, Vice President / Area Manager, Flintco, LLC
184 Fantinel Dr., Springdale, AR 72762 | Phone: (479) 306-6259 | Email: bfarmer@flintco.com

Thank you for the opportunity to continue our work with the City of Fayetteville. We look forward to the chance to bring this facility to life and **build on the successes we've achieved together.**

Sincerely,

Brent Farmer
Vice President/Area Manager

Appendix C
RFQ 25-19 GCCM for
Fire Department Facilities
Flintco's Proposal

SECTION 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.

This team is uniquely familiar with the City of Fayetteville, as all have been instrumental in delivering the recently completed first responder projects and are currently working on the Maple Street Improvements project. All have extensive experience in the delivery of construction management GMP projects. They have the right blend of knowledge, skills, and experience to successfully complete the Fire Department Facilities project.

Legend

- Off-Site Support
- On-Site Support

Appendix C
RFQ 25-19 GCCM for
Fire Department Facilities
Pinto's Proposal

Fayetteville Fire Station 2 Groundbreaking

Industry Experience
33 Years

Years with Flintco
30 Years

Education
A.A. Construction Management, Oklahoma State University

Licenses/Certifications
LEED Review Seminar, Subguard, OSHA 30, FMI Leadership, First Aid, CPR, Bloodborne Pathogens

Brent Farmer

VP / Area Manager

Brent provides advisory support to the project team by monitoring construction activities, and resolving issues that arise, especially those concerning changes, deficiencies and/or trade partner performance. He also assists in the preparation and review of the preliminary project schedule, reviews the project estimates and oversees the selection of trade partners. Brent is responsible for direct supervision over all projects in the Northwest Arkansas construction division. He provides leadership and guidance to superintendents and project managers, assisting them in planning, implementing and coordinating work, and ensuring timely completion of all projects with high quality consistent with the established project goals.

In the 25 years Brent has led the Arkansas Division, he has been instrumental in leading the team to achieve more than 100 state awards from the Associated Builders and Contractors from 1993-2024. As a direct result from his leadership the Arkansas Division has been named #1 Contractor in the State of Arkansas several years running, Best Contractor by *Citiscape Magazine*, Commercial Contractor of the Year by Fayetteville Construction and Developers Committee, 2018-2024 Very Best Commercial Contractor by *Celebrate Arkansas*, and 2021 Best Places to Work by *Arkansas Business*.

Key Experience

- **Northwest Health Bentonville West Emergency Department |** Bentonville, AR | $5,843,000 **CMAR/GMP**
- **University of Arkansas Frank O'Mara Track |** Fayetteville, AR | $12,264,000 **CMAR/GMP**
- **Rogers Fire Station #1 |** Rogers, AR | $2,165,000

City of Fayetteville

- **Fayetteville Fire Station #2 |** Fayetteville, AR | $7,078,000 **CMAR/GMP**
- **Fayetteville Fire Station #8 |** Fayetteville, AR | $2,374,000
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510,000
- **Fayetteville Police Headquarters Facility |** Fayetteville, AR | $39,732,000 **CMAR/GMP**
- **Maple Street Improvements |** Fayetteville, AR | $11,000,000 **CMAR/GMP**
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000 **CMAR/GMP**

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Chad Crouch

Project Director

Industry Experience
24 Years

Years with Flintco
19 Years

Education
B.S., Construction Management, Missouri State University

A.S., Drafting and Design Technology, Ozarks Technical Community College

Licenses/Certifications
OSHA 30, ACI Concrete Flatwork Finisher and Technical

As the project director, Chad serves in a project executive oversight role. He acts as the liaison between Flintco, the owner representatives, major trade partners and architects/engineers to provide diversified input based on his construction expertise. Chad is responsible for overall management direction of all areas required to successfully deliver the project. He manages the appropriate resource allocation to assure completion of the project and he serves as the senior point of contact regarding overall project contract and delivery. His specific responsibilities will be over planning, staffing, defining functions and responsibilities, and supervision of all project activities including project schedule, personnel administration and performance review.

Chad was selected to complete Pillars, a premier 2-year leadership program that trains and develops Flintco's future leaders and key contributors. He was nominated by his co-workers and honored with a Chairman's Award for Construction/Project Management Leadership, the highest recognition given at Flintco.

Key Experience

- **Springdale Mickey Jackson Fire Training Center |** Springdale, AR | $2,805,000 **CMAR/GMP**
- **University of Arkansas Brough Commons Retail Shops |** Fayetteville, AR | $4,392,000 **CMAR/GMP**
- **University of Arkansas Frank O'Mara Track |** Fayetteville, AR | $12,264,000 **CMAR/GMP**
- **Springdale Public Schools Rollins Elementary |** Springdale, AR | $20,466,000 **CMAR/GMP**
- **Springdale Public Schools High School Classroom Building & Competition Gym |** Springdale, AR | $33,736,000 **CMAR/GMP**

City of Fayetteville

- **Fayetteville Fire Station #2 |** Fayetteville, AR | $7,078,000 **CMAR/GMP**
- **Fayetteville Fire Station #8 |** Fayetteville, AR | $2,374,000
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510,000
- **Fayetteville Police Headquarters Facility |** Fayetteville, AR | $39,732,000 **CMAR/GMP**
- **Maple Street Improvements |** Fayetteville, AR | $11,000,000 **CMAR/GMP**
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000 **CMAR/GMP**

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Klint Kimball

Director of Preconstruction

Industry Experience
32 Years

Years with Flintco
9 Years

Licenses/Certifications
USGBC LEED Green Associate, AGC-ASPE Estimating Academy, AGC Advanced Print Reading, Planning the Estimate, Advanced Contract Law, AGC Conceptual and Square Foot Cost, DBIA Certified

Klint leads budgeting, estimating, value analysis and constructability review services as well as the planning and coordination of preconstruction activities with all team members. Klint is well versed at cost model development, as well as scope definition and bid packaging. He is skilled in contract negotiations and adds valuable insight in the preconstruction phase of planning. Klint is thorough, systematic and efficient in the development of the GMP. He also provides project development expertise during the design phase to help define needs and determine scope based on his experience in project management and field operations.

Klint is DBIA certified and volunteers with the Ozark Foundation. He was nominated by his co-workers and honored with a Chairman's Award for Employee Development, the highest recognition given at Flintco. Klint was selected to complete Pillars, a premier 2-year leadership program that trains and develops Flintco's future leaders and key contributors. Klint enjoys traveling, pickleball and mountain biking.

Key Experience

- **Springdale Mickey Jackson Fire Training Center |** Springdale, AR | $2,805,000 **CMAR/GMP**
- **City of Bentonville Adult Recreation Center |** Bentonville, AR | $23,094,000 **CMAR/GMP**
- **Northwest Health Bentonville West Emergency Department |** Bentonville, AR | $5,843,000 **CMAR/GMP**
- **Mercy Rogers 7th Floor ICU |** Rogers, AR | $17,318,000 **CMAR/GMP**
- **University of Arkansas Brough Commons Retail Shops |** Fayetteville, AR | $4,392,000 **CMAR/GMP**

City of Fayetteville

- **Fayetteville Fire Station #2 |** Fayetteville, AR | $7,078,000 **CMAR/GMP**
- **Fayetteville Fire Station #8 |** Fayetteville, AR | $2,374,000
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510,000
- **Fayetteville Police Headquarters Facility |** Fayetteville, AR | $39,732,000 **CMAR/GMP**
- **Maple Street Improvements |** Fayetteville, AR | $11,000,000 **CMAR/GMP**
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000 **CMAR/GMP**

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Industry Experience
29 Years

Years with Flintco
10 Years

Licenses/Certifications
OSHA 30

Tricia Shaw

Project Manager

Tricia oversees the project team to assure quality workmanship is delivered timely and with fiscal accuracy. She prepares the preliminary schedule and assists the preconstruction director with cost estimates, feasibility studies, and value analysis. She is responsible for writing and reviewing subcontracts and purchase orders to ensure the scope of work for each trade is accurate and complete. She monitors all construction activities, quality control, and the accounting process. She organizes and conducts progress meetings with the owner and architect and ensures timely resolution of all project issues.

Tricia is a member of Women in Construction and chairs Flintco's annual Top Golf tournament, raising significant funds for A Level Up. She attends local Chamber of Commerce events. Tricia and her daughters share a jewelry business, and she enjoys spending time at the beach.

Key Experience

- **University of Arkansas Brough Commons Retail Shops |** Fayetteville, AR | $4,392,000 **CMAR/GMP**
- **Springdale Public Schools Knapp Elementary School |** Springdale, AR | $17,404,000 **CMAR/GMP**

City of Fayetteville

- **Fayetteville Fire Station #2 |** Fayetteville, AR | $7,078,000 **CMAR/GMP**
- **Fayetteville Fire Station #8 |** Fayetteville, AR | $2,374,000
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510,000
- **Maple Street Improvements |** Fayetteville, AR | $11,000,000 **CMAR/GMP**
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000 **CMAR/GMP**

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Industry Experience
25 Years

Years with Flintco
19 Years

Education
Master Welding Degree

Licenses/Certifications
First Aid, CPR, OSHA 30

Dustin Maupin

Superintendent

Dustin brings a hands-on leadership approach to jobsite management, focusing on the precision and quality of construction execution. He is deeply engaged in day-to-day site coordination, working closely with trade partners to ensure timely delivery and adherence to project standards. Dustin is a steward of the construction documents—plans, specifications, and submittals—and serves as a key resource for resolving field-level questions. His responsibilities include directing safety compliance, managing the quality control program, leading weekly trade partner meetings, and conducting continuous field inspections to validate alignment with contract requirements.

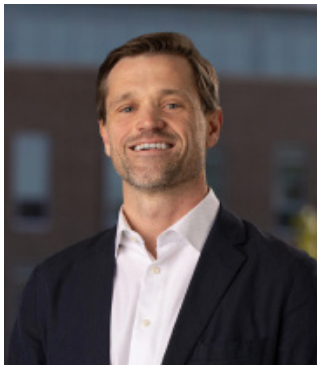
Key Experience

- **University of Arkansas Frank O'Mara Track |** Fayetteville, AR | $12,264,000 **CMAR/GMP**
- **University of Arkansas Fred W. Smith Football Center |** Fayetteville, AR | $33,694,000 **CMAR/GMP**
- **Gentry Public Schools Multi-Purpose Athletics & Activities Facility |** Gentry, AR | $8,974,000 **CMAR/GMP**
- **Springdale Public Schools Knapp Elementary School |** Springdale, AR | $17,404,000 **CMAR/GMP**
- **Springdale Public Schools Rollins Elementary |** Springdale, AR | $20,466,000 **CMAR/GMP**
- **University of Arkansas Fort Smith Lion's Den & Dining Facility |** Fort Smith, AR | $24,000,000

City of Fayetteville

- **Fayetteville Fire Station #2 |** Fayetteville, AR | $7,078,000 **CMAR/GMP**
- **Fayetteville Fire Station #9 |** Fayetteville, AR | $2,510,000
- **Fayetteville Police Headquarters Facility |** Fayetteville, AR | $39,732,000 **CMAR/GMP**
- **Maple Street Improvements |** Fayetteville, AR | $11,000,000 **CMAR/GMP**
- **City of Fayetteville Razorback Road Improvements |** Fayetteville, AR | $1,680,000 **CMAR/GMP**

Appendix C
RFQ 25-19: GCCM for
Fire Department Facilities
Flintco's Proposal



Andrew Brooks

Assistant Project Manager

Andrew receives, evaluates and disseminates correspondence and other information between the owner, architect, trade partners and suppliers. He works hand-in-hand with the project manager reviewing and processing requests for information (RFI's), submittals, shop drawings and owner changes. Andrew also assists the superintendent in expediting trade partner and supplier deliveries, provides quality assurance and maintains current construction documents.

Industry Experience
14 Years

Years with Flintco
2 Years

Key Experience

- **University of Arkansas for Medical Sciences Clinic Renovations |** Little Rock, AR *
- **Family Practice Associates |** Benton, AR*
- **21C Museum Hotel North Entry Modifications |** Bentonville, AR | $1,216,000
- **Downtown Bentonville Utility Relocation |** Bentonville, AR | $3,500,000
- **The Promenade at Chenal |** Little Rock, AR*

City of Fayetteville

- **Fayetteville Fire Station #2 |** Fayetteville, AR | $7,078,000 **CMAR/GMP**

Appendix C
RFQ 25-19 CCCM for
Fire Department Facilities
Flintco's Proposal

"To: **Tricia, Dusty, Andrew, Chad,** Bryan and the rest of my Flintco team: A sincere *Thank You* for caring about FFD Station #2 as much as I do. Your time and efforts to ensure a successful project will not be forgotten. I very much hope we can work together again soon!"

Ashley Mauldin, Project Architect for Fayetteville Fire Station #2 | MBL Architecture

SECTION B V

Specialized and Past Experience

Provide information regarding past experience in relation to 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.

According to *Engineering News Record*, the leading industry publication, Flintco is the **number one provider of Construction Management at Risk (CMAR) services in the state of Arkansas**.

Flintco is consistently ranked as a top provider of CM in the nation, and ranks in the top 25 in multiple sectors. **In the last five years, the Arkansas office alone has delivered or is delivering $1.93 billion worth of CMAR work.**

With **more than 90% of our work completed under the CM delivery system,** our construction management services focus on identification of team-oriented, positive solutions to project challenges. We provide the client with complete control and understanding of a project's status while placing the day-to-day decisions and dealings with trade partners in the experienced hands of Flintco's project team.

Nationwide, Flintco has delivered 47 first responder facilities, valued at $359 million. Since 2021, we have delivered five of these facilties in Northwest Arkansas.

The strength of our success comes from our individual approach to each project: focusing on client goals, collaborating with the project team, listening to stakeholders, understanding the markets we serve and maximizing our national resources – all while providing unequaled service and attention to detail.

RFQ 25-19, GCCM for Fire Department Facilities
Appendix C
Flintco's Proposal

$1.93+ BILLION IN CMAR DELIVERED BY FLINTCO'S ARKANSAS OFFICE IN FIVE YEARS

Completing one of the first expansions at Razorback Stadium in 1951 left a "hoofprint" on our heart at Flintco. That opportunity so many years ago started our Build Arkansas 51 journey, which we are so excited to share with you! Read more about our story at flintco.com/build-arkansas-51

PROJECT EXAMPLE EXECUTION:

Fayetteville Fire Station #2

The project features a 5,100 SF masonry and steel apparatus bay housing four fire trucks with high-speed overhead doors and a Plymovent exhaust system, and 5,500 SF of stick-built living quarters. Amenities include eight bedrooms, four bathrooms, a commercial kitchen, day room, offices, laundry, and a 500 SF fitness center critical for firefighter wellness. Designed to house 24 firefighters across three shifts, the station improves response times and enhances public safety for surrounding neighborhoods.

Timely Completion

Construction began under difficult conditions, including winter weather, site constraints, and unforeseen underground utilities—sewer and gas lines discovered beneath the slab and footing locations delayed early work by nearly three weeks. In addition, trade partner personnel turnover and 20 weather days shut down the project during critical phases, posing risks to the overall schedule.

Innovative Schedule Recovery

To recover time, Flintco implemented a collaborative pull plan with trade partners, dividing work into two areas: the apparatus bay and the living quarters. Trades were required to bring task lists and delivery schedules to planning sessions, creating visual clarity, accountability, and urgency across the project team. With buy-in from partners, Flintco successfully mitigated the risk of a delay that could have extended more than five weeks and maintained the overall timeline.

On-Time Delivery

Despite weather interruptions, personnel changes, and unforeseen site conditions, Fayetteville Fire Station #2 was delivered on time. Flintco's ability to adapt, resequence work, and coordinate logistics—including securing offsite parking and material laydown across the street from Washington County—was key to maintaining progress on a constrained site.

Meeting Budgets

The project operated under a Guaranteed Maximum Price of $7,048,682, which included both owner and CM contingencies. Flintco strategically broke the work into two packages to manage cost and schedule risks. The first focused on long-lead items such as the generator, which had a 12-month lead time, along with site work and concrete. The second included the remaining project scope, allowing for competitive pricing and comprehensive planning.

Cost Management

Of the $367,483 in contingencies, portions were used to add scope requested by the owner. Careful cost tracking, change management, and proactive procurement allowed Flintco to return $147,494 of unused funds back to the City of Fayetteville.

Customer Satisfaction

Past fire station projects in the region had experienced issues with masonry. To avoid this, Flintco engaged the masonry trade partner early,

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

The below chart is a sample of our recent government projects executed under a GMP format that represents how Flintco has successfully delivered projects on-schedule, on-budget, while maintaining high customer satisfaction.

Project	Met Budget		On-Time		Client Satisfaction
	Contract Amount	Final Cost	Scheduled Completion	Actual Completion	
Fayetteville Police Headquarters	$35,343,000	$35,343,000	4/12/2023	4/12/2023	Yes
Mickey Jackson Fire Training Center	$2,805,900	$2,797,908	2/28/2021	1/29/2021	Yes
Bentonville Adult Recreation Center	$23,032,329	$23,094,026	1/19/2026	12/19/2025	Yes

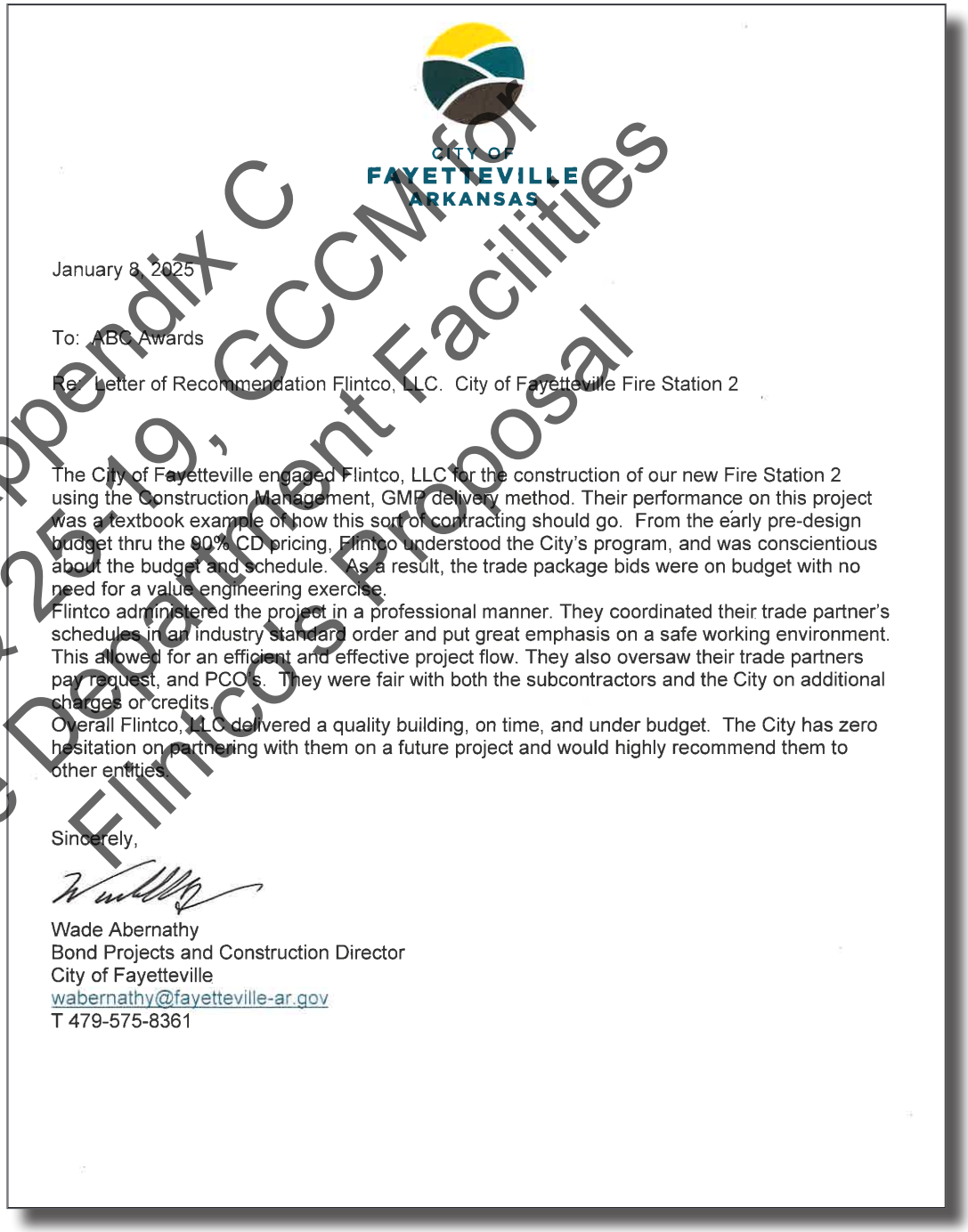
held detailed descope conversations, and built a full mock-up for approval. The result exceeded expectations and became a standout quality achievement. Additional design challenges—such as raising the fitness room ceiling from 9 to 12 feet after roof installation—were solved through structural redesigns using LVL beams and close collaboration with architect Miller Boskus Lack and engineer of record Connor Johnson.

Safety and Community Impact

Flintco ensured continuous pedestrian access in a high-traffic location bordered by residential areas, a public park, and University of Arkansas for Medical Sciences (UAMS). Temporary gravel walkways and strategic fence adjustments kept residents safe throughout construction. The team also preserved a large oak tree at the City's request, redesigning sidewalks and utilities to accommodate it, and guided the project to achieve LEED Silver certification through rigorous recycling and green building compliance.

Stakeholder Engagement

Flintco supported local workforce development by hiring a Fayetteville High School Skilled Trades student as a project intern, later retained as a full-time hire. Regular safety lunches with firefighters and City representatives strengthened relationships and provided transparency during construction. At the ribbon cutting, the Mayor and Fire Chief praised Flintco for its partnership, execution, and dedication.



CITY OF
FAYETTEVILLE
ARKANSAS

January 8, 2025

To: ABC Awards

Re: Letter of Recommendation Flintco, LLC. City of Fayetteville Fire Station 2

The City of Fayetteville engaged Flintco, LLC for the construction of our new Fire Station 2 using the Construction Management, GMP delivery method. Their performance on this project was a textbook example of how this sort of contracting should go. From the early pre-design budget thru the 90% CD pricing, Flintco understood the City's program, and was conscientious about the budget and schedule. As a result, the trade package bids were on budget with no need for a value engineering exercise.

Flintco administered the project in a professional manner. They coordinated their trade partner's schedules in an industry standard order and put great emphasis on a safe working environment. This allowed for an efficient and effective project flow. They also oversaw their trade partners pay request, and PCO's. They were fair with both the subcontractors and the City on additional charges or credits.

Overall Flintco, LLC delivered a quality building, on time, and under budget. The City has zero hesitation on partnering with them on a future project and would highly recommend them to other entities.

Sincerely,

Wade Abernathy
Bond Projects and Construction Director
City of Fayetteville
wabernathy@fayetteville-ar.gov
T 479-575-8361

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

EXAMPLE: CUSTOMER SATISFACTION

PRIOR EXPERIENCE CONSTRUCTING SIMILAR PROJECTS

Appendix C
RFQ 25-19, GC/CM for
Fire Department Facilities
Flintco's Proposal

Fayetteville Fire Stations No. 8 and No. 9

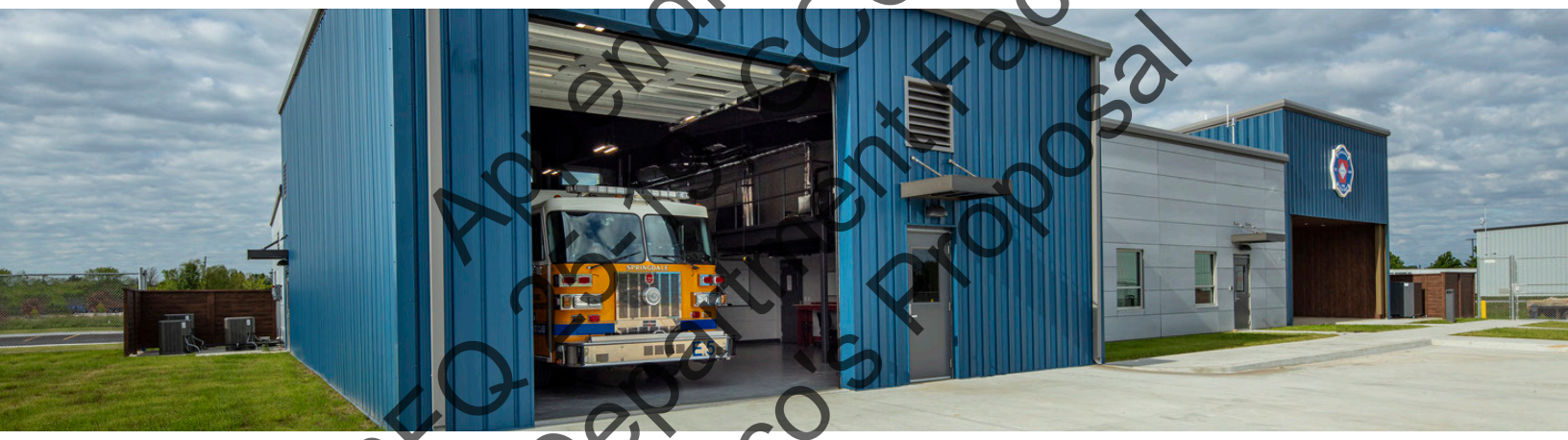
Fayetteville, AR

Fayetteville Fire Station No. 9 boasts 7,322 SF of housing and sleeping quarters to accommodate six full-time staff members, community living quarters, a commercial kitchen, a cutting-edge gym, and office spaces. The facility also includes an apparatus bay with Rytec High- Speed Powered Rolling Doors and a Plymovent Exhaust System designed to remove vehicle exhaust from the apparatus bay. The station sits on 2.5 acres within Fayetteville city limits. Fayetteville Fire Station No. 8 is built with the same specifications.

DELIVERY METHOD
General Contracting

COST
No. 8 - $2,500,000
No. 9 - $2,600,000

COMPLETION DATE
No. 8 - March 2022
No. 9 - June 2022



Appendix C
RFQ 25-19 GC/CM for
Fire Department Facilities
Flintco's Proposal

Mickey Jackson Fire Training Center

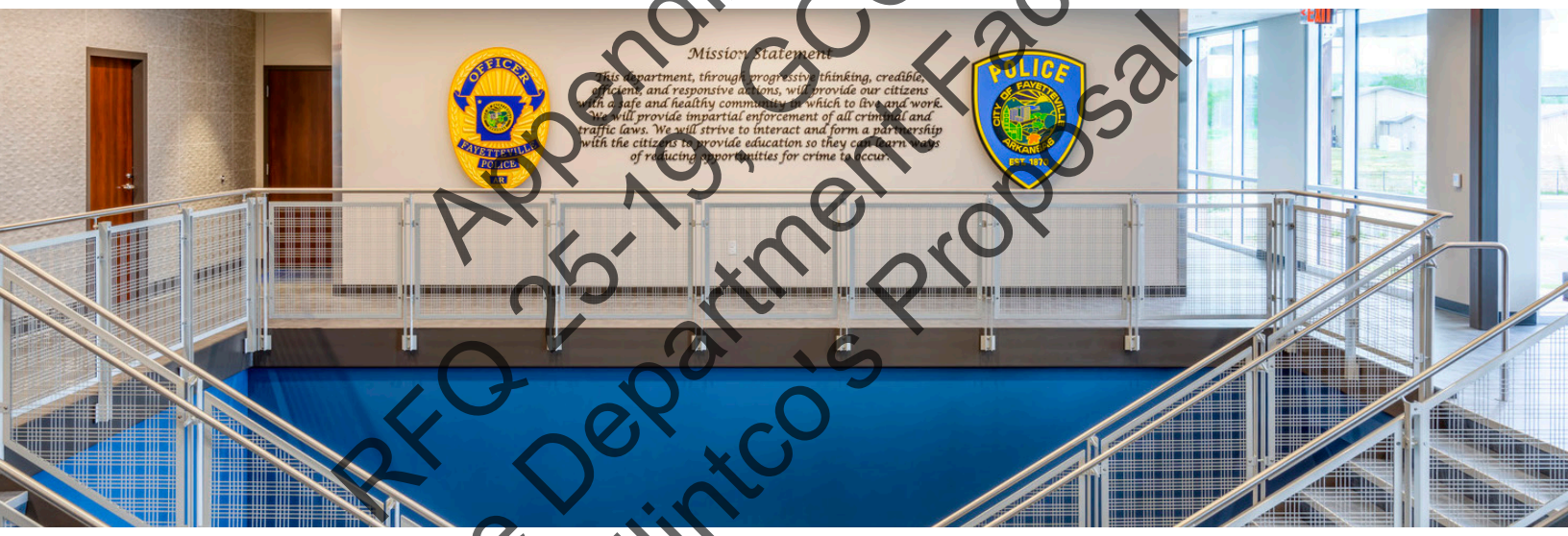
Springdale, AR

The new 9,200 SF fire training center was designed to accommodate various sized classes and events, as well as offices and support spaces for training staff. It features two large classrooms, a skills and lab room and office space. The facility also features a single apparatus bay, fitness center, safe room, guest work stations, lockers & showers, full kitchen, and built-in props for bailout training. If needed the building can function as another fire station or command center. The live burn tower features expansive areas used for driver training, technical rescue, and apparatus pumping. Flintco delivered this project on budget and 30 days ahead of schedule.

DELIVERY METHOD
CM-At-Risk

COST
$2,800,000

COMPLETION DATE
January 2021



Appendix C - SOQ for RFQ 25-19, Fire Department Facilities
Flintco's Proposal

Fayetteville Police Headquarters Facility

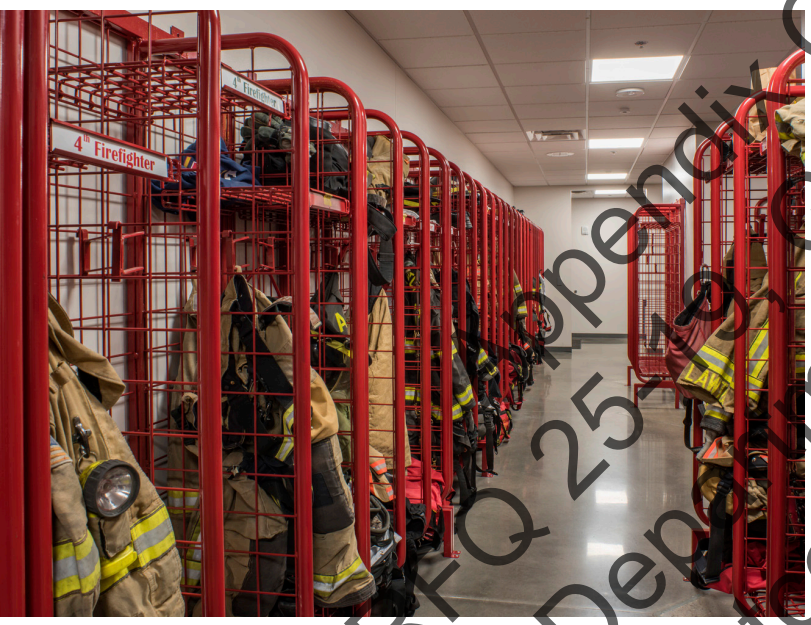
Fayetteville, AR

The new police headquarters for the City of Fayetteville Police Department is designed as a LEED certified building and includes additional support buildings and an indoor shooting range of approximately 25,000 SF. The site is 10 acres and includes 230 secured parking spaces and 77 public spaces.

DELIVERY METHOD
CM-At-Risk

COST
$39,797,000

COMPLETION DATE
February 2021



Appendix C
RFQ 25-19 GCCM for
Fire Department Facilities
Flintco's Proposal

City of Lawton Public Safety Facility

Lawton, OK

This 72,000 SF comprehensive municipal building houses the city's police headquarters, courts, jail and **central fire station**. It features 350 work stations and holds 126 inmates with future expansion opportunities to hold more than 300 inmates. The structure is unique in that it is made up of multiple structural systems for different parts of the building. The systems include: pre-engineered metal building, structural steel, pre-cast concrete panels and modular jail cells. The facility is located in the highest seismic region of Oklahoma, so the facility is designed to withstand major earthquakes and other natural events.

DELIVERY METHOD
General Contracting

FINAL COST
$34,800,000

COMPLETION DATE
April 2021

RFQ 25-19, GCCM for Fire Department Facilities
Appendix C
Flintco's Proposal

Huntsville Fire Station No. 2

Huntsville, TX

The 16,750 SF fire facility features a new administration building, and a three-story training tower with ladder and rope training areas. The new station also houses storage facilities, decontamination areas, and updated living quarters for the firefighters. A large memorial grove of oak trees that surround the fire station will be preserved. The oak trees were planted by the city in memory of the astronauts that lost their lives from the Space Shuttle Challenger disaster. This grove, public plaza, and green area separate the public parking from the main building.

The building structure includes reinforced concrete floor slabs and a metal deck with a structural steel joist and an exterior masonry wall system. Curtainwall and storefront glazing tested for missile impact Level "D" and low "E" energy efficiency properties are required, as well as an insulated building envelope and single-ply roofing membrane. A 72-hour backup generator for continuous operation during and after an event is provided.

DELIVERY METHOD
General Contracting

COST
$7,500,000

COMPLETION DATE
February 2021

UNDERSTANDING OF PRECONSTRUCTION SERVICES

Statement regarding understanding of preconstruction services and approach to billing for preconstruction services. In addition, this statement shall include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.

Ninety-five percent of project savings are achieved during the preconstruction phase. We can help you maximize every dollar.

As ideas are discussed, Flintco will work with the City of Fayetteville, your architect and engineering team to implement the most cost-effective solutions to the City's programing needs. We will work with the team to explore options and run "what-if" scenarios on the fly so that no design or programing idea is left unexplored.

The meaning of Guaranteed Maximum Price (GMP) is more than just a contractual term that defines our "not to exceed" project value. A Guaranteed Maximum Price as prepared by Flintco shall include all Cost of the Work as defined by the AIA A133, Article 6. We prepare our GMP with full transparency in mind, allowing the Owner and Flintco to discuss both inclusions and exclusions. The GMP is only amended as a result of allowable additions or deletions as defined in the Contract.

We are responsible for the GMP. Flintco works to exceed expectations while delivering the project from original concept through completion. We believe it is our responsibility to maximize your construction dollar. By collaborating with the design team and our trade partners, Flintco delivers the maximum amount of building/programing within the total GMP.

Mutual trust is the basis for any relationship. Flintco has been fostering relationships in the Northwest Arkansas community for more than seven decades. This has allowed us to create a deep pool of 'tried and true' trade partners that have proven their value project after project.

Flintco will take a hands-on approach from the initial phases of preconstruction. The Flintco team, in conjunction with our local trade partners, will add

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Schedule Benefit and Cost Savings on Fayetteville Fire Station #9

Flintco offered a substitute storm water treatment device in place of the one originally specified by the project documents. This substitute, Hydro Separator provided by Hydro International, is a First Defense High Capacity enhanced separator that combines an effective stormwater treatment chamber with an integral peak flow bypass which efficiently removes sediment, total suspended solids, trash, and hydrocarbons from stormwater runoff without washing out previously captured pollutants. This substitution was beneficial to the project because it provided a better delivery time than the originally specified device, which was critical to maintaining the project schedule path. It also provided some cost savings which were utilized by the project team in value added neighbor relations.

value to your project by making informed construction recommendations that will have direct impacts on schedule and budget.

Our preconstruction process unifies design, engineering, and construction to ensure that the project is thoroughly planned, budgeted and built on paper prior to the start of construction. We provide value analysis, insight and creative recommendations that maintain your budget, schedule, and design intent.

We work with the engineering team to prioritize the items that have the greatest impact on the final GMP for your project. Trend estimates, our assumptions/ clarifications and constructability reviews, help confirm that the contract documents and the GMP align with your objectives.

We develop trade partner interest in the project and divide the trade work into as many separate packages as is practical. The more the work is divided, the more clearly the cost of the work is defined. This also increases the opportunity to include smaller, local trade partners as well as more minority and small business. We tabulate the bids and make comments and recommendations. The low responsible bidder is interviewed to ascertain bid completeness, as well as understanding of the scope of the work.

Billing Approach

Our approach to billing includes the use of the A133–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The A133 will be coordinated for use with AIA Document A201-2007, General Conditions of the Contract for Construction.

OUR EXPERTISE:

- Design Management
- AHJ Coordination
- Site Utilization and Logistics Planning
- Schedule Development
- Cost Estimating & Modeling
- Constructability Analysis
- Value Analysis
- Phase Planning
- Bid Package Planning & Development
- Document Quality Analysis & Control
- Total Cost of Ownership Analysis
- Trade Partner Prequalification
- WMBE/HUB Outreach

OUR TOOLS:

- Join
- DESTINI Estimator
- Firmus
- Building Information Modeling
- Proprietary Cost Data Base
- Primavera P6
- Assemble
- Laser Scanning
- Thermal Imaging
- Drone Imaging & Scanning
- Coordination Clash Detection
- Lean 2.0

Appendix C
RFQ 25-19, gCCM for
Fire Department Facilities
Flintco's Proposal

Preconstruction will be led by Preconstruction Director, Klint Kimball, who has delivered more than $2 billion in preconstruction services in the Northwest Arkansas market and has a record of maintaining a 2% variance when preparing estimates. He is supported by a dedicated team of experts who will be involved in document review, project coordination, and quality exercises from the onset of Flintco's involvement. Klint has forged trusting relationships with the Arkansas trade partner community, ensuring proven trade partners will compete for your project.

RECORDS OF MANAGEMENT TEAM

Records of management teams on similar projects with timely completion and high-quality workmanship.

As a company and specifically for the project team we have proposed, Flintco has earned a reputation for the timely completion of our projects with award-winning results for quality. On the previous pages, the resumes of our staff reflect a full listing of projects with on-time completions. Key members of this team are designated to establish and document the project quality objectives. A constructability and materials performance report is prepared to address any concerns that surface during the evaluation of the design development documents. Elements of the program include:

- A clearly understood and well communicated quality assurance program.
- Concise procedures and timing for inspection of the final work to coordinate the initial inspection responsibility of the project manager with the final acceptance responsibilities of the project architect.
- Involve members of review agencies early.
- Extract concerns relating to the trade partner's ability to perform to the objectives of the quality assurance program and discuss these issues at the pre-award conference.
- Evaluation of alternates and "or equal" provisions prior to issuing the bidding documents.
- Incorporate into the construction documents specific criteria for submittals, samples, mock-ups, etc. and requirements to define the individual contractor's responsibility for quality assurance.
- Require each trade partner to designate a representative to discuss quality assurance issues.
- Establish a meeting schedule prior to coming on-site to discuss quality awareness, individual commitment and anticipated problems with materials, equipment or workmanship to be incorporated into the project.

Flintco is proud to have partnered with the City of Fayetteville on six projects since 2020. We deeply value the relationships we've built through these recent endeavors and remain committed to exceeding your expectations while strengthening our partnership at every opportunity.

Project Director, Chad Crouch; Preconstruction Director, Klint Kimball; Project Manager, Tricia Shaw; Superintendent, Dustin Maupin; and Assistant Project Manager, Andrew Brooks have been involved in each of these projects and understand how to expertly navigate the City of Fayetteville processes and procedures.

Appendix C
RFQ 25-19, CCCM for
Fire Department Facilities
Flintco's Proposal

	Project Director, Chad Crouch	Preconstruction Director, Klint Kimball	Project Manager, Tricia Shaw	Superintendent, Dustin Maupin	Assistant Project Manager, Andrew Brooks
PROJECTS					
Fayetteville Fire Station #2	√	√	√	√	√
Fayetteville Fire Station #8	√	√	√	√	√
Fayetteville Fire Station #9	√	√	√	√	
Mickey Jackson Fire Training Center	√	√			
Fayetteville Police Headquarters	√	√		√	
Fayetteville Maple St. Improvements	√	√	√	√	√

OWNER VERIFICATION AND CONTACT INFORMATION

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.

Mickey Jackson Fire Training Center

OWNER REFERENCE
Doug Sprouse
City of Springdale
dsprouse@springdalear.gov
479.750.8550

ARCHITECT REFERENCE
Ashley Mauldin
(formerly with Crafton Tull)
MBL Architecture
ashley.mauldin@mbl-arch.com
479.443.7121

Fayetteville Police Headquarters

OWNER REFERENCE
Chief Mike Reynolds
Fayetteville Police
mreynolds@fayetteville-ar.gov
479.587.8555

ARCHITECT REFERENCE
Greg Reed
Brinkley Sargent Architects
greed@bsw-architects.com
972.960.9970

Bentonville Adult Recreation Center

OWNER REFERENCE
Josh Stacey, Deputy Director of Parks & Recreation
City of Bentonville
jstacey@bentonvillear.com
479.696.0204

ARCHITECT REFERENCE
Jorge Andrade, Associate
Hight-Jackson Associates
jandrade@hjarch.com
479.464.4965

Appendix C
RFQ 25-19 CCCM for
Fire Department Facilities
Flintco's Proposal

CURRENT AND PROJECTED WORKLOAD

We have the resources available to commence work immediately upon selection.

Your team—**Project Director Chad Crouch, Project Manager Tricia Shaw, Superintendent Dustin Maupin, and Assistant Project Manager Andrew Brooks**—has the capacity and resources to successfully manage the construction of the City of Fayetteville's Fire Department Facilities project. Core members of this team are currently delivering Fayetteville's Maple Street Improvements project and are well-positioned to seamlessly oversee the Fire Department Facilities project, given the ideal timing and proximity of the two projects. **Preconstruction Director Klint Kimball** leads our preconstruction effort with the full support of our local Preconstruction Department, which is structured to facilitate multiple projects simultaneously.

Our philosophy is that when preconstruction is interactive and performed at a high level, it sets the foundation for success in the field. Our current workload allows our team to commence this effort for the City of Fayetteville immediately.

Appendix C
RFQ 25-19 GCCM for
Fire Department Facilities
Flintco's Proposal

Current and Projected Workload with Scheduled Completion Dates

Highlands Oncology 4th Floor & Pharmacy Remodel - November 2025

Bentonville Adult Recreation Center - December 2025

Crystal Bridges Museum of American Art Phase 2 Expansion - December 2025

Quilt of Parks - December 2025

Saracen Casino Resort Hotel & Event Center Phase 2 - January 2026

Rogers Public Library Tornado Repair - April 2026

Oakdale Middle School Renovation - August 2026

Fayetteville Maple Street Improvements - August 2027

Alice Walton School of Medicine Campus Housing - March 2030

CURRENT MAXIMUM BONDING CAPACITY AND RATE

TRAVELERS

One Tower Square
Hartford, CT 06183

Richard W. DuPont
Managing Director, Construction Services
Bond & Specialty Insurance
(314) 579-8315

940 West Port Plaza, St. Louis, MO 63146

January 14, 2025

Re: Flintco, LLC, (a subsidiary of Alberici)
323 E. Reconciliation Way
Tulsa, OK 74120

To Whom This May Concern,

We are pleased to share with you our experience as surety for Flintco, LLC, a subsidiary of Alberici. We consider Alberici one of our outstanding and most valued clients in whom we have the highest confidence. Throughout the past 107 years Alberici has, in our opinion, remained properly financed, well equipped and capably managed. Based on a conservative internal credit system, we rank Alberici's financial strength and condition in the top 5% of our portfolio. Very few clients achieve this status and it reflects how well run the company is in several facets.

Travelers' current A.M. Best Co. rating is A++ XV. Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, has a reinsurance agreement in place with other Travelers companies. Combined, these companies, which are licensed by the Treasury, provide Travelers Casualty and Surety Company of America with approximately $2 billion in capacity above and beyond its $231 million single risk limit.

Travelers Casualty and Surety Company of America has participated in total work programs on behalf of Alberici in excess of $300,000,000 on single contracts and $3,000,000,000 aggregate. This information is provided only for general evidence of capabilities and bonding capacity on a normal operating basis and is not intended to represent the maximum bonding capacity available for this firm.

This letter confirms that, in the event Flintco, LLC should be selected for proposed Project, Travelers Casualty and Surety Company of America is prepared to provide the required Performance and Payment Bonds on behalf of Flintco, LLC covering the Project up to 100% of the contract price, subject to our normal underwriting requirements at the time the request is made.

Alberici enjoys an excellent reputation of meeting all of their responsibilities and obligations in a professional manner and has a number of repeat customers because of their fine results. Travelers places a high level of confidence in Alberici's financial strength, technical expertise, integrity and ability to select projects. It is our privilege to recommend Flintco, LLC, as a subsidiary of Alberici, to you.

Sincerely,
Travelers Casualty and Surety Company of America

By: _____
Richard W. DuPont, Managing Director, Construction Services

Signed, sealed and dated this 14th day of January, 2025

By: Cheryl L McAleenan
Cheryl L McAleenan – Notary Public

Cheryl L. McAleenan
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST LOUIS COUNTY
Commission Number: 12487106
My Commission Expires: May 15, 2028

Appendix C
RFQ 25-19, GC/CM for
Fire Department Facilities
Flintco's Proposal

Total Bonding Capacity
$3 Billion

Bonding Rate
$7.75 per Thousand

PROOF OF LICENSURE FROM THE STATE OF ARKANSAS

License No. 1976870626 ID #2335

State of Arkansas

Commercial Contractors Licensing Board

FLINTCO, LLC
8800 PAGE AVE
ST LOUIS, MO 63114

This is to Certify That FLINTCO, LLC

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)
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has a suggested bid limit of $650,000. This limit is only suggested and is not a limit on the size of the project the contractor can perform.

from July 11, 2025 **until** June 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

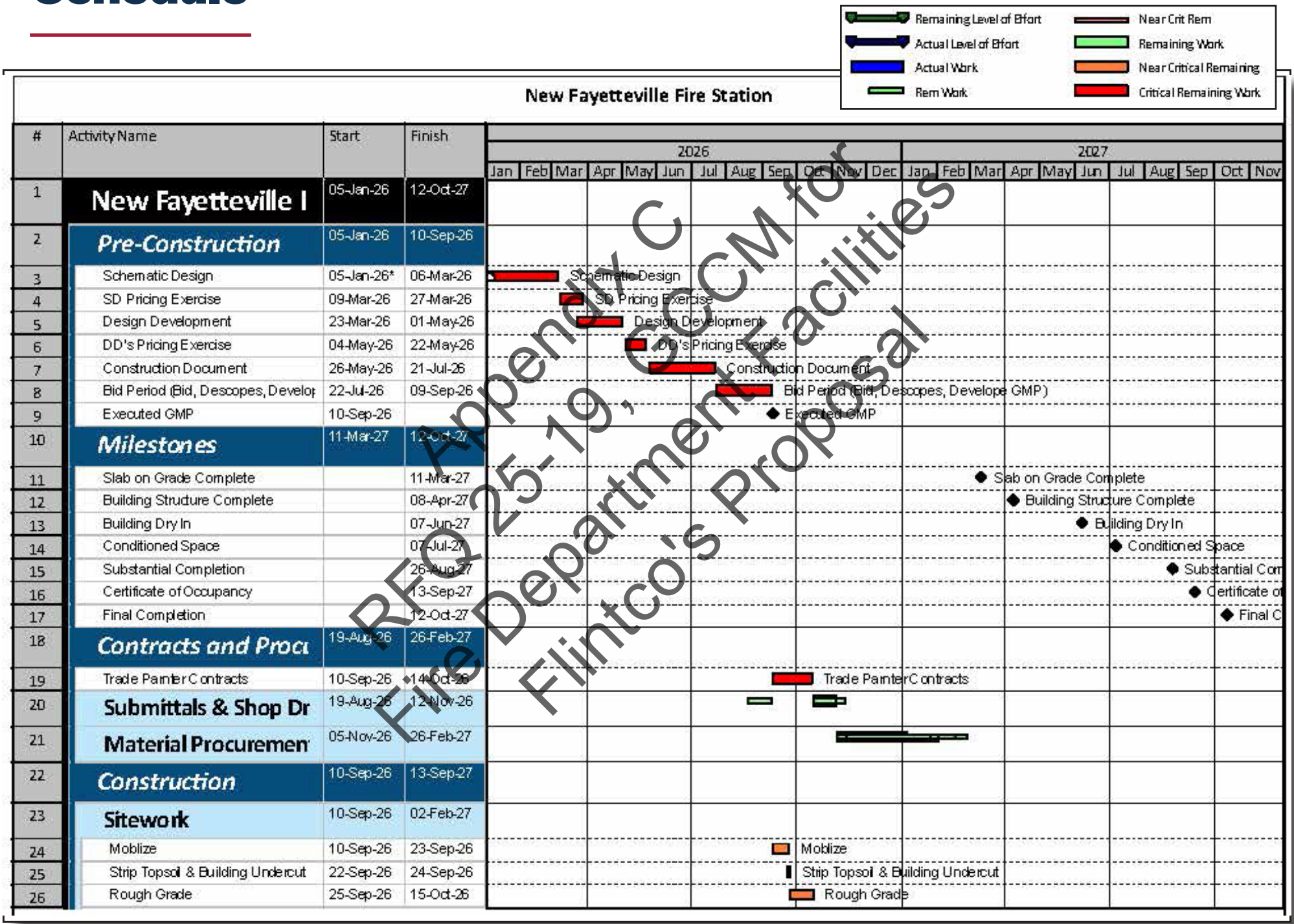
SECRETARY

July 11, 2025 - srg

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

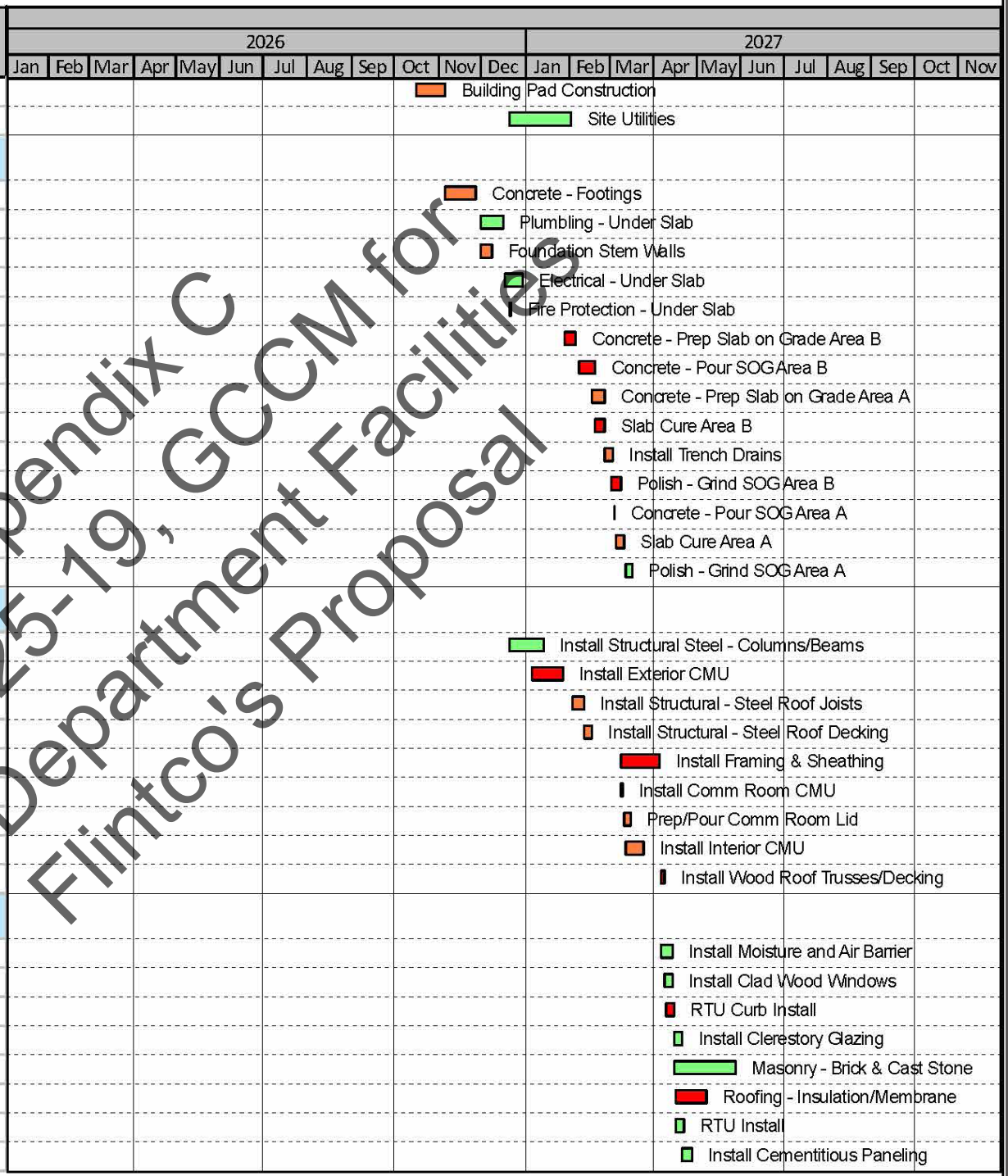
SECTION B VI

Schedule



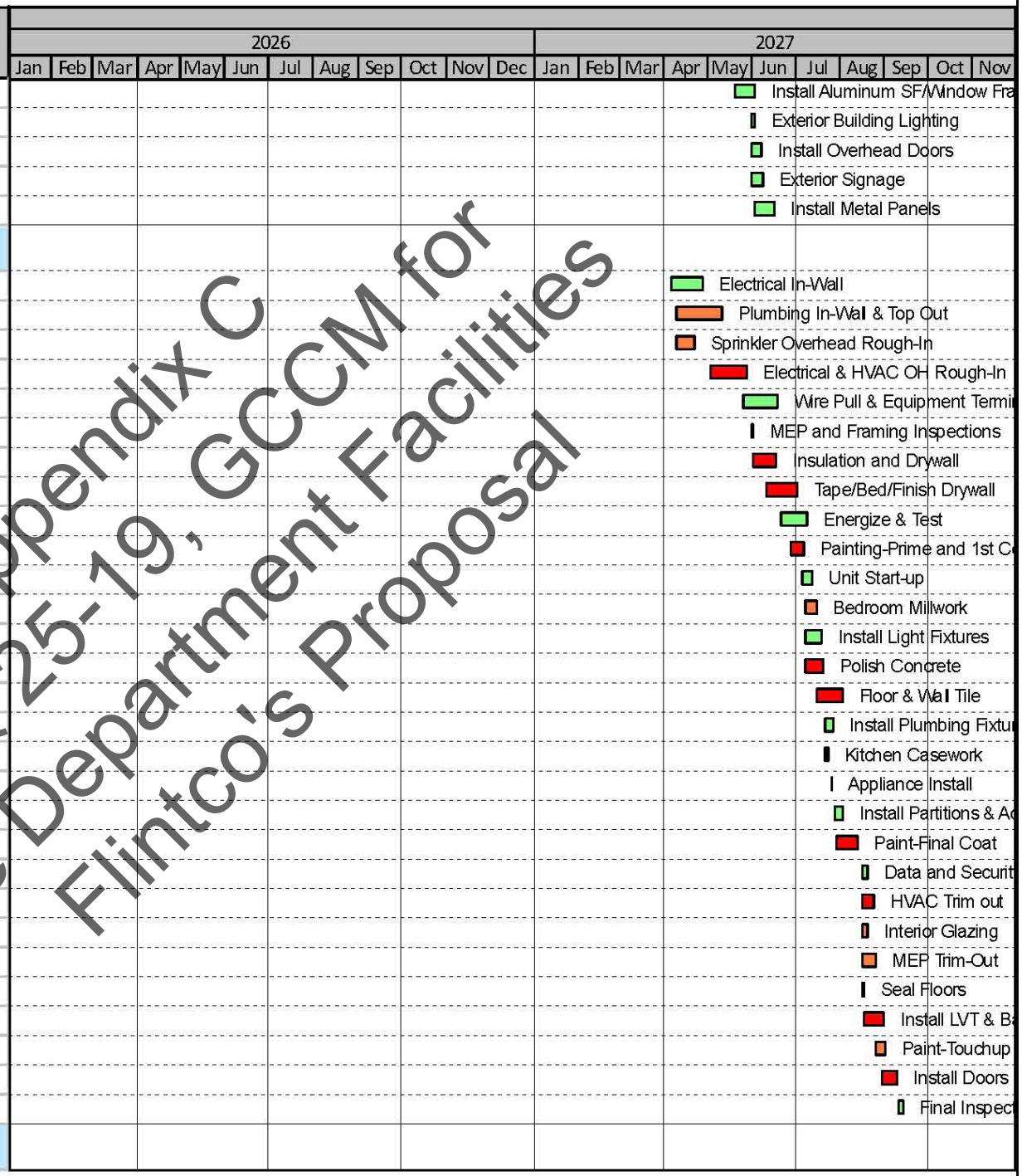
RFQ 25-19, CCCM for Fire Department Facilities
Appendix C
Flintco's Proposal

#	Activity Name	Start	Finish
27	Building Pad Construction	16-Oct-26	05-Nov-26
28	Site Utilities	21-Dec-26	02-Feb-27
29	**Building Foundation/**	06-Nov-26	17-Mar-27
30	Concrete - Footings	06-Nov-26	27-Nov-26
31	Plumbing - Under Slab	30-Nov-26	16-Dec-26
32	Foundation Stem Walls	30-Nov-26	08-Dec-26
33	Electrical - Under Slab	17-Dec-26	29-Dec-26
34	Fire Protection - Under Slab	21-Dec-26	22-Dec-26
35	Concrete - Prep Slab on Grade Ar	28-Jan-27	05-Feb-27
36	Concrete - Pour SOG Area B	08-Feb-27	18-Feb-27
37	Concrete - Prep Slab on Grade Ar	17-Feb-27	25-Feb-27
38	Slab Cure Area B	19-Feb-27	25-Feb-27
39	Install Trench Drains	26-Feb-27	03-Mar-27
40	Polish - Grind SOG Area B	02-Mar-27	08-Mar-27
41	Concrete - Pour SOG Area A	04-Mar-27	04-Mar-27
42	Slab Cure Area A	05-Mar-27	11-Mar-27
43	Polish - Grind SOG Area A	12-Mar-27	17-Mar-27
44	**Building Structure**	21-Dec-26	08-Apr-27
45	Install Structural Steel - Columns/I	21-Dec-26	13-Jan-27
46	Install Exterior CMU	06-Jan-27	27-Jan-27
47	Install Structural - Steel Roof Joist	03-Feb-27	10-Feb-27
48	Install Structural - Steel Roof Deck	11-Feb-27	16-Feb-27
49	Install Framing & Sheathing	09-Mar-27	05-Apr-27
50	Install Comm Room CMU	09-Mar-27	10-Mar-27
51	Prep/Pour Comm Room Lid	11-Mar-27	15-Mar-27
52	Install Interior CMU	12-Mar-27	24-Mar-27
53	Install Wood Roof Trusses/Deckin	06-Apr-27	08-Apr-27
54	**Building Exterior**	06-Apr-27	16-Jun-27
55	Install Moisture and Air Barrier	06-Apr-27	14-Apr-27
56	Install Clad Wood Windows	08-Apr-27	14-Apr-27
57	RTU Curb Install	09-Apr-27	15-Apr-27
58	Install Clerestory Glazing	15-Apr-27	20-Apr-27
59	Masonry - Brick & Cast Stone	15-Apr-27	28-May-27
60	Roofing - Insulation/Membrane	16-Apr-27	07-May-27
61	RTU Install	16-Apr-27	22-Apr-27
62	Install Cementitious Paneling	21-Apr-27	27-Apr-27



RFQ25-19, GCCM for Fire Department Facilities
Appendix C
Flintco's Proposal

#	Activity Name	Start	Finish
63	Install Aluminum SF/Window Fram	20-May-27	02-Jun-27
64	Exterior Building Lighting	01-Jun-27	03-Jun-27
65	Install Overhead Doors	01-Jun-27	07-Jun-27
66	Exterior Signage	01-Jun-27	08-Jun-27
67	Install Metal Panels	03-Jun-27	16-Jun-27
68	**Building Interior**	06-Apr-27	13-Sep-27
69	Electrical In-Wall	06-Apr-27	27-Apr-27
70	Plumbing In-Wal & Top Out	09-Apr-27	11-May-27
71	Sprinkler Overhead Rough-In	09-Apr-27	22-Apr-27
72	Electrical & HVAC OH Rough-In	03-May-27	28-May-27
73	Wire Pull & Equipment Termination	26-May-27	18-Jun-27
74	MEP and Framing Inspections	01-Jun-27	01-Jun-27
75	Insulation and Drywall	02-Jun-27	17-Jun-27
76	Tape/Bed/Finish Drywall	11-Jun-27	02-Jul-27
77	Energize & Test	21-Jun-27	09-Jul-27
78	Painting-Prime and 1st Coat	28-Jun-27	07-Jul-27
79	Unit Start-up	06-Jul-27	12-Jul-27
80	Bedroom Millwork	08-Jul-27	15-Jul-27
81	Install Light Fixtures	08-Jul-27	19-Jul-27
82	Polish Concrete	08-Jul-27	20-Jul-27
83	Floor & Wal Tile	16-Jul-27	03-Aug-27
84	Install Plumbing Fixtures	21-Jul-27	27-Jul-27
85	Kitchen Casework	21-Jul-27	23-Jul-27
86	Appliance Install	26-Jul-27	26-Jul-27
87	Install Partitions & Accessories	28-Jul-27	03-Aug-27
88	Paint-Final Coat	29-Jul-27	13-Aug-27
89	Data and Security Trim	16-Aug-27	20-Aug-27
90	HVAC Trim out	16-Aug-27	24-Aug-27
91	Interior Glazing	16-Aug-27	19-Aug-27
92	MEP Trim-Out	16-Aug-27	25-Aug-27
93	Seal Floors	16-Aug-27	17-Aug-27
94	Install LVT & Base	18-Aug-27	31-Aug-27
95	Paint-Touchup	26-Aug-27	01-Sep-27
96	Install Doors & Hardware	30-Aug-27	09-Sep-27
97	Final Inspections	10-Sep-27	13-Sep-27
98	**Late Site**	01-Jun-27	20-Jul-27



RFQ 25-19, GCCM for Fire Department Facilities
Appendix C
Flintco's Proposal

#	Activity Name	Start	Finish
99	Site Grading - Final	01-Jun-27	08-Jun-27
100	Concrete Curb and Gutter	09-Jun-27	15-Jun-27
101	Site Sidewalks	16-Jun-27	22-Jun-27
102	Base & Concrete Paving	17-Jun-27	08-Jul-27
103	Top Soil	23-Jun-27	24-Jun-27
104	Site Fence	09-Jul-27	15-Jul-27
105	Landscaping	14-Jul-27	20-Jul-27
106	Site Striping and Signage	16-Jul-27	20-Jul-27
107	***Project Close Out***	26-Aug-27	12-Oct-27
108	Flintco Punch	26-Aug-27	26-Aug-27
109	Rough Clean	10-Sep-27	14-Sep-27
110	Certificate of Occupancy		13-Sep-27
111	Architect Punch	15-Sep-27	05-Oct-27
112	Final Clean	06-Oct-27	12-Oct-27
113	Final Completion/End of Project		12-Oct-27

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Upon award, we will partner with the City to identify the best path for delivering both the Station and Training Facility to fully meet Fayetteville's expectations.

SECTION B VII

Additional Background

Self Perform

Flintco provides competitive self-performance capabilities to our clients for those trades that have significant impact on the quality and schedule of construction. When Flintco self-performs work, we have our own people deeply engaged in the safety, schedule and quality control of your project everyday, which adds value and certainty.

Our ability to self-perform work allows for greater control of staff performance, cost, flexibility of schedules and end-of-work quality. This includes concrete, steel, rough carpentry, industrial, dry-wall and installation of doors, hardware and specialty items.

The self-performance bid process is the exact same expected of other trade partners where we submit our lowest price for the scope of work and all bids are publicly opened. Flintco remains transparent throughout the bidding process, including when we self-perform. Final selection is always based on best value for your project.

Safety

Our safety program exceeds federal, state, and local OSHA requirements and demands total participation of our staff and trade partners. This primary focus on safety results in quality projects and positive experiences for everyone involved. It also controls costs and keeps projects on schedule. Safety is our company-wide badge of honor that reflects our commitment to doing things right.

We recently have celebrated the following milestones*:

- Flintco's Experience Modifier Rate **(EMR) of 0.52** remains well below the industry average of 1.0
- Trade Partner incidents continue to trend down year after year
- 2021 - 2024 ABC National Safety of Excellence Award Winner
- 2018 - 2024 Designated as Diamond Level by the Associated Builders and Contractors Safety

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

Oakridge (Flintco's Self-Perform Division) pours approximately $115 million worth of concrete on projects across the region each year.

and Training Evaluation Process (ABC STEP) - the highest level a company can achieve from the safety benchmarking system.

Our focus is evident, not only through national recognition, including by both the Associated Builders and Contractors (ABC) and Associated General Contractors (AGC) trade associations, but also in our achievement of the prestigious Diamond status in the ABC STEP benchmarking process year after year.

The single most important element in the success of our Safety program was the creation of our Flintco 4 LIFE culture. Since it was introduced in 2017, Flintco 4 LIFE has become synonymous with Flintco's Safety culture because it works with leadership and employees at all levels to create change in people, processes, culture, and organizations. Flintco 4 LIFE focuses on process, practice, and individual behaviors to improve safety by Living Incident Free Everyday (LIFE). We explore how people think, feel and relate to Safety, and look at the role of the organization in providing a safe work environment. The 4 R's are prominent in our approach: Reach out, do it Right, Raise your voice and Recognize hazards.

Performing work in Northwest Arkansas for more than 70 years, we have worked in tandem with the trade partner community, building lasting and trusted partnerships.

Click here or scan the QR Code to hear from local trade partners on why they prefer to work with Flintco.

Solid Trade Partner Relationships: As part of the Arkansas fabric for more than 70 years, Flintco enjoys an excellent reputation within local trade partner communities as a contractor known as financially stable and for safe and clean jobsites. We plan our work and involve trade partners in scheduling the work. Because of this, trade partners want to work with us.

Flintco has established itself not only in the region but nationally as a well-respected contractor of choice. Our reputation, excellent communication and partnering programs enable us to attract and engage the highest quality trade partners for our projects.

Trade partners want to work with Flintco and will push aside other projects for an opportunity to bid a Flintco job. This benefits you by ensuring high levels of trade partner participation so that you know you are getting competitive market pricing.

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

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): _____

_____

_____

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 award from 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.

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: Flintco, LLC

Primary Contact: Brent Farmer Title of Primary Contact: VP/Area Manager

Phone#1 (cell preferred): 479.879.7313 Phone#2:

E-Mail Address: bfarmer@flintco.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
1	Brent Farmer	10/3/2025

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

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 GCCM is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: Not Applicable

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 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

6. SIGNATURE SUBMITTAL

NAME OF COMPANY: Flintco, LLC

PHYSICAL ADDRESS: 184 E. Fantinel Blvd., Springdale, AR 72762

MAILING ADDRESS:

TAX ID #: 27-3321079 AR. SECRETARY OF STATE FILING #: 800188970

PHONE: 479.750.4565 SAM UEI #: U7BTDMB4CJ16

E-MAIL:

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

SIGNATURE:

PRINTED NAME: Brent Farmer

TITLE: VP/Area Manager DATE: 10/16/2025

Appendix C
RFQ 25-19, GCCM for
Fire Department Facilities
Flintco's Proposal

END OF RFQ DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2493

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **RFQ 25-01 Architectural Services Contract for Fire Facilities with Miller Boskus Lack, PA and Budget Adjustment.**

RECOMMENDATION:
Approval of RFQ 25-01, Selection #15 Contract for Architectural Design Services for Fire Station 10 and Fire training facility with Miller Boskus Lack, PA. This is a phased contract with the pre-bond Phase in the amount of $20,000 plus $5,000 for reimbursable expenses and a budget adjustment.

BACKGROUND:
August 2025 RFQ 25-01 Selection 15 Committee chose MBL to Provide Architectural Services for the Fire Facilities. MBL has provided the City with exceptional design and construction administration on Fire stations 8, 9, and 2. They also established the prototype to be used for the proposed Fire Station 10. In October 2025, Ordinance 6920 was passed, calling for a Special Election for Sales tax improvement bonds. One of the bond questions provides funding for the Fire Department, including construction of a fire station and training facility.

DISCUSSION:
This is a multi-year phased contract with Pre-Bond Phase to include programming, site evaluations and conceptual design of the fire training facilities and Fire Station 10. 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. This project is being started now in order 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.

In the event the bond initiative is not successful, the work product provided by this contract will still be required and will be used when alternative funding is available to construct these needed facilities.

BUDGET/STAFF IMPACT:
Account 2300.300.9300-5806.02 Impact Fees
Project: 25007.2501 Fire Facilities Pre-Construction

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFQ 25-01, Selection 15 - Contract, 6.

2025.11.10 Fayetteville FS 10 and Training Center Appendix A, 7. RFQ 25-01, Appendix B - City Issued RFQ, 8. RFQ 25-01, Appendix C - MBL's Proposal

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

File #: 2025-2493

A RESOLUTION TO AWARD RFQ 25-01 AND SIGN A CONTRACT WITH MILLER BOSKUS LACK, PA FOR ARCHITECTURAL DESIGN SERVICES FOR FIRE STATION 10 AND THE FIRE TRAINING FACILITY IN THE AMOUNT OF $20,000.00, PLUS $5,000.00 FOR REIMBURSABLE EXPENSES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on October 21, 2025, City Council passed Ordinance 6920 for sales tax improvement bonds that included a question that provides funding for the Fire Department, including construction of a fire station and training facility; and

WHEREAS, this is a multi-year phased contract with Pre-Bond Phase to include refining of programming, site evaluations and conceptual design of the fire training facility and Fire Station 10.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ 25-01 and authorizes Mayor Rawn to sign a contract with Miller Boskus Lack, PA for architectural design services for Fire Station 10 and the Fire Training Facility in the amount of $20,000.00, plus $5,000.00 for reimbursable expenses.

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

2025-2493

Item ID

12/16/2025

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

Wade Abernathy	11/20/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of RFQ-25-01 Architectural Services contract with Miller Boskus & Lack Architects for the Fire Facilities Design for Pre-Bond Phase services in the amount of $20,000 and reimburseable expenses in the amount of $5,000 for a total of $25,000.00 and approval of a Budget Adjustment.

Budget Impact:

2300.300.9300-5860.02	Impact Fees
Account Number	Fund
07003.2501	Fire Impact Fee Impr - Fire Facilities (Pre-bond)
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	25,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	25,000.00
		Remaining Budget	$	-

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of RFQ-25-01 Architectural Services contract with Miller Boskus & Lack Architects for the Fire Facilities Design for Pre-Bond Phase services in the amount of $20,000 and reimburseable expenses in the amount of $5,000 for a total of $25,000.00.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2493**

Holly Black
11/20/2025 3:46 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.20251027

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
2300.300.9300-5860.02	25,000	-	07003	2501	EX	Capital Prof Svcs - Engineering/Architectura
2300.300.9300-5801.00	(25,000)	-	07003	4	EX	Fixed Assets
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

CITY OF FAYETTEVILLE ARKANSAS

Contract for Professional
Engineering/Architectural Services
Fire Facilities Design
Engineer/Architect: *Miller, Boskus & Lack Architects, P.A.*

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 Miller, Boskus & Lack Architects, P.A. (hereinafter called Engineer/Architect or MBL).

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 MBL in consideration of their mutual covenants agree as follows:

MBL 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 MBL.

    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 25-01, Engineering & Architectural Services
        iii. Appendix C: MBL's Response to RFQ 25-01
        iv. Appendix D: MBL'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, 113 W. Mountain St., Fayetteville, AR 72701

    b. Miller, Boskus & Lack Architects, P.A., 2397 N. Green Acres Road, Fayetteville, AR 72703

4. Fees, Expenses, and Payments:

    a. The Fee Schedule shall be followed as defined in Appendix A.

    b. MBL 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.

    c. 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 MBL 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.

d. 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 MBL'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 MBL 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.

e. 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, MBL 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 MBL 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 MBL 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 MBL 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, MBL will not receive a fee for work associated with the Change Order.

9. Insurance: MBL 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, MBL 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, MBL 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. MBL 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: MBL 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 MBL any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so MBL 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 MBL.

11. Responsibility of the City of Fayetteville: CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MBL:
    a. Provide full information as to the requirements for the Project.
    b. Assist MBL by making available all available information pertinent to the assignment including previous reports and any other data relative thereto.
    c. Assist MBL 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 MBL and render in writing decisions pertaining thereto.
    e. Review all documents and provide written comments to MBL 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 MBL relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on MBL's experience, qualifications, and judgment as a design professional. Since MBL 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, MBL does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MBL.

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

d. If termination for default is affected by MBL, 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 MBL for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MBL relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action, MBL 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 MBL 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 MBL to fulfill contractual obligations, it is determined that MBL 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 MBL are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond reasonable control, MBL shall be entitled to additional compensation and time for reasonable documented costs actually incurred by MBL in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by MBL, 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: MBL'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 MBL 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 MBL 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 MBL 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 MBL 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 MBL 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 MBL for services rendered by MBL.

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

20. Indemnification: MBL 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 MBL, any person employed by MBL, or anyone for whose acts MBL 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: MBL 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. MBL 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. MBL 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 MBL as part of the Work shall become the property of CITY OF FAYETTEVILLE when MBL has been compensated for all Services rendered, provided, however, that MBL shall have an unrestricted perpetual license right to their use. MBL 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 MBL.

    c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MBL 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 Miller, Boskus & Lack Architects, P.A.:

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

25. Audit and Access to Records:

    a. MBL 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. MBL shall also maintain the financial information and data used by MBL 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. MBL 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 MBL;

      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. MBL 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 MBL 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 MBL or any of MBL'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 MBL 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 **MBL** as it could pursue in the event of a breach of the Agreement by **MBL**. 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 **MBL** incurs in providing any such gratuities to any such officer or employee.

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

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **MILLER, BOSKUS & LACK ARCHITECTS, P.A.** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	MILLER, BOSKUS & LACK ARCHITECTS, P.A.
By:_____	By:_____
MOLLY RAWN, MAYOR	SIGNATURE OF AUTHORIZED SIGNER
ATTEST:	
By:_____	Audy G. Lack
Kara Paxton, City Clerk	PRINTED NAME AND TITLE
Date Signed: _____	Date Signed: 11.20.2025

Miller Boskus Lack Architects, P.A.

Exhibit "A"

Basic Services Compensation

Compensation for the Architects Basic Services, including the service of the MEP Engineers and Structural Engineer shall be a percent of Construction Cost fee as follows:

Fire Station Ten – 6% of Construction Cost

Fire Training Center – 7% of Construction Cost

Design and Construction Contract Administration progress payments shall be allocated to services as listed below and will be billed on a monthly basis.

Design Services	
Schematic Design	20%
Design Development	15%
Construction Documents	40%
Construction Procurement Services	5%
Contract Administration Services	20%
Total Compensation =	100%

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the Architects' professional services and include expenses incurred by the Architect and their consultants directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction expenses; 4. Postage & Shipping. The line item estimate in the contract for reimbursable is $50,000.

Additional Services Compensation

Compensation for Additional Services will be computed as noted below.

BIM Modeling

The architect utilizes the latest in BIM modeling software. Three-dimensional modeling will be used for the design of these projects and for presentations, renderings, and visualization of the new facilities. BIM modeling will be utilized for the production of construction documents and coordination of the architect's engineers. A BIM model for construction is not required by the Construction Manager and is not required for the construction of these new facilities and therefore is not part of this agreement and will not be provided for these projects. The architect's fee for BIM modeling is $0.

Civil Engineering & Landscape Design

The architect will hire Olsson Engineering to provide Civil Engineering and landscape plans and specifications for the site engineering and plantings for the new facilities. These plans will be prepared for bidding and construction in conformance with the City of Fayetteville's landscape ordinance, and the wishes of the Owner. Olsson will manage the site and infrastructure entitlement process. The fee for this service will be established and added by addendum once sites and site layouts are determined.

Interior Design & FFE (Furniture, Fixtures, Equipment) Design

If the Owner desires. The architect will select furnishing, decor, & fixtures for the buildings. The architect will provide plans and specifications for these items for bidding and procurement by the City of Fayetteville. The fee for these services will be based on 8% of the cost of the fixtures specified.

Telecommunications, Data, Communications, Alarm System, Security, Access Control and Head-In S stem.

The back boxes and conduits in concealed spaces will be provided in the electrical engineering drawings for these systems. The owner and their service providers will need to tell the design team where these items will be located. Cost for this service is $0.00

Commissioning

Architect will hire Entegrity Energy Partners as the projects Commissioning Agent to fulfill the LEED pre-requisite for Commissioning. The fee for Basic Commissioning will be added by addendum when the project scopes are finalized.

3 points are available in the LEED process for Enhanced Commissioning. This is an optional service, which is not included in the current lump sum agreement but can be added once the project scopes are finalized.

LEED Certification Assistance

The architect will assist the owner in pursuit of LEED certification for the project. The architect will hire Entegrity Energy Partners for the project, who along with the architect will assist the owner in registering the projects with the USGBC. The architect and Consultant will facilitate LEED workshops for the proposed design and will provide plans and specifications to specify the LEED goals for the project. LEED Silver is the intended goal of the project at the time of this agreement. The fee for LEED certification services will be determined and added by addendum once the project scopes are finalized.

As Built Record Drawings

Per Appendix A - Scope of Services, MBLA will make changes to the original drawings, based on the General Contractor's marked-up as built drawings. The Fee for this scope of work will be $15,000 for the Fire Station and $25,000 for the Training Center.

Programming and Conceptual Design (Pre-Bond Election Services)

The Architect will conduct an interview and documentation exercise to develop a **Space Program** for the Training Center. The Architect will update the program of the Fire Station as well to facilitate any changes necessary to the prototype. This program exercise will be conducted for a fixed fee of $20,000.

The **Conceptual Design Phase** will consist of site layouts, building plans, and renderings to show the overall character of the buildings and proof test the program/site compatibility and budget appropriateness. The fee for this conceptual design phase will be equal to approximately ½ of the Schematic Design phase. This fee will be credited to the Schematic Design phase when the project commences upon bond approval.

Topographic Survey

The architect will hire Olsson, Inc. to provide a topographic survey of the project sites. The fee for this service will be determined and added by addendum once the sites are selected and project scopes are finalized.

Hourly Rates

Principal	$240.00 per hour
Sr. Project Architect	$195.00 per hour
Specification Writer	$195.00 per hour
Director of Urban Design	$195.00 per hour
Interior Architect	$175.00 per hour
Architect III	$175.00 per hour
Architect II	$165.00 per hour
Project Manager/BIM	$165.00 per hour
Interior Designer	$155.00 per hour
Architect I	$145.00 per hour
Administrative	$ 80.00 per hour

CITY OF FAYETTEVILLE ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 25-01, Engineering & Architectural Services
DEADLINE: Wednesday, December 18, 2024 before 2:00 PM, local time
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 11/24/2024

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

REQUEST FOR STATEMENTS OF QUALIFICATION
RFQ 25-01, Engineering & Architectural Services

It is the intent for the accepted responses of this solicitation to be considered for all engineering and architectural selections for 2025.

The City may select engineers and architects for bond projects from this RFQ as well as projects related to funding received at the Federal level.

The City reserves the right to issue a separate RFQ at any time for any job specific engineering and/or architectural selection.

All Statements of Qualification shall be submitted through the City's electronic platform at http://fayetteville-ar.gov/bids. OR by submitting a sealed, physical Statement of Qualification to the City of Fayetteville, Purchasing Division at the below location. LATE QUALIFICATIONS WILL NOT BE ACCEPTED.

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

All statements of qualification 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. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 25-01, Engineering & Architectural Services

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2025 street, drainage, bridge, water & sewer, trails, parks, and other projects.

All statements shall be received by **Wednesday, December 18, 2024 before 2:00 PM, local time** utilizing the City's electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at www.fayetteville-ar.gov/bids. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

Forms & addendums can be downloaded from the City's electronic portal at http://fayetteville-ar.gov/bids. All questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Interested parties shall be registered with the Arkansas Secretary of State.

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

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 11/24/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Vendor References	12
SECTION C: Summary Form	13
SECTION D: Signature Submittal	14
Appendix A: City Standard Federal Contract Provisions	17

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

   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 this document as equal to statement of qualification (SOQ).

   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 http://fayetteville-ar.gov/bids and follow the prompts to submit a statement of qualification within the electronic platform. **Physical submittals are not allowed for this RFQ.**

      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 documents submitted through the electronic portal shall be standard page size of 8 ½" x 11". 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 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 responders will be available as selections will be made all year for various projects.

   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 may 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 in the electronic bidding platform.

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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.

h. The City of Fayetteville intends on utilizing the received proposals for applicable 2025 engineering, architectural, and land surveying projects. Projects believed to be under $35,000 by the City will be selected by the Department/Division head in accordance with the presented selection criteria in this RFQ. Projects expected to exceed $35,000 shall be voted on by the selection committee and any related contract exceeding $35,000 shall require formal authorization by the Fayetteville City Council.

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

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 responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.

b. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic bidding platform.

10. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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.

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."

Appendix B
RFQ 25-01; Selection 15
City Issued RFQ

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 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.

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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 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.

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.

21. 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.

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.

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

a. 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.

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

c. 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.

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

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

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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.

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 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 City of Fayetteville.

l. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

26. INSURANCE:

a. Any project selected under this RFQ shall require professional liability insurance in the amount of $1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

27. ATTACHMENTS:

a. Appendix A: City Standard Federal Contract Provisions

28. 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 the 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 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: Price shall not be a considered factor used to select a vendor. 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. Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.

Appendix B
RFQ 25-01, Section 15
City Issued RFQ

END OF SECTION A: GENERAL TERMS AND CONDITIONS

SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

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

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

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

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

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

This form MUST be completed and returned in order for your proposal to be eligible for consideration.

_____ Airport
_____ Architecture
_____ Bridges
_____ Carbon Sequestration Analysis
_____ Civil/Structural Design
_____ Climate Resilience Analysis
_____ Construction Administration
_____ Drainage Design, Analysis, & Planning
_____ Ecosystem Services Analysis
_____ Environmental Analysis, Remediation & Permitting
_____ Environmental Water Services
_____ Floodplain Services
_____ GIS Mapping
_____ Geotechnical Engineering
_____ Historical Architecture/Structures
_____ Hydrology
_____ Grant Writing Services
_____ Impact Fee Studies
_____ Independent Fee Estimates
_____ Interior Design
_____ Landscape Architecture
_____ LEED/Sites Certification
_____ Lighting Design
_____ Master Planning: Arts/Culture
_____ Master Planning: City/Government
_____ Master Planning: Parks
_____ Master Planning: Streets
_____ Master Planning: Wastewater
_____ Master Planning: Water
_____ Mechanical, Electrical, & Plumbing
_____ Natural Resource/Conservation Planning
_____ Parks: Urban Forestry Planning
_____ Parks: Land Dedication Fees Consultant
_____ Parks: Aquatics Consultant
_____ Site Utility
_____ Studio Design
_____ Storm Water Management
_____ Stormwater Modeling
_____ Stormwater Design
_____ Stream Restoration
_____ Structural Design
_____ Surveying
_____ Sustainability Design
_____ Testing Services: Soil/Materials
_____ Traffic Studies
_____ Utility Asset Inspections
_____ Value Engineering
_____ Wastewater Design
_____ Wastewater Management
_____ Wastewater Modeling
_____ Wastewater SSES
_____ Watershed Studies
_____ Water/ Sewer Rate Studies
_____ Water Audit Services
_____ Water Design
_____ Water Management
_____ Water Modeling
_____ Water Quality Monitoring
_____ Wetlands

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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 are 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 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 contract award.

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.

RFQ 25-01, Selection 15
Appendix B
City Issued RFQ

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 where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone Number: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating in 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:

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ SAM UEI#: _____

ARKANSAS SECRETARY OF STATE FILING # : _____

PHONE : _____ FAX : _____

E-MAIL : _____

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

SIGNATURE : _____

PRINTED NAME : _____

TITLE: _____ DATE: _____

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

END OF SECTION D: SIGNATURE SUBMITTAL

Appendix A: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
CODE OF FEDERAL REGULATIONS
TITLE 2 – GRANTS AND AGREEMENTS
PART 200, APPENDIX II

Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf

Contractors and vendors shall comply with the following federal guidelines, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a "non-Federal entity" in this section shall mean the City of Fayetteville, AR. Language in this Appendix shall override and supersede any language contained in the bid documents. All parties shall understand the terms "vendor" and "contractor" may apply to a design firm, construction contractor and/or sub-contractor. Language in this appendix shall apply as it is applicable to federal law. Design firms shall incorporate all applicable federal language into bid specifications, qualification requirements and contract documents prepared for City of Fayetteville projects.

1. Simplified Acquisition Threshold: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination for Cause and Convenience

    a. The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to the vendor of the intent to cancel, or with cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if funds under federal award, number are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the vendor's records.

    a. Failure of the vendor to comply with any of the provisions of this 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.

    b. 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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

3. Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b)
    a. During the performance of this contract, the vendor agrees as follows:
        (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.

(4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

a. Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency, the vendor may request the United States to enter into such litigation to protect the interests of the United States.

b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of vendors and sub vendors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon vendors and sub-vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. Subcontracts. Each nonexempt prime vendor or sub-vendor shall include the equal opportunity clause in each of its nonexempt subcontracts.

c. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

d. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the vendor is written.

e. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction'')
   a. See also 2 C.F.R. Part 200, Appendix II, ¶ D.
   b. In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendor must be required to pay wages not less than once a week.
   c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
      i. **Contractor's on projects shall reference the appendices containing Wage Determination Numbers and dates.**

5. **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
   a. Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
      i. The 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 this contract.
      ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

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.

iii. Breach. 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.

6. Contract Work Hours and Safety Standards Act

a. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on 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.

c. 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.

d. Compliance with the Contract Work Hours and Safety Standards Act

ii. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

iv. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

7. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding 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 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 Agreements," and any implementing regulations issued by the awarding agency.

Appendix B
RFQ 25-01, Selection 15
City Issued RFQ

8. **Clean Air Act** 42 U.S.C. 7401**:** Contracts in excess of $150,000 shall comply with the following related to the Clean Air Act
    a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
    b. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    c. The vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance funding.

9. **Federal Water Pollution Control Act:** Contracts in excess of $150,000 shall comply with the following related to the Federal Water Pollution Control Act
    a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
    b. The vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    c. The vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

10. **Debarment and Suspension (Executive Orders 12549 and 12689)**
    a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor/contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
    b. A contract award (per 2 CFR 180.220) shall not be made to parties listed on the governmentwide 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 1986 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.
    c. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
    d. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
    e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. **Byrd Anti-Lobbying Amendment** 31 U.S.C. § 1352 **(as amended)**
    a. Vendor's who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies 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 shall 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 recipient.

12. **Procurement of recovered materials** (§ 200.323)
    a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors and vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Appendix B
RFQ 26-01, Selection 15
City Issued RFQ

Recovery Act. The requirements of Section 6002 include 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Prohibition on certain telecommunications and video surveillance services or equipment (§ 200.216)
    a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
        i. Procure or obtain;
        ii. Extend or renew a contract to procure or obtain; or
        iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
            (1) 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).
            (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
            (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.
    b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
    c. See Public Law 115-232, section 889 for additional information.
    d. See also § 200.471.

14. Domestic preferences for procurements (§ 200.322)
    a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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 requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
    b. For purposes of this section:
        i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
        ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

RFQ 25-01, Selection 15
Appendix B
City Issued RFQ

RFQ 25-01 Addendum 1
MBL Architecture
Miller, Boskus & Lack Architects, P.A.
Supplier Response

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Event Information

Number: RFQ 25-01 Addendum 1
Title: Engineering and Architectural Services
Type: Request for Qualifications
Issue Date: 11/24/2024
Deadline: 12/18/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2025 street, drainage, bridge, water & sewer, trails, parks, and other projects. Any questions regarding this solicitation process shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent 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

MBL Architecture Information

Contact: Lori Moss
Address: 2397 N, Green Acres Rd
Fayetteville, AR 72703
Phone: (479) 443-7121
Email: lori@mbl-arch.com
Web Address: www.mbl-arch.com

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

Audy G. Lack
Signature

audy@mbl-arch.com
Email

Submitted at 12/18/2024 12:00:57 PM (CT)

Requested Attachments

RFQ 25-01, Engineering and Architectural Services

2024 City of Fayetteville RFQ 25-01.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

Appendix C
RFQ 25-01 Selection 15
MBL's Proposal

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Statement of Qualifications

RFQ 25-01, Engineering & Architectural Services

December 18, 2024

Prepared for:

CITY OF FAYETTEVILLE ARKANSAS

MBL

ARCHITECTURE PLANNING INTERIORS

MBL
ARCHITECTURE PLANNING INTERIORS

December 18, 2024

Amanda Beilfuss
Sr. Purchasing Agent
City of Fayetteville
113 W. Mountain, Room 306
Fayetteville, Arkansas 72701

RFQ 25-01, Engineering and Architectural Services

Dear Ms. Beilfuss:

We are very pleased to submit our statement of qualifications for upcoming projects at the City of Fayetteville. We believe our diversity of experience makes us an outstanding candidate for any upcoming projects requiring Architectural Design. As you will see in the following material, we have a great deal of expertise in office buildings and recreation facilities, as well as urban master planning. We are honored to be the Architect for the City's new Fire Station Prototype and to implement this into Stations 8, 9, and 2. Similarly, we appreciated serving the City of Fayetteville through the Public Private partnership of the West Street Garage and currently, the expansion of the Yvonne Richardson Center.

From experience, we know the most successful projects happen when the entire project team works closely together to deeply understand, clearly define, and fully realize the needs, goals, and values of the client and all of their stakeholders. We are dedicated to fostering that kind of project-first approach with the City. We will commit the expertise and time your project deserves to realize its full potential, including principal-level involvement through all phases of any project. We will promote communication and collaboration among our project team and each of the City's representatives.

We are confident our project experience, approach, and familiarity with the City of Fayetteville makes our team an exceptional candidate. We value the relationships we have with the City and look forward to continuing to work together to achieve terrific results.

Respectfully,

Audy G. Lack, AIA, LEED™ AP - Principal

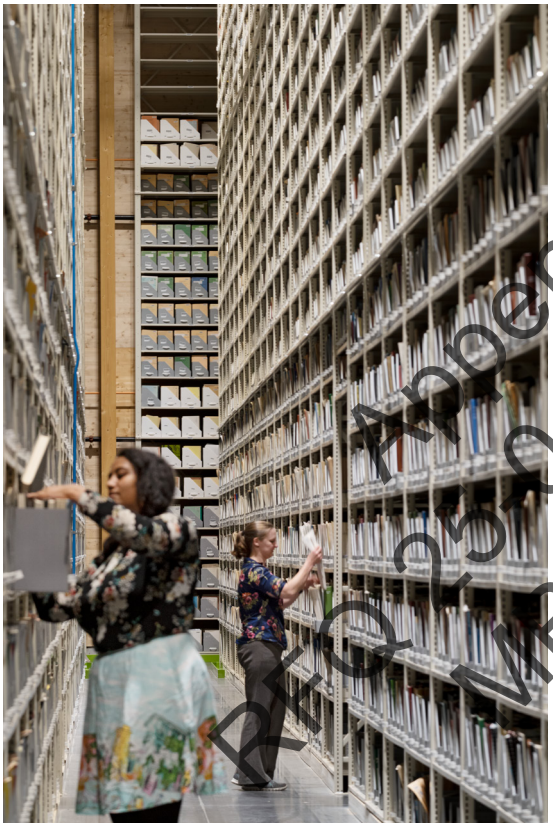
Appendix C
RFQ 25-01 Selection 15
MBL's Proposal

MBL Architecture | Planning | Interiors 2397 N. GREEN ACRES ROAD, FAYETTEVILLE, AR 72703 479.841.4156
AUDY@MBL-ARCH.COM

MBL
ARCHITECTURE PLANNING INTERIORS

Executive Summary

THE DESIGN TEAM OF MBL ARCHITECTURE IS ASSEMBLED TO PROVIDE THE BEST POSSIBLE ARCHITECTURAL PRODUCT FOR THE CITY OF FAYETTEVILLE. WE WILL HAND-PICK OUR BEST STAFF WITH SPECIFIC RELEVANT EXPERIENCE RELATED TO ANY PROJECT. TO INSURE WE ARE ABLE TO BRING YOU THE HIGHEST AND BEST KNOWLEDGE IN THE INDUSTRY, WE WILL ENGAGE CONSULTING ARCHITECTS OR ENGINEERS WHEN NECESSARY. OUR TEAM IS AVAILABLE, COMMITTED AND READY TO START.



Whether you're an early bird or a night owl, we've got a little something for everyone.

In Fayetteville, authenticity isn't just a value, it's a feeling. And you feel it as soon as you get here. Whether you are soaking in the nightlife on Dickson Street or spending the day exploring the city by bike, you'll find an authentic experience around every corner.

- Experience Fayetteville -

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

PROJECT APPROACH

Workload - Our team has an established track record of meeting schedules, with well-defined project and business management systems. MBL Architecture is a well established practice in the community with ample resources and staff to complete any project the City requires.

Diversity of Experience - We bring a strong portfolio of diverse projects to our proposal for the City of Fayetteville. We have extensive work for the private sector and various municipalities, both regionally and nationally. This specific project experience will help us move your projects forward to a higher level of design and function than ever thought possible.

Communication = The Foundation for Design - At the heart of our methodology is the belief that good design is a direct representation of the buildings' owners and users. As a work of art, a building should convey a message about the stakeholders involved. We believe the best pathway to a successful project is strong, organized communication and an interactive design process. We propose any project start with a Project Start-Up Meeting with all stakeholders present. We have extensive experience facilitating these meetings and have found this to be a great way to understand the project goals before we start designing. It is a lot easier to get to where we want to be if we start the journey in the right direction.

MBL

ARCHITECTURE PLANNING INTERIORS

BIM and THREE DIMENSIONAL VISUALIZATION - Our design team works three dimensionally from conceptualization through construction drawings. This enables us to present our design ideas in easy to understand three-dimensional images. We will present three-dimensional images throughout the project to update the administration and the community.

CONSTRUCTION DOCUMENTS AND BIDDING - Our live model not only allows for owner design reviews, but also enables our team to carefully coordinate our construction documents prior to bidding the project. Our team utilizes this tool to prepare detailed plans and specifications for the bidding process, and for review by state and local agencies.

CONSTRUCTION ADMINISTRATION - Our local team is nestled in the center of this great city. This will allow us to be on site often and quickly when needed. We have overseen construction of millions of square feet of space throughout Northwest Arkansas and our reputation for providing excellence in design and construction administration is outstanding.

SUCCESS - We have been a part of the growth of Northwest Arkansas and the City of Fayetteville. We have successfully designed large projects on time and within budget on the campus' of Northwest Arkansas' largest employers such as Walmart, J.B. Hunt and the University of Arkansas. We feel very fortunate to have built many great relationships in the City. We look forward to a great feeling of success when you move into a building you love and one which enhances your mission.

RFQ 25-01, Selection 15
Appendix C
MBL's Proposal

City of Fayetteville, AR
RFQ 25-01, Engineering & Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Miller Boskus Lack Architects, P.A. d/b/a MBL Architecture

NUMBER OF YEARS IN BUSINESS: 26 HOW LONG IN PRESENT LOCATION: 19

TOTAL NUMBER OF CURRENT EMPLOYEES: 18 FULL TIME 1 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 18 FULL TIME 1 PART TIME

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

1. J.B. Hunt Transport Services, Inc.
COMPANY NAME

Lowell, Arkansas 72745
CITY, STATE, ZIP

Nick Hobbs
CONTACT PERSON

479-820-7978
TELEPHONE

None
FAX NUMBER

Nick.Hobbs@jbhunt.com
E-MAIL ADDRESS

2. University of Arkansas - Fayetteville
COMPANY NAME

Fayetteville, Arkansas 72701
CITY, STATE, ZIP

Jay Huneycutt
CONTACT PERSON

479-575-3851
TELEPHONE

479-575-7284
FAX NUMBER

hjhuney@uark.edu
E-MAIL ADDRESS

3. City of Springdale, AR
COMPANY NAME

Springdale, Arkansas 72764
CITY, STATE, ZIP

Mayor Doug Sprouse
CONTACT PERSON

479-750-8114
TELEPHONE

479-750-8559
FAX NUMBER

dsprouse@sprindalear.gov
E-MAIL ADDRESS

4. Fellowship Bible Church of NWA
COMPANY NAME

Rogers, Arkansas 72756
CITY, STATE, ZIP

John Marquette
CONTACT PERSON

479-659-3611
TELEPHONE

None
FAX NUMBER

jomarquette@fellowshipnwa.org
E-MAIL ADDRESS

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

ARCHITECTURE PLANNING INTERIORS

City of Fayetteville, AR
RFQ 25-01, Engineering & Architectural Services
SECTION C: 2025 Annual Statement of Qualifications Summary Form

SUMMARY STATEMENT: Miller Boskus Lack Architects, P.A. d/b/a MBL Architecture

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

This form MUST be completed and returned in order for your proposal to be eligible for consideration.

	Airport		Natural Resource/Conservation Planning
X	Architecture		Parks: Urban Forestry Planning
	Bridges		Parks: Land Dedication Fees Consultant
	Carbon Sequestration Analysis		Parks: Aquatics Consultant
	Civil/Structural Design		Site Utility
	Climate Resilience Analysis	X	Studio Design
X	Construction Administration		Storm Water Management
	Drainage Design, Analysis, & Planning		Stormwater Modeling
	Ecosystem Services Analysis		Stormwater Design
	Environmental Analysis, Remediation, & Permitting		Stream Restoration
	Environmental Water Services		Structural Design
	Floodplain Services		Surveying
	GIS Mapping	X	Sustainability Design
	Geotechnical Engineering		Testing Services: Soil/Materials
	Historical Architecture/Structures		Traffic Studies
	Hydrology		Utility Asset Inspections
	Grant Writing Services	X	Value Engineering
	Impact Fee Studies		Wastewater Design
	Independent Fee Estimates		Wastewater Management
X	Interior Design		Wastewater Modeling
	Landscape Architecture		Wastewater SSES
X	LEED/Sites Certification		Watershed Studies
	Lighting Design		Water/ Sewer Rate Studies
	Master Planning: Arts/Culture		Water Audit Services
X	Master Planning: City/Government		Water Design
X	Master Planning: Parks		Water Management
	Master Planning: Streets		Water Modeling
	Master Planning: Wastewater		Water Quality Monitoring
	Master Planning: Water		Wetlands
	Mechanical, Electrical, & Plumbing		

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

MBL
ARCHITECTURE PLANNING INTERIORS

City of Fayetteville, AR
RFQ 25-01, Engineering & Architectural Services
SECTION D: Signature Submittal

1. DISCLOSURE INFORMATION

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

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

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

_____1) NO KNOWN RELATIONSHIP EXISTS

__X__2) RELATIONSHIP EXISTS (Please explain): Ashley Mauldin-MBL Employee - spouse of Fayetteville Firefighter Tom Bevis; Lori Moss-MBL Employee - mother-in-law to Fayetteville Fire Department Assistant Chief Rusty Hulse

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 are 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 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 contract award.

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.

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

ARCHITECTURE PLANNING INTERIORS

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 where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: Miller Boskus Lack Architects, P.A. d/b/a MBL Architecture

Name of Primary Contact: Audy G. Lack

Title of Primary Contact: Principal

Phone Number: 479-443-7121 (office); 479-841-4156 (mobile)

E-Mail Address: audy@mbl-arch.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Audy G. Lack	12-5-2024

4. DEBARMENT CERTIFICATION:

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

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

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

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

ARCHITECTURE PLANNING INTERIORS

5. SIGNATURE SUBMITTAL:

COMPANY: Miller Boskus Lack Architects, P.A. d/b/a MBL Architecture

PHYSICAL ADDRESS: 2397 N Green Acres Road, Fayetteville, Arkansas 72703

MAILING ADDRESS: 2397 N. Green Acres Road, Fayetteville, Arkansas 72703

TAX ID#: 71-0813173 SAM UEI#: _____

ARKANSAS SECRETARY OF STATE FILING # : 100159788

PHONE : 479-443-7121 FAX: None

E-MAIL : audy@mbl-arch.com

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

SIGNATURE : _____

PRINTED NAME : Audy G. Lack

TITLE: Vice President - Principal DATE: 12-18-2024

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

END OF SECTION D: SIGNATURE SUBMITTAL

MBL
ARCHITECTURE PLANNING INTERIORS

Firm Profile

Our firm was founded by three principals, Steven B. Miller, Roger A. Boskus and Audy G. Lack. MBL Architecture is the descendant of a 70-year old firm originating in 1954.

We operate under the principle that service to the client is the foundation of architecture and interior design. A crucial aspect of our job is determining the client's needs and desires and translating them into a cost effective and enduring design solution.

The firm has established an excellent reputation with owners and contractors across the country while designing buildings of many divergent types and complexity levels. Projects designed by the firm include: municipal facilities, educational facilities, commercial buildings, healthcare facilities, mission critical facilities, shopping centers, restaurants, churches, industrial buildings, and exclusive custom residences.

Our staff includes 10 architects (4 LEED™ AP), 4 intern architects, 2 CAD draftsmen, 1 office manager and 1 administrative assistant.

Additionally, MBL Architecture has the most advanced computerized design and drafting system available today. All architectural design, presentation and construction documents are prepared in 3-dimensional form, (building information modeling), using the most current software and equipment. We are completely AutoCAD and Windows compatible. We also enjoy the benefits of web-based communications and management.

MBL Architecture offers a full range of interior design services. Our services include space planning, furniture selection and arrangement, material color selections and retail merchandising displays.

Our firm has performed interior design services for healthcare facilities, corporate offices, restaurants and retail displays. Some examples of our work include Shogun Steakhouse of Japan, The River Grille, Nelms Auto Park (now Fayetteville Auto Park), Northwest Arkansas Business Center, JB Hunt Corporate Offices and Beau Terre Office Park.

Appendix C
RFQ 25-01, Selection #5
MBL's Proposal

+ ARCHITECTURE

- COMPLETE ARCHITECTURAL SERVICES
- FACILITIES ASSESSMENTS
- SCHEMATIC FACILITY PLANNING
- FULL COLOR ARCHITECTURAL PRESENTATIONS
- BUILDING INFORMATION MODELING
- 3-D COMPUTER GENERATED PRESENTATIONS
- COMPUTER FACILITY DOCUMENTATION
- SCALE MODEL BUILDING
- LEED™ CERTIFICATION SERVICES

+ PLANNING

- SITE SELECTION AND EVALUATION
- MASTER PLANNING
- URBAN PLANNING

+ INTERIOR DESIGN

- INTERIOR SPACE PLANNING
- INTERIOR DESIGN SERVICES

+ CONTACT Audy Lack audy@mbl-arch.com

MBL

ARCHITECTURE PLANNING INTERIORS

MBL Architecture has a long history of sustainable and environmental design and fully embraces LEED™ certification as a way to promote and showcase our client's commitment towards a healthy environment. MBL offers full design, coordination, and documentation services associated with achieving LEED™ Certification.

Our firm endeavors to balance environmental accountability, resource efficiency, occupant well-being and comfort, and community sensitivity in every design. We have a long history of implementing "green" practices. Green design starts with efficient and sensitive use of site, encompasses building and building sysem design, is embodied in interior finishes, and comes to fruition in day-to-day building operations. During each step of the process, we strive to satisfy the client's needs while providing the "greenest" solution possible.

MBL Architecture realizes the need to help visualize design intent to our clients. We can provide expert illustration services to meet your marketing and design needs. MBL provides cutting edge Design and Marketing Interactive Tools, such as 360 Panoramas and Animation Virtual Tours. With an extensive amount of detail, MBL provides renderings that meet your exact specifications. We can take an existing computer model the client currently has and import it into our software or we can work from your sketches to develop a model for renderings or animations. Renderings can be provided in a variety of file formats such as psd, tif, eps, jpg. Animations can be provided in mov, avi, wmv, ipod, iphone formats. All of the information can be transformed into a full-featured DVD which can be viewed on any DVD compatible device. There is no denying the impact of a visually striking, high quality computer animation or rendering. In competing for contracts, working on projects, or informing current clients on a facility's progress, you can make a statement about your company when utilizing the latest trends in CAD technology.

Building Information Modeling (BIM) is the process of generating and managing building data during its life cycle. Typically, it uses three-dimensional, real-time, dynamic building modeling software to increase productivity in building design and construction. The process produces the Building Information Model (BIM), which encompasses building geometry, spatial relationships, geographic information and quantities and properties of building components. MBL Architecture also utilizes the latest technology in EcoDesign. This allows MBL to perform quick energy evaluation of our design. The Building Energy Evaluation Report provides instant design feedback by providing information on the energy efficiency of the building and the applied structures, the yearly energy consumption, carbon footprint and monthly energy balance of the project. This is done early during the design phase which helps MBL optimize the design by understanding the energy performance implications of our design alternatives, thus allowing for a more sustainable building for our clients. Using the latest in BIM technology, MBL can also provide high-end rendering and animations for marketing, color and material selections or just to convey the design content.

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

MBL
ARCHITECTURE PLANNING INTERIORS

Project Experience

REPRESENTATIVE ON-CALL CLIENTS

Brough Remodel - Starbucks
University of Arkansas - Fayetteville

Fountain Plaza Office | Retail
- photo

Fellowship Bible Church
Fayetteville, Arkansas
- Liam Frederick Photo

Country Club Plaza - Retail Center
Collier's International - Rogers, Arkansas
- Liam Frederick photo

Office Interior
Park Centre - Fayetteville

J.B. Hunt Maintenance Facility
- prototype

JB Hunt Transport

University of Arkansas | Facilities Management

Beau Terre Office Park

Park Centre Office & Retail

Fountain Plaza Office & Retail

Collier's International

Fellowship Bible Church of Northwest Arkansas

Appendix C
RFQ 25-01, Selection
MBL's Proposal

MBL

ARCHITECTURE PLANNING INTERIORS

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Fayetteville Fire Station #9
Fayetteville, Arkansas

MBL

ARCHITECTURE PLANNING INTERIORS

RFQ 25-01, Selection 15
Appendix C
MBL's Proposal

Springdale Fire Stations
Springdale, Arkansas

MBL

ARCHITECTURE PLANNING INTERIORS

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

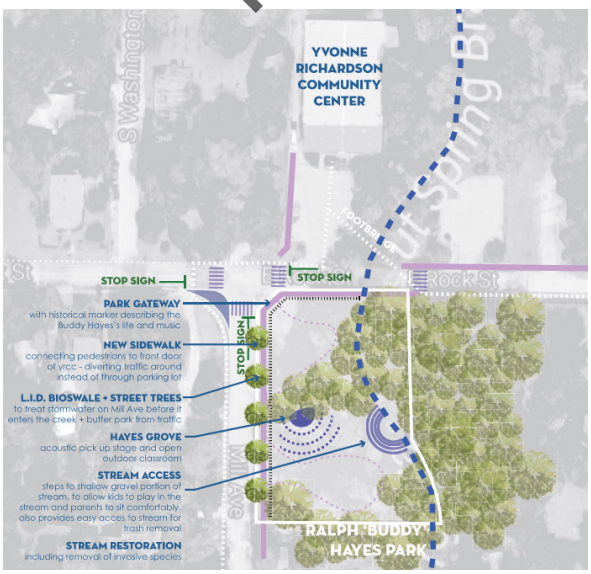
Siloam Springs Fire Station No. 2 | Remodel
Siloam Springs, Arkansas

MBL
ARCHITECTURE PLANNING INTERIORS

Appendix C
RFQ 25-01 Selection 15
MBL's Proposal

Yvonne Richardson Community Center
Fayetteville, Arkansas

With a completion date of Spring of 2025, this project is an addition to the existing 9,500 s.f. facility and will be paid for with funds from the 2018 Municipal Bond as well as matching donations.



MBL
ARCHITECTURE PLANNING INTERIORS

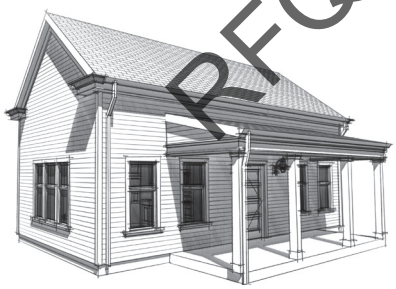
BRYAN, TEXAS PRE-APPROVALS

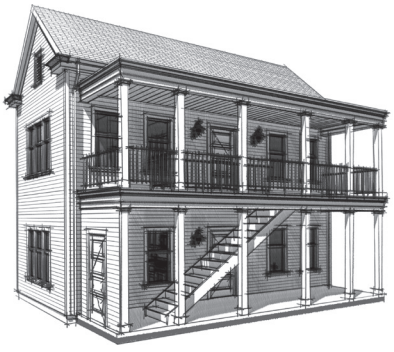
PRE-APPROVED BUILDINGS for Bryan, TX

MBL led a cross-disciplinary planning team in the development of a comprehensive vision for over two square miles, covering several distinct districts between the Bryan Texas downtown, and Texas A&M University. The plan, which won a national award from the Congress for the New Urbanism in 2020, is both vast in scope and incredibly detailed in its recommendations. Deliverables included definition of and detailed policy direction for five different “experience districts”, along with preliminary designs for catalytic projects and capital improvements within each district. As a preliminary step, the team completed a thorough market economics and demographics study. Following four large public meetings, and months of works sessions with stakeholders, the team proposed a host of new zoning and development ordinances for the area, which were officially adopted in May of 2020.Among several innovative ideas, the Midtown Pattern Zone stands out. This first-in-the-nation zoning and economic development tool dramatically lowers barriers to missing middle housing by pre-approving complete building designs on a parcel-by-parcel basis within the study area. The process will encourage a new class of would-be developers to actively engage in the improvement of their own neighborhoods by completely eliminating some of the most time-consuming, costly, and confusing parts of the design and entitlement process.

Client
Randy Haynes, AICP LEED
City of Bryan Planning Manager
Rhaynes@bryantx.gov
979.209.5030

RFQ 25-01 , Selection 15
Appendix C
MBL's Proposal





CONGRESS FOR THE NEW URBANISM
Charter Awards
2020
Award of Merit, Emerging Projects: Pattern Zone for Bryan Texas

MBL

ARCHITECTURE PLANNING INTERIORS

COBBLESTONE FARMS

Cobblestone Farms is an upcoming community designed to bring high quality, walkable, affordable housing to West Fayetteville. Currently in the *Large Scale Development* process, the development team hopes to begin construction within the year.

Working in collaboration with Anthology Real Estate, Strategic Realty, New Heights Church, The Potter's House, Excellerate Foundation, and community stakeholders, MBL Planning's cross diciplinary team has created a series of project-specific housing types, and assisted with the community masterplan to make this project a reality. Current plans call for over fifty rent-subsidized units ranging from one to four bedrooms. Visually identical market-rate housing will also be mixed in to the community, along with non-residential functions such as a community building, a working farm, green space, and future space for retail and office.

CLIENT CONTACT

Jim Petty
Strategic Realty
479-650-4108
jim@thesrc.com

RFQ 25-01, Selection 15
Appendix C
MBL's Proposal

MBL

ARCHITECTURE PLANNING INTERIORS

WALMART HOME OFFICE

MBL was proud to be the only local design firm engaged in what is likely to be a major legacy project for Northwest Arkansas: the new Walmart corporate campus in Bentonville AR. In partnership with Sasaki and Gensler, MBL was instrumental in creating a 50-year vision for the home office. MBL developed key concepts such as incorporating the Razorback Greenway through the heart of campus, and locating the campus on both sides of an urbanized 8th street. Managing Principal Roger Boskus was instrumental in seeing these critical concepts become a permanent part of the overall vision.

MBL's focus on high quality public spaces in and around 8th Street led in part to our selection as the architect for the campus's amenity buildings – which are heavily focused on this public way. In the coming years MBL's partnership with Walmart will add a central campus auditorium, food hall, welcome center, and other planned projects to the 8th Street corridor's already significant investments. Collectively, MBL's focus on community connected design will help make 8th Street a signature corridor for all of Northwest Arkansas.

MBL's expertise in zoning and development codes also led to a significant role in the development of a Planned Unit Development (PUD) submission for the entire campus. This critical document will provide entitlement for all current and future phases of the project, giving city leaders a sense of what to expect while providing Walmart with the flexibility it needs to adapt the campus to changing work climates.

Client
Joe Allbright
Walmart Stores, Inc.
479-250-5992
Joe.Allbright@walmart.com

RFQ 25-01, Selection 15
Appendix C
MBL's Proposal

Committed to strengthening public life. MBL's concept of running the Razorback Greenway through the heart of campus became a fundamental organizing principle for the overall master plan.

MBL

ARCHITECTURE PLANNING INTERIORS

Sam Walton Hall
Bentonville, Arkansas

RFQ 25-01, Selection 15
Appendix C
MBL's Proposal

MBL

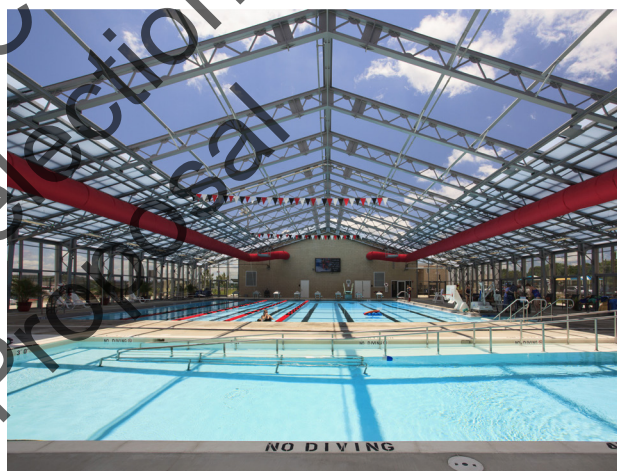
ARCHITECTURE PLANNING INTERIORS

Appendix C – Section 15
RFQ 25-01, Selection
MBL's Proposal

Walmart | Food Hall
Bentonville, Arkansas

MBL

ARCHITECTURE PLANNING INTERIORS



Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Clarksville Aquatic Center
Clarksville, Arkansas

The City of Clarksville, Arkansas Parks and Recreation Division has committed considerable effort and resources to community recreation facilities. The new state-of-the-art Aquatic Center offers a year around indoor / outdoor water park for the enjoyment of Clarksville and the surrounding communities. The indoor therapy pool is a big hit with the Senior Citizen crowd as well as the local Physical Therapy Providers. The eight lane twenty-five yard, competition grade, lap pool will serve several local swim teams and many lap swimmers, but will also be used for swim lessons and general recreation. With the retractable roof of the glass enclosed pool area, the environment can adapt to use in any season. The outdoor water park is enlivened with spray, play, and splash features to thrill children of all ages. Visitors can enjoy watching swim meets or having birthday parties in the glass enclosed second level above the concession / locker room area.

MBL

ARCHITECTURE PLANNING INTERIORS

Appendix C
RFQ 25-01 Selection 15
MBL's Proposal

Climb Bentonville
Bentonville, Arkansas

MBL

ARCHITECTURE PLANNING INTERIORS

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Fellowship Bible Church
Fayetteville, Arkansas

MBL

ARCHITECTURE PLANNING INTERIORS

LEED™ GOLD CERTIFIED

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Champions Hall | U of A Campus
Fayetteville, Arkansas

Miller Boskus Lack Architects, P.A. in association with SmithGroupJJR, has completed the new General Classroom and Teaching Lab Building on the University of Arkansas campus in Fayetteville, Arkansas, otherwise known as Champions Hall. This 62,000 sq.ft. building houses teaching laboratories for Biological Sciences, Classrooms and a Math Resources Tutoring Center. The new facility is located on the corner of Dickson and Duncan Avenue.

MBL

ARCHITECTURE PLANNING INTERIORS

LEED™ GOLD CERTIFIED

RFQ 2015 - 15
MBL - Proposed

Waterside Business Center
Fayetteville, Arkansas

The Waterside Business Center Building utilizes a sloping site to accommodate a remarkable three-story view towards Lake Fayetteville. This private, progressive, diverse, and growing company called for flexible spaces with future changes built in, a cozy company kitchen that can also accomodate meals for large groups, a multi-purpose and multi-functional great room, state-of-the-art conference and viewing rooms, exceptional occupant comfort, and environmental sensitivity. The Waterside building has been carefully integrated into the site and designed with LEED™ Silver Certification in mind. The new facility will provide bicycle storage, showers, stormwater management, cool room systems, water efficient landscaping, energy star-rated equipment, locally manufactured building products, and recycled materials. Each workstation has natural daylighting and ventilation to assure excellent indoor environmental quality and occupant comfort.

MBL
ARCHITECTURE PLANNING INTERIORS

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Bordinos
Fayetteville, Arkansas

The design of the Bordino's Building is a two-story in-fill project filling the entire site from edge to edge. As you drive down Dickson Street from College Avenue, the round canted glass entry expresses the dynamic nature of the patrons and fare. The first level is Bordinos, a 6,500 sq. ft. restaurant and bar. The bar fronting Dickson Street has French doors at one end opening to a small balcony, further connecting the bar to the street allowing live jazz music to escape the space. Centralized, to control natural light, the dining rooms are primarily lit from the ambient light spilling from light boxes which contain artifacts expressing the past, present and future of the locale to create the dark and romantic atmosphere desired. An 890 sq. ft. basement level of the original building on the site was preserved for additional storage and wine cellar space, boasting one of the largest wine selections in the state. The 6,000 sq. ft. second level has private dining/conference areas, suites, and office/lease space which open to covered balconies that overlook Dickson Street and Campbell Avenue further interjecting life to these streets and downtown area.

MBL

ARCHITECTURE PLANNING INTERIORS

RFQ 25-01, Selection
Appendix C
MBL's Proposal

Bentonville Brewing
Bentonville, Arkansas

MBL

ARCHITECTURE PLANNING INTERIORS

AIA MERIT AWARD

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

Brough Remodel - Starbucks | U of A Campus
Fayetteville, Arkansas

MBL
ARCHITECTURE PLANNING INTERIORS

Resumes & Eligibility

Audy G. Lack, III, AIA
Principal - LEED™ AP

Education:
•Bachelor of Architecture/1991/
University of Arkansas/
Fayetteville, Arkansas
•Summer Design Studio/1991/
Cooperative Education Program/
Massachusetts Institute of Technology/
Cambridge, Massachusetts

Professional Registrations:
•Registered Architect:
Arkansas/Illinois/Kansas/Louisiana
Mississippi/Missouri/New Mexico
Ohio/Tennessee/Texas/Wisconsin

Professional Affiliations:
•American Institute of Architects
•National Council of Architecture
Registration Board
•Urban Land Institute
•United States Green Building Council

Community Service:
•Planning Commission/City of
Fayetteville, Arkansas, 2005 - 2011
Chair 2009 - 2011
•Chair - Downtown Development
District Architectural Standards
Creation Committee
•Executive Board/Christian Life
Cathedral/Fayetteville, Arkansas

Fellowship Bible Church of Northwest Arkansas
Fayetteville, Arkansas

Dickson & West Parking Deck
Fayetteville, Arkansas

Professional Background:
• Partner, Miller Boskus Lack Architects, Fayetteville, Arkansas - July 1998 to Present
• Project Manager, Hiegel-Miller Architects, Springdale, Arkansas - 1996 - July 1998
• Designer/Project Manager, Perry L. Butcher and Associates Architects, Rogers, Arkansas, 1993
• Project Manager, The Helms Group Architects, Rogers, Arkansas, 1992

Project Experience:
Commercial:
• Dickson & West Parking Deck, Fayetteville, Arkansas
• Yvonne Richardson Community Center, Fayetteville, Arkansas
• Fayetteville Fire Stations #8 and #9, Fayetteville, Arkansas
• Springdale Fire Stations #7, #8 and #9, Springdale, Arkansas
• Bentonville Brewing, Bentonville, Arkansas
• Ozark Community Center, Police Station & Fire Station, Ozark, Arkansas
• Arvest Data Center, Lowell, Arkansas
• Mt. Sequoyah Clapp Renovation, Fayetteville, Arkansas
• FPEC Addition, Springdale, Arkansas
• Climb Bentonville, Bentonville, Arkansas
• Metro Market Plaza, Bentonville, Arkansas
• Sunrise Guitars, Fayetteville, Arkansas
• Adventure Subaru, Fayetteville, Arkansas
• NanoMech Expansion, Springdale, Arkansas
• Springdale Airport Renovations, Springdale, Arkansas
• Tier IV Data Center Additions and Renovations, Arkansas
• Tier IV Data Center Additions and Renovations, Missouri
• Clarksville Aquatic Facility, Clarksville, Arkansas
• Bentonville CATS Aquatic Facility, Bentonville, Arkansas
• Shoppes at the Mill Retail Center, Johnson, Arkansas
• Premier Plaza, Fayetteville, Arkansas
• Arvest Bank Tontitown Branch, Tontitown, Arkansas
• Arvest Bank, Emma Branch Renovations, Springdale, Arkansas
• Arvest Bank, Springdale South Branch Renovation, Springdale, Arkansas
• Frank Fletcher Honda, Bentonville, Arkansas
• Frank Fletcher Chevrolet, Springdale, Arkansas
• Wal-Mart, Sam's Main Office Remodel, Bentonville, Arkansas
• Wal-Mart Office Addition #2, Bentonville, Arkansas
• Wal-Mart Sam's Annex Office Addition, Bentonville, Arkansas
• Wal-Mart Fitness Center Expansion, Bentonville, Arkansas
New Aquatic Facilities, New Tennis and Racquetball Facilities, Weight Room Addition
• Wal-Mart Sam Walton Development Complex Renovation, Bentonville, Arkansas
• Wal-Mart Home Office Expansion, Bentonville, Arkansas
•Wal-Mart Star Complex, Anderson, Missouri
• Transplace Office Building and Data Center, Lowell, Arkansas
• Northwest Arkansas Business Center, Lowell, Arkansas
• Nelms Honda, Fayetteville, Arkansas
• Nelms Lincoln-Mercury, Fayetteville, Arkansas
• Nelms Acura, Fayetteville, Arkansas
• Nelms Chevrolet, Fayetteville, Arkansas
• Nelms Site Planning, Fayetteville, Arkansas
• Nelms Used Cars, Fayetteville, Arkansas
• Nelms Body Shop, Fayetteville, Arkansas
• Denny's Restaurant, Springdale, Arkansas
• Denny's Restaurant, Fayetteville, Arkansas

Master Planning:
• Mt. Sequoyah Master Plan, Fayetteville, Arkansas
• Northwest Arkansas Business Center, Lowell, Arkansas
• Lincoln Public Schools, Lincoln, Arkansas
• Gospel Light Baptist Church, Hot Springs, Arkansas

Religious:
• Fellowship Bible Church of Northwest Arkansas, Bentonville, Arkansas
* Wesley Foundation, University of Arkansas Campus, Fayetteville, Arkansas
• Fellowship Bible Church of Northwest Arkansas, Fayetteville, Arkansas
• Westside Church of Christ, Springdale, Arkansas
• St. Luke MIssionary Baptist Church, North Little Rock, Arkansas
• Central United Methodist Church, Fayetteville, Arkansas
• First Baptist Church, Fayetteville, Arkansas
•Keypoint Church, Springdale, Arkansas
• Revival Temple, Walker, Louisiana
• South Baton Rouge Church of Christ, Baton Rouge, Louisiana
• Gospel Light Baptist Church, Rio Rancho, New Mexico
• Rogers Christian Church New Sanctuary and Multipurpose Building, Rogers, Arkansas
• Christian Life Cathedral Chapel, New Office Building, Youth Building and Interior Renovations,
Fayetteville, Arkansas
• Faith Free Will Baptist Church Addition, Springdale, Arkansas

Educational:
* Arkansas Tech University Student Union & Recreation Center, Russellville, Arkansas
* University of Arkansas HPER Spin Room, Fayetteville, Arkansas
• University of Arkansas NIH Grant Proposals, Fayetteville, Arkansas
• University of Arkansas Fieldhouse Renovation Study, Fayetteville
• University of Arkansas Jean Tyson Child Development Research Center, Fayetteville, Arkansas
• Lincoln Schools P.E. Gymnasium, Lincoln, Arkansas

RFQ 25-01 Appendix C
MBL's Section 15 Proposal

MBL

ARCHITECTURE PLANNING INTERIORS

Roger A. Boskus II, AIA

Principal

Education:

•Bachelor of Architecture 1993
University of Arkansas
Fayetteville, Arkansas;
•Study Abroad Rome Design Studio
1992 Rome, Italy

Professional Registrations:

•Registered Architect:
Alabama/Arkansas/Colorado
Florida/Georgia/Indiana/Kentucky
Louisiana/Michigan/Nebraska
North Carolina/Oklahoma
Pennsylvania/South Dakota

Professional Affiliations:

•American Insititue of Architects
•National Council of Architecture
Registration Board

Community Service:

•University of Arkansas School of
Architecture Advisory Board
•University of Arkansas Volunteer
Coach for Intramural Water Ski Team
•Restore Humanity Board Member

Lectures/Seminars:

•2007 Geriatric Services Conference
and Fair: Design Trends in Senior Care
•2008 Schmieding Center Conference:
Options in Senior Care--Universal
Design Panel Member

Shogun Restaurant
Fayetteville, Arkansas

Champions Hall - University of Arkansas
Fayetteville, Arkansas
- Liam Fredrick Photo

Professional Background:

• Partner, Miller Boskus Lack Architects, Fayetteville, Arkansas - July 1998 to Present
• Architect, Hiegel-Miller Architects, Springdale, Arkansas - 1996 - July 1998
• Designer/Project Manager, The Fletcher Firm, Little Rock, Arkansas - 1995 - 1996
• Designer/Project Manager, Polk Stanley Saunders & Associates, Little Rock, Arkansas - 1993 - 1995

Project Experience:

Commercial:
• J.B. Hunt Central Utility Plant, Lowell, Arkansas
• J.B. Hunt Building E, Lowell, Arkansas
• J.B. Hunt Parking Deck, Lowell, Arkansas
• Walmart Home Office Amenity Buildings, Bentonvile, Arkansas
• J.B. Hunt Marketing Building, Lowell Arkansas
• J.B. Hunt Warehouse, Lowell Arkansas
• J.B. Hunt Technology & Training Center, Lowell Arkansas
• Altitude Trampoline Park, Fayetteville, Arkansas
• Country Club Plaza, Rogers, Arkansas
• BioTech, Fayetteville, Arkansas
• J.B. Hunt West Tower, Lowell, Arkansas
• Pandora's Box, Liquor Store, Springdale, Arkansas
• Iron Hand Liquor, Tontitown, Arkansas
• City of Springdale Fire Station Relocations, Springdale, Arkansas
• Elkins Public Library, Elkins, Arkansas
• Park Centre Office and Retail, Fayetteville, Arkansas
• Waterside Business Center, Fayetteville, Arkansas
• CEI Office Expansion, Bentonville, Arkansas
• J.B. Hunt Corporate Expansion, Lowell, Arkansas
• Brass Eagle Headquarters, Bentonville, Arkansas
• J.B. Hunt Computer Center, Lowell, Arkansas
• Evelyn Hills Renovation & New Retail Building, Fayetteville, Arkansas
• 71B Office Building, Springdale, Arkansas
• 412 East Office Building, Springdale, Arkansas
• Elkins City Administration Building, Elkins, Arkansas
• West End Office, Springdale, Arkansas
• Dickson Street Multi-Use Building, Fayetteville, Arkansas

Educational:
• Fine Arts Restoration, University of Arkansas, Fayetteville, Arkansas
• Mullins Library Renovation, University of Arkansas, Fayetteville, Arkansas
• Pomfret Dining Hall Renovation, University of Arkansas, Fayetteville, Arkansas
• Library Storage Building, University of Arkansas, Fayetteville, Arkansas
• Champions Hall, University of Arkansas, Fayetteville, Arkansas
• IT Support Building, University of Arkansas, Fayetteville, Arkansas
• Wesley Foundation Student Center, University of Arkansas, Fayetteville, Arkansas
• Batesville Schools, Batesville, Arkansas
• Elkins Elementary School, Elkins, Arkansas
• Printing Services and University of Arkansas Press, Fayetteville, Arkansas
• Fayetteville Creative School, Fayetteville, Arkansas
• Donald Reynolds Media Development Center, Springdale, Arkansas
• Bluejacket School Addition, Bluejacket, Oklahoma

Medical:
• Roller Clinic, Fayetteville, Arkansas
• Washington Regional Medical Center, Fayetteville, Arkansas
• Golden Ventures, Fort Smith, Arkansas (Long Term Care Facilties throughout the United States)
• Butterfield Trail Village, Fayetteville, Arkansas
• Rogers Rehabilitation and Living Center Addition and Renovations, Rogers, Arkansas
• Southwest Extended Care Center Addition and Renovations, McComb, Mississippi
• River Hills South Nursing Home Addition and Renovation, Milwaukee, Wisconsin
• Charterhouse of Novi Addition and Renovation, Novi, Michigan
• Charterhouse of Farmington Addition and Renovation, Farmington Hills, Michigan

Master Planning:
• Pinnacle Village, Rogers, Arkansas
• St. Raphael's Roman Catholic Church, Springdale, Arkansas
• Woodbury, Fayetteville, Arkansas
• Applegate Hills, Bentonville, Arkansas
• Park Centre, Fayetteville, Arkansas
• Joyce Street Office Park, Fayetteville, Arkansas
• Cortile, Fayetteville, Arkansas
• Timberland, Fayetteville, Arkansas

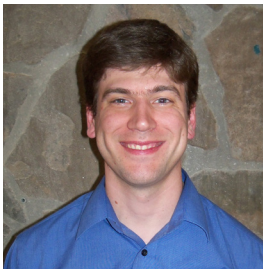
Religious:
• St. Raphael's New Life Community Center, Springdale, Arkansas
• University of Arkansas Wesley Student Center, Fayetteville, Arkansas
• St. Raphael's Catholic Church Renovation, Springdale, Arkansas

Restaurants:
• Shogun Restaurant, Fayetteville, Arkansas
• River Grille, Bentonville, Arkansas
• Shogun Steakhouse of Japan, Bentonville, Arkansas
• Bordinos Restaurant, Fayetteville, Arkansas
• Beau Terre Restaurant, Bentonville, Arkansas

RFQ 25-01 Appendix C Section 15
MBL's Proposal

MBL

ARCHITECTURE PLANNING INTERIORS



Greg Walker, AIA

Project Architect

Education:

•Bachelor of Architecture / 2001
University of Arkansas
Fayetteville, Arkansas;
•Study Abroad/Rome Design Studio/
1999/Rome, Italy

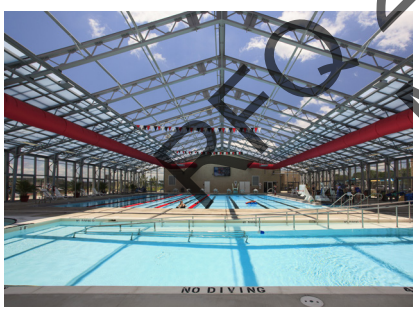
Professional Affiliations:

•American Institute of Architects
•National Council of Architecture
Registration Board

Community Service:

•New Heights Church - Children's
Ministry

Springdale Fire Stations
Springdale, Arkansas



Clarksville Aquatic Center
Clarksville, Arkansas

Technology & Training Building
J.B. Hunt Transport, Inc.
Lowell, Arkansas

Professional Background:

• Project Architect, Miller Boskus Lack Architects, Fayetteville, Arkansas - 2010 to Present
• Project Manager, Miller Boskus Lack Architects, Fayetteville, Arkansas - 2004 to 2010
• Designer/Project Manager, STBP Architects, Baton Rouge, Louisiana - 2003 to 2004
• Designer/Project Manager, Corgan Associates, Inc., Fort Worth, Texas - 2001 to 2002

Project Experience:

Commercial:

• J.B. Hunt Campus Expansion: Building E, Parking Deck & Central Utility Plant, Lowell, Arkansas
• JB Hunt Master Plan, Lowell, Arkansas
• Fayetteville Fire Stations #8 and #9, Fayetteville, Arkansas
• JB Hunt Marketing Building, Lowell, Arkansas
• Springdale Fire Stations #7, #8 and #9, Springdale, Arkansas
• JB Hunt Technology & Training Building, Lowell, Arkansas
• Country Club Plaza Office & Retail, Rogers, Arkansas
• JB Hunt Campus Expansion, Lowell, Arkansas
• City of Springdale Fire Station Relocations, Springdale, Arkansas
• Clarksville Aquatic Center, Clarksville, Arkansas
• Adventure Subaru, Fayetteville, Arkansas
• NanoMech Expansion, Springdale, Arkansas
• Premier Plaza, Fayetteville, Arkansas
• Iron Hand, Tontitown, Arkansas
• Pandora's Box, Springdale, Arkansas
• JB Hunt Maintenance Facility, Alliance, Texas
• Premier Plaza, Fayetteville, Arkansas
• Shops at Wedington, Fayetteville, Arkansas
• Harris McHaney Office Building, Rogers, Arkansas
• Malco Theater Renovations, Fayetteville, Arkansas
• Promenade Office Building, Rogers, Arkansas
• Walmart Cooling Tower Enclosures, Bentonville, Arkansas
• Sam's Club Re-Image Projects, Bentonville, Arkansas (Various Locations)

Educational:

• Cedar Crest School, Fayetteville, Arkansas
• University of Arkansas Uptown Campus, Fayetteville, Arkansas
• University of Arkansas IT Support Building, Fayetteville, Arkansas

Medical:

• Roller Weight Loss & Advanced Surgery, Fayetteville, Arkansas
• Washington Regional Medical Center Clinic, Springdale, Arkansas
• Washington Regional Medical Center Dialysis, Siloam Springs, Arkansas
• Golden Ventures, Fort Smith, Arkansas (Long Term Care Facilities in Various Locations)

Religious:

• Fellowship Bible Church of NWA, Bentonville, Arkansas
• Wesley Foundation, University of Arkansas Campus, Fayetteville, AR
• Fellowship Bible Church of NWA, Fayetteville, Arkansas
• Cross Church, Fayetteville, Arkansas
• St. Luke Missionary Baptist Church, North Little Rock, Arkansas
• First Baptist Church, Fayetteville, Arkansas
• Grace Lutheran Church, Lamar, Arkansas
• Revival Temple, Walker, Louisiana
• Keypoint Church, Springdale, Arkansas

RFQ 25-01 Selection 15
Appendix C
MBL's Proposal

MBL
ARCHITECTURE PLANNING INTERIORS

Ashley Mauldin, AIA
Project Architect

Education:
- Bachelor of Architecture / 2008
  Louisiana Tech University/
  Ruston, Louisiana;
- Minored in English

Registered Architect:
- Arkansas

Professional Affiliations:
- American Institute of Architects
- National Council of Architecture
  Registration Board
- INSPARK (Inspect Arkansas)/ ADEM

Community Service:
- Leadership Fayetteville Class XXXV
- Springdale Leadership Class IVXX
- TriCycle Farms Board Member
- City of Fayetteville, Construction Board
  of Adjustments and Appeals
- NWA Emerging Professionals Round
  Table Member
- AIA Arkansas Merge Mentorship
  Program
- NWA Emerging Leaders Non-Profit
  Board Certification
- NWA Emerging Leaders 2015-2020

Yvonne Richardson Community Center
City of Fayetteville
Fayetteville, Arkansas

Fayetteville Fire Station #2
City of Fayetteville
Fayetteville, Arkansas

Professional Background:
- Project Architect, Miller Boskus Lack Architects, Fayetteville,
  Arkansas - 2022 to Present
- Project Architect, Crafton Tull & Associates, Fayetteville Arkansas-
  2015-2022
- Intern Architect, Fennel Purifoy Architects, Little Rock Arkansas-
  2013-2015
- Intern Architect, Jameson Architects PA, Little Rock Arkansas,
  2008-2013

Project Experience:
- Mountain Home Fire Station, Mountain Home, Arkansas
- YRCC Addition & Renovations, Fayetteville, Arkansas
- Fayetteville Fire Station #2, Fayetteville, Arkansas

Completed at other firms:

Municipal
- Conway Fire Station #3, Conway Arkansas
- Mickey Jackson Fire Training Center, Springdale AR
- Springdale Fire Station 4 Remodel, Springdale AR
- Conway County OEM, Morrilton AR
- Springdale Parks & Recreation Facility Upgrades, Springdale AR
- Pine Bluff Aquatics Center, Pine Bluff AR
- Riverfront Maintenance Building, Ft. Smith AR

Commercial
- Ozarks Electrical Coop Headquarters, Fayetteville AR
- Ozarks Electrical Coop New Facility, Springdale AR
- First Western Bank, Various projects throughout NWA
- Black Hills Energy , Various projects throughout Arkansas

Healthcare
- Highlands Oncology Clinic, Springdale AR
- Highlands Oncology Clinic Remodel, Fayetteville AR
- Arkansas Blue Cross Blue Shield Offices, Springdale AR
- Circle of Life Hospice Remodel & Upgrades, Springdale AR

Educational
- Fayetteville Public Schools FCA Projects, Fayetteville AR
- Fayetteville Public Schools Root Elementary Entrance Addition, Fayetteville AR
- Fayetteville Public Schools Happy Hollow Elementary Addition, Fayetteville AR
- Bixby High School Addition, Bixby OK
- Providence Academy Masterplan, Rogers AR
- Fayetteville Public Schools ALLPS Multi phase Renovation, Fayetteville AR
- Arkansas Tech University Allied Health Building, Ozark AR
- Arkansas Tech University Williamson Hall Renovation, Russelville AR
- ACTI (Arkansas Career Training Institute) Upgrades, Hot Springs AR

Historic Preservation & Renovation
- Project REACH, Looney Tavern & Rice Upshaw Restoration, Pocahontas AR

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

MBL
ARCHITECTURE PLANNING INTERIORS

Matt Hoffman, AIA
Director of Urban Design

Mr. Hoffman is an award winning urban designer, a Planning Commissioner for the City of Fayetteville, and a former Chairman of the City's Board of Adjustments. Through his work at the City, in architecture, and as a Project Designer at the University of Arkansas Community Design Center (UACDC), Hoffman has contributed to several large-scale planning projects. In his time at UACDC, Hoffman played an active role in the education of 5th year students at the Fay Jones School of Architecture and lectured at the Center for Agriculture and Rural Sustainability on the topic of livable cities. His work at UACDC and elsewhere has been recognized by state and national awards from the American Institute of Architects, the Environmental Design Research Association, the American Planning Association, and the Congress for the New Urbanism. In 2015, the Northwest Arkansas Business Journal named Hoffman to the prestigious *Fast 15* list, his profile was featured in a special edition of the publication in May of that year. Mr. Hoffman joined the Miller Boskus Lack team as a Project Manager in the summer of 2015.

Education:
- Bachelor of Architecture 2010
  University of Arkansas
  Fayetteville, Arkansas;
- Urban Design Studio 2009
  Roma Tre University
  Rome, Italy

Professional Affiliations:
- American Institute of Architects
- Arkansas APA
  American Planning Association
- CNU
  Congress for the New Urbanism

Community Service:
- Formerly Planning Commission
  City of Fayetteville
- Fmr. Chairman, Board of Adjustments
  City of Fayetteville
- Executive Director
  RVI Percussion Ensemble
- Instructor of Music
  Bentonville Public Schools

Lectures / Panels:
- "Livable Cities" Lecture for
  Sustainability 2103 Fall 2014
  University of Arkansas
- Invited critic: Final Design Review
  5th year Studio FJSOA Fall 2013
  University of Arkansas
- Invited critic: Mid-Term Design Review
  5th year Studio FJSOA Fall 2013
  University of Arkansas

Fayetteville Parking Garage
Fayetteville, Arkansas

El Paso Avenue
Arkansas Tech University
Russellville, Arkansas

Professional Background:
- Project Architect and Urban Design Director, Miller Boskus Lack Architects, Fayetteville, Arkansas - October 2017 to Present
- Project Manager, Miller Boskus Lack Architects, Fayetteville, Arkansas - July 2015 to October 2017
- Project Designer, University of Arkansas Community Design Center, Fayetteville, Arkansas - July 2014 to July 2015
- Designer, David McKee Architect, Fayetteville, Arkansas 2011-2014
- Intern Architect, 3GD Incorporated, Rogers, Arkansas, 2011

Selected Projects:
Planning and Urban Design
- City of Fayetteville Pre-Approved Building Design, Fayetteville, Arkansas
- City of Claremore, OK Planning Services, Claremore, OK
- City of Bryan, Texas Planning Services
  Bryan, Texas
- City of Bryant, Arkansas Planning Services
  Bryant, Arkansas
- El Paso Avenue, Arkansas Tech University
  Russellville, Arkansas
- Disaster Recovery and Master Plan:
  Vilonia, Arkansas
- Disaster Recovery and Master Plan:
  Mayflower, Arkansas
- Conway Urban Watershed Plan:
  Conway, Arkansas
- School Avenue Artscape:
  Fayetteville, Arkansas
- Fayetteville 2030: Food City Scenario Plan
- 2028 Master Plan Botanical Garden of the Ozarks:
  Fayetteville, Arkansas
- Fayetteville 2030: Transit City Scenario Plan
- Macarthur Park District Master Plan:
  Little Rock, Arkansas

New Construction, Adaptive Reuse, and Restoration
- Fayetteville Parking Garage, Fayetteville, Arkansas
- 315 Mountain: Downtown Adaptive Reuse. Office, Gallery, and Residence for Sunrise Enterprises
  Fayetteville, Arkansas
- Botanical Garden of the Ozarks: Preliminary Design of an Education Pavilion and Visitor Center
  Fayetteville, Arkansas
- Enfield House: Renovation of a Fay Jones house for the Walton Family
  Bentonville, Arkansas
- Brothers House: Design of a detached addition for Mr. Gary Stoner
  Fayetteville, Arkansas
- Sugg House: Preliminary Design for the Renovation of a Fay Jones house
  Fayetteville, Arkansas
- Warehouse Apartment: Design of an urban apartment addition for the Berquist family
  Fayetteville, Arkansas
- Willow Renovation: Renovation / addition to a 1905 home for the Yeslow family
  Fayetteville, Arkansas
- Crescent Hotel: Preliminary Design of a pool / spa addition for an 1886 structure
  Eureka Springs, Arkansas
- Koehler Residence: Design of a large hillside residence
  Fayetteville, Arkansas

Selected Awards
- 2015 EDRA/Places Award for Place Design, Planning, and Research
  Fayetteville 2030: Food City Scenario Plan
- 2015 Alumni Merit Design Award, Fay Jones School of Architecture and Design
  315 Mountain, Fayetteville, Arkansas
- 2014 AIA Arkansas Honor Award
  315 Mountain, Fayetteville, Arkansas
- 2013 Arkansas American Planning Association Award
  Fayetteville 2030: Transit City Scenario Plan
- 2012 Congress for the New Urbanism Honorable Mention
  Fayetteville 2030: Transit City Scenario Plan

Appendix C
RFQ 25-01 Selection
MBL's Proposal

MBL

ARCHITECTURE PLANNING INTERIORS

SARAH HUCKABEE SANDERS
Governor

DARYL E. BASSETT
Secretary of Labor
and Licensing

State of Arkansas

Arkansas Dept of Labor and Licensing
Board of Architects, Landscape Architects,
and Interior Designers
900 W Capitol Ave, Suite 400
Little Rock, AR 72201
PH (501)-682-3171
https://www.asbalaid.arkansas.gov

2397 NORTH GREEN ACRES RD
FAYETTEVILLE, ARKANSAS 72703

LICENSE #:
C185

MILLER BOSKUS & LACK ARCHITECTS, P.A.

IS LICENSED AS
CERTIFICATE OF AUTHORIZATION

Given under our hand and seal this **1st** day of **Feb, 2024.**

This license expires: **01/31/2025.**

Daryl E. Bassett

SECRETARY OF LABOR AND LICENSING

Appendix C
RFQ 25-01, Selection 15
MBL's Proposal

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2477

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Waylon Abernathy, Bond Projects & Construction Director

SUBJECT: **Approval of Fuel Equipment purchase from SPATCO Energy Solutions and budget adjustment**

RECOMMENDATION:
Approve the purchase of fuel station equipment and installation by SPATCO Energy Solutions in the amount of $205,088.23 for the PD Headquarters, pursuant to Sourcewell Contract #081524-TAN, and approval of a budget adjustment.

BACKGROUND:
In November of this year, council passed resolution 247-25 for an Engineering services contract for a Fuel Station located at the PD Headquarters.

DISCUSSION:
This SPATCO quote is under a Sourcewell cooperative purchasing contract, the equipment pricing has previously been competitively bid through Sourcewell procurement. This contract will include the equipment and installation of a 12,000 gallon double wall fuel tank, fuel pump, all associated plumbing, electrical and alarms.

BUDGET/STAFF IMPACT:
Funding will be provided from police impact fees. A budget adjustment is attached to allocate Impact fees. Account 2300.200.9300-5804.00 Project 07001.2501

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. PD Fuel Station Equipment

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

File #: 2025-2477

A RESOLUTION TO APPROVE THE PURCHASE OF FUEL STATION EQUIPMENT FOR THE POLICE DEPARTMENT HEADQUARTERS IN THE AMOUNT OF $205,088.23 FROM SPATCO ENERGY SOLUTIONS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of fuel station equipment for the Police Department Headquarters in the amount of $205,088.23 from SPATCO Energy Solutions, pursuant to Sourcewell Cooperative purchasing contract number 081524-TAN.

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

2025-2477

Item ID

12/16/2025

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

Wade Abernathy	11/18/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a quote from SPATCO Energy Solutions in the amount of $205,088.23 for fuel station equipment and installation at the Police Headquarters Facility and 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?	Yes	Total Amended Budget	$	56,265.00
		Expenses (Actual+Encum)	$	41,042.24
		Available Budget	$	**15,222.76**
Does item have a direct cost?	Yes	Item Cost	$	205,088.23
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	205,089.00
		Remaining Budget	$	**15,223.53**

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	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Wade Abernathy	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a quote from SPATCO Energy Solutions in the amount of $205,088.23 for fuel station equipment and installation at the Police Headquarters Facility and approval of a budget adjustment.

COUNCIL DATE: 12/16/2025

ITEM ID#: **2025-2477**

Holly Black
11/18/2025 3:18 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	205,089	205,089				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2300.200.9300-4999.99	-	205,089			RE	Use Fund Balance - Current
2300.200.9300-5804.00	205,089	-	07001	2501	EX	Building Costs
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Ship-to Address
CITY OF FAYETTEVILLE PARKING DIVISION
1800 N STEPHEN CARR MEMORIAL BLVD
FAYETTEVILLE AR 72704

Bill-to Address
CITY OF FAYETTEVILLE
ATTN: ROSS JACKSON
479-879-6221
RJACKSON@FAYETTEVILLE-AR.GOV
113 W MOUNTAIN
FAYETTEVILLE AR 72701

Quotation

Number	20103484
Date	Nov 17, 2025
Reference Number	REV 7 11/17/25
Customer Number	1053389
Valid from	Nov 17, 2025
Valid to	Dec 18, 2025
Sales Person	257, James, Cliff
Sales Office	0058, Fort Smith

Currency USD

Conditions:

Terms of Payment: Net 30, Net 10 Equipment

Terms of Delivery: FOB SHIPPING POINT

Contact: Cliff James - Petroleum Sales Representative
Mobile: (479) 226-2050 Office: (479) 648-1601
cliff.james@spatco.com - www.spatco.com

Item	Item Detail		
10	Material:	INSTALLATION PRICE	Installation - Contract Price

PRICED WITH SOURCEWELL CONTRACT: BLUE1 ENERGY/SPATCO #081524-TAN

SPATCO ENERGY SOLUTIONS Scope of Work:

-PROVICE AND INSTALL A 12,000-GALLON SINGLE PRODUCT, DW UST.

-PROVIDE AND INSTALL FIBERGLASS TANK SUMP AND UDC.

-PROVIDE AND INSTALL DISPENSER ISLAND.

-BACKFILL TANK HOLE.

-PROVIDE AND INSTALL OPW FLEXWORKS PIPINGWITH CHASE APPROXIMATELY 35'.

-PROVIDE AND INSTALL A 3/4HP RED JACKET STP.

-PROVIDE AND INSTALL A VEEDER ROOT TLS4 WITH ALL NECESSARY SENSORS AN, FLOATS AND PROBES.

-PROVIDE AND INSTALL A WAYNE SELECT SINGLE PRODUCT, TWIN, WITH PULSE OUTPUT DISPENSER FOR GAS.

Item	Item Detail

-PROVIDE AND INSTALL HANGING HARDWARE.

-PROVIDE AND INSTALL A FUELMASTER FMU WITH FMLIVE.

-PROVIDE ELECTRICAL FROM THE PANEL PROVIDED BY OTHERS AT THE PAD TO THE EQUIPMENT AND TERMINATE.

-PURGE, CALIBRATE AND TEST SYSTEM.

NOTES:
-TANK AND LINE EXCAVATION, DISPOSAL OF SPOILS AND BACKFILL WILL BE PROVIDED BY OTHERS.

-CUSTOMER TO PROVIDE ELECTRICAL TO PAD. SPATCO TO TAKE FROM PANEL PROVIDED AT THE PAD TO TERMINATION AT THE EQUIPMENT.

-CUSTOMER TO PROVIDE ALL CONCRETE.

-OTHERS TO PROVIDE, AND EXCAVATE CANOPY, CANOPY LIGHTS AND ALL NECESSARY ELEMENTS FOR FOOTERS.

-ANYTHING OUTSIDE OF THIS SCOPE OF WORK WILL REQUIRE A CHANGE ORDER.

****Quote is valid for 15 days. This quote is based on current tariff rates and vendor pricing in effect at the time of issuance. In the event of any vendor has a price increase after the date of this quote and prior to delivery, SPATCO reserves the right to adjust the final invoice to reflect the additional costs. Any such surcharge will be itemized and communicated in advance.**

Quantity	UOM	Price	Extended price
1	EA	104,375.89	104,375.89

20 Material: INSTALLATION PARTS — Installation - Contract Parts

Quantity	UOM	Price	Extended price
1	EA	16,558.60	16,558.60

30 Material: SELECT-1003626 — Wayne Select 3/G7242D Twin, One Product

3/G7242D/29GHJKUY1/K
Twin, One-Product, Remote Dispenser, Island-Oriented, Enhanced Capacity
E40/B20 Compatibility
Internal Filter
Pulse Output Interface Board
Explosion-Proof Junction Box
Hose Hanger
iMeter2 (qty=halves)
Select Gen2 Phase 2
Electromechanical Totalizer per Hose
Proportional Solenoid Valve

Painted Silver w/ Standard Blue Doors
Ad Panels: Gasoline

SELECT NOTES:
Wayne Dispenser Current Lead Time - 4-6 Weeks ARO
Please confirm ad panel and door color when ordering

Item	Item Detail			
	Quantity	**UOM**	**Price**	**Extended price**
	1	EA	10,099.75	10,099.75
40	Material:	PK-EZR0400	Hose Kit 11BP 3/4" Unleaded Black	
	Quantity	**UOM**	**Price**	**Extended price**
	2	EA	482.31	964.62
50	Material:	TLS4	Veeder Root TLS4 System	
	1 - 0860190-120 - TLS4 Console, Color Touch Screen Display, CDIM, UL 1 - 0333434-001 - TLS4 Application Software, 12 Universal Inputs - must order one per console 1 - 0330020-832 - External Printer for TLS4 Series Consoles (Epson Model: TM-T88V) 1 - 0330020-839 - Wall Mounting Bracket for External Printer for TLS4 Series Consoles 1 - 0846397-107 - SS Probe, 0.1 Mag Plus, HGP, Water Detection, UL 1 - 0886100-000 - Install. Kit, Mag Plus, Phase-Two™ Water Detector, 4" Float, 5' Cable 1 - 0312020-952 - 4" NPT Riser Cap and Ring Kit for In-Tank Probes 2 - 0794380-208 - Sump Sensor - 12' Cable 1 - 0794380-430 - Interstitial Sensor for Steel Tanks (4'-12' Tank I.D.) with 15' Cable 1 - 0312020-928 - 2" Interstitial Sensor Riser Cap and Adaptor Kit			
	Quantity	**UOM**	**Price**	**Extended price**
	1	EA	14,803.20	14,803.20
60	Material:	TUG1014322	Under Ground Tank 12k Gal DW ACT100	
	12000 Gal. 96.0 IN. Horizontal Double Wall ACT100-U UST Primary Tank - Diameter 96.00" X Length 394.80" Secondary Tank - Diameter 96.40" X Length 395.20" Includes: (6) 5" Tank Flange (6) Bushing 5 x 4 Nylon (1) Internal Monitor Well (1) 8in x 8in Striker plate (5) Polyester Hold-Down Straps Tank Exterior is Sandblasted and Coated with minimum 70 mils 100% Solids Polyurethane 30-year warranty			
	Quantity	**UOM**	**Price**	**Extended price**
	1	EA	32,298.36	32,298.36
80	Material:	FLF50224	FUEL MASTER EQUIPMENT	
	1 - FMU5725-F4 - FMLIVE, CELL, PROKEE/PROX, AIM, PWR COND, 50A, 4 HOSE 1 - 191F0223 - Tank Monitor Interface Options Wireless Kit (RS-232)			
	Quantity	**UOM**	**Price**	**Extended price**
	1	EA	12,672.90	12,672.90
90	Material:	FLF50224	FUEL MASTER ANNUAL SERVICES	
	1 - FMLIVEBA/1+BI - Subscription Price for FMLive Services 1 - FMLIVE-CELL-FMU - Cellular Enabled Equipment			
	Quantity	**UOM**	**Price**	**Extended price**
	1	EA	1,897.00	1,897.00
100	Material:	FLF50224	FUEL MASTER ONE-TIME SERVICES	
	CLOUDBA/1 - FMLive Setup & Activation PMLIVEBA/1+BI+CELL - FMLive Project Management FMLIVE-DB-CONSTRUCT - FMLive Database Construction and/or Conversion			

Item	Item Detail		
Quantity	UOM	Price	Extended price
1	EA	366.01	366.01

Items Subtotal	194,036.33
Estimated Tax	8,741.90
Estimated Freight	2,310.00
Quotation Amount	205,088.23

SPATCO Energy Solutions, LLC

TERMS AND CONDITIONS

1. Agreement. The agreement between Seller and Buyer (this "**Agreement**") consists of the applicable quotation signed by both parties ("**Quotation**"), the applicable statement of work signed by both parties ("**Scope**"), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller ("**Effective Date**"), subject to approval of Seller's credit manager.

2. Work. Seller will perform the Work on the terms and conditions of this Agreement. Seller (a) will install the Equipment at the Job Site in accordance with the current version of the American Petroleum Institute's Recommended Practice 1615-1987 (the "**API Standards**") and the Petroleum Equipment Institute's Recommended Practices for Installation of Underground Liquid Storage Systems (the "**PEI Standards**") and (b) will install all safety equipment included in the Equipment in accordance with the NFPA 30-1993 Flammable and Combustible Liquids Code or NFPA 30-A1993 Automotive and Marine Service Code, as applicable, (collectively, the "**NFPA Standards**").

3. Safety Standards. Federal, state and local laws and regulations may impose more stringent standards than the API Standards, the PEI Standards or the NFPA Standards, and Buyer's insurance carriers may require additional or different equipment. Buyer will ensure that the Work and the Equipment comply with all federal, state and local laws and regulations and with the standards set by Buyer's insurance carriers. Any changes to the Work or the Equipment to comply with any of those laws, regulations or other standards shall be made in accordance with **Section 6, Change Orders,** below. Buyer will follow all instructions and directions, and use all safety devices, provided by the manufacturers of the Equipment.

4. Price and Payments.

a. Invoices. Seller will invoice Buyer for the cost of each piece of Equipment and all related taxes, insurance and freight charges ("**Equipment Invoices**") on the earlier of (i) the delivery of that Equipment to the Job Site, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each Equipment Invoice within 10 days after the invoice date. Seller will invoice Buyer for all services ("**Service Invoices**") on a monthly basis, and Buyer will pay each Service Invoice within 30 days after the invoice date. Seller will give Buyer a credit against the initial amounts due under the Equipment Invoices and the Service Invoices in the amount of the Initial Payment (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. **Payment Terms for Wayne Equipment are Net 10 Days.** _____ (Initial)

b. Taxes. The Price (defined in the Quotation) does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "**Taxes**"). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. Permits. The Price does not include any fees for any building or other government permits, licenses, tests or inspections necessary to perform the Work (collectively, "**Permits**"). Buyer will obtain and pay for all Permits, confirm to Seller in writing that it has done so, and deliver to Seller copies of all Permits, all before Seller begins the Work. If Seller pays any fees for any Permits, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

d. Weekends and Holidays. The Price does not include the extra costs of Seller's performing any of the Work on Saturdays, Sundays or holidays. If Buyer and Seller agree that Seller shall perform some of the Work on Saturdays, Sundays or holidays, Buyer will pay Seller, in addition to the Price, an extra charge equal to the number of hours of Work performed multiplied by twice Seller's standard labor rate.

e. Performance Bond. The Price does not contain any allowance for a performance bond. If Buyer requests, and Seller agrees to provide, a performance bond for some or all of the Work, as a condition to Seller's providing the bond, Buyer will pay directly all premiums and other costs of the bond.

f. Not Included. Unless otherwise stated in the Scope of Work (Attachment A), no electrical work, concrete or asphalt work, tank tests or line tests are included in the Price or the Work.

g. Security Interest. Buyer hereby grants and Seller retains a purchase money security interest in the Equipment, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Equipment upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by Buyer, upon Seller's request, Buyer shall provide a Landlord's Waiver in a form acceptable to Seller.

Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Equipment shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Equipment shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Equipment in good working condition and physical appearance free of liens, and until the purchase price is fully paid shall maintain such insurance as described below under **Insurance**.

_____ (Customer Initials)

CS (Sales Rep. Initials)

5. Job Site Conditions.

a. Digging and Excavating. Any digging or excavating included in the Work is based on the assumption that the soil conditions at the Job Site are normal for the area and unobstructed. If any digging or excavating is included in the Work, and Seller encounters unusual digging conditions in connection with the Work, Buyer shall pay Seller its standard hourly labor rates for those personnel involved in overcoming those conditions. Unusual digging conditions are conditions that inhibit Seller from completing the digging in a reasonable manner using a backhoe or trackhoe, including heavy rock, shale and water. If Seller is required to have any of this Work performed by a subcontractor, Seller will invoice Buyer those costs plus 20%. Seller will notify Buyer of any unusual digging conditions before Seller commences the extra Work to overcome those conditions, and Buyer will have five days to decide whether to authorize Seller to perform the extra Work or to terminate this Agreement. If Buyer elects to terminate this Agreement as a result of those conditions, Buyer shall pay Seller, as a condition of being entitled to exercise its right to terminate, an amount equal to all hours spent by Seller's personnel performing the Work multiplied by Seller's standard hourly rates for those personnel, plus all of Seller's out of pocket costs incurred in connection with the Work, including all restocking fees for Equipment that can be returned and Seller's quoted selling price to Buyer for all Equipment that cannot be returned; **provided** that the amount of this payment shall not exceed the Price.

b. Underground Structures. Buyer shall inform Seller in writing of the location of all underground structures, including tanks, product lines, cables, conduits, sewer lines and water lines, where the digging or excavating is to occur before Seller starts any of the Work at the Job Site. Buyer shall indemnify, defend and hold Seller and its affiliates and their respective directors, officers, managers, employees and agents harmless from and against all claims, losses, damages, costs and attorneys' fees and expenses resulting from Seller's encountering any such underground structure unless Buyer informs Seller of the correct location and size of the structure before Seller commences the Work.

c. Tank Filling. Buyer shall have product or water available at the Job Site to fill all tanks as requested by Seller or as required by applicable law. Seller does not guarantee that the tanks will not float. Buyer will be responsible for all damage that may be caused by tanks floating under all circumstances, including all costs for equipment, labor and materials required to reinstall the tanks. Unless Seller's quotation expressly quotes a price for ballasting tanks, Buyer is responsible for ballasting tanks to capacity. Seller is not responsible for ballasting tanks or for any water removal or disposal from tanks. In addition, Seller is not responsible for filling the tanks with petroleum products or any associated overfill releases. Buyer is responsible for all overfills and releases under all circumstances.

d. Photography. Buyer hereby grants Seller permission to take still photographs and video recordings of all aspects of the Equipment and the Work.

e. Electricity. Buyer will provide, at Buyer's expense, at the Job Site all electrical power Seller at its subcontractors require for the operation of their tools and equipment.

f. Materials Safety. Buyer will provide Seller, PRIOR TO COMMENCEMENT OF THE WORK, Material Safety Data Sheets on all chemical products used by Buyer in connection with the Job Site.

6. Change Orders. Buyer may request changes in the Work, including the Equipment, by delivering to Seller a written request specifying in detail the proposed changes. If Seller agrees to make those changes, it shall deliver to Buyer a proposed change order ("**Change Order**") specifying the changes Seller will make and any associated change in the Price. The Change Order will not become effective or part of this Agreement unless and until Buyer executes it and delivers it to Seller, at which time the Change Order will become an amendment to this Agreement. Except as expressly provided in the Change Order, all provisions of this Agreement shall remain unmodified and in full force and effect.

7. Warranties.

a. Equipment. The sole and exclusive warranty for the Equipment shall be the manufacturer's warranty ("**Equipment Warranty**"), and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the Equipment.

b. Services. For a period of one year after the date of the particular Invoice for services provided in connection with the installation of the Equipment ("**Services Warranty Period**"), Seller warrants that all services Seller performs as part of the Work reflected in that invoice will be rendered in accordance with good commercial practices and comply in all material respects with the API Standards, PEI Standards, NFPA Standards and any other standards expressly listed in the SOW or these Terms and Conditions (the "**Services Warranty**"); provided, however, that with respect to any tank cleaning services provided by Seller, no warranty is made that the tank will be free of impurities after such cleaning has been completed, and Seller shall have no liability or responsibility for any such impurities. If Buyer delivers to Seller written notice specifying the services that do not comply with the Services Warranty and the reasons Buyer believes they do not comply within the Services Warranty Period, Seller, at Seller's option, will correct or re-perform the non-complying services or refund to Buyer that portion of the Price charged for those services. This **Section 7.b.** contains Buyer's sole and exclusive warranties and remedies for any services that are part of the Work.

c. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

d. **Conditions.** The Equipment Warranty and the Services Warranty shall be null and void if (a) the Equipment or the Work are abused, misused, damaged by accident, used or operated contrary to Seller's or the manufacturer's instructions, or modified by anyone other than Seller, (b) the Equipment or the Work are not maintained in accordance with Seller's instructions or are given inadequate care, (c) Buyer does not pay the Price as and when due, (d) replacement parts other than those provided by Seller are installed in or on the Equipment, or (e) Buyer does not allow Seller access to the Equipment or the Work for purposes of inspection, repair or replacement. Seller shall not be responsible for the failure of any other person or entity (collectively, "**Person**") engaged by Buyer to install any electrical wiring correctly in accordance with the Equipment manufacturer's instructions. Buyer shall give Seller immediate written notice of any warranty claim,

_____ (Customer Initials)

_____ (Sales Rep. Initials)

shall allow Seller access to the Equipment and the Work to inspect, repair or replace the Equipment and the Work. Seller will not accept, pay or reimburse any invoices or charges for any warranty work performed by others. Notwithstanding anything to the contrary in this Agreement, Seller shall not be responsible for any damages resulting from the negligence of the Buyer or the failure of the Buyer to monitor the operation of all Equipment on a daily basis in accordance with standards established by the underground storage tanks regulations set forth in 40 C.F.R. Part 280 or any other applicable law, including Environmental Laws (defined below), affecting the operation of the Equipment, and Buyer shall be fully responsible for all of those damages.

e. Buyer Indemnity. Buyer agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Buyer's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Buyer or said damage, personal injury or death is claimed or sustained by Buyer or made against Buyer or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. ~~Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Buyer agrees to hold Seller harmless from and defend and indemnify it against same.~~

f. Drawings. When specifically included in the Work, site drawings, installation plans, and as-built drawings will be prepared using a current Buyer-provided scale drawings showing property lines, rights of way, easements, utilities, driveways, buildings and improvements. Any drawings furnished in connection with the bid proposal or Work was for bid purposes only and is the property of Seller. If such drawings are used without a professional or registered engineer's stamp, Buyer uses it at its own risk with full and complete indemnity to Seller for any acts, errors, omissions or damages that may arise out of using such drawings.

g. Independent Contractor. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Buyer, whether regulatory or contractual, or to assume any responsibility for Buyer's business or operations.

h. Substitution. Any identification of Equipment by brand name, manufacturer, catalog number, or other designation in Buyer's purchase order, Seller's documents or elsewhere only establishes a general quality standard and does not require Seller to supply a particular item. Seller shall have the right to select other Equipment that in Seller's opinion meets that general quality standard.

8. Risk of Loss. The shipping terms are F.O.B Shipper's Dock. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Buyer, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Buyer, and Buyer shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

If any damage is evident upon delivery, Buyer must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Buyer must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Buyer's responsibility.

9. Disclaimers and Limitations. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND WORK, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT OR THE WORK FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR THE WORK ON BUYER'S OPERATIONS. Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Equipment within 30 days after the delivery of the Equipment (or with respect to the nonconformity of the Equipment with the manufacturer's warranty, within the period specified in the manufacturer's warranty). Buyer must give Seller written notice of any nonconformity of the Work with the Services Warranty within the applicable Service Warranty Period. The notice must specify the basis of Buyer's claim in detail and identify the Equipment or the Work at issue. Seller shall have a reasonable opportunity to inspect the Equipment or the Work at issue and a reasonable time to cure any nonconformity. Buyer's failure to comply with this Section shall constitute Buyer's acceptance of the Equipment and the Work and shall bind it to pay Seller the full Price of the Work. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall Seller be liable for any amount arising out of or relating to this Agreement, the Equipment or the Work, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or Work at issue. Any action or proceeding by Buyer arising out of or relating to this Agreement, the Equipment or the Work will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. No delay in any of the Work shall entitle Buyer to any reduction of the Price.

10. Cancellation and Return of Goods. Buyer may cancel an order only upon advance written approval of Seller and the manufacturer; provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Equipment or services that are the subject of the cancellation. No merchandise is returnable without Seller's advance written consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including dispensers) shall be non-cancelable and non-refundable.**

_____ (Customer Initials)

_____ (Sales Rep. Initials)

11. Insurance.

a. Seller. Seller shall purchase and maintain during the performance of the Work (i) commercial general liability insurance, including coverage for bodily injury and property damage, that shall cover Seller and its subcontractors in their performance of the Work, and (ii) workers' compensation insurance as required by applicable law. At Buyer's request, Seller shall provide a current certificate of insurance showing Seller has in force the foregoing insurance.

b. Buyer. Buyer shall purchase and maintain commercial general liability insurance, including coverage for bodily injury and property damage to the Equipment, and for meeting any financial responsibility requirements under federal and state underground storage tank regulations. Buyer shall also purchase and maintain until Buyer pays the Final Invoice builder's risk insurance, including extended coverage for fire, theft and vandalism. At Seller's request, Buyer shall provide a current certificate of insurance showing Buyer has in force the foregoing insurance and showing Seller as a loss payee to the extent of its interest.

12. Force Majeure. Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

13. Seller's Rights Following Default.

a. Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Equipment and/or repossess the Equipment, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 10 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

b. Upon termination of this Agreement by Seller, Seller shall have the right to remove equipment, tools and machinery owned by it from the Job Site, and shall be paid for all work done under the Quotation, for all materials and supplies obtained by Seller pursuant to the Quotation and for all costs and expenses incurred by Seller to date of termination. Buyer also shall pay all costs of collection, including reasonable attorneys' fees and costs.

14. Environmental.

a. Representations and Warranties. Buyer hereby represents and warrants to Seller that currently and at all times until Buyer pays the Price in full: (i) no Hazardous Substances are or will be present in, on or under the Job Site, including the air, surface water, land surface and groundwater; (ii) the Job Site and Buyer's operations on the Job Site are and will be in full compliance with all Environmental Laws; (iii) Buyer has the authority to authorize the installation of the Equipment and the performance of the Work as provided in this Agreement and has obtained all necessary consents from the owners of the Job Site for the same; (iv) Buyer has obtained all necessary permits and licenses to install the Equipment and to perform the Work; (v) Buyer and the Job Site are and will remain in full compliance with the underground storage tank regulations in 40 C.F.R. Part 280, including the financial responsibility regulations in Subpart H of the same; and (vi) the installation of the Equipment and the performance of the Work comply with all federal, state and local laws and regulations and with the standards set by the Buyer's insurance carriers, including all requirements restricting the location of, or imposing special requirements regarding, underground storage tank systems at or around wells, surface water and other sensitive receptors.

b. Regulations. Buyer is solely responsible for compliance with all of the underground storage tank regulations set forth in 40 C.F.R. Part 280, including as they relate to the installation of the Equipment and the performance of the Work.

c. Inspection and Reporting Responsibilities. Seller is not responsible for inspecting the Job Site or reporting to third parties, including governmental agencies, any Hazardous Substances or any violations of Environmental Laws relating to the Job Site or the Work. Buyer has the responsibility for inspecting the Job Site and reporting to third parties.

Except as proven cause by seller's negligence. (CJ)

d. Indemnity. Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, managers, employees and agents from and against any and all claims, actions, proceedings, liabilities, fines, losses, damages, costs, judgments, attorneys' and consultants' fees and expenses arising out of or relating to (i) the presence, suspected presence, release or threatened release, before or after the Effective Date, of any Hazardous Substances in, on or under the Job Site and any migration of those Hazardous Substances before or after the Effective Date, (ii) any activities, use or operations on the Job Site by Buyer or any other Person or their respective predecessors, successors, assigns, affiliates, directors, officers, managers, employees, invitees, contractors, vendors and agents, (iii) any violation of or failure to comply with Environmental Laws at or relating to the Job Site, (iv) allegations that Seller is a handler, generator, owner, operator, treater, storer, transporter or disposer of any underground storage tank or Hazardous Substance in, on, under, located on or otherwise associated with the Job Site, (v) the use, ownership, maintenance, transfer, transportation or disposal of the Equipment after completion of the Work or while under Buyer's control, or (vi) any breach, misrepresentation, inaccuracy or failure to perform any representation, warranty or covenant made by Buyer in this Agreement.

_____ (Customer Initials)

CJ (Sales Rep. Initials)

e. Definitions. "**Hazardous Substances**" means any and all substances, materials, wastes, pollutants and contaminants which are now or at any time in the future defined as hazardous or toxic or are prohibited, limited or regulated by any Environmental Law (defined below) or that, if not so defined, prohibited, limited or regulated, could or do pose a hazard to health, safety or the environment, including any asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials, petroleum, petroleum products and petroleum by-products. "**Environmental Laws**" means any and all present or future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental and/or judicial directives or requirements, as well as common law, relating to the protection of human health or the environment and that are applicable to Buyer, Buyer's business, Seller, the Job Site or any operations now or previously conducted on the Job Site, including the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any analogous state and local laws.

15. Hardware/Software.

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

16. General. Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to subcontract portions of the Work and to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it or the Equipment or the Work shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement, or to the Equipment or the Work, shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word "including" shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions, the Quotation and the Scope, the provisions of these Terms and Conditions shall control. **Sections 5.d., 7, 9, 13, 14.d., and 15.b.** shall survive the termination of this Agreement for any reason. This Agreement contains the entire agreement of the parties relating to the Equipment or the Work and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

_____ (Customer Initials)

CJ (Sales Rep. Initials)

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Date: _____ Customer (Signature): _____

Customer (Print): _____

CJames
Cliff James
SPATCO

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2539

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Police Department Policies**

RECOMMENDATION:

Staff recommends the approval of a resolution amending Fayetteville Police Department policies 26.1.1 Disciplinary Matters & Award Procedures, 41.2.7 Department Response to Subjects with Mental Health Issues, and 61.2 Collision Investigation.

BACKGROUND:

The Fayetteville Police Department is currently in the process of reviewing and updating policies to make necessary changes and to meet new protocols.

DISCUSSION:

Fayetteville Police Policy 26.1.1 Disciplinary Matters & Awards Procedures is an existing policy that contains changes, including changing “officers” to “sworn personnel” to match CALEA standard language, and updates to conform to current practices and city policy. Fayetteville Police Policy 41.2.7 Department Response to Subjects with Mental Health Issues is an existing policy that contains changes to meet updated practices and state statutes. Fayetteville Police Policy 61.2 Collision Investigation is an existing policy that contains changes to meet updated practices and state statutes.

BUDGET/STAFF IMPACT:

These policies will not have any impact on the budget or staff at this time.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Memo, 5. Disciplinary Matters & Award Procedures 26.1.1 , 6. Department Response to Mentally Ill Subjects 41.2.7, 7. Collision Investigation 61.2

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

File #: 2025-2539

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 26.1.1 DISCIPLINARY MATTERS & AWARD PROCEDURES; 41.2.7 DEPARTMENT RESPONSE TO SUBJECTS WITH MENTAL HEALTH ISSUES; AND 61.2 COLLISION INVESTIGATION

WHEREAS, the Police Department is currently in the process of reviewing and updating policies to make necessary changes and to meet new protocols.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Fayetteville Police Department policies 26.1.1 Disciplinary Matters & Award Procedures; 41.2.7 Department Response to Subjects with Mental Health Issues; and 61.2 Collision Investigation.

City of Fayetteville Staff Review Form

2025-2539

Item ID

12/16/2025

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

Mike Reynolds	11/24/2025	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends the approval of a resolution amending Fayetteville Police Department policies 26.1.1 Disciplinary Matters & Award Procedures, 41.2.7 Department Response to Subjects with Mental Health Issues, and 61.2 Collision Investigation

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Molly Rawn, Mayor

FROM: Mike Reynolds, Chief of Police

DATE: November 24, 2025

SUBJECT: **Police Department Policies**

RECOMMENDATION:

Staff recommends the approval of a resolution amending Fayetteville Police Department policies 26.1.1 Disciplinary Matters & Award Procedures, 41.2.7 Department Response to Subjects with Mental Health Issues, and 61.2 Collision Investigation.

BACKGROUND:

The Fayetteville Police Department is currently in the process of reviewing and updating policies to make necessary changes and to meet new protocols.

DISCUSSION:

Fayetteville Police Policy 26.1.1 Disciplinary Matters & Awards Procedures is an existing policy that contains changes, including changing "officers" to "sworn personnel" to match CALEA standard language, and updates to conform to current practices and city policy. Fayetteville Police Policy 41.2.7 Department Response to Subjects with Mental Health Issues is an existing policy that contains changes to meet updated practices and state statutes. Fayetteville Police Policy 61.2 Collision Investigation is an existing policy that contains changes to meet updated practices and state statutes.

BUDGET/STAFF IMPACT:

These policies will not have any impact on the budget or staff at this time.

Attachments:

SRF 2025-2539, Staff Memo, Fayetteville Police Department Polices for December 16, 2025 Meeting.

POLICIES, PROCEDURES, AND RULES

Subject: 26.1.1 Disciplinary Matters & Award Procedures	**Effective Date:** ~~November 7, 2024~~
Reference: 1.3.1, 12.1.1, 26.1.2, 41.1.1, 52.1.1, HR-05	Version: ~~6~~ 7
CALEA: 1.2.10, 22.4.1, 26.1.4, 26.2.4, 26.1.3 26.1.5 NT, 26.1.8 NT, 26.1.6 NT, and 26.1.2 NT	No. Pages: ~~10~~ 11

I. PURPOSE

Effective discipline is a positive process when its perceived purpose is to train or develop by instruction. Among the programs having an impact on discipline in a law enforcement agency are selection, training, direction, supervision, and accountability. These elements are inter-dependent, and a weakness in any one is damaging to effective discipline. Many standards bearings on a disciplinary system are included in other chapters relating to selection, training, and direction. Therefore, the purpose of this directive is to focus on the accountability component of a disciplinary system [CALEA 26.1.4].

II. DISCUSSION

It shall be the policy of the Fayetteville Police Department to follow and abide by the disciplinary policies and procedures in effect and addressed in the rules and regulations of the Civil Service Commission of the City of Fayetteville. An employee whose work becomes unsatisfactory should immediately be notified by his/her supervisor in what way the work is deficient and what must be done if work performance is to be judged satisfactory [CALEA 26.1.5 (NT)]. An employee who is suspended or terminated for unsatisfactory performance of duties should normally have received three warnings:

Supervisor Counseling: an oral warning from the employee's supervisor. The supervisor must record the dates of the discussions with the employee, the performance deficiencies discussed, and the corrective actions required. [CALEA 26.1.5 (NT) 26.1.4 b.]. The supervisor shall maintain this record for the duration of the employee's performance evaluation period [CALEA 26.1.8 (NT)].

Written Record of an Oral Warning: an oral warning with a follow-up letter to the employee that sets forth the points covered in their discussion. The Chief of Police shall have authorized a written record of an oral warning. The supervisor shall keep a record of a written record of an oral warning. The supervisor should maintain this record for the duration of the employee's performance evaluation period [CALEA 26.1.8 (NT)].

Written Reprimand: a written warning from the Chief of Police (or in the Chief of Police's absence, the Deputy Chief of Police) serving notice upon the employee that noted deficiencies must be corrected immediately in order to avoid further disciplinary action up to and including termination. A written reprimand shall be placed in the employee's personnel file [CALEA 26.1.8 (NT)].

An employee who is suspended without pay or terminated for unsatisfactory performance of duties or violations of policy shall receive a letter from the Chief of Police (or in the Chief of Police's absence, the Deputy Chief of Police) outlining the noted performance deficiencies or policy violations and effective date of suspension or termination. A copy of this letter shall be placed in the employee's personnel record [CALEA 26.1.4 c. and 26.1.8 (NT)].

A sworn employee so discharged, reduced in rank, or suspended for twenty-four hours or more shall have the right, within ten calendar days from the date of such written notice, to request a trial through the Civil Service Commission. Sworn employees should reference the Civil Service Rules and Regulations for procedures to request a trial [CALEA 26.1.6 (NT)].

Any sworn employee can request a grievance hearing to review a suspension of less than twenty-four hours by submitting a written explanation to the Civil Service Commission within ten calendar days of receiving such disciplinary action stating why such discipline was unwarranted or otherwise improper. Sworn employees should reference the Civil Service Rules and Regulations for procedures to request a grievance hearing [CALEA 22.4.1 a., b., c.].

The Administrative Services Captain should maintain departmental employees' administrative files. It should contain any letters of commendation or appreciation, administrative letters and replies, results of sustained punitive disciplinary action (written reprimand, suspension, demotion, and termination), as well as other pertinent information. Information in this file ~~will~~ shall be maintained indefinitely. All official personnel files are maintained by the City of Fayetteville's Human Resources Department [CALEA 26.1.8 (NT)].

It is suggested immediate supervisors maintain an employee performance/counseling file for each person under their supervision. This file might contain oral warnings during the current evaluation period, letters of job-related counseling sessions, copies of correspondence between the employee and supervisor, complementary correspondence, and other similar information regarding the performance of the employee. This material must be kept in a secured location by the immediate supervisor. This information should be purged after one year and after being noted on the employee's performance evaluation [CALEA 26.1.8 (NT)].

Nothing in this policy shall prohibit the Chief of Police from exercising all authority granted under Civil Service Commission Rules and the Arkansas Code.

A. Compliance with Department Directives

Supervisors are expected to set a proper example to their subordinates in the matter of due respect and regard for the policies, procedures, and rules in all matters pertaining to proper discipline.

1. The primary function of a supervisor is to maintain the day-to-day activities of police operations. Compliance with department directives is an integral part of those operations. Supervisors are authorized to take action when department directives are not being followed [CALEA 26.1.5 (NT)]:
   a. A supervisor may elect to coach an employee whose performance has been found to be deficient [CALEA 26.1.4. b.].
   b. A supervisor, after approval from his or her division captain, may refer an employee to the Training Division or designated supervisor to correct deficient performance [CALEA 26.1.4 a.].

c. A supervisor may document deficient performance and refer it to the Chief of Police in the form of an official complaint.
d. In cases of a major infraction of policy or department directive, a supervisor may relieve an employee of duties, with pay, and refer the matter to the Chief of Police [CALEA 26.1.4 c.].

2. In case(s) of alleged unjust treatment in violation of these policies, procedures, and rules, any employee may make a complaint against a supervisor. When any employee suspects a violation of these policies, procedures, and rules has occurred, they are to notify the Chief of Police for investigation and may request results of the findings. Reporting a suspected violation confidentially is not a violation of the policies, procedures, and rules.

B. Infractions Sufficient for Termination from the Department

1. The following acts, infractions, or violations of the policies, procedures, and rules may be deemed sufficient cause for termination from the department. This list is not exhaustive, and other actions may also lead to termination.
   a. Violate any federal, state or local law.
   b. Unbecoming Conduct.
   c. Negligence.
   d. Willful failure to obey any lawful and reasonable direction given by a superior having authority to give such direction.
   e. Being disrespectful or discourteous in manner, action, or attitude toward superiors, fellow employees, or private citizens while on duty.
   f. Being under the influence at any level of intoxicants, or illegal drugs, including abuse of prescription drugs while on duty.
   g. Absence without leave - Absence without leave is defined as any time a department member is scheduled for work and fails to report for duty without first notifying a supervisor prior to the start of the scheduled shift.
   h. Incompetence - May be demonstrated by:
      (1) Failing to meet performance standards or essential job duties/requirements, with or without reasonable accommodation;
      (2) Demonstrating insufficient skills or knowledge necessary to perform duties despite training or opportunity to improve; or
      (3) Failure to improve performance after adequate training.
   i. Driving any machine or apparatus of the department carelessly or maliciously, in such a manner as to collide with, cause personal injury, damage a vehicle or other property, or any other wanton or malicious conduct, which causes injury or damage to a citizen or property.
   j. Neglect or refusal to pay just debts.
   k. Agitating or creating dissension in the department or attempting in any manner to cause ill feeling against any member of the department.
   l. Making any false or unwarranted report, either publicly or otherwise, about a member of this department.
   m. Dishonesty at any time when representing this department.
   n. Lack of Candor when questioned by a department supervisor or during any Office of Professional Standards investigation.

o. Failure to Intervene-Employees have a duty to prevent or stop misconduct by another employee when it is appropriate and reasonable to do so [CALEA 1.2.10].
p. Duty to Report-Employees have a duty to report any misconduct which they become aware of and shall notify a supervisor as soon as possible [CALEA 1.2.10].

C. Accountability and Responsibility

1. All employees when reporting for duty shall be completely attired in the regulation uniform or dress attire as prescribed by the Chief of Police (FPD Policy 41.3.5 Grooming and Uniform Requirements). Failure to do so may subject the member to disciplinary action.

2. It shall be the policy of the Fayetteville Police Department that all personnel maintain sufficient competency to properly perform their duties and assume the responsibility of their positions. Personnel shall perform their duties in a manner which will maintain the highest standards of efficiency in carrying out the functions and objectives of the department. Unsatisfactory performance may be demonstrated by, but not limited to:
   a. Lack of Knowledge: Insufficient understanding of the application of laws and ordinances required to be enforced.
   b. Inability to Perform Tasks: Unwillingness or inability to perform assigned tasks.
   c. Failure to take Appropriate Action: Inadequate response to crimes, disorders, or other conditions deserving police attention.
   d. Negligence: Inadequate performance of duties or inattention which resulted in damage or harm to individuals, property, or the public.
   e. Absence without leave: Being absent from duty without proper authorization.
   f. Repeated Infractions: A documented history of repeated infractions of policies, procedures, rules, directives, or general orders of the department.

D. Professional Conduct

Employees should be governed by ordinary rules of good behavior observed by law-abiding and self-respecting citizens.

1. Conduct toward fellow employees:
   a. Employees shall conduct themselves in a manner that fosters cooperation among members of this department, showing courtesy, consideration, and dignity in their interactions with one another.
   b. Employees shall not use language or engage in acts that demean, harass, bully, or intimidate others. (See FPD 26.1.2 Harassment and Discrimination in the Workplace)
   c. Employees shall not engage in physical altercations between themselves under any circumstances.
   d. The use of obscene, immoral, profane or disrespectful language or attempts to cause undue or unfavorable reflection(s) upon any member of the department ~~will~~ shall not be tolerated.

e. Employees shall not use any idle, indiscreet, disrespectful or discriminatory remark(s) or rudeness or any greeting(s), conversation(s), or remark(s) tending to show undue familiarity with members of this agency while at work [CALEA 26.1.3].

2. Conduct toward the public:
   a. Employees shall treat individuals with courtesy, consideration, and dignity.
   b. Employees shall not employ an overbearing attitude or use language that might belittle, ridicule, or intimidate individuals.
   c. Employees shall not use any idle, indiscreet, disrespectful or discriminatory remark(s) or rudeness or any greeting(s), conversation(s), or remark(s) tending to show undue familiarity with members of the public while at work.

3. Unbecoming Conduct: Employees ~~will~~ shall conduct themselves at all times, both on and off duty, in such a manner as to reflect most favorably on the department. Unprofessional conduct and irresponsibility ~~will~~ shall include that which brings the department into direct disrepute, publicly or amongst its employees, or reflects direct discredit upon the employee, or impairs the operation or efficiency of the department or employee.

   Misrepresentation by an employee of his/her identity, occupation, status or involvement in illegal activity when such misrepresentation is authorized by a supervisor and done in furtherance of and pursuant to an authorized law enforcement operation shall not be deemed a violation of this directive.

E. Relationships in the Workplace

The FPD is committed to maintaining a professional and ethical work environment. Workplace relationships can create conflicts of interest, perceptions of favoritism, or disruptions to operations. This policy ensures transparency and prevents conflicts that could compromise the integrity of the department.

~~a. All supervisors are strictly prohibited from dating any employee they supervise and/or who is within their chain of command.~~
~~b. Co-workers who do not manage and/or supervise each other may continue in the dating relationship but must inform their direct supervisor and the Chief of Police of the relationship. The Chief of Police may consult with the Director of Human Resources if there is any concern regarding the existence of the relationship.~~
~~c. Employees who fail to inform their supervisor and the Chief of Police of their dating and/or physical relationship will be subject to disciplinary action up to and including termination.~~

1. Employees involved in a dating, physical, sexual, or romantic relationship with another FPD employee must disclose the relationship by completing the Relationship Disclosure Form and submitting it to their direct supervisor.
   a. The supervisor must forward the Relationship Disclosure Form through the chain of command to the Chief of Police.

b. The Chief of Police may consult with the Director of Human Resources if there is any concern regarding the existence of the dating, physical, sexual, or romantic relationship.
c. Alternatively, the Chief of Police may require the Relationship Disclosure Form to be submitted directly to the City of Fayetteville Human Resources Department [HR-05].

2. Supervisor-subordinate relationships are strictly prohibited.
   a. Supervisors are strictly prohibited from engaging in any dating, physical, sexual, or romantic relationship with an employee within their chain of command.
   b. This includes direct supervision as well as any indirect supervisory relationships within the employee's division or command structure.

3. If there is any question as to whether a relationship may or may not be permitted according to this policy or an employee's chain of command structure, refer to FPD Policy 12.1.1 and the FPD organizational chart for clarification.

4. Employees who fail to disclose a workplace relationship as required by this policy shall be subject to disciplinary action, up to and including termination.
   a. Any supervisor found to be in violation of the prohibition against supervisor-subordinate relationships shall be subject to disciplinary action, up to and including termination.

5. Section E of this policy expands upon City Policy HR-05: Relationships in the Workplace. While HR-05 remains in effect, this section provides more detailed guidance specific to the Fayetteville Police Department.

F. Use of Alcohol & Drugs

1. No employee shall possess or consume alcoholic beverages while on duty or at the police department. Possession is authorized when directly related to a case or as an evidence item.
2. Employees are prohibited from reporting to work with a blood alcohol content (BAC) level higher than .000.
3. Employees are prohibited from using or possessing illegal drugs. Possession is authorized when directly related to a case or as an evidence item.
4. No employee shall be absent or sick from scheduled duty due to the use of alcoholic beverages, illegal drugs, or abuse of prescription drugs.
5. Failure to submit to a supervisor ordered blood or alcohol test shall result in a disciplinary action up to and including termination.
6. When deemed operationally necessary, ~~officers~~ sworn personnel in undercover assignments may consume alcoholic beverages and/or simulate the use of drugs. In doing so, ~~officers~~ sworn personnel shall submit a memo to their supervisor documenting the consumption of alcohol or simulation of the use of drugs.

G. Abuse of Authority

1. No officer shall receive or collect any fine or fines for parking tickets, other traffic violations, or any other offenses whatsoever. Members shall courteously advise citizens that all fines are payable at the Fayetteville District Court.
2. No employee shall directly or indirectly, except by permission of the Chief of Police, sell tickets, solicit any money, circulate any petitions, subscriptions, or allow the use of the department's name for any fair, exhibition, benefit, or similar project. In deciding whether to grant such permission, the Chief of Police shall not discriminate against any officer of the department. Such permission may be granted if the activity will not adversely affect the administration or management of the department or decrease the trust or confidence of the public.
3. Employees shall not create a conflict of interest by taking, soliciting, retaining, receiving or extorting any fees, property, rewards, gifts, compensation, or thing of value or free service in any form from any person, firm, or corporation for any services rendered in the conduct or performance of the duties as a police officer. However, the police department does recognize there are occasions when members of the public want to make a kind gesture toward a member of the department and expects nothing in return. Employees may not accept gifts, money, discounts, or favors, other than those of nominal value. "Nominal Value" means items with a value less than $100.00. The acceptance of any currency or prepaid stored value money card of any value must be approved by the Chief of Police or his or her designee.
4. It shall be the policy of the Fayetteville Police Department that its employee shall not recommend or suggest in any manner, except in the transaction of personal business, the employment or procurement of a particular product, professional service, or commercial service (such as an attorney, towing firm, bail bondsman, mortician, etc.).

H. Use of Force

1. Refer to FPD Policy 1.3.1 (Use of Force).

I. Proper Care & Maintenance of Equipment

1. Employees shall not loan any department equipment or tools, except on permission of the Chief of Police or other supervisor.
2. The reporting procedures for damaged, lost or stolen department issued equipment:
   a. Each employee is responsible for maintaining and keeping track of his or her department issued equipment.
   b. Damaged, lost or stolen equipment shall be reported to the employee's immediate supervisor in a memorandum. The document shall be forwarded through the employee's chain of command to the Chief of Police.
   c. The Office of Professional Standards/Development Lieutenant ~~will~~ shall track damaged, lost, or stolen department issued equipment.

d. A case report may be required if the lost or stolen item is law enforcement sensitive or could create a security risk.

J. **Employee Awards/Commendations** [CALEA 26.1.2 (NT)]

1. Commendation procedures shall be made available to the community through the Public Information Officer/Community-Oriented Policing Unit and disseminated to all employees annually [CALEA 26.2.4].

2. It shall be the policy of this department to recognize heroic actions, meritorious service and significant achievements under the provisions of this policy. Facilitation of awards ~~will~~ shall be made through the Awards Committee. The Awards Committee ~~will~~ shall be comprised of departmental Captains, as permanent members, and departmental employees as appointed by the Chief of Police. Nominations to the Awards Committee will be received by way of the departmental award application form. The Awards Committee ~~will~~ shall review all applications and make recommendations to the Chief of Police who has final authority on awards. Awards ~~will~~ shall be presented at a time designated by the Chief of Police.

3. Classification of Awards

   a. Chief's Award of Valor: Nominated by the Chief of Police, awarded for an act of extraordinary bravery or heroism by an employee who has demonstrated in great degree the characteristics of selflessness, personal courage and devotion to duty.
   b. Exceptional Duty Award: Nominated by departmental supervisors, awarded for exceptional performance, which, in the opinion of the supervisor, is deserving of recognition.
   c. Life Saving Award: Nominated by any employee of the department, awarded for a successful effort in saving a human life which involved exceptional courage or performance.
   d. Unit Meritorious Performance Award: Nominated by any employee, awarded to any individual or unit (sworn or civilian) who has exhibited exceptional professional skill and conduct during a coordinated action.
   e. Fayetteville Police Department Commendation: Nominated by any employee, awarded to any employee for an outstanding act or achievement, which brings great credit to the department and involves performance above and beyond that required by the individual's basic assignment.
   f. Community Service Award: Nominated by any employee, awarded to any employee for involvement both on and off duty in youth activities, work with non-profit organizations, working with the police department on special projects or other activities for the public good.
   g. Outstanding Citizen Award: Nominated by any employee, awarded to a citizen/member of the community who helps the department in apprehension of criminals or any other significant manner.

h. Police Blue Star Award: Nominated by the Awards Committee, awarded to any sworn employee who has been seriously, critically or fatally injured while in the performance of police duty. This award should be limited to those incidents resulting from attack by an assailant, personal combat or the performance of an act of valor.

i. Police Blue Shield Award: Nominated by the Awards Committee, awarded to any sworn employee who, as a result of accidental cause, has been seriously, critically or fatally injured while in the performance of police duty. This award should be limited to those cases resulting from an accident.

j. Letters of Commendation: A letter of commendation may be written by the Chief of Police to any employee for job performance that might not meet the criteria for the above listed awards, but merits recognition nonetheless. Any person may recommend an employee of this department receive a letter of commendation by submitting a memorandum to the Chief of Police. A letter of commendation may be given:
   (1) To commend an employee for completing a job task in an exemplary manner.
   (2) To commend an employee for submitting a recommendation which directly contributes to increased department productivity or efficiency.
   (3) For any other reason deemed appropriate by the Chief of Police.

k. Certificate of Recognition: Nominated by departmental supervisors, this award is presented to one officer on each patrol shift, recognizing the highest level of over-all performance on his/her given shift. These officers have excelled above the normal course of daily duties.

l. Dispatcher Distinguished Service Award: Nominated by departmental supervisors, this award is presented to any dispatcher for exceptional performance, which, in the opinion of the supervisor, is deserving of recognition.

m. Special Commendation: Nominated by any employee, an award presented to any sworn or civilian member who through his or her efforts has made a significant impact on public safety or crime prevention.

n. Police Officer of the Year (Patrol Officer): Nominated by any employee, this officer must have shown him or herself to have exceeded the duty requirements of his/her position, exemplified the values of professionalism and dedication, demonstrated a distinct pattern of community service, and proven his/her personal dedication to serve and protect the community. This award is presented to any police officer who has performed outstanding service as a police officer, over and above what is required as part of that officer's normal duties and functions:
   (1) Considerations for this award:
      (a) To what extent has the officer positively influenced the public's perception or confidence in the police department?
      (b) To what extent has the officer been involved in acts of compassion, humanity or support for individuals?
      (c) To what extent has the officer demonstrated exceptional devotion to a particular police activity or duty?

(d) To what extent has the officer demonstrated excellence in a particular policing role or task?

o. Police Officer of the Year (Specialized Division): Nominated by any employee, this officer must have shown him or herself to have exceeded the duty requirements of his/her position, exemplified the values of professionalism and dedication, demonstrated a distinct pattern of community service, and proven his/her personal dedication to serve and protect the community. This award is presented to any police officer who has performed outstanding service as a police officer, over and above what is required as part of that officer's normal duties and functions:
   (1) Considerations for this award:
      (a) To what extent has the officer positively influenced the public's perception or confidence in the police department?
      (b) To what extent has the officer been involved in acts of compassion, humanity or support for individuals?
      (c) To what extent has the officer demonstrated exceptional devotion to a particular police activity or duty?
      (d) To what extent has the officer demonstrated excellence in a particular policing role or task?

p. Civilian Employee of the Year: Nominated by any employee, this award is presented to any civilian employee for recognizing performance for extra duties beyond those normally assigned:
   (1) Considerations for this award:
      (a) Performing other roles when the department is short-staffed; developing new work methods that reduce waste or stretch resources;
      (b) Making creative suggestions that save the department time/money; provides services to others that are beyond the assigned responsibilities;
      (c) Documented consistently outstanding job performance and completing duties in an outstanding manner, setting an example of achievement for others to follow;
      (d) Demonstrated leadership in performing duties that resulted in improved productivity of the unit, including customer focus, promoting teamwork, and commitment to achieving excellence;
      (e) Demonstrates significant contributions to the community or charitable volunteer organizations; exemplifies the Fayetteville Police Department values of, "Honor, Respect, Professionalism, and Integrity."

q. Dispatcher of the Year: Nominated by any employee, this dispatcher has shown to have exceeded requirements of the position, exemplified the values of professionalism and dedication, and demonstrated excellent customer service to the community. This award is presented to any dispatcher who has performed outstanding service, over and above what is required as part of the dispatcher's normal duties and functions:
   (1) Considerations for this award:
      (a) To what extent has the dispatcher positively influenced the public's perception or confidence in the police department?

(b) This dispatcher has demonstrated the knowledge to get the job done, and the drive to produce the best work possible. This recipient is recognized for consistently going the extra mile in serving the public, officers and other co-workers.
(c) This dispatcher demonstrates resourcefulness and enthusiasm in accomplishing the work necessary to perform this job. The recipient has shown excellence in their quality of service, and work ethic.
(d) This dispatcher shows a remarkable ability to deal with challenging situations and critical incidents.
(e) This dispatcher has demonstrated leadership in performance of duties and promotes teamwork and commitment to excellence.

POLICIES, PROCEDURES, AND RULES

Subject: 41.2.7 Department Response to Subjects with Mental Health Issues	**Effective Date:** ~~November 10, 2020~~
Reference: FPD 1.3.1, FPD 71.1.1, A.C.A § 20-47-202, A.C.A § 20-47-204, A.C.A § 20-47-207, A.C.A § 20-47-210	Version: 4
CALEA: 41.2.7	No. Pages: 5

I. PURPOSE

The purpose of this policy is to provide ~~officers~~ sworn personnel with effective resources for persons in need of mental health service and to provide information on legal and procedural requirements to assist them in providing the highest possible degree of service to this community.

It is the practice of the Fayetteville Police Department (FPD) to protect emotionally disturbed persons from harming themselves or others. ~~Officers~~ Sworn personnel are likely to encounter subjects with mental health issues in the course of their daily activity. It is important to understand that subjects with mental health issues may require more time, different communication strategies, and unusual decision-making in order to effectively address the issues at hand. Effective strategies for dealing with this population must place priority on public safety, the needs of the community, and the requirements and rights of the individual [CALEA 41.2.7].

II. POLICY

~~Officers~~ Sworn personnel ~~will~~ shall make every effort to deal with subjects believed to have mental health issues in a manner that will provide maximum safety to themselves, the community, and the subject. When possible, an officer should have another officer present at all times when dealing with subjects believed to have mental health issues. ~~Officers~~ Sworn personnel ~~will~~ shall take steps to ensure such persons receive appropriate treatment to the extent possible (See flow chart on page 5).

A. Recognizing Subjects with Mental Health Issues

1. Mental Illness: ~~Arkansas~~ A.C.A. § 20-47-202 (12~~0~~) (A) defines "mental illness" as a substantial impairment of emotional processes, or ~~of~~ the ability to exercise conscious control of one's actions, or the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. A.C.A. § 20-47-202 (12) (B) states “mental illness” does not include impairment solely caused by: Epilepsy, intellectual or other developmental disability, continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs, or dependence upon or addiction to any substance such as alcohol or drugs.

2. Behavioral Health Impairment: A.C.A. § 20-47-202 (22) defines "behavioral health impairment" as a substantial impairment of emotional processes, the ability to exercise conscious control of one's actions, or the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions that interfere with one (1) or more activities of daily living.
3. ~~Officers'~~ Sworn personnel's decisions to hospitalize or deal with a subject with mental health issues informally should be based on the degree of symptoms being displayed. The warning signs or symptoms may include, but should not be limited to, the following [CALEA 41.2.7 a.]:

    a. Confused thinking
    b. Prolonged depression, including sadness or irritability
    c. Feelings of extreme highs and lows
    d. Paranoia, excessive fears, worries, and anxieties
    e. Dramatic changes in sleeping or eating habits
    f. Strong feelings of anger
    g. Delusions or hallucinations
    h. Suicidal thoughts
    i. Denial of obvious problems
    j. Numerous unexplained physical ailments
    k. Substance abuse
    l. Social withdrawal
    m. Threatening behavior

B. Initial Contact Guidelines [CALEA 41.2.7 c.]

1. Initial Contact: Any person exhibiting signs of uncontrolled mental health issues may be experiencing the effects of a severe medical condition, a chemical imbalance, brain damage, the effects of narcotic use, or a combination of any/all of the above.

    a. ~~Officers~~ Sworn personnel should not attempt to diagnose symptoms. ~~Officers~~ Sworn personnel may be called upon to articulate any observations and to make sound decisions based on those observations.
    b. ~~Officers~~ Sworn personnel ~~will~~ shall always remember that any person, including a subject with mental health issues, can be dangerous. Additionally, violent subjects with mental health issues may not respond in a predictable manner when physical force is being used. They may not respond to painful stimuli as others would, and they may be unusually strong during an acute psychotic phase.

2. Gathering Facts: Gather information that will assist in making decisions and that may be used in a criminal or civil proceeding at some point.

    a. Information may come from the subject, friends, family, and witnesses.
    b. Valuable information may also be found when reviewing prescription medications or in conferring with the person's psychiatric staff.

3. ~~Officer's~~ Sworn personnel's Evaluation of Subject: When an officer encounters a person whom he/she believes may need mental health care, the officer shall evaluate

the person's condition and determine an appropriate disposition of the person, in accordance with ~~Arkansas~~ A.C.A. § 20-47-204, ~~Arkansas~~ A.C.A. § 20-47-207, and ~~Arkansas~~ A.C.A. § 20-47-210. ~~Officers~~ Sworn personnel must first decide if, in their judgment based on training, experience, and input from mental health professionals and/or family members of the subject, the subject displays mental health issues AND is:

a. A clear and present danger to him/herself; and/or
b. A clear and present danger to others; and/or
c. Gravely disabled (to the point that they can no longer take care of basic functions such as secure shelter, medicine, food, or basic hygiene); and/or
d. Suffering a medical condition that causes a behavioral health impairment, including, without limitation, dementia, encephalitis, or delirium, such that he/she poses a clear and present danger to himself/herself, or others.

4. Unless the Subject willingly agrees to go to a treatment facility, and the above criteria are met, a custodial detention is required on the part of this department.

a. Custody can either take the form of a physical arrest or protective custody. In the event of arrest, ~~Officers~~ sworn personnel shall complete a charging instrument (preliminary arrest form) with a listed violation of a state statute.
b. ~~Officers~~ Sworn personnel SHALL NOT take a person into protective custody and place them in a jail setting without a chargeable offense.

5. Persons believed to be suffering from mental health issues that do not pose an immediate danger to themselves or others may receive the following services from this department:

a. Employees can utilize Crisis Intervention Team (CIT) trained officers and/or the Crisis Intervention Response Team to provide assistance and additional resources [CALEA 41.2.7].
   (1) CIT trained officers have ~~additional~~ specialized training in law enforcement response to people experiencing a mental health crisis. ~~mental health issues and are able to assist people with mental health issues with acceptance to the Crisis Stabilization Unit (CSU).~~
   (2) The CIRT can assist individuals, families, and the community with determining appropriate levels of care for those experiencing mental health crises. They assist by conducting needs assessments, making recommendations for treatment, and developing care plans that identify resources for unmet social determinants of health. This includes education, food, household goods, healthcare, legal issues, social support, transportation, financial issues, housing, and employment.
b. Transportation or direction to a local treatment facility for voluntary admission. Assistance in contacting supportive family, friends, and/or care providers.

6. Transportation: Patrol units equipped with safety screens ~~will~~ shall be used to transport persons to treatment facilities. ~~Officers~~ Sworn personnel should refer to ~~Fayetteville Police Department~~ FPD Policy 71.1.1 for transportation guidelines.

C. Involuntary Commitment

1. ~~Arkansas~~ A.C.A. § 20-47-207 states that a person shall be eligible for involuntary commitment if he or she is in such a mental condition as a result of mental health issues, disease, or disorder, or a medical condition that causes a behavioral health impairment, that he/she poses a clear and present danger to himself/herself or others.
2. State law requires any person placing a protective hold on another person to take that subject to a hospital or receiving facility for treatment (A.C.A. § 20-47-201—210).
3. Involuntary Commitment: If an officer has personally witnessed a person's behavior, which meets the criteria for involuntary commitment, received information from an interested citizen willing to seek a petition for involuntary admission, or upon the authorization of a Supervisor, the officer shall:

    a. Take the person into custody. This can either be through arrest if an actual crime has been committed or through protective custody, as detailed in ~~Arkansas~~ A.C.A. § 20-47-210**.**
    b. Transport the person to Washington County Jail or to the appropriate facility for screening and evaluation.
    c. Provide jail staff or the initial screener with as much information as possible about the person's condition.
    d. Stay with the person until jail staff or hospital/treatment facility security arrives and a report is given to receiving personnel. (~~Officers~~ Sworn personnel may use their discretion to stay in the hospital facility longer in cases when the subject is still violent and difficult to control.)
    e. Complete a charging instrument (preliminary arrest form) if an arrest has been made.
    f. Complete a petition for involuntary commitment and attach it to an informational report. **(The petitioning officer must sign the affidavit.)**
    g. Leave a copy of the petition and informational report in the ~~CID mailbox~~ CIRT office. ~~CID~~ CIRT personnel ~~will~~ shall be responsible for forwarding the reports to the Washington County Prosecutor's Office.

4. Current hospital and treatment center protocol will be maintained and is available in the squad room and in the agency's common drive. [CALEA 41.2.7 b.]
5. Note: If an officer has not witnessed behavior that would allow him/her to articulate under oath the need for involuntary commitment, but other adults have witnessed the behavior, those witnesses should be encouraged to file a petition for involuntary commitment with the Washington County Prosecutor's Office.
6. ~~Officers~~ Sworn personnel may use a reasonable and appropriate level of physical force necessary to control and transport persons for the purpose of involuntary commitment or for the enforcement of a court order, in compliance with ~~Fayetteville Police Department~~ FPD Policy 1.3.1.

D. Felony Arrest

1. No petition for Involuntary Commitment is necessary in the case of a felony arrest.
2. Felony arrests may result in a court order requiring immediate confinement of a subject with mental health issues into the Act 911 Program.
3. In instances where crimes have been committed, particularly against other persons, an arrest is the preferred method of action:

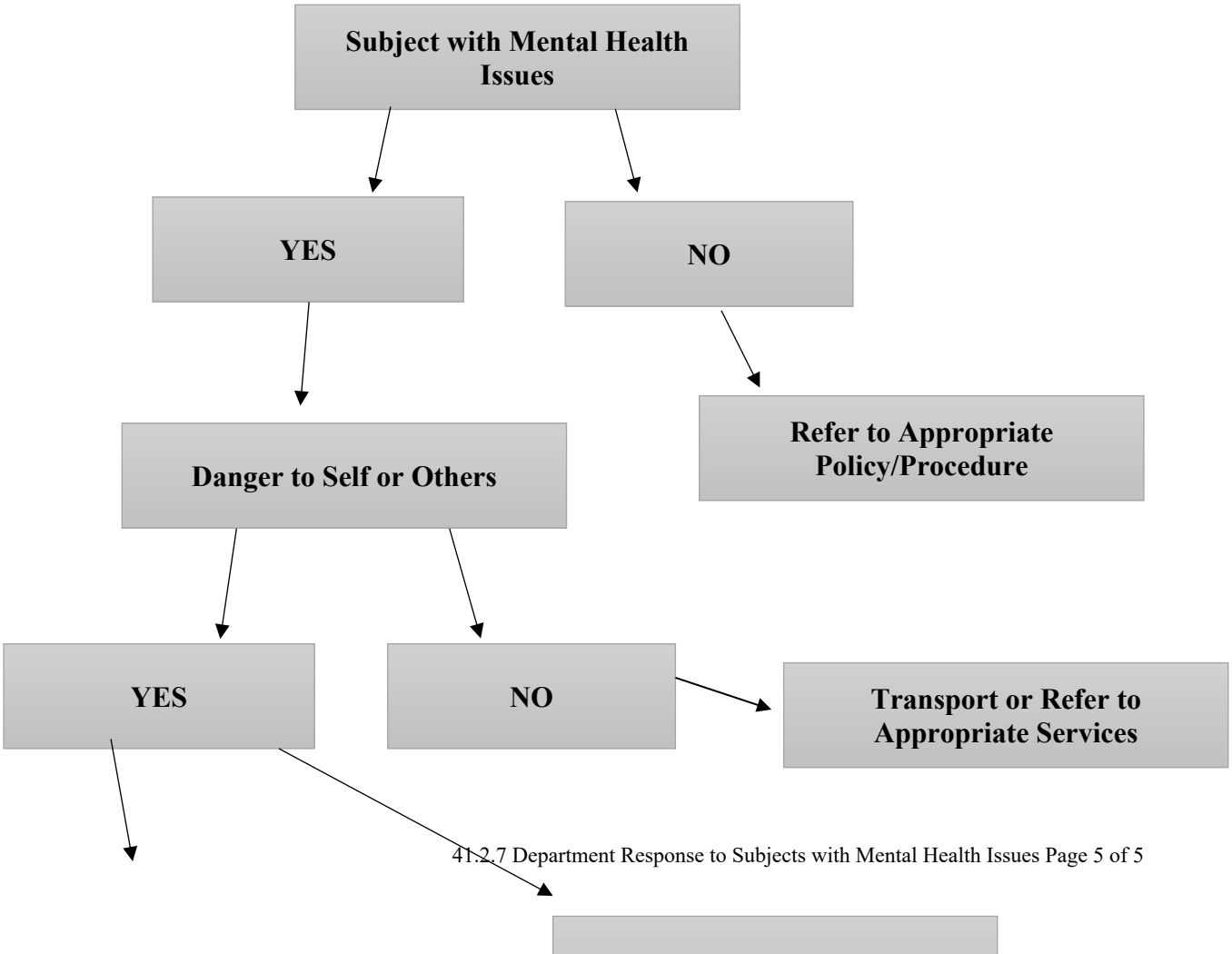
E. Interview and Interrogation [CALEA 41.2.7 c.]

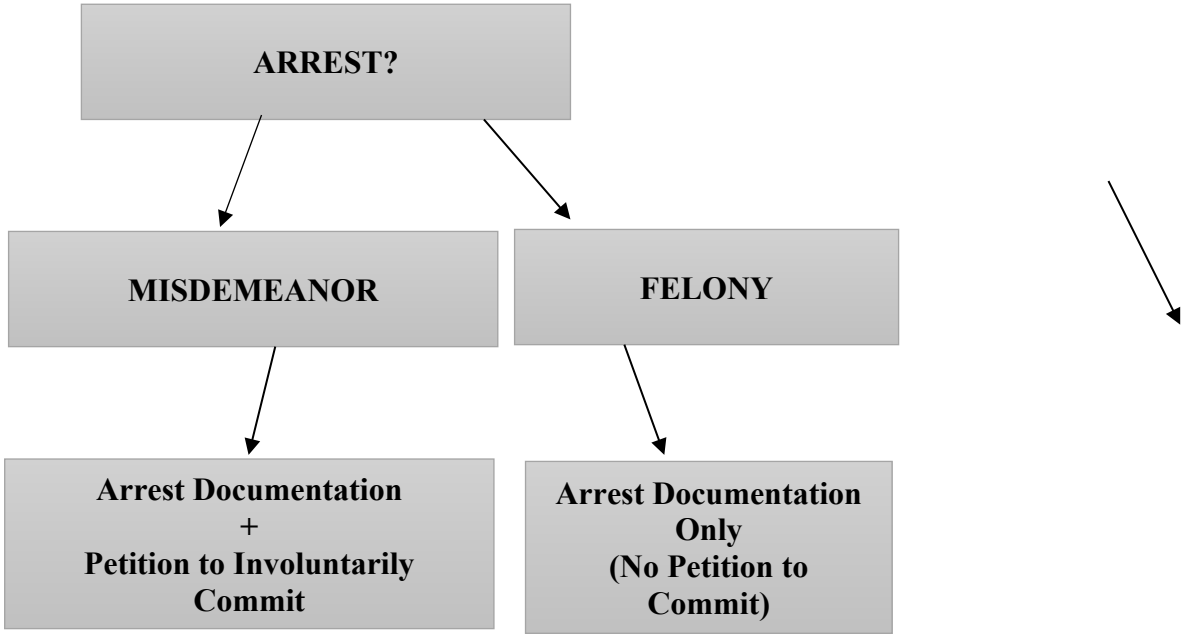
1. Persons who are presently experiencing mental health issues may be interviewed and/or interrogated in reference to an investigation.
2. Officer safety must remain of paramount importance, and having a second officer observing the interview is preferable.

F. Training

1. The Training ~~Division~~ Unit shall ensure that all employees ~~shall~~ receive documented entry-level and refresher training on applicable laws and handling persons suspected to have mental health issues. [CALEA 41.2.7 d.]
2. This documented refresher training shall occur annually and should include input/instructors from mental health professionals, mental health consumers, and law enforcement instructors. This training should be reviewed and updated annually [CALEA 41.2.7 e.].

Flow Chart for Department Response to Subjects with Mental Health Issues.





*An arrest should only occur if probable cause exists for a criminal offense.

POLICIES, PROCEDURES, AND RULES

Subject: 61.2 Collision Investigation	**Effective Date:** ~~November 5, 2020~~
Reference: A.C.A. § 27-53-202	Version: ~~2~~ 3
CALEA: 61.2.1 NT, 61.2.2 NT, 83.2.6, 83.1.1	No. Pages: 3

I. Purpose

A. The purpose of this policy is to provide guidelines in the response and investigation of motor vehicle collisions. This policy shall apply to all members of the Fayetteville Police Department (FPD).

II. Policy

A. ~~Officers~~ Sworn personnel, using techniques to properly complete the investigation and report, ~~will~~ shall investigate traffic collisions occurring within the jurisdiction of the ~~Fayetteville Police Department~~ FPD. ~~Officers should~~ Sworn personnel shall conduct thorough, on-scene investigations whenever possible, of traffic collisions involving [CALEA 61.2.1 NT, 61.2.2 NT]:

1. Death or Physical Injury;
~~2.~~ Property Damage ~~to the extent of more than $1000~~ in excess of $3,000, or when either party requests a report ~~damage~~ (A.C.A. § 27-53-202). ~~or when either party requests a report;~~ Sworn personnel shall exchange driver's license information, vehicle registration, and insurance carrier information between involved parties using the departmental collision exchange form. This exchange shall occur in all collisions regardless of reporting threshold. Sworn personnel shall exercise caution when estimating damage, as initial assessments may understate actual costs. When there is uncertainty, or if a driver requests a report, sworn personnel shall complete one. Failure to document a report when warranted may compromise liability determination, hinder insurance claims, or prevent proper investigation of associated offenses. If an officer remains uncertain whether a report is required, a supervisor shall be consulted prior to clearing the scene.
    a. Hit and Run;
    b. Traffic collisions involving impairment due to alcohol or drugs;
    c. Hazardous Materials;
    d. Disturbances between the parties involved;
    e. Damage to public vehicles or property;
    f. Major traffic congestion as a result of the collision;
    g. Damage to vehicles to the extent towing is required.

B. In most incidents, traffic collisions occurring on private property will not be investigated. Private property collision report forms will be made available in such cases. The following are incidents in which a report ~~will~~ shall be completed involving private property traffic collisions [CALEA 61.2.1 NT]:

1. Private property traffic collisions involving personal injury or impairment due to alcohol or drugs.
2. Private property hit and run traffic collisions in which viable suspect information is available.
3. Private property collisions involving substantial damage.
4. Private property traffic collisions involving city owned vehicles.
5. At the discretion of a supervisor.

The private property collision report form ~~will~~ shall be utilized to document such incidents.

C. Whenever a ~~Fayetteville Police Department~~ FPD vehicle is involved in a collision, the following shall occur:

1. Central Dispatch and a supervisor shall be notified immediately;
2. A supervisor ~~will~~ shall investigate the collision;
3. The supervisor may assign a collision reconstructionist to assist on collisions involving fatality, serious injury or are complex in nature.
4. The collision ~~will~~ shall be investigated by the appropriate agency if occurring outside the jurisdiction of the department, however, a supervisor, when possible, ~~will~~ shall respond to the scene;
5. The supervisor ~~will~~ shall submit a memorandum to the Patrol Captain detailing the collision.

III. Procedure

A. ~~Officers will~~ Sworn personnel shall respond as soon as practical to the scene of a collision. In less serious traffic collisions, officer response time will be influenced by the availability of ~~officers~~ sworn personnel. One or more officers ~~will~~ shall respond to traffic collisions of a serious or complex nature to investigate the collision, record short-lived evidence and restore the normal flow of traffic.

B. Officer responsibilities at the collision scene [CALEA 83.2.6]:

1. The primary officer assigned to the call is in charge of the scene of a collision and subsequent investigation. This determination can be made by assignment from Central Dispatch, appointment by a supervisor, or by collaboration of ~~officers~~ sworn personnel at the scene.
2. Protect the collision scene and any physical evidence;
3. Identify injured persons and provide emergency medical care, to the extent possible, until emergency medical personnel can respond;
4. Identify and deal with fire hazards and/or hazardous material until fire department personnel can respond;
5. Establish traffic control;
6. Identify drivers involved in the collision, as well as witnesses, and obtain statements

to be included in the report;
7. Record collision information to include the possibility of taking measurements and photographs;
8. Exchange information among drivers;
9. Collect and preserve evidence;
10. Expedite the removal of vehicles, persons and debris from the collision scene; and
11. Ensure for the control of property belonging to victims.

C. Traffic collisions involving death, serious physical injury or are complex in nature ~~may~~ shall be investigated by a departmental collision reconstructionist. A collision reconstructionist ~~will~~ shall be available to the Patrol Division twenty-four (24) hours a day. [CALEA 83.1.1] The supervisor ~~will~~ shall assign a collision reconstructionist in such events. The primary officer assigned to the original call ~~will~~ shall protect the collision scene and provide assistance as needed to the collision reconstructionist. The collision reconstructionist is responsible for the completion of all aspects of the collision investigation.

1. In collisions involving death or there is reason to believe death may result, the investigating officer shall cause blood to be drawn by qualified medical personnel for analysis for alcohol and/or narcotics.
2. In collisions involving other injury whereby the driver is taken to a medical facility and where probable cause exists to believe the driver might have been impaired due to alcohol and/or narcotics, the investigation officer shall cause blood to be drawn by qualified medical personnel for analysis.

D. All traffic collisions occurring on public roadways ~~will~~ shall be documented on the prescribed state approved collision form and completed utilizing the preferred departmental reporting system.

E. In the event a collision is reported after the vehicles have been moved from the scene:

1. A delayed collision report may be made available to the parties involved if there is property damage to the extent less than $~~1000~~ 3,000 and no death, physical injury or impairment due to alcohol or drugs is involved. A supervisor ~~will~~ shall review delayed collision reports for completeness or to assign follow up investigation as deemed necessary.
2. If any of the conditions listed above do exist, an officer must complete a collision report on the state prescribed report form utilizing the preferred departmental reporting system. The officer should note the fact the collision was reported on a delayed basis especially when the delay affects the determination of cause.

F. The nature of some traffic collisions may necessitate a follow-up investigation to obtain information that cannot be obtained at the collision scene. Follow-up investigation might include, but is not limited to:

1. Collecting off scene data such as additional information about the driver, pedestrians, vehicles etc.;
2. Obtaining/recording formal statements;
3. Reconstruction of the collision scene;
4. Processing reports to obtain criminal charges, if necessary; and

5. Court preparation.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2270

MEETING OF DECEMBER 9, 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-2025-0048: Rezoning (N. MARKS MILL LN/RAMAY JR. HIGH SCHOOL, 368): Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and UC, URBAN CORRIDOR, and contains approximately 26.7 acres. The request is to rezone the property to P-1, INSTITUTIONAL.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in central Fayetteville, east of College Avenue and south of where N. Marks Mill Lane terminates. Totaling approximately 26.7 acres, the property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and UC, Urban Corridor, and is within the Hillside/Hilltop Overlay District. The site is almost entirely covered with tree canopy and has an approximately 23% slope upward as the property moves eastward away from N. College Avenue.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, and UC, Urban Corridor, to P-1, Institutional.

Public Comment: Staff and the Planning Commission received comments in support of and in opposition to the request. Those in support value the centralized location for a potential school and appreciate the school district's proposed design. Some in support regarded the school's centralized location as an environmental net benefit, arguing that placing a school in the center of town would reduce vehicle miles traveled and overall emissions. Those in opposition issued concerns with the environmental implications of building a school facility on a tree-covered hillside, including erosion, stormwater runoff, and removal of significant tree canopy and negative effects to wildlife. Opposition also reflects concerns about traffic patterns and adequacy of existing street networks.

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. The property in question encompasses approximately 26 acres which fronts the 71-B Corridor to the west, and transitions into a residential neighborhood as it moves eastward. RSF-4 zoning allows for single-family residential uses where P-1 would allow for institutional uses such as schools, parks, and government facilities. More broadly, while the applicant intends to use this property for a public school, P-1 would be the appropriate zoning district to apply to this site if it were to be used for parks purposes, or other

community-oriented uses such as hospitals or community centers. Under the current zoning allowances, the RSF-4 portion of the site could be built to an overall density of 4 units per acre, or up to 92 single-family dwelling units. The UC portion could be constructed with an unspecified density allowance and up to 8 stories in building height. The lot widths, areas, and building height requirements in P-1 are compatible as well. While RSF-4 has a maximum building height of 3 stories, P-1 allows for a maximum building height of 6 stories. Given the property's slope, a 6-story structure would likely need to be built into the hillside for structural reasons, so a 6-story building is not likely to overpower either N. College Avenue or the surrounding residential neighborhood. The City of Fayetteville's zoning code governs story height by building code requirements, which state that a story is measured having its finished floor surface entirely above grade plane.

The Hillside Hilltop Overlay District also affects this property; this overlay is meant to protect development outcomes along hillsides by requiring additional tree preservation and engineered footings for structures to help avoid foundational issues in the future. Further, while the property is currently within a floodplain and there is a protected stream on site, these details are evaluated and reviewed for compliance at the time of development. Tree preservation requirements are also reviewed for at the time of development.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040. 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 rather than the existing designation. Building schools, parks, and other facilities closely to residential areas promotes walkability and desirability for residents and families and aligns with the City's goals for infill. These anchor institutions can also be catalysts for other types of nearby, compatible development, as opposed to citing these facilities in peripheral areas. Given the City's recent initiative to rezone the 71-B Corridor to a zoning designation that allows for residential uses, staff finds that this location for a school or other institutional use could help promote the type of development goals that the City intends for the overall corridor.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-9** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 138 W. North Street)
- Near Sewer Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Water Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Public School (Woodland Jr. High)
- Near City Park (Gregory Park)
- Near Paved Trail (Old Wire Sidepath Trail)
- Near ORT Bus Stop (N. College and Poplar)
- Appropriate Future Land Use (City Neighborhood, west side of site)
- Near 71B Corridor (Adjacent to N. College Avenue)

DISCUSSION:

At the October 27, 2025 Planning Commission meeting, a vote of 7-1-1 forwarded this item to the City Council with a recommendation of approval. Commissioner Payne made the motion with Commissioner McGetrick offering the second. (Commissioner Payne was opposed and Commissioner Cabe recused). Commissioners in support of the rezoning request found that it was compatible with surrounding land uses and consistent with overarching City goals. More specifically, Commissioners argued that an institutional zoning district in this location was likely the best outcome for a difficult piece of property to develop. In response to public comment, Commissioners conferred with the City Attorney's office and City staff regarding enforcement of private

covenants, factors for consideration when looking at a rezoning request, and what development-level details should be expected of an applicant at this time in the process. Recognizing that public improvements (such as street improvements or necessary traffic studies) would be discussed and determined at the time of a development proposal, Commissioners supported the request to change the zoning at this location. Commissioner Payne, who opposed the request, found that there were too many environmental concerns with the physical nature of the site and could not support it. Thirty members of the public spoke at the meeting, with 18 opposed, and 12 in favor. Four members of the public who were in favor were members of the Fayetteville Public School Board. Public comments are summarized above, and written comments are attached to the staff's packet.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report, 7. Additional Information - FPS Letter

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

File #: 2025-2270

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-48 FOR APPROXIMATELY 26.7 ACRES LOCATED SOUTH OF NORTH MARKS MILL LANE IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE AND UC, URBAN CORRIDOR 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 RSF-4, Residential Single-Family, 4 Units Per Acre and UC, Urban Corridor 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

2025-2270

Item ID

11/18/2025

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

Jonathan Curth	10/31/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0048: Rezoning (N. MARKS MILL LN/RAMAY JR. HIGH SCHOOL, 368): Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and UC, URBAN CORRIDOR, and contains approximately 26.7 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

Budget Impact:

Account Number			Fund	
Project Number			Project Title	
Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

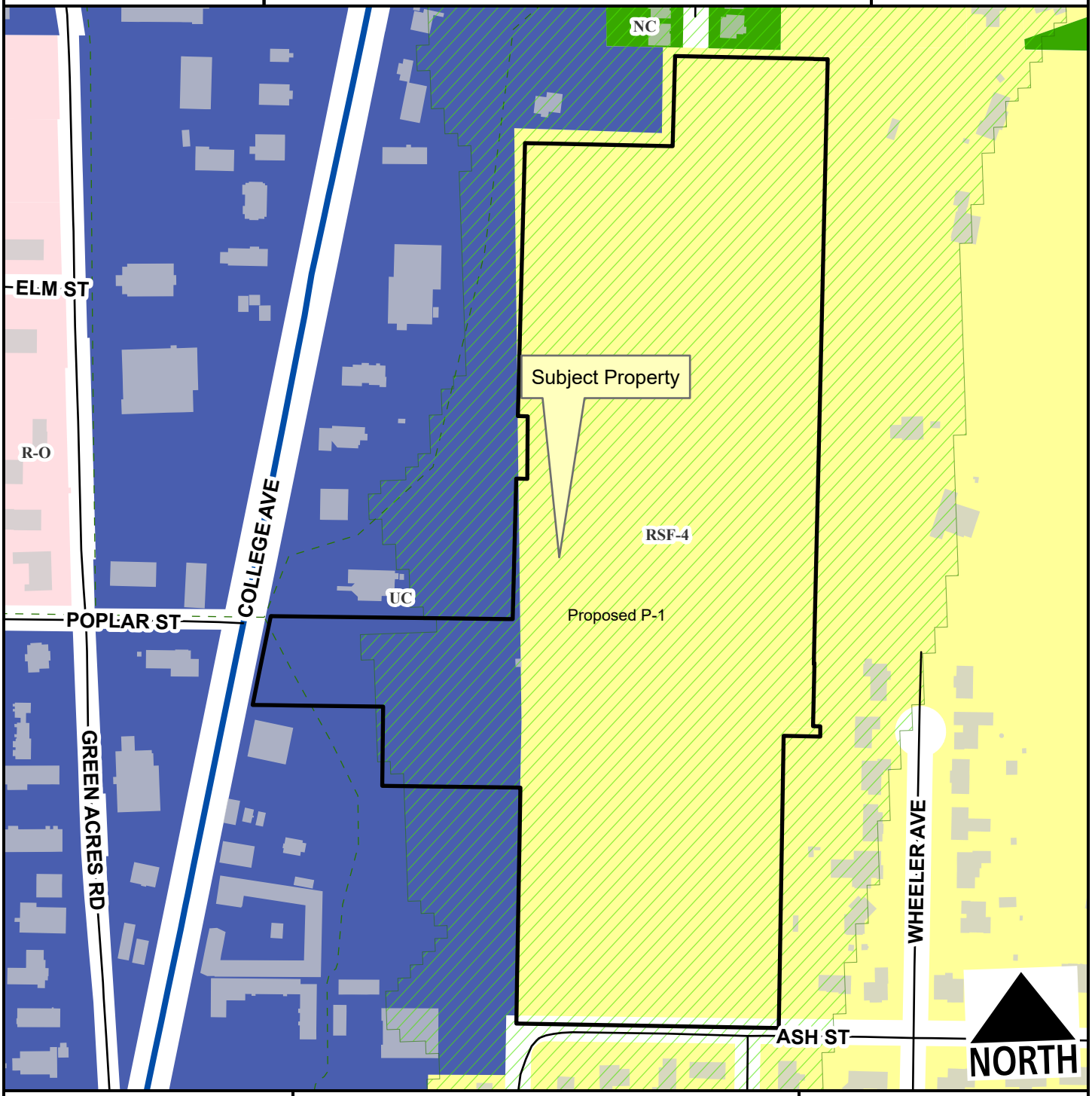
Comments:

RZN-2025-0048

Close Up View

N. MARKS MILL LN

EXHIBIT A



- Regional Link - High Activity
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 105 210 420 630 840

1:3,400

Zone	Current	Proposed
P-1	0.0	26.5
RSF-4	23.2	0.0
UC	3.1	0.0

Total 26.5 ac

EXHIBIT B

TRACT "A", AS PER PLAT RECORD 2024-000225626 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3, SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE THEREOF S03°00'13"W 176.40 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE NORTH LINE THEREOF S87°18'12"E 289.44 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID NORTH LINE N03°02'01"E 176.44 FEET TO THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3 ON THE NORTH LINE OF SAID TRACT "A", SAID POINT BEING A 5/8" IRON WITH PS 1642 CAP;
THENCE ALONG SAID NORTH LINE S87°18'41"E 299.51 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE EAST LINE THEREOF S02°50'50"W 1193.95 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE SOUTH LINE THEREOF S37°52'11"W 150.73 FEET TO A 1/2" IRON;
THENCE ALONG SAID SOUTH LINE N87°31'44"W 506.15 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3 AT THE SOUTHWEST CORNER OF SAID TRACT "A", SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE OF SAID TRACT "A" THE FOLLOWING FIVE COURSES:
THENCE N03°00'13"E 485.23 FEET TO THE SOUTH LINE OF DEED RECORD 2016-00026988, SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID SOUTH LINE S86°38'24"E 21.47 FEET TO THE SOUTHEAST CORNER OF DEED RECORD 2016-00026988, SAID POINT BEING A 5/8" IRON;
THENCE ALONG EAST LINE THEREOF N01°59'23"E 122.76 FEET TO THE NORTHEAST CORNER OF DEED RECORD 2016-00026988, SAID POINT BEING A 3/4" PIPE;
THENCE ALONG NORTH LINE THEREOF N86°54'20"W 19.30 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE LEAVING SAID NORTH LINE N03°00'13"E 534.82 FEET TO THE POINT OF BEGINNING, CONTAINING 16.52 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND

PART OF TRACT "B", AS PER PLAT RECORD 2024-000225626 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3, ON THE EAST LINE OF SAID TRACT "B", SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE THEREOF S03°01'22"W 129.90 FEET TO THE NORTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING A 5/8" IRON WITH PS 1532 CAP;

THENCE ALONG THE NORTH LINE THEREOF N87°17'46"W 270.41 FEET TO THE NORTHWEST CORNER OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON;
THENCE ALONG THE WEST LINE THEREOF N02°42'14"E 155.40 FEET TO A MAG NAIL;
THENCE LEAVING SAID WEST LINE N87°17'46"W 256.04 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE N13°35'18"E 177.82 FEET TO THE SOUTH LINE OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID SOUTH LINE S87°17'15"E 494.65 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE EAST LINE THEREOF S03°00'13"W 200.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND

PART OF THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID 40-ACRE TRACT, AND RUNNING THENCE SOUTH 3S.9 RODS; THENCE EAST 31.17 RODS; THENCE NORTH 35.9 RODS; THENCE WEST 31,17 RODS TO THE POINT OF BEGINNING. ALSO PART OF THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LAST DESCRIBED TRACT, AND RUNNING THENCE EAST 4 1/3 RODS THENCE SOUTH 20 FEET; THENCE WEST 4 1/3 RODS; THENCE NORTH TO THE POINT OF BEGINNING. ALSO PART THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 9 CHAINS EAST OF THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE NORTH 126 FEET; THENCE IN A SOUTHWESTERLY DIRECTION TO THE SOUTH LINE OF SAID FORTY ACRE TRACT TO A POINT 87 FEET WEST OF THE BEGINNING POINT; THENCE EAST 87 FEET TO THE POINT OF BEGINNING.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: October 27, 2025 Updated with final results

SUBJECT: **RZN-2025-0048: Rezoning (N. MARKS MILL LN/RAMAY JR. HIGH SCHOOL, 368):** Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and UC, URBAN CORRIDOR, and contains approximately 26.7 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0048** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0048** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in central Fayetteville, east of College Avenue and south of where N. Marks Mill Lane terminates. Totaling approximately 26.7 acres, the property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and UC, Urban Corridor, and is within the Hillside/Hilltop Overlay District. The site is almost entirely covered with tree canopy and has an approximately 23% slope upward as the property moves eastward away from N. College Avenue. 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	UC, Urban Corridor; NC, Neighborhood Conservation
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Commercial	UC, Urban Corridor

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, and UC, Urban Corridor, to P-1, Institutional.

Public Comment: To date, staff has received public comment both in support of an opposition to this request. Those in support value the centralized location for a potential school. Those in opposition have major concerns with the environmental implications of building a school facility on a tree-covered hillside, including erosion, stormwater runoff, and removal of significant tree canopy and negative effects to wildlife. Opposition also reflects concerns about traffic patterns and adequacy of existing street networks.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along North College Avenue. North College Avenue is an improved Regional Link – High Activity Street with asphalt paving, sidewalk, curb, and gutter. The subject area has street frontage along East Ash Street. East Ash Street is a partially improved Residential Link Street with asphalt paving and open ditches. The subject area has street frontage at the end of N. Marks Mill Lane, which is a partially improved Residential Link Street with asphalt paving and open areas at the end of the street. 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 8-inch water main is present along N. College Avenue. An existing 8-inch water main is present along E. Ash Street, and an existing 8-inch water main is present at the end of North Marks Mill Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along N. College Avenue. An existing 6-inch sewer main is present along E. Ash Street and along the East side of the subject property. An existing 8-inch sewer main is present at the end of N. Marks Mill Lane and along the North side of the subject property. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 6,500 linear feet downstream of this property.

Drainage: Portions of this site are located within the Hillside-Hilltop Overlay District. Portions of the site along N. College Avenue are also located within a FEMA floodplain, contain a protected stream and there are hydric soils present. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and tree preservation plans. 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 can 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 2, located at 138 W North St, protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. 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, requires **25% minimum canopy preservation.** RSF-4, Residential Single-Family, 4 Units per Acre requires **25% minimum canopy preservation** and UC, Urban Corridor requires **20% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood and Residential Neighborhood Areas.**

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 Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-9** for this site with a weighted score of **11**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 138 W. North Street)

- Near Sewer Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Water Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Public School (Woodland Jr. High)
- Near City Park (Gregory Park)
- Near Paved Trail (Old Wire Sidepath Trail)
- Near ORT Bus Stop (N. College and Poplar)
- Appropriate Future Land Use (City Neighborhood, west side of site)
- Near 71B Corridor (Adjacent to N. College Avenue)

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. The property in question encompasses approximately 26 acres which fronts the 71-B Corridor to the west, and transitions into a residential neighborhood as it moves eastward. RSF-4 zoning allows for single-family residential uses where P-1 would allow for institutional uses such as schools, parks, and government facilities. More broadly, while the applicant intends to use this property for a public school, P-1 would be the appropriate zoning district to apply to this site if it were to be used for parks purposes, or other community-oriented uses such as hospitals or community centers. Under the current zoning allowances, the RSF-4 portion of the site could be built to an overall density of 4 units per acre, or up to 92 single-family dwelling units. The UC portion could be constructed with an unspecified density allowance and up to 8 stories in building height. The lot widths, areas, and building height requirements in P-1 are compatible as well. While RSF-4 has a maximum building height of 3 stories, P-1 allows for a maximum building height of 6 stories. Given the property's slope, a 6-story structure would likely need to be built into the hillside for structural reasons, so a 6-story building is not likely to overpower either N. College Avenue or the surrounding residential neighborhood. The City of Fayetteville's zoning code governs story height by building code requirements, which state that a story is measured having its finished floor surface entirely above grade plane.**

The Hillside Hilltop Overlay District also affects this property; this overlay is meant to protect development outcomes along hillsides by requiring additional tree preservation and engineered footings for structures to help avoid foundational issues in the future. Further, while the property is currently within a floodplain and there is a protected stream on site, these details are evaluated and reviewed for compliance at the time of development. Tree preservation requirements are also reviewed for at the time of development.

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040. 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 rather than the existing designation. Building schools, parks, and other facilities closely to residential areas promotes walkability and desirability for residents and families and aligns with the City's goals for infill. These anchor institutions can also be catalysts for other types of nearby, compatible development, as opposed to citing these facilities in peripheral areas. Given the City's recent initiative to rezone the 71-B Corridor to a zoning designation that allows for residential uses, staff finds that this location for a school or other institutional use could help promote the type of development goals that the City intends for the overall corridor.

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. 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 significantly worse than how the property could be developed under its current zoning entitlement. The property has access to three street frontages, which can help deconcentrate and diffuse traffic for development. It is worth noting that institutional uses, such as churches or schools, can have more concentrated traffic patterns than a residential district would, and any necessary street improvements to off-set those challenges would have to be borne by the developer.**

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, water, and street 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.**

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-2025-0048 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **October 27, 2025** ❒ **Tabled** ☒ **Forwarded** with a recommendation of approval. ❒ **Denied**

Motion: Payne

Second: McGetrick

Vote: 7-1-1 (Payne opposed; Cabe recused).

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.36 Urban Corridor
  - §161.32 District P-1, Institutional
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter
- Long-Range Planning Memo
- Public Comment UPDATED 10/28/2025

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.

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the 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 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-Storage Units
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.* 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 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories

(Ord. No. 6793, § 1, 9-17-24; Ord. No. 6810, §1, 11-19-24; Ord. No. 6879, §2, 5-20-25)

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.

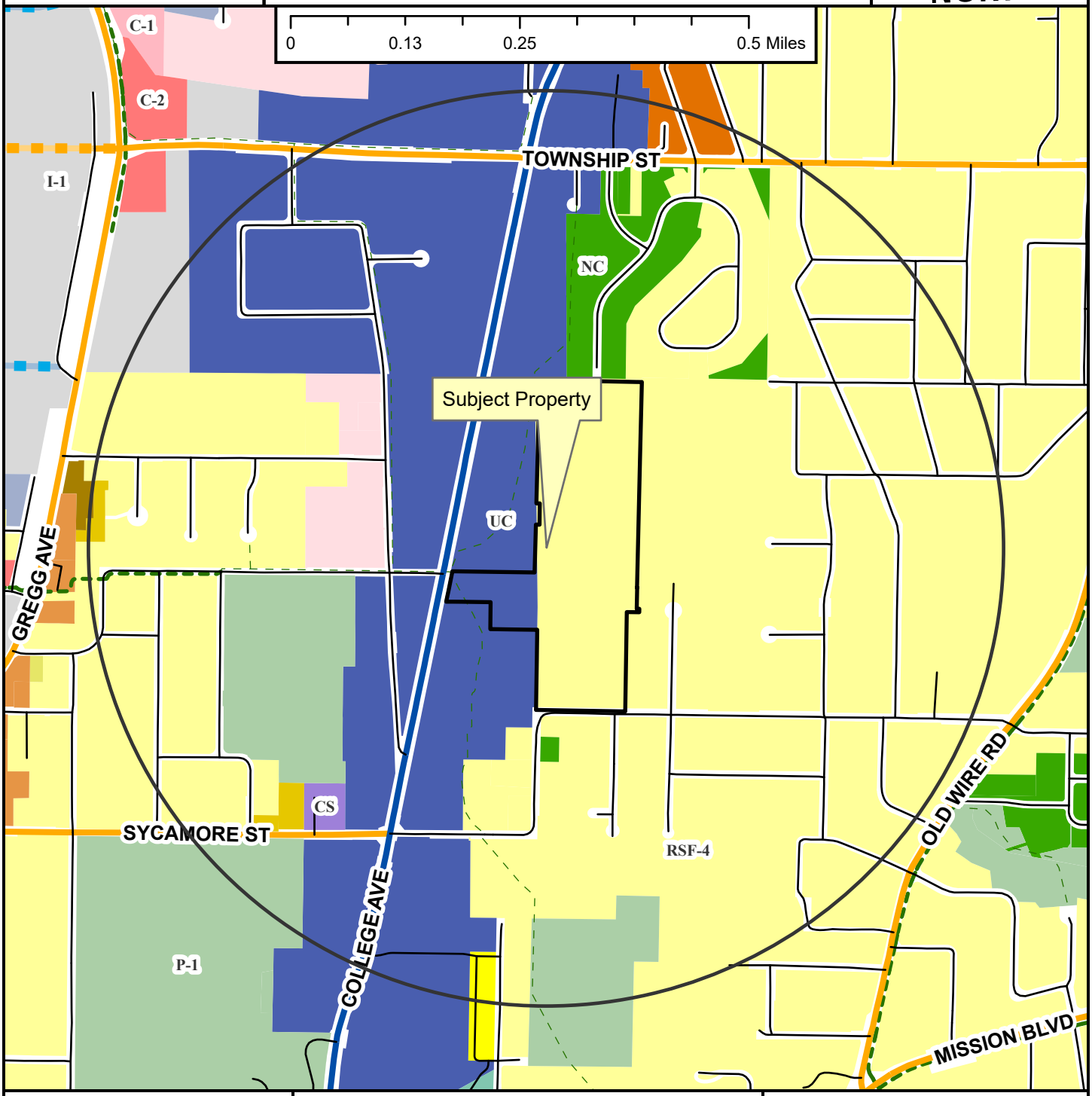
(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 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-2025-0048

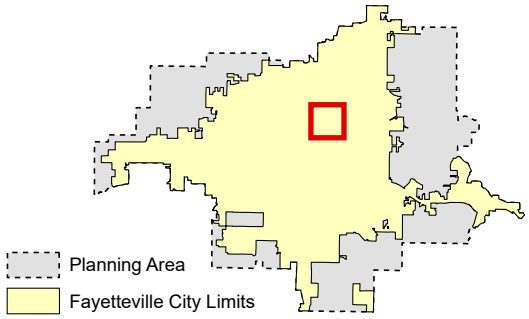
One Mile View

N. MARKS MILL LN

NORTH



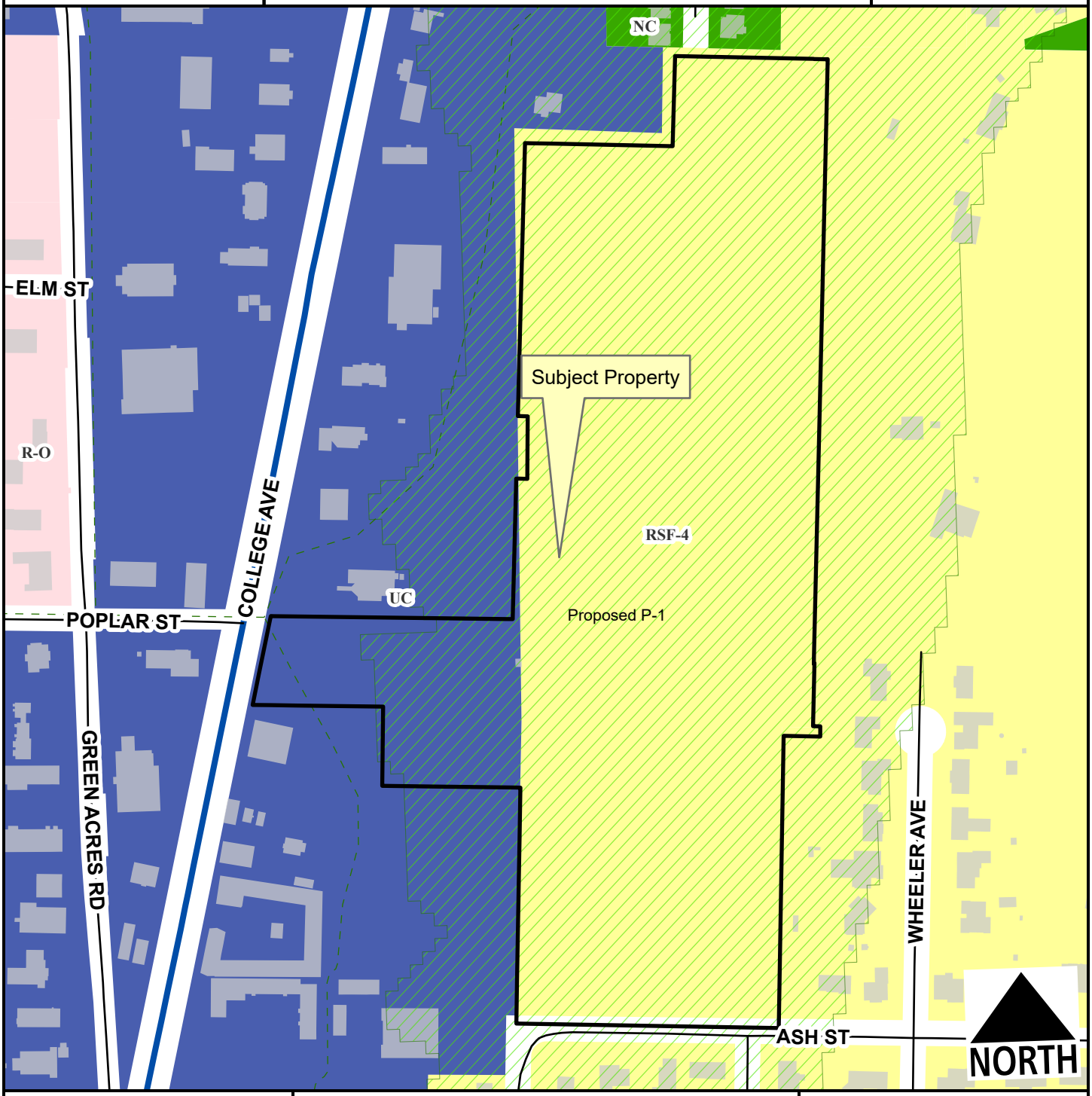
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2025-0048

Close Up View

N. MARKS MILL LN



- Regional Link - High Activity
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 105 210 420 630 840

1:3,400

Zone	Current	Proposed
P-1	0.0	26.5
RSF-4	23.2	0.0
UC	3.1	0.0

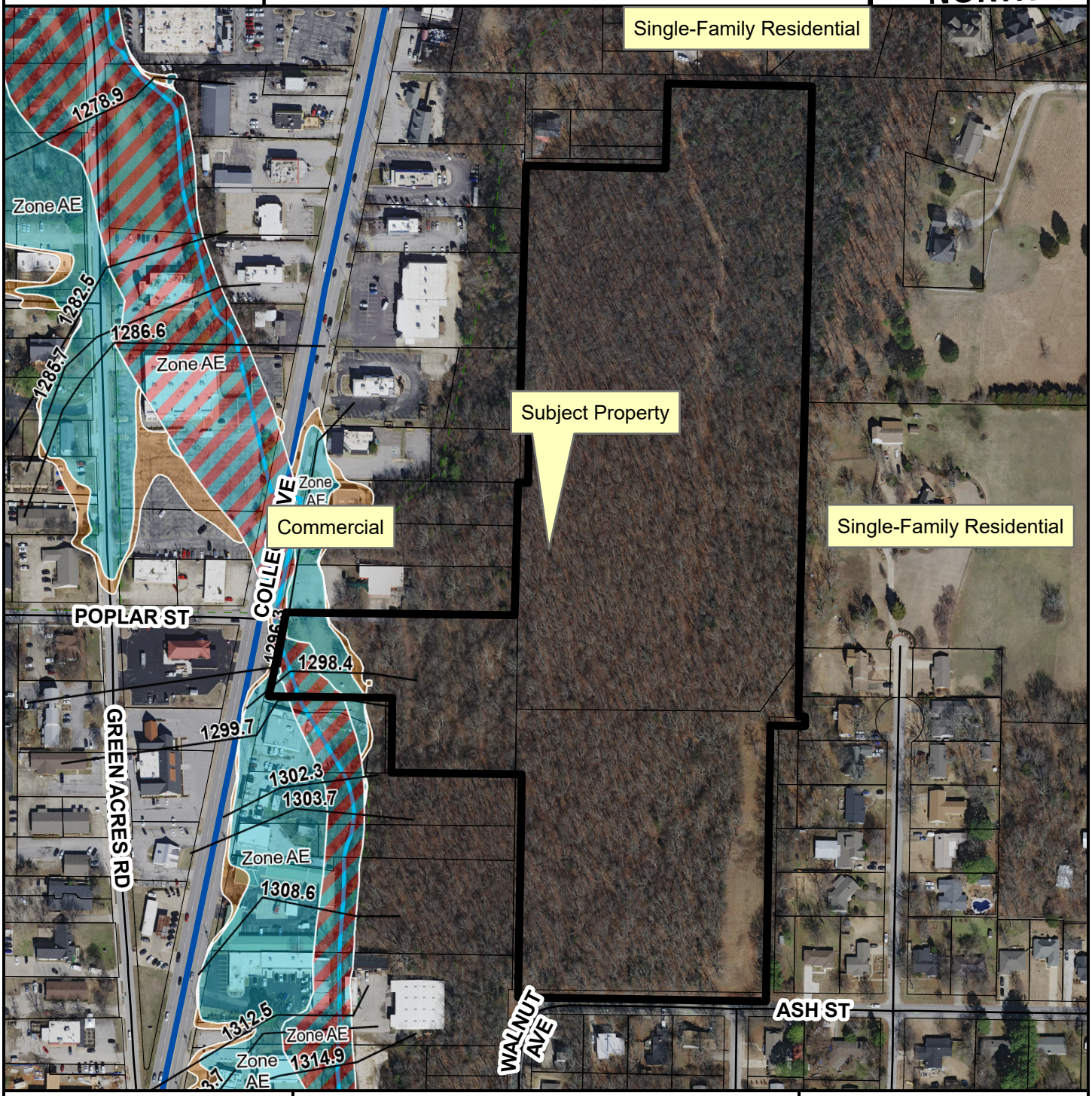
Total 26.5 ac

RZN-2025-0048

Current Land Use

N. MARKS MILL LN

NORTH



- Regional Link - High Activity
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

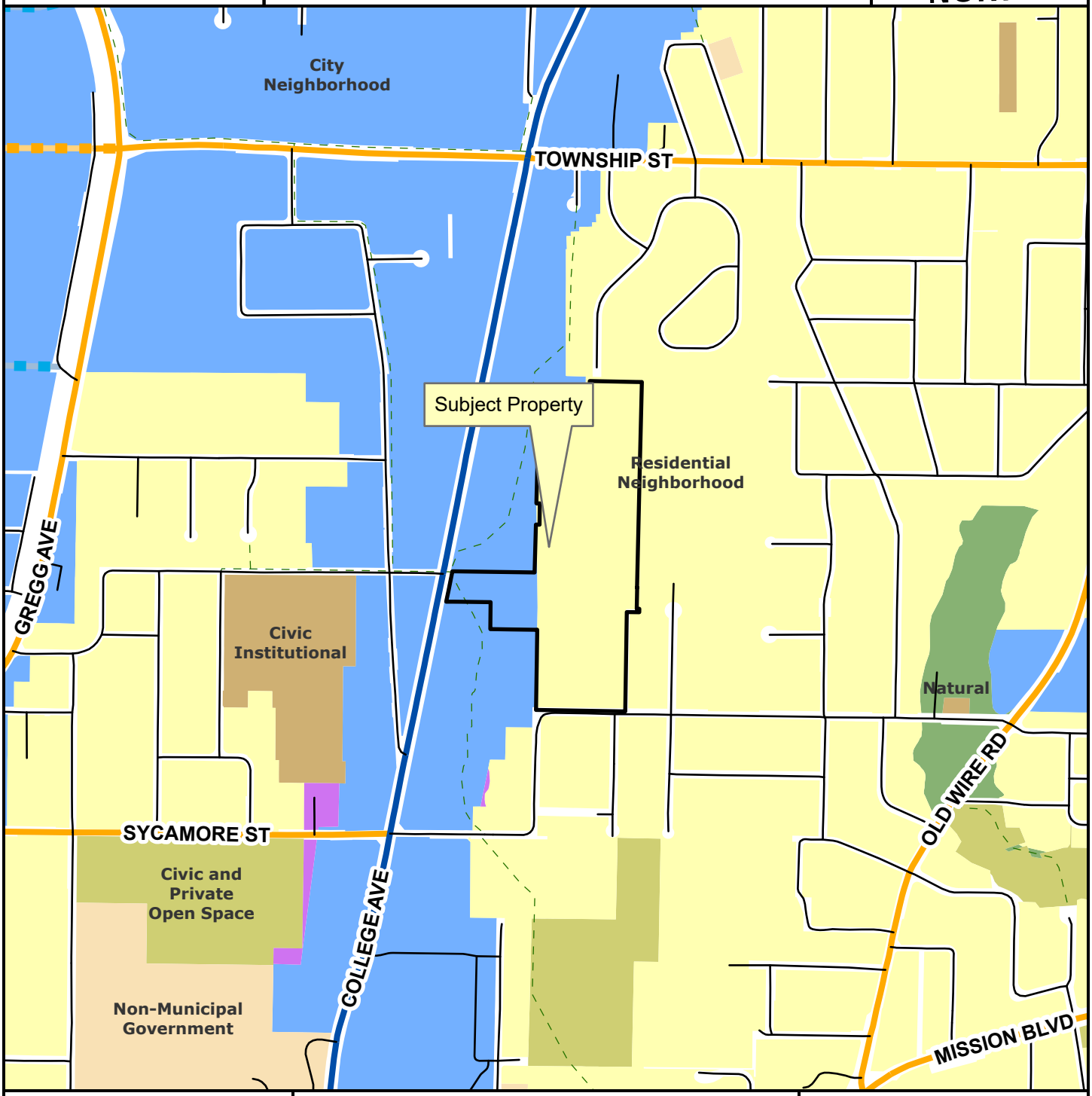
- 100-Year Floodplain
- Floodway

RZN-2025-0048

Future Land Use

N. MARKS MILL LN

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

September 17th, 2025

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

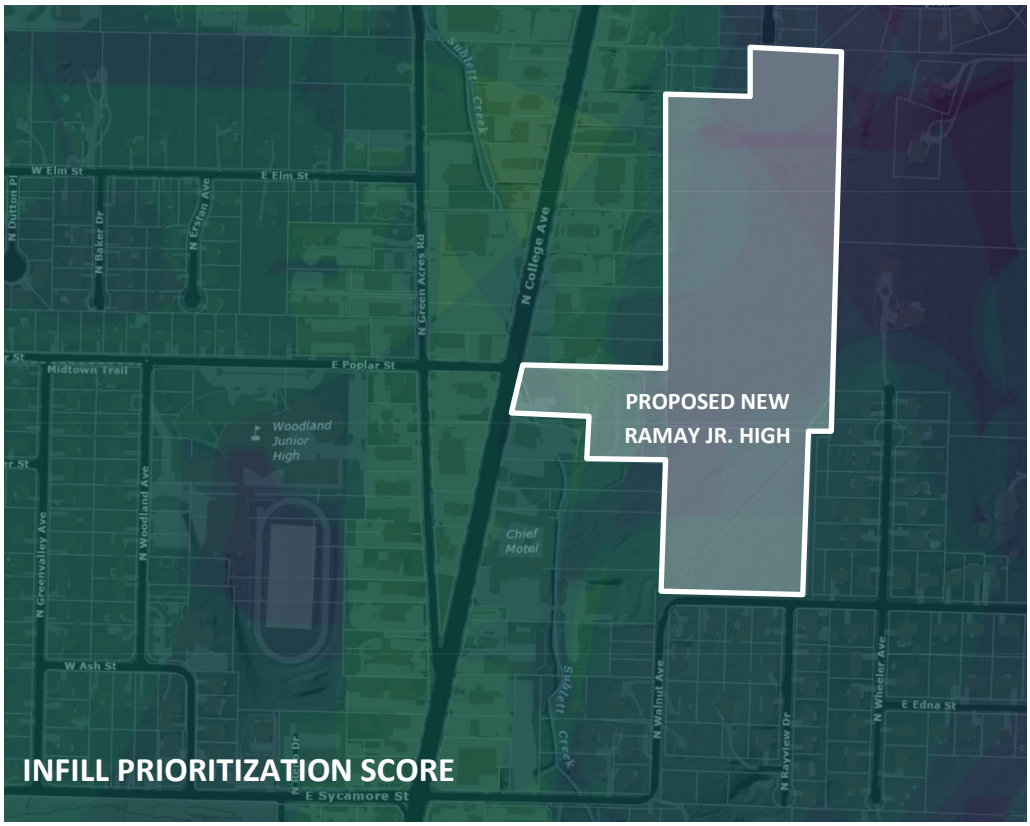
Re: Rezoning Request for Parcels 765-13438-000, 765-13436-001, and 765-13516-001
Attn: Planning Staff

Dear Ms. Masters,

On behalf of our client, Fayetteville School District # 1, we are submitting the attached application to rezone the above-refenced parcels from RSF-4 and UC to P-1. These are parcel numbers 765-13438-000, 765-13436-001, and 765-13516-001.

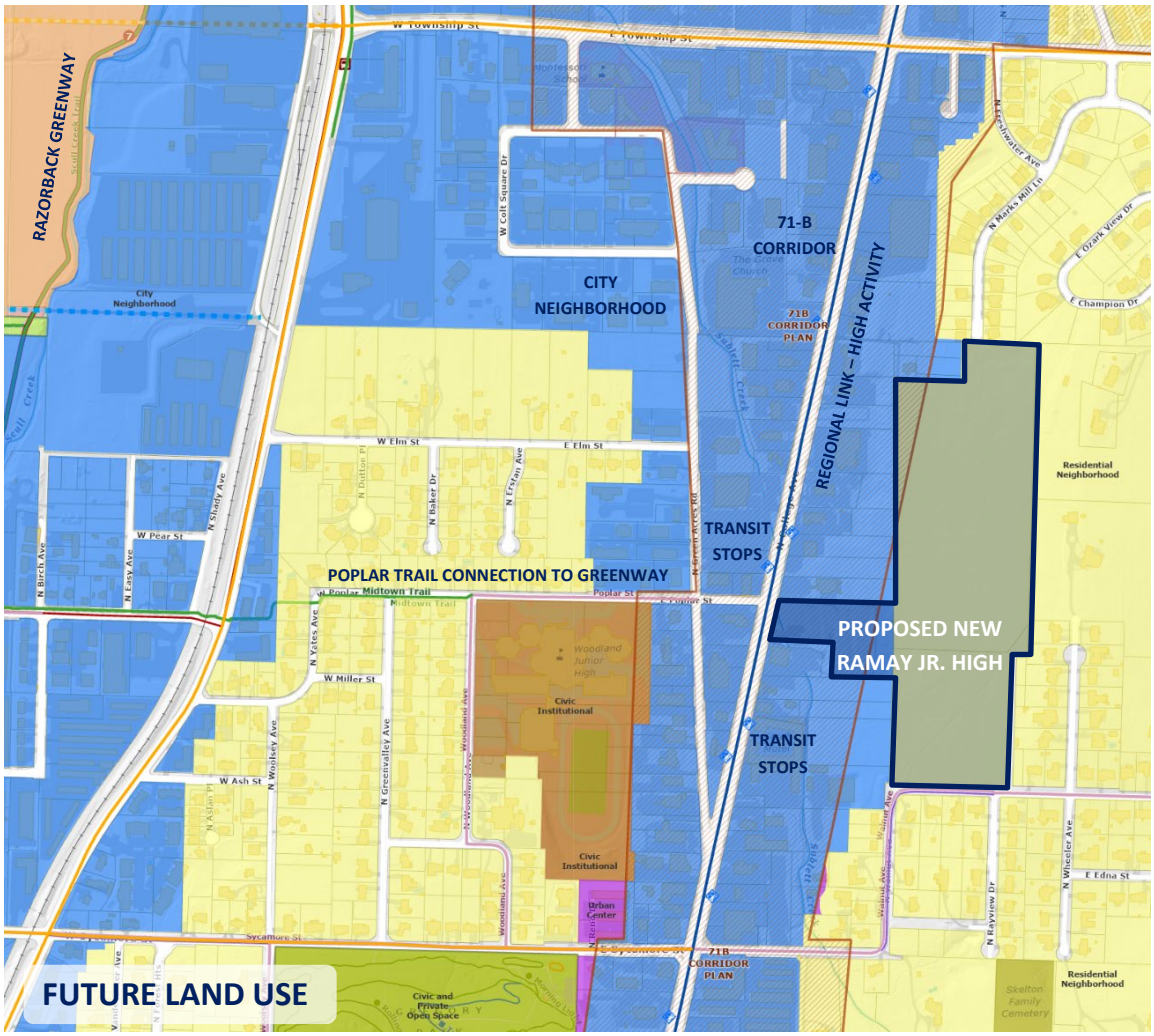
The intent of rezoning these parcels is to accommodate public institutions. Fayetteville Public Schools (FPS) seeks to proactively update its system-wide feeder patterns for improved student experience and greater facility parity between schools across the district. This approach also supports the following City Plan 2040 goals:

- 3.1 Make appropriate infill and revitalization our highest priorities.
    - Cost savings of utility and road infrastructure that already exists in the core of the city.
        - All utility infrastructure is readily available to the site.
        - Infill prioritzation score ranges from 3-9 across the site, averaging around 6 for the entire site.



300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

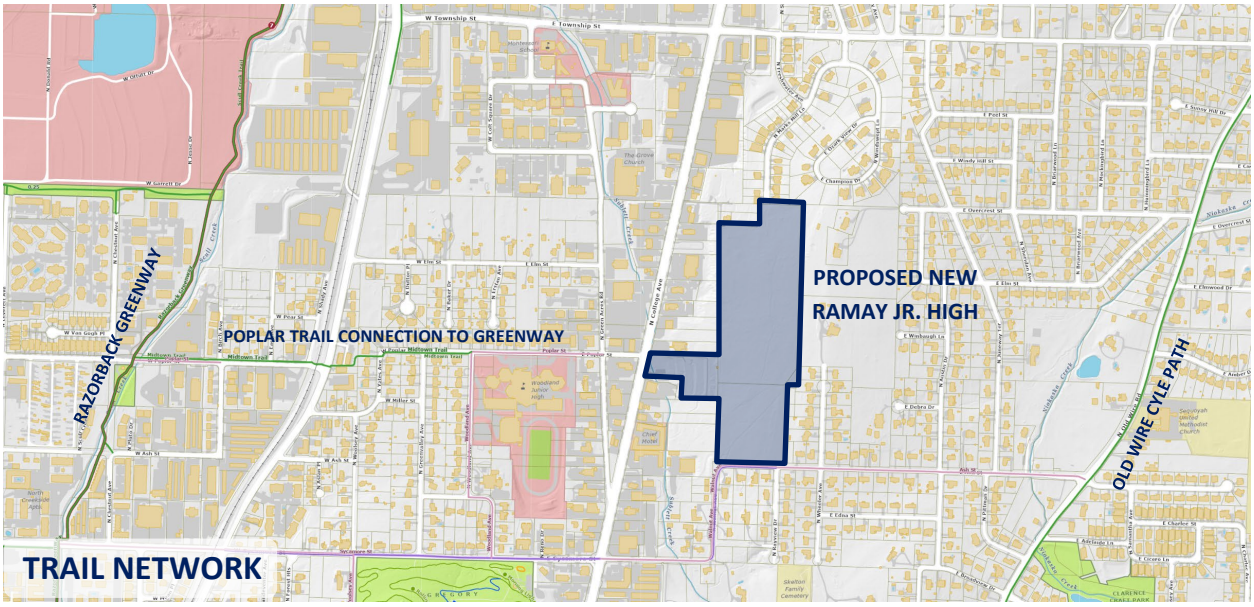
- Promote the densest development around logical future transit stops.
  - Site entry sits on College Avenue, a High Activity Regional Link, with multiple nearby existing Ozark Regional Transit stops.
  - Supports the City's Future Land Use Plan by activating the 71-B Corridor and proposed City Neighborhood running north-south through central Fayetteville.



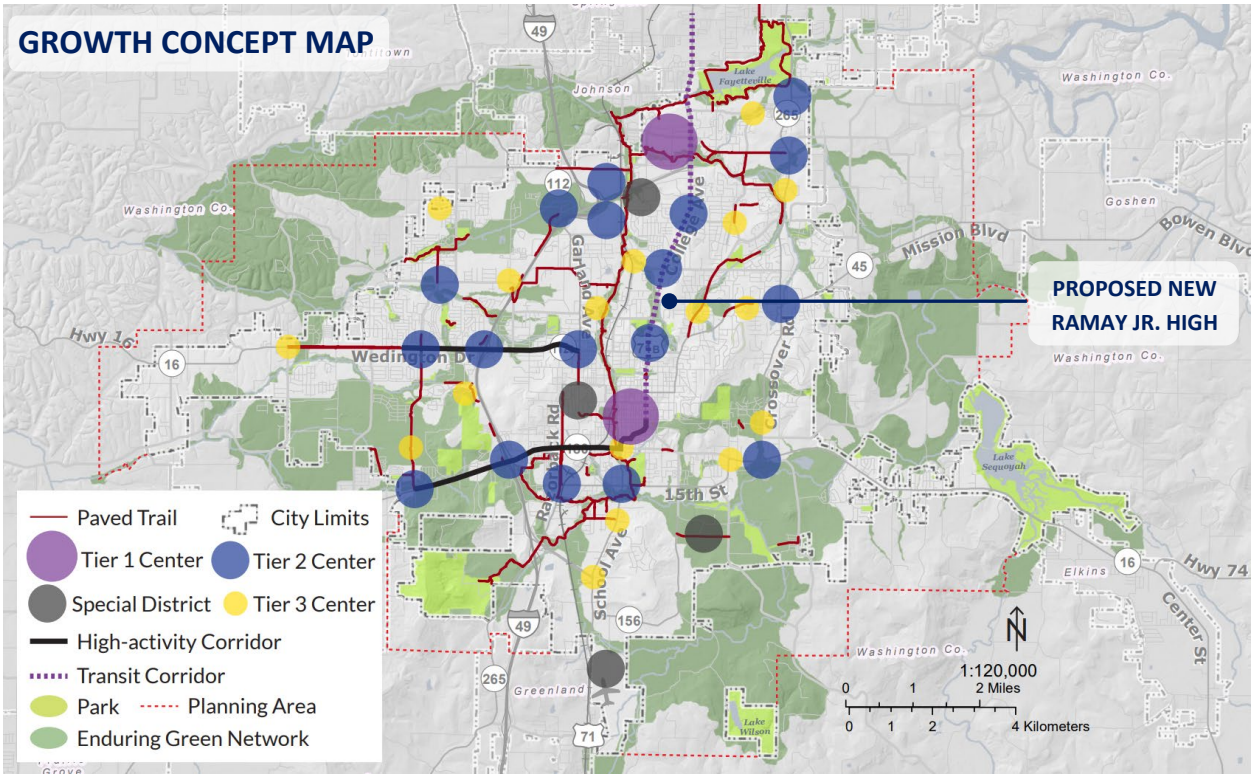
- 3.2 Discourage suburban sprawl.
  - Direct capital improvements that encourage and support infill and revitalization.
    - A school encourages the City's desired community character along College Avenue and reduces car travel
- 3.3 Make traditional town form the standard.
  - Prepare a transit-worthy community.
    - Locating cultural institutions that are visited daily, like a Junior High School, on this transit-served corridor further develops College Avenue as a multimodal community thoroughfare.
  - Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.
    - The school's placement at the eastern termination of Poplar Avenue, especially with its future planned trail extension, expands the "economic development

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

catalyst…in mid-town around Poplar Street"[1] of the Greenway and City trail network.



- The school's position as a mid-point node between two planned Tier 2 centers will act as an anchor institution for redevelopment along 71-B and promote an active, mixed use community main street.



[1] Fayetteville City Plan 2040, p.32.

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

- Aggregate employment into mixed-use centers with amenities.
  - The school's need for faculty and staff will create valuable employment opportunities in Fayetteville's central corridor.
- 3.4 We will grow a livable transportation network.
  - Community design should precede and outrank traffic planning.
    - Locating schools near neighborhoods and active transportation networks makes it possible for students and staff to have shorter car trips or use alternative transportation options. More importantly, it connects the school to residential and commercial areas in a way that makes it a part of the community fabric.

P-1 zoning will serve as a transitional zone between the commercial UC zoning to the west and the residential zoning to the east. This change in land use aligns with the City's Climate Action Plan by reducing car miles traveled[2] and the 71-B Corridor Plan that encourages mixed-uses along College Avenue and a multimodal transportation network. The plan notes that "Poplar is the most direct and comfortable route from the Midtown segment of College to the Razorback Greenway."[3]

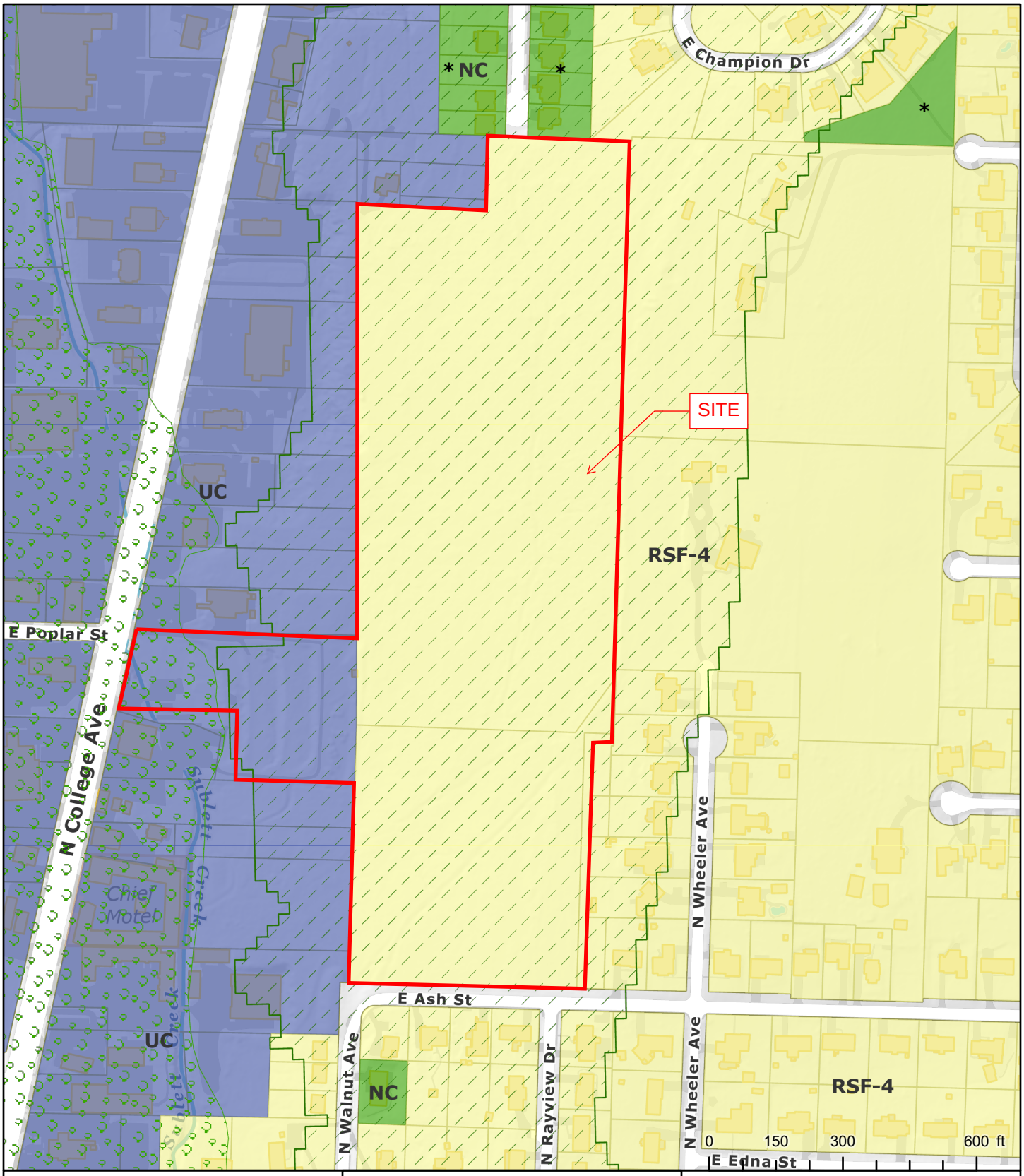
Rezoning these centrally located parcels to P-1 supports the district's educational and community goals while furthering the City's planning goals.

Thank you for your consideration in this matter. If you have any questions or concerns, please contact Steve Flickinger (FPS) at steve.flickinger@fayar.net or 479-444-3098 or Wes Burgess (Crafton Tull) at wes.burgess@craftontull.com or 479-636-4838.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull & Associates, Inc.

[2] Ashlea Milborn, via E. McKinnon. (2025, 31 Aug). "Officials: Due dili gence done for Ramay site." NWA Democrat Gazette. https://edition.nwaonline.com/article/286495804335963.
[3] 71-B Corridor Master Plan, p.82.



Hillside/Hilltop Overlay District
Enduring Green Network
NC
RSF-4
UC

Site Exhibit for Ramay Rezone

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: 9/12/2025
Credits: City of Fayetteville, AR
Map Author:

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Jessica Masters, Planning Director

THRU: Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: October 27, 2025

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0048**

BACKGROUND:
The applicant, Crafton Tull on behalf of Fayetteville Public Schools, requests to rezone approximately 26.7 acres from RSF-4, Residential Single-Family, 4 Units Per Acre and UC, Urban Corridor to P-1, Institutional. *City Plan 2040* and the *71B Corridor Plan* are both relevant when evaluating this request. The *Climate Action Plan* and its predecessor, the *Energy Action Plan*, are also applicable.

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
  - 3.1.2 – Recognize the benefits and cost savings of utility and road infrastructure that already exists in the core of the city… (p.23)
  - 3.1.3 – Convert shopping centers and commercial corridors to mixed-use centers by adding residences, offices and lodging (p.23)
  - 3.1.4 – Promote the densest development around logical future transit stops (p.24)
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
  - 3.3.3 Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space (p. 32)
  - 3.4.9 Expand and interconnect the sidewalk and trail system at the neighborhood, citywide, and regional levels (p. 39)
- Goal 5 – We will assemble an enduring green network.
  - 3.5.2 Strategically plan for and acquire land that can be incorporated into the Enduring Green Network (p. 41)
  - 3.5.3 Promote conservation easements and alternative development patterns that encourage efficient use of land (p. 41)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of affordable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl". Increasing density within the existing city limits and limiting the annexation of additional land has therefore been the lens through which a multitude

of decisions have been made over the last five plus, and that increase in density includes more than just residential development. While *City Plan 2040* does not address school sites or campus planning with a great degree of detail, it does offer goals to balance in the consideration of development requests, particularly rezonings, or changes to the city's land use patterns.

71B Corridor Plan:
The *71B Corridor Plan* does not directly address either future public school sites or the development of large institutional sites along or adjacent to the corridor, and instead focuses primarily on transportation, housing, and retail frameworks. The plan does include discussion of and preference for mixed use development. It also points to the creation of transportation nodes, alternative transportation routes, and the need to create housing opportunities along the corridor that support transit options. The subject property is largely outside of the corridor study area, which focused on properties abutting or on streets connecting to College Avenue. The plan does also contemplate green space interspersed with development in response to the *Energy Action Plan* adopted in 2018. The *71B Corridor Plan* states, "This does not imply that existing buildings should never be replaced. Free-standing commercial buildings built during an earlier period can be very inefficient, and the plan also proposes replacement and redevelopment of inefficient or uneconomic buildings with new development at higher density and, under current city codes, higher efficiency."[1] Other significant plan recommendations and illustrations include redesigning parking lots to increase efficiency and reduce impermeable area, rethinking intersections and interchanges to reduce pavement and introduce a variety of functional green spaces from neighborhood squares, accessible large-scale spaces at the Fulbright interchange, and greenways along trails and drainage corridors. All of these create important opportunities for both stormwater management and increasing tree cover. The plan's street design guides for 71B and associated streets also envision extensive use of street trees and landscaping." Page 120 of the *71B Corridor Plan* also states an *Energy Action Plan* goal to "Achieve 40% tree canopy coverage by 2030" with the goal stated above as a direct response to the tree canopy percentage identified.

The plan continues to offer a statement in support of reducing vehicle miles traveled, a component of greenhouse gas emissions, "The vision of corridor urbanism ultimately is to show a practical way to achieve mixed use urban corridors that uses the land use inefficiency inherent in commercial strips as a resource to build quality living environments, placing residents within easy walking or biking distance from the goods, services, and attractions offered by these corridors. If achieved, this concept reduces the number of short- and medium-distance auto trips that people now make by default."[2]

In 2024, City Council rezoned sections of the 71B Corridor area from a mixture of primarily commercial-only zoning to UC, Urban Corridor which facilitates a mixture of commercial and residential uses and implements several objectives outlined in the *71B Corridor Plan*. Much of the property subject to this request was outside of the area identified for rezoning to UC, but the area directly abutting College Avenue was rezoned as part of the larger initiative. A rezoning to facilitate institutional uses on the periphery of the 71B Corridor may further advance these goals and objectives, including the development of new residential uses along the corridor.

DISCUSSION:
Historic Landscape:
Much discussion about the historic landscape and role of natural resource conservation in Fayetteville has emerged via this request. Although the presence of a 20+ acre stand of trees

[1] *71B Corridor Plan*, 120.
[2] *71B Corridor Plan*, 121.

near the center of the city may present an image of a pristine forest, historical accounts suggest otherwise. In fact, historical accounts remark that the first white settlers to Fayetteville weren't met with pristine forests, but hills "bare of timber, and… covered with a luxuriant growth of grasses, which afforded excellent pasturage for buffaloes and other herbivorous animals." [3] As the area became increasingly settled and farmed, natural occurrences like fire that maintained the prairie were controlled, stands of trees were planted or seeds were spread naturally, and the area became increasingly forested. Well into the late-nineteenth century, the landscape of Fayetteville looked very different than it does today, with significantly less tree canopy, more open pasture, and, of course, fewer buildings.

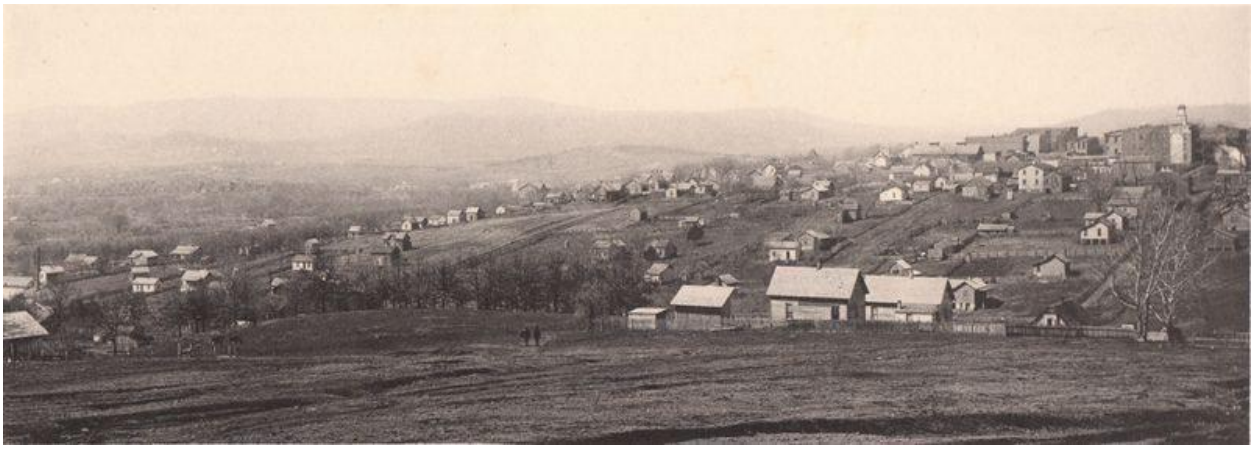


Figure 1. View to the southwest from Mount Sequoyah, ca. 1890.

By the mid-twentieth century, Fayetteville's landscape had evolved to something that would be nearly unrecognizable to those who came before. As cars became cheaper and more available, the landscape of cities changed dramatically, including Fayetteville, particularly along State Highway 71/College Avenue. Development along the corridor was increasingly auto oriented with large parking lots, increasing width, and uses that catered to regional rather than neighborhood needs. The subject property, at least the portion directly adjacent to College Ave., has a history as the former location of a residence and several businesses including Cliff's Dairy Mart, a miniature golf course, and the Cliffside Trailer Park between approximately 1950 and 1990.[4]

Especially as the city experiences increasing development, maintaining a healthy urban forest is a priority for Fayetteville's residents. As outlined in the *71B Corridor Plan* and former

[3] Goodspeed, *History of Benton, Washington, Carroll, Madison, Crawford, Franklin, and Sebastian Counties, Arkansas, County* (Chicago: The Goodspeed Publishing Company: 1889), 149. https://www.google.com/books/edition/History_of_Benton_Washington_Carroll_Mad/zFW0FccemgAC?hl=en&gbpv=1, accessed October 20, 2025.

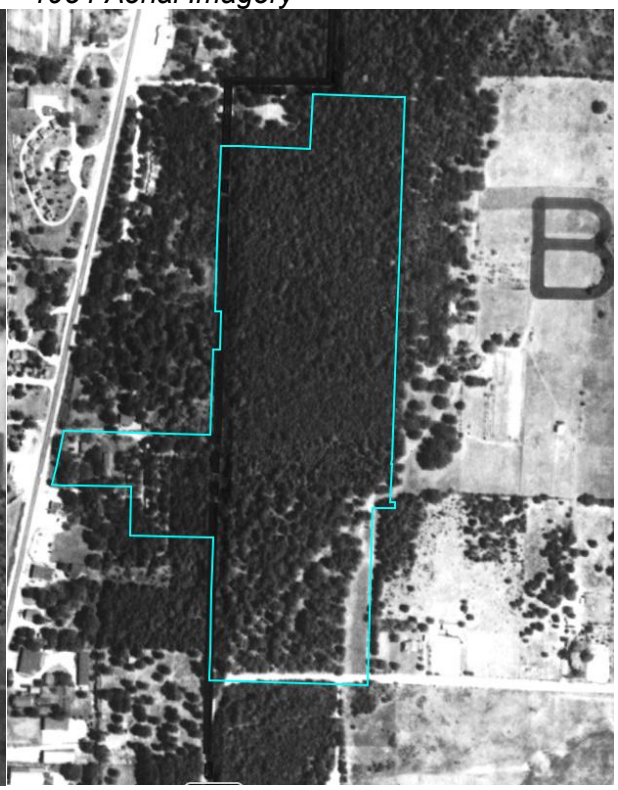
[4] Anthony J. Wappel and Dennis L. Garrison, *On the Avenue: An Illustrated History of Fayetteville's US Highway 71B*, (Fayetteville, AR: Anthony J. Wappel, 2015), 231.

Energy Action Plan, later replaced by the *Climate Action Plan*, there is a goal for 40% tree canopy citywide by 2030. According to *Urban Forestry Management Plan* this number was at 39.4% in 2019.[5] Strategic parkland acquisition, annexation, private conservation efforts (land trusts), and development requirements have contributed to ensuring that Fayetteville's urban forest areas are part of our future. Standards for developments require that parkland dedication, tree canopy preservation, and mitigation of lost trees are evaluated during the development process, which helps advance climate and urban forestry goals as development occurs.

The following series of aerial images illustrate the subject property's evolution from 1941 to 2025. The photos show a dynamic landscape that includes sparse areas of canopy cover, a mobile home/RV park, and evidence of convenience or social trails through the site.

1941 Aerial Imagery

1954 Aerial Imagery



[5] *71B Corridor Plan*, 120. *Urban Forestry Management Plan*, 9.

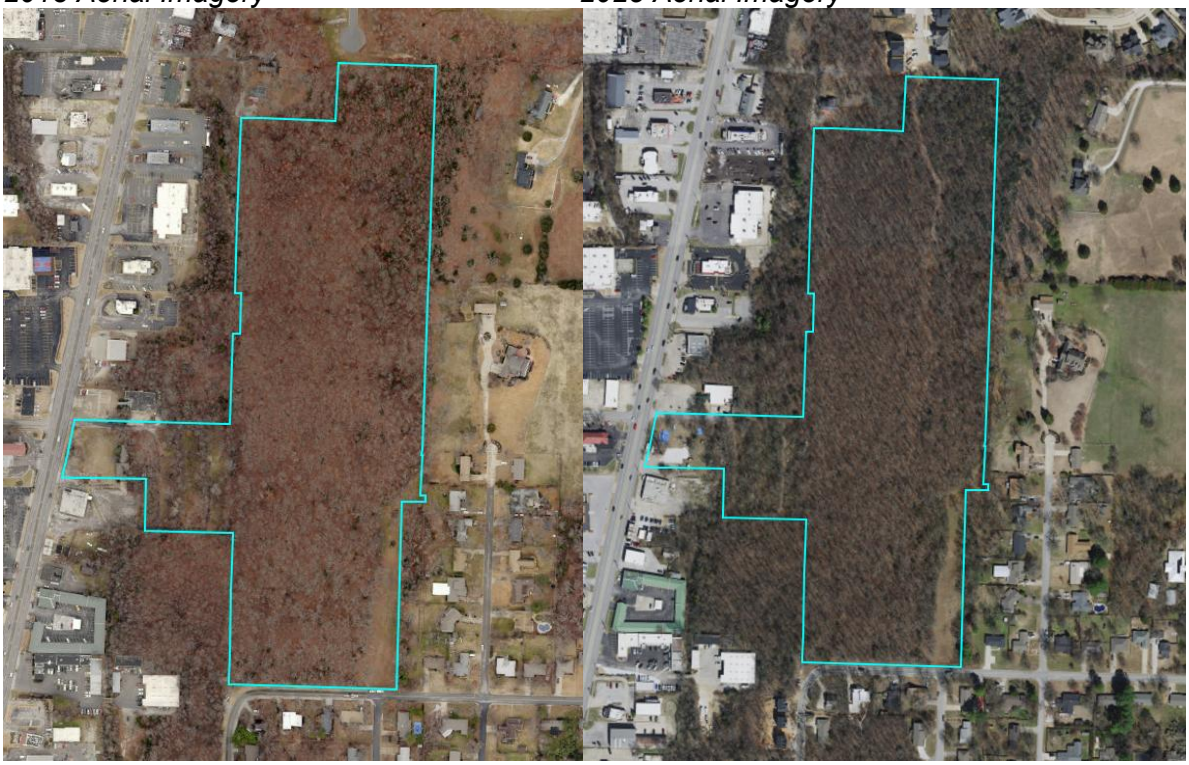
1965 Aerial Imagery

1978 Aerial Imagery

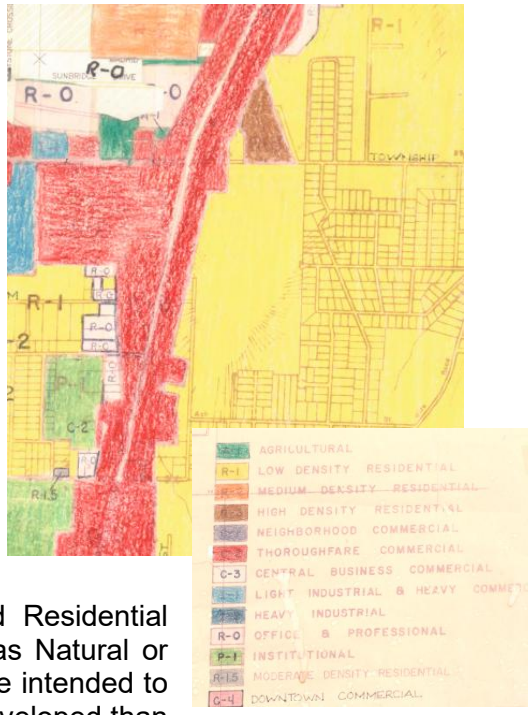
1994 Aerial Imagery

2003 Aerial Imagery

2013 Aerial Imagery *2025 Aerial Imagery*



Zoning History:
In June 1970, City Council adopted the first "modern" zoning map of Fayetteville. Since that time, the subject area has been designated for low-density single-family development. This zoning designation was consistent for decades, including through the updates to the General Plan in the early 2000s and the new zoning map adopted in 2003. This zoning map had been amended hundreds of times over the preceding thirty-three years, and at any point ecologically sensitive areas or areas identified for conservation could be set aside, typically by changing to R-A designation (as it was the de-facto conservation and parks district for many years). Since the subject properties were privately owned until August 2024[6] and no requests to downzone the property were filed, the City did not initiate this process.



City Plan 2040 and Future Land Use Plan:
This area is designated as both City Neighborhood and Residential Neighborhood areas, and there are no areas designated as Natural or Civic and Private Open Space. City Neighborhood areas are intended to serve the residents of Fayetteville and are "more densely developed than residential neighborhood areas and provide a mix of non-residential uses." Residential Neighborhood areas are primarily residential in nature but emphasizes using "principles of

[6] One parcel (765-13436-001) is still under private ownership according to Washington County Assessor records as of October 21, 2025.

traditional residential urban design to create compatible, livable and accessible neighborhoods."[7] A critical component of livable and accessible neighborhoods are vital public services like schools, childcare, and small businesses that support those living in the area. Further, when these services are supported by existing infrastructure like water, sewer, streets, and trails it reduces costs to developers and taxpayers. Prioritizing creating complete and connected neighborhoods in areas where infrastructure already exists provides better outcomes for citizens, reduces dependency on vehicles via alternative transit options, minimizes public investment in infrastructure costs, and supports Goals 1, 2, 3, and 4 of *City Plan 2040*.

As discussed above, the subject area has not been identified for land conservation. This includes on the Enduring Green Network Map. The map was a result of the 2010 Fayetteville Natural Heritage Association study, which evaluated "floodplains, riparian corridors, parks and trails, and land identified as having high ecological value." Only a small portion of the property directly abutting College Avenue is included in the Enduring Green Network Map. Importantly, this map and concept was never intended to be a regulatory tool. Rather, it is intended to inform land use recommendations and guide discussions on parkland acquisition, trail corridors, and land conservation.[8]

Conclusions:

A level of expectation setting is always necessary when evaluating rezoning requests, particularly in cases where there are concerns about a specific natural or historic resource. To be clear, no zoning district mandates the conservation or preservation of natural or historic resources. Under the current zoning, RSF-4 requires 25% minimum canopy and UC requires 20%. This would not change under the requested P-1 designation which similarly requires 25% canopy. The only zoning district with significantly higher minimum canopy is CCR, at 80%, but written into that particular zoning district is the expectation that it would be voluntarily initiated by the property owner. The proposed P-1 district would still permit the active conservation management of the site and would not "save" trees so much as encourage land management for a healthy forested ecosystem.

This report will defer to the Urban Forestry team in making a determination about the health and priority of trees on the site. While trees may be lost with any type of development, in many ways, a P-1 designation that intends to create a public school may be the ideal partner for best-practice land management. Opportunities to re-establish and manage not only the tree canopy, but also the understory, shrub layer, and herb layer, exist school through outdoor and environmental education, outdoor classrooms, and service projects that would benefit young learners. Similarly, the city's park system is primarily zoned P-1, the same zoning district as that requested, which facilitates stewardship of publicly owned lands, including those with substantial tree canopies.

[7] *City Plan 2040*, 130.
[8] *City Plan 2040*, 40-41.

The *71B Corridor Plan* outlined the 71B area as an "opportunity" to evolve into "an urban environment with greater vitality and lower impact." More specifically, by offering a mixture of businesses and destinations (including schools) 71B has the capacity to be an ideal place for people to live. Additionally underused land or vacant land provides major opportunities "for new and different development and connections," like a school that would transition from low density residential uses to the more intense mixed-use developments that may one day line the corridor.[9] Placing key services strategically near what the city envisions as a new center of urban development will capitalize on existing infrastructure and elevate vacant land to its highest and best use.

Values for tree canopy, natural resources, climate resilience, and natural beauty are strong in Fayetteville and merit consideration, as do goals for walkability, compact development, and revitalization. While it is ideal for these values and goals to be aligned, there are circumstances, particularly as the city grows, where alignment does not occur, and in which a balancing of competing values and goals must be evaluated. In 2017 nine guiding principles were captured as the city looks toward the year 2050:

- Diverse, Growing Local Economy - Pathways to Prosperity
- Naturally Beautiful City
- Ecosystem Preservation
- Well-Maintained City Infrastructure and Facilities
- Safe and Fun City in which to Live
- Greater Ease of Transportation Mobility
- Financially Sustainable City Government
- Quality Public Schools
- Educational, Research and Healthcare Excellence

Those nine guiding principles also offer context in which to evaluate this proposal. Urban forests, the protection of hillsides, and the maintenance of our natural beauty are rightly a component of our desired future, as are well maintained infrastructure, fiscal sustainability, quality public schools, and educational excellence. While the proposed rezoning in itself does not create any of these outcomes, it does set the stage for future outcomes that may occur under the zoning constraints.

Recommendation:
On the balance of considerations, long range planning staff recommends approval of this request finding that the request is supported by currently adopted plans and policies and stated City goals.

[9] *71B Corridor Plan,* 68.

From: Jason Smith <jason.edward.smith@gmail.com>
Sent: Monday, October 20, 2025 12:49 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: support for RZN-2025-0048

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.

Just wanted to reach out and voice my support for the new Ramay Jr High school location. We currently live in the center of the City of Fayetteville and our son buses to JLC across town. The central location looks so much better both for our kids and for parents to be involved at the school more easily.

I have seen some loud opposition to cutting of the trees there, while little to no opposition in the developments going in on Old Wire and Old Missouri Roads.

Thanks,

Jason Smith

408 E Lafayette

From: Sarah Rack <sarah.rack@gmail.com>
Sent: Monday, October 20, 2025 10:00 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners -

I am writing to express my strong support for the zoning change **RZN-2025-0048** to allow for the development of the new Ramay Junior High in the heart of Fayetteville.

This school represents a critical investment in the future of our city—one that aligns directly with Fayetteville's Vision 2050 Guiding Principles. Building Ramay in this central location supports:

- A **diverse, growing local economy** by ensuring equitable access to quality education across our community.
- The preservation of a **naturally beautiful city** through thoughtful planning and responsible land use.
- **Well-maintained infrastructure** and facilities that meet the needs of our growing population.
- A **safe, vibrant community** where families can live, learn, and thrive.
- **Quality public schools** that serve as cornerstones of educational excellence and opportunity.

Locating this junior high in the heart of the city strengthens our neighborhoods, reduces transportation barriers, and demonstrates Fayetteville's continued commitment to smart, sustainable growth.

Thank you for your consideration and for your leadership in ensuring Fayetteville remains a city where every child has access to exceptional educational opportunities close to home.

Warm regards,
Sarah Rack

Fayetteville Resident and Public School Supporter

-----Original Message-----

From: Leslie Reeves <leslierreeves05@gmail.com>

Sent: Tuesday, October 14, 2025 4:32 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: RZN-2025-0048 Rezoning Land for Ramay Junior High School

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.

City of Fayetteville Planning Commissioners,

Knowing that you must not communicate among yourselves I have blind-copied you. I hope I typed all of the email addresses correctly. First, I want to thank you for your service to the City of Fayettevile - for the long hours you must often put in, and for listening to the citizens of our city. I rotated off the Planning Commission a number of years ago now, and hadn't anticipated either coming to speak before you, or sending you an email advocating for or against something before you. But here I am!

I want to encourage you to approve sending the rezoning for the new Ramay Junior High to the City Council with a recommendation that they approve it. It's difficult to rezone property knowing that trees will be removed. But the choice is almost always between density and sprawl. And I believe that the values of our city - and the best alternative for the Planning Commission and City Council - is infill.

I don't envy you the decision before you, but I trust that you will endure the input and make a good decision.

Sincerely,

Leslie (Belden) Reeves

From: D Neely <dgn.edensgreen@gmail.com>
Sent: Saturday, October 11, 2025 1:26 PM
To: Rawn, Molly <molly.rawn@fayetteville-ar.gov>; john.mulford@fayar.net
Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>; tim.hudson@fayar.net; justin.eichmann@fayar.net;

keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh <hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov; Bostick, Britin <bbostick@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; kkellam@uark.edu; Hunter.Adkisson@prismds.co; jennyb@prismds.co; Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Douglas, Bethany <bdouglas@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; gharton@nwaonline.com; dustin@fayettevilleflyer.com; stacy@fayettevilleflyer.com; news@knwa.com; news@kfsm.com
Subject: Aquatic Recreation Center and “New” Ramay Project

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, Mayor Rawn and Dr John!

(Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions, Contractors, Fayetteville Flyer, KNWA, KFSM, NWADG, KUAF, KPSQ)

Thanks to responses I’ve received from Mike Wiederkehr and Scott Berna, I better understand why bond proposals are not the proper funding mechanisms for housing AND have an enlightened perspective regarding public input supporting the Aquatic Recreation Center.

On another topic, so much about the "New" Ramay Project . . . .

Considering the potential dramatic negative impact in the N College Urban Corridor from large-scale construction on an unstable hill slope, unforeseen drainage issues, inadequate routes for traffic, site SAFETY and ADA accessibility limitations, as well as COST OVERRUNS wasting tax dollars . . . the FPS District and City should give the PUBLIC the same opportunity to provide input as was the case for the Aquatic Recreation Center* **(see Scott Berna email excerpt below).**

ALL ASPECTS of the plan for the "New" Ramay Hill-Slope Site are WHOLLY INAPPROPRIATE.

So much about the “New” Ramay plan has been mis-handled, forced, and out of proper sequence that it has given ever more members of the general public (who are becoming aware of the plans . . . over 1100

on change.org and still counting) the sense that the FPS Board and the City decided to push re-zoning and the project approval through sometime in 2024.

Far better would be to use the Old Woodland site for building the "New" Ramay.

STUDENTS could lead a RE-GREENING INITIATIVE to design and plant a native botanical landscape on the Old Woodland property. This would give students life-long pride in CREATING A NEW GREEN OASIS OF NATIVE SPECIES AND SAVING THE HILLSIDE URBAN FOREST for use as a STEAM Outdoor Classroom/Gym/Lab.

Another better site could be acquired for a middle-school with a smaller foot-print requiring less acreage and NO FOOTBALL FIELD ON A TREE-DENUDED SLOPE.

Where there's a will there's a way for the FPS Board, the City, and local non-profit(s) to collaborate on saving the Ash/N College Urban Forest property (possibly putting it into a conservation easement).

Everybody WINS in this scenario.

IMHO & Cheers! Dot Neely/Fayetteville Resident-UAF M.S. Geology-Environmental Educator

*On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

“ In regards to the aquatic center, for **over a year, the City has taken the time to really listen to Fayetteville residents about what they want** in a new aquatic and recreation center.

Starting August 1, 2024, we launched an **extensive community engagement campaign**.

- Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.
- Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants.
- City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center’s Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly.
- Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents.
- Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

Sent from my iPhone

On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

Dot,

Thank you for reaching out on this issue. We don't always agree but I do appreciate your input.

I do want to push back a little on one of your comments. The administration is working every day on the housing issue and just because we feel this bond issue is not the right vehicle to fund housing does NOT mean we are "TONE DEAF".

Multiple staff members work on this daily and the Mayor has hired a new Housing Officer to focus on this exact issue. I might add the Housing Officer spoke Tuesday night and publicly stated this bond with its water and sewer infrastructure requests does in fact improve our ability to build housing.

In my time on council we have approved well over a million dollars to agencies who help the underserved. Just in the last couple of months the Mayor and city council have approved $450000.00 towards improving housing to the underserved. We have another item coming before us on the next council agenda that talks about housing as well as workforce training which I personally think is a critical component too improving someone's future.

In regards to the aquatic center, for over a year, the City has taken the time to really listen to Fayetteville residents about what they want in a new aquatic and recreation center. Starting August 1, 2024, we launched an extensive community engagement campaign. Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.

Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants. City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center's Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly. Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents. Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

What staff heard was clear and consistent: people want a year-round aquatic and recreation center that serves everyone — families, lap swimmers, seniors, and kids learning to swim. They asked for a space that brings indoor and outdoor features together, with places to play, exercise, and relax. In every type of feedback session, residents overwhelmingly said they support building a modern, multi-use facility that Fayetteville can be proud of for decades to come.

*3,000 views and 1,545 participants in the first round, and 3,600 views and 1,309 participants in the second.

Again thank you for reaching out and expressing your opinion. You clearly have a passion for Fayetteville and for that I applaud you.

Scott

From: D Neely <dgn.edensgreen@gmail.com>
Sent: Thursday, October 9, 2025 5:31 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Cc: keith.macedo@fayetteville-ar.gov <keith.macedo@fayetteville-ar.gov>
Subject: Tues Oct 7 Bond Proposal

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Rawn and City Council Members (Cc: Keith Macedo):
The overall proposal is sound . . . However; it is REALLY TONE-DEAF to designating $60 million for an Aquatic Recreation Center in Lewis Park before funding affordable housing, especially after all of the City Pronouncements in Support of Low-Middle Income Housing, Calls for Public Input, Special Housing Task Force Problem-Solving Efforts/etc . . .

Fayetteville needs homes for workers who contribute to community creativity and economic viability . . .

Endeavor to persevere and do the next right thing, y'all . . .
Yours, Citizen Dot

Sent from my iPhone

Sent from my iPad

From: Colley Bailey <colley.bailey@gmail.com>
Sent: Thursday, October 9, 2025 11:25 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

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 City Planning Commission Members,

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

--

Colley Bailey, Principal Broker,

LoneRock Realty

479-777-3379 (work cell)

479-856-9422 (personal cell)

https://www.LoneRockHomeTeam.com/

649 E Huntsville Rd, Fayetteville, AR 72701

From: amanda bailey <amanda.bailey32@gmail.com>
Sent: Wednesday, October 8, 2025 10:09 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

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 City Planning Commission Members,

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

After reading the breakdown of the 2040 City Plan, it seems like this school is aligned with Fayetteville's growth goals. The school has been so intentional, and thoughtful about ecological issues, with their design and accompanying studies for that design. I feel like this school won't be the eyesore that some others think it will be. I believe that it will blend beautifully with the surrounding trees and give the kids that attend there such an amazing place to attend Junior High.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

Amanda Bailey

-----Original Message-----

From: Paige Goodman Wolven <paigelorrabeth@gmail.com>

Sent: Tuesday, September 30, 2025 6:30 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support of RZN - 2025-0048

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,

I'm emailing to voice my support of the rezone of the land for the future Ramay build. The proposed school right in the center of town would be a great thing for our city.

Paige

From: D Neely <dgn.edensgreen@gmail.com>
Sent: Monday, September 29, 2025 1:03 PM
To: John Mulford <john.mulford@fayar.net>
Cc: tim.hudson@fayar.net; justin.eichmann@fayar.net; keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Rawn, Molly <molly.rawn@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh <hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov
Subject: Ash-N College School Site Conservation Easement Collaboration

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, Dr John! (Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions)

Y'all will be in over your heads on the hillside site. Just trying to save the FPSD, City, and tax payers exorbitant expense and problems yet to be encountered.

Urban forests are irreplaceable . . . There are other better site options for school construction.

I have a respected 501(c)(3)non-profit ready to collaborate and combine resources with FPSD and the City on a Conservation Easement for the Ash/N College junior high site.

Do the right thing . . . Preserve Fayetteville's Enduring Green Network . . .

Cheers! Dot

Sent from my iPhone

On Sep 29, 2025, at 10:06 AM, John Mulford <john.mulford@fayar.net> wrote:

Thank you, Dot.

Both emails have been received. As I watch these videos I things of two things:

1. I am excited about how we can improve this type of runoff that currently exists for our neighbors to the west of us due to the condition of the site and lack of runoff mitigation strategies on the site. Our design team has given great care in coming up with a plan that will keep more water onsite and lead to slower runoff during heavy remains.

2. For this family on Walnut, with their home being further south than where our property is located, I don't know that they will benefit from our site improvements. But, I am hopeful that they will.

Storm water runoff continues to be a top focus for our design team and we remain committed to improving the situation over what currently exists.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

On Fri, Sep 26, 2025 at 4:53 PM D Neely <dgn.edensgreen@gmail.com> wrote:

Greetings Dr. John! (Cc: FPS Board Members, Alan Wilbourn, Kelly Freeman, Edward McKinnon)

A new friend on the Walnut segment of the Sycamore-Walnut-Ash hill sent two videos of the Tuesday 9/23/2025 storm runoff from the slope behind her recently purchased home.

Video #2 is attached with this email.

Video #1 was sent previously in a separate email due to file size.

As you are now aware, the New Ramay hillside site is a "Pandora's Box" of problems which development will unleash at great expense to the FPSD, City, business owners on adjacent downslope properties, and resident

tax payers.

Building Ramay anew on the current Woodland property and securing a smaller parcel on level-to-gently sloping ground is a better, more affordable way forward.

The best scenario for the 20+ hillside acres is for the FPS Board to partner with the City and a respected local non-profit (TBA) to place the site into a Conservation Easement, in keeping with the City's 2040 Master Plan, Hillside and Tree Preservation Ordinances, and the Climate Action Plan.

Placed in a Conservation Easement, the site would effectually preserve and extend the City's Enduring Green Network north of the Brooks-Hummel Preserve. The wooded slope will provide an essential green-buffer between planned intensive infill development along the N College Urban Corridor and neighborhoods to the east.

I can get with each of you individually at your convenience to talk more about issues with the proposed hillside site and partnering to place it in a Conservation Easement, if you like.

Cheers! Dot

P.S. Please check through your FPS Email Inbox for my email of 7/26/2025 with attached information re: the New Ramay Site.

From: Amylou Wilson <hattiemcneil@hotmail.com>
Sent: Sunday, September 28, 2025 7:48 PM
To: Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; JGarlock@fayetteville-ar.gov; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Hyke, Bliss <ehyke@fayetteville-ar.gov>; gharrison@fayetteville-ar.gov; Hopkins, Mirinda <mhopkins@fayetteville-ar.gov>; Tamijani, Zak <ztamijani@fayetteville-ar.gov>; Frank, Wes <wfrank@fayetteville-ar.gov>; Bostick, Britin <bbostick@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>
Subject: Against Rezoning/New Ramey School

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am against the rezoning of land the school board has purchased for the new Ramey Junior High. We can do better than this! I've worked in the water sector and this is a disaster in the making. Mr. Bayyari is correct in his assessment as a developer in the letter to the editor printed in the newspaper recently. Please do not allow this to happen.

Amy (Amylou) Wilson

1833 E. Applebury Drive

Fayetteville, AR

Compiled Public Comment
RZN-2025-0048

hattiemcneil@hotmail.com

From: Masters, Jessica
Sent: Friday, September 26, 2025 4:49 PM
To: 'Lana Harris' <lanalharris08@gmail.com>
Subject: RE: Question regarding proposed Ramay Jr. High site

Lana,

Thank you for your questions; it's what we're here for, so I don't mind answering them.

Yes, the school district recently submitted their request to rezone the property in question, and I've attached their documents for your consideration. The rezoning item will be heard by Planning Commission on October 27 at a meeting which will begin at 5:30 PM. The variance that was approved recently was for a separate matter, and does not take the property's zoning into account. Geotechnical borings are a typical, due diligence process that is often done on a property where no clearing is involved, so no permits are involved or necessary from the City. In that particular matter, a grading permit was required because of the amount of clearing the developer required given the level of geotechnical work they were planning on doing. However, in order for them to obtain that permit, code requires that typically a large-scale development has already been approved. Since a large-scale development has NOT yet been approved, (nor, as you've mentioned, has the property been rezoned yet), the developer sought a variance to that standard so that they could begin that site analysis work.

You are correct that the developer has not yet obtained a grading permit in relation to that variance, but it is my understanding they are still working through that process. So, the test results won't necessarily be a part of the rezoning, but it sounds like many Commissioners will be interested to hear if that information will be ready yet. The applicant has not provided it, nor is it a typical requirement of any rezoning item, though I would anticipate that the question will arise, and perhaps the developer will have more information at the time of the rezoning hearing.

Let me know if I can be of further assistance.

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: Lana Harris <lanalharris08@gmail.com>
Sent: Friday, September 26, 2025 12:11 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Question regarding proposed Ramay Jr. High site

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, Jessie,

I hope you're doing well. I hate to bug you with questions, but I'm struggling to fully understand all of the moving parts and pieces to the Ramay Jr. High site rezoning process.

I believe the school district has submitted their application for rezoning for the 19.7 acre parcel, as well as the 7-acre parcel to the south, which they have under contract.

Can you help me understand how the variance approval impacts the rezoning decision?

I thought the variance approval for boring was so the school district could conduct their geotechnical tests to determine if the site is suitable for a school. Since they haven't even applied for their grading permit yet, I would assume that means they haven't completed any of their testing.

Wouldn't those test results be necessary prior to the planning commission voting on rezoning? I was under the impression, based on conversation by commissioners at the meeting where they approved the variance, that the rezoning wouldn't be considered until the boring results were presented. Many of the commissioners discussed how the results of the boring tests would impact their decisions on rezoning, which is why I'm a bit confused.

I'd appreciate any insight or clarification you could give me around this. If it would be easier to explain via phone call or an in-person meeting, I'm more than happy to do either. Thank you so much for your help. I hope you have a great weekend.

Sincerely,

Lana Harris

479-445-8002

lanalharris08@gmail.com

From: John Mulford <john.mulford@fayar.net>
Sent: Monday, August 18, 2025 3:49 PM
To: Andrea Fournet <andreafournet@gmail.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; mmbritain@gmail.com; alexmauroner@gmail.com; grimsleygraham@gmail.com; staceybuff@gmail.com; tomdeere13@yahoo.com; tod.yeslow@yeslow-law.com; spencer.vicki@gmail.com; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; bpayne51@gmail.com; Fredgulley1@gmail.com; wesinfay@gmail.com; mmadden86@hotmail.com;

Mjmcgetr@gmail.com; cabe.arch@gmail.com; ncastin@gmail.com; werner.nickc@gmail.com
Subject: Re: Urgent: Parking & Traffic at current Woodland Campus and possible new Ramay Campus

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, Andrea.

I will do my best to provide answers to the questions you have presented. Please keep in mind that many of the things asked will be navigated during the Design Development phase of the project. Up to this point, Schematic design is the only thing that has occurred as we investigate how a building will best fit on the site while minimizing the footprint and saving as many significant trees as possible. The Schematic design is on hold until we know whether or not the rezoning will move forward and whether or not the additional 7 acres to the south will be available to be used for placement of school facilities.

Thar said, I think we need to distinguish a key difference between the current Woodland site and the proposed Ramay site. When Woodland was built roughly 70 years ago, the district was much smaller and the site was on the west edge, if not outside of town. There were no houses or businesses around it. And as is typical, after the school was constructed, other developments popped up around it. Additions were made to this site as the district grew, leaving limited room for parking. Currently, Woodland Junior high has roughly 170 designated parking spaces. Outside of these parking spaces, the small driveways are often used for additional parking along the curbs during things like open house and ball games. While these drives do provide some additional parking, it is limited because the drives are relatively small and were not designed to serve in that way at the time the building was built. It is also important to note that Woodland currently serves about 800 students, as does the current Ramay.

With a new feeder pattern set to take effect August 2027, a third junior high will be added, which will be done by converting John L Colbert Middle school to a junior high, and the current Woodland building will become a middle school. By doing so, and using current enrollment data and projections, the middle school to be housed there and Ramay Junior High would each have about 600 students.

Given all that background, one of the things we have at the top of our design focus is the need for sufficient parking onsite for the new Ramay. Unlike the current Woodland, there isn't a parking lot at a neighboring church that is easily accessible, nor are their bordering streets immediately adjacent to the school that people can park along. When you consider the neighborhoods that are close by, they still aren't immediately adjacent like the current Woodland, which I believe will greatly reduce the amount of people who will try to park in neighborhoods like Summit Place and walk.

With all that said, below (in purple) are the response we have at this time:

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include? - As you know, the City of Fayetteville has parking maximums. It is my understanding from our design team that our maximum number of actual designated parking spaces allowed is around 200. That said, the ability to park at least 350 cars onsite is the target we are currently working toward. To accomplish this, we are designing the road around the school to be wide enough to allow for parallel parking during evening and special events. Using our current schematic design, we estimate roughly another 130-

140 cars can park on the side of the drive. All that said, it is still early in the design process and design aspects must go through city planning. Additionally, our approach to parking is to avoid a large parking lot, so we haven't yet hit the target of 200 actual parking spaces, but we are getting there. Based on the current Schematic Design, we feel confident we will be able to accommodate 300 cars between the actual spots and the drive, but will continue to work toward 350. With an anticipated 600 student enrollment, we believe this will be sufficient parking.

2. Event Load – How many attendees are projected for an open house? - Open house is a hard thing to predict, but would easily be the event during which the most vehicles would be present. What makes it unique is ALL staff are present, plus families on top of that. Unlike an athletic event, during which minimal staff are present. And even for those who do attend, not all are there at the same time. For the junior high level, we estimate between 50-65% of students/families attend. Then within that number, we have families with multiple kids at the building and parents coming at different times. So looking ahead, with an enrollment of 600 students, we would anticipate 300-400 students/families might attend. If needed, we can stagger open house, which some of our buildings that have limited parking already do. Additionally, if needed, we could have staff park at the current woodland site on open house night and shuttle them back and forth.

3. Infrastructure Plan – Will additional parking be built to meet that need? - I think this question is answered above.

4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented? - We have to keep in mind that 800 students are already flowing to the current Woodland campus, many of which come from the east and/or south. Once that building becomes a middle school and the new Ramay opens, there will be 1200 students between the two of them, a net increase of 400 students. Several of these additional students will be the same families who have multiple kids in grades 5-8, so their car would be going that way already to drop off their middle school child. Assuming the district does not purchase the additional 7 acres to the south, we expect there to be little noticeable difference between the amount of school-related cars traveling those roads then vs. now. The key difference will be traffic between the two campuses. And, with an intersection being added, that should allow for ease of flow between the two sites. As a reminder, that intersection was already in the city plans prior to the district purchasing the land. As for the new Ramay site, the driveway that circles the building should be more than sifficient to keep cars off of College during parent drop-off and pick-up. Now, if the district purchases the additional 7 acres, an additional traffic study will be conducted to see how that Ash Street access could/should be best used. Of course, the city will have a big part in determining that as well.

5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized? - This location allows for potential partnerships with the city around public transportation due to its location to existing routes. We would have to collaborate with the city about how we might collaborate to provide more options for families beyond district run bus routes. We already have about 45-50% of students who ride our own buses, which is strong participation. The development of this site would also allow the trail to connect from Poplar to Ash. Now, I know it would be uphill coming from the west, but it would provide a safe crossing at College that would at least provide the opportunity for more students to walk or cycle to school. I also feel it provides a walkable/bikeable opportunity for students who live to the east that really isn't available now.

6. Timeline – When will the community be informed of the finalized traffic and parking plan? - As referenced above, many of those details will be finalized as part of the Design Development phase. We will not ask the Design Team to start on that phase unless the property is rezoned. However, the Schematic Design will give us a pretty firm idea of how traffic and parking will flow. One key piece outstanding is that additional 7 acres. We are hoping to know one way or the other on that property very soon. Our Design Team will be presenting an update at the August 28th board meeting.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

On Mon, Aug 18, 2025 at 7:57 AM Andrea Fournet <andreafournet@gmail.com> wrote:

Dear Dr. Mulford,

The Woodland Junior High open house on August 14, 2025, created severe traffic congestion and a dangerous parking shortage. Cars overflowed into neighborhoods, businesses and onto lawns. It was unsafe. Woodland admin and staff were clearly unprepared for the number of families attending. Many people parked in the huge parking lot owned by the church on Green Acres Rd and walked on level flat sidewalks to get to the Woodland campus.

I am very concerned the same—or worse—will occur at the new Ramay campus on the hillside. With limited on-site parking, open houses could easily draw over 500 cars, leading to bottlenecks on the hill and spillover into nearby neighborhoods. Parents will not rely on buses or bikes, and many will find alternative routes—parking up and down the streets in the Summit Place neighborhood to the north, walking through woods, and creating hazards. They sure won't park at the bottom of the hillside and walk up the switch back!

What is the district's concrete plan to prevent this? Will a parking lot be built to handle open house attendance, or will we see a repeat of Woodland? This is not a minor inconvenience—it is a safety issue for students, families, and the community. Advance planning is essential.

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include?
2. Event Load – How many attendees are projected for an open house?
3. Infrastructure Plan – Will additional parking be built to meet that need?
4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented?
5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized?
6. Timeline – When will the community be informed of the finalized traffic and parking plan?

I look forward to your detailed response.

Sincerely,
Andrea Fournet

ARKANSAS YOGA & THERAPY CENTER

ANDREA FOURNET, C-IAYT
CEO/Founder

479-521-9642
yogalady@aryoga.com
1949 N Green Acres Rd,
Fayetteville, AR 72703
www.aryoga.com

All we have is emails.

Brink, Andrew andrew.brink@fayetteville-ar.gov

McGetrick, Mary mary.mcgetrick@fayetteville-ar.gov

Madden, Mary mary.madden@fayetteville-ar.gov

Payne, Brad brad.payne@fayetteville-ar.gov

Gulley, Fred Fred.Gulley@fayetteville-ar.gov

Werner, Nick nick.werner@fayetteville-ar.gov

Castin, Nick Nick.Castin@fayetteville-ar.gov

Cabe, Matthew Matthew.Cabe@fayetteville-ar.gov

Ashlyn Holeyfield ashlyn.holeyfield@fayetteville-ar.gov

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267

From: Nancy Harris <nanghar@gmail.com>
Sent: Tuesday, October 7, 2025 4:08 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: can you give me the individual contact info for planning commission members

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.

this is in regard to the project to build a new Ramay on the hill.

Thanks, Nancy Harris

Fyi and apologies that I just realized you were not included. The attachment more than the email appears to be the substance of the public comment.

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

jcurth@fayetteville-ar.gov

479.575.8308

Website l Facebook l Twitter l Youtube

-----Original Message-----

From: Mayor <Mayor@fayetteville-ar.gov>

Sent: Monday, September 22, 2025 1:10 PM

To: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Rutherford, Blake <blrutherford@fayetteville-ar.gov>; Ziegler, Gracie <gziegler@fayetteville-ar.gov>; Macedo, Keith <kmacedo@fayetteville-ar.gov>

Subject: FW: Letter RE Selected Site for Ramay Junior High

Compiled Public Comment
RZN-2025-0048

This was sent to me, council, planning commissioners, and Peter's team. I am simply making you aware.

I had not yet heard school security/student safety used as an argument against this site so that was a new one.

Mayor Molly Rawn

City of Fayetteville, Arkansas

Mayor@fayetteville-ar.gov

(479) 575-8330

-----Original Message-----

From: Dawn Fisher <dawn_fisher@fastmail.fm>

Sent: Sunday, September 21, 2025 5:28 PM

To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; robert.stafford@fayetteville-ar.gov

Cc: Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>

Subject: Letter RE Selected Site for Ramay Junior High

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 evening,

I submit to members of the Planning Committee and to the Mayor and City Council Members, with a cc. to two Planning Committee staff members, regarding the proposed site for the Ramay Junior High School. Parts of this have been communicated to the Environmental Action Committee, and parts to the Fayetteville Public Schools Superintendent and Board members. (Three minutes doesn't seem to cover much when I'm before an august board for the first time in my life, and public speaking is not my strength.) However, I hope you will consider with some weight what I have given much of my thought to since I heard about FSB plans to build on this site and all the implications that followed as a result of my conversations and queries.

Since then, though my background in education gives me to understand the motivations of the school board, I really must express my concerns about this proposal and what I feel to be very real and LIKELY negative outcomes, should the school be built on the site as proposed.

I am not certain I have all e-mail addresses correct, but if any return as "undeliverable," I will try to deliver by alternate means (via hard copy directly to City Hall). Thank you in advance for your time and consideration.

With regards,

Dawn Fisher, 848 E. Peel St.

Fayetteville, AR 72703

--

Dawn Fisher

dawn_fisher@fastmail.fm

From: **Dawn Fisher**, 848 E. Peel St., Fayetteville, 72703

To: **Mayor** Molly Rawn

City Council Members: Robert Stafford, D'Andre Jones, Sarah Moore, Mike Wiederkehr, Scott Berna, Sarah Bunch, Teresa Turk, Monique Jones

City Planning Committee Members: Andrew Brink, Brad Payne, Fred Gulley, Mary Madden, Mary McGetrick, Matthew Cabe, Nick Castin, Nick Werner,

CC: Peter Nierengarten
Leif Olson

September 21, 2025

I have already communicated by letter (7.17.25) to the members of the Environmental Action Committee and to the Superintendent and members of the Fayetteville Public Schools in person (8.29.25) regarding FPS plans to build a junior high school on the hill between Township and Ash, to the east of College.

I write to you not as an expert, but as an observer, a reader, an inquisitive person who has an interest in promoting what is good for the community (children, residents, and taxpayers) of the city of Fayetteville and the FP School District, and admittedly taking the position that what is good for preserving the natural environment is good for humans who share the space, the air, the resources.

This is not the best site for a school, ***nor is a school the best use of this site***. This steep wooded hillside is NOT CURRENTLY ZONED for a school facility. It is also in the City's Hillside/Hilltop Overlay District, which protects fragile natural areas from development. Dr. Mulford has admitted that the location is ideal; the site is not. Wes Burgess, Crafton Tull representative, said he could "make it happen," that the facility CAN be built FOR A PREMIUM: Development costs are estimated to be three times that of building on flat land.

Also, Dr. Mulford initially estimated that the design could preserve up to 50% of the trees/coverage (but that 50% coverage assumed successful purchase of an additional parcel to the south); after further design work, Burgess assured the board that with creative design, "We will have to retain a minimum of 25% of that wooded area…we want to preserve as much wooded area as possible… ***so I think we'll be able to do that."*** *I have heard since that time more qualifying comments regarding that aspiration.*

This "Big Beautiful Building" in the woods is a conceptual idea, of opportunities, collaboration, a spectacular space…presented in renderings, projections, and promises. The renderings are actually very seductive. I wish it could be so. But wishing does not make it so.

The question has been asked, **"Can we build it?"** Probably.
The appropriate question here is: **"SHOULD we build it?"**
Should we build the thing if what we value most ***about that thing*** cannot be manifest?
…If we harm what we say we value*?* And if it comes at great cost AND great risk?
(This brings to my mind the lesson in ***The Gift of the Magi****.)*

What example of nature appreciation are we ***to our children*** when we cut down the trees and impose a 4-story structure and lines of traffic for access and egress to hundreds every day? It is counter-intuitive to talk about using multiple strategies to ***mitigate the damage*** done to the hillside and to prevent downhill flooding and erosion caused by this imposition…and when the base of the only in-and-out access for the public, and the traffic light/crosswalk…is in a floodway? (Not a flood zone, but a **FLOODWAY.)**

Wes Burgess, Crafton Tull representative plainly laid it out: It will cost a PREMIUM. He estimated that development will cost an estimated THREE TIMES that of developing flat land before the school is even built. Some experienced local builders and objective geologists with specialties in the soils and hydrogeology/geohydrology of the area suspect that this may be only a PORTION of the additional cost…(to the taxpayers, mind you).

Governmental entities have the power of the purse and tools of law to pursue public goals for the public good. As we have seen, our political culture has pressed into service laws to expedite specific goals not necessarily "of, by, and for the people," and even challenged some of those boundaries which are set into place to protect the public from the urgent impulses of those who might not have the same long-term view that their predecessors did when establishing safeguards.

So it is to be expected that these cultural changes translate into the public being in general more skittish and skeptical, and for it to scrutinize decisions that elected officials make. Though inconvenient, or a seeming nuisance, this can be a **good thing** in the decision-making process.

I would also gather that City and FPS council/boards and staff have close working relationships and history of cooperation and collaboration. I do hope that does not translate (in this case) into one overlooking violations or making accommodations that they wouldn't for other requests of equal merit. That, in truth, might translate into double-charging tax-payers for both additional cost of the school plus the ultimate cost of additional street and infrastructure improvements necessary to accommodate the building and maintenance of, and access to the school.

OTHER IMPORTANT FACTORS FOR YOUR CONSIDERATION:

Assaults on school children are becoming all too common. They happen not just INSIDE, but AROUND the school and grounds. We value our children and our neighborhoods. Safety is paramount. "One way in, one way out. Surrounded by woods." Ask any school safety specialist if this is a good combination. Years ago, when the Dalai Lama visited, an initial plan included lodging our honored guests in a peaceful inn in the woods very near the University of Arkansas campus. When the Special Agents of Diplomatic Security Service (DSS) of the State Department did their site visit to inspect arrangements, they nixed this plan immediately: **One way in, one way out, woods all around. An invitation to disaster.**

I am not saying that there will be stalkers in the woods targeting our children/students. But Superintendent Mulford is promoting this site as walkable and bike-able. **Is it? And is it safe**? Last month's UA assault and RazALERT was a hoax. But will the next assault be? With predictable accuracy, one knows when our children will be on established paths surrounded by woods. Can the school board provide that surround which is promoted as an asset

for science exploration and appreciation of nature, and still provide the safe, accessible environment for those whose safety and well-being we so value? OR, after construction is complete, will it even still be the forest surround and habitat envisioned and marketed?

MANY other issues remain unresolved as the School Board goes ahead with its plans:

In this particular case, and with the selected parcels, the goals of infill and incorporating greenways in the city seem to be incompatible. Previous-mentioned concerns don't BEGIN to address the logistical challenges of evacuation in the event of severe weather or other emergency.

Nor does it address the hazardous alternate route sometimes suggested through the Ash/Walnut/Sycamore route/corridor. It would be an engineer's or bus-driver's nightmare, let alone a parent's on a slippery day…Dr. Mulford responded to the "what if" question that school would be called off on inclement weather days. But this hill is a different situation. The option I imagine the City resorting to is designate one of the now-quiet residential streets to serve as a collector and take a straight shot to the top of the hill from Old Wire. Has this been discussed as a back-up plan? The neighbors want to know in advance, not after-the-fact.

When asked about how the traffic lights on College will affect traffic at the Poplar intersection, Dr. Mulford simply replied something to the effect that "sometimes during the day better, sometimes not."

Many businesses along College below this site already suffer from the down-slope water and residuals after a rain event. In addition, several businesses are "adult" in nature. There are no prohibitions against their existence since they precede the building of the school, but if the school is built, it will affect their ability to sell their location to other similar businesses.

Certainly, infill where it makes sense. It doesn't make sense on this slope, with its ***geohydrology*** and the constraints of our **already imposed development.** Take a lesson from the cities around Seattle, Washington where builders in their hubris built on steep hillsides, only to see their structures buried by the super-saturated hillsides behind them; or losing deep footings as eroding land around them gave way.

Just as there is a human community, there is a forest community. When there is loss, the ***whole*** experiences that loss; we experience loss, whether it is of the forest itself, or of what it offers us: clean air, a climate buffer, a natural habitat for those who were here before us and who now struggle to survive because of our human-centric priorities. There is an intelligence in nature. We dominate and manipulate at our own peril. The trees, in THEIR Natural State, help make our burgeoning community not just livable, but outstanding.

I am not blind to the stated needs of FPS to establish and ensure completion of their in-progress "feeder pattern" of student cohorts, and to make it a fait-accompli. They have searched for options, found one they are invested in (with our tax dollars): land, development and architecture/design fees, contracts... This site seems to be the lynchpin, the hill not to be given up.

The truth is, school enrollments are NOT increasing (even though the City's population is). Changing demographics, private schools and home-schooling are taking some of the pressure off; there's no rush. I urge the City Planning Department, which I understand is short on engineers, to take ITS time to consider carefully the request from FPS to change the zoning and for the Planning Department and City Council to encourage them to seek other options.

I know that the EAC has offered to help with FSB efforts to consider other options, and there may be potential stakeholders interested in participating in a plan that could enable the school board to recoup some of their investment, should they reconsider other options.

I apologize for the length of this. It comes with my hope for a positive resolution, whatever that may be.

Respectfully yours,

Dawn Fisher

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Tuesday, April 29, 2025 7:35 AM
To: Carlo Bertani <carlo.bertani@maersk.com>; Nathan Walker <nathan-walker@outlook.com>; Bethany Douglas <bedouglas17@gmail.com>; James Parrish <jnparrish54@gmail.com>; foresterfox51@gmail.com <foresterfox51@gmail.com>; Scott, John <jscott@fayetteville-ar.gov>; Kate Shirley <shirleykatharine8@gmail.com>; Thomason, Willa <wthomason@fayetteville-ar.gov>; Tas Zinck (tas@biodesicstrategies.com) <tas@biodesicstrategies.com>; Hannah Ash <hannah.ashh@gmail.com>
Subject: Future Ramay Junior High school location

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 Members of the Fayetteville Urban Forestry Advisory Board,

I am writing to urgently bring to your attention a deeply troubling situation.

The Fayetteville School District is advancing plans to construct a new junior high school and football field atop one of our city's last undeveloped hillsides — an approximately 18-acre old-growth hardwood forest just east of College Avenue. Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).

Public funds have already been spent to purchase the land and commission architectural plans, even though this project would permanently destroy an irreplaceable urban forest. This forest has quietly served our community for generations — stabilizing the hillside, protecting our watershed, cooling and purifying the air, sheltering wildlife, and providing immeasurable beauty to Fayetteville.

At a time when our community and nation are investing heavily in climate resilience, it is unthinkable to pursue a project that echoes the destructive development practices of the past. It is 2025. We have better knowledge and better tools. We must uphold higher standards.

Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.

This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.

I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside. Our responsibility is not just to today's residents, but to future generations.

Thank you for your attention and service to our community. Let's help keep Fayetteville Shay by preserving our long existing hardwood forests, like this one, in tack.

Sincerely,
Andrea Fournet
Fayetteville Resident and Business Owner

Andrea Fournet, C-IAYT

CEO/Founder-AYC

Arkansas Yoga and Therapy Center

Good morning, Andrea,

I appreciate you reaching out to express your concerns about this project, and I will do my best to address them. However, I would recommend that you reach out to the Planning Commission and City Council representatives as they will ultimately be the ones to vote on this development.

- **Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).**

As of now, this project has not been submitted to the City for formal review. When the applicant submits plans for this project, it will be processed as a large-scale development and will be reviewed by planning, urban forestry, engineering, building safety, fire, and any other applicable departments to ensure the plans adhere to our City's municipal code. This review will include assessment of the plans adherence to zoning regulations, hillside and drainage protections, traffic considerations, and appropriate locations of ingress/egress.

- **Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.**

Because this project will be processed as a large-scale development, review comments and staff determinations will be heard at Tech Plat, a public meeting with the applicant, and at Planning Commission, a public hearing. This process ensures public transparency throughout the development of the project. If staff determine that any aspect of the plans do not comply with City ordinances, the project will be tabled until changes are made to bring the plans into compliance.

- **This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.**

This parcel is zoned RSF-4 which, per §167.04(C) Table 1, requires 25% minimum canopy preservation. Because the parcel is in the Hillside/Hilltop Overlay District (HHOD), the percent minimum canopy requirement must be increased by 5% to a total requirement of 30%. This is the maximum percent minimum canopy requirement outlined in UDC §167. Additionally, land located within the HHOD is subject to additional grading and erosion control requirements administrated by engineering.

- **I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside.**

While the Urban Forestry Advisory Board may issue opinions on development projects, the administration of Code is the responsibility of staff, and final decisions are made by Planning commissioners and City Council members. Again, I recommend that you voice your concerns to the Planning Commission , City Council, and the Mayor, as well as UFAB and staff.

Please let me know if you have any questions or want to discuss this further.

Thanks!

Willa

Willa Thomason, M.S.
Urban Forester

Development Services
City of Fayetteville, Arkansas
(479) 444-3486

Website | Facebook | Twitter | Instagram | YouTube

PUBLIC COMMENT

The Fayetteville Youth Advisory Council writes to formally recommend against the rezoning of parcel #765-13438-000, which is currently owned by the Fayetteville Public School District. After discussion and careful consideration, the YAC voted 8-0 on May 29, 2025 in favor of forwarding this letter to the City Council and the Planning Commission. The YAC determines that this land is unsuitable for development, and urges the City Council to consider the following:

1. The soil on this land is key in controlling water flow, disrupting and compacting it during construction increases the likelihood of floods onto N. College Ave. and the businesses below parcel #765-13438-000.
2. The accessibility to the school in proposed plans is highly limited, with one official road, and one ‘emergency’ road. The official road stems off of N. College, and the traffic congestion due to the proposed school and the revamped middle school (formally Woodland Jr. High) would greatly increase. In the situation of bad weather or emergency, getting in and out of the school would be difficult, and a potential danger to the students.
3. Parcel #765-13438-000 is a densely forested slope, any construction would be difficult and destructive of its ecological systems. As one of few areas of dense, native vegetation and wildlife left in Fayetteville, the YAC deems it important to protect the nature of this land as much as possible.

Furthermore, the Fayetteville Youth Advisory Council urges the Fayetteville Public School District to utilize this land for alternative, non-destructive stewardship and educational opportunities. The YAC also encourages the FPS District to pursue the purchase and development of underutilized land, such as unused parking lots, for the building of the new Ramey school.

This decision will affect hundreds of Fayetteville’s youth, and the YAC feels a deep responsibility to advocate for the safest and most sustainable route in regards to the development of the new schools. We respectfully ask the FPS to consider alternative locations that would better meet the schools goals of safety and would cause minimal harm to the ecosystems and environment surrounding it.

We appreciate the work of the City Council and Planning Commission and thank you for your attention to our concerns. The YAC welcomes the opportunity to discuss this further as decisions are made, and remains committed to finding solutions that best reflect the interests of Fayetteville’s Youth.

PUBLIC COMMENT

Bland, Justin

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, September 22, 2025 4:32 PM
To: Brown, Chris; Bland, Justin; Moore, Sarah; Wiederkehr, Mike
Subject: Traffic study for proposed Ramay Junior High site

Follow Up Flag: Follow up
Flag Status: Completed

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 Chris and Justin,

Could the City conduct its own traffic safety study for the proposed Ramay Junior High site off College Avenue? The City has done so before—such as for the Zion Road project—when line-of-sight and turning safety were in question. This site raises even greater concerns: students crossing five lanes of traffic, and two left-hand turns off College on to Poplar from both directions. Left turns across multiple lanes are among the most dangerous traffic movements for pedestrians, bikes, scooters, wheelchairs, and cars and relying solely on the school district's consultants may risk overlooking that.

Many recent developments on major arterials avoid this hazard by allowing only right-in/right-out access. Will the City require similar protections here?

And how will the College Avenue entrance be made ADA accessible for students walking or using a wheelchair from neighborhoods west of the site?

Will the continuation of Poplar be a city maintained road or private maintained by our public school system?

Thank you for your time concerning this project.

Best regards,
Andrea

Compiled Public Comment
RZN-2025-0048

UPDATED 10/28/2025

From: Drew Conner <drewconner1022@gmail.com>
Sent: Monday, October 27, 2025 10:31 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
Subject: SUPPORT the New Ramay Junior High Plan

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.

Commissioners,

I am a Root Elementary parent, I live in the Summit Place neighborhood next to the proposed Ramay build site, and I want to express my support for the new Ramay project.

I have attended a community discussion with Dr. Mulford, learned the facts, and agree that the site is centrally located within the proposed Ramay feeder pattern, is environmentally responsible, and is a much needed upgrade for our children and community.

I understand that you are having a planning commission meeting today to listen to members of the community regarding the new Ramay proposal. I am unable to attend, but hope that this email is read with as much weight as an in-person 3 minute speaking session.

For what it's worth, I recently applied for the vacant school board position...and while I wasn't chosen...the process was amazing because it gave me the opportunity to meet my neighbors. The application process had me canvassing my neighborhood for signatures. The new Ramay build project was on top of everybody's mind...with 80+% very much on board with this project. I get the impression that the very loud minority of those who are against the project are simply uninformed with complaints not rooted in fact. For those who have attended engagement meetings and understand how much time, effort, and research that has already gone into this new school proposal, this project is a 'no-brainer'.

Thank you for your time and attention.

Drew Conner

(479) 283-6602

497 E. Ozark View Drive

Fayetteville, AR 72703

Compiled Public Comment
RZN-2025-0048

From: Elizabeth Bainbridge <bainbridge.e@gmail.com>
Sent: Monday, October 27, 2025 1:02 PM
To: Tamijani, Zak <ztamijani@fayetteville-ar.gov>
Subject: Plan for Ramay junior high

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 Zach, this is Elizabeth. I'm really concerned about the risk for significant traffic congestion on Ash/Walnut/sycamore to the extent that we may have trouble getting to work or having emergency vehicles come to our neighborhood. Further, if we can't get out of our neighborhood to the west and have to go out the back way to old wire, I believe old wire will also be congested to the extent that it will be very difficult for us to get out of our neighborhood.

Now that the new piece of land is in the process of being purchased, they took out the exit on the opposite northside and put two exit entrances on our street our side of the street

I'm not thrilled about the school being built and ruining the woods near my house but I can accept it. What I cannot accept is blacks and blocks of backed up traffic in my neighborhood.

What can the planning commission do to protect our neighborhood?

Elizabeth Bainbridge, LLC, MA, CCC-SLP

Speech Language Pathologist

Note: The information in this email may be privileged and confidential and protected from disclosure. If the reader of this email is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this email is strictly prohibited. If you have received this email in error, please notify the sender immediately by email and delete the material from any computer.

From: Jason Smith <jason.edward.smith@gmail.com>
Sent: Monday, October 20, 2025 12:49 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: support for RZN-2025-0048

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.

Just wanted to reach out and voice my support for the new Ramay Jr High school location. We currently live in the center of the City of Fayetteville and our son buses to JLC across town. The central location looks so much better both for our kids and for parents to be involved at the school more easily.

I have seen some loud opposition to cutting of the trees there, while little to no opposition in the developments going in on Old Wire and Old Missouri Roads.

Compiled Public Comment
RZN-2025-0048

Thanks,

Jason Smith

408 E Lafayette

From: Sarah Rack <sarah.rack@gmail.com>
Sent: Monday, October 20, 2025 10:00 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners -

I am writing to express my strong support for the zoning change **RZN-2025-0048** to allow for the development of the new Ramay Junior High in the heart of Fayetteville.

This school represents a critical investment in the future of our city—one that aligns directly with Fayetteville's Vision 2050 Guiding Principles. Building Ramay in this central location supports:

- A **diverse, growing local economy** by ensuring equitable access to quality education across our community.
- The preservation of a **naturally beautiful city** through thoughtful planning and responsible land use.
- **Well-maintained infrastructure** and facilities that meet the needs of our growing population.
- A **safe, vibrant community** where families can live, learn, and thrive.
- **Quality public schools** that serve as cornerstones of educational excellence and opportunity.

Locating this junior high in the heart of the city strengthens our neighborhoods, reduces transportation barriers, and demonstrates Fayetteville's continued commitment to smart, sustainable growth.

Thank you for your consideration and for your leadership in ensuring Fayetteville remains a city where every child has access to exceptional educational opportunities close to home.

Warm regards,
Sarah Rack

Fayetteville Resident and Public School Supporter

-----Original Message-----

Compiled Public Comment
RZN-2025-0048

From: Leslie Reeves <leslierreeves05@gmail.com>

Sent: Tuesday, October 14, 2025 4:32 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: RZN-2025-0048 Rezoning Land for Ramay Junior High School

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.

City of Fayetteville Planning Commissioners,

Knowing that you must not communicate among yourselves I have blind-copied you. I hope I typed all of the email addresses correctly. First, I want to thank you for your service to the City of Fayettevile - for the long hours you must often put in, and for listening to the citizens of our city. I rotated off the Planning Commission a number of years ago now, and hadn't anticipated either coming to speak before you, or sending you an email advocating for or against something before you. But here I am!

I want to encourage you to approve sending the rezoning for the new Ramay Junior High to the City Council with a recommendation that they approve it. It's difficult to rezone property knowing that trees will be removed. But the choice is almost always between density and sprawl. And I believe that the values of our city - and the best alternative for the Planning Commission and City Council - is infill.

I don't envy you the decision before you, but I trust that you will endure the input and make a good decision.

Sincerely,

Leslie (Belden) Reeves

From: D Neely <dgn.edensgreen@gmail.com>
Sent: Saturday, October 11, 2025 1:26 PM
To: Rawn, Molly <molly.rawn@fayetteville-ar.gov>; john.mulford@fayar.net
Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>; tim.hudson@fayar.net; justin.eichmann@fayar.net; keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh

<hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov; Bostick, Britin <bbostick@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; kkellam@uark.edu; Hunter.Adkisson@prismds.co; jennyb@prismds.co; Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Douglas, Bethany <bdouglas@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; gharton@nwaonline.com; dustin@fayettevilleflyer.com; stacy@fayettevilleflyer.com; news@knwa.com; news@kfsm.com
Subject: Aquatic Recreation Center and “New” Ramay Project

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, Mayor Rawn and Dr John!

(Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions, Contractors, Fayetteville Flyer, KNWA, KFSM, NWADG, KUAF, KPSQ)

Thanks to responses I’ve received from Mike Wiederkehr and Scott Berna, I better understand why bond proposals are not the proper funding mechanisms for housing AND have an enlightened perspective regarding public input supporting the Aquatic Recreation Center.

On another topic, so much about the "New" Ramay Project . . . .

Considering the potential dramatic negative impact in the N College Urban Corridor from large-scale construction on an unstable hill slope, unforeseen drainage issues, inadequate routes for traffic, site SAFETY and ADA accessibility limitations, as well as COST OVERRUNS wasting tax dollars . . . the FPS District and City should give the PUBLIC the same opportunity to provide input as was the case for the Aquatic Recreation Center* **(see Scott Berna email excerpt below).**

ALL ASPECTS of the plan for the "New" Ramay Hill-Slope Site are WHOLLY INAPPROPRIATE.

So much about the “New” Ramay plan has been mis-handled, forced, and out of proper sequence that it has given ever more members of the general public (who are becoming aware of the plans . . . over 1100 on change.org and still counting) the sense that the FPS Board and the City decided to push re-zoning and the project approval through sometime in 2024.

Far better would be to use the Old Woodland site for building the "New" Ramay.

STUDENTS could lead a RE-GREENING INITIATIVE to design and plant a native botanical landscape on the Old Woodland property. This would give students life-long pride in CREATING A NEW GREEN OASIS OF NATIVE SPECIES AND SAVING THE HILLSIDE URBAN FOREST for use as a STEAM Outdoor Classroom/Gym/Lab.

Another better site could be acquired for a middle-school with a smaller foot-print requiring less acreage and NO FOOTBALL FIELD ON A TREE-DENUDED SLOPE.

Where there's a will there's a way for the FPS Board, the City, and local non-profit(s) to collaborate on saving the Ash/N College Urban Forest property (possibly putting it into a conservation easement).

Everybody WINS in this scenario.

Compiled Public Comment
RZN-2025-0048

IMHO & Cheers! Dot Neely/Fayetteville Resident-UAF M.S. Geology-Environmental Educator

*On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

“ In regards to the aquatic center, for **over a year, the City has taken the time to really listen to Fayetteville residents about what they want** in a new aquatic and recreation center.

Starting August 1, 2024, we launched an **extensive community engagement campaign**.

- Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.
- Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants.
- City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center’s Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly.
- Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents.
- Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

Sent from my iPhone

On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

Dot,

Thank you for reaching out on this issue. We don't always agree but I do appreciate your input.

I do want to push back a little on one of your comments. The administration is working every day on the housing issue and just because we feel this bond issue is not the right vehicle to fund housing does NOT mean we are "TONE DEAF".

Multiple staff members work on this daily and the Mayor has hired a new Housing Officer to focus on this exact issue. I might add the Housing Officer spoke Tuesday night and publicly stated this bond with its water and sewer infrastructure requests does in fact improve our ability to build housing.

In my time on council we have approved well over a million dollars to agencies who help the underserved. Just in the last couple of months the Mayor and city council have approved $450000.00 towards improving housing to the underserved. We have another item coming before us on the next council agenda that talks about housing as well as workforce training which I personally think is a critical component too improving someone's future.

In regards to the aquatic center, for over a year, the City has taken the time to really listen to Fayetteville residents about what they want in a new aquatic and recreation center. Starting August 1, 2024, we launched an extensive community engagement campaign. Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.

Compiled Public Comment
RZN-2025-0048

Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants. City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center's Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly. Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents. Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

What staff heard was clear and consistent: people want a year-round aquatic and recreation center that serves everyone — families, lap swimmers, seniors, and kids learning to swim. They asked for a space that brings indoor and outdoor features together, with places to play, exercise, and relax. In every type of feedback session, residents overwhelmingly said they support building a modern, multi-use facility that Fayetteville can be proud of for decades to come.

*3,000 views and 1,545 participants in the first round, and 3,600 views and 1,309 participants in the second.

Again thank you for reaching out and expressing your opinion. You clearly have a passion for Fayetteville and for that I applaud you.

Scott

From: D Neely <dgn.edensgreen@gmail.com>
Sent: Thursday, October 9, 2025 5:31 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Cc: keith.macedo@fayetteville-ar.gov <keith.macedo@fayetteville-ar.gov>
Subject: Tues Oct 7 Bond Proposal

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Rawn and City Council Members (Cc: Keith Macedo):
The overall proposal is sound . . . However; it is REALLY TONE-DEAF to designating $60 million for an Aquatic Recreation Center in Lewis Park before funding affordable housing, especially after all of the City Pronouncements in Support of Low-Middle Income Housing, Calls for Public Input, Special Housing Task Force Problem-Solving Efforts/etc . . .

Fayetteville needs homes for workers who contribute to community creativity and economic viability . . .

Endeavor to persevere and do the next right thing, y'all . . .
Yours, Citizen Dot

Sent from my iPhone

Compiled Public Comment
RZN-2025-0048

Sent from my iPad

From: Colley Bailey <colley.bailey@gmail.com>
Sent: Thursday, October 9, 2025 11:25 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

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 City Planning Commission Members,

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

--

Colley Bailey, Principal Broker,

LoneRock Realty

479-777-3379 (work cell)

479-856-9422 (personal cell)

https://www.LoneRockHomeTeam.com/

649 E Huntsville Rd, Fayetteville, AR 72701

From: amanda bailey <amanda.bailey32@gmail.com>
Sent: Wednesday, October 8, 2025 10:09 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

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 City Planning Commission Members,

Compiled Public Comment
RZN-2025-0048

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

After reading the breakdown of the 2040 City Plan, it seems like this school is aligned with Fayetteville's growth goals. The school has been so intentional, and thoughtful about ecological issues, with their design and accompanying studies for that design. I feel like this school won't be the eyesore that some others think it will be. I believe that it will blend beautifully with the surrounding trees and give the kids that attend there such an amazing place to attend Junior High.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

Amanda Bailey

-----Original Message-----

From: Paige Goodman Wolven <paigelorrabeth@gmail.com>

Sent: Tuesday, September 30, 2025 6:30 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support of RZN - 2025-0048

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,

I'm emailing to voice my support of the rezone of the land for the future Ramay build. The proposed school right in the center of town would be a great thing for our city.

Paige

From: D Neely <dgn.edensgreen@gmail.com>
Sent: Monday, September 29, 2025 1:03 PM
To: John Mulford <john.mulford@fayar.net>
Cc: tim.hudson@fayar.net; justin.eichmann@fayar.net; keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Rawn, Molly <molly.rawn@fayetteville-

ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh <hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov
Subject: Ash-N College School Site Conservation Easement Collaboration

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, Dr John! (Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions)

Y'all will be in over your heads on the hillside site. Just trying to save the FPSD, City, and tax payers exorbitant expense and problems yet to be encountered.

Urban forests are irreplaceable . . . There are other better site options for school construction.

I have a respected 501(c)(3)non-profit ready to collaborate and combine resources with FPSD and the City on a Conservation Easement for the Ash/N College junior high site.

Do the right thing . . . Preserve Fayetteville's Enduring Green Network . . .

Cheers! Dot

Sent from my iPhone

On Sep 29, 2025, at 10:06 AM, John Mulford <john.mulford@fayar.net> wrote:

Thank you, Dot.

Both emails have been received. As I watch these videos I things of two things:

1. I am excited about how we can improve this type of runoff that currently exists for our neighbors to the west of us due to the condition of the site and lack of runoff mitigation strategies on the site. Our design team has given great care in coming up with a plan that will keep more water onsite and lead to slower runoff during heavy remains.

2. For this family on Walnut, with their home being further south than where our property is located, I don't know that they will benefit from our site improvements. But, I am hopeful that they will.

Compiled Public Comment
RZN-2025-0048

Storm water runoff continues to be a top focus for our design team and we remain committed to improving the situation over what currently exists.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

On Fri, Sep 26, 2025 at 4:53 PM D Neely <dgn.edensgreen@gmail.com> wrote:

Greetings Dr. John! (Cc: FPS Board Members, Alan Wilbourn, Kelly Freeman, Edward McKinnon)

A new friend on the Walnut segment of the Sycamore-Walnut-Ash hill sent two videos of the Tuesday 9/23/2025 storm runoff from the slope behind her recently purchased home.

Video #2 is attached with this email.

Video #1 was sent previously in a separate email due to file size.

As you are now aware, the New Ramay hillside site is a "Pandora's Box" of problems which development will unleash at great expense to the FPSD, City, business owners on adjacent downslope properties, and resident tax payers.

Building Ramay anew on the current Woodland property and securing a smaller parcel on level-to-gently sloping ground is a better, more affordable way forward.

The best scenario for the 20+ hillside acres is for the FPS Board to partner with the City and a respected local non-profit (TBA) to place the site into a Conservation Easement, in keeping with the City's 2040 Master Plan, Hillside and Tree Preservation Ordinances, and the Climate Action Plan.

Placed in a Conservation Easement, the site would effectually preserve and extend the City's Enduring Green Network north of the Brooks-Hummel Preserve. The wooded slope will provide an essential green-buffer between planned intensive infill development along the N College Urban Corridor and neighborhoods to the east.

I can get with each of you individually at your convenience to talk more about issues with the proposed hillside site and partnering to place it in a Conservation Easement, if you like.

Cheers! Dot

P.S. Please check through your FPS Email Inbox for my email of 7/26/2025 with attached information re: the New Ramay Site.

From: Amylou Wilson <hattiemcneil@hotmail.com>
Sent: Sunday, September 28, 2025 7:48 PM
To: Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; JGarlock@fayetteville-ar.gov; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Hyke, Bliss <ehyke@fayetteville-ar.gov>; gharrison@fayetteville-ar.gov; Hopkins, Mirinda <mhopkins@fayetteville-ar.gov>; Tamijani, Zak <ztamijani@fayetteville-ar.gov>; Frank, Wes <wfrank@fayetteville-ar.gov>; Bostick, Britin <bbostick@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>
Subject: Against Rezoning/New Ramey School

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am against the rezoning of land the school board has purchased for the new Ramey Junior High. We can do better than this! I've worked in the water sector and this is a disaster in the making. Mr. Bayyari is correct in his assessment as a developer in the letter to the editor printed in the newspaper recently. Please do not allow this to happen.

Amy (Amylou) Wilson

1833 E. Applebury Drive

Fayetteville, AR

hattiemcneil@hotmail.com

From: Masters, Jessica
Sent: Friday, September 26, 2025 4:49 PM
To: 'Lana Harris' <lanalharris08@gmail.com>
Subject: RE: Question regarding proposed Ramay Jr. High site

Lana,

Thank you for your questions; it's what we're here for, so I don't mind answering them.

Yes, the school district recently submitted their request to rezone the property in question, and I've attached their documents for your consideration. The rezoning item will be heard by Planning Commission on October 27 at a meeting which will begin at 5:30 PM. The variance that was approved recently was for a separate matter, and does not take the property's zoning into account. Geotechnical borings are a typical, due diligence process that is often done on a property where no clearing is involved, so no permits are involved or necessary from the City. In that particular matter, a grading permit was required because of the amount of

clearing the developer required given the level of geotechnical work they were planning on doing. However, in order for them to obtain that permit, code requires that typically a large-scale development has already been approved. Since a large-scale development has NOT yet been approved, (nor, as you've mentioned, has the property been rezoned yet), the developer sought a variance to that standard so that they could begin that site analysis work.

You are correct that the developer has not yet obtained a grading permit in relation to that variance, but it is my understanding they are still working through that process. So, the test results won't necessarily be a part of the rezoning, but it sounds like many Commissioners will be interested to hear if that information will be ready yet. The applicant has not provided it, nor is it a typical requirement of any rezoning item, though I would anticipate that the question will arise, and perhaps the developer will have more information at the time of the rezoning hearing.

Let me know if I can be of further assistance.

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: Lana Harris <lanalharris08@gmail.com>
Sent: Friday, September 26, 2025 12:11 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Question regarding proposed Ramay Jr. High site

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, Jessie,

I hope you're doing well. I hate to bug you with questions, but I'm struggling to fully understand all of the moving parts and pieces to the Ramay Jr. High site rezoning process.

I believe the school district has submitted their application for rezoning for the 19.7 acre parcel, as well as the 7-acre parcel to the south, which they have under contract.

Can you help me understand how the variance approval impacts the rezoning decision?

Compiled Public Comment
RZN-2025-0048

I thought the variance approval for boring was so the school district could conduct their geotechnical tests to determine if the site is suitable for a school. Since they haven't even applied for their grading permit yet, I would assume that means they haven't completed any of their testing.

Wouldn't those test results be necessary prior to the planning commission voting on rezoning? I was under the impression, based on conversation by commissioners at the meeting where they approved the variance, that the rezoning wouldn't be considered until the boring results were presented. Many of the commissioners discussed how the results of the boring tests would impact their decisions on rezoning, which is why I'm a bit confused.

I'd appreciate any insight or clarification you could give me around this. If it would be easier to explain via phone call or an in-person meeting, I'm more than happy to do either. Thank you so much for your help. I hope you have a great weekend.

Sincerely,

Lana Harris

479-445-8002

lanalharris08@gmail.com

From: John Mulford <john.mulford@fayar.net>
Sent: Monday, August 18, 2025 3:49 PM
To: Andrea Fournet <andreafournet@gmail.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; mmbritain@gmail.com; alexmauroner@gmail.com; grimsleygraham@gmail.com; staceybuff@gmail.com; tomdeere13@yahoo.com; tod.yeslow@yeslow-law.com; spencer.vicki@gmail.com; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; bpayne51@gmail.com; Fredgulley1@gmail.com; wesinfay@gmail.com; mmadden86@hotmail.com; Mjmcgetr@gmail.com; cabe.arch@gmail.com; ncastin@gmail.com; werner.nickc@gmail.com
Subject: Re: Urgent: Parking & Traffic at current Woodland Campus and possible new Ramay Campus

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, Andrea.

I will do my best to provide answers to the questions you have presented. Please keep in mind that many of the things asked will be navigated during the Design Development phase of the project. Up to this point, Schematic design is the only thing that has occurred as we investigate how a building will best fit on the site while minimizing the footprint and saving as many significant trees as possible. The Schematic design is on hold until we know whether or not the rezoning will move forward and whether or not the additional 7 acres to the south will be available to be used for placement of school facilities.

Thar said, I think we need to distinguish a key difference between the current Woodland site and the proposed Ramay site. When Woodland was built roughly 70 years ago, the district was much smaller and the site was on the west edge, if not outside of town. There were no houses or businesses around it. And as is typical, after the school was constructed, other developments popped up around it. Additions were made to this site as the district grew, leaving limited room for parking. Currently, Woodland Junior high has roughly 170 designated parking spaces. Outside of these parking spaces, the small driveways are often used for additional parking along the curbs during things like open house and ball games. While these drives do provide some additional parking, it is limited because the drives are relatively small and were not designed to serve in that way at the time the building was built. It is also important to note that Woodland currently serves about 800 students, as does the current Ramay.

With a new feeder pattern set to take effect August 2027, a third junior high will be added, which will be done by converting John L Colbert Middle school to a junior high, and the current Woodland building will become a middle school. By doing so, and using current enrollment data and projections, the middle school to be housed there and Ramay Junior High would each have about 600 students.

Given all that background, one of the things we have at the top of our design focus is the need for sufficient parking onsite for the new Ramay. Unlike the current Woodland, there isn't a parking lot at a neighboring church that is easily accessible, nor are their bordering streets immediately adjacent to the school that people can park along. When you consider the neighborhoods that are close by, they still aren't immediately adjacent like the current Woodland, which I believe will greatly reduce the amount of people who will try to park in neighborhoods like Summit Place and walk.

With all that said, below (in purple) are the response we have at this time:

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include? - As you know, the City of Fayetteville has parking maximums. It is my understanding from our design team that our maximum number of actual designated parking spaces allowed is around 200. That said, the ability to park at least 350 cars onsite is the target we are currently working toward. To accomplish this, we are designing the road around the school to be wide enough to allow for parallel parking during evening and special events. Using our current schematic design, we estimate roughly another 130-140 cars can park on the side of the drive. All that said, it is still early in the design process and design aspects must go through city planning. Additionally, our approach to parking is to avoid a large parking lot, so we haven't yet hit the target of 200 actual parking spaces, but we are getting there. Based on the current Schematic Design, we feel confident we will be able to accommodate 300 cars between the actual spots and the drive, but will continue to work toward 350. With an anticipated 600 student enrollment, we believe this will be sufficient parking.

2. Event Load – How many attendees are projected for an open house? - Open house is a hard thing to predict, but would easily be the event during which the most vehicles would be present. What makes it unique is ALL staff are present, plus families on top of that. Unlike an athletic event, during which minimal staff are present. And even for those who do attend, not all are there at the same time. For the junior high level, we estimate between 50-65% of students/families attend. Then within that number, we have families with multiple kids at the building and parents coming at different times. So looking ahead, with an enrollment of 600 students, we would anticipate 300-400 students/families might attend. If needed, we can stagger open house, which some of our buildings that have limited

parking already do. Additionally, if needed, we could have staff park at the current woodland site on open house night and shuttle them back and forth.

3. Infrastructure Plan – Will additional parking be built to meet that need? - I think this question is answered above.

4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented? - We have to keep in mind that 800 students are already flowing to the current Woodland campus, many of which come from the east and/or south. Once that building becomes a middle school and the new Ramay opens, there will be 1200 students between the two of them, a net increase of 400 students. Several of these additional students will be the same families who have multiple kids in grades 5-8, so their car would be going that way already to drop off their middle school child. Assuming the district does not purchase the additional 7 acres to the south, we expect there to be little noticeable difference between the amount of school-related cars traveling those roads then vs. now. The key difference will be traffic between the two campuses. And, with an intersection being added, that should allow for ease of flow between the two sites. As a reminder, that intersection was already in the city plans prior to the district purchasing the land. As for the new Ramay site, the driveway that circles the building should be more than sifficient to keep cars off of College during parent drop-off and pick-up. Now, if the district purchases the additional 7 acres, an additional traffic study will be conducted to see how that Ash Street access could/should be best used. Of course, the city will have a big part in determining that as well.

5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized? - This location allows for potential partnerships with the city around public transportation due to its location to existing routes. We would have to collaborate with the city about how we might collaborate to provide more options for families beyond district run bus routes. We already have about 45-50% of students who ride our own buses, which is strong participation. The development of this site would also allow the trail to connect from Poplar to Ash. Now, I know it would be uphill coming from the west, but it would provide a safe crossing at College that would at least provide the opportunity for more students to walk or cycle to school. I also feel it provides a walkable/bikeable opportunity for students who live to the east that really isn't available now.

6. Timeline – When will the community be informed of the finalized traffic and parking plan? - As referenced above, many of those details will be finalized as part of the Design Development phase. We will not ask the Design Team to start on that phase unless the property is rezoned. However, the Schematic Design will give us a pretty firm idea of how traffic and parking will flow. One key piece outstanding is that additional 7 acres. We are hoping to know one way or the other on that property very soon. Our Design Team will be presenting an update at the August 28th board meeting.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

Compiled Public Comment
RZN-2025-0048

On Mon, Aug 18, 2025 at 7:57 AM Andrea Fournet <andreafournet@gmail.com> wrote:

Dear Dr. Mulford,

The Woodland Junior High open house on August 14, 2025, created severe traffic congestion and a dangerous parking shortage. Cars overflowed into neighborhoods, businesses and onto lawns. It was unsafe. Woodland admin and staff were clearly unprepared for the number of families attending. Many people parked in the huge parking lot owned by the church on Green Acres Rd and walked on level flat sidewalks to get to the Woodland campus.

I am very concerned the same—or worse—will occur at the new Ramay campus on the hillside. With limited on-site parking, open houses could easily draw over 500 cars, leading to bottlenecks on the hill and spillover into nearby neighborhoods. Parents will not rely on buses or bikes, and many will find alternative routes—parking up and down the streets in the Summit Place neighborhood to the north, walking through woods, and creating hazards. They sure won't park at the bottom of the hillside and walk up the switch back!

What is the district's concrete plan to prevent this? Will a parking lot be built to handle open house attendance, or will we see a repeat of Woodland? This is not a minor inconvenience—it is a safety issue for students, families, and the community. Advance planning is essential.

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include?
2. Event Load – How many attendees are projected for an open house?
3. Infrastructure Plan – Will additional parking be built to meet that need?
4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented?
5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized?
6. Timeline – When will the community be informed of the finalized traffic and parking plan?

I look forward to your detailed response.

Sincerely,
Andrea Fournet

ARKANSAS YOGA & THERAPY CENTER

ANDREA FOURNET, C-IAYT
CEO/Founder

479-521-9642
yogalady@aryoga.com
1949 N Green Acres Rd,
Fayetteville, AR 72703
www.aryoga.com

Compiled Public Comment
RZN-2025-0048

All we have is emails.

Brink, Andrew andrew.brink@fayetteville-ar.gov

McGetrick, Mary mary.mcgetrick@fayetteville-ar.gov

Madden, Mary mary.madden@fayetteville-ar.gov

Payne, Brad brad.payne@fayetteville-ar.gov

Gulley, Fred Fred.Gulley@fayetteville-ar.gov

Werner, Nick nick.werner@fayetteville-ar.gov

Castin, Nick Nick.Castin@fayetteville-ar.gov

Cabe, Matthew Matthew.Cabe@fayetteville-ar.gov

Ashlyn Holeyfield ashlyn.holeyfield@fayetteville-ar.gov

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

From: Nancy Harris <nanghar@gmail.com>
Sent: Tuesday, October 7, 2025 4:08 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: can you give me the individual contact info for planning commission members

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.

this is in regard to the project to build a new Ramay on the hill.

Thanks, Nancy Harris

Fyi and apologies that I just realized you were not included. The attachment more than the email appears to be the substance of the public comment.

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

jcurth@fayetteville-ar.gov

479.575.8308

Website l Facebook l Twitter l Youtube

-----Original Message-----

From: Mayor <Mayor@fayetteville-ar.gov>

Sent: Monday, September 22, 2025 1:10 PM

To: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Rutherford, Blake <blrutherford@fayetteville-ar.gov>; Ziegler, Gracie <gziegler@fayetteville-ar.gov>; Macedo, Keith <kmacedo@fayetteville-ar.gov>

Subject: FW: Letter RE Selected Site for Ramay Junior High

This was sent to me, council, planning commissioners, and Peter's team. I am simply making you aware.

I had not yet heard school security/student safety used as an argument against this site so that was a new one.

Mayor Molly Rawn

City of Fayetteville, Arkansas

Mayor@fayetteville-ar.gov

(479) 575-8330

-----Original Message-----

From: Dawn Fisher <dawn_fisher@fastmail.fm>

Sent: Sunday, September 21, 2025 5:28 PM

To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary

Compiled Public Comment
RZN-2025-0048

<mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; robert.stafford@fayetteville-ar.gov

Cc: Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>

Subject: Letter RE Selected Site for Ramay Junior High

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 evening,

I submit to members of the Planning Committee and to the Mayor and City Council Members, with a cc. to two Planning Committee staff members, regarding the proposed site for the Ramay Junior High School. Parts of this have been communicated to the Environmental Action Committee, and parts to the Fayetteville Public Schools Superintendent and Board members. (Three minutes doesn't seem to cover much when I'm before an august board for the first time in my life, and public speaking is not my strength.) However, I hope you will consider with some weight what I have given much of my thought to since I heard about FSB plans to build on this site and all the implications that followed as a result of my conversations and queries.

Since then, though my background in education gives me to understand the motivations of the school board, I really must express my concerns about this proposal and what I feel to be very real and LIKELY negative outcomes, should the school be built on the site as proposed.

I am not certain I have all e-mail addresses correct, but if any return as "undeliverable," I will try to deliver by alternate means (via hard copy directly to City Hall). Thank you in advance for your time and consideration.

With regards,

Dawn Fisher, 848 E. Peel St.

Fayetteville, AR 72703

--

Dawn Fisher

dawn_fisher@fastmail.fm

From: **Dawn Fisher**, 848 E. Peel St., Fayetteville, 72703

To: **Mayor** Molly Rawn

Compiled Public Comment
RZN-2025-0048

City Council Members: Robert Stafford, D'Andre Jones, Sarah Moore, Mike Wiederkehr, Scott Berna, Sarah Bunch, Teresa Turk, Monique Jones

City Planning Committee Members: Andrew Brink, Brad Payne, Fred Gulley, Mary Madden, Mary McGetrick, Matthew Cabe, Nick Castin, Nick Werner,

CC: Peter Nierengarten
Leif Olson

September 21, 2025

I have already communicated by letter (7.17.25) to the members of the Environmental Action Committee and to the Superintendent and members of the Fayetteville Public Schools in person (8.29.25) regarding FPS plans to build a junior high school on the hill between Township and Ash, to the east of College.

I write to you not as an expert, but as an observer, a reader, an inquisitive person who has an interest in promoting what is good for the community (children, residents, and taxpayers) of the city of Fayetteville and the FP School District, and admittedly taking the position that what is good for preserving the natural environment is good for humans who share the space, the air, the resources.

This is not the best site for a school, ***nor is a school the best use of this site***. This steep wooded hillside is NOT CURRENTLY ZONED for a school facility. It is also in the City's Hillside/Hilltop Overlay District, which protects fragile natural areas from development. Dr. Mulford has admitted that the location is ideal; the site is not. Wes Burgess, Crafton Tull representative, said he could "make it happen," that the facility CAN be built FOR A PREMIUM: Development costs are estimated to be three times that of building on flat land.

Also, Dr. Mulford initially estimated that the design could preserve up to 50% of the trees/coverage (but that 50% coverage assumed successful purchase of an additional parcel to the south); after further design work, Burgess assured the board that with creative design, "We will have to retain a minimum of 25% of that wooded area…we want to preserve as much wooded area as possible… ***so I think we'll be able to do that."*** *I have heard since that time more qualifying comments regarding that aspiration.*

This "Big Beautiful Building" in the woods is a conceptual idea, of opportunities, collaboration, a spectacular space…presented in renderings, projections, and promises. The renderings are actually very seductive. I wish it could be so. But wishing does not make it so.

The question has been asked, **"Can we build it?"** Probably.
The appropriate question here is: **"SHOULD we build it?"**
Should we build the thing if what we value most ***about that thing*** cannot be manifest?
…If we harm what we say we value*?* And if it comes at great cost AND great risk?
(This brings to my mind the lesson in ***The Gift of the Magi****.)*

What example of nature appreciation are we ***to our children*** when we cut down the trees and impose a 4-story structure and lines of traffic for access and egress to hundreds every day? It is counter-intuitive to talk about using multiple strategies to ***mitigate the damage*** done to the hillside and to prevent downhill flooding and erosion caused by this imposition…and when the base of the only in-and-out access for the public, and the traffic light/crosswalk…is in a floodway? (Not a flood zone, but a **FLOODWAY.)**

Wes Burgess, Crafton Tull representative plainly laid it out: It will cost a PREMIUM. He estimated that development will cost an estimated THREE TIMES that of developing flat land before the school is even built. Some experienced local builders and objective geologists with specialties in the soils and hydrogeology/geohydrology of the area suspect that this may be only a PORTION of the additional cost…(to the taxpayers, mind you).

Governmental entities have the power of the purse and tools of law to pursue public goals for the public good. As we have seen, our political culture has pressed into service laws to expedite specific goals not necessarily "of, by, and for the people," and even challenged some of those boundaries which are set into place to protect the public from the urgent impulses of those who might not have the same long-term view that their predecessors did when establishing safeguards.

So it is to be expected that these cultural changes translate into the public being in general more skittish and skeptical, and for it to scrutinize decisions that elected officials make. Though inconvenient, or a seeming nuisance, this can be a **good thing** in the decision-making process.

I would also gather that City and FPS council/boards and staff have close working relationships and history of cooperation and collaboration. I do hope that does not translate (in this case) into one overlooking violations or making accommodations that they wouldn't for other requests of equal merit. That, in truth, might translate into double-charging tax-payers for both additional cost of the school plus the ultimate cost of additional street and infrastructure improvements necessary to accommodate the building and maintenance of, and access to the school.

OTHER IMPORTANT FACTORS FOR YOUR CONSIDERATION:

Assaults on school children are becoming all too common. They happen not just INSIDE, but AROUND the school and grounds. We value our children and our neighborhoods. Safety is paramount. "One way in, one way out. Surrounded by woods." Ask any school safety specialist if this is a good combination. Years ago, when the Dalai Lama visited, an initial plan included lodging our honored guests in a peaceful inn in the woods very near the University of Arkansas campus. When the Special Agents of Diplomatic Security Service (DSS) of the State Department did their site visit to inspect arrangements, they nixed this plan immediately: **One way in, one way out, woods all around. An invitation to disaster.**

I am not saying that there will be stalkers in the woods targeting our children/students. But Superintendent Mulford is promoting this site as walkable and bike-able. **Is it? And is it safe**? Last month's UA assault and RazALERT was a hoax. But will the next assault be? With predictable accuracy, one knows when our children will be on established paths surrounded by woods. Can the school board provide that surround which is promoted as an asset for science exploration and appreciation of nature, and still provide the safe, accessible environment for those whose safety and well-being we so value? OR, after construction is complete, will it even still be the forest surround and habitat envisioned and marketed?

MANY other issues remain unresolved as the School Board goes ahead with its plans:

In this particular case, and with the selected parcels, the goals of infill and incorporating greenways in the city seem to be incompatible. Previous-mentioned concerns don't BEGIN to address the logistical challenges of evacuation in the event of severe weather or other emergency.

Nor does it address the hazardous alternate route sometimes suggested through the Ash/Walnut/Sycamore route/corridor. It would be an engineer's or bus-driver's nightmare, let alone a parent's on a slippery day…Dr. Mulford responded to the "what if" question that school would be called off on inclement weather days. But this hill is a different situation. The option I imagine the City resorting to is designate one of the now-quiet residential streets to serve as a collector and take a straight shot to the top of the hill from Old Wire. Has this been discussed as a back-up plan? The neighbors want to know in advance, not after-the-fact.

When asked about how the traffic lights on College will affect traffic at the Poplar intersection, Dr. Mulford simply replied something to the effect that "sometimes during the day better, sometimes not."

Many businesses along College below this site already suffer from the down-slope water and residuals after a rain event. In addition, several businesses are "adult" in nature. There are no prohibitions against their existence since they precede the building of the school, but if the school is built, it will affect their ability to sell their location to other similar businesses.

Certainly, infill where it makes sense. It doesn't make sense on this slope, with its ***geohydrology*** and the constraints of our **already imposed development.** Take a lesson from the cities around Seattle, Washington where builders in their hubris built on steep hillsides, only to see their structures buried by the super-saturated hillsides behind them; or losing deep footings as eroding land around them gave way.

Just as there is a human community, there is a forest community. When there is loss, the ***whole*** experiences that loss; we experience loss, whether it is of the forest itself, or of what it offers us: clean air, a climate buffer, a natural habitat for those who were here before us and who now struggle to survive because of our human-centric priorities. There is an intelligence in nature. We dominate and manipulate at our own peril. The trees, in THEIR Natural State, help make our burgeoning community not just livable, but outstanding.

I am not blind to the stated needs of FPS to establish and ensure completion of their in-progress "feeder pattern" of student cohorts, and to make it a fait-accompli. They have searched for options, found one they are invested in (with our tax dollars): land, development and architecture/design fees, contracts... This site seems to be the lynchpin, the hill not to be given up.

The truth is, school enrollments are NOT increasing (even though the City's population is). Changing demographics, private schools and home-schooling are taking some of the pressure off; there's no rush. I urge the City Planning Department, which I understand is short on engineers, to take ITS time to consider carefully the request from FPS to change the zoning and for the Planning Department and City Council to encourage them to seek other options.

I know that the EAC has offered to help with FSB efforts to consider other options, and there may be potential stakeholders interested in participating in a plan that could enable the school board to recoup some of their investment, should they reconsider other options.

I apologize for the length of this. It comes with my hope for a positive resolution, whatever that may be.

Respectfully yours,

Dawn Fisher

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Tuesday, April 29, 2025 7:35 AM
To: Carlo Bertani <carlo.bertani@maersk.com>; Nathan Walker <nathan-walker@outlook.com>; Bethany Douglas <bedouglas17@gmail.com>; James Parrish <jnparrish54@gmail.com>; foresterfox51@gmail.com <foresterfox51@gmail.com>; Scott, John <jscott@fayetteville-ar.gov>; Kate Shirley <shirleykatharine8@gmail.com>; Thomason, Willa <wthomason@fayetteville-ar.gov>; Tas Zinck (tas@biodesicstrategies.com) <tas@biodesicstrategies.com>; Hannah Ash <hannah.ashh@gmail.com>
Subject: Future Ramay Junior High school location

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.

Compiled Public Comment
RZN-2025-0048

Dear Members of the Fayetteville Urban Forestry Advisory Board,

I am writing to urgently bring to your attention a deeply troubling situation.

The Fayetteville School District is advancing plans to construct a new junior high school and football field atop one of our city's last undeveloped hillsides — an approximately 18-acre old-growth hardwood forest just east of College Avenue. Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).

Public funds have already been spent to purchase the land and commission architectural plans, even though this project would permanently destroy an irreplaceable urban forest. This forest has quietly served our community for generations — stabilizing the hillside, protecting our watershed, cooling and purifying the air, sheltering wildlife, and providing immeasurable beauty to Fayetteville.

At a time when our community and nation are investing heavily in climate resilience, it is unthinkable to pursue a project that echoes the destructive development practices of the past. It is 2025. We have better knowledge and better tools. We must uphold higher standards.

Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.

This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.

I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside. Our responsibility is not just to today's residents, but to future generations.

Thank you for your attention and service to our community. Let's help keep Fayetteville Shay by preserving our long existing hardwood forests, like this one, in tack.

Sincerely,
Andrea Fournet
Fayetteville Resident and Business Owner

Andrea Fournet, C-IAYT

CEO/Founder-AYC

Arkansas Yoga and Therapy Center

Good morning, Andrea,

Compiled Public Comment
RZN-2025-0048

I appreciate you reaching out to express your concerns about this project, and I will do my best to address them. However, I would recommend that you reach out to the Planning Commission and City Council representatives as they will ultimately be the ones to vote on this development.

- **Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).**

As of now, this project has not been submitted to the City for formal review. When the applicant submits plans for this project, it will be processed as a large-scale development and will be reviewed by planning, urban forestry, engineering, building safety, fire, and any other applicable departments to ensure the plans adhere to our City's municipal code. This review will include assessment of the plans adherence to zoning regulations, hillside and drainage protections, traffic considerations, and appropriate locations of ingress/egress.

- **Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.**

Because this project will be processed as a large-scale development, review comments and staff determinations will be heard at Tech Plat, a public meeting with the applicant, and at Planning Commission, a public hearing. This process ensures public transparency throughout the development of the project. If staff determine that any aspect of the plans do not comply with City ordinances, the project will be tabled until changes are made to bring the plans into compliance.

- **This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.**

This parcel is zoned RSF-4 which, per §167.04(C) Table 1, requires 25% minimum canopy preservation. Because the parcel is in the Hillside/Hilltop Overlay District (HHOD), the percent minimum canopy requirement must be increased by 5% to a total requirement of 30%. This is the maximum percent minimum canopy requirement outlined in UDC §167. Additionally, land located within the HHOD is subject to additional grading and erosion control requirements administrated by engineering.

- **I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside.**

While the Urban Forestry Advisory Board may issue opinions on development projects, the administration of Code is the responsibility of staff, and final decisions are made by Planning commissioners and City Council members. Again, I recommend that you voice your concerns to the Planning Commission , City Council, and the Mayor, as well as UFAB and staff.

Please let me know if you have any questions or want to discuss this further.

Thanks!

Willa

Compiled Public Comment
RZN-2025-0048

Willa Thomason, M.S.
Urban Forester

Development Services
City of Fayetteville, Arkansas
(479) 444-3486

Website | Facebook | Twitter | Instagram | YouTube

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, October 27, 2025 3:36 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Photos for my 3 minute talk at Planning Commission 10/27/25

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you so much!

Just as long they all get shown

Andrea Fournet, C-IAYT
CEO/Founder - AYC
Arkansas Yoga and Therapy Center, Inc.

On Mon, Oct 27, 2025 at 3:30 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Andrea,

I will have them shown, but I cannot guarantee that they will be timed up as you specified below. Thank you!

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Compiled Public Comment
RZN-2025-0048

Website | Facebook | Twitter | Instagram | YouTube

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, October 27, 2025 2:36 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Photos for my 3 minute talk at Planning Commission 10/27/25

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.

So how will they get shown?

Andrea Fournet, C-IAYT
CEO/Founder - AYC
Arkansas Yoga and Therapy Center, Inc.

On Mon, Oct 27, 2025 at 2:33 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Andrea,

I will have the photos available; I just don't have the opportunity to create a timed slideshow today.

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: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, October 27, 2025 1:12 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Photos for my 3 minute talk at Planning Commission 10/27/25

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for letting me know. I will have to pass on showing my photos as I don't have time before tonight's meeting. Wish I had known before the weekend.

Media services will do this for me for the City Council meeting.

Best,

Andrea

ARKANSAS YOGA & THERAPY CENTER

ANDREA FOURNET, C-IAYT
CEO/Founder

479-521-9642
yogalady@aryoga.com
1949 N Green Acres Rd,
Fayetteville, AR 72703
www.aryoga.com

On Mon, Oct 27, 2025 at 12:39 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Andrea –

I unfortunately do not have the capacity to create a powerpoint presentation for you, but I am happy to share one. If you could please create a powerpoint presentation or otherwise that compiles all of these I am happy to share it.

Many thanks,

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

Compiled Public Comment
RZN-2025-0048

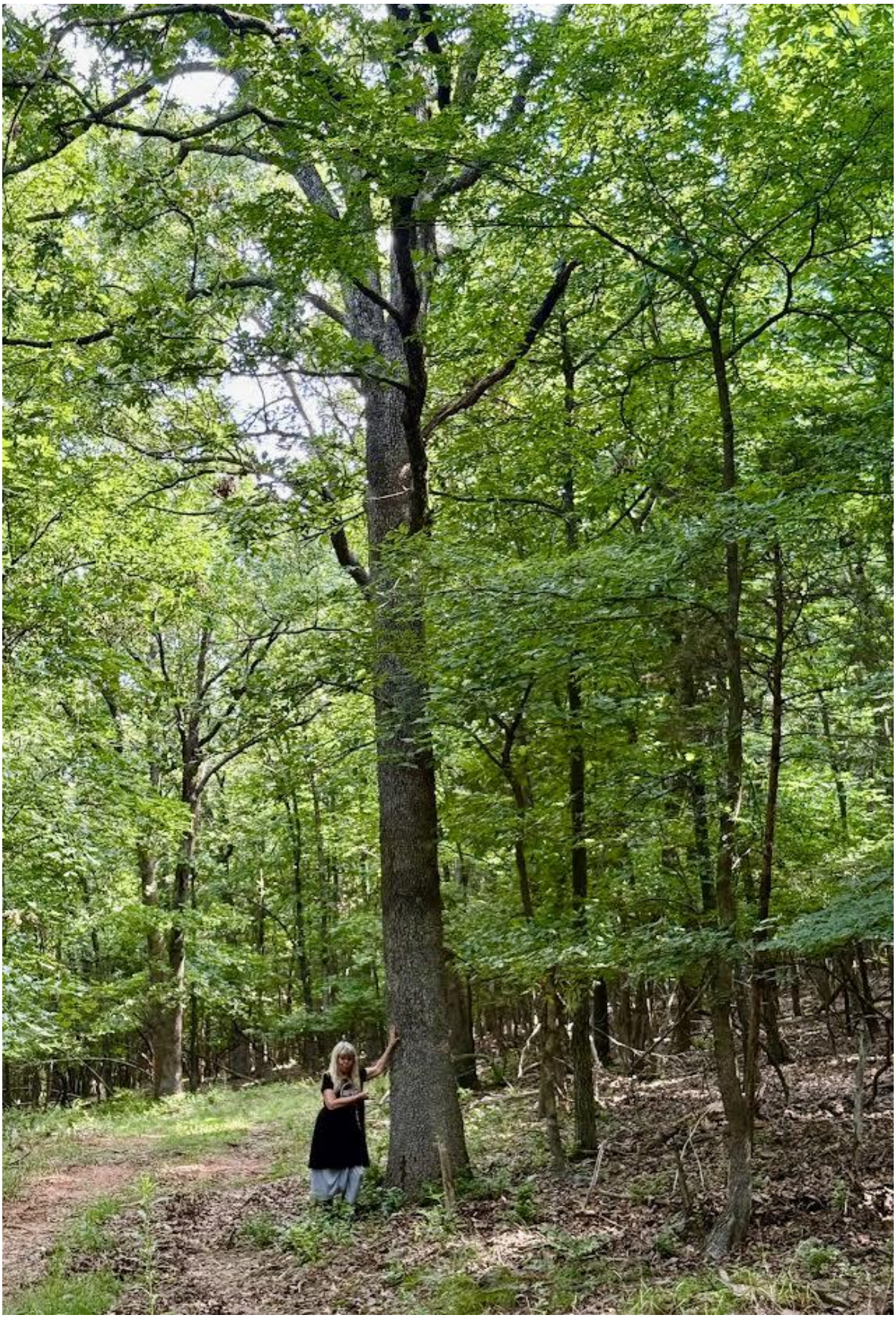
From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, October 27, 2025 12:36 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Fwd: Photos for my 3 minute talk at Planning Commission 10/27/25

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.

Sending the 8 photos again

Compiled Public Comment
RZN-2025-0048

Compiled Public Comment
RZN-2025-0048



Compiled Public Comment
RZN-2025-0048

Compiled Public Comment
RZN-2025-0048

Bland, Justin

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, September 22, 2025 4:32 PM
To: Brown, Chris; Bland, Justin; Moore, Sarah; Wiederkehr, Mike
Subject: Traffic study for proposed Ramay Junior High site

Follow Up Flag: Follow up
Flag Status: Completed

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 Chris and Justin,

Could the City conduct its own traffic safety study for the proposed Ramay Junior High site off College Avenue? The City has done so before—such as for the Zion Road project—when line-of-sight and turning safety were in question. This site raises even greater concerns: students crossing five lanes of traffic, and two left-hand turns off College on to Poplar from both directions. Left turns across multiple lanes are among the most dangerous traffic movements for pedestrians, bikes, scooters, wheelchairs, and cars and relying solely on the school district's consultants may risk overlooking that.

Many recent developments on major arterials avoid this hazard by allowing only right-in/right-out access. Will the City require similar protections here?

And how will the College Avenue entrance be made ADA accessible for students walking or using a wheelchair from neighborhoods west of the site?

Will the continuation of Poplar be a city maintained road or private maintained by our public school system?

Thank you for your time concerning this project.

Best regards,
Andrea

The Fayetteville Youth Advisory Council writes to formally recommend against the rezoning of parcel #765-13438-000, which is currently owned by the Fayetteville Public School District. After discussion and careful consideration, the YAC voted 8-0 on May 29, 2025 in favor of forwarding this letter to the City Council and the Planning Commission. The YAC determines that this land is unsuitable for development, and urges the City Council to consider the following:

1. The soil on this land is key in controlling water flow, disrupting and compacting it during construction increases the likelihood of floods onto N. College Ave. and the businesses below parcel #765-13438-000.
2. The accessibility to the school in proposed plans is highly limited, with one official road, and one 'emergency' road. The official road stems off of N. College, and the traffic congestion due to the proposed school and the revamped middle school (formally Woodland Jr. High) would greatly increase. In the situation of bad weather or emergency, getting in and out of the school would be difficult, and a potential danger to the students.
3. Parcel #765-13438-000 is a densely forested slope, any construction would be difficult and destructive of its ecological systems. As one of few areas of dense, native vegetation and wildlife left in Fayetteville, the YAC deems it important to protect the nature of this land as much as possible.

Furthermore, the Fayetteville Youth Advisory Council urges the Fayetteville Public School District to utilize this land for alternative, non-destructive stewardship and educational opportunities. The YAC also encourages the FPS District to pursue the purchase and development of underutilized land, such as unused parking lots, for the building of the new Ramey school.

This decision will affect hundreds of Fayetteville's youth, and the YAC feels a deep responsibility to advocate for the safest and most sustainable route in regards to the development of the new schools. We respectfully ask the FPS to consider alternative locations that would better meet the schools goals of safety and would cause minimal harm to the ecosystems and environment surrounding it.

We appreciate the work of the City Council and Planning Commission and thank you for your attention to our concerns. The YAC welcomes the opportunity to discuss this further as decisions are made, and remains committed to finding solutions that best reflect the interests of Fayetteville's Youth.

To: Fayetteville Planning Commission

CC: Fayetteville Mayor Rawn, Fayetteville City Council

Subject: Rezoning Case RZN-2025-0048

My name is Jeff Pummill and I'd like to enter comments into record regarding the Rezoning Case RZN-2025-0048, requesting rezoning of the property located on N. Marks Mill Ln from RSF-4 and UC to P-1.

First, while I am the Chair of the city's Environmental Action Committee, I need to make it clear that the following comments are mine as a citizen of Fayetteville and not related to my participation in EAC. In fact, I abstained from signing the EAC letter regarding this matter...not because their focused assessment was invalid (it's accurate given their scope of interest afforded by their mission statement), but rather because this situation has a LOT more "moving parts" than a simple thumbs up – thumbs down vote can capture!

I'm not suggesting FPS handled things appropriately in this situation...far from it given the recent parking deck saga that caused so much angst in the community. One would've assumed that FPS would've taken away some "lessons learned" on that one and been more inclusive in their search for a suitable site for the Jr High in question. Such a development is critical to the future of the city and a unified approach should've been explored to ensure "fit and function" with Fayetteville's explosive growth and 2040 roadmap. Yet, here we are once again. On the positive side, while the proposed site is a terrible location for ANY sort of development, I certainly give credit to FPS for doing an outstanding job of hiring architectural firms that specialize in environmental awareness and climate sensitivity! If one were to develop the site as FPS is planning to do, then you'd be hard pressed to do a better job of architecting a more thorough and environmentally conscious plan. With that, I'm sure you all will agree when you are presented with the detailed presentation that's been making the rounds (I've seen it twice myself).

I believe even FPS agrees that the proposed site is a stretch when it comes to development. The EAC letter accurately describes in their bulleted points all of the concerns of developing ANY infrastructure there….it's not just the Jr High that isn't a suitable fit for the space. Housing would be equally unsuitable, and possibly more so as once owners purchase a home, they have great latitude in what they can do with their lot. At least the school could probably be held to a higher standard of maintaining certain environmental attributes that best reflect the direction of the city's Climate Action Plan for example. In addition, FPS has recently added a Sustainability Director and there are ongoing discussions about using these new developments to teach students about the environment, sustainability, etc. There may even be opportunities to partner with FPS to carve off and re-designate small plots of these larger parcels with the new CCR zoning which is designed to preserve green spaces in perpetuity within the city! The design even incorporates a "loop" around the school for cars to stage for pickup/drop-off thus avoiding a situation where they shut down a lane of N College!

Long story short here...ideally, I too would prefer that the property in question be preserved in its pristine state and protected by a zoning like the new CCR option! But we have to face the stark reality that to do so would require another entity to purchase the property from FPS, AND be willing to request such a zoning. While there is talk of a 501c3 and other ventures, I have yet to see a briefcase with $3-4 million dollars contained within. And what if it were to happen?!? We're still left with the original dilemma of where to expand our public schools! Fayetteville is currently at a population of around 106,000 people and projection for 2050 is 170,000. Some of us that have debated future growth suspect the 2050 number is short by about 80,000 people due to things like cost of real estate elsewhere, climate driven events making it impossible to insure property, etc. This all said, even the current plan for the two new Jr High's plus the conversion of one of the old Jr High sites to a magnet school will still likely leave us short of capacity for the future.

Summary:

- Is the proposed site unsatisfactory due to a plethora of environmental concerns: YES!
- Is it likely that the site is strategically the best from a distribution perspective: YES!
- Will refusal by P.C and C.C. to allow the build be legally challenged: YES!

To be successful, this whole thing needs the blessings and commitment of many entities. Should this come to fruition, it will require MANY departments for it to function effectively. There should be ironclad assurances all around to ensure that everyone is committed to the best outcomes for the future of Fayetteville.

Jeff Pummill

Ward 3

To: Fayetteville Planning Commission
CC: Fayetteville Mayor Rawn, Fayetteville City Council
Subject: RZN 2025-0048

Pursuant to our mission, the Environmental Action Committee (EAC) is submitting this letter to the Planning Commission to voice our concern about the Rezoning Case RZN-2025-0048, requesting rezoning of the property located on N. Marks Mill Ln from RSF-4 and UC to P-1.

The EAC was created in September 1995 “to address environmental concerns, promote a safe and healthy environment, and maintain the natural beauty of the environment within the City.” To this end, committee members have made a commitment to diligently “research and recommend climate mitigation strategies that the community can implement to reduce greenhouse gas emissions and minimize the negative consequences of climate change” in Fayetteville. The Climate Action Plan recently approved by the City outlines our recommendations for the future.

With this in mind, we are appealing to the Planning Commission to reject rezoning of the property of land identified by the School District for building a new Ramay Junior High School east of College Avenue. The EAC has come to the conclusion that constructing the school on this site would be in opposition to the City’s stated environmental goals.

The site, which lies within the Hilltop-Hillside Overlay District, is densely forested with steep slopes and presents significant geologic and ecological challenges. Committee concerns, based on EAC research, discussions with geologic and environmental professionals, and input from community members, include:

- Loss of an almost complete, undisturbed forest in a central location instrumental to the City achieving its goal of climate resilience.
- Loss of historic urban forest acreage instrumental to carbon sequestration which would take decades to replace.
- Damage to an existing biodiverse ecosystem caused by removal of the forest canopy.
- Impacts of disturbing soils composed of Fayetteville Shale and expansive clays that are prone to instability, especially on an 18% hillside slope, would pose risks to the hillside’s structural integrity, underground utilities, and slope stability.
- Probability that disturbance of this currently stable hillside and its vegetative cover will magnify the potential for increased stormwater runoff, erosion, and drainage complications along College Avenue.
- Unassessed springs and seeps on the site which are likely to magnify the impact of disturbance.

Although it is regrettable that the School District invested in this site prematurely, before the Zoning Commission had the opportunity to consider all the aspects of rezoning request, the EAC stands steadfast in its conclusion that building on the site would present seriously negative environmental and geological impacts.

Glenda Patterson – EAC Vice Chair
Darlington Imhanzuaria
Stacey Buff
Thomas Deere
Margaret Britain
Vicki Spencer
Alexander Mauroner

Teresa Turk – City Council Liason

Additional Information Received

Date Received: MM/DD/YYYY	12/01/2025
Time: 00:00 (AM/PM)	3:42 PM
From: Name & Title	Robert Rhoads, Attorney with Hall Estill
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	12/02/2025
Civic Clerk Number: Ex. 2025-994	2025-2270
Forwarded to City Attorney's Office and Department Head	City Attorney's Office and Department Head were included in correspondence.

FAYETTEVILLE PUBLIC SCHOOLS

December 1, 2025

Mayor Molly Rawn
City Council
City of Fayetteville

RE: RZN-2025-0048 Ramay Junior High

Dear Mayor and Council:

I write this letter to respond to some of the things that were brought up at the last council meeting and since that meeting.

In order to forgo another long presentation tomorrow evening, I thought it might be a better use of everyone's time to send this letter. At tomorrow night's Council meeting I'll indicate that we do not have another presentation and quickly introduce members of our design team to answer any of your questions that I cannot answer. I also have encouraged all the people that got up and spoke on our behalf to not repeat what they said two weeks ago but instead show their support in mass. Many others have reached out to us who did not speak last meeting, and they still may want to voice their support.

We're also asking that this not be tabled but be voted on at this meeting, and in support of that request I'm sending you our timetable from Crafton Tull, which indicates that waiting another 2 or 4 weeks could impact our building schedule and delay any August 2028 opening. I will also tell you we have not received any bona fide offer to buy our property, but even if we do, it is not for sale because of limited land options in this feeder pattern and the short timetable previously discussed.

I've also attached a short report from our engineering firm, GTS, where they tell you that the site has already been examined, and this site is perfectly suitable. The second round of bore testing is only meant to determine what type of foundations to construct and to guide that design.

Further included is a traffic report from TEC, Inc. which again tells you that the way we have designed this, traffic will not be detrimental to the City. The school can operate efficiently and safely with only one ingress and egress from College Ave. as we have designed the areas around the school to include multiple car queuing lanes. But if the City does allow us to make use

of Ash, then we believe that will even make the traffic flow even better and can be engineered safely.

Lastly, I also note that the Chief of Police has provided you all an accident report and our traffic experts agree with the City staff that traffic will not be significantly worse with an additional school in this location. We will work with the city on any needed street improvements.

With all of the above in mind and based on your staffs' finding of present and future compatibility, I would ask that you vote for this rezoning and if you have any questions, you can certainly call me. Otherwise, I'll be there Tuesday to respond to any questions you have.

Sincerely,

Dr. John Mulford
Superintendent

CC: Fayetteville City Clerk

Jonathan Curth

Kit Williams

Media

Robert K. Rhoads

From: Robert K. Rhoads
Sent: Monday, December 1, 2025 12:09 PM
To: Robert K. Rhoads
Subject: RE: Ramay Construction approval timeline

From: Wes Burgess <Wes.Burgess@craftontull.com>
Sent: Tuesday, November 25, 2025 8:14 AM
To: Trent Woessner <Trent.Woessner@craftontull.com>; Robert K. Rhoads <rrhoads@hallestill.com>
Cc: Kelly Freeman <kfreeman@connect-advisors.com>; John Mulford <john.mulford@fayar.net>; Connor Threet <Connor.Threet@craftontull.com>; Nathan Becknell <nbecknell@tecusa.com>; alan.wilbourn@fayar.net
Subject: Ramay Construction approval timeline

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Here is the current timeline for Ramay based on required City approvals:

11/18/25 First CC Meeting
12/02/25 Second City Council meeting for rezone (assume approved at this meeting)
12/17/25 First LSD Resubmittal
12/31/25 Tech Plat (assume 1 more tabling to address remaining comments)
1/14/26 2nd Tech Plat (forwarded to PC)
2/9/26 1ST PC meeting for LSD (assume tabled)
2/23/26 2nd PC meeting for LSD (assume approved)
3/2/26 Apply for Grading Permit
4/15/26 Grading Permit Conditional Approval Letter Received
5/1/26 Issued Grading Permit (begin construction)
7/1/28 Construction Complete, ready for School Move in (26 month construction timeline)

It will be critical to meet the timeline above in order to open the school in 2028. Clark initially had 28 months for construction, so we are already 2 months behind, which will need to be made up along the way. If we can manage not to be tabled at Tech Plat and Planning Commission that will gain back a much needed month.

The bottom line is that we really need City Council to vote for the Rezone on 12-2.

Thanks!

Wes Burgess, AIA, LEED AP
Vice President | Architecture

Crafton Tull

EMPLOYEE OWNED

Office: 479-636-4838 | Direct: 479-878-2452
1450 E. Zion Road, Suite 9

1911 North Shiloh Drive
Fayetteville, Arkansas 72704
Office: (479) 521-7645
www.gtsconsulting.net

Licensed:
Arkansas • Arizona • Kansas • Kentucky
Louisiana • Missouri • New Mexico
Ohio • Oklahoma • Texas

GTS, Inc.
Geotechnical & Testing Services

November 25, 2025

Fayetteville Public Schools
1000 West Bulldog Boulevard
Fayetteville, Arkansas 72701

c/o: Mr. Wes Burgess, AIA LEED AP (Crafton Tull)

RE: City Council Concerns
Proposed New School Development
North Marks Mill Lane, Fayetteville, Arkansas

Mr. Burgess,

Per your request, the purpose of this letter to address concerns raised during the November 18, 2025 Fayetteville City Council meeting regarding a rezoning of the property located between Marks Mill Lane and E Ash St which is being considered for development of Ramey Junior High School. The specific concerns addressed in this letter are:

1. Anticipated suitability of soils on this property.
2. Comparison of the school development to residential foundation problems.
3. Timeline for completion of GTS's current supplemental report.

The information and opinion presented in this letter are derived from borings performed in 2014 under GTS Project No. 14-15175 to prepare preliminary geotechnical engineering recommendations for general development of foundations, floor slabs, and mass grading/subgrade preparation for a planned new subdivision. That document is referenced below:

- **A 39 pages report titled "Geotechnical Engineering Report – Residential Structures, Sanitary Sewer Route", dated October 23, 2014, and prepared by GTS, Inc. under GTS Project No. 14-15175.** Specifically, this report provides the results of the subsurface exploration, laboratory testing and Geotechnical engineering analysis performed for the previously planned new Marks Mill Lane Extension.

Suitability of Soils

Based on the subsurface conditions encountered in the 2014 soil borings, the native soils are suitable for supporting typical foundation loads associated with school construction.

Shallow foundations should bear on native, stiff to very stiff clay soils, medium dense to dense sand or gravel-based soils (Stratum II), and/or tested and approved, new select fill bearing on the described native soils. Additionally, deep foundations bearing in native shale may be an alternative depending on actual loads provided during the final design process.

GTS, Inc.
Geotechnical & Testing Services

Current Residential Foundation and Groundwater Issues

During the council meeting on November 18, several residents that live within close proximity of the proposed development reported foundation movement and groundwater issues affecting their homes. Slopes, fat clays, and groundwater are all issues present on this site. These conditions are common throughout areas in Fayetteville and do not preclude development. A key distinction must be made between residential construction practices and those used for public or commercial development. In our experience, most residential construction, especially older residential developments, does not involve comprehensive geotechnical, civil, or structural engineering design. As a result, common issues such as expansive clays, slope movement/instability, or groundwater are not adequately addressed.

Timeline for Completion of Current Geotechnical Investigation

GTS is scheduled to be on site to begin our field exploration between November 26th and December 3rd. We have budgeted for 2 ½ weeks of field exploration. Approximately 3 weeks after the field exploration is complete, we will issue the final Geotechincal Report. Barring any lost days due to weather or Holidays, we plan on having a completed Geotechnical Engineering Report by the first week of January 2026.

Sincerely,

GTS, Inc.
Geotechnical & Testing Services

David Berry, P.E.
President/Principal Engineer

SUMMARY

November 24, 2025

SUBJECT: Ramay Junior High School
Traffic Impact Analysis

LOCATION: East of the intersection of College Avenue and Poplar Street
Fayetteville, Arkansas

SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed junior high school in Fayetteville, Arkansas. A report was completed on February 19, 2025 prior to a southern expansion of the site. An exclusive access to the site was proposed at the intersection of College Avenue and Poplar Street. The analysis concluded that signalization of the intersection is currently necessary and will continue to be necessary upon completion of the school. The single intersection would be expected to operate at acceptable levels-of-service.

A second preliminary traffic impact analysis was conducted on October 27, 2025 for an additional site access to Ash Street. The preliminary results concluded that a drive on Ash Street would be expected to operate at acceptable levels-of-service with either option of all-way stop or drive only stop. Signalization of the intersection of College Avenue and Poplar Street is still currently necessary and continues to be necessary with the additional access to Ash Street.

A third complete report is currently underway to revise the preliminary report. The preliminary calculations and recommendations are considered conservatively high in trips generated, particularly on Ash Street, and final recommendations are likely to stay the same or potentially reduce in magnitude.

The proposed site plan for the school includes sufficient storage for estimated dismissal queuing. The location of the proposed drive to Ash Street on the western side of the site is not predicted to conflict with dismissal queuing.

Current calculations indicate signalization of the intersection of College Avenue and Poplar Street is necessary regardless of an additional access to Ash Street. Also, site access to Ash Street improves capacity calculations overall but is not necessary for acceptable capacity function of traffic at the site.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2485

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Scott Berna, City Council Member - Ward 3 Position 1

SUBJECT: **Short-Term Rental Ordinance**

RECOMMENDATION:
The Fayetteville Ordinance Review Committee recommends approval of the proposed ordinance to repeal Ordinances 6427, 6710, 6820, 6888, and 6936 and enact the replacement ordinance to legalize the operation of short-term rentals pursuant to reasonable regulations.

BACKGROUND:
On April 20, 2021, the City Council passed Ordinance 6427, which temporarily legalized short-term rentals if and when operated in conformity with the City of Fayetteville's regulations. Ordinance 6427 contained a Sunset Clause repealing and making void the regulations and legalization of short-term rentals twenty (20) months after passage unless extended by a subsequent Sunset Clause enacted prior to expiration. Five subsequent Ordinances extended the Sunset Clause while changes were considered and enacted to the temporary regulations. The current Sunset Clause extends until December 30, 2025.

The Ordinance Review Committee, comprised of four City Council Members, has been active over the previous years in identifying and recommending changes to the Fayetteville short-term rental regulations. The Committee has met several times in the last year alone to consider amendments to the City of Fayetteville's short-term rental regulations. At its meeting on November 19, 2025, the Ordinance Review Committee unanimously voted to forward the Committee's proposed changes to the short-term rental regulations to the full City Council with recommendation of approval.

DISCUSSION:
Please see Jonathan Curth's Memorandum.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Jonathan Curth Memorandum, 4. Exhibit A - 118.01 Applicability, 5. Exhibit B - 118.05 Penalty Provision, 6. Exhibit C - Chapter 151 Definitions, 7. Exhibit D - Chapter 161 Zoning Regulations, 8. Exhibit E - 162.01 Establishment Listing , 9. Exhibit F - 163.18 Type 2 Short-Term Rentals in Residential Zoning Districts, 10. Exhibit G - 164.26 Type 1 Short-Term Rentals Citywide and Type 2 Short-Term Rentals in Non-Residential and Mixed Use Zoning Districts, 11. Exhibit H - STR , 12. Agenda Request Form (signed)

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

File #: 2025-2485

AN ORDINANCE TO REPEAL ORDINANCES 6427, 6625, 6710, 6820, 6888, AND 6936 AND TO ENACT THIS REPLACEMENT ORDINANCE TO LEGALIZE THE OPERATION OF SHORT-TERM RENTALS PURSUANT TO REASONABLE REGULATIONS

WHEREAS, short-term rentals had not been legal to operate in Fayetteville until the City Council passed Ordinance 6427 on April 20, 2021, which temporarily made short-term rentals legal if and when in conformity with the reasonable regulations; and

WHEREAS, Ordinance 6427 contained a Sunset Clause repealing and making void such legalization and all regulation 20 months after its passage unless extended by subsequent ordinance prior to Sunset Clause's activation date; and

WHEREAS, Ordinance 6625 (December 6, 2022); Ordinance 6710 (November 21, 2023), Ordinance 6820 (December 4, 2024), Ordinance 6888 (June 17, 2025), and Ordinance 6936 (November 18, 2025) all extended the temporary legalization and regulations of short-term rentals by amending the Sunset Clause until December 30, 2025; and

WHEREAS, the City Council has determined it should allow up to 475 Short-term rentals, Type 2 to operate within residentially zoned districts and other mixed-use/commercial zones in which hotels are not permitted as of right in Fayetteville, but also should require conditional use permits for these short-term rentals so that the Planning Commission can ensure compatibility with nearby residential neighborhoods and restrictions against high density and concentration of Short-term rentals which could damage neighborhood character and compatibility; and

WHEREAS, our citizens' peace, health, and safety require reasonable limitations on and regulations of Short-term rentals allowed in residential and mixed-use districts; and

WHEREAS, the City Council has worked for over four years to clarify and improve the short-term rental definitions and regulations and now will enact this new ordinance permanently legalizing and regulating short-term rentals with no sunset clause.

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 Ordinances 6427, 6625, 6710, 6820, 6888, and 6936 including their sunset clauses.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §118.01 of the

Fayetteville Code and enacts a replacement §118.01 ***Applicability*** as shown on Exhibit A incorporated herein and make a part hereof.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 118.05 ***City Service Termination*** of the *Fayetteville Code* and enacts a replacement § 118.05 as shown on Exhibit B incorporated herein and make a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 151 **Definitions** by repealing and replacing the definitions of "Short-term rental," "Short-term rental, Type 1" and "Short-term rental, Type 2" with the definitions shown on Exhibit C incorporated herein and made a part hereof, and re-enacting all the other original definitions as also shown in Exhibit C.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby repeals all of Chapter 161, **Zoning Regulations** and enacts a replacement Chapter 161, **Zoning Regulations** as shown on Exhibit D incorporated herein and made a part hereof.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 162.01 **Establish/Listing**'s table of use units through unit 46 Short-term rentals and subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rental*; and enacts a replacement § 162.01 **Establish/Listing**'s table of use units and replacements subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rentals* as shown on Exhibit E attached hereto and made a part hereof.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 163.18 and enacts a replacement § 163.18 as shown on Exhibit F incorporated herein and made a part hereof.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.26 and enacts a replacement § 164.26 as show on Exhibit G incorporated hereto and made a part hereof.

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby prohibits any owner or manager of a short-term rental from entering into or advertising any new short-term rental agreement or reservation contrary to the terms of these new regulations, but protects existing contractual rights and obligations of short-term rental owners/managers as shown on Exhibit H incorporated herein and made a part hereof.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because allowing the City's Short-term Rental regulations to expire through its Sunset Clause without enacting replacement Short-term Rental authorization and regulation code provisions will likely lead to unregulated and illegal operation of Short-term Rentals not subject to the City's life safety standards and insurance requirements. Enacting the new Short-term Rental code will legalize and regulate the existing permitted and inspected Short-term Rentals necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

TO: Mayor & City Council
Keith Macedo, Chief of Staff

FROM: Jonathan Curth, Development Services Director

DATE: November 20, 2025

SUBJECT: Short-term Rental Ordinance and Sunset Amendments

Background
At the September 23, 2025 Ordinance Review Committee meeting, staff, representatives of the Legal Department, and attending councilmembers reviewed and offered input on potential standards for facilitating compliance and reducing the concentration of Type 2 short-term rentals (STRs) in a given area. With consensus on these items reached (see summary below), the draft ordinance was forwarded to the City Attorney for review, where additional amendments were developed. With these additional proposals, the Committee found it appropriate to reconvene and consider the full extent of the ordinance. Due to the STR ordinance's November 30, 2025 sunset clause approaching, wherein the standards would be automatically repealed, an item was brought to the City Council on November 18, 2025 extending the sunset to December 30, 2025.

Discussion
The attached, proposed ordinance amendments include five general categories, including:

- **Occupancy**: The occupancy allowance for STRs is being brought more in-line with conventional housing
    - Where single- and multi-family housing in Fayetteville allow up to three and four unrelated individuals per unit respectively, STRs currently allow two per bedroom plus an additional two
    - **Proposed Change**: Remove the "additional two" allowance

- **Enforcement**: Escalating penalties are proposed, including increasingly length service terminations
    - Current ordinance allows staff to terminate city services to a property that is operated as an unlicensed Type-2 short-term rental
    - **Proposed Change**: Service shut-off will occurs for one month after the initial violation and may increase to a six month period after multiple violations
    - **Proposed Change**: Three violations within a twelve-month period can remove the property from short-term rental licensing for two years

- **Frequency/concentration**: How and where Type 2 STRs are licensed is being standardized to reduce the number found in a given area.
    - Staff and the Planning Commission utilize a broad standard evaluating the "frequency or concentration of nearby licensed Type 2 short-term rentals" that is not specific or objective
    - **Proposed Change**: Prohibit Type 2 STRs within 100 feet of a property used as a Type 2 STR
    - **Proposed Change**: Limit the number of single-family units used as Type 2 STRs to 4% of the total single-family units within a 500-foot radius
- **Sunset**: Several sections of ordinance are proposed for removal that reference a sunset
- **Legal**: Multiple text edits are proposed addressing recent concerns from local, state, and national legal decisions

Attachments:

- Exhibits A-C & E-G

EXHIBIT A

118.01 Applicability

(A) *General Businesses.*

(1) All businesses, institutions, corporations, LLCs, LLPs, partnerships, non-profit associations or corporations, sole proprietorships or other non-governmental entities with a physical address or which operates either a legally permitted home occupation or a short-term rental within the Fayetteville city limits shall be required to file for the City of Fayetteville Business Registry and License. A covered business or entity with multiple physical addresses in Fayetteville must obtain a separate business license for each such business address.

(2) In addition, any person or non-governmental entity who has or should have a sales tax permit and operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.

(3) In addition, any person or non-governmental entity who is engaged in any trade or occupation which requires federal or state licenses and who operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.

(B) *Religious Entities.* Churches and other religious institutions are exempt from this chapter unless they are performing functions like daycare that must be licensed by the state or that generate revenue upon which state sales or use taxes must be paid. The city business license shall not be required for the religious entity but only for those functions that require a state license or upon which state sales or use taxes must be paid.

(C) *Minors Exempt.* No individual under eighteen (18) years of age shall be required to register or obtain a business license. Minors are prohibited from leasing, advertising, managing or any other activity involved in STRs unless they are an emancipated minor.

(D) *Individual Landlords Renting Less Than Three (3) Dwelling Units Exempt.* An individual landlord, not operating as a corporation, LLC, LLP, or other business entity, who rents out less than three (3) dwelling units, and no commercial, industrial, or institutional unit, site or building shall be exempt from this chapter. However, a landlord that operates a short-term residential rental shall not be exempt and must apply for and obtain a business license for each individual short-term rental.

(E) *Short-Term Rentals.* A ~~residential~~commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty (30) consecutive days.

(1) *Short-Term Rental, Type 1.* A short-term rental is where the owner or long-term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full-time residence for at least nine (9) months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 short-term rental shall provide a copy of the property's Homestead Tax Credit, long-term lease agreement or other comparable evidence of long-term residency to the city to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type I to ensure no adverse effects or problems are inflicted upon residential neighbors.

(2) *Short-Term Rental, Type 2.* If a desired short-term rental does not qualify as a short-term rental, Type 1, a property owner may seek to be approved as a short-term rental, Type

2. A new short-term rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of §163.18 and in non-residential and mixed-use zoning districts pursuant to §164.26. All short-term rentals, Type 2 must also comply with requirements of §118.01(E).

(3) *Business License Required.* No dwelling unit in the city shall be used as a short-term rental unless:
   (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
   (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
   (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.

~~(4)~~ (4) *Separate Business License required for each Short-term Rental.* A separate business license shall be required for each dwelling unit used as a short-term rental.

(5) *Change of Ownership.* Any change in ownership requires a new or amended business license.

~~(6)~~ (6) *Contact Information Must be Updated.* If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.

(7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:
   (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
   (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
   (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
   (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
   (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
   (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
   (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.

(8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).

(9) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:
   (a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.

(b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.

(c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.

(10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate compliance with this section. For the purposes of these regulations, "availability" means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

(11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the city upon request~~.~~ of the Chief Finance Officer of the City of Fayetteville for audit or HMR tax collections.

(12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.

(13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.

(14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.

(15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).

(16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of four hundred seventy-five (475) dwelling units may be Type 2 rentals. A conditional use permit may not permit:

(a) More Type 2 short-term rentals than what is allowed by the city-wide density cap.

(b) *Detached single-family*:

(i) More than ~~10% or a single unit whichever is greater;~~4% of the total number of detached single-family dwelling units ~~as Type 2 rentals~~ within ~~a multi~~500 feet of the outside boundaries of a detached single-family dwelling ~~complex.~~proposed as a Type 2 short-term rental.

(ii) A property with a detached single-family dwelling proposed to be used as a Type 2 short-term rental within 100 feet of a property developed with a detached single-family dwelling licensed as a Type 2 short-term rental.

(c) ~~Individual~~ 2-, 3~~-~~, and 4-family ~~buildings~~: Buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.

~~(d~~(d) *Multi-family*: More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.

(e) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.

(17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.

(18) Short-term rentals must comply with the Unified Development Code including the regulations contained in §163.18 and §164.26 and must successfully obtain a business license prior to operation.

EXHIBIT B

118.05 Penalty

(A) *Fines.* No business or other entity who is required by this chapter to obtain a business license shall operate without having and displaying at the business a valid and current City of Fayetteville Business License. Operating without a license shall be a violation punishable by a fine of up to $250.00 per day of operation.

(B) (1) *City Services Termination.* If a business or entity continues to operate without a valid and current City of Fayetteville Business License for a period of one (1) week after written notification by the Director of Development Services, the Mayor may order the withholding of all city services including water, sewer and solid waste for the business premises.

(2) A Type 2 short-term rental operator who does not have a valid and legal business license for the Type 2 short-term rental and who has not already been afforded an opportunity for a procedural due process hearing pursuant to subsection 118.01(E)(17) shall be sent a letter to the address of the suspected Type 2 short-term rental in which it is stated that the operator or owner may request a procedural due process hearing prior to withholding city services in not less than five (5) nor more than ten (10) business days. If such due process hearing is requested by the owner or operator prior to the expiration of ten (10) business days, such hearing shall be promptly scheduled. The Chief of Staff shall hear evidence from city staff and others that the subject Type 2 short-term rental does not have a valid current license and has been operating the short-term rental in violation of the City Code. The owner or operator may then explain and/or provide evidence disputing the city's allegations or explaining why city services should not be withheld from the property. The Chief of Staff may then recommend to the Mayor whether or not city services should be withheld from the premises of the Type 2 short-term rental and what could be done by the owner/operator of the premises to obtain city services at this location again. The Mayor may then order the withholding of all city services including water, sewer and solid waste from the premises and property.

(3) For the initial violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for a period of up to one month.

(4) For the second and each subsequent violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for up to six months after being afforded an opportunity for a due process hearing as explained in (2).

(C) *Removal of Licensing Eligibility*. In the event of three violations occurring in a twelve-month period, the Development Services Director should remove the property from eligibility for short-term rental licensing beginning at the date of the most recent violation for a period of two years.

EXHIBIT C

CHAPTER 151. DEFINITIONS

Agent. Owner-Designated. A person designated by the owner of a property. where designee has a physical address within the City of Fayetteville is accessible 24-hours a day, and otherwise in compliance with the UDC requirements for short-term rentals. The owner may serve as their own agent.

Bedroom. As defined by the International Building Code and International Fire Code as adopted by the State of Arkansas and the City of Fayetteville and listed on the City of Fayetteville STR website.

Booking transaction Any contractual agreement between a guest and an owner relative to a short-term rental.

Dwelling unit (zoning). One (1) room. or rooms connected together. constituting a separate, independent housekeeping establishment for owner occupancy. or rental or lease on a monthly, or longer basis. and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

Guest. Short-term rental. Any person who occupies a short-term rental. for a period of less than 30 consecutive days. pursuant *to* a short-term rental lease term and/or other like agreement. for the purposes of temporary lodging.

Host. Short-term rental. The owner(s) of a short-term rental who has authority to *offer* the dwelling unit, portion thereof, or a room within the dwelling unit as a legal short-term rental.

Owner. A person who owns at least a 50 percent interest in a dwelling unit used for short-term rentals.

Permanent residential dwelling. A structure that has been legally permitted or is a legal. non-conforming structure allowed for permanent occupancy as a residential dwelling.

Hosting Platform. A person or entity that participates in the short-term rental business by providing and collecting or receiving a fee(s) for facilitating booking transactions through which a short-term rental host may *offer* a short-term rental to a short-term rental guest. Hosting platforms typically, though not always, facilitate booking transactions through an on line platform that allows a short-term rental host to advertise the short-term rental through a website provided by the hosting platform and the hosting platform conducts a transaction by which potential short-term rental guest reserve a guestroom(s) and arrange payment, whether the short-term rental guest pays rent directly to the short-term rental host or to the hosting platform.

Short-term rental. A ~~residential~~commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty ~~(30)~~ consecutive (30) days.

~~*Short-term rental, Type 1*. A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.~~

~~*Short-term rental, Type 2*. A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property.~~

Short-term rental, Type 1. A short-term rental is where the owner or long term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full time residence for at least nine months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 Short-Term Rental shall provide a copy of the property's Homestead Tax Credit, long term lease agreement or other comparable evidence of long-term residency to the City to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type 1 to ensure no adverse effects or problems are inflicted upon residential neighbors.

Short-Term Rental, Type 2. If a desired Short-Term Rental does not qualify as a Short-Term Rental, Type 1, a property owner may seek to be approved as a Short-Term Rental, Type 2. A new Short-Term Rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of § 163.18 and in non-residential and mixed-use zoning districts pursuant to § 164.26. All Short-Term Rentals, Type 2 must also comply with requirements of § 118.01 (E).

EXHIBIT E

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

-Unit 1	City-wide uses by right
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 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 47	Data centers
Unit 48	Private dormitories

(O) *Unit 14.Hotel, Motel, and Amusement Facilities.*

(1) *Description.* Unit 14 consists of hotels, motels, and certain types of amusement facilities.

(2) *Included Uses.*

Hotel
Membership lodge
Motel
Motion picture theater
Night club, not providing dancing or outdoor music
Tavern, not providing dancing or outdoor music
Use Unit 46, Short-term rental is also permitted within Use Unit 14

(UU) *Unit 46. Short-term rental.*

(1) *Description.* Unit 46 is provided to allow a permanent residential dwelling unit, portion of a residential dwelling unit, or bedroom within a residential dwelling unit, to be leased and/or rented to a guest(s) for a period of less than thirty (30) consecutive days.

(2) *Included Uses.*

Short-term rentals

EXHIBIT F

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

(A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

(1) R-A
(2) RSF-.5
(3) RSF-1
(4) RSF-2
(5) RSF-4
(6) RSF-7
(7) RSF-8
(8) RSF-18
(9) RI-12
(10) RI-U
(11) RMF-6
(12) RMF-12
(13) RMF-18
(14) RMF-24
(15) RMF-40
(16) NC

Short-term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

(B) *Occupancy.* Maximum of two (2) people per bedroom, ~~plus two (2), for the entire unit~~ when operated as a ~~short~~Short-term ~~rental.~~Rental.

(C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

(D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

(E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

(F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

(G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

(1) Adequate parking infrastructure;

(2) Adequate adjoining or nearby streets for on-street parking;
(3) Frequency or concentration of nearby licensed Type 2 short-term rentals;
(4) Prior zoning or code violations; ~~and~~
(5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line~~.~~;
(6) Compatibility with nearby residential neighborhood;
(7) All standards, requirements, and considerations of § 118.01 (E) *Short-term Rentals* and §163.02 **Authority; Conditions, Procedures**.

EXHIBIT G

164.26 Type 1 Short-Term Rentals Citywide and Type 2 Short-Term Rentals in Non-Residential and Mixed Use Zoning Districts

(A) *Commercial and Mixed Use Zoning Districts.* Type 2 short-term rentals may be permitted in all zoning districts where hotel/motel uses are permitted by right and shall not count towards the Type 2 short-term rental density cap in these districts except in multi-family buildings as specified in Chapter 118 of the Fayetteville City Code. Type 2 short-term rentals in all other non-residential and mixed-use zoning districts may be permitted but shall count towards the Type 2 short-term rental density cap.

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

(B) *Occupancy.* Maximum of two (2) people per bedroom, ~~plus two (2), for the entire unit~~ when operated as a ~~short~~Short-term ~~rental.~~Rental.

(C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

(D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

(E) Short-term rental units are allowed in any structure established as a permanent ~~residential~~ dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent ~~residential~~ dwelling may be used as a short-term rental.

(F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

(G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

EXHIBIT A

118.01 Applicability

(A) *General Businesses.*

(1) All businesses, institutions, corporations, LLCs, LLPs, partnerships, non-profit associations or corporations, sole proprietorships or other non-governmental entities with a physical address or which operates either a legally permitted home occupation or a short-term rental within the Fayetteville city limits shall be required to file for the City of Fayetteville Business Registry and License. A covered business or entity with multiple physical addresses in Fayetteville must obtain a separate business license for each such business address.

(2) In addition, any person or non-governmental entity who has or should have a sales tax permit and operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.

(3) In addition, any person or non-governmental entity who is engaged in any trade or occupation which requires federal or state licenses and who operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.

(B) *Religious Entities.* Churches and other religious institutions are exempt from this chapter unless they are performing functions like daycare that must be licensed by the state or that generate revenue upon which state sales or use taxes must be paid. The city business license shall not be required for the religious entity but only for those functions that require a state license or upon which state sales or use taxes must be paid.

(C) *Minors Exempt.* No individual under eighteen (18) years of age shall be required to register or obtain a business license. Minors are prohibited from leasing, advertising, managing or any other activity involved in STRs unless they are an emancipated minor.

(D) *Individual Landlords Renting Less Than Three (3) Dwelling Units Exempt.* An individual landlord, not operating as a corporation, LLC, LLP, or other business entity, who rents out less than three (3) dwelling units, and no commercial, industrial, or institutional unit, site or building shall be exempt from this chapter. However, a landlord that operates a short-term residential rental shall not be exempt and must apply for and obtain a business license for each individual short-term rental.

(E) *Short-Term Rentals.* A commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty (30) consecutive days.

(1) *Short-Term Rental, Type 1.* A short-term rental is where the owner or long-term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full-time residence for at least nine (9) months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 short-term rental shall provide a copy of the property's Homestead Tax Credit, long-term lease agreement or other comparable evidence of long-term residency to the city to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type 1 to ensure no adverse effects or problems are inflicted upon residential neighbors.

(2) *Short-Term Rental, Type 2.* If a desired short-term rental does not qualify as a short-term rental, Type 1, a property owner may seek to be approved as a short-term rental, Type 2. A new short-term rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of §163.18 and in non-residential and mixed-use zoning districts pursuant to §164.26. All short-term rentals, Type 2 must also comply with requirements of §118.01(E).

(3) *Business License Required.* No dwelling unit in the city shall be used as a short-term rental unless:

(a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and

(b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.

(c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.

(4) *Separate Business License required for each Short-term Rental*. A separate business license shall be required for each dwelling unit used as a short-term rental.

(5) *Change of Ownership*. Any change in ownership requires a new or amended business license.

(6) *Contact Information Must be Updated*. If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.

(7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:

(a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.

(b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.

(c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.

(d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.

(e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.

(f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.

(g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.

(8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).

(9) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:

(a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.

(b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.

(c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.

(10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate compliance with this section. For the purposes of these regulations, "availability" means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

(11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the city upon request of the Chief Finance Officer of the City of Fayetteville for audit or HMR tax collections.

(12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.

(13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.

(14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.

(15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).

(16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of four hundred seventy-five (475) dwelling units may be Type 2 rentals. A conditional use permit may not permit:

(a) More Type 2 short-term rentals than what is allowed by the city-wide density cap.

(b) *Detached single-family*:

(i) More than 4% of the total number of detached single-family dwelling units within 500 feet of the outside boundaries of a detached single-family dwelling proposed as a Type 2 short-term rental.

(ii) A property with a detached single-family dwelling proposed to be used as a Type 2 short-term rental within 100 feet of a property developed with a detached single-family dwelling licensed as a Type 2 short-term rental.

(c) 2-, 3-, and 4-family: Buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.

(d) *Multi-family*: More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.

(e) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the

adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.

(17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.

(18) Short-term rentals must comply with the Unified Development Code including the regulations contained in §163.18 and §164.26 and must successfully obtain a business license prior to operation.

EXHIBIT B

CHAPTER 118: BUSINESS REGISTRY AND LICENSES

118.05 Penalty

(A) *Fines.* No business or other entity who is required by this chapter to obtain a business license shall operate without having and displaying at the business a valid and current City of Fayetteville Business License. Operating without a license shall be a violation punishable by a fine of up to $250.00 per day of operation.

(B) (1) *City Services Termination.* If a business or entity continues to operate without a valid and current City of Fayetteville Business License for a period of one (1) week after written notification by the Director of Development Services, the Mayor may order the withholding of all city services including water, sewer and solid waste for the business premises.

(2) A Type 2 short-term rental operator who does not have a valid and legal business license for the Type 2 short-term rental and who has not already been afforded an opportunity for a procedural due process hearing pursuant to subsection 118.01(E)(17) shall be sent a letter to the address of the suspected Type 2 short-term rental in which it is stated that the operator or owner may request a procedural due process hearing prior to withholding city services in not less than five (5) nor more than ten (10) business days. If such due process hearing is requested by the owner or operator prior to the expiration of ten (10) business days, such hearing shall be promptly scheduled. The Chief of Staff shall hear evidence from city staff and others that the subject Type 2 short-term rental does not have a valid current license and has been operating the short-term rental in violation of the City Code. The owner or operator may then explain and/or provide evidence disputing the city's allegations or explaining why city services should not be withheld from the property. The Chief of Staff may then recommend to the Mayor whether or not city services should be withheld from the premises of the Type 2 short-term rental and what could be done by the owner/operator of the premises to obtain city services at this location again. The Mayor may then order the withholding of all city services including water, sewer and solid waste from the premises and property.

(3) For the initial violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for a period of up to one month.

(4) For the second and each subsequent violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for up to six months after being afforded an opportunity for a due process hearing as explained in (2).

(C) *Removal of Licensing Eligibility*. In the event of three violations occurring in a twelve-month period, the Development Services Director should remove the property from eligibility for short-term rental licensing beginning at the date of the most recent violation for a period of two years.

EXHIBIT C

CHAPTER 151. DEFINITIONS

Agent. Owner-Designated. A person designated by the owner of a property. where designee has a physical address within the City of Fayetteville is accessible 24-hours a day, and otherwise in compliance with the UDC requirements for short-term rentals. The owner may serve as their own agent.

Bedroom. As defined by the International Building Code and International Fire Code as adopted by the State of Arkansas and the City of Fayetteville and listed on the City of Fayetteville STR website.

Booking transaction Any contractual agreement between a guest and an owner relative to a short-term rental.

Dwelling unit (zoning). One (1) room or rooms connected together constituting a separate, independent housekeeping establishment for owner occupancy. or rental or lease on a monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

Guest. Short-term rental. Any person who occupies a short-term rental. for a period of less than 30 consecutive days pursuant *to* a short-term rental lease term and/or other like agreement for the purposes of temporary lodging.

Host. Short-term rental. The owner(s) of a short-term rental who has authority to *offer* the dwelling unit, portion thereof, or a room within the dwelling unit as a legal short-term rental.

Owner. A person who owns at least a 50 percent interest in a dwelling unit used for short-term rentals.

Permanent residential dwelling. A structure that has been legally permitted or is a legal. non-conforming structure allowed for permanent occupancy as a residential dwelling.

Hosting Platform. A person or entity that participates in the short-term rental business by providing and collecting or receiving a fee(s) for facilitating booking transactions through which a short-term rental host may *offer* a short-term rental to a short-term rental guest. Hosting platforms typically, though not always, facilitate booking transactions through an on line platform that allows a short-term rental host to advertise the short-term rental through a website provided by the hosting platform and the hosting platform conducts a transaction by which potential short-term rental guest reserve a guestroom(s) and arrange payment, whether the short-term rental guest pays rent directly to the short-term rental host or to the hosting platform.

Short-term rental. A commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.

Short-term rental, Type 1. A short-term rental is where the owner or long term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full time residence for at least nine months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 Short-Term Rental shall provide a copy of the property's Homestead Tax Credit, long term lease agreement or other comparable evidence of long-term residency to the City to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type 1 to ensure no adverse effects or problems are inflicted upon residential neighbors.

Short-Term Rental, Type 2. If a desired Short-Term Rental does not qualify as a Short-Term Rental, Type 1, a property owner may seek to be approved as a Short-Term Rental, Type 2. A new Short-Term Rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of § 163.18 and in non-residential and mixed-use zoning districts pursuant to § 164.26. All Short-Term Rentals, Type 2 must also comply with requirements of § 118.01 (E).

EXHIBIT D
CHAPTER 161: ZONING REGULATIONS

161.01 Application Of District Regulations

Minimum Regulations/Exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

(A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.

(B) *Limitations.* No building or other structure shall hereafter be erected or altered:

(1) *Height/Bulk.* To exceed the height or bulk;

(2) *Number of Units.* To accommodate or house a greater number of units;

(3) *Lot Area.* To occupy a greater percentage of lot area;

(4) *Setback/Open Spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or

(5) *Other.* In any other manner contrary to the provisions of this chapter.

(C) *Independent Compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.

(D) *Effective Date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.

(E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District R-A until the territory is rezoned as provided herein.

(F) *Measuring Setbacks.*

(1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.

(2) *Side.* Measured from the side property line.

(3) *Rear.* Measured from the rear property line.

(4) *Corner.* A corner lot has two fronts and two sides.

(G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(H) *Authorized Construction/Use.* Permits issued on the basis of plans and applications approved by the Zoning and Development Administrator or Planning Commission authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

161.02 Zoning Compliance And Business License

(A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged

in its use or structure until a business license has been issued by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements of this chapter.

(B) *Conforming Uses.* Uses permitted within the underlying zoning district shall be eligible for a business license, subject to Chapter 118 of the Fayetteville Code.

(C) *Nonconforming Uses.*

(1) Except for short-term rental units subject to Chapter 163 of the UDC, uses within the following use unit categories established prior to September 7, 2010 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
3	Public protection facilities
4	Cultural and recreational facilities
5	Government facilities
6	Agricultural
7	Animal husbandry
12a	Limited business
13	Eating places
15	Neighborhood shopping goods
24	Home occupation
25	Offices, studios, and related services

(2) Except for short-term rental units subject to Chapter 163 of the UDC, uses within the following use unit categories established prior to July 15, 2003 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
2	City-wide uses by conditional use permit
14	Hotel, motel and amusement facilities
16	Shopping goods
17	Transportation trades and services
18	Gasoline service stations & drive-in/drive-through restaurants
19	Commercial recreation, small sites
20	Commercial recreation, large sites
21	Warehousing and wholesale
22	Manufacturing
23	Heavy industrial
27	Wholesale bulk petroleum storage facilities with underground tanks
28	Center for collecting recyclable materials

29	Dance halls
30	Extractive uses
31	Facilities emitting odors/handling explosives
32	Sexually oriented businesses
33	Adult live entertainment club or bar
34	Liquor stores
35	Outdoor music establishments
36	Wireless communications facilities
38	Mini-storage units
39	Auto salvage and junk yards
40	Sidewalk cafes
42	Clean technologies
43	Animal boarding and training

(3) Businesses operating in a zoning district that does not allow the use and that cannot provide proof of their establishment in accordance with the criteria above are declared to be incompatible with permitted uses and shall not hereafter continue except in conformity with the regulations of the district in which it is located. These businesses shall not be eligible to obtain a city business license until or unless they are brought into compliance with the zoning district regulations.

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.

161.04 District RSF-.5, Residential Single-Family—One-Half (½) Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two (2) acres and a maximum gross density of approximately one-half (½) unit per acre.

(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 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	One-half (approximately)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot area minimum	71,438 square feet
Land area per dwelling unit	71,438 square feet

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Building Area.* None.

161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(D) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density.*

Units per acre	1

(F) *Bulk and Area Regulations.*

Lot width minimum	150 feet
Lot area minimum	35,720 square feet
Land area per dwelling unit	35,720 square feet

(G) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories

(I) *Building Area.* None.

161.06 District RSF-2, Residential Single-Family — Two (2) Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (1 acre and over) and areas that have developed with smaller lot sizes (8,000

square feet), and 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.*

(C) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(D) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density*

Units per acre	2

(F) *Bulk and Area Regulations.*

Lot width minimum	100 feet
Lot area minimum	17,860 square feet
Land area per dwelling unit	17,860 square feet

(G) *Setback Requirements.*

Front	Side	Rear
30 feet	15 feet	30 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories

(I) *Building Area.* None.

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.

161.08 District RSF-7, Residential Single-Family - Seven (7) Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(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 dwelling units per acre	7 or less

(D) *Bulk and Area Regulations.*

(E) *Lot Width Minimum.*

Single-family	60 feet
Two-family	60 feet
Townhouse, no more than two (2) attached	30 feet

(F) *Lot Area Minimum.*

Single-family	6,000 square feet
Two-family	6,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(G) *Land Area Per Dwelling Unit*.

Single-family	6,000 square feet
Two-family	3,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(H) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(I) *Building Height Regulations.*

Building Height Maximum	3 stories

(J) *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.

161.09 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.

161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(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.*

Units per acre	Eighteen (18) or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations*.

Building Height Maximum	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 for two-family dwellings.

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12

(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) and four (4) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

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
Unit 48	Private dormitories

(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.

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
Unit 48	Private dormitories

(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.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.14 District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(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
Unit 48	Private dormitories

(C) *Density.*

Units per acre	12 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	45 feet
Two (2) family	45 feet
Three (3) family or more	80 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	4,500 square feet
Two (2) family	6,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres

Professional offices	1 acre

(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*

* 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.

(H) Minimum buildable street frontage. 50% of the lot width.

161.15 District RMF-18, Residential Multi-Family — Eighteen (18) Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(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
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Eighteen (18) 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	40 feet
Two (2) family	40 feet
Three (3) family or more	75 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	4,000 square feet
Two (2) family	5,000 square feet
Three (3) family or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(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*

* 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.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

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
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings

Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Forty (40) or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit*.

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

161.18 NS-L, Neighborhood Services - Limited

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Ten (10) or less

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family or more	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	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 60% of the total area of the lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 6, 8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §8(Exh. G), 5-2-23; Ord. No. 6879, §2, 5-20-25)

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.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted uses*.

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
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 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density*.

Units per acre	24 or less

(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum*.

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet

Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form 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
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is filed.** The remaining side setback(s) shall be 10 feet
Rear	None
Rear when contiguous to a single family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	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.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.21 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 5	Government Facilities

Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 25	Offices, studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
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 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	5 stories

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 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage.*50% of the lot width.

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
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 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	6 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 side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right

Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet

All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) 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 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) *Minimum buildable street frontage.* 50% of the lot width.

161.25 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods

Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
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 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

	Central Business District	Shopping Center
Front	5 feet	25 feet
Front, if parking is allowed between the right-of-way and the building	50 feet	50 feet
Side	None	None
Side, when contiguous to a residential district	10 feet	25 feet
Rear, without easement or alley	15 feet	25 feet
Rear, from center line of a public alley	10 feet	10 feet

Urban Form 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	5 stories/7 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(G) Urban form minimum buildable street frontage: 80% of the lot width.

161.26 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development

Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 80% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/14 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of fourteen (14) stories.

161.27 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of

uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places

Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories

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

161.30 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit

Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations. None.*

(E) *Setback Regulations.*

Front, when adjoining A or R districts	50 feet
Front, when adjoining C, I, or P districts	25 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I, or P districts	10 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that 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.* None.

161.31 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 13	Eating places
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing

Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 46	Short-term rentals
Unit 47	Data centers

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities
Unit 38	Mini-storage Units
Unit 39	Auto salvage and junk yards

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	100 feet
Front, when adjoining C, I or P districts	50 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I or P districts	25 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that 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.* None.

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations

Front	A build-to-zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*

* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.33 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit

(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot Width Minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.

(2) *Lot Area Minimum.*

Lot area minimum	10 acres

(E) *Setback Regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 feet
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 feet

161.34 Reserved

161.35 Planned Zoning District

(A) *Applicability.* To be considered for a Planned Zoning District, the applicant shall meet all of the following criteria:

(1) *Location.* Any property located within the city limits is eligible for a Planned Zoning District. Upon City Council approval, an owner or developer of a specific piece of property located within the City's designated planning area may be authorized to submit a Planned Zoning District application in conjunction with an annexation request, but final approval of the PZD will not be effective until said property is annexed into the City of Fayetteville.

(2) *Size.* There shall be no minimum or maximum tract size for a PZD application.

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development 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.

(C) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 154, Amendments.

(1) Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and zoning standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of zoning standards and a specific master plan.

(2) All uses identified within §162 Use Units of the Unified Development Code may be allowed as permissible uses or conditional uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Residential Density.* Residential densities shall be determined on the basis of the following considerations:

(a) The densities of surrounding development;

(b) The densities allowed under the current zoning;

(c) The urban development goals and other policies of the city's Future Land Use Plan;

(d) The topography and character of the natural environment; and

(e) The impact of a given density on the specific site and adjacent properties.

(4) Building Setback. There shall be no minimum building setback except as may be determined by the Planning Commission and City Council during review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. Greater setbacks may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate separation from adjacent properties.

(5) *Building Height.* There shall be no maximum building height except as may be determined by the Planning Commission and City Council during the review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

(6) *Building Area.* The Planning Commission and City Council shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites

Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the 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 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-Storage Units
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.* 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 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories

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.

161.38 District CCR, Conservation, Cultural, And Recreation

(A) *Purpose.* The Conservation, Cultural, and Recreation District is a designation requested by the owner of property that the city and the owner have determined beneficial and desirable to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services. Further, this district serves to permit certain limited uses and activities which are not detrimental to the land and consistent with these purposes.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right

(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

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) At least 80% of the zoned area shall be left undeveloped as green space.

(2) No more than 10% of the Conservation, Cultural, and Recreation zoned area may be dedicated to open space that also contains hard surface areas such as parking, paved trail, or other impervious ground cover.

(E) *Setback Requirements.*

(1) Minimum setback from the front property line shall be 20 feet.

(2) Minimum setbacks from all other property lines shall be 50 feet.

(3) A minimum setback of 50 feet shall be established parallel to all floodplain lines shown on currently adopted FIRM panels.

(4) A minimum setback of 100 feet shall be established parallel to the top of bank along all streams protected within the Streamside Protection Zones of §168.12.

(5) A minimum setback of 100 feet shall be established parallel to the edge of open bodies of water.

(F) *Height Requirements.*

Building height maximum	2 stories

(G) *Building area.* Maximum lot coverage shall be 5% of the zoned area.

(H) *Legal Instrument for Permanent Protection.* Green space shall be protected in perpetuity by an easement deed or other binding legal instrument that is recorded with the rezoning at the time of rezoning. The instrument shall be a permanent conservation easement or equivalent legal document such as:

(1) A permanent conservation easement conveyed to the city or a land trust or similar conservation oriented nonprofit organization with legal authority to accept such easements. The conservation organization must be bona fide and in perpetual existence and the conveyance instrument shall contain an appropriate provision for conveyance to another nonprofit conservation organization or to the city in the event the originally designated organization becomes unable to fulfill its functions, or

(2) An equivalent legal document that provides permanent protection, if approved by the city.

161.39—161.99 Reserved

EXHIBIT E

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

Unit 1	City-wide uses by right
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 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units

Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 47	Data centers
Unit 48	Private dormitories

(O) *Unit 14.Hotel, Motel, and Amusement Facilities.*

(1) *Description.* Unit 14 consists of hotels, motels, and certain types of amusement facilities.

(2) *Included Uses.*

Hotel
Membership lodge
Motel
Motion picture theater
Night club, not providing dancing or outdoor music
Tavern, not providing dancing or outdoor music
Use Unit 46, Short-term rental is also permitted within Use Unit 14

(UU) *Unit 46. Short-term rental.*

(1) *Description.* Unit 46 is provided to allow a permanent residential dwelling unit, portion of a residential dwelling unit, or bedroom within a residential dwelling unit, to be leased and/or rented to a guest(s) for a period of less than thirty (30) consecutive days.

(2) *Included Uses.*

Short-term rentals

EXHIBIT F

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

(A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

(1) R-A

(2) RSF-.5

(3) RSF-1

(4) RSF-2

(5) RSF-4

(6) RSF-7

(7) RSF-8

(8) RSF-18

(9) RI-12

(10) RI-U

(11) RMF-6

(12) RMF-12

(13) RMF-18

(14) RMF-24

(15) RMF-40

(16) NC

Short-term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

(B) *Occupancy.* Maximum of two (2) people per bedroom, when operated as a Short-term Rental.

(C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

(D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

(E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

(F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

(G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

(H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

(1) Adequate parking infrastructure;

(2) Adequate adjoining or nearby streets for on-street parking;

(3) Frequency or concentration of nearby licensed Type 2 short-term rentals;

(4) Prior zoning or code violations;

(5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line;

(6) Compatibility with nearby residential neighborhood;

(7) All standards, requirements, and considerations of § 118.01 (E) *Short-term Rentals* and §163.02 **Authority; Conditions, Procedures**.

EXHIBIT G

§164.26 Type 1 Short-Term Rentals Citywide and Type 2 Short-Term Rentals in Non-Residential and Mixed Use Zoning Districts

(A) *Commercial and Mixed Use Zoning Districts.* Type 2 short-term rentals may be permitted in all zoning districts where hotel/motel uses are permitted by right and shall not count towards the Type 2 short-term rental density cap in these districts except in multi-family buildings as specified in Chapter 118 of the Fayetteville City Code. Type 2 short-term rentals in all other non-residential and mixed-use zoning districts may be permitted but shall count towards the Type 2 short-term rental density cap.

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

(B) *Occupancy.* Maximum of two (2) people per bedroom, when operated as a Short-term Rental.

(C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

(D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

(E) Short-term rental units are allowed in any structure established as a permanent dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent dwelling may be used as a short-term rental.

(F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

(G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

EXHIBIT H

The City Council of the City of Fayetteville, Arkansas hereby prohibits any Short-term Rental owner, manager, employee, or agent from creating, authorizing, permitting, or executing any new reservations, leases, contracts, or any advertising contrary to the two person per bedroom occupancy limitation after the effective date of this ordinance. To protect any valid and enforceable pre-existing contractual rights of Short-term Rental owners or managers, all legally authorized and valid Short-term Rental leases or contracts entered into and fully enforceable by both parties prior to the effective date of this ordinance for a rental period after the effective date of this ordinance but prior to June 1, 2026 shall be allowed to honor and enforce these valid pre-existing leases or contracts timely entered into by both the landlord and tenants. Proof of the pre-existing contract or lease shall be provided to the city upon the request of the Development Services Director.

An owner or manager of a legally authorized Short-term Rental may petition the Development Services Director to allow use of a Short-term Rental lease compliant with the former occupancy limits if such lease was legally entered into and signed by both landlord and tenant prior to the effective date of this ordinance even for periods of time later than June 1, 2026. To do so, the owner or operator must furnish clear and convincing proof of such pre-existing, signed, valid and enforceable Short-term Rental contracts or leases for such later occupation dates from June 1, 2026 until January 1, 2027 to the Development Services Director. This proof must be sufficient and satisfactory to the Development Services Director and be provided in writing to the Development Services Director no later than March 1, 2026. The Development Services Director shall endeavor to protect all such signed, enforceable, valid pre-existing contractual rights of the owner or manager. Any alleged pre-existing Short-term Rental lease for a period of occupancy after January 1, 2027 may only be approved for such occupancy by City Council Resolution. The applicant must present clear and convincing evidence of a timely, fully signed, enforceable, and valid pre-existing Short-term Rental lease or contract during an applicant's requested Due Process hearing before the City Council no later than June 16, 2026. The City Council has complete discretion whether or not to grant any relief. The applicant must file the written request for such Due Process hearing at the Fayetteville City Clerk's Office no later than May 6, 2026.

CivicClerk No.: 2025-

AGENDA REQUEST FORM

FOR: Council Meeting of December 2, 2025

FROM: Council Member/ Ordinance Review Committee Chair Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REPEAL ORDINANCES 6427, 6625, 6710, 6820, 6888, AND 6936 AND TO ENACT THIS REPLACEMENT ORDINANCE TO LEGALIZE THE OPERATION OF SHORT-TERM RENTALS PURSUANT TO REASONABLE REGULATIONS

APPROVED FOR AGENDA:

Approved by email
Council Member Scot Berna

November 20, 2025
Date

Kit Williams
Approved as to form

November 20, 2025
Date

Mayor Molly Rawn
Acknowledgement

11/20/25
Date

Williams, Kit

From: Berna, Scott
Sent: Thursday, November 20, 2025 10:24 AM
To: Williams, Kit
Subject: Re: short-term rental ordinance

Approved

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, November 20, 2025 10:13 AM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>
Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; D'Andre Jones <dre91732000@gmail.com>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: short-term rental ordinance

Scott,

Please find attached the final version of the Short-term Rental Ordinance that the Ordinance Review Committee recommended for approval to the whole City Council yesterday afternoon. Once you either sign, scan and return the attached agenda request form to or merely approve by email, I can present this ordinance to the Mayor and with Kara's help enter it into Civic Clerk which could possibly even make it onto the Tentative Agenda. If that is not possible, you will be able to present it at the Agenda Session next week.

Let me express my thanks for all the hard work and careful consideration of your committee as well as Jonathan to achieve these well balanced, fair and efficient regulations for Short-term Rental operations in Fayetteville.

Kit Williams
Fayetteville City Attorney
479-575-8313

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL ORDINANCES 6427, 6625, 6710, 6820, 6888, AND 6936 AND TO ENACT THIS REPLACEMENT ORDINANCE TO LEGALIZE THE OPERATION OF SHORT-TERM RENTALS PURSUANT TO REASONABLE REGULATIONS

WHEREAS, short-term rentals had not been legal to operate in Fayetteville until the City Council passed Ordinance 6427 on April 20, 2021, which temporarily made short-term rentals legal if and when in conformity with the reasonable regulations; and

WHEREAS, Ordinance 6427 contained a Sunset Clause repealing and making void such legalization and all regulation 20 months after its passage unless extended by subsequent ordinance prior to Sunset Clause's activation date; and

WHEREAS, Ordinance 6625 (December 6, 2022); Ordinance 6710 (November 21, 2023), Ordinance 6820 (December 4, 2024), Ordinance 6888 (June 17, 2025), and Ordinance 6936 (November 18, 2025) all extended the temporary legalization and regulations of short-term rentals by amending the Sunset Clause until December 30, 2025; and

WHEREAS, the City Council has determined it should allow up to 475 Short-term rentals, Type 2 to operate within residentially zoned districts and other mixed-use/commercial zones in which hotels are not permitted as of right in Fayetteville, but also should require conditional use permits for these short-term rentals so that the Planning Commission can ensure compatibility with nearby residential neighborhoods and restrictions against high density and concentration of Short-term rentals which could damage neighborhood character and compatibility; and

WHEREAS, our citizens' peace, health, and safety require reasonable limitations on and regulations of Short-term rentals allowed in residential and mixed-use districts; and

WHEREAS, the City Council has worked for over four years to clarify and improve the short-term rental definitions and regulations and now will enact this new ordinance permanently legalizing and regulating short-term rentals with no sunset clause.

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 Ordinances 6427, 6625, 6710, 6820, 6888, and 6936 including their sunset clauses.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §118.01 of the *Fayetteville Code* and enacts a replacement §118.01 ***Applicability*** as shown on Exhibit A incorporated herein and make a part hereof.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 118.05 ***City Service Termination*** of the *Fayetteville Code* and enacts a replacement § 118.05 as shown on Exhibit B incorporated herein and make a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 151 **Definitions** by repealing and replacing the definitions of "Short-term rental," "Short-term rental, Type 1" and "Short-term rental, Type 2" with the definitions shown on Exhibit C incorporated herein and made a part hereof, and re-enacting all the other original definitions as also shown in Exhibit C.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby repeals all of Chapter 161, **Zoning Regulations** and enacts a replacement Chapter 161, **Zoning Regulations** as shown on Exhibit D incorporated herein and made a part hereof.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 162.01 **Establish/Listing**'s table of use units through unit 46 Short-term rentals and subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rental*; and enacts a replacement § 162.01 **Establish/Listing**'s table of use units and replacements subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rentals* as shown on Exhibit E attached hereto and made a part hereof.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 163.18 and enacts a replacement § 163.18 as shown on Exhibit F incorporated herein and made a part hereof.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.26 and enacts a replacement § 164.26 as show on Exhibit G incorporated hereto and made a part hereof.

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby prohibits any owner or manager of a short-term rental from entering into or advertising any new short-term rental agreement or reservation contrary to the terms of these new regulations, but protects existing contractual rights and obligations of short-term rental owners/managers as shown on Exhibit H incorporated herein and made a part hereof.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because allowing the City's Short-term Rental regulations to expire through its Sunset Clause without enacting replacement Short-term Rental authorization and regulation code provisions will likely lead to unregulated and illegal operation of Short-term Rentals not subject to the City's life safety standards and insurance requirements. Enacting the new Short-term Rental code will legalize and regulate the existing permitted and inspected Short-term Rentals necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2131

MEETING OF DECEMBER 9, 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, 7. Additional Information - Concept Plan

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: _____

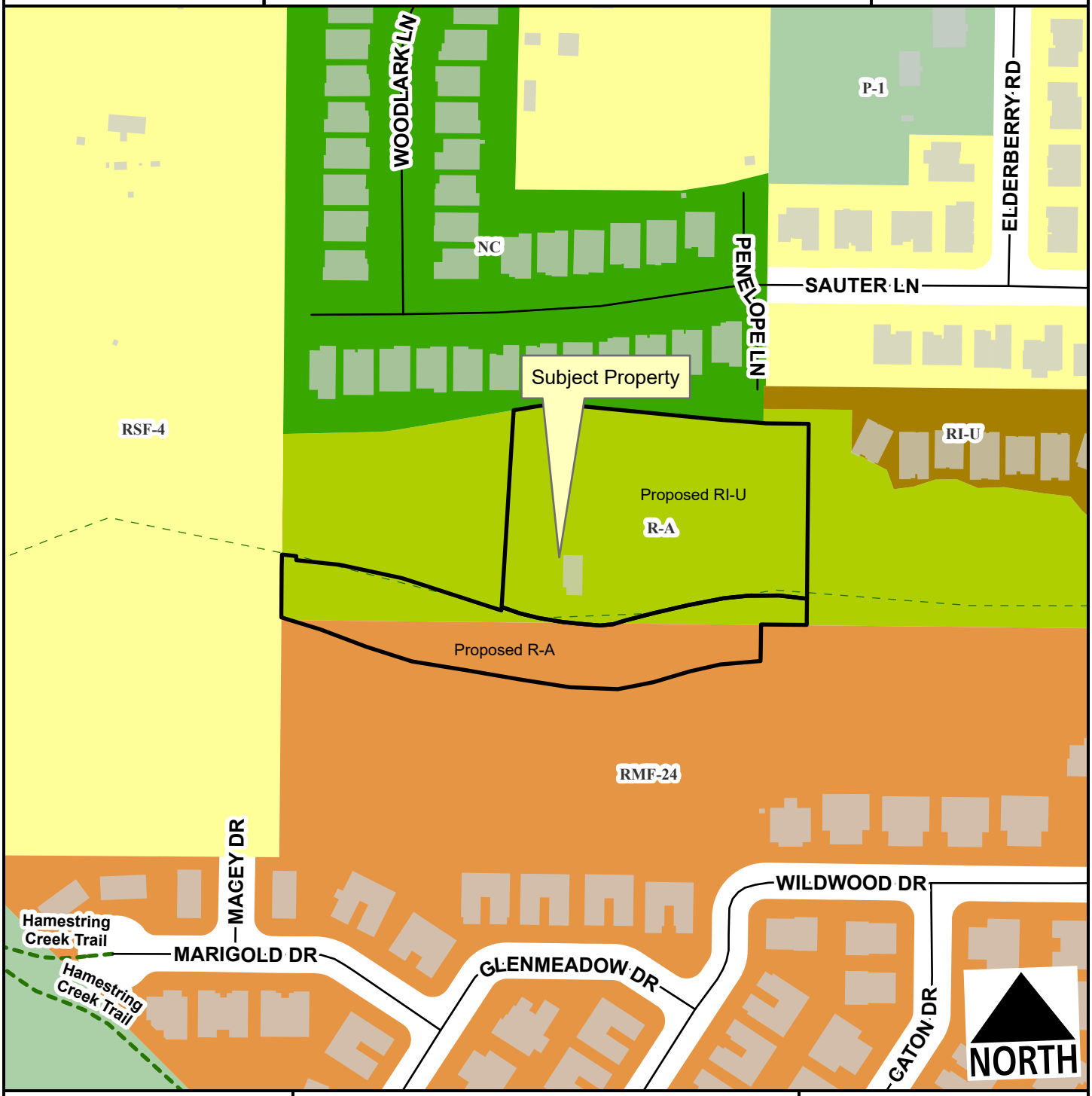
Comments:

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)

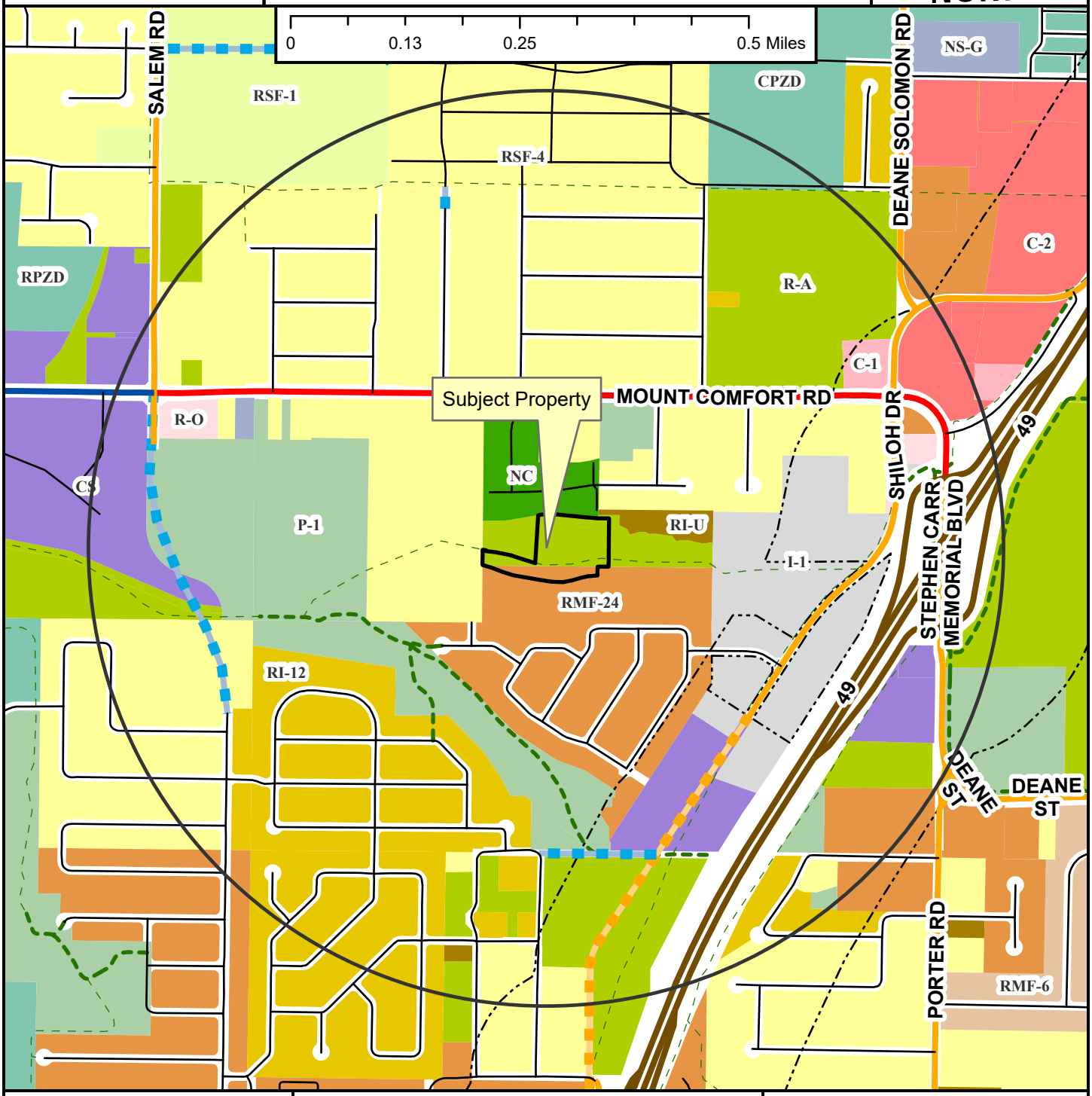
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 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-2025-0046

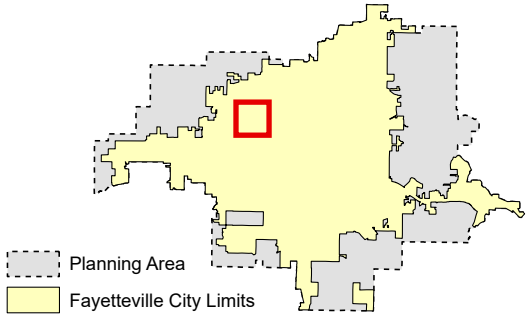
One Mile View

W MT COMFORT RD

NORTH



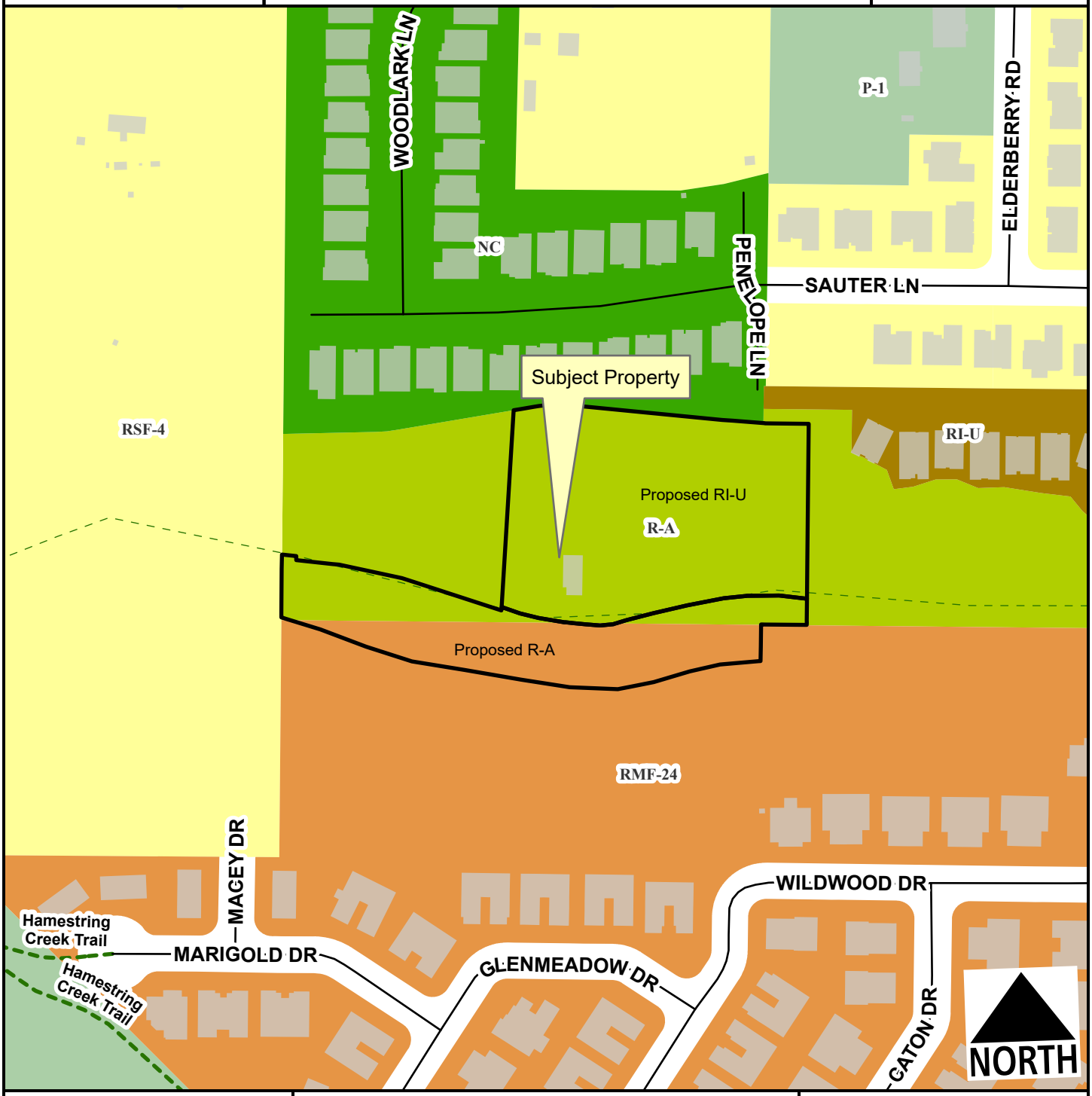
Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



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

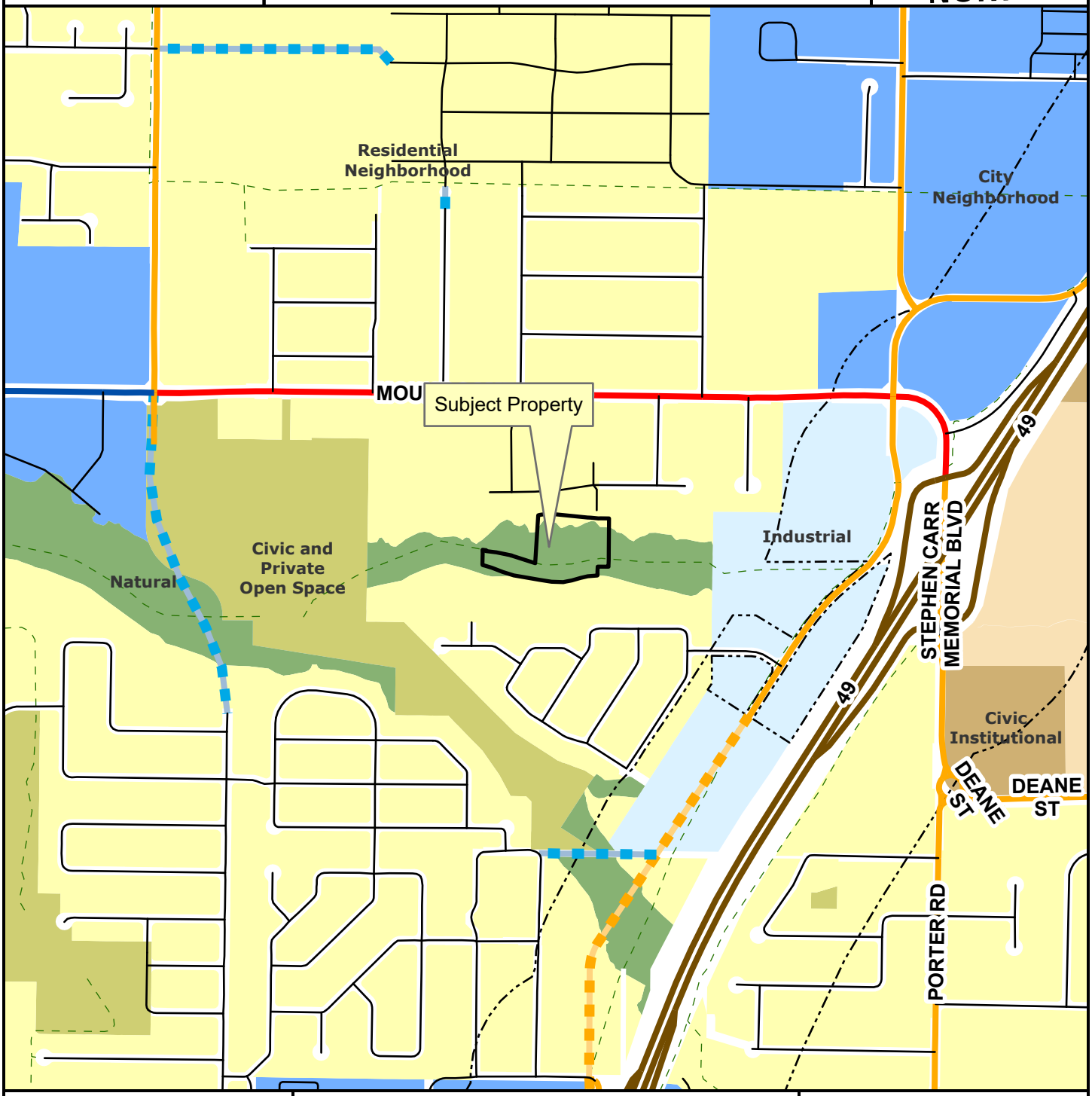
- 100-Year Floodplain
- Floodway

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.

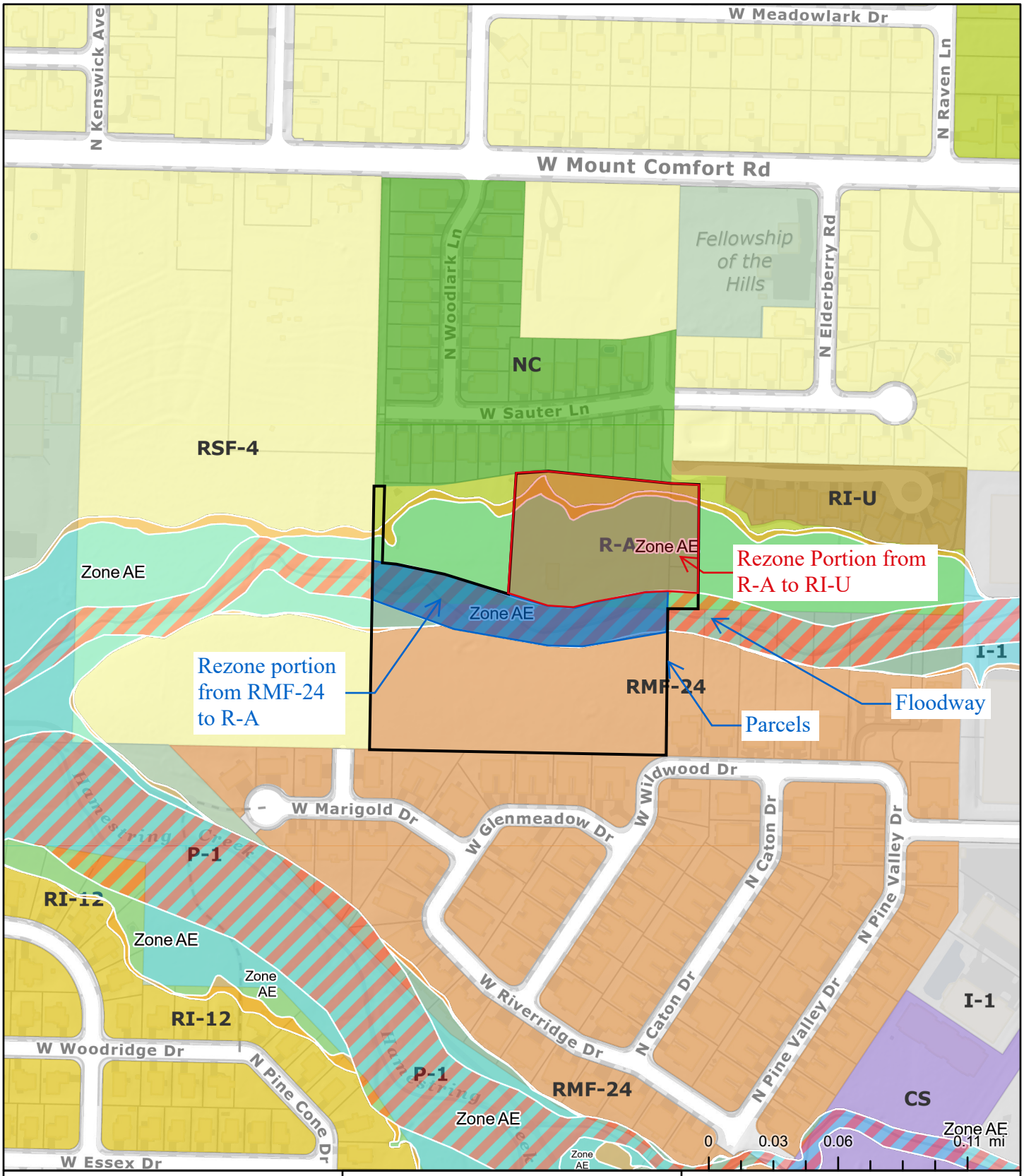
The subject property is surrounded by zoning districts including RMF-2, RI-U, NC, and RSF-4. The proposed rezoning to RI-U and R-A is consistent with these adjacent land uses, supports the established urban development pattern of the area, and provides a compatible transition between existing zoning 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.

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

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

This email and any files transmitted with it are confidential and intended solely for the use of the addressee. If you are not the intended addressee, then you have received this email in error and any use, dissemination, forwarding, printing, or copying of this email is strictly

prohibited. Please notify us immediately of your unintended receipt by reply and then delete this email and your reply. Tyson Foods, Inc. and its subsidiaries and affiliates will not be held liable to any person resulting from the unintended or unauthorized use of any information contained in this email or as a result of any additions or deletions of information originally contained in this email.

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.

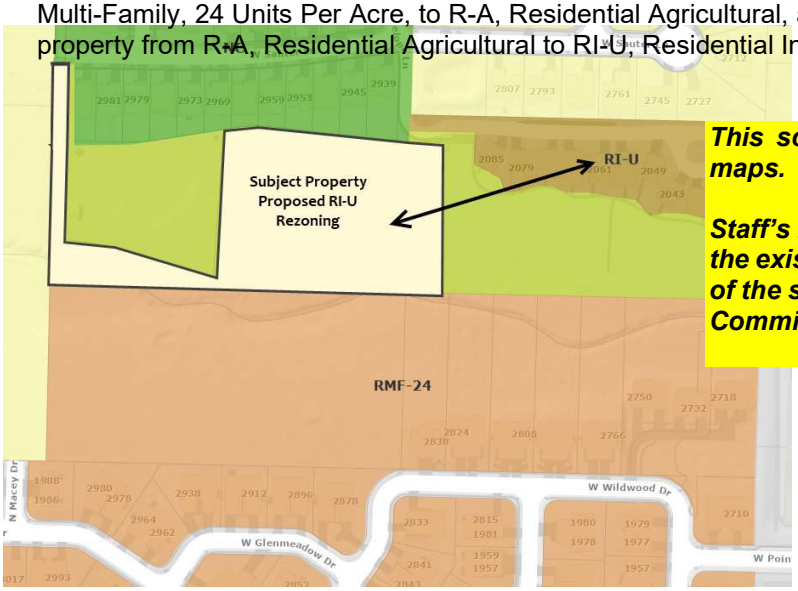
RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0046** to City Council with a recommendation of approval."*

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.

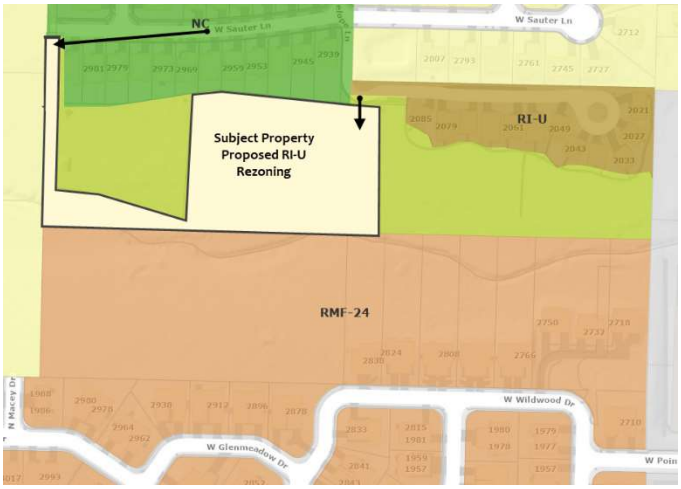
Staff's report is in error. Staff failed to include the existing RI-U property both north and east of the subject property. Staff should make the Commission aware of their mistake.

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 -

Additional Information Received

Date Received: MM/DD/YYYY	11/18/2025
Time: 00:00 (AM/PM)	5:40PM
From: Name & Title	Tracy Hoskins, Applicant
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	11/18/2025
Civic Clerk Number: Ex. 2025-994	2025-2131
Forwarded to City Attorney's Office and Department Head	Applicant provided handout during meeting.

Concept Plan -

Summary –

Regardless of whether the zoning proposal is approved or not, the property CAN be developed as it is currently zoned. It's simply a matter of HOW it is developed.

Under existing split zoning,

1. **North side - SF homes can be built, by right, directly adjacent to existing properties/neighbors, but at a very low "sprawl" density of RA.**

2. **Stream side protection remains as it is today – RMF-24 zoning.**

3. **Roughly 120+/- Apartments can be built, by right, within 50ft of the stream. Traffic would have to be funneled through adjacent neighborhoods.**

Under the proposed zoning,

1. **The RI-U will provide the necessary tools to be able to plan and develop the property responsibly and in the spirit of – CITY PLAN 2040 FUTURE LAND USE PLAN (relevant langue attached below).***

2. **The creek sides (potentially sensitive areas) become more protected by the downzoning from RMF-24 to RA.**

3. **Final Density is significantly decreased, along with the impact that goes with higher density.**

4. **The proposed zoning allows us to design for smaller lots clustered in areas to help minimize the overall impact of the development.**

The relevant issue is whether the requested zoning is compatible in use and density. Staff even states that the proposed zoning is appropriate – which is a good thing since they helped advise us as to what zoning would be appropriate to request. Anything outside of this is a DEVELOPMENT issue which can be addressed at the time of development submittal.

*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 OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2569

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Molly Rawn, Mayor

FROM: Keith Macedo, Chief of Staff

SUBJECT: **Butterfield Trail Village Public Facilities Board Revenue Bonds**

RECOMMENDATION:
City Administration recommends that the Fayetteville City Council adopt the resolution ratifying the Fayetteville Public Facilities Board's approval of issuing up to $40,000,000 in Revenue Bonds for the Butterfield Trail Village Project. The proposed bonds will be issued solely by the Public Facilities Board and do not constitute a debt, liability, or obligation of the City of Fayetteville.

BACKGROUND:
Butterfield Trail Village, Inc., a nonprofit corporation, owns and operates a long-standing residential life-care community for seniors located at 1923 E. Joyce Boulevard. The facility includes independent living, assisted living, skilled nursing care, and related campus amenities. The Fayetteville Public Facilities Board—created under City ordinance and Arkansas law—is authorized to issue revenue bonds to finance housing and health-care facilities for the elderly when such facilities are owned by nonprofit corporations. The Board adopted a resolution on November 12, 2025, authorizing the issuance of the bonds, subject to City Council approval.

DISCUSSION:
The Revenue Bonds, in an amount not to exceed $40,000,000, will be used to:

- Refund the Board's outstanding 2016 Refunding and Improvement Revenue Bond (if financially beneficial)
- Finance major improvements at Butterfield Trail Village, including
- Construction of a new assisted living facility
- Renovation of the existing assisted living facility to create new independent living units
- Parking and campus infrastructure enhancements
- Fund interest during construction (if needed)
- Establish a debt-service reserve (if needed)
- Cover authorized costs of issuance

These improvements support Butterfield Trail Village's long-term sustainability and continue its role as a key senior living provider in Fayetteville.

BUDGET/STAFF IMPACT:
By the adopting this Resolution, the City of Fayetteville assumes no liability or responsibility for the repayment of the Bonds. The Bonds are not a debt of or pledge of the credit of the City, and the City is not obligated to

pay debt service on the Bonds.

ATTACHMENTS: 3. Staff Review Form, 4. Verification of Newspaper Affidavit, 5. Public Facilities Board Resolution

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

File #: 2025-2569

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD WHICH APPROVED ISSUANCE OF PUBLIC FACILITIES BOARD REVENUE BONDS FOR THE BUTTERFIELD TRAIL VILLAGE PROJECT; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

WHEREAS, The Fayetteville Public Facilities Board (the "Board"), is a public body politic and corporate with the power of perpetual succession created by Ordinance No. 2485, as amended and codified as Article VI **Public Facilities Board**, §§ 33.065-33.071 of the Code of Fayetteville (collectively, the "Ordinance"), of the City of Fayetteville, Arkansas (the "City") under the constitution and laws of the State of Arkansas (the "State"), including the Public Facilities Boards Act as codified at Title 14, Chapter 137 of the Arkansas Code of 1987 Annotated, as amended (the "Act"); and

WHEREAS, the Board is authorized by the Act and the Ordinance to issue and sell its revenue bonds and to use the proceeds thereof for the purpose of financing housing, health care and related facilities in the City to serve elderly persons so long as such facilities are owned by nonprofit corporations and to secure payment of such revenue bonds as therein provided, and to issue refunding bonds, all in accordance with the provisions of the Act and the Ordinance; and

WHEREAS, Butterfield Trail Village, Incorporated (the "Obligor"), an Arkansas nonprofit corporation, owns and operates a residential life care retirement facility for the elderly known as "Butterfield Trail Village" consisting of independent living units, a skilled nursing care center and related facilities located on approximately 48 acres of land at 1923 E. Joyce Boulevard in the City ("Butterfield Trail Village"); and

WHEREAS, the Board has previously issued its Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "2016 Bond"); and

WHEREAS, the Board has determined that the economic interest and public purpose of the Board are served by issuing its Retirement Facilities Revenue Bonds (Butterfield Trail Village Project) (the "Bonds") in a principal amount of not to exceed Forty Million Dollars ($40,000,000) for the purpose of providing moneys to (a) refund the 2016 Bond (if necessary or desirable, as determined by the Butterfield Trail Village, Inc.) (the "Refunding"), (b) finance all or a portion of the costs of improvements for Butterfield Trail Village, including particularly, without limitation, acquiring, constructing, equipping and furnishing a new assisted living facility, renovations to the existing assisted living facility to convert the facility into independent living units, and parking facilities and campus infrastructure improvements (collectively, the "2025 Project"), (c) fund interest during construction (if necessary or desirable), (d) fund a debt service reserve fund (if necessary or desirable), and (e) pay all or a portion of the costs of issuance; and

WHEREAS, the Bonds are not a debt of or pledge of the credit of the City of Fayetteville, and the City is not obligated to pay debt service on the Bonds; and

WHEREAS, pursuant to the provisions of the Ordinance, resolutions adopted by the Board which authorize the approval of bonds for financing and refinancing residential housing, health care and related facilities for the elderly which are owned by non-profit corporations are required to be ratified by the City prior to the issuance; and

WHEREAS, such resolution adopted by the Board on November 12, 2025 (the "Board Resolution"), is attached as Exhibit A and authorizes the issuance of the Bonds subject to ratification by the City to accomplish the Refunding and/or to finance the 2025 Project and authorizes the Chairman and Secretary of the Board to execute and deliver the Bonds and documents to effect the issuance of the Bonds; and

WHEREAS, a public hearing on the question of the issuance of the Bonds has been held before City Council Members of the Fayetteville City Council on this day following the publication of a notice of such hearing in *Northwest Arkansas Democrat-Gazette*, a newspaper of general circulation within the City, not less than ten days before the date of the hearing.

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

Section 1. **Recognition of Board's Authority**. The Board is authorized by the Act and the Ordinance to approve the issuance of the Bonds in a principal amount of not to exceed Forty Million Dollars ($40,000,000) for the purpose of providing moneys to accomplish the Refunding (if necessary or desirable, as determined by the Obligor), to finance all or a portion of the costs of the 2025 Project, to fund interest during construction (if necessary or desirable), to fund a debt service reserve fund (if necessary or desirable), and to pay all or a portion of the costs of issuance, and shall comply with other provisions of the Act and the Ordinance.

Section 2. **Ratification of Board's Resolution**. The provisions of the Board Resolution, a copy of which is filed with the Fayetteville City Clerk and attached as Exhibit A, are hereby ratified by the City to the extent they are in agreement with this Resolution.

Section 3. **Bonds Not an Obligation of City**. By the adopting this Resolution, the City of Fayetteville assumes no liability or responsibility for the repayment of the Bonds. The Bonds are not a debt of or pledge of the credit of the City, and the City is not obligated to pay debt service on the Bonds.

Section 4. **Approval.** This resolution constitutes approval for the issuance of the Bonds for purposes of Arkansas Code Annotated § 19-6-601, *et seq.* and Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 5. **Severability**. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 6. **Repeal of Resolutions in Conflict**. All resolutions and parts of resolutions in conflict

herewith are hereby repealed to the extent of such conflict.

PASSED and **APPROVED** this the 16th day of December, 2025.

APPROVED:

By:_____
Molly Rawn, Mayor of Fayetteville

ATTEST:

By:_____
Kara Paxton, Fayetteville City Clerk/Treasurer

(SEAL)

CERTIFICATE

The undersigned, Kara Paxton, Fayetteville City Clerk/Treasurer of the City of Fayetteville, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council beginning at 5:30 o'clock p.m. on the 18th day of November, 2025. Such proceedings were open to the public at all times, advance public notice of the time and place of such proceedings was duly given in accordance with the Arkansas Freedom of Information Act, and the meeting and proceedings were otherwise held in such manner as to not violate any provision of the Arkansas Freedom of Information Act.

_____
Kara Paxton, Fayetteville City Clerk/Treasurer

(SEAL)

City of Fayetteville Staff Review Form

2025-2569

Item ID

12/16/2025

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

Keith Macedo	11/26/2025	CHIEF OF STAFF (070)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City Administration recommends that the Fayetteville City Council adopt the resolution ratifying the Fayetteville Public Facilities Board's approval of issuing up to $40,000,000 in Revenue Bonds for the Butterfield Trail Village Project. The proposed bonds will be issued solely by the Public Facilities Board and do not constitute a debt, liability, or obligation of the City of Fayetteville.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

Comments:

NWA media

Account #: STBTV2
Company: BUTTERFIELD TRAIL VILLAGE
1923 E Joyce Blvd
Fayetteville, AR 72703-5205
Ad number #: 557023
PO #:
Matter of: Fayetteville PFB- NPH

AFFIDAVIT • STATE OF ARKANSAS

I, Maria Hernandez-Lopez, do solemnly swear that I am the Legal Clerk of the **NWA Democrat Gazette**, a daily newspaper printed and published in WASHINGTON/BENTON county, State of ARKANSAS; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of :

Fayetteville PFB- NPH

Pending in the court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County, that said newspaper had been regularly printed and published in said county, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

And that there is due or has been paid the **NWA Democrat Gazette** for publication the sum of $300.96. (Includes $0.00 Affidavit Charge).

NWA Democrat Gazette 11/23/25; NWA nwaonline.com 11/23/25

Maria Hernandez Lopez
Legal Clerk

State of ARKANSAS, County of Sebastian,
Subscribed and sworn to before me on this 24th day of November, 2025

DL Brasher
NOTARY PUBLIC

DULCY BRASHER
MY COMMISSION EXPIRES
11-22-2032
NOTARY PUBLIC
COMM. # 12721620
SEBASTIAN COUNTY - ARKANSAS

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and pursuant to Arkansas Code Annotated Section 19-6-607, that a public hearing will be conducted on December 16, 2025, at 5:30 o'clock p.m., before the Mayor and/or representatives of the City Council of the City of Fayetteville, Arkansas, in the Fayetteville City Hall Council Chambers, Second Floor, 113 West Mountain Street, Fayetteville, Arkansas 72701, on the question of the issuance of revenue bonds (the "bonds") by The Fayetteville Public Facilities Board (the "Board") for the purpose of (a) refunding The Fayetteville Public Facilities Board Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "2016 Bond") and/or (b) financing all or a portion of the costs of acquiring, constructing, equipping, and furnishing the following improvements for Butterfield Trail Village, Incorporated, an Arkansas non-profit corporation (the "Corporation") that operates a residential life care retirement facility for the elderly: (i) a new assisted living facility to include particularly, without limitation, assisted living units, office space, health and wellness facilities, activity space, and dining facilities, (ii) renovations to the existing assisted living facility to convert the facility into independent living units, and (iii) parking facilities and campus infrastructure improvements (collectively, the "2025 Project"). The aggregate principal amount of the bonds allocable to the 2025 Project shall not exceed $32,000,000 and the aggregate principal amount of the bonds allocable to the refunding of the 2016 Bond shall not exceed $8,000,000. The bonds will be issued as "qualified 501(c)(3) bonds" as defined in Section 145 of the Code.

The initial owner and operator of the 2025 Project will be the Corporation. The 2025 Project will be located on the Corporation's approximately 48-acre campus at 1923 E. Joyce Boulevard, Fayetteville, Arkansas 72703. The Corporation is an Arkansas non-profit corporation and an organization described in Section 501(c)(3) of the Code.

The 2016 Bond was issued to (a) refund the Board's Refunding Revenue Bonds (Butterfield Trail Village Project, Series 2010 (the "2010 Bonds") and (b) finance costs of the following improvements for the Corporation: (i) acquiring, constructing, renovating, remodeling, equipping and furnishing common areas in the Main Residential Building, including particularly, without limitation, improvements to the main hallways, resident hallways, elevators, the library, meeting rooms, the game room, stairwells and atriums; (ii) acquiring, constructing, renovating, remodeling, equipping and furnishing the Health Care Center in the Main Residential Building, including particularly, without limitation, improvements to hallways, nursing stations, offices, meeting rooms, resident rooms, and auxiliary spaces, and (iii) acquiring, constructing, renovating, equipping and furnishing an approximately 17,200 square foot expansion to the Main Residential Building which included particularly, without limitation, a new lobby and entryway, a convocation room and offices (collectively, the "2016 Project"). The 2010 Bonds were issued to refund the Board's Adjustable Rate Demand Refunding Revenue Bonds, Series 2002 (Butterfield Trail Village Project), which were issued to refinance costs of acquiring, constructing and equipping the residential life care retirement facility (consisting of particularly, without limitation, residential units, a skilled nursing care center, recreational facilities and other related facilities) owned and operated by the Corporation (the "2002 Project"). The 2016 Project and the 2002 Project are located on the Corporation's approximately 48-acre campus at 1923 E. Joyce Boulevard, Fayetteville, Arkansas 72703.

The bonds shall be special obligations of the Board, secured by and payable from an assignment of the right to receive payments from the Corporation pursuant to a Loan Agreement between the Board and the Corporation, and such other collateral as may be provided by the Corporation. The obligations shall not constitute an indebtedness for which the faith and credit of the City are pledged.

At the hearing, any persons interested may express their views, both orally and in writing, on the proposed issuance of the bonds and the purposes for which the bonds are proposed to be issued. At such hearing all objections and suggestions will be heard and considered, and the City will take such action as is deemed proper in the premises.

Dated: November 20, 2025

November 23, 2025 557023

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ISSUER'S RETIREMENT FACILITIES REVENUE BONDS (BUTTERFIELD TRAIL VILLAGE PROJECT) (THE "BONDS") TO PROVIDE FUNDS TO (1) ACCOMPLISH THE REFUNDING OF AN OUTSTANDING BOND ISSUE AND/OR (2) FINANCE IMPROVEMENTS TO A RESIDENTIAL LIFE CARE RETIREMENT FACILITY IN FAYETTEVILLE, ARKANSAS FOR ELDERLY PERSONS AND FOR OTHER PURPOSES AS SET FORTH HEREIN; AUTHORIZING AN INDENTURE OF TRUST, A LOAN AGREEMENT, A BOND PURCHASE AGREEMENT AND PRELIMINARY AND FINAL OFFICIAL STATEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE SALE OF THE BONDS AND THE EXECUTION OF A BOND PURCHASE AGREEMENT; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, The Fayetteville Public Facilities Board (the "Issuer") has been organized and exists under the laws of the State of Arkansas as a public facilities board; and

WHEREAS, the Issuer is a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Arkansas (the "State"), including Title 14, Chapter 137 of the Arkansas Code of 1987 Annotated, as amended (the "Act"), and by Ordinance No. 2485, as amended (collectively, the "Ordinance"), of the Board of Directors (now the City Council) of the City of Fayetteville, Arkansas (the "City"), adopted on November 21, 1978; and

WHEREAS, the Ordinance and the Act authorized the Issuer to issue revenue bonds to finance residential housing, health care and related facilities to serve elderly persons so long as such facilities are secured by nonprofit corporations and to refund bonds issued for such purpose; and

WHEREAS, Butterfield Trail Village, Incorporated, an Arkansas nonprofit corporation (the "Obligor"), operates a residential life care retirement facility for the elderly known as "Butterfield Trail Village" consisting of independent living units, a skilled nursing care center and related facilities located on approximately 48 acres at 1923 E. Joyce Boulevard, Fayetteville, Arkansas, 72703; and

WHEREAS, the Issuer has previously issued its Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "2016 Bond"), which financed and refinanced improvements for the Obligor's facilities; and

WHEREAS, the Obligor has requested that the Issuer assist the Obligor in financing all or a portion of the costs of acquiring, constructing, equipping and furnishing (i) a new assisted living facility to include particularly, without limitation, assisted living units, office space, health and wellness facilities, activity space, and dining facilities, (ii) renovations to the existing assisted living facility to convert the facility into independent living units, and (iii) parking facilities and campus infrastructure improvements (collectively, the "2025 Project"); and

WHEREAS, the Obligor has advised the Issuer that in connection with the 2025 Project, it may be necessary or desirable for the Issuer to further assist the Obligor by refunding the 2016 Bond; and

WHEREAS, for the purposes set forth in the Ordinance, and in order to assist the Obligor, the Issuer desires to issue not to exceed $40,000,000 in principal amount of its Retirement Facilities Revenue Bonds (Butterfield Trail Village Project) (the "Bonds") to provide funds to (a) accomplish the refunding of the 2016 Bond (if necessary or desirable) (the "Refunding"); (b) finance all or a portion of the costs of the 2025 Project; (c) fund interest during construction; (d) fund a debt service fund; and (e) pay a portion of the costs of issuance; and

WHEREAS, the Bonds will be limited obligations of the Issuer and will be payable from amounts payable by the Obligor under the Loan Agreement (as hereinafter defined) and will be secured as set forth in the Loan Agreement and in the Master Trust Indenture, Mortgage and Security Agreement, dated as of the dated date of the Bonds, as amended and supplemented from the time to time (the "Master Indenture"), by and between the Obligor and Centennial Bank, or such other corporate trustee selected by the Obligor and reasonably acceptable to the Issuer, as Master Trustee; and

WHEREAS, there has been presented to this meeting the form of the following instruments which the Issuer proposes to execute to carry out the transactions described herein, copies of which instruments shall be filed with the records of the Issuer:

(a) a Bond Purchase Agreement (the "Bond Purchase Agreement") among the Issuer, the Obligor, and B. C. Ziegler and Company (the "Underwriter");

(b) a Loan Agreement (the "Loan Agreement") between the Issuer and the Obligor;

(c) an Indenture of Trust (the "Indenture") between the Issuer and Centennial Bank, or such other corporate trustee selected by the Obligor and reasonably acceptable to the Issuer, as Trustee (the "Trustee"); and

(d) a Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTEVILLE PUBLIC FACILITIES BOARD, AS FOLLOWS:

Section 1. The Issuer hereby finds that the issuance of the Bonds to accomplish the Refunding (if necessary or desirable) and to finance all or a portion of the costs of the 2025 Project will assist in providing residential housing, health care and related facilities to serve elderly persons in the City and, therefore, should be accomplished.

Section 2. The issuance of the Bonds in the principal amount of not to exceed $40,000,000 is hereby authorized. The Bonds shall be designated "The Fayetteville Public Facilities Board Retirement Facilities Revenue Bonds (Butterfield Trail Village Project);" shall be issued in the form and denominations; shall be dated; shall be numbered; shall mature not later than December 1, 2060;

shall have a true interest cost (after taking into account original issue discount and premium and Underwriter's discount, but excluding costs of issuing the Bonds) of not greater than 6.25%; and shall be subject to redemption prior to maturity, upon the terms and conditions recommended by the Obligor and to be set forth in the Indenture. The Bonds shall include a series designation reflecting the year in which the Bonds are issued, and, if the Bonds are issued to accomplish the Refunding, such series designation may include the phrase "Refunding and Improvement." The maturity schedule and the interest rate per maturity shall be approved by the Chairman or Vice Chairman of the Issuer. The Bonds may be divided into multiple series if taxable and tax-exempt bonds are being issued, if advantageous for planning purposes or if necessitated for federal income tax purposes, as determined by the Chief Financial Officer of the Obligor, and, if multiple series are issued, each series shall have a letter designation, commencing with "A." As determined by the Obligor, the Bonds may be issued to provide funds to accomplish all or any combination of the purposes authorized hereby.

Section 3. Within the parameters described in Section 2 of this Resolution and in accordance with the request of the Obligor that the sale of the Bonds be made on a negotiated basis, the Bonds shall be sold to the Underwriter for the purchase price (which shall include an Underwriter's discount not greater than 1.50%), plus accrued interest, if any, from the date of the Bonds to the date of delivery, and upon the terms and conditions set forth in the Bond Purchase Agreement. The Chairman, Vice Chairman and Secretary are each hereby authorized and directed to execute and deliver, for and on behalf of the Issuer, the Bond Purchase Agreement to the Underwriter and the Obligor. In addition to the compensation in the form of Underwriter's discount, the Underwriter shall be entitled to such other compensation and to the reimbursement of such expenses as shall be agreed upon by the Obligor and the Underwriter so long as such amounts are payable from proceeds of the Bonds or by the Obligor.

Section 4. To prescribe the terms and conditions upon which the Bonds are to be executed, issued, accepted, held and secured, the Chairman, Vice Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Indenture to the Trustee.

Section 5. There is hereby authorized the loaning of the proceeds of the Bonds to the Obligor in accordance with the provisions of the Loan Agreement. The Chairman, Vice Chairman, and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Loan Agreement to the Obligor.

Section 6. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute the Bonds, by manual or facsimile signature, and to cause the Bonds so executed and authenticated to be delivered to or at the direction of the Underwriter upon payment of the purchase price.

Section 7. The Preliminary Official Statement is hereby approved and the Chairman or Vice Chairman of the Issuer are hereby authorized to declare the same to be final as of its date in accordance with the provisions of Rule 15c2-12 under the Securities Exchange Act of 1934 to the extent it is applicable to the sale of the Bonds. The Chairman or Vice Chairman of the Issuer are authorized to execute the Preliminary Official Statement and a final Official Statement. The Preliminary Official Statement and final Official Statement are authorized to be distributed to various prospective and actual purchasers of the Bonds for and on behalf of the Issuer.

Section 8. The Bond Purchase Agreement, the Loan Agreement, the Indenture and the Preliminary Official Statement (collectively, the "Bond Documents") shall be in substantially the forms submitted to this meeting, which are hereby approved, with such omissions, insertions and changes as may be approved by the officers executing them, their execution to constitute conclusive evidence of their approval of any such omissions, insertions and changes. The Bond Documents have been prepared and presented to the Issuer assuming that the Bonds will be issued to accomplish both the Refunding and the 2025 Project. In the event that the Obligor advises the Chairman of the Issuer that it is not necessary or advisable to accomplish the Refunding, the Chairman, Vice Chairman, and Secretary of the Issuer are each authorized to approve, accept, and execute the Bond Documents with revisions that the Obligor advises are necessitated by the 2016 Bond remaining outstanding after the issuance of the Bonds. The signature of the Chairman, Vice Chairman or Secretary on each of such documents shall evidence approval and acceptance thereof.

Section 9. The Chairman, Vice Chairman, Secretary and other officers of the Issuer, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the instruments approved by this Resolution and the performance of all obligations of the Issuer thereunder, the issuance, execution and delivery of the Bonds, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. The Chairman, Vice Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute the Bond Documents and all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof. The Secretary of the Issuer is hereby authorized to acknowledge and attest the signatures of the Chairman and the Vice Chairman and to execute such other documents as may be required in connection with the issuance of the Bonds.

Section 10. The Issuer will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the undertakings described in this Resolution or as it may deem appropriate in pursuance thereof.

Section 11. The Secretary shall maintain, as a part of the minutes of the meeting at which this Resolution is adopted and the permanent records of the Issuer, for inspection by any interested person, copies of the Bond Documents.

Section 12. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, or in any Bond, or in the Bond Documents, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such or board member, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Bond Documents and the issuance of the Bonds.

Section 13. The Bonds are limited obligations of the Issuer, payable solely from the revenues and other funds and money pledged and assigned under the Bond Documents. Neither the Issuer, nor the State of Arkansas, nor Washington County, Arkansas, nor the City, nor any public agency (except the Issuer, to the limited extent set forth in the Bond Documents) shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Bonds, or for the performance of any pledge, obligation or agreement of any kind whatsoever except as set forth in the Bond Documents, and none of the Bonds or any of the Issuer's agreements or obligations shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Issuer has no taxing power.

Section 14. The Issuer will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to or at the direction of the Underwriter, so that they will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed, alone or in conjunction with the Obligor or any officer, employee, consultant or agent of the Obligor, to deliver a certificate for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 of the Code and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel which is provided to the Obligor.

Section 15. The Chairman, the Vice Chairman, and the Secretary of the Issuer be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions, agreements or other papers and perform all other acts (including without limitation the filing of any financing statements or any other documents to create and maintain a security interest in the collateral pledged under the Bond Documents) as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 16. The Chairman of the Issuer is hereby authorized and directed to work with Friday, Eldredge & Clark, LLP, as Bond Counsel, and officials of the Obligor to review and revise as needed written procedures to assist the Obligor in monitoring compliance with federal tax requirements with respect to tax-exempt obligations issued by the Issuer for the benefit of the Obligor. It is understood that the policies to be reviewed and/or revised by such written procedures will be adopted and established by the Obligor on behalf of the Issuer for tax-exempt obligations issued by the Issuer for the benefit of the Obligor.

Section 17. The Bonds shall not be issued and delivered by the Issuer unless and until a public hearing is held with respect to the Bonds and unless and until the City Council of the City shall have adopted a resolution ratifying the adoption by the Issuer of this Resolution.

Section 18. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 19. All prior resolutions or portions thereof of the Issuer which are inconsistent with the contents hereof are hereby repealed.

Section 20. This Resolution shall become effective immediately upon its passage and approval.

[Signature Page to Follow.]

Adopted and approved this 12th day of November, 2025.

THE FAYETTEVILLE PUBLIC FACILITIES BOARD

By _____
Chairman

ATTEST:

_____
Secretary

(SEAL)

[Signature Page to Resolution.]

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2483

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Willa Thomason, Urban Forester

SUBJECT: **VAC-2025-0026: Vacation (3600 N. GREGG AVENUE/COMMERCIAL REALTY, LLC, 172): Submitted by COMMERCIAL REALTY, LLC for property located NORTH OF 3600 N. GREGG AVENUE in WARD 3. The property is zoned UT, URBAN THOROUGHFARE AND P-1, INSTITUTIONAL and contains approximately 17.3 acres. The request is to vacate a 0.10-acre portion of a tree preservation easement.**

RECOMMENDATION:
Staff recommends approval of **VAC-2025-0026** as shown in the attached Exhibit 'B', with the following conditions:

- A (5,534 sq. ft.) tree preservation easement totaling 5,534-square feet shall be dedicated on parcel 765-15772-010, as shown in Exhibit B;
- All invasive species shall be removed prior to the dedication of said tree preservation easement, as well as within any other tree preservation easements to be dedicated in line with the associated development;
- 22 mitigation trees shall be planted within the 5,534 sf tree preservation easement prior to dedication (as calculated by dividing the square footage of the area to be vacated (4850 sf) by 218 sf base density forestation per acre);
- The proposed vacation and dedications will occur with the easement plat submittal for the proposed development.

BACKGROUND:
The subject property is located at the northeast corner of the intersection of N. Gregg Ave. and W. Van Asche Dr., approximately 0.3 miles north of the Fulbright Expressway. In 2008, the City acquired the property on parcel 765-28354-000 from the original developer. At the same time, a tree preservation easement (TPE) was dedicated, and several utility easements were shown on the plat, including a 30-foot wide “exception for sewer easement” (Exhibit D). Between 2008 and 2010, improvements included the construction of a retaining wall along the east side of the property and the installation of a sewer line running across the TPE; however, likely due to the economic downtown an recession in the late-2000s, work was never finalized and the sewer line easement was not recorded. The Twin Creeks development needs either to vacate a small portion of the existing TPE to tie into this existing sewer line or to directionally bore a new line underneath the TPE. Directionally boring a new sewer line would not involve a TPE easement vacation or utility easement dedication as repairs to the previously-installed main would also be conducted via directional boring; however,

the applicant's preference is to test, repair, and utilize the existing line, following a partial vacation of the TPE.

Request: The applicant proposes to vacate 4,850 sf, or 0.1 acres of a 15.4-acre tree preservation easement on the property that was dedicated in 2008.

DISCUSSION:
The property and proposed development has access to an existing sewer main along N. Gregg Ave. Per Engineering Division evaluation however, this line is a force main that the developer cannot tie into. As an alternative, both Engineering and Utilities staff expressed support for utilization of the existing sewer line within the existing TPE, given that long-term maintenance of that line will be more efficient than maintenance of a new directionally bored line.

Aerial imagery of the site shows the portion of the existing TPE west of the Razorback Greenway and east of the subject property's wall consists of a young stand of trees which began to establish after 2008. Urban forestry staff visited the existing TPE and noted primarily small, first-successional species such as honeylocust (Gleditsia triacanthos) in the area to be vacated. Invasive species including privet (Ligustrum japonicum) and bush honeysuckle (Lonicera maackii) are also present. The proposed easement area consists primarily of immature mesic species such as black willow (Salix Nigra) and sycamore (Platanus occidentalis). The site is situated within the Scull Creek corridor, and most of the site features hydric soils.

As stated in Ordinance 6896, and amendment to UDC §167.04(L)(2) adopted on July 15, 2025, “The geographic extent and location of tree preservation easements, once recorded, may only be vacated in whole or in part with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville and its residents and businesses.” Staff believe the increase of roughly 680 sf of tree preservation easement for the City following the proposed vacation and dedication of a new tree preservation easement, in conjunction with the following conditions of approval to improve the condition of the dedicated easement, will justify this vacation.

The Urban Forestry Advisory Board reviewed this proposed vacation at the November 4, 2025 meeting, and voted in favor of the proposed dedication and the conditions to remove invasive species from and plant mitigation trees within the new tree preservation easement to be dedicated on parcel 765-15772-010. Staff have not received any other public comment on this item.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. (Exhibit A-1) Pages 1-4 from 2009-01-12 - Agendas - Final, 5. (Exhibit A-2) 2009-01-12 Minutes, 6. (Exhibit B) Proposed Tree Preservation Dedication Area, 7. (Exhibit C) Twin Creeks (Lot 20 2009 Plans) Page 16 for City Sign Off, 8. (Exhibit D) Waterline Sewer 1468_asbuilt001, 9. (Exhibit E) Consent of Owner Form - Mayor Signature 11.10.2025, 10. (Exhibit F1) Tree Preservation Abandonment - Legal Description, 11. (Exhibit F2) UFAB Tree Pres Easement Application (Executed)

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

File #: 2025-2483

AN ORDINANCE TO APPROVE THE VACATION OF A 4,850 SQUARE FOOT PORTION OF A TREE PRESERVATION EASEMENT LOCATED NORTH OF 3600 NORTH GREGG AVENUE CONTINGENT ON THE DEDICATION OF A REPLACEMENT TREE PRESERVATION EASEMENT TOTALING 5,534 SQUARE FEET AND OTHER CONDITIONS

WHEREAS, a developer would like to vacate approximately 4,850 square feet of the existing tree preservation easement located on City-owned property at the northeast corner of North Gregg Avenue and West Van Asche Drive to allow a proposed development to tie into an existing sewer line; and

WHEREAS, the developer has offered to dedicate an additional 5,534 square feet of tree preservation easement and satisfy other conditions recommended by the Urban Forester.

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 determines that the developer adjacent to the City-owned property (Parcel No. 765-28354-000) that is covered by a dedicated tree preservation easement has proven to the City Council's satisfaction that the vacation of a portion of the tree preservation easement, as shown in Exhibit B to the staff memo attached to this Ordinance, is in the best interest of the City of Fayetteville and therefore grants the request to vacate the existing tree preservation easement as to those 4,850 square feet.

Section 2: The vacation and abolishment of the 4,850 square feet of tree preservation easement shall not be effective until the following conditions are satisfied:

1. Dedication of approximately 5,534 square feet of tree preservation easement on Parcel No. 765-15772-010, as shown in Exhibit B to the staff memo attached to this Ordinance, which will occur with the easement plat submittal for the proposed development.
2. Removal of all invasive species prior to the dedication of the new tree preservation easement.
3. Planting of 22 mitigation trees with three (3) year maintenance or bonding agreements within the proposed tree preservation easement.

City of Fayetteville Staff Review Form

2025-2483

Item ID

12/16/2025

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

Willa Thomason	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0026: Vacation (3600 N. GREGG AVENUE/COMMERCIAL REALTY, LLC, 172): Submitted by COMMERCIAL REALTY, LLC for property located NORTH OF 3600 N. GREGG AVENUE in WARD 3. The property is zoned UT, URBAN THOROUGHFARE AND P-1, INSTITUTIONAL and contains approximately 17.3 acres. The request is to vacate a 0.10-acre portion of a tree preservation easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Exhibit A-1

Fayetteville
ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

AGENDA FOR A MEETING OF THE PLANNING COMMISSION
Monday, January 12, 2009, 5:30 p.m.
Room 219, City Administration Building

ORDER OF PLANNING COMMISSION MEETING

A. Introduction of agenda item – Chair

B. Presentation of Staff Report

C. Presentation of request – Applicant

D. Public Comment

E. Questions & Answer with Commission

F. Action of Planning Commission (Discussion & Vote)

NOTE TO MEMBERS OF THE AUDIENCE

If you wish to address the Planning Commission on an agenda item please queue behind the podium when the Chair asks for public comment. Public comment occurs after the Planning Staff has presented the application and will only be permitted during this part of the hearing for each item. Members of the public are permitted a maximum of 10 minutes to speak; representatives of a neighborhood group will be allowed 20 minutes. The applicant/representative of an application before the Planning Commission for consideration will be permitted a maximum of 20 minutes for presentation.

Once the Chair recognizes you, go to the podium at the front of the room and give your name and address. Address your comments to the Chair, who is the presiding officer. He/She will direct them to the appropriate appointed official, staff member or others for response. Open dialogue will not be permitted: please ask any questions, and answers will be provided once public comment has been closed. **Please keep your comments brief, to the point, and relevant to the agenda item being considered so that everyone has a chance to speak.**

Please, as a matter of courtesy, refrain from applauding or booing any speakers or actions of the Planning Commission.

2009 Planning Commissioners

Sean Trumbo
Lois Bryant Matthew Cabe
James Graves Porter Winston
Audy Lack Christine Myres
Jeremy Kennedy Jill Anthes

Fayetteville
ARKANSAS

TENTATIVE AGENDA

The City of Fayetteville, Arkansas

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

AGENDA FOR A MEETING OF THE PLANNING COMMISSION
Monday, January 12, 2009, 5:30 p.m.
Room 219, City Administration Building

The following items will be considered:

Consent Agenda:

1. Approval of the minutes from the Monday, December 8, 2008 meeting.

2. LSD 08-3133: (TWIN CREEKS VILLAGE/VAN ASCHE, 172): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at LOT 20, CMN BUSINESS PARK II PH. III, NE OF GREGG AND VAN ASCHE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 5.85 acres. The request is for four 7500 s.f. office buildings with associated infrastructure.
Planner: Jesse Fulcher

3. LSD 08-3167: (CULLS II, 717): Submitted by CLAY GROTE HGM CONSULTANTS, INC. for property located at 585 W. WILLOUGHBY ROAD. The property is zoned I-1, HEAVY COMMERCIAL/LIGHT INDUST and contains approximately 2.69 acres. The request is for 24,250 s.f. of office and warehouse space.
Planner: Jesse Fulcher

4. ADM 08-3185: (BUNGALOWS AT CATO SPRINGS FINAL PLAT MODIFICATION, 600): Submitted by BURKE LARKIN FOR THE BUNGALOWS AT CATO SPRINGS Subdivision on the NORTH SIDE OF CATO SPRINGS ROAD, WEST OF CLINE AVENUE. The property is zoned R-PZD 05-1979, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 5.52 acres. The request is to modify condition of approval No. 19 from the final plat approval regarding a vegetated buffer on the east property line. Planner: Andrew Garner

Unfinished Business:

5. CUP 08-3158: (WILKINS / S. ARCHIBALD YELL, 523): Submitted by COLLIN WILKINS for property located at 275-2 SOUTH ARCHIBALD YELL BOULEVARD. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.33 acres. The request is for a Tattoo Shop in the DG, DOWNTOWN GENERAL, zoning district. Planner: Dara Sanders

New Business:

6. RZN 08-3180: (MOUNTAIN RANCH PH.1/5 LOTS, 478): Submitted by JORGENSEN & ASSOC for property located at LOTS 118,94,95,96,97 IN THE MOUNTAIN RANCH S/D PHASE I. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.50 acres. The request is to rezone the subject property to RT-12, Residential Multi-family, 12 units per acre. Planner: Dara Sanders

THE APPLICANT HAS REQUESTED THIS ITEM BE TABLED TO JANUARY 26, 2009

7. VAC 08-3181: (KIRK ELSASS / ROCKCLIFF RD.): Submitted by KIRK ELSASS for property located at 619 N. ROCKCLIFF ROAD. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 0.27 acres. The request is to vacate a portion of a drainage easement on the subject property.
Planner: Jesse Fulcher

8. CUP 08-3173: (SOUTH MOUNTAIN DEVELOPMENT, LLC, 719-758): Submitted by I.SCHWARTZMAN, S. ANDERSON SOUTH MOUNTAIN DEVELOPMENT, LLC for property located BETWEEN 200 & 400 WILLOUGHBY ROAD. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 21.37 acres. The request is for 2 tandem lots. Planner: Dara Sanders

9. LSP 08-3172: (SOUTH MOUNTAIN DEVELOPMENT, 719-758): Submitted by I.SCHWARTZMAN, S. ANDERSON SOUTH MOUNTAIN DEVELOPMENT, LLC for property located at BETWEEN 200 & 400 WILLOUGHBY ROAD. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 21.37 acres. The request is to divide the subject property into 4 tracts of 3.86, 5.53, 8.04, and 3.94 acres. Planner: Dara Sanders

10. CUP 08-3145: (FAYETTEVILLE DEPOT, LLC, 484): Submitted by KRISTIN KNIGHT for property located at 550 W. DICKSON STREET. The property is zoned MSC, MAIN STREET CENTER. The request is to renew the 3 year Conditional Use Permit for a temporary parking lot on the subject property. Planner: Andrew Garner

11. CUP 08-3176: (T-MOBILE / WILLIAMS DRIVE, 486): Submitted by KAYLA KRAMER CLS GROUP for property located at 325 WILLIAMS DRIVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.45 acres. The request is for a co-location by T-Mobile on the existing Cox Communications tower on the subject property. Planner: Andrew Garner

12. R-PZD 08-3170: (THE COVES @ WALNUT CRSG. PH.III, 555): Submitted by MIKE ANDERSON for property located at THE WESTERN EDGE OF CITY OF FAYETTEVILLE CITY LIMITS AND NORTH OF HWY. 62. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 10.51 acres. The request is for review of a Zoning, Land Use and Development plan with 38 single-family lots.
Planner: Jesse Fulcher

All interested parties may appear and be heard at the public hearings. A copy of the proposed amendments and other pertinent data are open and available for inspection in the office of City Planning (575-8267), 125 West Mountain Street, Fayetteville, Arkansas. All interested parties are invited to review the petitions. Interpreters or TDD for hearing impaired are available for all public hearings; 72 hour notice is required. For further information or to request an interpreter, please call 575-8330.

Exhibit A-2

MINUTES OF A MEETING OF THE PLANNING COMMISSION

A regular meeting of the Fayetteville Planning Commission was held on January 12, 2009 at 5:30 p.m. in Room 219, City Administration Building in Fayetteville, Arkansas.

ITEMS DISCUSSED	ACTION TAKEN
MINUTES: December 8, 2008 Page 3	Approved
LSD 08-3133: (TWIN CREEKS VILLAGE/VAN ASCHE, 172) Page 3	Approved
LSD 08-3167: (CULLS II, 717) Page 3	Approved
ADM 08-3185: (BUNGALOWS AT CATO SPRINGS FPL MODIFICATION) Page 4	Tabled
CUP 08-3158: (WILKINS / S. ARCHIBALD YELL, 523) Page 5	Approved
RZN 08-3180: (MOUNTAIN RANCH PH. 1/5 LOTS, 478) Page 10	Tabled
VAC 08-3181: (KIRK ELSASS / ROCKCLIFF RD., 449) Page 11	Tabled
CUP 08-3173: (SOUTH MOUNTAIN DEVELOPMENT, 719-758) Page 12	Approved
LSP 08-3172: (SOUTH MOUNTAIN DEVELOPMENT, 719-758) Page 12	Approved
CUP 08-3145: (FAYETTEVILLE DEPOT, LLC, 484) Page 14	Tabled
CUP 08-3176: (T-MOBILE / WILLIAMS DR., 486) Page 15	Approved
R-PZD 08-3170: (THE COVES AT WALNUT CROSSING, 555) Page 17	Forwarded

A DVD copy of each Planning Commission meeting is available for viewing in the Fayetteville Planning Division.

MEMBERS PRESENT	**MEMBERS ABSENT**
Jill Anthes	
Lois Bryant	
Matthew Cabe	
James Graves	
Jeremy Kennedy	
Audy Lack	
Christine Myres	
	Sean Trumbo
Porter Winston	

STAFF PRESENT	**STAFF ABSENT**
Jeremy Pate	
Andrew Garner	
Jesse Fulcher	
Dara Sanders	

CITY ATTORNEY:

Kit Williams

Planning Commission Vice Chair Audy Lack called the meeting to order.

Commissioner Lack requested for all cell phones to be turned off, and informed the audience that listening devices were available. Upon roll call, all members were present with the exception of **Commissioner Trumbo**.

Consent:

Approval of the minutes from the December 8, 2008 Planning Commission meeting.

LSD 08-3133: (TWIN CREEKS VILLAGE/VAN ASCHE, 172): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at LOT 20, CMN BUSINESS PARK II PH. III, NE OF GREGG AND VAN ASCHE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 5.85 acres. The request is for four 7,500 s.f. office buildings with associated infrastructure. Planner: Jesse Fulcher

LSD 08-3167: (CULLS II, 717): Submitted by CLAY GROTE HGM CONSULTANTS, INC. for property located at 585 W. WILLOUGHBY ROAD. The property is zoned I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL and contains approximately 2.69 acres. The request is for 24,250 s.f. of office and warehouse space. Planner: Jesse Fulcher

Motion:

Commissioner Graves made a motion to approve the consent agenda. **Commissioner Anthes** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

Old Business:

ADM 08-3185: (BUNGALOWS AT CATO SPRINGS): Submitted by BURKE LARKIN for the Bungalows at Cato Springs Subdivision on the NORTH SIDE OF CATO SPRINGS ROAD, WEST OF CLINE AVENUE. The property is zoned R-PZD 05-1979, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 5.52 acres. The request is to modify condition of approval No. 19 from the final plat approval regarding a vegetated buffer on the east property line. Planner: Andrew Garner

Andrew Garner, Senior Planner, stated that the applicant had requested this item be tabled to the January 26, 2009 Planning Commission meeting.

Motion:

Commissioner Graves made a motion to table the request to the January 26, 2009 Planning Commission meeting. **Commissioner Cabe** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

CUP 08-3158: (WILKINS / S. ARCHIBALD YELL, 523): Submitted by COLLIN WILKINS for property located at 275-2 SOUTH ARCHIBALD YELL BLVD. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.33 acres. The request is for a Tattoo Shop in the DG, DOWNTOWN GENERAL zoning district.

Dara Sanders, Current Planner, gave the staff report, discussing findings of economic impact and compatibility that have been expanded since the previous planning commission meeting. Based on the application and review of the request, staff recommends approval of the project request, with conditions as listed in the staff report.

Collin Wilkins, applicant, discussed traffic issues brought up at the previous meeting. At the last meeting it was said that this intersection is a deathtrap. I strongly disagree. The approach is 50' wide between the curb cuts, there is plenty of room to pull in and out. Visibility is not an issue. I only have on average 3-5 customers per day, so I don't understand the traffic issue. Regarding property values, as discussed in the staff report property values surrounding Knight Times tattoo have gone up since that business has been there. That tattoo shop did not drive down the surrounding property value, so that's not an issue. Regarding the contamination issue, the only way you are going to get contaminated is if I use dirty needles. He discussed State health regulations, inspections, licensing equipment. He discussed disposal of needles; used needles go in a sharps container and are disposed of at a medical store. The contamination factor is not a factor. He discussed the name, and originally wanted Southside Tattoo, but it was used elsewhere. He has spent $900 on the name of business and sign, and can't afford to change it. He is not happy with the look of the temporary signage on the side of the building and will be removing that regardless of tonight's decision. Regarding character, he is not sure if they're talking about the name of the business or the clientele. Going rate for a tattoo is $100/hour, so trouble-makers aren't going to be flocking to my shop because it's a tattoo shop. I feel this is a form of discrimination on my business, and the comments don't hold water. In the staff report there is evidence to contradict every complaint made. He discussed signatures on a petition in the neighborhood that approve of his being there. The facts disprove these complaints.

Public comment:

Alan Ostner, President of Jennings Plus Neighborhood Association, the neighborhood area is across the street from Lowlife Tattoo. I was here last time. I won't reiterate everything I said. I had a petition last time of property owners who don't think this establishment is compatible. I don't know Mr. Wilkins. I don't have a problem with the establishment, I have a problem with the location. The Fayetteville Unified Development Code allows Use Unit #17 as a Conditional Use; so it's not a form of discrimination. Conditional Use Permits get denied all the time. The staff report says there are all sorts of businesses around it, including restaurants, and auto parts stores, but they're all a quarter-mile away. I can't see any of that from here. He discussed Bungalow Babies (daycare) one house up the street. I have concern with Lowlife Tattoo being next door. I have conflicting opinions about part of the staff report. I appreciate the research on other cities allowing this use as a use by right, but we don't. Why didn't the City Council and the people of Fayetteville say this use should be allowed by right in this zoning district? I don't feel it is compatible next to upscale retail establishment that will be coming in with Mr. Ball. I don't feel this tattoo parlor is a touchstone for future development in this site. I think this is an incompatible use and I wish for you to turn it down

it tonight.

Rebecca Latourette, citizen, owns property at 205 W. South St., half-block from this business. This business has demonstrated a lack of regard for compliance by starting this business and continuing to operate without a permit. A person is entitled to call their business whatever they want, but the fact of the matter is this business is not permitted by zoning. I don't know if this person is the owner of the building or renting, but it might have made a difference. I understand this business is open until 11:00 PM, which may impact people that live nearby. Whether the signatures on the applicant's petition are owners or renters makes a difference. I cannot compare this business to Knight Times, because that's surrounded by businesses. It is not the same with this piece of property, which is surrounded by residential housing. I am asking you to turn down this request for Conditional Use Permit.

J.R. Ball, citizen, stated he owns building to the southwest at 118 W. South St. I bought the building in 2008. I have mixed emotions about this. I am opposed to it because of what I'm trying to do with this building. On the surface the business seems clean, and I've seen no problems while we've been under construction. However, the perception of the public moves me to be opposed to this. We have 5,000 square feet we are turning into retail/fashion design and art studio, art shows, etc. The renovations are costing a lot of money. I have to be in opposition.

Dede Peters, citizen, owns an art gallery on Mountain Street. She quoted a study from 2006 showing that 36% of Americans aged 18-25 have a tattoo, and 40% of Americans between 26 and 40 have a tattoo. So tattoos are mainstream and no longer underground. If the City required a business license, this could have been avoided. I believe tattoo shops, currently considered as Use Unit 17, should be Use Unit 15, like the barber shop. There are some salons in town that offer cosmetic tattoos and are allowed under their use unit. Tattooing requires skill, it is entrepreneurial, provides income tax, is a local business contributing to the local economy. The tattoo industry falls in the creative sector, the 3rd largest economy in the State. As a person doing business downtown, I feel it's vital to have retail on the street level, and continue to be hospitable to the entrepreneurial spirit. With the amount of people that have tattoos today, I feel some of the opinions expressed are prejudiced, uneducated, and elitist.

Richard Russell, citizen, stated he lives at 401 S. College and has seen a lot of changes in the neighborhood since 2001. I was encouraged when planning got involved in the area. I was a beneficiary of the rezoning, and the fresh look at the area. During these years, I've seen quite a few cases of people leaving and coming in, improving the area. I believe we should take some time and let the planning take shape into reality. I haven't had long enough to see the good that can come from that careful and extended effort. For some reason, this use is not allowed, so let's be considerate of that and work with some things that are allowed.

Christy Zweig, neighbor, stated she lives directly behind the building Mr. Ball bought. I have two tattoos, but still don't think it's appropriate. I have invested a lot of money in my nearby property. The owner of this business has said he doesn't have enough money to even change the name, so obviously it's not a thriving business. Regardless of what it is, we don't need a business that's not thriving. It won't be compatible with Mr. Ball's development, with the retail going in there.

Susan Pocrivnak, citizen, lives on West Fourth Street, discussed pierced ears coming into style in the 1960's. It was an anomaly then, but now quite common. Things change. She discussed tattoos and the neighborhood area. The tattoo shop looks the nicest in the area. I think "Lowlife" is tongue-in-cheek and supposed to be funny. It's an art form. She stated that she is in support of the request.

Bob Stack, citizen, stated he was a retired real estate agent. I would like to see this approved. Mr. Ball is doing a great job with what used to be next door. Tattoo is an art and conforms to the neighborhood. As for the previous comment about having invested lots of money in nearby property; when that money was invested, there was an adult novelty shop next door. This didn't just happen. I think it's compatible. I don't see a big difference between this shop and a barber shop across the lot.

Laverne Cooper, citizen, stated she uses the corridor a lot. I noticed this portion of town was looking better. A few days later, we see "Lowlife" on the building. We thought it was graffiti. I don't think it's compatible with the neighborhood.

No more public comment was received.

Commissioner Kennedy asked if the needles don't mix with the regular trash.

Wilkins described the needle disposal process. Needles go into the sharps container and never touch the trash; never go near it.

Commissioner Cabe asked if we can hold the fact that he opened a business without a permit against him.

Kit Williams, City Attorney, stated it is not one of the specific conditions. The major consideration is compatibility. Once we began the Conditional Use Permit process, enforcement of the violations were suspended.

Jeremy Pate, Director of Current Planning, discussed business licenses, Certificates of Zoning Compliance. If businesses apply for a sign permit, building permit, etc., staff requires a Certificate of Zoning Compliance. It's the best mechanism we've found for catching businesses that are operating without a Certificate of Zoning Compliance.

Commissioner Cabe asked for clarification about Conditional Use Permits and whether the use is technically "allowed."

Williams stated that it is not a use by right, where you would automatically have a right to put in the use. It's certainly not illegal as long as the Planning Commission would grant the use. It's a use that's questionable, where City Council feels it should sometimes be allowed and sometimes not be allowed. That's why they make it a Conditional Use, to let the Planning Commission review the situations. The real issue is general compatibility with adjacent properties and other properties within the district. It's not defined very precisely because I don't think it can be. It's something where you have to listen to the neighbors and use your own judgment on.

Commissioner Winston asked if this is in the Fayetteville Arts District boundary.

Pate stated that for the most part it follows the downtown district boundary.

Commissioner Anthes described boundaries of the Fayetteville Arts District as being the downtown district, plus a finger that includes the Mill District and down 6th Street to incorporate some studios there. The district also extends south to the former Jefferson School.

Commissioner Winston asked if the boundary runs down Archibald Yell Blvd.

Commissioner Anthes said she does not recall, specifically.

Commissioner Winston asked about the boundary of the Walker Park neighborhood.

Pate stated that the northern boundary of that neighborhood was along Archibald Yell.

Commissioner Anthes asked about space currently used on the site as storage. Is storage a use allowed in downtown zoning right now?

Pate stated that it was, as long as it was ancillary to another use.

Commissioner Anthes asked if staff has looked into storage at that location. Is it ancillary?

Sanders stated that they have, and it is an ancillary use.

Commissioner Anthes stated that although Mr. Wilkins may not have done himself any favors with his neighbors by selecting the business name he did, the name of the business is protected by the First Amendment of the U.S. Constitution. Another thing that has been distressing me from the general discussion tonight is the implication that a tattoo artist is an undesirable that will make neighborhoods lose their value and corrupt their children. Tattoo artists are licensed professionals; they do apprenticeships, take written exams, pay license fees, and are subject to regular inspections by the State Health Department. I feel we need to take them on that professional level and not ascribe a negative perception to them that may be prejudicial or incorrect. There have also been comments made tonight about how the investment of dollars in this small business is somehow unequal to or of less worth than other investments made in the area. I don't think that is correct, either. We see many Conditional Use Permits come through after the fact, but I find it's most often because of not knowing the City procedures, rather than a blatant disrespect for the law. I'd like staff to tell us what is included in Use Unit 17 besides tattoo shops, because individual uses aren't called out for as permissible or impermissible, they are together in a group, and the flavor of that group is what makes it a use by right or a conditional use.

Pate read the uses included in Use Unit 17 from the Unified Development Code. You will often see some of the included uses in other Use Units, which often poses a challenge in similar situations.

Commissioner Anthes stated that it solidifies her point. I was one of the Commissioners who evaluated the Downtown Master Plan zoning districts, and we went through it use unit by use unit

and made recommendations to City Council about what we thought should be allowed by right and what should not be allowed. I believe my vote would have been that this was a use unit that provided an intensity of use that shouldn't be automatically approved in the Downtown General zoning district, and that intensity of use is tied to things like the car lots and uses like the cabinet shop and car repair and businesses that would make a lot of noise and may be a nuisance to the neighborhood. I don't think this particular shop with two employees and 3-5 customers per day meets the kind of intensity that would be too much to handle in Downtown General, which is a very eclectic and mixed-use area. To not approve this just because you don't like this type of business—well, some people don't like lawyers either, but it's not a reason you don't allow them in your neighborhood. Regarding the findings on compatibility, while the Planning Commission does evaluate use, a lot of times that use is tied to building form, and issues of traffic and access and development. In this particular case, it's a business occupying an existing building that's not being renovated over 50% of its value, and therefore a lot of the things that we have leeway with don't kick in for this particular project. Can staff reiterate what the specific findings under compatibility are?

Pate discussed the findings listed in the staff report.

Commissioner Anthes stated she agreed with staff's findings, and finds for general compatibility, since the building is not being altered but is being cleaned up. For me it comes down to whether a licensed business, subject to regular inspections by the State Health Department, can be a good neighbor in this location, and for myself, I find that is yes, and I will be voting to support this application.

Commissioner Lack stated he finds in favor of compatibility with this establishment. The discussion about the Cultural Arts District enforces that. This use is an enhancement of that district.

Motion:

Commissioner Myres made a motion to approve the request with conditions as listed in the staff report. **Commissioner Anthes** seconded the motion. **Upon roll call the motion passed with a vote of 7-1-0, with Commissioner Graves voting no.**

RZN 08-3180: (MOUNTAIN RANCH PH. 1/5 LOTS, 478): Submitted by JORGENSEN & ASSOCIATES for property located at LOTS 118,94,95,96,97 IN THE MOUNTAIN RANCH S/D PHASE I. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 1.50 acres. The request is to rezone the subject property to RT-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS/ACRE.

Dara Sanders, Current Planner, stated that the applicant has requested this item be tabled to the January 26, 2009 Planning Commission meeting.

Motion:

Commissioner Myres made a motion to table the request to the January 26, 2009 Planning Commission meeting. **Commissioner Cabe** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

VAC 08-3181: (KIRK ELSASS/ROCKCLIFF RD.): Submitted by KIRK ELSASS for property located at 619 N. ROCKCLIFF RD. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 0.27 acres. The request is to vacate a portion of a drainage easement on the subject property.

Commissioner Lack stated that the applicant has requested we table this item, which is the intent of the Commission this evening, but I understand there is a member of the public who will not be able to be at the next meeting, so we will hear a brief staff report and open it for public comment. I would ask if you are also here for this item, but you will be able to be here or intend to speak at the next meeting, to please hold your comments until then.

Jeremy Pate, Director of Current Planning, gave a brief staff report, describing the existing drainage easement and drainage pipes across the street. Drainage does flow through the lot. It is the applicant's intent to fill much of the lot and develop a single-family home, however, the existing drainage easement does encumber the property and his ability to develop it. Staff has raised some concerns with the method of fill, and placing a new pipe within that area and altering the natural drainage channel. The applicant has asked the item be tabled to the January 26, 2009 Planning Commission meeting. Staff will be meeting with the applicant to discuss issues in the meantime.

Mary Cobrick, citizen, stated that adjacent property owners had no comments and she was surprised by that. This is a spring-fed creek. I looked at Fayetteville's ordinances regarding intermittent/perennial streams, found that it needs a 25-foot perimeter strip; it also says that construction equipment may not ford streams. How are they going to put pipes in without fording the stream? Also, under the land alteration requirements 169.06(B), it says that in no case shall the City Engineer waive or modify any of the minimum erosion control requirements given in 169.04. I think you need to see the lot to understand the issues. It's very steep and would require a tremendous amount of fill and would possible pollute the stream. It's true the stream is short, but not too far away it joins a muddy run-off area. This is a precious little bit of nature used by wildlife. I can't see the City going against its own erosion control and land alteration requirements.

Motion:

Commissioner Anthes made a motion to table the request to the January 26, 2009 Planning Commission meeting. **Commissioner Winston** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-1, with Commissioner Kennedy recusing.**

CUP 08-3173: (SOUTH MOUNTAIN DEVELOPMENT, LLC, 719-758): Submitted by I. SCHWARTZMAN, S. ANDERSON SOUTH MOUNTAIN DEVELOPMENT LLC for property located BETWEEN 200 & 400 WILLOUGHBY ROAD. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 21.37 acres. The request is for 2 tandem lots.

LSP 08-3172: (SOUTH MOUNTAIN DEVELOPMENT, LLC, 719-758): Submitted by I. SCHWARTZMAN, S. ANDERSON SOUTH MOUNTAIN DEVELOPMENT LLC for property located BETWEEN 200 & 400 WILLOUGHBY ROAD. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 21.37 acres. The request is to divide the subject property into 4 tracts of 3.86, 5.53, 8.04, and 3.94 acres.

Dara Sanders, Current Planner, gave the staff report for both the Conditional Use Permit and Lot Split. She described the request to create tandem lots and the surrounding area, discussing that the proposed lot width is compatible. She discussed the sewer variance. Because the sewer is a half-mile away and for four houses, the sewer extension not recommended. She recommended approval with five conditions listed in the staff report for the Conditional Use Permit, and nine conditions with the Lot Split.

Ira Schwartzman, applicant, stated that four lots proposed would create four wonderful home building sites. The front lot that faces Willoughby Rd. features a ravine that runs through a good portion of it. It would reduce the value for property if it is cut through. In terms of the sewer, we feel if we had to incur the burden of running the sewer line half a mile for four pieces of property, it would not be feasible.

No public comment was received.

Commissioner Lack stated that on the Lot Split conditions regarding impact fees, will this be subject to sewer impact fee?

Jeremy Pate, Director of Current Planning, stated it would not.

Commissioner Lack asked, regarding condition of approval #9, the lot split approval would be valid for one calendar year – is that a term to construction?

Pate stated that lot splits are good for one year from the date of approval. If it's not stamped by our office and filed with the County within one year, it has expired and needs to come back through.

Motion:

Commissioner Anthes made a motion to approve the Conditional Use Permit request with conditions as listed in the staff report. **Commissioner Cabe** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

Commissioner Winston made a motion to approve the Lot Split request with conditions as listed in the staff report. **Commissioner Cabe** seconded the motion. **Upon roll call the motion passed with**

a vote of 8-0-0.

CUP 08-3145: (FAYETTEVILLE DEPOT, LLC, 484): Submitted by KRISTIN KNIGHT for property located at 550 W. DICKSON STREET. The property is zoned MSC, MAIN STREET CENTER. The request is to renew the 3-year Conditional Use Permit for a temporary parking lot on the subject property.

Andrew Garner, Senior Planner, gave the staff report. He discussed the history of site and the previous Conditional Use Permit for the temporary parking lot permit and the current landscaping variance requests. Staff finds in favor of continued use of parking with site, however, the parking lot should be brought into compliance with City Code, in terms of landscaping. He described conditions of approval.

Rob Sharp, applicant, stated he represented Mansfield Properties. His client's original intent was to park on the property as an intermittent way to fund the renovations on the historic train station and to prepare the property for a mixed-use development including a structured parking deck. Because of the real estate and lending environment, the decision was made to wait until things look better to do the project. He described other things happening in the area including the Walton Arts Center, the City lot, parking enforcement, etc. He discussed that adding the islands, etc. would decrease parking by 21 stalls which would have a negative impact on the area. We would like to find a way to make this work, perhaps two weeks to work with staff. I don't believe it's good policy to take away parking in that area.

No public comment was received.

Commissioner Myres asked staff if there was any problem with tabling this for two weeks.

Garner stated he had no problem with it, he hasn't been able to talk to the applicant in detail about the request.

Commissioner Anthes remembers the discussion of this item three and a half years ago. I rather reluctantly voted for the un-landscaped lot at that time, acknowledging that downtown needed parking, development of the site was coming, and the lot was a temporary solution. While parking policy isn't a Planning Commission decision, the built environment is something that we're charged with. I know that these are hard economic times, and yet the appearance of one of the most important intersections of downtown also contributes to economics -- in that it goes to the perception of the area and the care being taken with Dickson Street. This site is highly visible, and it may be a very long time until the built project is viable. This lot in either configuration, with the spaces it has now or the spaces allowed by right, is not going to solve the parking problem downtown. So I'm concerned about staff's recommendation for making the greater number of spaces than allowed by ordinance permanent, instead of being permitted by conditional use. I believe that excess parking should be provided in places other than in one of the most visible intersections in the Entertainment District. I am also concerned about the 25' build-to zone being observed. Everything is so close to those sidewalks now, and the sidewalks are also very narrow. Pedestrians walk in the street, and there is no overflow since the fence is so close. I appreciate that the applicant is willing to work with staff further.

Motion:

Commissioner Cabe made a motion to table the request to the January 26, 2009 Planning Commission meeting. **Commissioner Myres** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

CUP 08-3176: (T-MOBILE/WILLIAMS DRIVE, 486): Submitted by KAYLA KRAMER CLS GROUP for property located at 325 WILLIAMS DRIVE. The property is zoned RSF-4, SINGLE FAMILY – 4 UNITS/ACRE and contains approximately 1.45 acres. The request is for a co-location by T-Mobile on the existing Cox Communications tower on the subject property.

Andrew Garner, Current Planner, gave the staff report. The request is to install cellular antenna on the existing telecommunications tower. Because the Planning Commission has not approved the cellular use on this tower previously, it does require Planning Commission consideration. Based on findings, staff is recommend approval with conditions as listed in the staff report.

Garth Hancock, applicant, discussed T-Mobile's entry into area. They are pleased to have found an existing tower to utilize.

No public comment was received.

Commissioner Myres stated she had no problem with the request. Cellular antenna on the existing tower is a reasonable request.

Motion:

Commissioner Myres made a motion to approve the request with conditions as listed in the staff report. **Commissioner Cabe** seconded the motion.

Commissioner Anthes stated she just confirmed with Attorney Williams that the tower was not previously approved by the Planning Commission because it was in place before approval was necessary. A follow-up question to staff is, how does putting an exterior antenna array at this site differ from where you have requested that new towers be erected with stealth technology, such as the flagpole design?

Pate stated that there is a specific section in City Code that discusses existing towers. As of two years ago we modified that section of the code. Before we modified it, any existing tower could be utilized for co-location with administrative approval. An application was brought forward for a site off of College Avenue for Smith 2-Way Radio that was utilizing an existing radio tower, or replacing an existing radio tower with a cellular antenna. There was a concern brought up at that time and we did amend our ordinances to require cellular antenna if it's a new use, a new type of antenna on an existing tower, it would require a Conditional Use Permit. We do allow it on existing structures even though there are not buildings, things of that nature, we permit those by co-location administratively all the time. But with newer existing towers, there is a very specific section that talks about that.

Commissioner Anthes asked that because of the utility nature of this site, which already exists, staff feels this is an appropriate addition?

Pate stated he thinks so. The alternative in this area is a new tower at probably a different location or expanding the size of this location. We felt utilizing an existing facility and infrastructure there

would not create additional visual impact in that area. That's not to say we won't have another tower in that area in the future, since I can almost guarantee we'll see another tower request on Mt. Sequoyah in the future, but at this point in time I think it was a good move.

Upon roll call the motion passed with a vote of 8-0-0.

R-PZD 08-3170: (THE COVES AT WALNUT CROSSING PH. 111, 555): Submitted by MIKE ANDERSON for property located at THE WESTERN EDGE OF CITY OF FAYETTEVILLE CITY LIMITS AND NORTH OF HWY. 62. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 10.51 acres. The request is for review of a Zoning, Land Use and Development plan with 38 single-family lots.

Jesse Fulcher, Current Planner, gave the staff report, describing previous development approvals, and current request. Based on the findings, staff recommends approval with conditions as listed in the staff report.

Kim Hesse, applicant, described the project.

No public comment was received.

Commissioner Lack stated that in looking at the Tree Preservation plan, it seems there are fence row trees and alley construction seems to decrease viability of alley and tree preservation.

Jeremy Pate, Director of Current Planning, discussed right-of-way going to the property line and staff's recommendation.

Hesse stated the existing overhead electric line goes over trees, so those aren't counted as preserved. She also discussed the alley.

Motion:

Commissioner Graves made a motion to forward the request to City Council with a recommendation of approval with conditions listed in the staff report. **Commissioner Myres** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

All business being concluded, the meeting was adjourned at 7:28 PM.

Exhibit B

NOTES

1. CITY PLAT PAGE 172
2. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN 100 YEAR FLOODPLAIN FROM FEMA ITEM PANEL NUMBER:05143C0208G EFFECTIVE DATE: 1/25/2024
   2.1. ZONE "X-SHADED" - AREA OF MODERATE FLOOD HAZARD, USUALLY THE AREA BETWEEN THE LIMITS OF THE 100- YEAR AND 500-YEAR FLOODS.
   2.2. ZONE "A" - AREAS WITH A 1% ANNUAL CHANCE OF FLOODING AND A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30-YEAR MORTGAGE, BECAUSE DETAILED ANALYSIS ARE NOT PERFORMED FOR SUCH AREAS, NO DEPTHS OR BASE FLOOD ELEVATIONS ARE SHOWN WITHIN THESE ZONES.
   2.3. ZONE "AE" - THE BASE FLOODPLAIN WHERE BASE FLOOD ELEVATIONS ARE PROVIDED. "AE" ZONES ARE NOW USED ON NEW FORMAT FIRMS INSTEAD OF A1-A30 ZONES.

LEGEND

PROPOSED STORM LINE
PROPOSED SANITARY SEWER LINE
PROPOSED WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING WATER LINE
EXISTING STORM LINE
LIMITS OF DISTURBANCE (±13.12 AC)
PROPOSED CURB INLET
PROPOSED GRATE INLET
PROPOSED JUNCTION BOX (JB) OR WYE INLET (IN)
PROPOSED HEADWALL
PROPOSED CONTOURS
EXISTING CONTOURS
FINISHED FLOOR

GRAPHIC SCALE: 80' 0 80' 160'

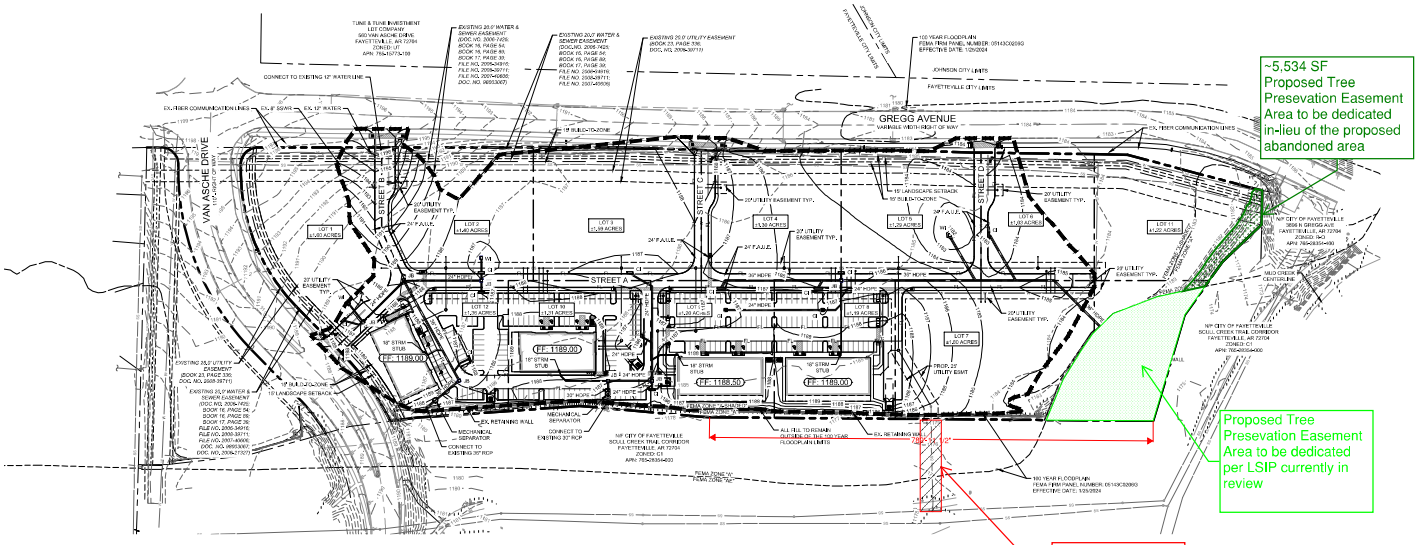
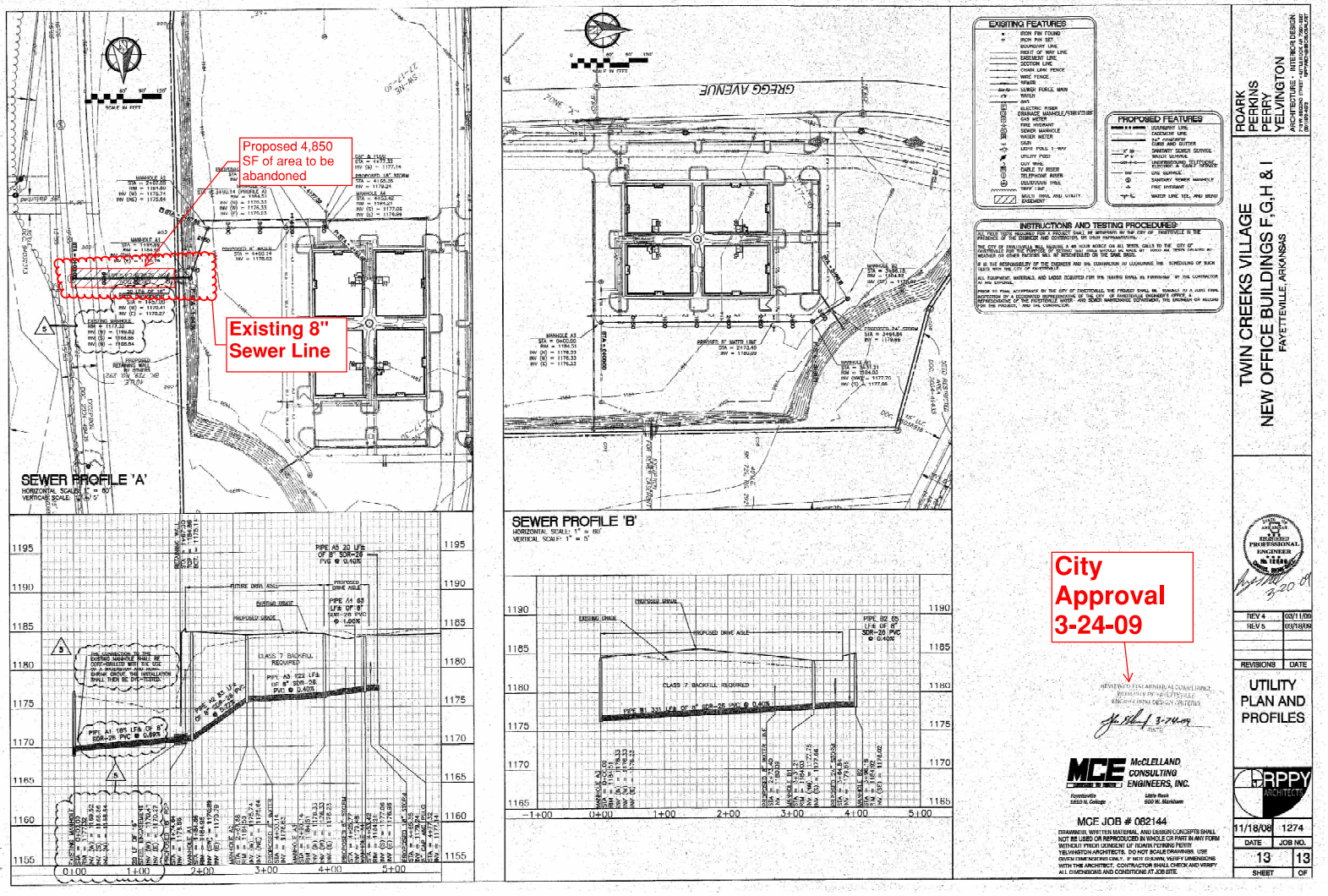
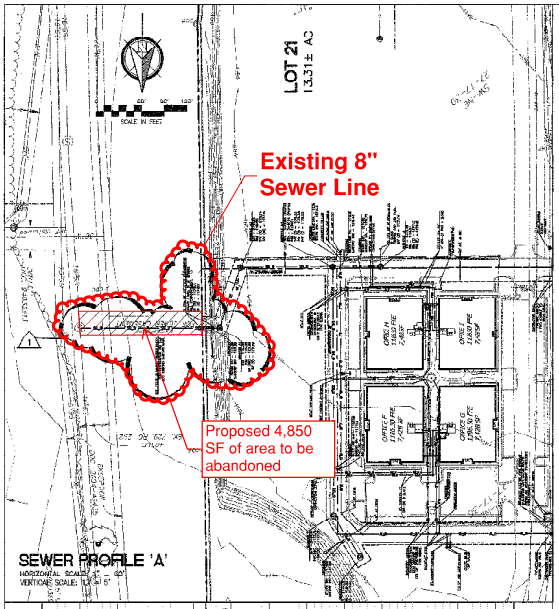

GREGG AVENUE
VARIABLE WIDTH RIGHT-OF-WAY
VAN ASCHE DRIVE
STREET A
STREET B
STREET C
STREET D
~5,534 SF Proposed Tree Presevation Easement Area to be dedicated in-lieu of the proposed abandoned area
Proposed Tree Presevation Easement Area to be dedicated per LSIP currently in review
Proposed 4,850 SF of area to be abandoned
100 YEAR FLOODPLAIN FEMA FIRM PANEL NUMBER: 05143C0208G EFFECTIVE DATE: 1/25/2024
FEMA ZONE "A"
FEMA ZONE "AE"
ALL FILL TO REMAIN OUTSIDE OF THE 100 YEAR FLOODPLAIN LIMITS
EX. RETAINING WALL
MECHANICAL SEPARATOR
CONNECT TO EXISTING 30" RCP
CONNECT TO EXISTING 12" WATER LINE
EX. 8" SEWER
EX. 12" WATER
EX. FIBER COMMUNICATION LINES
18' BUILD-TO-ZONE
10' LANDSCAPE SETBACK
25' UTILITY EASEMENT TYP.
24' P.A.U.E.
LOT 1 11.60 ACRES
LOT 2 11.60 ACRES
LOT 3 11.39 ACRES
LOT 4 11.39 ACRES
LOT 5 11.29 ACRES
LOT 6 11.40 ACRES
LOT 7 11.40 ACRES
LOT 8 11.40 ACRES
LOT 9 11.40 ACRES
LOT 10 11.40 ACRES
LOT 11 11.40 ACRES
LOT 12 11.40 ACRES
LOT 13 11.40 ACRES
LOT 14 11.40 ACRES
LOT 15 11.40 ACRES
LOT

Exhibit C


Proposed 4,850 SF of area to be abandoned
Existing 8" Sewer Line
SEWER PROFILE 'A'
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 5'
GREGG AVENUE
SEWER PROFILE 'B'
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 5'
EXISTING FEATURES
PROPOSED FEATURES
INSTRUCTIONS AND TESTING PROCEDURES:
City Approval 3-24-09
McCLELLAND CONSULTING ENGINEERS, INC.
MCE JOB # 082144
ROARK PERKINS PERRY YELVINGTON
ARCHITECTURE · INTERIOR DESIGN
TWIN CREEKS VILLAGE
NEW OFFICE BUILDINGS F,G,H & I
FAYETTEVILLE, ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
REV 4 03/11/09
REV 5 03/18/09
REVISIONS DATE
UTILITY PLAN AND PROFILES
11/18/08 1274
DATE JOB NO.
13 13
SHEET OF



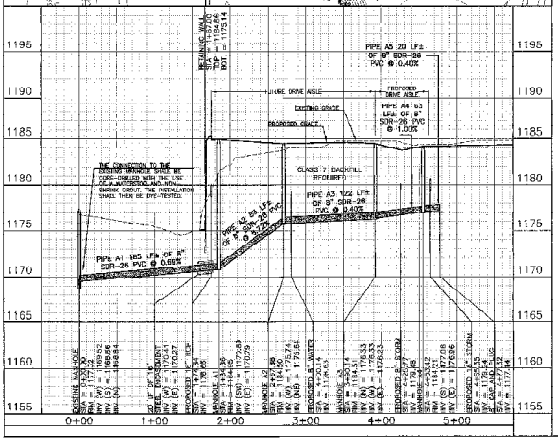
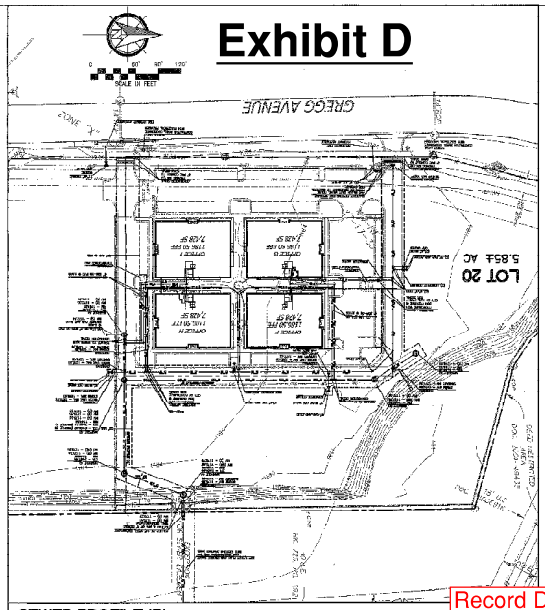
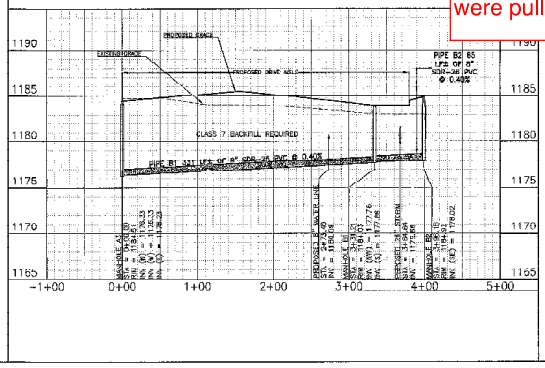
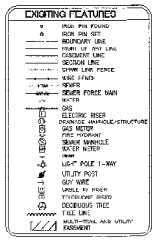


Exhibit D



SEWER PROFILE 'B'
HORIZONTAL SCALE: 1" = 60'
VERTICAL SCALE: 1" = 5'





Record Drawings filed with the city after construction of the sewer and water line per these plans. These were pulled from the City's GIS.

ROARK PERKINS PERRY YELVINGTON
ARCHITECTURE - INTERIOR DESIGN

TWIN CREEKS VILLAGE
NEW OFFICE BUILDINGS F,G,H & I
FAYETTEVILLE, ARKANSAS

McCLELLAND CONSULTING ENGINEERS, INC.
MCE JOB # 082144

RECORD DRAWINGS

REVISIONS	DATE
REV 4	03/11/09
REV 5	03/18/09

UTILITY PLAN AND PROFILES

RPPY ARCHITECTS

05/04/10 | 1274
DATE | JOB NO.
8 | 13
SHEET | OF

Exhibit E

City of Fayetteville Staff Review Form

2025-0891

Item ID

N/A

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

Jessie Masters	11/6/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Mayor's signature is requested on a consent of owner form. This is for an applicant-requested partial vacation of a tree preservation easement on City-owned property adjacent to a proposed development at Van Asche and Gregg Avenue.

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:

Consent of Owner Form

PROPERTY OWNER(S) / AUTHORIZED AGENT: By signing below, I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have authorized this application and consent to its filing.

PLEASE NOTE:

- Property Owners: Attach additional info/documentation if necessary.
- Authorized Agents: If signing on behalf of a Property Owner, a letter from each Property Owner must be provided indicating that the agent is authorized to act on their behalf.

Tree preservation easement vacation for Twin Creeks Preliminary Plat at Gregg and Van Asche (VAC-2025-0026 and PPL-2025-0003)

Property Owner 1:

x **Molly Rawn, Mayor** — Name of person signing [printed]

City of Fayetteville — Entity/Company signator legally owns or represents

mayor@fayetteville-ar.gov — Contact Email

479-575-8330 — Contact Phone

113 E. Mountain Street, Fayetteville, AR 72701 — Mailing Address

Molly Rawn — **Property Owner Signature**

November 07, 2025 — **Date**

Property Owner 2: ***(if needed)***

x _____ — Name of person signing [printed]

_____ — Entity/Company signator legally owns or represents

_____ — Contact Email

_____ — Contact Phone

_____ — Mailing Address

_____ — **Property Owner Signature**

_____ — **Date**

Property Owner 3: ***(if needed)***

x _____ — Name of person signing [printed]

_____ — Entity/Company signator legally owns or represents

_____ — Contact Email

_____ — Contact Phone

_____ — Mailing Address

_____ — **Property Owner Signature**

_____ — **Date**

Property Owner 4: ***(if needed)***

x _____ — Name of person signing [printed]

_____ — Entity/Company signator legally owns or represents

_____ — Contact Email

_____ — Contact Phone

_____ — Mailing Address

_____ — **Property Owner Signature**

_____ — **Date**

Exhibit F1

Proposed Tree Preservation Abandonment - Description:

A THIRTY FOOT (30') WIDE AREA BEING LOCATED EAST OF LOT 20, RECORDED IN PLAT BOOK 2006 AT PAGE 34913 AND BEING A PART OF PHASE III OF THE CMN BUSINESS PARK II TO THE CITY OF FAYETTEVILLE, SAID THIRTY FOOT (30') WIDE AREA IS LOCATED IN THE NE1/4 OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, SAID AREA BEING FIFTEEN FEET (15') ON BOTH SIDES OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 20, BEING ON THE EAST RIGHT-OF-WAY LINE OF GREGG AVENUE (VARIABLE WIDTH R/W); THENCE S 87°16'28" E 473.32 FEET, ALONG THE SOUTH LINE OF SAID LOT 20, TO THE SOUTHEAST CORNER OF SAID LOT 20, THENCE N 02°00'29" E, ALONG THE EAST LINE OF SAID LOT 20, 69.85 FEET TO AN EXISTING 8" SEWER LINE AND THE POINT OF BEGINNING OF A THIRTY FOOT WIDE AREA BEING FIFTEEN FEET ON BOTH SIDES OF THE FOLLOWING CENTERLINE; RUN THENCE S 89°24'02" E, ALONG SAID EXISTING 8" SEWER LINE, 161.7 FEET TO AN EXISTING SEWER MANHOLE AND THE POINT OF TERMINATION. SAID AREA CONTAINING 0.111 ACRES OR 4,850 SQUARE FEET MORE OR LESS.

Exhibit F2

City of Fayetteville – Tree Preservation Easement Vacation Request Application

Applicant Information

- **Name:** Steele Crossing Investment III, LLC
- **Property Address or Parcel Number:** 765-28354-000
- **Phone Number:** 479-935-4397
- **Email Address:** paxton@commercialrealtyllc.com

Section 1: Circumstantial Description

1. **Please describe in detail the circumstances requiring the vacation of this tree preservation easement, including any development plans on-site.**
   A existing 8" sewer line was built as part of Twin Creeks Village New Office Buildings F,G,H & I plans submitted and approved by the City of Fayetteville Planning Commission January 12, 2009 (see attached Exhibit C). The attached record drawings show a 30' wide area "Exception For Sewer Easement"; however, no recorded easement has been located. In order to maintain and use the existing 8" sewer line the tree preservation area over and parallel will have to be abandoned. If this isn't approved, we will have to install a new 8" sewer next to the existing 8" sewer still requiring us to cross the tree preservation area without the benefit of an easement.

Section 2: City Benefit

3. **Describe how vacating this tree preservation easement will benefit the City of Fayetteville:**

Once the existing 8" sewer line is ready and approved for use the city will be able to maintain the line. If this isn't approved, we will have to install a new 8" sewer next to the existing 8" sewer still requiring us to cross the tree preservation area without the benefit of an easement for maintenance.

Section 3: Evaluation of Easement Proposed for Vacation

4. **Size of easement (sq. ft or acres):** Approx. 4,850 Square Feet
5. **Species of trees in easement:**
   A couple of bradford pears, locusts and invasive species
6. **Health of trees in easement:**
   Describe the general condition: Bradford Pears are in good condition. Remaining trees are smaller and in ok condition.

7. **Does the easement proposed for vacation provide any of the following benefits or features?**
   (Check all that apply and provide supporting details where applicable)

☐ a. **High quality of trees**
Describe: _____

☐ b. **Large tree size (>18" in diameter for large species trees; >8" in diameter for understory species trees)**
Provide measurements or description: _____

☐ c. **Wildlife habitat**
Describe habitat function: _____

☐ d. **Heat island reduction contribution**

- Is the current easement surrounded by concrete? ☐ Yes ☐ No
- *Explain how it reduces heat:* _____

☐ e. **Stormwater reduction benefits**
Explain: _____

☐ f. **Connection to important habitat or natural area**
Describe: _____

Section 4: Proposed Tree Preservation Easement (If Applicable)

5. **Are you offering a new tree preservation easement?**
   ☒ Yes ☐ No
   If yes, complete the following:

a. **Size of proposed easement (sq. ft or acres):** Approx. 5,534 Square Feet

b. **Species of trees in proposed easement:**
Sycamores, Oaks, bradford pears, cedar, locust

---

c. **Health of trees in Proposed Easement:**
Describe the general condition: good and healthy

d. **Does the proposed easement help mitigate heat island effects?**
☐ Yes ☒ No
Explain: _____

e. **Does it address stormwater drainage issues?**

☒ Yes ☐ No

Explain: It is adjacent to Mud Creek and will prevent the area from further development.

f. **Does it connect to any important habitat or green corridor?**

☒ Yes ☐ No

Explain: It is adjacent to the Razorback Greenway and Mud Creek.

Supporting Documentation Checklist

☒ Site plan showing current and proposed easement areas Exhibit B

☐ Tree inventory or arborist report (if available)

☒ Photos of current easement and proposed easement location Photos 1-7 (9 total)

☒ Any additional relevant documentation

Exhibit A-1, A-2, C and D

Applicant Signature: L L Bae - mgr.

Date: October 15, 2025

Photo #1 - Standing on
West MH looking East into
existing tree preservation area.

Photo #1 (a) - Standing behind
West MH looking East into
existing tree preservation area.

Photo #2 - Standing on
East MH looking West into
existing tree preservation area.

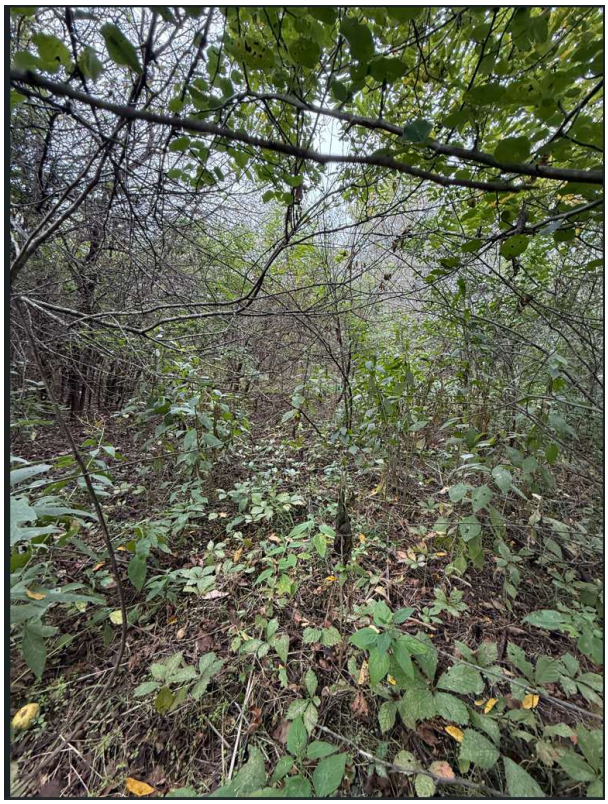


Photo #3 - Looking west over
existing sewer line and within
existing tree preservation area.

Photo #4 - Looking west over existing sewer line and within existing tree preservation area.

Photo #5 - Looking north into proposed area to be dedicated.

Photo #5(a) - Looking west into proposed area to be dedicated.

Photo #6 - Looking east into proposed area to be dedicated.

Photo #7 - Looking NE into proposed area to be dedicated

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2486

MEETING OF DECEMBER 9, 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: **VAC-2025-0017: Vacation (WEST OF S. DUNCAN AVE & W. TREADWELL ST/ DUNCAN AVE STUDENT HOUSING DEVELOPMENT, 522) Submitted by ECOLOGICAL DESIGN GROUP for property located WEST OF S. DUNCAN AVE & W. TREADWELL ST. in WARD 2. The property is zoned MSC, MAIN STREET CENTER, and RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 1.19 acres. The request is to vacate 0.02 acres of sewer easement.**

RECOMMENDATION:
Staff recommend approval of **VAC-2025-0017** 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, and;
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

BACKGROUND:
The subject area is in central Fayetteville directly east of Harmon Field and 600 feet northeast of the Fayetteville High School building. The subject area contains ten parcels along S. Duncan Ave. containing a total of 3.7 acres split between two areas (1 acre and 2.7 acres) which have been developed with a range of uses from single-, two-, three-and four-family dwellings and larger apartment buildings. The existing structures were built between 1926 and 1986, and the subject area does not fall within any overlay districts or Master Plan areas. A rezoning from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center was approved by City Council on August 20, 2025, subject to a Bill of Assurance (RZN-2024-0028) limiting some uses of the property. A large-scale development was approved by the Planning Commission in May 2025 with a total of 3,000 square feet of commercial space, 294 multi-family residential units and associated parking (LSD-2025-0007).

Request: The applicant proposes to vacate one existing sewer easement totaling 985 square feet (0.02 acres) which diagonally crosses parcels 765-04824-000 and 765-04825-000 before terminating at the west property line.

DISCUSSION:
The applicant submitted the required approval from the Water and Sewer division with no objections. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Request Letter, 7. Petition to Vacate

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

File #: 2025-2486

AN ORDINANCE TO APPROVE VAC-25-17 FOR PROPERTY LOCATED WEST OF SOUTH DUNCAN AVE AND WEST TREADWELL STREET IN WARD 2 TO VACATE 0.02 ACRES OF SEWER EASEMENT

WHEREAS, the City Council has the authority under Ark. Code Ann. § 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 sewer easement 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 sewer 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 to or relocation of existing facilities will be at the property owner/developer's expense.
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

City of Fayetteville Staff Review Form

2025-2486

Item ID

12/16/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0017: Vacation (WEST OF S. DUNCAN AVE & W. TREADWELL ST/ DUNCAN AVE STUDENT HOUSING DEVELOPMENT, 522) Submitted by ECOLOGICAL DESIGN GROUP for property located WEST OF S. DUNCAN AVE & W. TREADWELL ST. in WARD 2. The property is zoned MSC, MAIN STREET CENTER, and RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 1.19 acres. The request is to vacate 0.02 acres of sewer easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

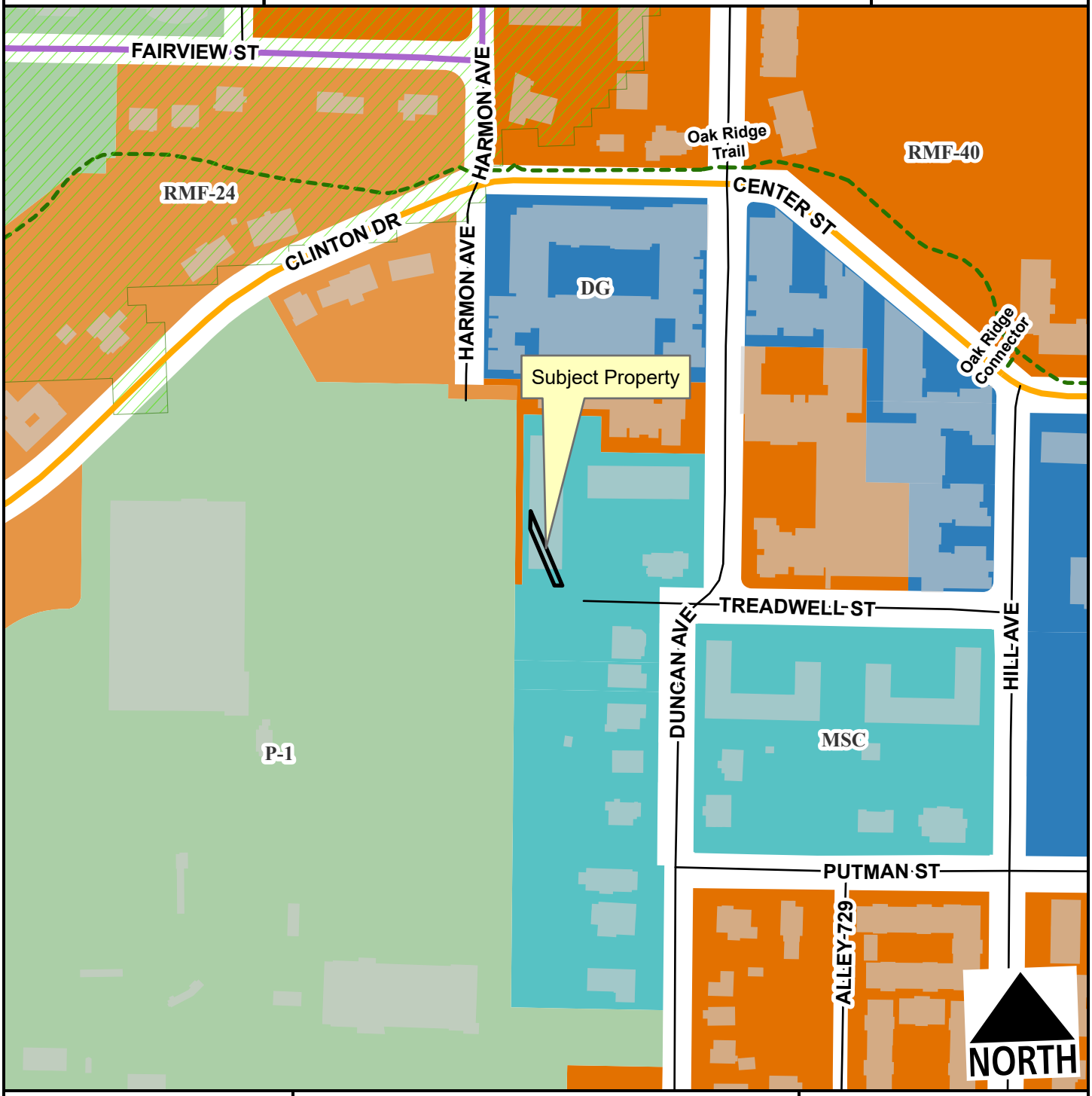
Comments:

VAC-2025-0017

Close Up View

65 S. DUNCAN AVE

VAC-2025-0017
EXHIBIT 'A'



- Neighborhood Link
- Institutional Master Plan
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0017
EXHIBIT 'B'

Utility Easement Legal Description

A TEN FOOT WIDE SEWER EASEMENT, BEING LOCATED IN PART OF LOT 5 AND 6, BLOCK 7, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING THENCE N87°07'15"W 195.53 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE N87°07'15"W 10.94 FEET; THENCE N21°05'00"W 85.02 FEET; THENCE N02°52'45"E 24.62 FEET; THENCE S21°05'00"E 111.96 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.02 ACRES, OR 985 SQUARE FEET, MORE OR LESS.

E | D | G

Ecological Design Group
216 West Birch St,
Rogers, AR 72756

October 9, 2025

Planning Commission
Fayetteville Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Utility Easement Vacation Request for Harmon Place

Planning Commission:

Please accept this Utility Easement Vacation request for the Harmon Place Multifamily development located at South Duncan Avenue, Fayetteville, AR 72701. This Utility Easement Vacation request is to remove existing utility easement dedications to the City of Fayetteville for public sanitary sewer that will be decommissioned and removed to accommodate on-site developments. The easement in question is approximately 985 sq. ft. for an existing sanitary sewer main that bisects the project site. The intent of this request is to remove the encroachment of these utility easements to accommodate the proposed building footprint.

If you should have any questions, please do not hesitate to contact me. We appreciate your continued support of this project.

Sincerely,

Katelynn Hopkins
EIT
(479) 441-0231

PETITION TO VACATE UTILITY EASEMENT

PETITION TO VACATE A *general utility easement* **LOCATED ON** *South Duncan Avenue,* **CITY OF FAYETTEVILLE, ARKANSAS.**

To: The Fayetteville City Planning Commission
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereafter sought to be abandoned and vacated, lying on *South Duncan Avenue*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a utility easement which is described as follows:

SEE LEGAL DESCRIPTION ATTACHED.

The abutting real estate affected by the abandonment of the utility easement along South Duncan Avenue in the City of Fayetteville has been considered, and it has been determined that the public interest and welfare will not be adversely affected by the vacation of said utility easement.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to the existing utility easements as required, and that the real estate be used for the respective benefit and purpose as currently authorized by law.

The petitioners further request that the above described real estate be vested in the abutting property owners as provided by law.

OP III FAY S Duncan, LP,
a Delaware limited partnership

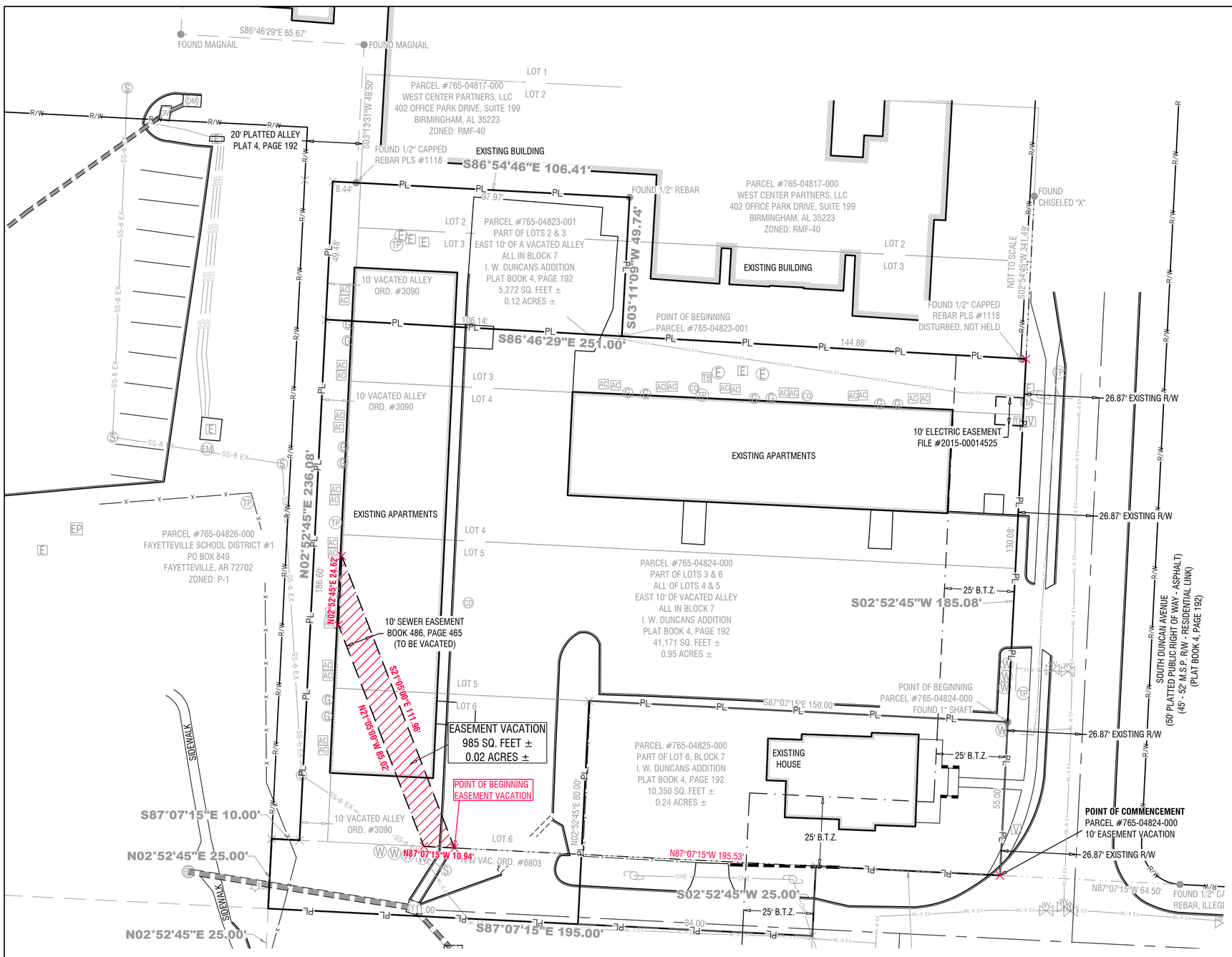
By: EOP III Sub GP, LLC,
a Delaware limited liability company,
Its general partner

Dated this 14 day of July, 2025.

By:

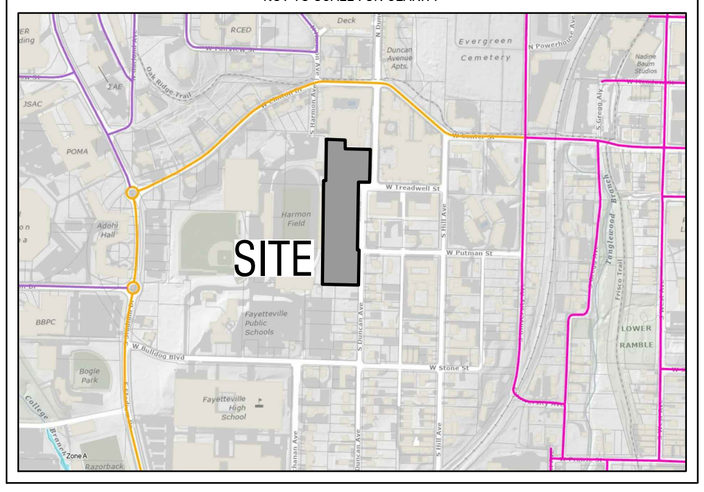
Andy Foster, EVP
Printed Name

Signature



VICINITY MAP - FAYETTEVILLE, AR

NOT TO SCALE FOR CLARITY



N
W E
S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

NOTES:

1. PARCEL #765-04824-000

2. CURRENT ZONING: MSC

3. ROTATION BASED ON ARKANSAS STATE PLANE, NORTH ZONE, NAD83

4. BOUNDARY BASED ON:
   I. WARRANTY DEED, FILE #93-17965
   II. WARRANTY DEED, FILE #2016-00030689
   III. WARRANTY DEED, FILE #2024-00019470
   IV. PROPERTY LINE ADJUSTMENT, PLAT FILE #2013-00011396
   V. EASEMENT PLAT FOR LOT 1, HARVEY HILL SUBDIVISION, PLAT FILE #0024-00000067

5. PER GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AS SHOWN ON FEMA FIRM PANELS #05143C0208G & #05143C0216G, BOTH BEARING AN EFFECTIVE DATE OF 1/25/2024 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.

ZONING & SETBACKS:

ZONED: MSC, MAIN STREET / CENTER

SETBACKS:
- FRONT: 25' BUILD-TO ZONE
- SIDE: NONE
- REAR: 5'
- REAR (FROM CENTERLINE OF ALLEY): 12'

PARCEL #765-04824-000:

A PART OF LOT 3, ALL OF LOTS 4 AND 5, A PART OF LOT 6, A PORTION OF A VACATED ALLEY, ALL IN BLOCK 7, I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PORTION OF THE NORTHERN HALF OF VACATED WEST TREADWELL STREET, ALL LOCATED IN FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID BLOCK 7, AND RUNNING N02°52'45"E 55.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING THENCE N87°07'15"W 150.00 FEET; THENCE S02°52'45"W 80.00 FEET TO A POINT LOCATED ON THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET; THENCE N87°07'15"W 111.00 FEET; THENCE N02°52'45"E 25.00 FEET TO THE INTERSECTION OF THE WESTERN AND SOUTHERN RIGHT OF WAY OF A PLATTED ALLEY, AND RUNNING ALONG SAID SOUTHERN RIGHT OF WAY S87°07'15"E 10.00 FEET TO THE EASTERN RIGHT OF WAY OF SAID PLATTED ALLEY, AND RUNNING ALONG SAID EASTERN RIGHT OF WAY N02°52'45"E 186.60 FEET; THENCE LEAVING SAID ALLEY RIGHT OF WAY S86°46'29"E 251.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY S02°52'45"W 130.08 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.95 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

10' SEWER EASEMENT VACATION:

A TEN FOOT WIDE SEWER EASEMENT, BEING LOCATED IN PART OF LOT 5 AND 6, BLOCK 7, I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING THENCE N87°07'15"W 195.53 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE N87°07'15"W 10.94 FEET; THENCE N21°05'00"W 85.02 FEET; THENCE N02°52'45"E 24.62 FEET; THENCE S21°05'00"E 111.96 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.02 ACRES, OR 985 SQUARE FEET, MORE OF LESS.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1118
SIGNATURE
DAVID L. JORGENSEN

DAVID L. JORGENSEN, ARLS #1118 DATE

PROJECT TITLE:
HARMON PLACE

PROJECT LOCATION:
FAYETTEVILLE, AR

JORGENSEN + ASSOCIATES
Civil Engineering + Surveying
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

CERTIFICATE OF AUTHORIZATION
JORGENSEN & ASSOCIATES
No. 722
ARKANSAS – ENGINEER

REVISIONS

DATE: 11/5/2024
DRAWN BY: JH
PROJECT #2024-088
FILE PATH: Z:\LOTS\2024088
SHEET SIZE: 22" x 34"
SCALE: 1" = 30'

SHEET TITLE

HARMON PLACE
EASEMENT VACATION

SHEET NUMBER

1 OF 1

LEGEND

- FOUND MONUMENT AS NOTED
- SET IRON PIN WITH CAP
- CALCULATED POINT
- WATER METER
- WATER VALVE
- SEWER MANHOLE
- SANITARY CLEAN OUT
- STORM DRAIN MANHOLE
- ELECTRIC BOX
- ELECTRIC METER
- ELECTRIC PEDESTAL
- TELEPHONE PEDESTAL
- TELEPHONE BOX
- POWER POLE
- AC UNIT ON PAD
- GAS METER
- UTILITY VAULT
- FIRE HYDRANT
- GRATED DRAIN INLET
- ELECTRIC PANEL
- LIGHT POLE

PROPERTY LINE
ADJOINING PROPERTY LINE
CENTERLINE OF ROAD
FENCE LINE
RIGHT OF WAY
BUILDING SETBACK
UTILITY EASEMENT
EXISTING OVERHEAD ELECTRIC
WALL
EXISTING SEWER LINE
EXISTING DRAIN PIPE
EXISTING WATER LINE
EXISTING ELECTRIC LINE

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2549

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2025-0025: Vacation (1378 S. VAN BUREN AVE./HJL INVESTMENTS, 561): Submitted by HJL INVESTMENTS LLC for property located at 1370 & 1378 S. VAN BUREN AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and both properties each contain approximately 0.30 acres. The request is to vacate 0.25 acres of right-of-way.**

RECOMMENDATION:
Staff and Planning Commission recommend approval of VAC-2025-0025 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 20-foot wide drainage easement shall be dedicated for the entire length of the vacated right of way abutting Lot 1 to maintain an existing storm pipe. The owner of Lot 12 shall be required to execute the document by which the easement is dedicated for any portion of the new easement that may extend into Lot 12.

BACKGROUND:
The subject right-of-way is in south-central Fayetteville approximately 250 feet northwest of the W. 15th street and S. Van Buren Avenue intersection. The properties adjacent to the right-of-way are zoned RMF-24, Residential Multi-Family, 24 Units per Acre, and are developed with single-family dwellings constructed in 1956 and 1936. The subject street right-of-way was originally platted in 1946 as part of the Wilson-Dunn addition.

Request: The applicant proposes to vacate a 0.25-acre portion of right-of-way, comprising half of the overall right-of-way extending from S. Ellis Avenue to S. Van Buren Avenue.

DISCUSSION:
Staff supports the applicant's request to vacate this right-of-way, with conditions. Engineering staff recognizes that fully improving this unimproved street right-of-way is likely cost-prohibitive as the College Branch stream, which is subject to the development requirements of UDC 168.12 – Streamside Protection Zone, bisects the right-of-way. The development of the unimproved right-of-way is not part of any near- or long-term Transportation project, and is unlikely to be a justified improvement associated with private development given the potentially high financial cost.

At the November 24, 2025 meeting, Planning Commissioners forwarded the request with a recommendation of approval with a vote of 9-0-0. The Commissioners amended the drainage easement to be 20-feet wide and removed the public access portion of the original, staff-proposed condition.

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 #: 2025-2549

AN ORDINANCE TO APPROVE VAC-25-25 FOR PROPERTY LOCATED AT 1370 AND 1378 SOUTH VAN BUREN AVENUE IN WARD 1 TO VACATE 0.25 ACRES OF RIGHT OF WAY

WHEREAS, the City Council has the authority under Ark. Code Ann. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of right of way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of right of way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation 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. A 20-foot wide drainage easement shall be dedicated for the entire length of the vacated right of way abutting Lot 1 to maintain an existing storm pipe. The owner of Lot 12 shall be required to execute the document by which the easement is dedicated for any portion of the new easement that may extend into Lot 12.

City of Fayetteville Staff Review Form

2025-2549

Item ID

12/16/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0025: Vacation (1378 S. VAN BUREN AVE./HJL INVESTMENTS, 561): Submitted by HJL INVESTMENTS LLC for property located at 1370 & 1378 S. VAN BUREN AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and both properties each contain approximately 0.30 acres. The request is to vacate 0.25 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:

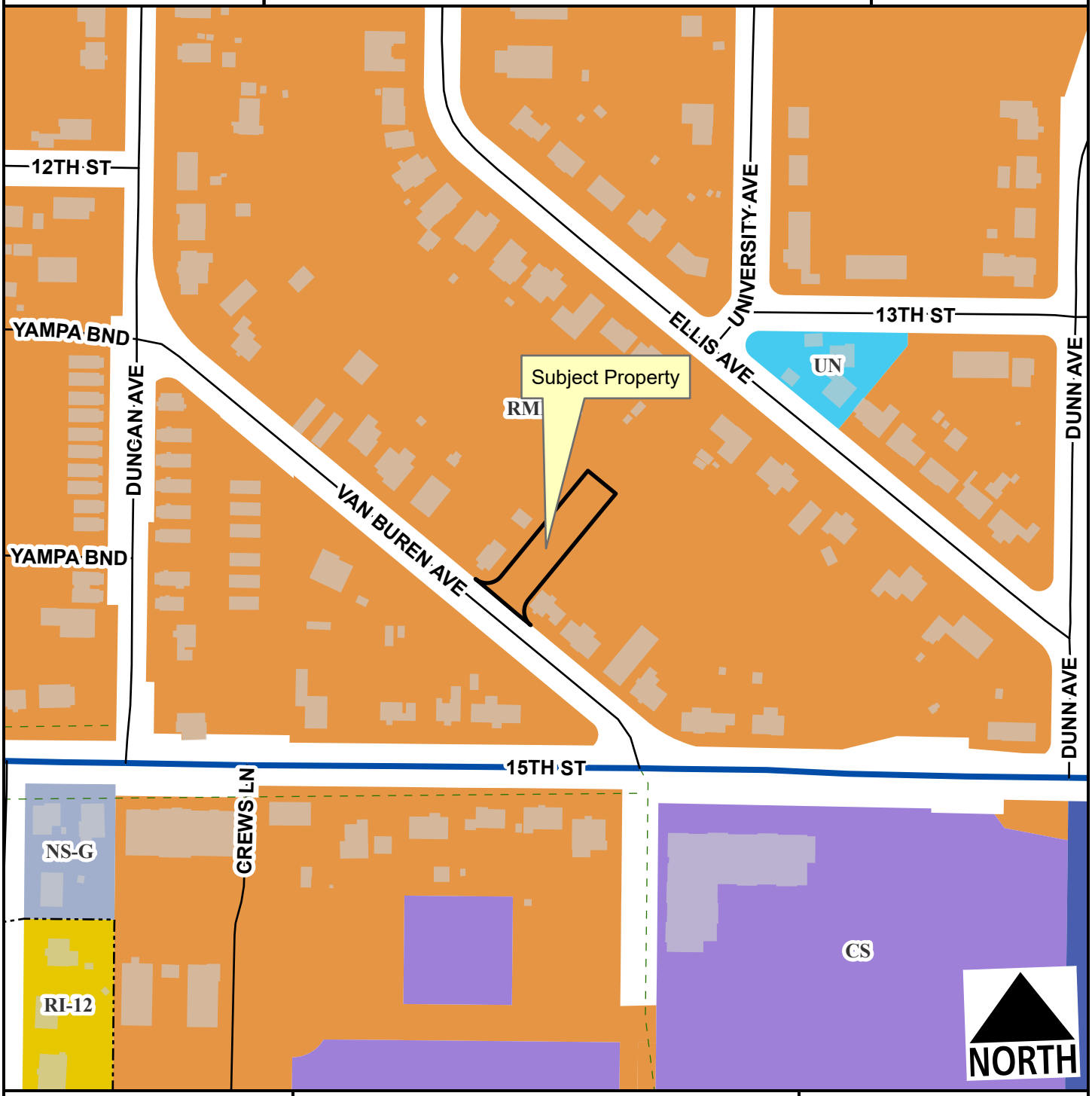
Comments:

VAC-2025-0025

Close Up View

1378 S. VAN BUREN AVE

EXHIBIT A



- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0025
Exhibit B

PROPERTY DESCRIPTION

AN AREA OF UNIVERSITY AVENUE A PLATTED STREET OF WILSON-DUNN ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF LOT 12 IN BLOCK 9 OF WILSON-DUNN ADDITION; THENCE SOUTH 48°28'07" EAST A DISTANCE OF 50.00 FEET TO THE NORTHWEST (NW) CORNER OF LOT 1 IN BLOCK 1 OF WILSON-DUNN ADDITION; THENCE SOUTH 41°31'04" WEST A DISTANCE OF 190.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 03°28'30" EAST, A CHORD DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR; THENCE NORTH 48°28'04" WEST A DISTANCE OF 25.00 FEET TO A FOUND PIPE; THENCE NORTH 47°49'14" WEST A DISTANCE OF 49.68 FEET TO A FOUND PIPE; THENCE NORTH 48°30'37" WEST A DISTANCE OF 25.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 86°27'37" EAST, A CHORD DISTANCE OF 35.34 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 41°25'50" EAST A DISTANCE OF 189.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRES OR 10,969 SQUARE FEET MORE OR LESS.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

Updated w/ meeting results

MEETING DATE: November 24, 2025

SUBJECT: **VAC-2025-0025: Vacation (1378 S. VAN BUREN AVE./HJL INVESTMENTS, 561):** Submitted by HJL INVESTMENTS LLC for property located at 1370 & 1378 S. VAN BUREN AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and both properties each contain approximately 0.30 acres. The request is to vacate 0.25 acres of right-of-way.

RECOMMENDATION:
Staff recommends approval of **VAC-2025-0025.**

RECOMMENDED MOTION:
*"I move to forward **VAC-2025-0025** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:
The subject property is in central Fayetteville approximately 215 feet northwest of the W. 15th street and S. Van Buren Avenue intersection. The property is zoned RMF-24, Residential Multi-Family, 24 Units per Acre. Both subject properties are currently developed with two single-family dwellings that Washington County records indicate were constructed in 1956 and 1936. The subject street right-of-way was originally platted in 1946 as part of the Wilson-Dunn addition. 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	RMF-24, Residential Multi-Family, 24 Units per Acre
South	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Single-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre

Proposal: The applicant proposes to vacate a 0.25-acre portion of right-of-way that extends from S. Ellis Avenue to S. Van Buren Avenue.

DISCUSSION:
Staff supports the applicant's request to vacate this right-of-way with conditions. Engineering staff recognizes that fully improving this street right-of-way would come at a major cost as the College Branch stream bisects the right-of-way, which is subject to the development requirements of UDC 168.12 – Streamside Protection Zone. To develop this potential street link within this floodplain, engineering staff has stated that there would be extensive development for the construction of a bridge for a street link, something that may not be a near or long term priority for because of the potentially high financial cost. To ensure that a connection is still retained, staff recommends a condition requiring that a public access easement be dedicated jointly within the recommended conditional 30-foot wide drainage easement so that a future pedestrian walkway may be developed.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses.

Utility	Response
Cox Communications	No objections, provided that any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections and no comments.
Black Hills Energy	No objections and no comments.
AT&T	No objections and no comments.
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, provided a 30-foot access and drainage easement retained for the entire length of abutting Lot 1 to maintain the existing storm drain pipe to the end.

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends approval of **VAC-2025-0025.** Should the Planning Commission choose to forward, 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. A 30-foot wide drainage and public access easement shall be dedicated for the entire length of the vacated right of way abutting Lot 1 to maintain an existing storm pipe and provide for future pedestrian access. The owner of Lot 12 shall be required to execute the document by which the easement is dedicated for any portion of the new easement that may extend into Lot 12.

PLANNING COMMISSION ACTION:	**Required** **YES**
Date: **November 24, 2025**	❒ **Tabled** ❒ **Forwarded** ❒ **Denied**
Motion: McGetrick	Commissioner McGetrick motioned to forward the item while amending condition #2 to modify the drainage easement to 20-feet wide and to remove the public access easement.
Second: Holeyfield	
Vote: 9-0-0	

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

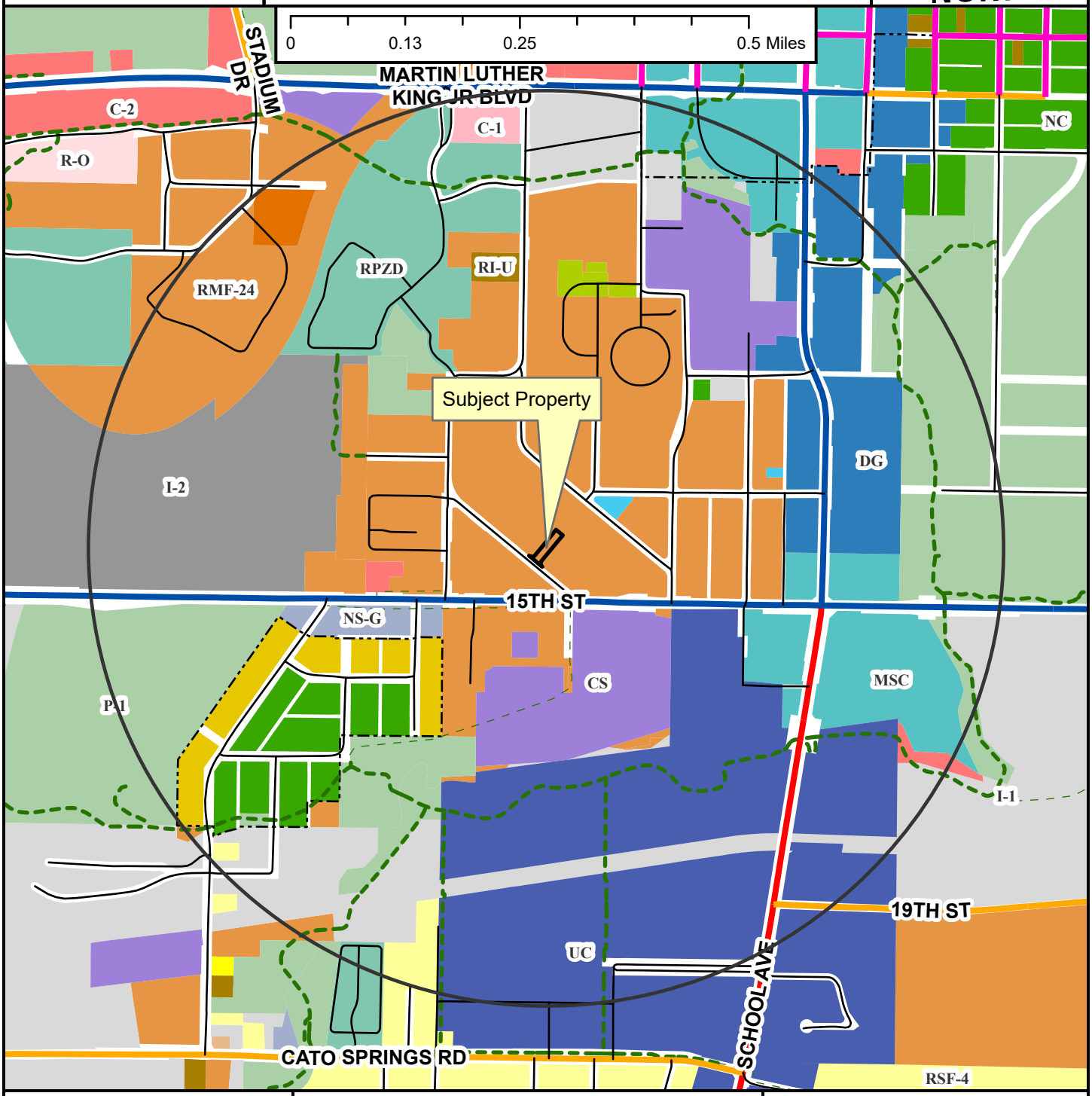
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Applicant Request Letter
- Applicant Petition to Vacate
- Survey

VAC-2025-0025

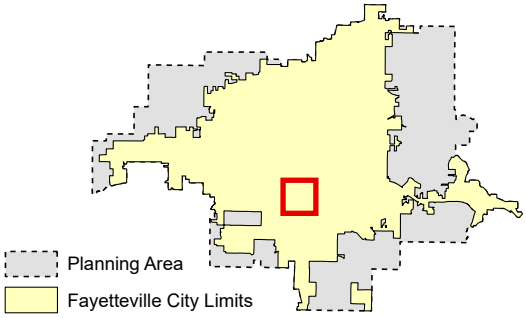
One Mile View

1378 S. VAN BUREN AVE

NORTH



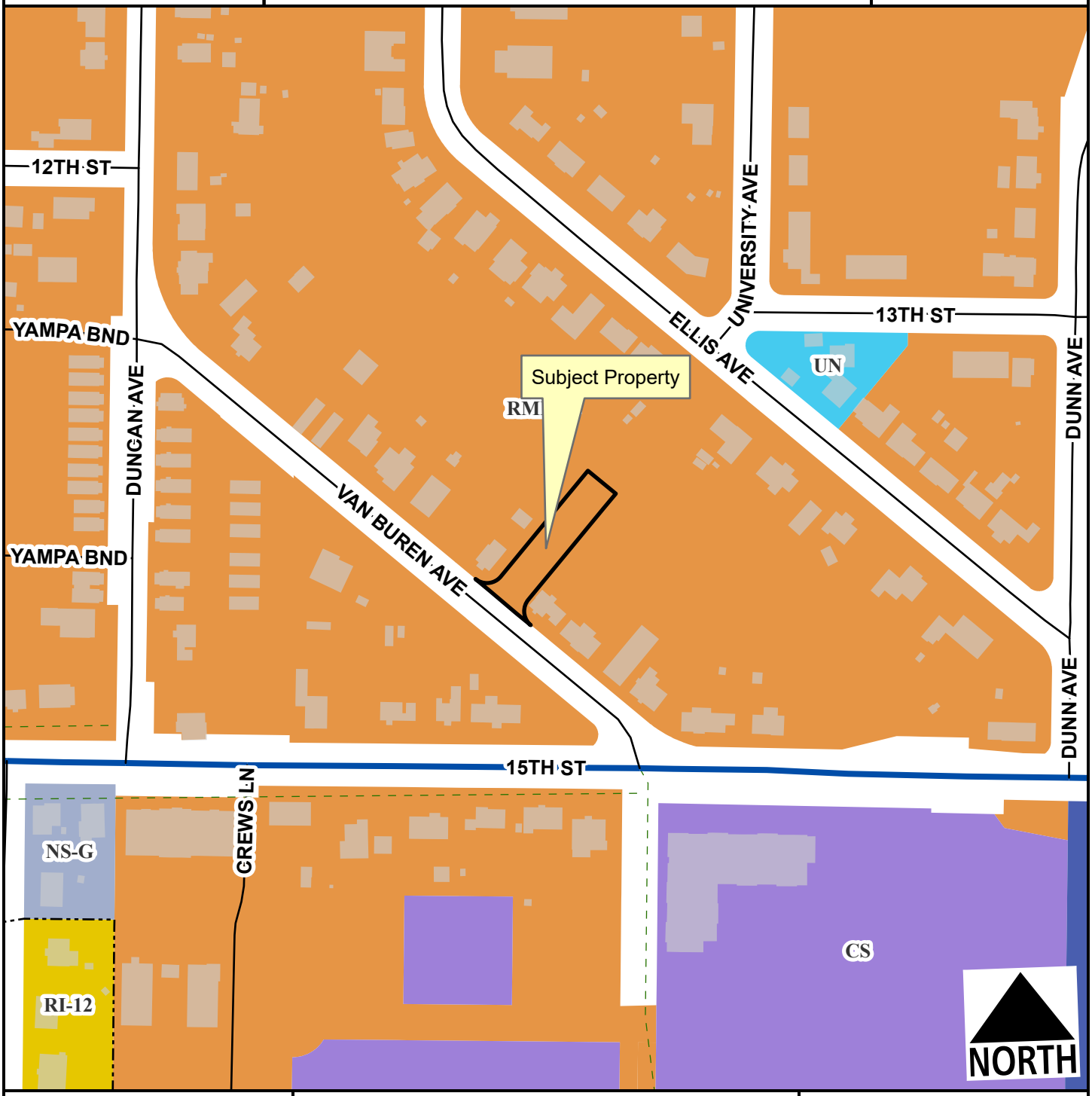
Regional Link
Neighborhood Link
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



VAC-2025-0025

Close Up View

1378 S. VAN BUREN AVE



- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0025

Current Land Use

1378 S. VAN BUREN AVE

NORTH

Regional Link - High Activity
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

August 21, 2025

Planning Commission/City Council
Fayetteville Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Right-of-way vacation request for a portion of S. University Avenue

Planning Commission and City Council,

Please accept this request for right-of-way vacation of an approximately 0.25 acre portion of S. University Avenue between Lot 1 in Block 7 and Lot 12 in Block 9 of Wilson-Dunn Addition. The addresses of these two properties are 1370 and 1378 S. Van Buren Avenue. This vacation would enable me to combine my two properties to enable a wider variety of use.

The proposed vacation area runs Southwest to Northeast and is approximately 215' in length and 50' wide. It terminates at College Branch at the Northeast end and S. Van Buren Avenue at the Southwest end. This intersection with S. Van Buren Avenue is less than 300 feet from the intersection of S. Van Buren Avenue and W. 15th Street. The proposed vacation area has never been used by the City as a street. I'm assuming because it is so close to W. 15th Street.

There currently resides within this right-of-way an existing storm drain from a curb inlet along S. Van Buren Avenue to College Branch as shown on the survey. An easement would have to be granted for this storm drain if this vacation is approved. There is also a small portion of sewer line that runs through College Branch across the Northeastern end of the proposed vacation as shown on the survey. An easement would need to be granted for this section as well.

I have been maintaining this right-of-way as long as I have owned the adjacent properties and I'm assuming the previous owner's did as well. In my opinion, this vacation would not affect the adjacent properties in any way. I kindly ask for your approval of this vacation.

Sincerely,

Leon Lee
HJL Investments, LLC

PETITION

PETITION TO VACATE A STREET RIGHT-OF-WAY LOCATED BETWEEN BLOCKS 7 AND 9, WILSON-DUNN ADDITION, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereinafter sought to be abandoned and vacated, lying between Lot 1 of Block 7 and Lot 12 of Block 9 in Wilson-Dunn Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

AN AREA OF UNIVERSITY AVENUE A PLATTED STREET OF WILSON-DUNN ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF LOT 12 IN BLOCK 9 OF WILSON-DUNN ADDITION; THENCE SOUTH 48°28'07" EAST A DISTANCE OF 50.00 FEET TO THE NORTHWEST (NW) CORNER OF LOT 1 IN BLOCK 1 OF WILSON-DUNN ADDITION; THENCE SOUTH 41°31'04" WEST A DISTANCE OF 190.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 03°28'30" EAST, A CHORD DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR; THENCE NORTH 48°28'04" WEST A DISTANCE OF 25.00 FEET TO A FOUND PIPE; THENCE NORTH 47°49'14" WEST A DISTANCE OF 49.68 FEET TO A FOUND PIPE; THENCE NORTH 48°30'37" WEST A DISTANCE OF 25.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 86°27'37" EAST, A CHORD DISTANCE OF 35.34 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 41°25'50" EAST A DISTANCE OF 189.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRES OR 10,969 SQUARE FEET MORE OR LESS.

That the abutting real estate affected by said abandonment of the right-of-way are Lot 1 of Block 7 and Lot 12 of Block 9 in Wilson-Dunn Addition, City of Fayetteville, 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, subject, however, to the existing utility easements and sewer easements and new drainage easement as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements and new drainage easement, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said street right-of-way.

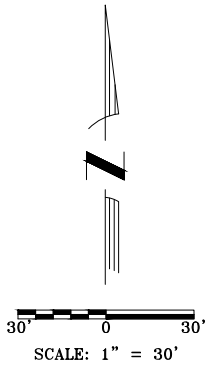
Dated this 13th day of March, 2025

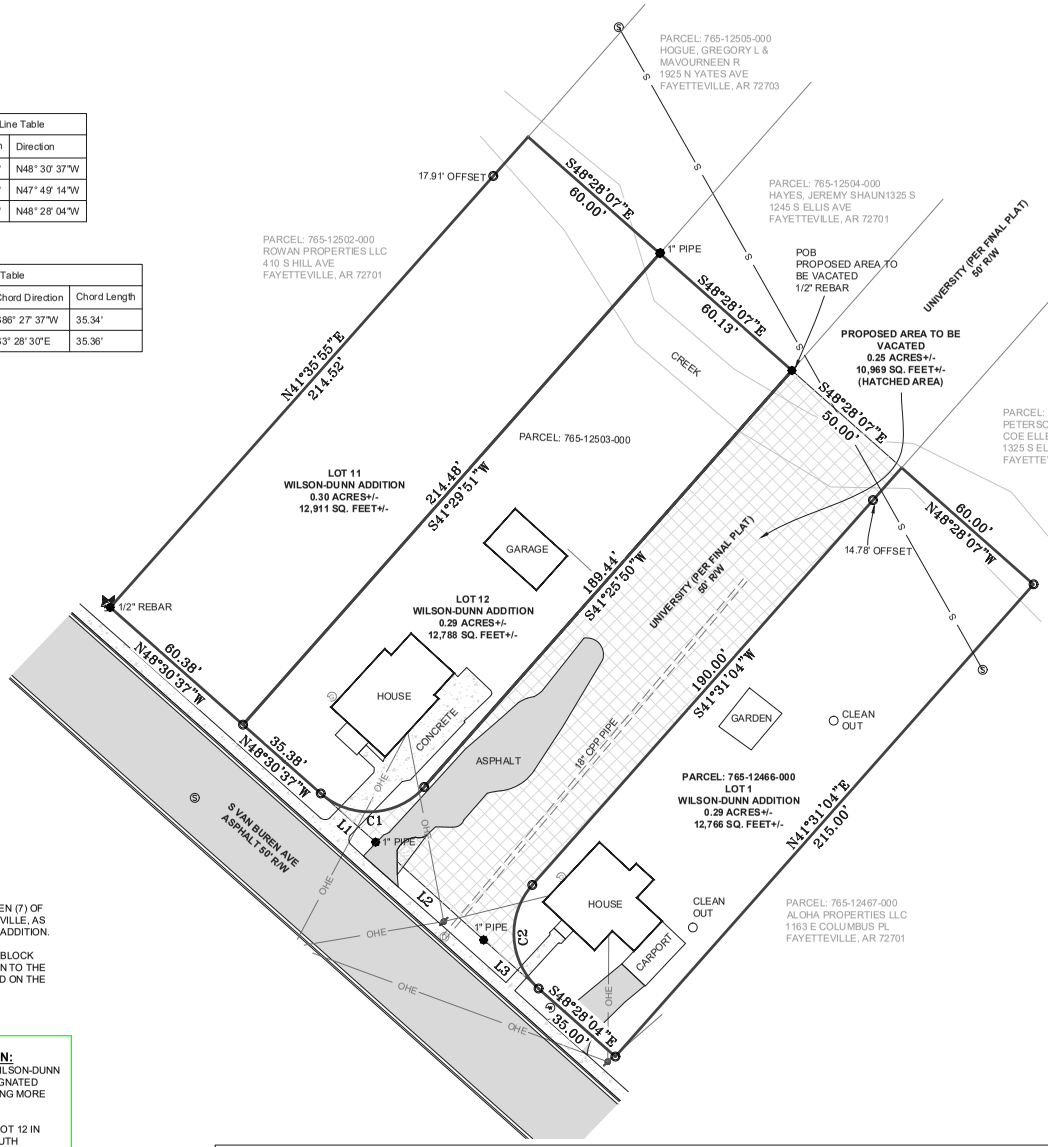
Edward Leon Lee, member
HJL Investments, LLC

Jacquelyn Amber Lee, member
HJL Investments, LLC

Parcel Line Table		
Line #	Length	Direction
L1	25.00'	N48° 30' 37"W
L2	49.68'	N47° 49' 14"W
L3	25.00'	N48° 28' 04"W

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	39.24'	25.00'	S86° 27' 37"W	35.34'
C2	39.28'	25.00'	S3° 28' 30"E	35.36'





Vicinity Map
N.T.S.

DESCRIPTION:
LOT NUMBERED ONE (1) IN BLOCK NUMBERED SEVEN (7) OF WILSON-DUNN ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION.

LOTS NUMBERED ELEVEN (11) AND TWELVE (12) IN BLOCK NUMBERED NINE (9) IN THE WILSON-DUNN ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS DESIGNATED ON THE RECORDED PLAT OF SAID ADDITION.

GIS Approved
10/23/2025

PROPOSED VACATED AREA DESCRIPTION:
AN AREA OF UNIVERSITY A PLATTED STREET OF WILSON-DUNN ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF LOT 12 IN BLOCK 9 OF WILSON-DUNN ADDITION; THENCE SOUTH 48°28'07" EAST A DISTANCE OF 50.00 FEET TO THE NORTHWEST (NW) CORNER OF LOT 1 IN BLOCK 1 OF WILLSON-DUNN ADDITION; THENCE SOUTH 41°31'04" WEST A DISTANCE OF 190.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF SOUTH 03°28'30" EAST A CHORD DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR; THENCE NORTH 48°28'04" WEST A DISTANCE OF 25.00 FEET TO A FOUND PIPE; THENCE NORTH 47°49'14" WEST A DISTANCE OF 49.68 FEET TO A FOUND PIPE; THENCE NORTH 48°30'37" WEST A DISTANCE OF 25.00 FEET TO A SET 5/8" REBAR PLS 1845; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET A CHORD BEARING OF NORTH 86°27'37" EAST A CHORD DISTANCE OF 35.34 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 41°25'50" EAST A DISTANCE OF 189.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRES OR 10,969 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR FACT.

Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.

3. This plat represents a boundary survey of the parcel recorded in Deed Records, Book 2021, Page 16099 at the Office of the Circuit Clerk Washington County, Arkansas.

4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.

5. Basis of Bearings: Arkansas State Plane System North Zone (NAD83).

6. This survey is valid only if the drawing includes the seal and signature of the surveyor.

7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."

8. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.

9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.

10. This property is currently zoned RMF-4.

11. No attempt was made to show building setback lines graphically on the survey.

12. Subsurface and environmental conditions were not examined nor considered a part of this survey.

13. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

RMF-4				
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

State Filing Code:
500-16N-30W-0-21-420-72-1845

CERTIFICATE OF AUTHORIZATION
JAMES LAYOUT SERVICES, LLC NO. 2389
ARKANSAS SURVEYOR

Boundary/Proposed Street Vacation Survey
For: HJL Investments LLC

JLS

James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com

REGISTERED
STATE OF ARKANSAS
NO. 1845
SIGNATURE
10/10/24
MATTHEW D. JAMES
PROFESSIONAL LAND SURVEYOR

Recording Information
Job Number: 24-224
Field Work: A.S.
Drawn By: N.R.
Checked By: M.J.
Certificate of Authorization Arkansas Land Surveyor No. 2389
Date: 10/3/2024
Scale: 1"=30'
Basis of Bearings:(NAD83) Arkansas State Plane North Zone

LEGEND
MONUMENT FOUND (AS NOTED)
MONUMENT SET (5/8" REBAR W/CAP)
AHTD R-O-W MONUMENT
BENCHMARK
GUARD POST
UTILITY POLE
TELEPHONE RISER
FIBER OPTIC TELEPHONE RISER
ELECTRICAL RISER
CABLE RISER
TRAFFIC SIGNAL
SIGN
WATER METER
WATER VALVE
FIRE HYDRANT
WATER SPIGOT
GAS METER
DRAINAGE MANHOLE
RECORD DISTANCE
RECORD BEARING
SANITARY SEWER MANHOLE
DECIDUOUS TREE
EVERGREEN TREE
TREE LINE
WOOD FENCE
CHAIN LINK FENCE
WIRE FENCE
PAINTED STRIPE
TELEPHONE LINE
EXISTING WATER LINE
OVERHEAD ELECTRIC LINE
SEWER LINE
GAS LINE
TELEVISION CABLE
PROPERTY LINES
BUILDING SETBACK
UTILITY POLE (WITH GUY WIRE)

SHEET NO.
1 OF 1

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2563

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **VAC-2025-0029 618 N Rupple Rd (Utility Easement): Submitted by ENGINEERING SERVICES, INC. for property located at 618 N RUPPLE RD in WARD 4. The property is zoned and contains approximately 8.6 acres. The request is to vacate 0.07 acres of a utility easement.**

RECOMMENDATION:
Staff recommends approval of **VAC-2025-0029** 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. Any and all conflicting water or sewer lines must be relocated and accepted by the City of Fayetteville.

BACKGROUND:
The subject property is in west Fayetteville, north of Donald W. Reynolds Boys & Girls Club, and southeast of Fire Station #7 on the east side of Rupple Road. The property received its current zoning designation of P-1 on May 19, 2020 and an associated lot split was administratively approved by the Planning Department on April 7, 2020. Despite these actions, the property remains largely undeveloped.

Request: The applicant proposes to partially vacate a newly acquired water and sewer utility easement on the property, totaling approxaimtely 3,028-square feet. This easement was obtained with the intent of routing a new sewer main extension though it. However, after development on the adjacent property was underway there was discovery that the location of the as-built sewer was incorrect and installed in another location. Since the easement was dedicated before construction, vacation of this portion is requested in order to acquire a new section of easement over the installed line.

DISCUSSION:
City of Fayetteville staff recommends in favor of the requested easement vacation. The applicant submitted all the necessary approvals without objections, but with the conditions as outlined above. Any new easements necessary for the construction of the proposed multi-family development will be dedicated through an associated easement plat, which is currently under review.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Request Letter, 7. Petition to Vacate, 8. Survey

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

File #: 2025-2563

AN ORDINANCE TO APPROVE VAC-25-29 FOR PROPERTY LOCATED AT 618 NORTH RUPPLE ROAD IN WARD 4 TO VACATE 0.07 ACRES OF UTILITY EASEMENT

WHEREAS, the City Council has the authority under Ark. Code Ann. § 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 utility easement 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 utility 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 to or relocation of existing facilities will be at the property owner/developer's expense.
2. Any and all conflicting water and sewer lines must be relocated and accepted by the City of Fayetteville.

City of Fayetteville Staff Review Form

2025-2563

Item ID

12/9/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0029: Vacation (Rupple Rd): submitted by ENGINEERING SERVICES, INC. for property located at 618 N RUPPLE RD in WARD 4. The property is zoned and contains approximately 8.6 acres. The request is to vacate 0.07 acres of a utility easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

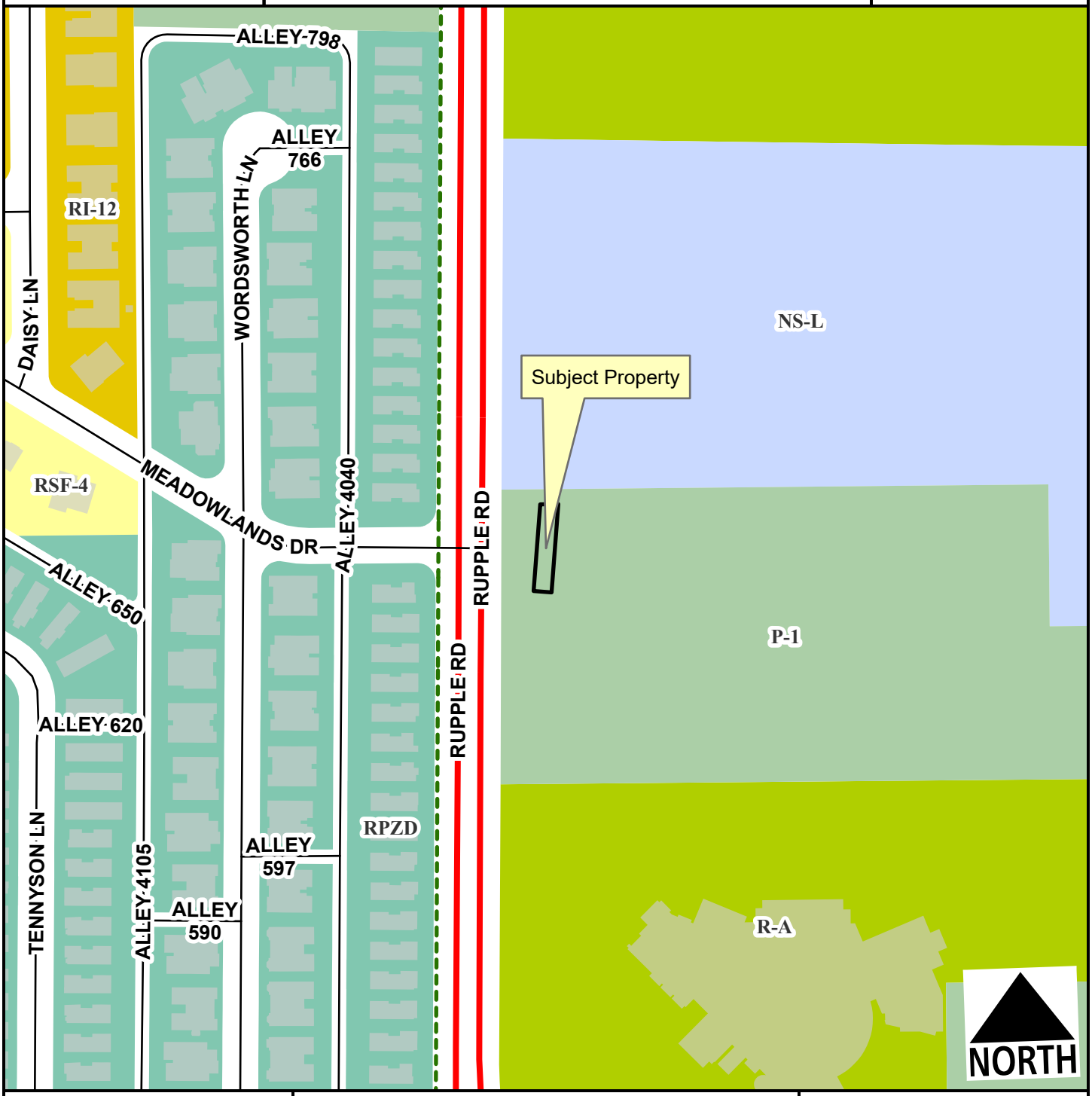
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

VAC-2025-0029	618 N RUPPLE RD	Exhibit "A'
Close Up View		



Regional Link
Alley
Residential Link
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0029

Exhibit B

UTILITY EASEMENT VACATION EXHIBIT DESCRIPTION:

A PART OF TRACT 3-C AND TRACT 3-B OF LOT SPLIT 2020-20940, SAID TRACT BEING PART OF TRACT 3 OF THE FINAL PLAT FOR WHM LAND INVESTMENTS, INC AS FILED IN THE WASHINGTON COUNTY RECORDS, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF TRACT 3-C; THENCE ALONG THE NORTHERN PROPERTY LINE OF TRACT 3-C S88°32'32"E A DISTANCE OF 55.11 FEET; THENCE DEPARTING SAID PROPERTY LINE OF TRACT 3-C S06°26'03"W A DISTANCE OF 21.12 FEET TO THE **POINT OF BEGINNING**; THENCE S88°42'39"E A DISTANCE OF 25.10 FEET; THENCE S06°26'03"W A DISTANCE OF 122.28 FEET; THENCE N83°33'56"W A DISTANCE OF 25.00 FEET; THENCE N06°26'03"E A DISTANCE OF 120.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.0695 ACRES (3,028 SQUARE FEET), MORE OR LESS.

ENGINEERING SERVICES INC.
1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72764 • (479) 751-8733 • Established 1971

October 30, 2025

Fayetteville Planning Commission
Meadowview Easement Vacation
Fayetteville, Arkansas 72701

Via email: planning@fayetteville-ar.gov

Re: Easement Vacation
Meadowview Senior Living Facility
Rupple Road
Fayetteville, AR

Commissioners:

We are requesting a portion of a newly acquired water and sewer easement to be vacated. This easement was obtained under the guise of routing a new sewer main extension through it based off some city as-builts, after the project got underway, we were able to start digging and discovered that the location of the as-built sewer was incorrect and located in another location. Since we were required to acquire the easement before construction, we now must vacate this portion and acquire a new section of easement.

Very truly yours,

Nicholas Bohning

Z:\LSD\23945 Meadowview\09 Easements\Easement Vacation Docs\Transmittal Letter.docx

WATER/SEWER VACATION PETITION

PETITION TO VACATE A general utility/water & sewer **EASEMENT LOCATED IN** *(Tract 3-C, N/A, WHM Land Investments, Inc.)*, **CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission
and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in *(Tract 3-C, N/A, WHM Land Investments, Inc.)*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

UTILITY EASEMENT VACATION EXHIBIT DESCRIPTION:

A PART OF TRACT 3-C AND TRACT 3-B OF LOT SPLIT 2020-20940, SAID TRACT BEING PART OF TRACT 3 OF THE FINAL PLAT FOR WHM LAND INVESTMENTS, INC AS FILED IN THE WASHINGTON COUNTY RECORDS, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF TRACT 3-C; THENCE ALONG THE NORTHERN PROPERTY LINE OF TRACT 3-C S88°32'32"E A DISTANCE OF 55.11 FEET; THENCE DEPARTING SAID PROPERTY LINE OF TRACT 3-C S06°26'03"W A DISTANCE OF 21.12 FEET TO THE **POINT OF BEGINNING**; THENCE S88°42'39"E A DISTANCE OF 25.10 FEET; THENCE S06°26'03"W A DISTANCE OF 122.28 FEET; THENCE N83°33'56"W A DISTANCE OF 25.00 FEET; THENCE N06°26'03"E A DISTANCE OF 120.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.0695 ACRES (3,028 SQUARE FEET), MORE OR LESS.

That the abutting real estate affected by said abandonment of the alley are (*Tract 3-C, N/A, WHM Land Investments, Inc.)* 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 easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 27th day of OCTOBER, 2025.

Joshua Brabaker

Printed Name

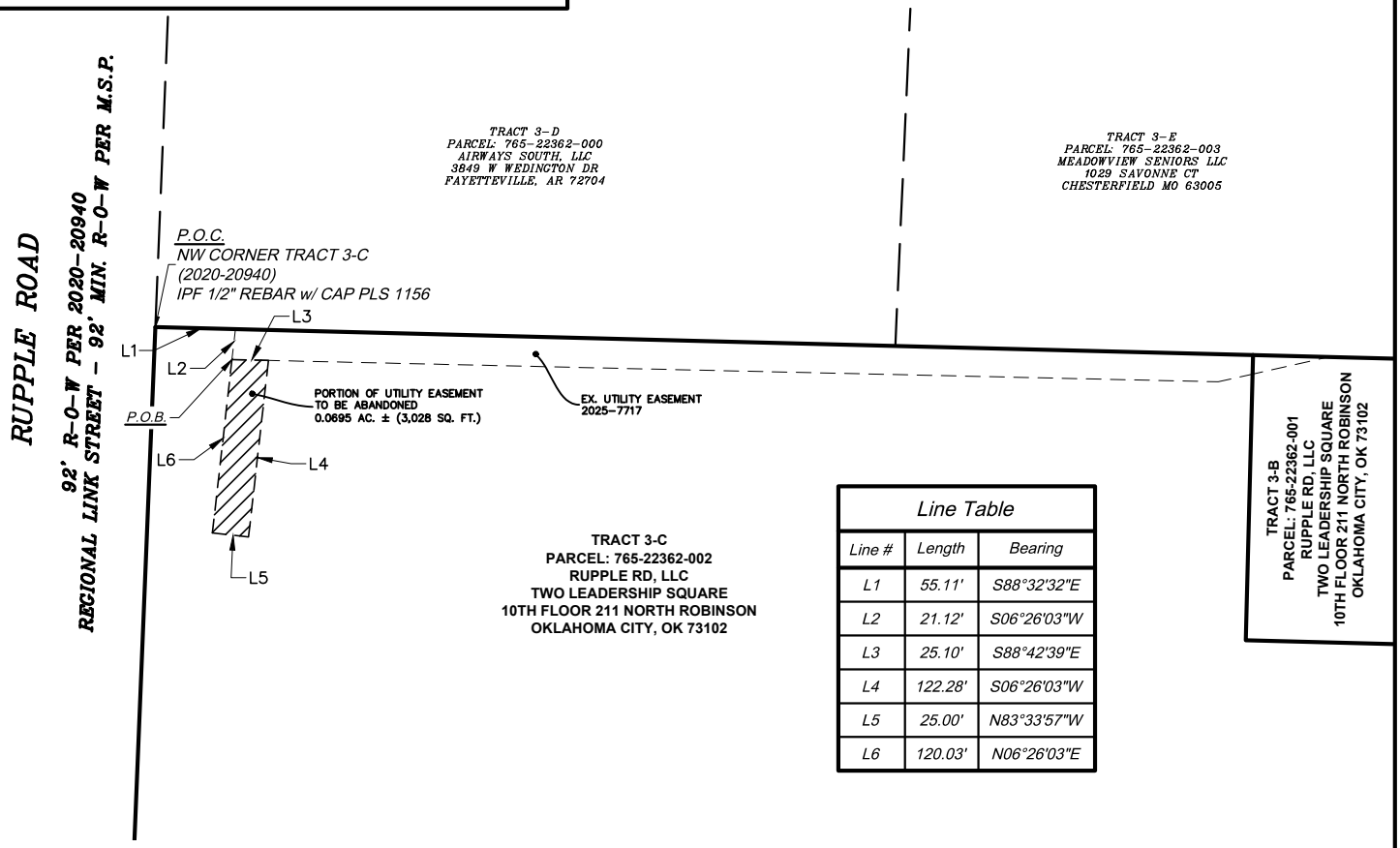
Signature

Printed Name

Signature

NOTES:
* NOT A BOUNDARY SURVEY

UTILITY ESMT. AREA TO ABANDON: 3,028 SQ.FT. (0.0695 AC.)

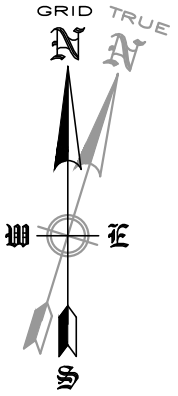


Line Table		
Line #	Length	Bearing
L1	55.11'	S88°32'32"E
L2	21.12'	S06°26'03"W
L3	25.10'	S88°42'39"E
L4	122.28'	S06°26'03"W
L5	25.00'	N83°33'57"W
L6	120.03'	N06°26'03"E

UTILITY EASEMENT VACATION EXHIBIT DESCRIPTION:

A PART OF TRACT 3-C AND TRACT 3-B OF LOT SPLIT 2020-20940, SAID TRACT BEING PART OF TRACT 3 OF THE FINAL PLAT FOR WHM LAND INVESTMENTS, INC AS FILED IN THE WASHINGTON COUNTY RECORDS, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***COMMENCING** AT THE NW CORNER OF TRACT 3-C; THENCE ALONG THE NORTHERN PROPERTY LINE OF TRACT 3-C S88°32'32"E A DISTANCE OF 55.11 FEET; THENCE DEPARTING SAID PROPERTY LINE OF TRACT 3-C S06°26'03"W A DISTANCE OF 21.12 FEET TO THE **POINT OF BEGINNING**; THENCE S88°42'39"E A DISTANCE OF 25.10 FEET; THENCE S06°26'03"W A DISTANCE OF 122.28 FEET; THENCE N83°33'56"W A DISTANCE OF 25.00 FEET; THENCE N06°26'03"E A DISTANCE OF 120.03 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.0695 ACRES (3,028 SQUARE FEET), MORE OR LESS.*



GRAPHIC REPRESENTATION ONLY

BASIS OF BEARINGS:
ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE 0301

UTILITY EASEMENT EXHIBIT

MEADOWVIEW SENIOR LIVING FACILITY

FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

SCALE: N.T.S.	DATE: September 3, 2025	DRAWN BY: NMB

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

© COPYRIGHT 2024, ENGINEERING SERVICES, INC. 9/3/2025 8:52 AM
Z:\LSD\23945 MEADOWVIEW\09 EASEMENTS\EASEMENT VACATION DOCS\EXHIBIT FOR ABANDONMENT.DWG

W.O.# 23945 | SHEET 1

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2517

MEETING OF DECEMBER 9, 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-2025-0030: Vacation (3383 N. GULLEY ROAD/CITY OF FAYETTEVILLE, 219): Submitted by CITY OF FAYETTEVILLE for property located at 3383 N. GULLEY ROAD in WASHINGTON COUNTY. The property is zoned under WASHINGTON COUNTY ZONING and contains approximately 2.5 acres. The request is to vacate a 0.10-acre portion of a water easement.**

RECOMMENDATION:
City Planning staff recommend approval of a request to vacate the subject easement as described in exhibits A and B.

BACKGROUND:
The subject property is east of the Fayetteville city limits on N. Gulley Road, approximately ¾ mile north of E. Mission Boulevard. (Hwy 45). Though located in Washington County, the property is adjacent to the City of Fayetteville's eastside water tank, and an exclusive water easement owned by the City of Fayetteville currently occupies this property.

DISCUSSION:
Request: The request is to vacate this existing water easement. Due to new improvements to the eastside water tank, a waterline will be relocated farther to the east to avoid interference with the existing lateral septic lines. The existing property owner has already granted consent to the additional easement, and no other signatures are necessary from any other private franchise utilities. A review by the Legal Department indicated that vacating the easement falls under City Council's authority despite its location in unincorporated Washington County.

Public Comment: Staff did not receive any public comment relating to the request.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Applicant Request Letter, 7. Petition to Vacate, 8. Survey, 9. New Easement Exhibit

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

File #: 2025-2517

AN ORDINANCE TO APPROVE VAC-25-30 FOR PROPERTY LOCATED AT 3383 NORTH GULLEY ROAD IN WASHINGTON COUNTY TO VACATE 0.10 ACRES OF WATER EASEMENT

WHEREAS, the City Council has the authority under Ark. Code Ann. § 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 water easement 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 water 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.

City of Fayetteville Staff Review Form

2025-2517

Item ID

12/16/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0030: Vacation (3383 N. GULLEY ROAD/CITY OF FAYETTEVILLE, 219): Submitted by CITY OF FAYETTEVILLE for property located at 3383 N. GULLEY ROAD in WASHINGTON COUNTY. The property is zoned under WASHINGTON COUNTY ZONING and contains approximately 2.5 acres. The request is to vacate a 0.10-acre portion of a water easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

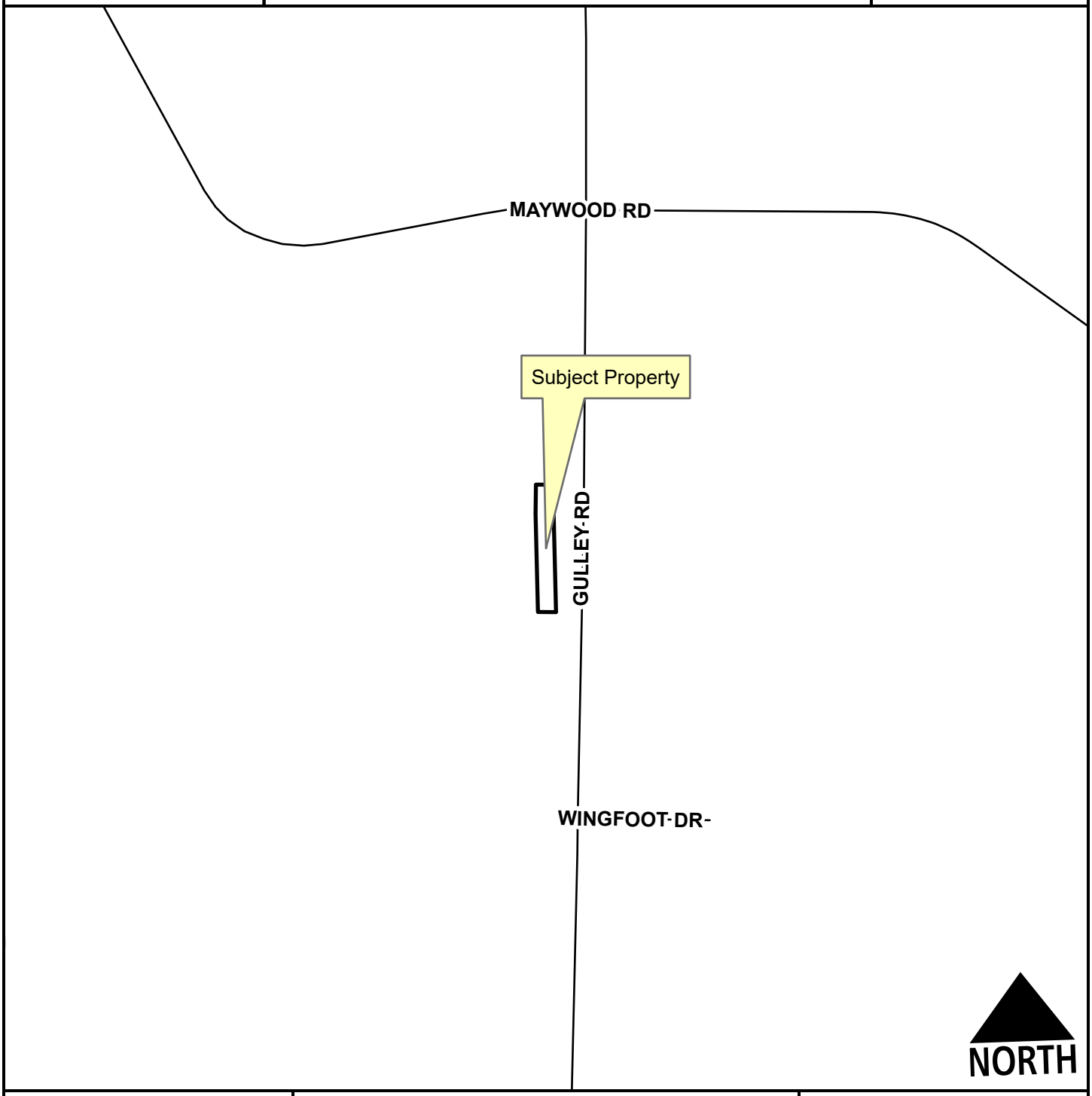
Comments:

VAC-2025-0030

Close Up View

3383 N GULLEY RD

EXHIBIT A



Unclassified

Feet

0 75 150 300 450 600

1:2,400

EXHIBIT B

A permanent easement 25.00 feet in width, being 12.50 feet on each side of the centerline of this permanent easement across the East side of Grantor's above described property. The centerline of this permanent easement shall be the centerline of the waterline as constructed, said easement also described as commence at the intersection of Grantor's North property line and the West right of way line, as presently located, of Gulley Road and run thence North 87° 22' 09" West along said North property line a distance of 11.92 feet to the "TRUE POINT OF BEGINNING" of this permanent easement description; thence leaving said North property line South 02° 52' 20" West a distance of 40.30 feet; thence South 00° 38' 12" West a distance of 135.79 feet to Grantor's South property line; thence North 87° 22' 09" West along said South property line a distance of 12.51 feet to said centerline of said waterline as constructed; thence continue North 87° 22' 09" West along said South property line a distance of 12.51 feet; thence leaving said South property line North 10° 30' 12" East a distance of 135.34 feet; thence North 02° 52' 32" East a distance of 40.75 feet to said North property line; thence South 87° 22' 09" East along said North property line a distance of 12.50 feet to said centerline of said waterline as constructed; thence continue South 87° 22' 09" East along said North property line a distance of 12.50 feet to the point of beginning, containing 4,403 square feet, or 0.10 acres, more or less.

CITY OF
FAYETTEVILLE
ARKANSAS

November 3, 2025

Fayetteville City Council
113 W. Mountain Street
Fayetteville, AR 72701

Re: Parcel No. 001-15585-000
3383 N. Gulley Road

Dear Council Members:

After construction commenced on the City's Eastside Water Improvement Project, it was determined that existing septic lateral lines encroached upon the area designated for the proposed new waterline. Consequently, it became necessary to relocate the waterline further east to avoid interference with those lateral lines. The property owner has agreed to execute a new easement contingent upon the City's approval of a vacation of the previously acquired easement.

The easement requesting to be vacated is exclusive to the City of Fayetteville and, therefore, no consent is needed from any other utility company.

A formal request for vacation is attached for your review and consideration. Please let me know if any additional information is required.

Thank you for your time and attention to this matter.

Sincerely,

Tim Nyander

Enclosures

PETITION TO VACATE

PETITION TO VACATE A WATER/SEWER EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-NINE IN TOWNSHIP SEVENTEEN NORTH OF RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS.

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

The City of Fayetteville hereby petitions for the following described water/sewer easement, lying in the Southeast Quarter of the Southeast Quarter of Section Twenty-Nine in Township Seventeen North of Range Twenty-Nine West, Washington County, Arkansas, be abandoned and vacated:

> A permanent easement 25.00 feet in width, being 12.50 feet on each side of the centerline of this permanent easement across the East side of Grantor's above described property. The centerline of this permanent easement shall be the centerline of the waterline as constructed, said easement also described as commence at the intersection of Grantor's North property line and the West right of way line, as presently located, of Gulley Road and run thence North 87° 22' 09" West along said North property line a distance of 11.92 feet to the "TRUE POINT OF BEGINNING" of this permanent easement description; thence leaving said North property line South 02° 52' 20" West a distance of 40.30 feet; thence South 00° 38' 12" West a distance of 135.79 feet to Grantor's South property line; thence North 87° 22' 09" West along said South property line a distance of 12.51 feet to said centerline of said waterline as constructed; thence continue North 87° 22' 09" West along said South property line a distance of 12.51 feet; thence leaving said South property line North 10° 30' 12" East a distance of 135.34 feet; thence North 02° 52' 32" East a distance of 40.75 feet to said North property line; thence South 87° 22' 09" East along said North property line a distance of 12.50 feet to said centerline of said waterline as constructed; thence continue South 87° 22' 09" East along said North property line a distance of 12.50 feet to the point of beginning, containing 4,403 square feet, or 0.10 acres, more or less.

Petitioner states that the above described real estate will not adversely affect the public interest and welfare and would also not be adversely affected by the abandonment of the above described water/sewer easement.

The petitioner prays 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.

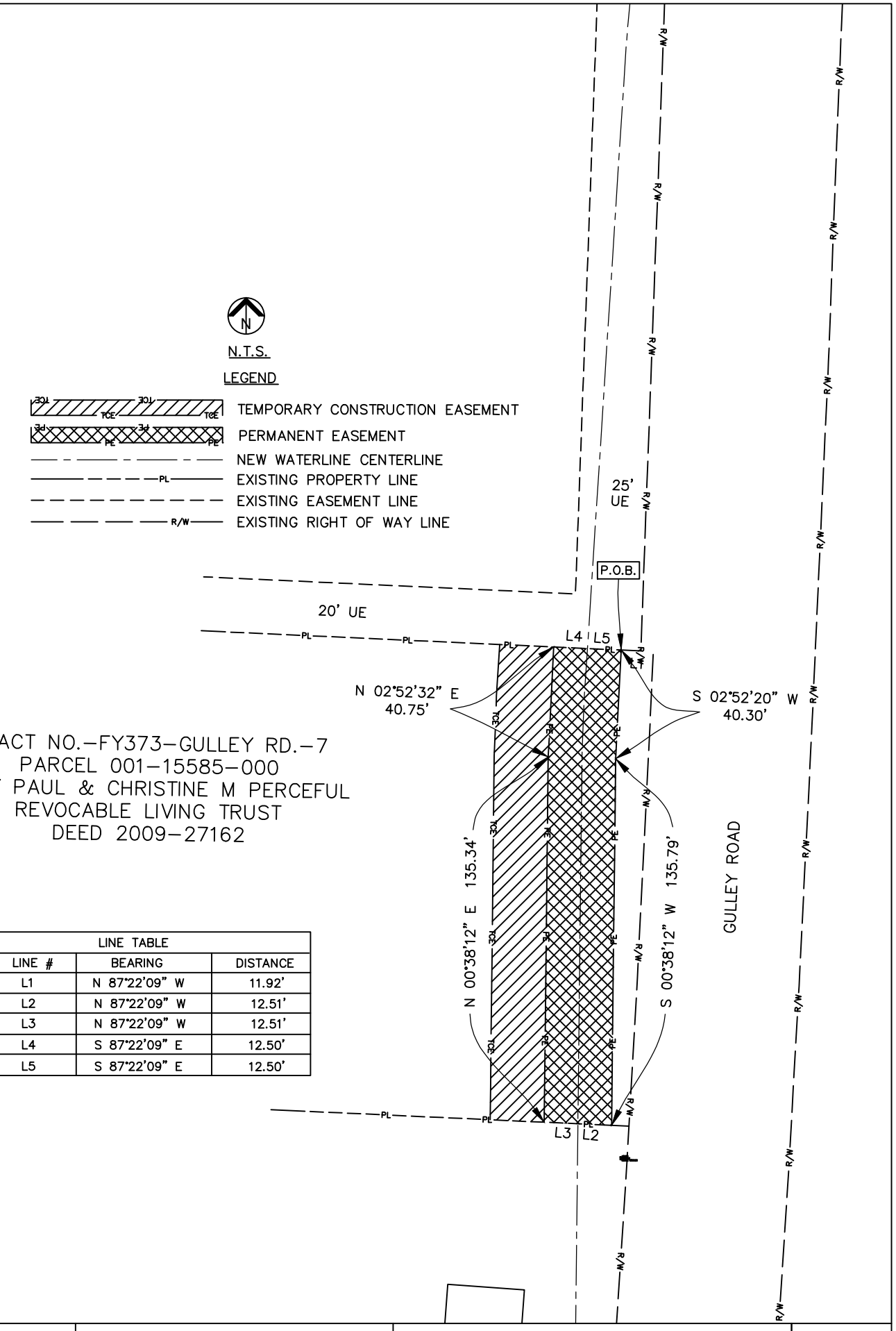
The petitioner further prays that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioner respectfully prays 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 easements of the public for the use of said water/sewer easement.

Dated this 22ND day of OCTOBER, 2025.

Tim Nyander

Tim Nyander, Utilities Director



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 87°22'09" W	11.92'
L2	N 87°22'09" W	12.51'
L3	N 87°22'09" W	12.51'
L4	S 87°22'09" E	12.50'
L5	S 87°22'09" E	12.50'

DWG: G:\Fayetteville\Teams\Survey\Land Projects 2018\FY373\FY373GulleyRdGulleyRdTankSiteEASEMENT.dwg USER: gdenzer
DATE: Jul 10, 2019 1:26pm XREFS:

PROJECT NO: 018-0031	EASEMENT DRAWING PERCEFUL - GR-7 GULLEY ROAD WATER LINE	olsson	EXHIBIT
DRAWN BY: GLD		302 East Millsap Road Fayetteville, AR 72703 TEL 479.443.3404 FAX 479.443.4340	1
DATE: 07/10/19			

Parcel No. 001-15585-000
East Fayetteville Water System Improvements
Tract No. FY373-Gulley Road-7

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Christine Perceful, Trustee of the Billy Paul Perceful and Christine M. Perceful Revocable Living Trust U/T/D August 14, 2009,** hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Warranty Deed: 2009-027162)

Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Southeast Quarter (SE ¼) of Section Twenty-Nine (29) in Township Seventeen (17) North of Range Twenty-nine (29) West, described as follows, to-wit: Beginning at the Northeast corner of said forty acre tract, and running thence West 406.9 feet, thence South 343 feet, thence East 237.4 feet, thence North 167 feet, thence East 169.5 feet, thence North 176 feet to the point of beginning, containing three (3) acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4 SE1/4) of Section 29, Township 17 North, Range 29 West, of the Fifth Principal Meridian, Washington County, Arkansas, and being more particularly described as follows:

BEGINNING at the southeast corner of Lot 1, Bridgewater Estates, as filed for record in File: 0023-00000082, January 2, 2004; thence by bearing and distance (basis of bearings, Grid North), South 87°22'09" East a distance of 4.59 feet to the west right-of-way line of Gulley Road, as that currently exists; thence South 02°47'24" West along said west right-of-way line a distance of 120.94 feet; thence South 03°13'46" West continuing along said west right-of-way line a distance of 45.60 feet; thence leaving said west right-of-way line, North 43°34'21" West a distance of 24.67 feet; thence North 00°41'18" East a distance of 104.26 feet; thence North 19°00'45" West a distance of 40.34 feet; thence North 03°40'59" East a distance of 7.76 feet to the south line of said Lot 1, Bridgewater Estates; thence along and coincident with said south line of Lot 1, South 87°22'09" East a distance of 32.30 feet to the Point of Beginning, containing 3,640 square feet, or 0.084 acres, more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

Also, a 20' wide temporary construction and grading easement, being 20' perpendicular to and parallel with, and having an east line along and coincident with the west line of the above described permanent easement, containing 3,728 square feet or 0.086 acres, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this 21st day of October, 2025.

Christine M. Perceful

Christine Perceful, Trustee of the
Billy Paul Perceful and Christine M. Perceful
Revocable Living Trust U/T/D August 14, 2009

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

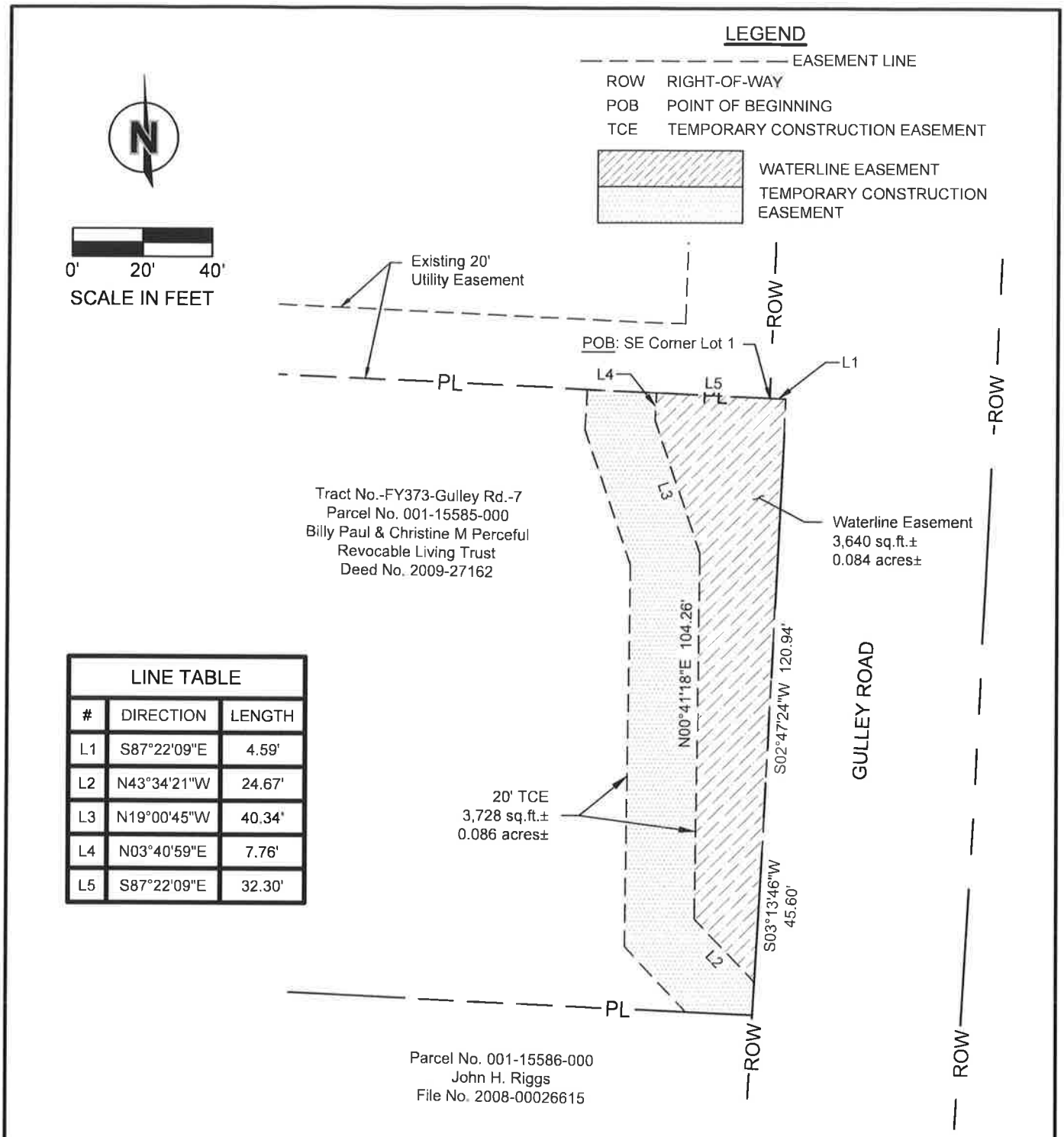
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Christine Perceful, Trustee of the Billy Paul Perceful and Christine M. Perceful Revocable Living Trust U/T/D August 14, 2009**, to me well known as the person who executed the foregoing document, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 21st day of October, 2025.

MY COMMISSION EXPIRES:

BRANDI SAMUELS NOTARY PUBLIC #12345928 EXPIRES 12/12/2025 WASHINGTON COUNTY, ARKANSAS

Notary Public



LINE TABLE		
#	DIRECTION	LENGTH
L1	S87°22'09"E	4.59'
L2	N43°34'21"W	24.67'
L3	N19°00'45"W	40.34'
L4	N03°40'59"E	7.76'
L5	S87°22'09"E	32.30'

This exhibit & sketch is not a boundary survey and does not meet the AR Standards of Practice for Property Boundary Surveys and Plats. It is intended to show proposed easements, and should not be used to locate property corners and/or property lines.

PROJECT NO: 024-03556 DRAWN BY: SBR DATE: 10.20.2025	Easement Drawing Perceful - GR-7 Gulley Road Water Line	olsson®	3537 North Steele Boulevard Suite 310 Fayetteville, AR 72703 olsson.com TEL 479.443.3404 Olsson - Survey Arkansas COA #1010	EXHIBIT A

F:\2024\03501-040001\024-03556\40-Design\Survey\SRVY\XrefV_XESMT_02403556-Perceful.dwg
DATE: Oct 20, 2025 1:02pm USER: ksikes

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2547

MEETING OF DECEMBER 9, 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-2025-0049: Rezone (258 W. MILLER ST / FLINTLOCK LTD, 367): Submitted by FLINTLOCK LTD for property located at 258 W. MILLER ST in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.20 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located in north Fayetteville at the northeast corner of the intersection of N. Gregg Ave. and W. Miller St. The property contains one parcel totaling 0.20 acres which is currently developed with a 896-square-foot single-family house constructed in 1960 per the Washington County Assessor. The property is not part of any zoning overlay or master plan area.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to UN, Urban Neighborhood. The applicant's original request was for DG, Downtown General, which was amended to UN, Urban Neighborhood by the Planning Commission.

Public Comment: Staff received three public comments opposed to the rezoning, citing parking concerns, commercial density, and lagging street improvements. One public comment was received in support of the request, citing pending street improvements, increasing residential density, and potential for mass transit connections.

Land Use Compatibility: Staff found the proposed zoning of DG as well as the amended zoning of UN to be compatible with the surrounding area. Land uses in the immediate vicinity vary, with primarily commercial or light industrial uses present on the west side of N. Gregg Ave. and a range of residential densities present on the east side of N. Gregg. Other nonresidential uses are also present nearby and include Gregory Park, Woodland Junior High School, and the Veteran's Health Care System of the Ozarks. The uses permitted by right in DG and UN, which include all types of dwellings as well as commercial uses such as neighborhood shopping goods, offices, eating places, and sidewalk cafes, are directly compatible with the existing land uses in this area. Staff finds the addition of commercial on a corner lot fronting a Neighborhood Link-classed street could be a benefit to the existing residents. The small size of the lot and triangular shape are likely to mitigate

negative impacts that could result from larger commercial developments. Additionally, the five-story height limit is likely a compatible transition between the higher-intensity street and industrial uses to the west and lower intensity residential which is capped at three stories to the east.

Small Scale Production is also permitted by right in DG; however, staff finds this use is likely compatible given the proximity of N. Gregg Ave. and nearby industrial uses. Further, uses allowed conditionally in DG, including hotels, transportation trades and services, commercial recreation and other similar uses, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility. When compared to the site's current zoning designation of RSF-4, DG and UN would allow for an increase in residential density, which would complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable urban living. While DG and UN would permit narrower lots than zoning currently allows (18 feet versus 70 feet), staff finds the shape of the parcel and other design standards such as tree preservation, parking, and access will likely limit development of the overall parcel. The DG and UN zoning districts are also considered residential zoning for the purpose of Chapter 96: Noise Control; therefore, the property would be required to meet the same noise regulations as it currently does.

Land Use Plan Analysis: The proposed UN 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. Further, the property is surrounded by a City Neighborhood designation to both the north and south. The UN zoning district would allow for a mixture of residential densities that are urban in form while permitting the addition of commercial uses along a major transportation corridor. If the property were to be redeveloped or subdivided, staff finds that UN would encourage an environment that is more appealing to pedestrians and would reduce the visual impact of parking areas. The property has a moderate weighted infill score of 10 which indicates that the site is prepared to accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1 and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing 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 ranged score of **8** for this site. The following elements of the matrix contribute to the score:
1. 4 Minute Fire Response (Station #2, 138 W. North St.)
2. Near Sewer Main (6-inch main, N. Gregg Ave. & W. Miller St)
3. Near Water Main (8-inch main, N. Gregg Ave. | 6-inch main, W. Miller St.)
4. Near Public School (Woodland Junior High)
5. Near City Park (Gregory Park)
6. Near Paved Trail (Midtown Trail)
7. Near ORT Bus Stop (College & Poplar)
8. Near Razorback Bus Stop (Chestnut Apartments, Gregg & Township)

DISCUSSION:

At the November 24, 2025 Planning Commission meeting, a vote of 6-2-0 forwarded the request to City Council with a recommendation of approval, amending the proposal to UN, Urban Neighborhood. Commissioner Werner motioned and Commissioner McGetrick seconded. The applicant noted an intent to modify the existing structure to a small-scale commercial use and to subdivide the remainder of the parcel into residential units. There was extensive discussion about the requested Downtown General zoning district versus the less intensive UN, Urban Neighborhood, with multiple commissioners citing the reduced height allowances and fewer permitted uses within UN as contributing towards neighborhood compatibility. Several commissioners voting in favor noted the parcel's location along a major throughfare with a railroad, extensive industrial and nonresidential uses and well as high-density residential structures. Several commissioners also

noted the small size of the parcel was likely to limit development potential and adjacent impact, though some commissioners against the request cited the possibility of the small size leading to parking spillover in the surrounding neighborhood. Five members of the public spoke at the meeting, all of whom were in opposition to the request. Reasons for public opposition included a desire to see housing maintained for residential uses, safety concerns associated with increased traffic and parking overflow onto narrow streets without existing sidewalk systems, and insufficient utility infrastructure to support commercial development.

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 #: 2025-2547

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-49 FOR APPROXIMATELY 0.20 ACRES LOCATED AT 258 WEST MILLER STREET 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 from RSF-4, Residential Single-Family, 4 Units Per Acre to UN, Urban Neighborhood.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2547

Item ID

12/16/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0049: Rezone (258 W. MILLER ST / FLINTLOCK LTD, 367): Submitted by FLINTLOCK LTD for property located at 258 W. MILLER ST in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.20 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

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:

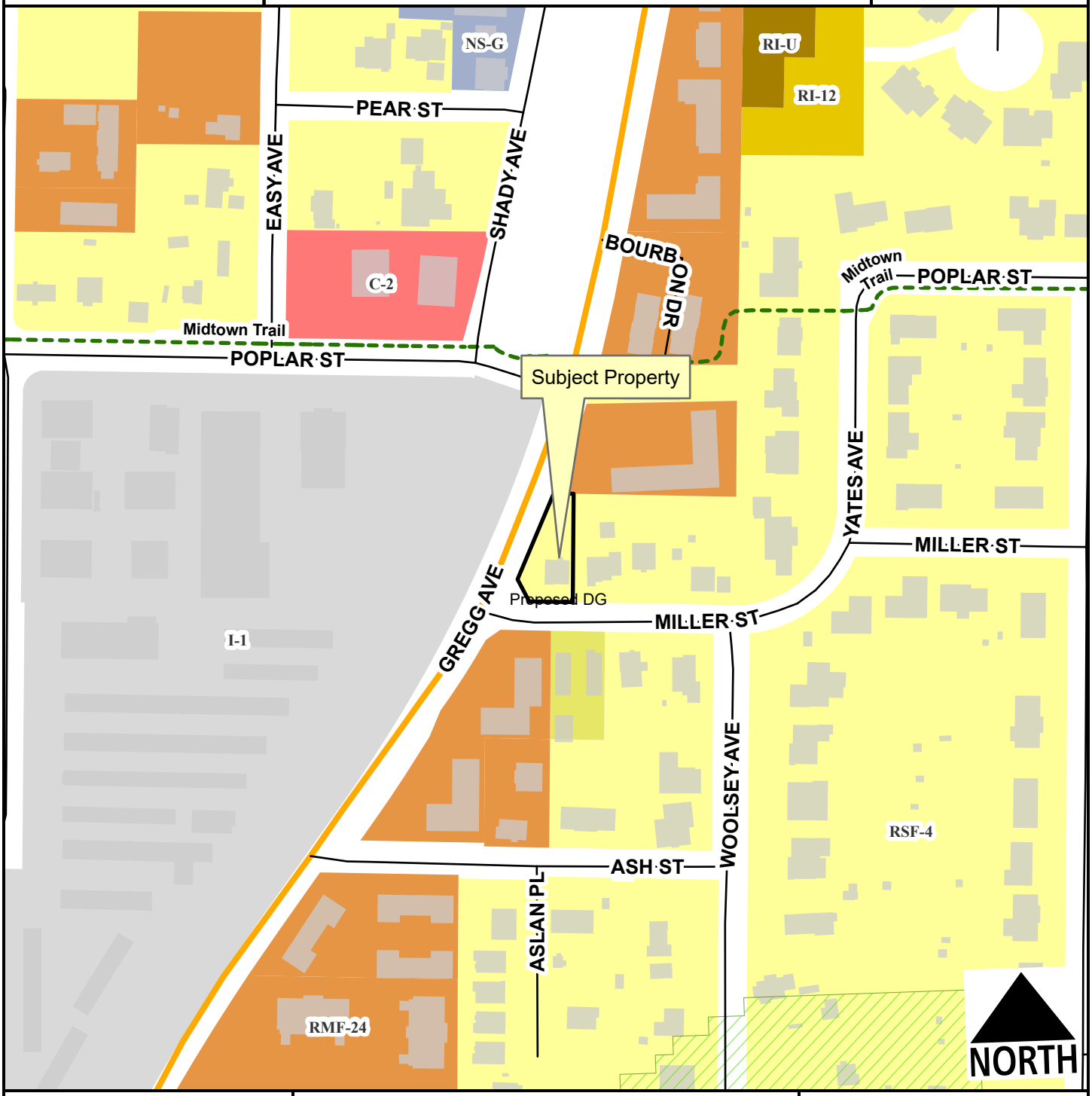
Comments:

RZN-2025-0049

Close Up View

258 W. MILLER ST

RZN-2025-0049
EXHIBIT 'A'



Neighborhood Link
Unclassified
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet
0 75 150 300 450 600
1:2,400

Zone	Current	Proposed
DG	0.0	0.2
RSF-4	0.2	0.0

Total 0.2 ac

flintlock
ARCHITECTURE & LANDSCAPE

RZN-2025-0049
EXHIBIT 'B'

September 15, 2025

258 W Miller
Legal description

Parcel # 765-09564-000:

- (REVISED PLAT LOTS 3-9 BLK 6) PT LOT 4 BLOCK 2
- Lot 4, Block 2, Revised Plat of Lot 3-9, inclusive of Block 6 in Parker's Plat of Valley View Acres to the City of Fayetteville, Washington County, Arkansas. LESS AND EXCEPT all that part conveyed to the City of Fayetteville, Arkansas in Easement Deed recorded in Deed Book 1078 page 901.
- Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Respectfully,
FLINTLOCK LTD CO

Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: November 24, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0049: Rezone (258 W. MILLER ST / FLINTLOCK LTD, 367):** Submitted by FLINTLOCK LTD for property located at 258 W. MILLER ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.20 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0049** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0049** to the City Council with a recommendation for approval."*

BACKGROUND:
The subject property is located in north Fayetteville at the northeast corner of the intersection of N. Gregg Ave. and W. Miller St. The property contains one parcel totaling 0.20 acres which is currently developed with a 896-square-foot single-family house constructed in 1960 per the Washington County Assessor. The property is not part of any zoning overlay or master plan area. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Multifamily Residential	RMF-24, Residential Multifamily, 24 Units per Acre
South	Mixed-Density Residential	RMF-24, Residential Multifamily, 24 Units per Acre RSF-18, Residential Single-Family, 18 Units per Acre
East	Two-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Railroad Right-of-Way	I-1, Heavy Commercial and Light Industrial

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to DG, Downtown General.

Public Comment: Staff has received three public comments against the rezoning citing parking concerns, commercial density, and lagging street improvements.

INFRASTRUCTURE:

Streets: The subject area has a road frontage along N. Gregg Ave., a Neighborhood Link with asphalt paving, sidewalk, and curb and gutter. The subject area also has frontage along W. Miller St., a Residential Link with asphalt paving, sidewalk, and curb and gutter. 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 existing 8-inch water main along N. Gregg Ave. and existing 6-inch water main along W. Miller St.

Sewer: Sanitary sewer is available to the subject property. There is existing 6-inch sewer main along N. Gregg Ave. and existing 6-inch sewer main along W. Miller St. 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 or hydric soils are present on the subject property. Any improvements or requirements for drainage will be determined at time of development.

Fire: Station 2, located at 138 W. North St., protects this site. The property is located approximately one mile from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district of DG, Downtown General, requires **10% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre, requires **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area.

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranged score of **8** for this site with a weighted score of **10**. 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, N. Gregg Ave. & W. Miller St)

- Near Water Main (8-inch main, N. Gregg Ave. | 6-inch main, W. Miller St.)
- Near Public School (Woodland Junior High)
- Near City Park (Gregory Park)
- Near Paved Trail (Midtown Trail)
- Near ORT Bus Stop (College & Poplar)
- Near Razorback Bus Stop (Chestnut Apartments, Gregg & Township)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the proposed zoning of DG, Downtown General to be compatible with the surrounding area. Land uses in the immediate vicinity vary, with primarily commercial or light industrial uses present on the west side of N. Gregg Ave. and a range of residential densities present on the east side of N. Gregg. Other nonresidential uses are also present nearby and include Gregory Park, Woodland Junior High School, and the Veteran's Health Care System of the Ozarks. The uses permitted by right in DG, which include all types of dwellings as well as commercial uses such as neighborhood shopping goods, offices, eating places, and sidewalk cafes are directly compatible with the existing land uses in this area. Staff finds the addition of commercial on a corner lot fronting a Neighborhood Link could be a benefit to the existing residents. The small size of the lot and triangular shape are likely to mitigate negative impacts that could result from larger commercial developments. Additionally, the five-story height limit is likely a compatible transition between the higher-intensity street and industrial uses to the west and lower intensity residential which is capped at three stories to the east.**

Small Scale Production is also permitted by right in DG; however, staff finds this use is likely compatible given the proximity of N. Gregg Ave. and nearby industrial uses. Further, uses allowed conditionally in DG, including hotels, transportation trades and services, commercial recreation and other similar uses, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility. When compared to the site's current zoning designation of RSF-4, DG would allow for an increase in residential density, which would complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable urban living. While DG would permit narrower lots than zoning currently allows (18 feet versus 70 feet), staff finds the shape of the parcel and other design standards such as tree preservation, parking, and access will likely limit development of the overall parcel. The Downtown General zoning district is also considered residential zoning for the purpose of Chapter 96: Noise Control; therefore, the property would be required to meet the same noise regulations as it currently does.

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. Further, the property is surrounded by a City Neighborhood designation to both the north and south. The DG zoning district would allow for a mixture of residential densities that are urban in form while permitting the addition of commercial uses along a major transportation corridor. If the property were to be redeveloped or subdivided, staff finds that DG would encourage an environment that is more appealing to pedestrians and would reduce the visual impact of parking areas. The property has a moderate weighted infill score of 10 which indicates that the site is prepared to accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1 and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing 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 the proposed rezoning from RSF-4 to DG is justified. Rezoning to DG would allow for infill development that is comparable to the existing development pattern in the area and consistent with the City's planning objectives and policies.**

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

Finding: **Rezoning the property to DG has the potential to increase traffic along adjacent roadways. However, the size of the property will naturally limit the scale of any future development, and thus reduce any possible impacts on traffic danger or congestion.**

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

Finding: **Rezoning the property from RSF-4 to DG has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property has access to existing water and sanitary sewer infrastructure and is close to other public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even

though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0049 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION		**Required**	**YES**
Date: November 24, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: WERNER	"I move to forward RZN-2025-0049 to the City Council with a recommendation for approval for UN, Urban Neighborhood."		
Second: MCGETRICK			
Vote: 6-2-0 (PAYNE AND GULLEY OPPOSED)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.07 – RSF-4, Residential Single-Family, 4 Units per Acre
  - §161.28 Downtown General
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Request Letter
- Public Comment

  Public Comment received after Packet Creation

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. 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.

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

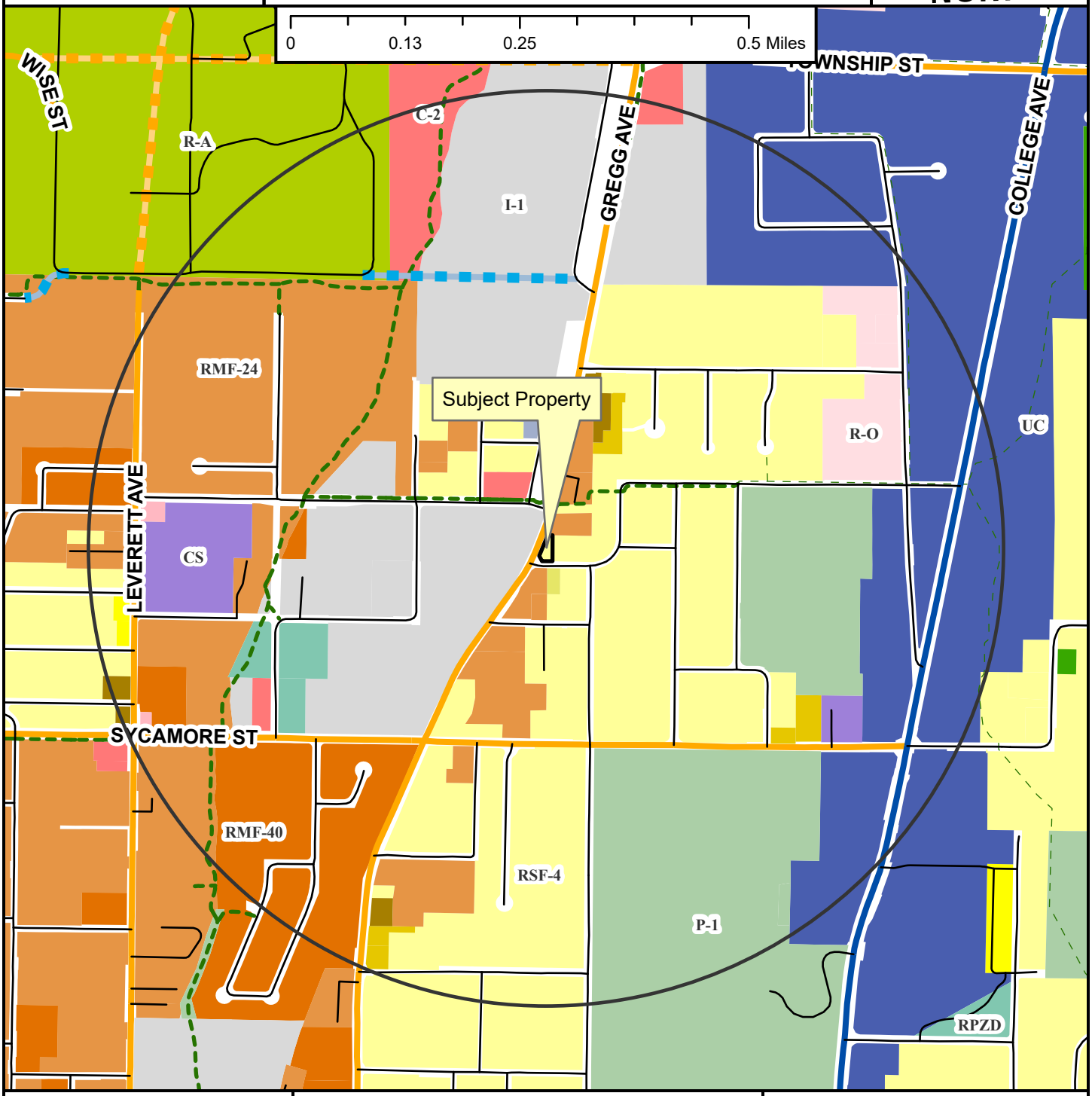
Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code 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.

RZN-2025-0049

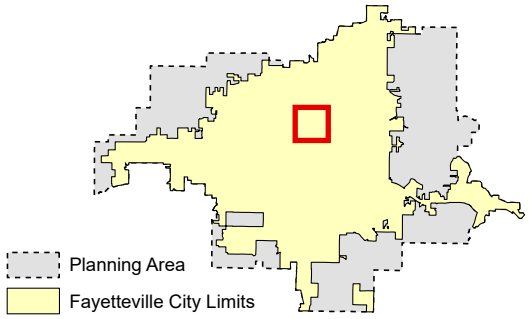
One Mile View

258 W. MILLER ST

NORTH



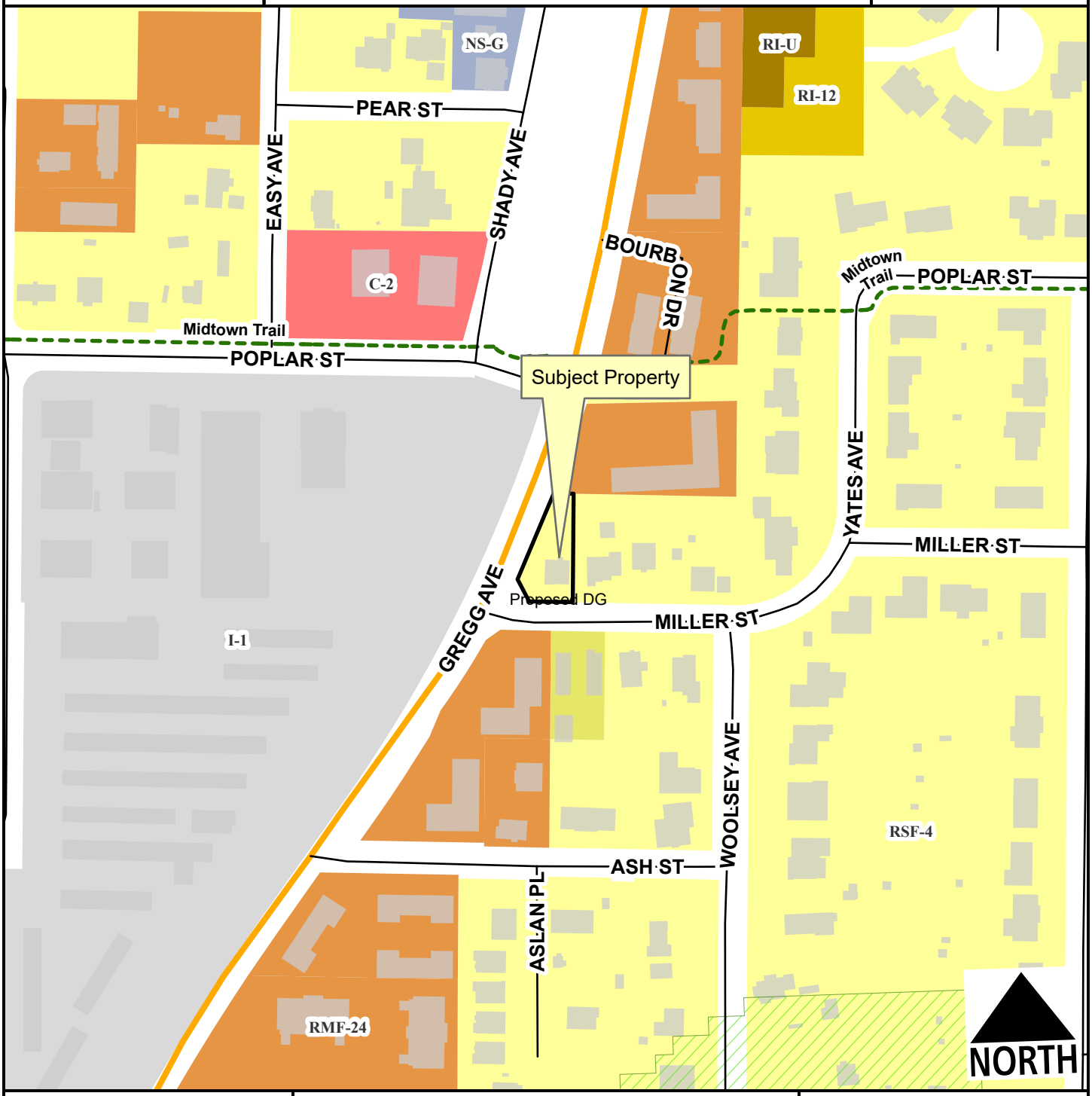
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2025-0049

Close Up View

258 W. MILLER ST



Neighborhood Link
Unclassified
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
DG	0.0	0.2
RSF-4	0.2	0.0

Total 0.2 ac

RZN-2025-0049

Current Land Use

258 W. MILLER ST

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

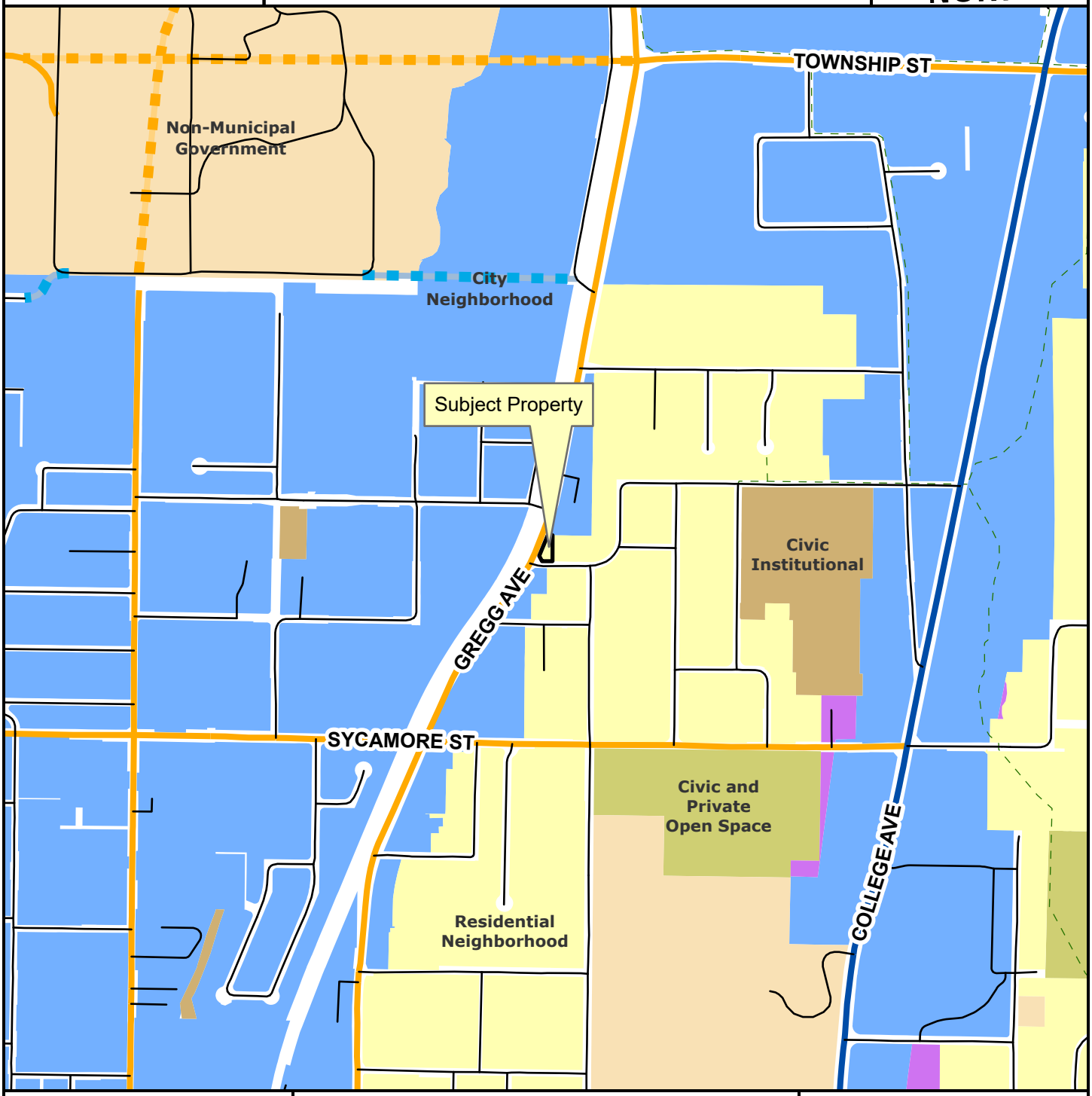
100-Year Floodplain
Floodway

RZN-2025-0049

Future Land Use

258 W. MILLER ST

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

flintlock
ARCHITECTURE & LANDSCAPE

September 29, 2025

258 W MILLER

Dear Fayetteville Staff,

Responses to the project comments are below:

Planning:

- Washington County indicates the property owner is "WELLERMAN TRUST ALLISONTHURMOND QUINLAN." Update consent of owner form to reflect legal property owner.
    - **This has been updated in resubmission.**

- Is DG necessary for potential development? This request is outside of downtown and in an area without a lot of DG, so I could see the commission and/or Council pushing back on this zoning district. Would NS-G or UN meet potential development needs? These districts are not as much of a jump and are less likely to face the same degree of pushback.
    - **This is adjacent to downtown general so our preference is to request DG (which is the best zone in our opinion) - please note in the purpose and description that it is a low intensity residential mixed use zone. We think great development should happen throughout town, not only in the historic core which experiences the most intense development pressure already.**

Respectfully,
FLINTLOCK LTD CO

Hillary Ramsay, PLA
Landscape Architect

flintlock
ARCHITECTURE & LANDSCAPE

September 15, 2025

258 W MILLER

PETITION TO CHANGE ZONING OF A SINGLE LOT

TO: The Fayetteville City Planning Commission & The Fayetteville City Council

Flintlock Ltd Co requests that the zoning designation of the following lot (parcel # 765-09564-000) be changed from Residential Single-family – 4 units/acre to Downtown General:

- 258 W Miller Street (765-09564-000)

REASON FOR ZONING CHANGE REQUEST / STATEMENT OF NEED:

The zoning change request will allow for infill development of attainable housing along a very busy street that is surrounded by high intensity zoning. The DG zoning district was designed to promote a flexible area. The zone allows for residential use as well as live/work units, defined as a "flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses". Specifically, it allows for narrow lot width and no lot area minimum, which will help in the development of this lot and its compatibility with the surrounding neighborhood.

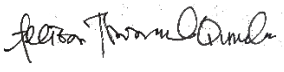
IMPACT ON NEIGHBORS & CITY:

The requested zoning change will minimally impact the surrounding properties in terms of land use, traffic, and signage. It is not expected to increase traffic danger or congestion. Parking will be shared in an easement off the existing circle drive, with no additional curb cuts. Water and Sewer are available to the lot. For noise purposes, the DG district is a residential zone, and any light commercial use of the existing building would provide valuable neighborhood services. The proposed zoning is the most well-matched change that will allow the site to be compatible with the adjacent growth.

CONSISTENT WITH LAND USE PLANS:

It is our opinion that the proposed zoning change is entirely consistent with both land use planning objectives, principles, and policies and is consistent with the neighborhood. The Future Land Use Map calls out the surrounding area to be primarily City Neighborhood Areas, which will "provide a mix of non-residential and residential uses". The rezoning will allow the property to be developed in a manner that is directly in line with the City's 2040 goal to "make traditional town form the standard: with neighborhoods that include not just houses, but a mix of uses that can adapt over time and allow residents to live, work, and play without relying on vehicles."

Respectfully,
FLINTLOCK LTD CO



Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect

479.305.4807 528 N COLLEGE, SUITE 3, FAYETTEVILLE AR 72701

Wonsower, Donna

From: Planning Shared
Sent: Friday, November 7, 2025 8:56 AM
To: Wonsower, Donna
Subject: FW: 258 W Miller Rezoning

Follow Up Flag: Follow up
Flag Status: Flagged

Concerning RZN-2025-0049

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

-----Original Message-----
From: Kristen Smith <kleraris@gmail.com>
Sent: Thursday, November 6, 2025 10:06 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: 258 W Miller 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.

Dear Planning Department,

My husband and I own our home at 201 W Miller Street. We are opposed to the rezoning request of 258 W Miller Street for the following reasons.

While the proposed business does not seem disruptive, our fear is that once this property is rezoned, it could become a variety of businesses. The home is in a neighborhood and should serve as a single family home. In addition, parking is not allowed on Gregg or Miller Street. There is minimal parking at that home so customers would be using Woolsey to park. While we don't mind parking on occasion, our 6 year old son really enjoys riding his bike on Woolsey and it becomes much more dangerous when cars are parked there.

We love our neighborhood and do not believe allowing a business would be beneficial at all. There are numerous locations across Fayetteville that are much more appropriate for businesses and available for rent.

Thank you for your consideration.
Kristen Smith

Wonsower, Donna

From: Planning Shared
Sent: Friday, November 7, 2025 10:36 AM
To: Wonsower, Donna
Subject: FW: Proposed Re-Zoning of 258 West Miller Street

Follow Up Flag: Follow up
Flag Status: Flagged

Also concerning RZN-2025-0049

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

From: pastormelissa.upchurch@gmail.com <pastormelissa.upchurch@gmail.com>
Sent: Friday, November 7, 2025 10:20 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Proposed Re-Zoning of 258 West Miller Street

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.

Gentlemen and Ladies,

I live at 1840 North Woolsey, essentially at the corner of Woolsey and Miller. I am writing to object to the requested rezoning of the property at 258 West Miller street. The property under consideration is at the corner of Miller and Gregg streets. I oppose the rezoning of the West Miller property for the following reasons:

- This property was constructed to be a residential property. It was never intended to be a business. It does not have the parking to support a business. It was bad enough as a short-term lease. The property needs to be returned to being a residence, hopefully an affordable home for someone to live. There is plenty of vacant commercial space around town for a business.

- There is a massage business directly across from Woodland Junior High. There is also commercial space available there, as well as on West Township. This neighborhood doesn't NEED another massage place, or any commercial enterprise.

- Miller was recently designated a No Parking zone so the buses that serve Woodland Junior High School get through to Gregg street. Prior to the No Parking designation, Miller was a busy street. It still IS a busy street.

  The No Parking designation on Miller street means that anyone wanting to park for this proposed commercial property will be parking on Woolsey. With a ditch on one side, and below-grade residential properties on the other side, Woolsey is not currently able to support parking along both sides. It's not that wide of a street, and college students visiting the apartments that front up to Miller street typically wind up taking lane space because of the sides. Such parking is a nuisance to those of us who are property-owning and tax-paying residents. We did not sign up for this.

- I understand that the business being proposed for 258 Miller street will be a massage place. Now, a massage place may seem like a perfectly innocent and legitimate enterprise; however, it's what could come AFTER the massage place leaves the premises that concerns the neighborhood. Rezoning the property to be a commercial property is writing a blank check for anything to come in next. My neighbors and I have worked to keep our properties presentable and "nice," and we do not want a commercial enterprise coming into the neighborhood to devalue the investments we have all made. Cars being parked along Woolsey will do just that, as will people we don't know roaming here and there. Nobody here wants to worry about strangers and look at cars all day any more than you would that in front of your homes. Besides, there are children who live along Woolsey and also children who walk along Woolsey to get to Woodland.

- Finally, I visited with the City Engineer and my council representatives earlier this year, and Woolsey is on a list for major drainage improvements; it's waiting to be prioritized and funded. It NEEDS major drainage improvements, because as a native of Fayetteville who grew up nearby, I can tell you no significant action to upgrade Woolsey has occurred in the last 63 years at least. (How do I know it's been 63 years? As a child I played in the yard of the home I now own. Woolsey has always looked just like it does now.) Woolsey floods in heavy rain because the culverts cannot handle the volume of water coming from Sycamore and Ash Streets, and further uphill. Woolsey doesn't even have sidewalks; offloading surplus parking from Miller onto Woolsey for a business will create safety problems for patrons of the proposed business as well as for residents trying to enter and leave their properties, regardless of the weather.

For these reasons, I do not think this rezoning request will be good for our neighborhood. When we come home from work / school, we do not want to have to contend with extra traffic and noise and people and vehicles. Our homes are places of respite and should be preserved as such.

Thank you for considering my viewpoint and those of my neighbors.

Kind Regards,

The Rev. Melissa Upchurch (Ret.)

Wonsower, Donna

From: Wonsower, Donna
Sent: Thursday, October 30, 2025 3:14 PM
To: 'Kristen Smith'
Subject: RE: Rezoning Question

Good Afternoon,

Questions are fine! It's particularly difficult to say if a conditional use permit would be supported. Conditional use permits require preliminary plans to be submitted that include building and site plans, and whether or not staff would support a request often depends on the scope of what is being proposed and how that proposal fits in with its surroundings. For example, a fiveplex catered to students would have different considerations than a used car lot, arcade, or tavern. When considering a conditional use permit, staff evaluates screening, noise, parking, the scale of building proposed, tree preservation, compliance with city standards, and impacts to city infrastructure among other requirements. Additionally, city staff only make recommendations on conditional use permits and these requests are ultimately heard by the planning commission at another public hearing.

You are also welcome to email staff with any concerns. I will make sure any public comment I receive before the staff packet is finalized is included in the report for the commission to review. Speaking at the meeting has a limit of three minutes, but emails are included in full.

Donna Wonsower, AICP
Senior Planner, Development Services
City of Fayetteville, Arkansas
479-575-8358
fayetteville-ar.gov

I will be out of the office from Wednesday, November 5 through Tuesday, November 11.

-----Original Message-----
From: Kristen Smith <kleraris@gmail.com>
Sent: Tuesday, October 28, 2025 4:14 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
Subject: Re: Rezoning Question

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 Donna,

I’m so sorry for all of the questions! Would the department ever issue a conditional permit? I emailed the architecture firm and I think our neighbors would be okay with the proposed business but to change the zoning forever where it would allow the property to be something else in the future may be problematic. Lastly, in addition to attending the meeting and voicing concerns, is there anything else we should be doing?

Thank you again!
Kristen

> On Oct 27, 2025, at 3:59 PM, Kristen Smith <kleraris@gmail.com> wrote:
>
> Thank you, Donna! Appreciate the information.
>
>> On Oct 27, 2025, at 1:41 PM, Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:
>>
>> Good Afternoon,
>>
>> At this point, staff has not received any development plans for the property, so I cannot say what uses may be proposed with any certainty. What I can say is that the property is relatively small, so any use that goes in will naturally be somewhat limited in how big it could be. The uses permitted in the proposed zoning district are outlined in the below link, and include uses like offices, retail, services like barber shops or repair studios, and potentially more traffic generating uses like restaurants.
>>
>>
https://library.municode.com/ar/fayetteville/codes/code_of_ordinances?nodeId=CD_ORD_TITXVUNDECO_CH161ZORE_161.28DOGE
>>
>> Donna Wonsower, AICP
>> Senior Planner, Development Services
>> City of Fayetteville, Arkansas
>> 479-575-8358
>> fayetteville-ar.gov
>>
>>
>> -----Original Message-----
>> From: Kristen Smith <kleraris@gmail.com>
>> Sent: Monday, October 27, 2025 12:12 PM
>> To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>
>> Subject: Re: Rezoning Question
>>
>> 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 Donna,
>>
>> Can you let me know what type of business they are planning for this location? I think the neighbors would be fine if it’s someone just using as an office but if there is going to be consistent traffic, that may be an issue.
>>
>> Thanks so much!
>> Kristen
>>
>>>> On Oct 23, 2025, at 9:35 AM, Planning Shared <planning@fayetteville-ar.gov> wrote:
>>>
>>> Kristen, attached is their submitted request letter. The planner's packet will be posted by this afternoon with more details. I have also copied the planner on this email in case you have more questions.
>>>
>>> Thank you
>>>
>>> Mirinda Hopkins

>>> Development Coordinator
>>> Planning Division
>>> City of Fayetteville
>>> 479-575-8267
>>>
>>>
>>> -----Original Message-----
>>> From: Kristen Smith <kleraris@gmail.com>
>>> Sent: Thursday, October 23, 2025 9:07 AM
>>> To: Planning Shared <planning@fayetteville-ar.gov>
>>> Subject: Rezoning Question
>>>
>>> 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! I was wondering if you could provide additional information on the rezoning request for 258 W Miller Street. I know there's a public hearing but was hoping to have more information before then. I believe they are asking to be zoned "downtown general".
>>>
>>> Thanks very much!
>>> Kristen Smith
>>> <250929 - 258 W Miller - Zoning Letter_v2 (2).pdf>

Wonsower, Donna

From: Planning Shared
Sent: Monday, November 24, 2025 9:22 AM
To: Wonsower, Donna
Subject: FW: RZN-2025-0049 Support

Follow Up Flag: Follow up
Flag Status: Flagged

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville, Arkansas
479-575-8267
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: David Criswell <david.t.criswell@gmail.com>
Sent: Sunday, November 23, 2025 8:57 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2025-0049 Support

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,
I am writing to submit my support for RZN-2025-0049. This corridor is slated for a roadway improvement with the federal SS4A grant, properties along the corridor have been increasing in residential density for years, and the site is near the railroad with potential for future mass transit. I believe increased residential density and mixed-use zoning provided by Downtown General is fitting for this location. Thank you.

Cheers,
David Criswell

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2552

MEETING OF DECEMBER 9, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2025-0053 (1539 W Sligo St): Submitted by EASY SUNSET, LLC for property located at 1539 W Sligo St. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.17 acres. The request is to rezone all 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 located at the southeast corner of W. Sligo Street and S. Ashwood Avenue. The property received its current zoning designation of RSF-4, Residential Single-Family, 4 Units per Acre, through the implementation of the Fayette Junction Master Plan in 2009. While the property is currently zoned as RSF-4, the surrounding area includes a mixture of zoning designations and housing types. The property overall contains one parcel which totals 0.17 acres. The parcel in question, 765-08398-000, was recently purchased in September 2025 by East Sunset, LLC.

Request: The request is to rezone the subject property from RSF-4, Residential Single-family, 4 Units per Acre, to RI-U, Residntial Intermediate, Urban. Concept plans have been shared with this indicating an intent to develop two-family dwellings as fee-simple townhomes.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds the proposed zoning to be compatible with the existing nearby land uses. The RI-U zoning district is intended to encourage mixed-density housing that is urban in form. The property was zoned RSF-4 as indicated in the Fayette Junction Master Plan in 2011. Other properties in the area since then have been rezoned to districts that allow multi-family dwellings by-right, including RMF-24. Given the emerging development pattern in the area, staff finds that a rezoning to RI-U would be largely compatible with surrounding land uses and zoning.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map designation of this property as a Residential Neighborhood Area. Rezoning one parcel to RI-U would allow for a greater variety of residential densities that are pedestrian oriented and will be naturally limited by the physical

constraints of the site's size. Staff finds that rezoning to RI-U could support Goal 6 in particular of City Plan 2040 by creating an opportunity to develop more housing.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **8 and 9** for the subject property. The following elements of the matrix contribute to this score:

- Adequate Fire Response (2250 S School Ave)
- Near Sewer Main (Intersection of S Ashwood Ave and W Sligo St)
- Near Water Main (Along S Ashwood Ave and along W Sligo St)
- Near U of A Campus
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Town Branch Trail)
- Near Razorback Bus Stop (15th & Razorback)
- Within Master Plan Area

DISCUSSION:
At the November 24, 2025, Planning Commission meeting, a vote of 7-0-1 forwarded the request. Commissioner Madden made the motion with Commissioner McGetrick seconding. Commissioner Brink recused. Commissioners had little discussion on the rezoning. No public comment was received.

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 #: 2025-2552

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-53 FOR APPROXIMATELY 0.17 ACRES LOCATED AT 1539 WEST SLIGO STREET IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2552

Item ID

12/9/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0053: Rezoning (1539 W Sligo St): Submitted by East Sunset, LLC for property located at 1539 W Sligo St. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.17 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 #

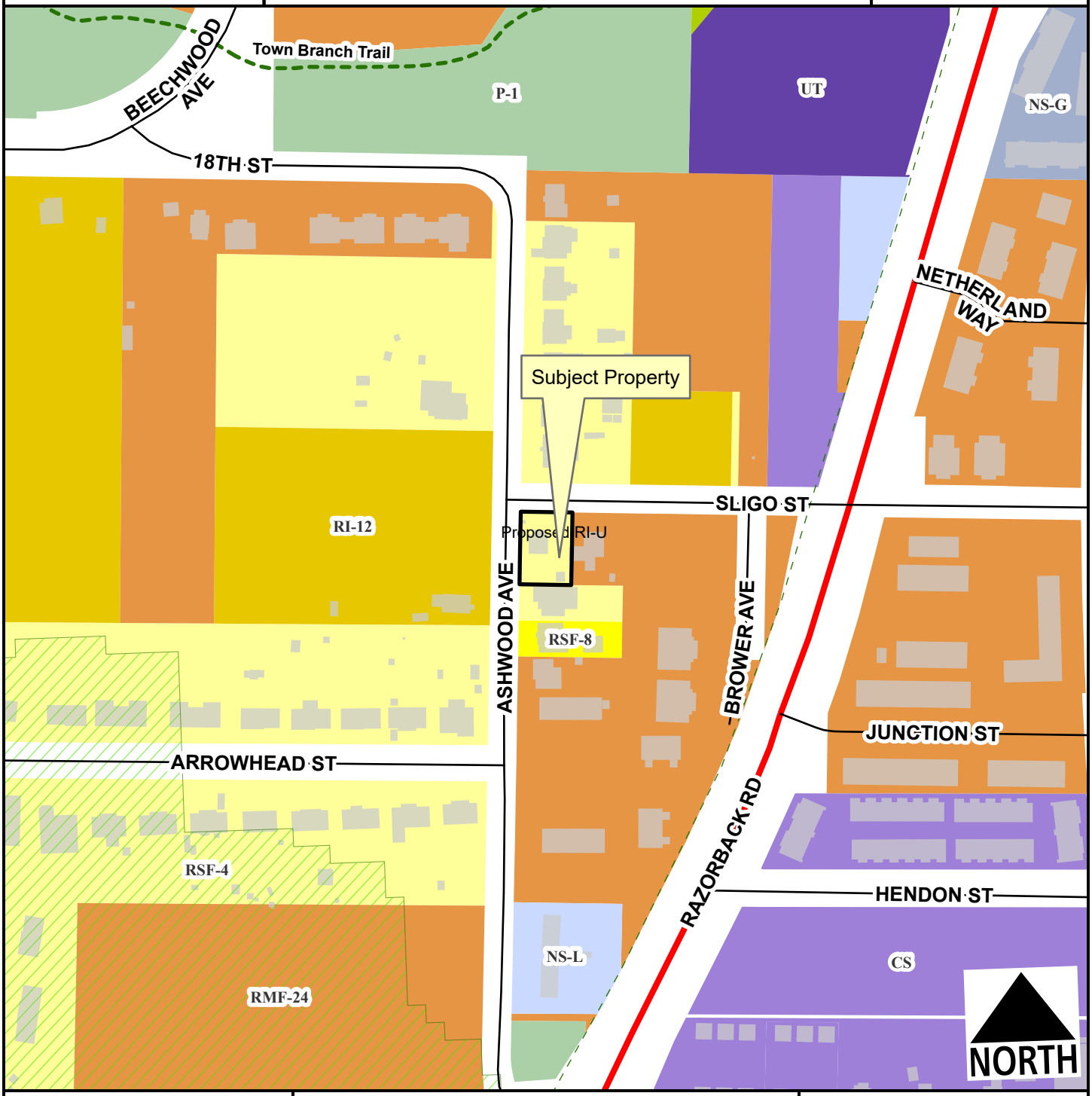
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

RZN-2025-0053	1539 W. SLIGO ST	Exhibit 'A'
Close Up View		



- Regional Link
- Unclassified
- 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
RI-U	0.0	0.2
RSF-4	0.2	0.0

Total 0.2 ac

EXHIBIT 'B'
RZN-2025-0053

1539 W. Sligo

Fayetteville, AR 72701

Legal Description

THE WEST ONE-HALF (W ½) OF LOTS ELEVEN (11) AND TWELVE (12) IN BLOCK THREE (3), MEADOWVALE 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.

SUBJECT TO RIGHT OF WAYS, EASMENETS AND RESTRICTIONS OF RECORD, IF ANY.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: November 24, 2025

SUBJECT: **RZN-2025-0053: Rezoning (1539 W Sligo St):** Submitted by Easy Sunset, LLC for property located at 1539 W. Sligo St. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.17 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE - URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0053** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0053** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located at the northeast corner of W. Sligo Street and S. Ashwood Avenue. While the property is currently zoned as RSF-4, Residential Single-Family, 4 Units per Acre, the surrounding area is mixed-density residential. The property overall contains one parcel which total 0.17 acres. The parcel in question, 765-08398-000, was recently purchased in September 2025 by East Sunset, LLC. 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	Mixed-Density Residential	RMF-24, Residential Multi-Family – Twenty-Four Units per Acre
West	Mixed-Density Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to RI-U, Residential Intermediate - Urban. The applicant has indicated that they are requesting the rezoning to bring additional housing through the production of fee simple housing.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along West Sligo Street. West Sligo Street is a Fully improved Residential Link Street with asphalt paving, sidewalk, Curb and Gutter. The subject area has road frontage along South Ashwood Avenue. South Ashwood Avenue is a Partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the Subject area. Existing 6-inch water main is present along West Sligo Street. Existing 6-inch water main is present along South Ashwood Avenue.

Sewer: Sanitary Sewer is available to the Subject area. Existing 6-inch sewer main is present along South Ashwood Avenue.

Drainage: No portion of the property lies within a FEMA floodplain, protected stream, or within the Hillside-Hilltop overlay district. No hydric soil is present on site. However, there are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 260 feet North of this property. Any requirements for drainage improvements will be determined at times 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 6, located at 900 S. Hollywood Ave. protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The existing zoning district, RSF-4, Residential Single-Family, 4 Units per Acre, requires **25% minimum canopy preservation**, however the proposed zoning district, RI-U, Residential Intermediate – Urban requires **15% 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 **a Residential Neighborhood (the Fayette Junction 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 between **8-9** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (2250 S School Ave)
- Near Sewer Main (Intersection of S Ashwood Ave and W Sligo St)
- Near Water Main (Along S Ashwood Ave and along W Sligo St)
- Near U of A Campus
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Town Branch Trail)
- Near Razorback Bus Stop (15th & Razorback)
- Within Master Plan Area

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 RI-U would allow for a range of housing types in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living. The specific property in question is currently operating as a single-family dwelling, originally built in 1946, but has since been in a dilapidated state. Given the property's proximity to the University and mixed-residential uses surrounding the property, staff finds that rezoning to RI-U provides for good compatibility to the area. The lot widths, areas, and building height requirements in RI-U are compatible as well. While RSF-4 has a maximum building height of 3 stories, RI-U allows between 2 and 3 stories, depending on proximity to any Master Street Plan ROW. For RI-U any property located between 0 and 10 ft would have a maximum height of 2 stories, however, buildings greater than 10 ft in RI-U shall have a maximum height of 3 stories. Staff finds that even if a 3-story facility were to be built on this property, 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 Residential Neighborhood. A rezoning from RSF-4 to RI-U contributes to City Plan 2040 goal #6 , in that it helps create opportunities for attainable housing by allowing fee simple. This site is highly walkable, and there is available transit. The use of this property as mixed-residential dwellings are 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 RI-U.** This request will allow for the development of mixed-residential uses in the area, one that is already identified as being a Residential Neighborhood area on the City's future land use map. Mixed-density dwellings, accessory dwellings, cluster housing development, and short-term rentals are considered a necessary neighborhood amenity.

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

Finding: **Staff does not find that this request will appreciably increase traffic or congestion.** A rezoning from RSF-4 to RI-U has the limited potential to increase traffic to this location that is not necessarily considerably different than how the site has been used for decades.

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 RI-U zoning district does not permit by-right certain uses such as limited businesses, home occupations, government facilities, nor other cultural and recreational facilities – and is therefore unlikely to increase the population density in this area. However, a rezone could potentially add additional residential units, that may lead to an increase in population within the neighborhood. 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.**

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-2025-0053 to City Council with a recommendation of approval.

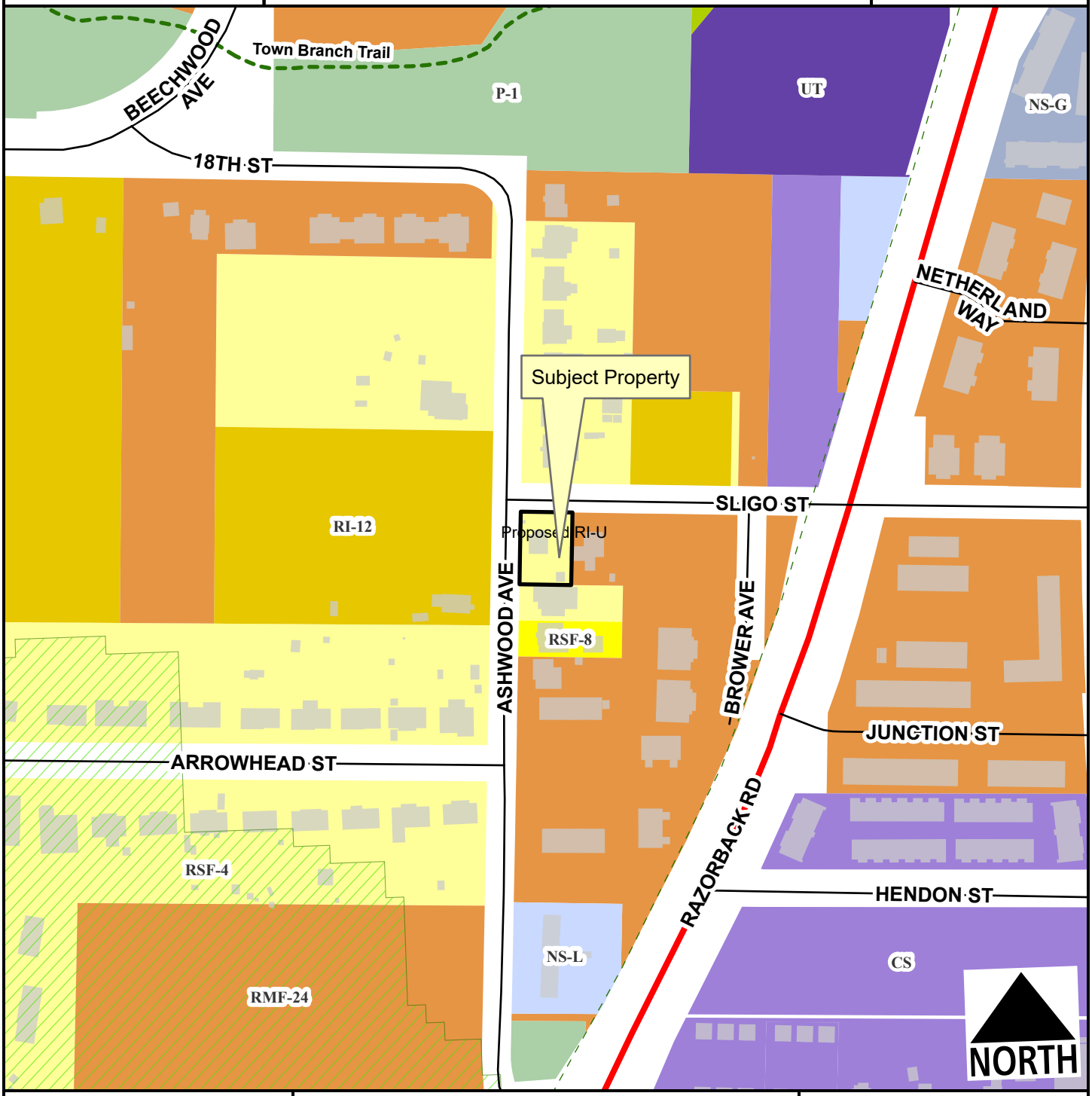
PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: November 24, 2025	❒ **Tabled**	■ **Forwarded**	❒ **Denied**
Motion: Madden			
Second: McGetrick			
Vote: 7-0-1			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Project Maps
  - 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
  - §161.12 District RI-U, Residential Intermediate - Urban
- Applicant Exhibits
  - Request Letter
  - Site Plans

RZN-2025-0053	1539 W. SLIGO ST	Exhibit A
Close Up View		



- Regional Link
- Unclassified
- 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
RI-U	0.0	0.2
RSF-4	0.2	0.0

Total 0.2 ac

RZN-2025-0053

Current Land Use

1539 W. SLIGO ST

NORTH

- Regional Link
- Neighborhood Link
- 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

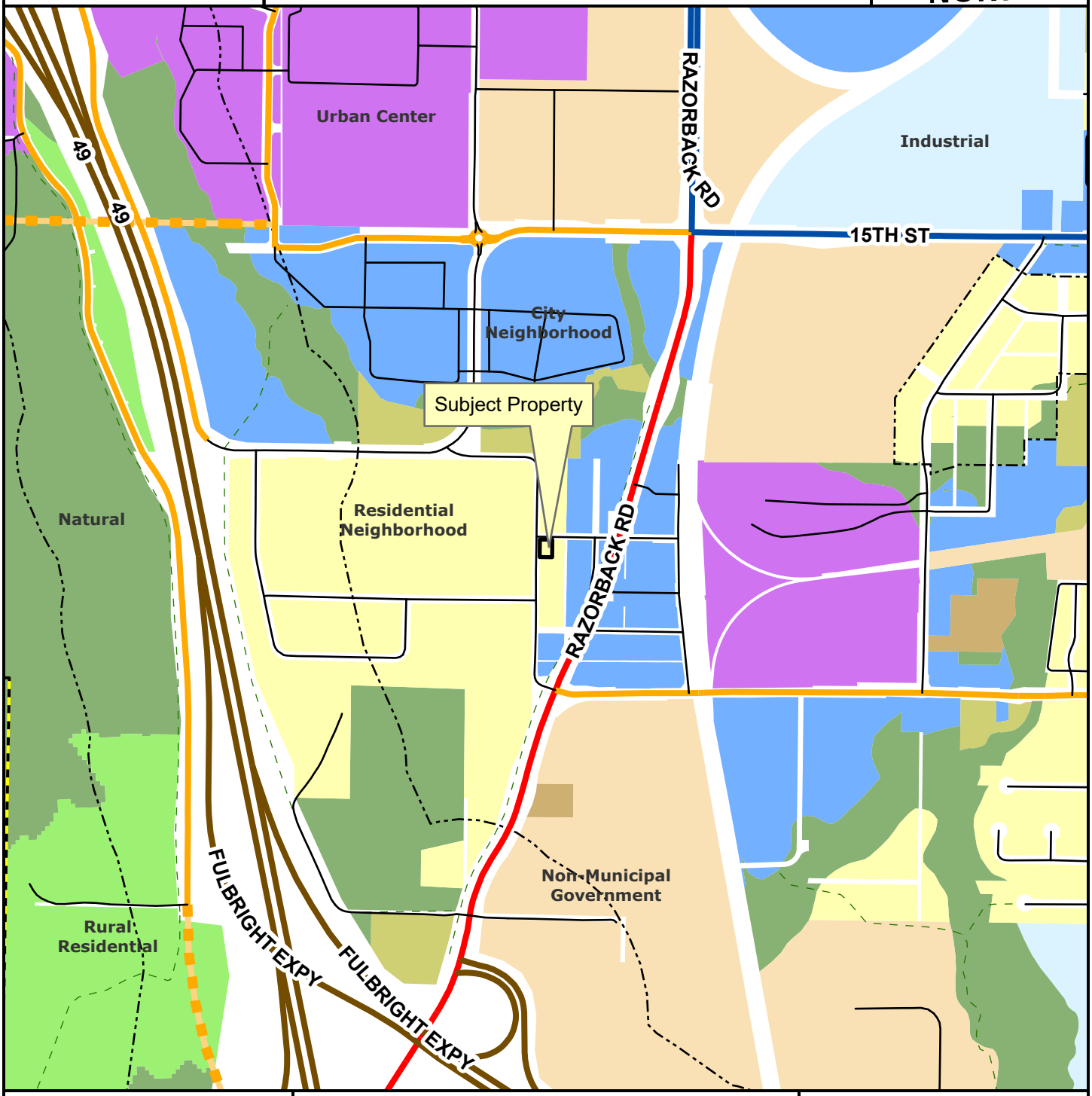
- 100-Year Floodplain
- Floodway

RZN-2025-0053

Future Land Use

1539 W. SLIGO ST

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- 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

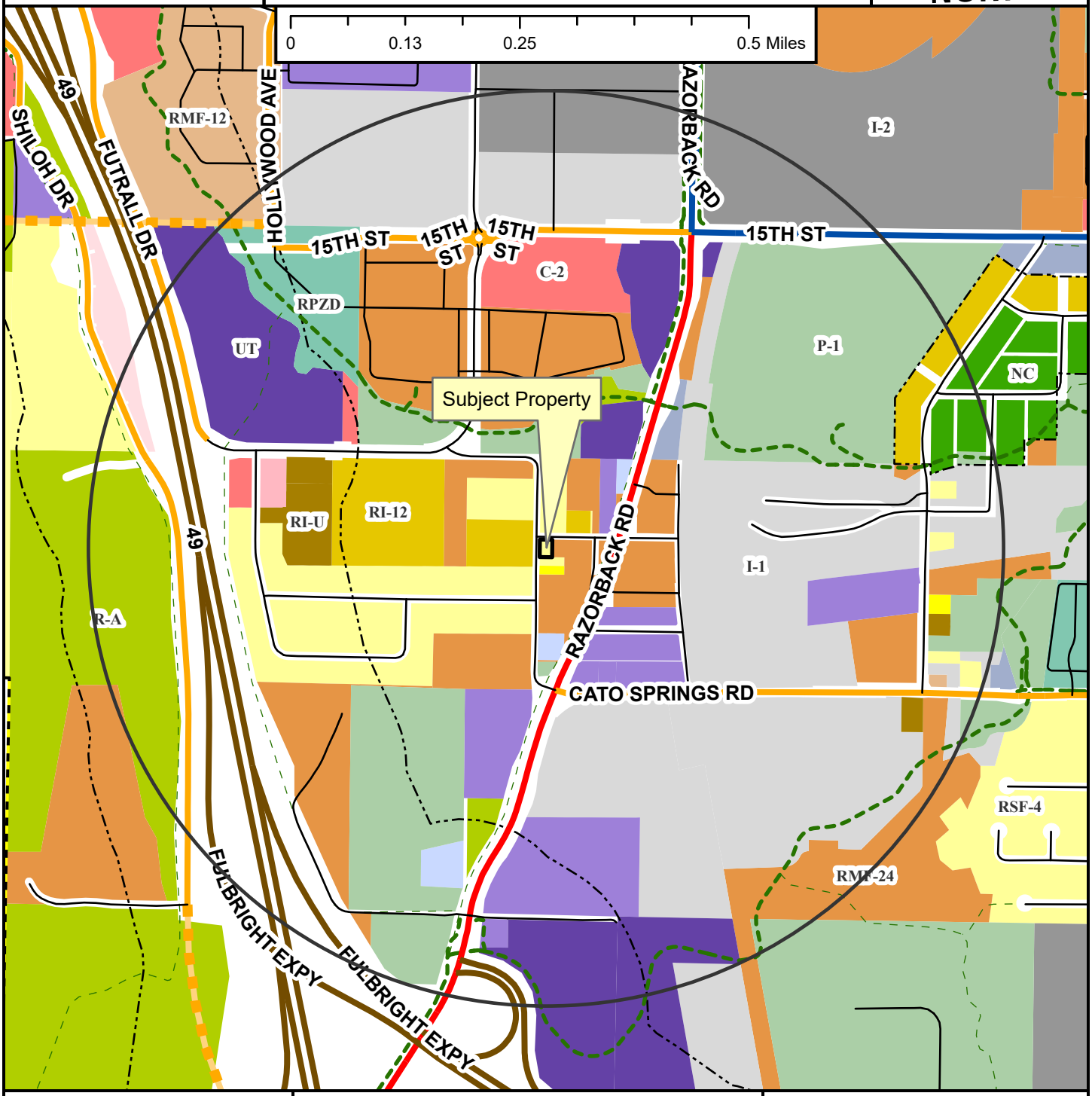
- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

RZN-2025-0053

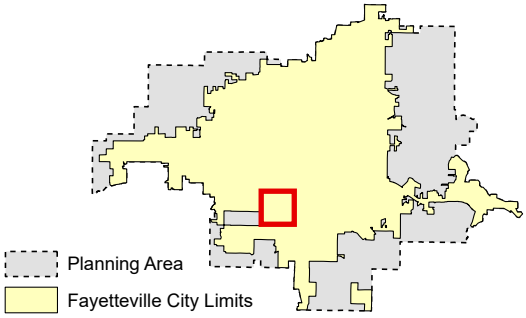
One Mile View

1539 W. SLIGO ST

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.12 - District RI-U, Residential Intermediate - Urban

modified

(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
Unit 48	Private dormitories

(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; Ord. No. 6879, §2, 5-20-25)

Editor's note— 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.

EASY SUNSET, LLC

October 27, 2025

RE: 1539 W. Sligo_Request for Rezone from RSF-4 to RI-U

Dear Planning Commission and City Council,

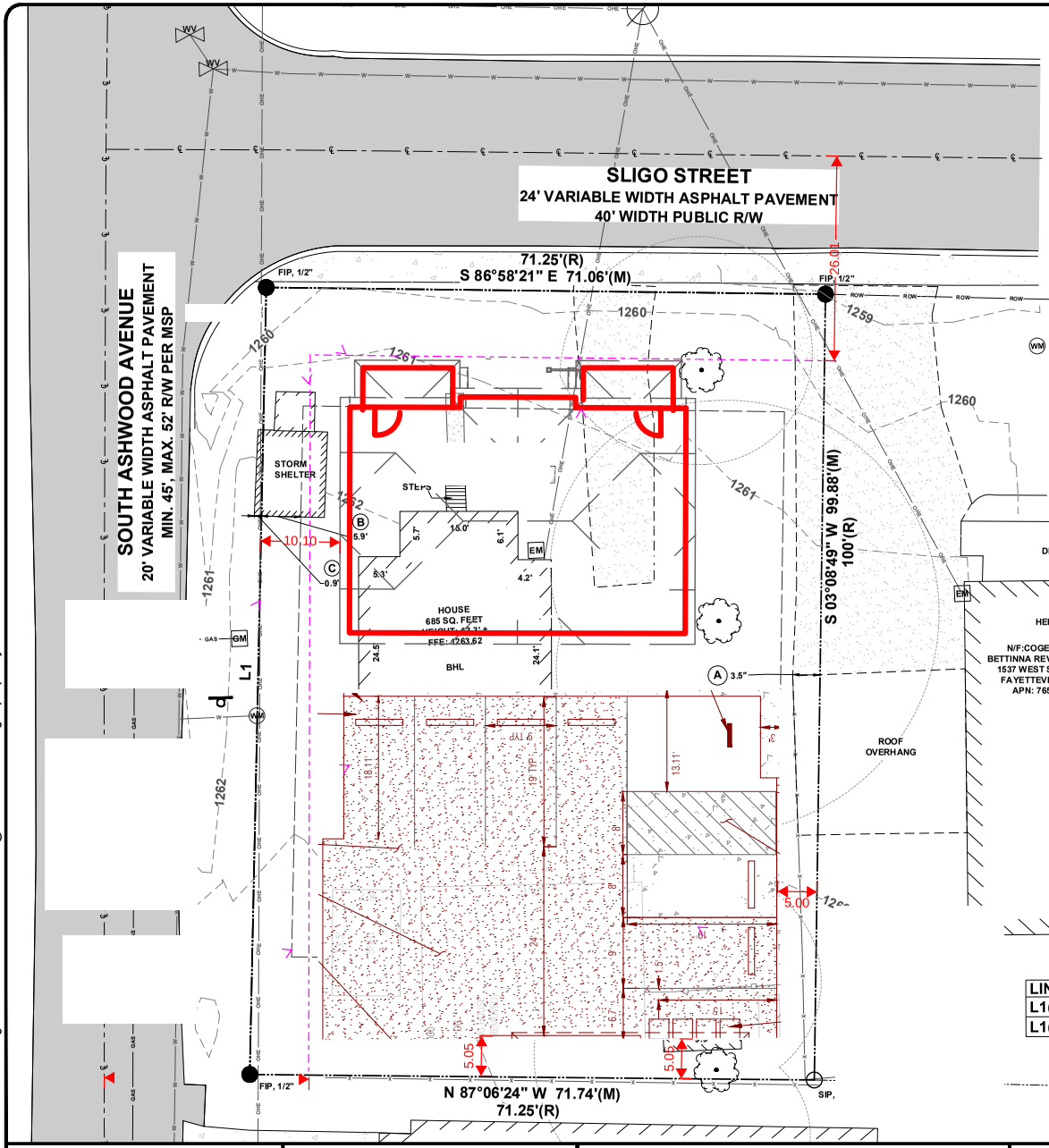
On behalf of Easy Sunset, LLC I am requesting to rezone the property at 1539 W. Sligo from RSF-4 to RI-U (Residential Intermediate - Urban). A rezone to RI-U presents the opportunity to provide additional housing in Fayetteville through the production of fee simple housing. RI-U's lot width requirements create simplicity when selling attached townhomes in a fee-simple manner. Through fee simple ownership, we can add an appropriate level of density to an area that is not outsized in scale but adds homeowners to an area. The house that is currently on site is dilapidated to a point that rehabilitation is not possible. Our intent is to place two attached townhomes on the site with a max height of two stories. I have provided a PRELIMINARY site plan and elevations for your consideration. These preliminary drawings are only intended to provide an idea of scale. The design may change as we progress.

RI-U is compatible with surrounding land uses and does not adversely impact the area. With the height limitation of 3 stories residential uses we believe RI-U does not adversely impact the neighborhood.

Sincerely,

Andrew Brink

Andrew C. Brink

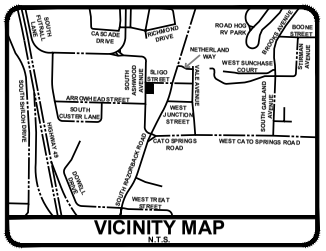


LINE	BEARING	DISTANCE
L1(M)	N 03°32'09" E	100.05'(M)
L1(R)	N/A	100'(R)

GRAPHIC SCALE

0 10' 20'

1 inch = 10 feet



Recording Block

BASIS OF BEARING:

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH PER GPS COORDINATE OBSERVATIONS ARKANSAS STATE PLANE, NORTH ZONE NAD83.

DEED INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE WEST HALF OF LOTS 11 AND 12 AS DESCRIBED IN WARRANTY DEED, FILE# 2010-00019896, WITH A RECORDING DATE OF 07/16/2010 AT 10:53 A.M.

DEED DESCRIPTION

THE WEST HALF OF LOTS 11 AND 12, BLOCK 3, MEADOWVALE ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

SIGNIFICANT OBSERVATIONS

(A) OVERHANG APPEARS TO EXTEND OVER EAST PROPERTY LINE BY AS MUCH AS 3.5 FEET.

(B) STORM SHELTER APPEARS TO EXTEND OVER THE WEST PROPERTY LINE BY AS MUCH AS 5.9 FEET.

(C) STORM SHELTER APPEARS TO EXTEND OVER THE WEST SIDE BUILDING SETBACK LINE BY AS MUCH AS 0.9 FEET.

SURVEYOR'S CERTIFICATION

1. IN PROVIDING THIS SURVEY, NO ATTEMPT HAS BEEN MADE TO SHOW DATA CONCERNING SIZE, DEPTH, CONDITION, OR CAPACITY OF UNDERGROUND UTILITIES EXISTING ON SITE. ONLY VISIBLE UTILITIES AND LINES MARKED BY THE APPROPRIATE UTILITY PROVIDER HAVE BEEN LOCATED ON THIS SURVEY.
2. NO ABSTRACT OF TITLE NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED WERE PROVIDED BY BENTON COUNTY RECORDS. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
3. NO ADDITIONAL INVESTIGATION OR INDEPENDENT SEARCH BY SWOPE ENGINEERING HAS BEEN MADE FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
5. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
6. THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.
7. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM BENTON COUNTY GIS.
8. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN US SURVEY FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
9. FIELD WORK WAS COMPLETED 09/17/2025.

LEGEND

FOUND MONUMENT AS-NOTED	BOUNDARY LINE
SET MONUMENT AS-NOTED	CENTERLINE OF ROAD
GUY ANCHOR	RIGHT-OF-WAY (R/W)
ELECTRIC METER	BUILDING SETBACK LINE
POWER POLE	OVERHEAD POWER LINE
WATER METER	GAS LINE
GAS METER	CANOPY
WATER VALVE	ASHPALT
(M) FIELD MEASUREMENT	CONCRETE
(R) RECORDED MEASUREMENT	GRAVEL
N/F NOW OR FORMERLY	
(MSP) MASTER STREET PLAN	
BHL BUILDING HEIGHT LOCATION	
SIGN	
TREE	

FLOOD INFORMATION

This property lies in Zone 'X' (Special Flood Hazard Areas Inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05143C0216G, effective January 25, 2024.

Zone RSF-4 Building Setbacks

Front/Exterior Side	15'
Side	5'
Rear	15'

SWOPE CONSULTING
Civil Engineering and Land Surveying
www.swope-consulting.com
Certificate of Authorization № 2831

TOPOGRAPHICAL SURVEY FOR

OWNER INFORMATION
Easy Sunset, LLC
1539 WEST SLIGO STREET
FAYETTEVILLE, AR 72701
APN: 765-08398-000

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION: _____

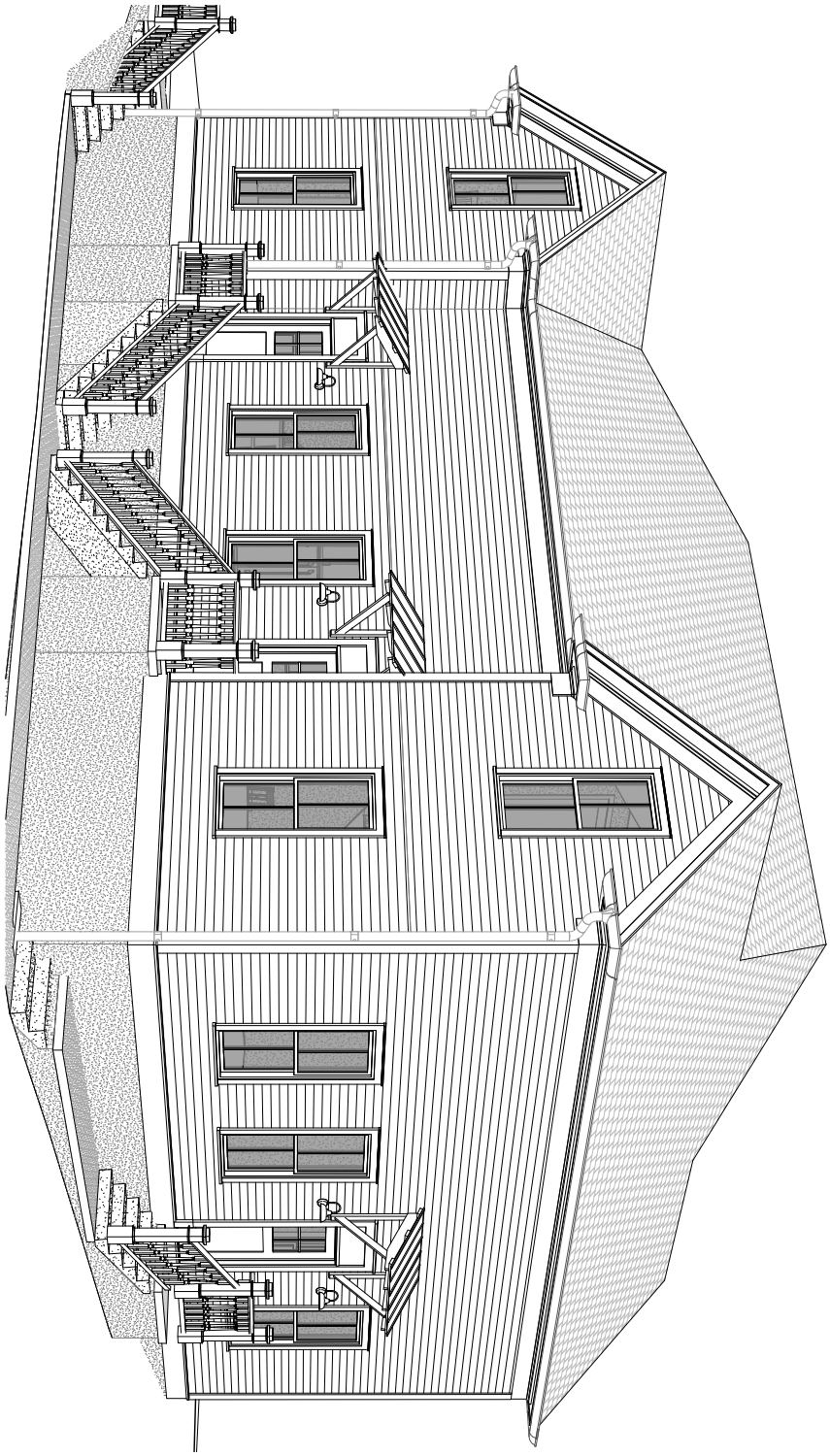
SIGNED: _____
REGISTERED LAND SURVEYOR
NO.1889
STATE OF ARKANSAS

LICENSED PROFESSIONAL SURVEYOR — STATE OF ARKANSAS — No. 1889 — SIGNATURE — Phillip R. Swope

CERTIFICATE OF AUTHORIZATION — SWOPE CONSULTING — No. 2831 — ARKANSAS

DRAWN BY: H.G.M.	JOB NUMBER: 25-295
SUBMITTAL DATE: 09/19/2025	City Number:
DRAWING NAME: 25-295.dwg	
SHEET NUMBER: 1 of 1	

r:\-swope\25-295 brink-sligo\external references\25-295.dwg - Plotted on 9/23/2025 12:20:25 PM @ a scale of 1:1 to dwg to pdf.pc3 by Shannon Foskitt



CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2551

MEETING OF DECEMBER 9, 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-2025-0054: Rezoning (187 E. 12th ST./ROSENGARDEN, 563): Submitted by WESLEY BATES for property located at 187 E. 12TH ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located in central Fayetteville approximately 200 feet east of Walker Park at the corner of E. 12th Street and S. Washington Avenue. The property contains 0.20 of an acre and is developed with a single-family dwelling that Washington County records indicate was constructed in 2003. The property is zoned, NC, Neighborhood Conservation, which it received in 2008. The property is located within the Walker Park Master Plan Area.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood.

Public Comment: To date, staff has received no public comment regarding this request.

Land Use Compatibility: Staff finds the proposed zoning of UN, Urban Neighborhood to be incompatible with the surrounding area land uses. Like the existing NC zoning district, UN is an urban district which has a 0- to 25-foot buildto zone, promoting pedestrian-oriented development by encouraging buildings to be constructed closer to the street. What sets Urban Neighborhood apart is it is designed to both support and allow for a diverse range of housing and non-residential types, which would be an outlier in this area of the Walker Park neighborhood. The permitted uses in the UN zoning district include development of small commercial, multi-family, and others that exceed the allowances of nearby zoning districts. The conditional uses of NC do allow for additional development and infill opportunities that would be more in character with the area than upzoning to a more intense district. UN, when compared to NC, allows for smaller lot sizes, reduced setbacks, and increased residential and small commercial densities, changing the established area's lot size and character. Staff recommends the applicant utilize an appropriate conditional use that accomodates their development plants or request a zoning district with less potential intensity, such as NS-L, Neighborhood services, Limited, a zoning district that is in the area that allows for modest, diverse development.

Land Use Plan Analysis: Staff finds the proposed rezoning to be inconsistent with the Walker Park master plan area but consistent with the Future Land Use Map designation and City Plan 2040. The Walker Park Neighborhood Plan encourages a variety of housing types while conserving the existing residential, and specifically single-family residential, fabric intact. The proposed allowances would impact that goal and would introduce additional residential and non-residential diversity in the area that staff finds to be inconsistent with some adopted plan goals. The Future Land Use Map identifies this area 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 subject property has a infill score of 7 which could indicate the area can likely support development beyond the allowances of the existing NC zoning. The zoning request also meets Goals 1 (appropriate infill), 3 (mixed-use development), and 6 (attainable housing opportunities) of City Plan 2040. However, meeting these goals would potentially negatively impact the Walker Park Neighborhood Master Plan. Long Range Staff have provided a memo that shows the rezoning supports City Plan 2040 and the Future Land Use Plan but runs in contravention with the Walker Park Master Plan, with both stances citing the use allowances introduced by UN in the Walker Park neighborhood.

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 #3)
- Near Sewer Main (8-inch main along S. Washington)
- Near Water Main (6-inch main along S. Washington Avenue)
- Near City Park (Walker Park)
- Near Paved Trail (Walker Park Trail)
- Near ORT Bus Stop (College at Walker Park)
- Within Master Plan Area (Walker Park Neighborhood)

DISCUSSION:
At the November 24, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little other comment, finding the request to be compatible and allowing for further mixed-use development in the Walker Park neighborhood. While the applicant presented a bill of assurance at the meeting that would prohibit development of mulit-family dwellings (defined as five or more attached units), the Planning Commission neither accepted it nor included the bill when forwarding the item to Council. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-2551

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-54 FOR APPROXIMATELY 0.20 ACRES LOCATED AT 187 E. 12TH STREET IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO UN, URBAN NEIGHBORHOOD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation 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

2025-2551

Item ID

12/16/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0054: Rezoning (187 E. 12th ST./ROSENGARDEN, 563): Submitted by WESLEY BATES for property located at 187 E. 12TH ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 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:

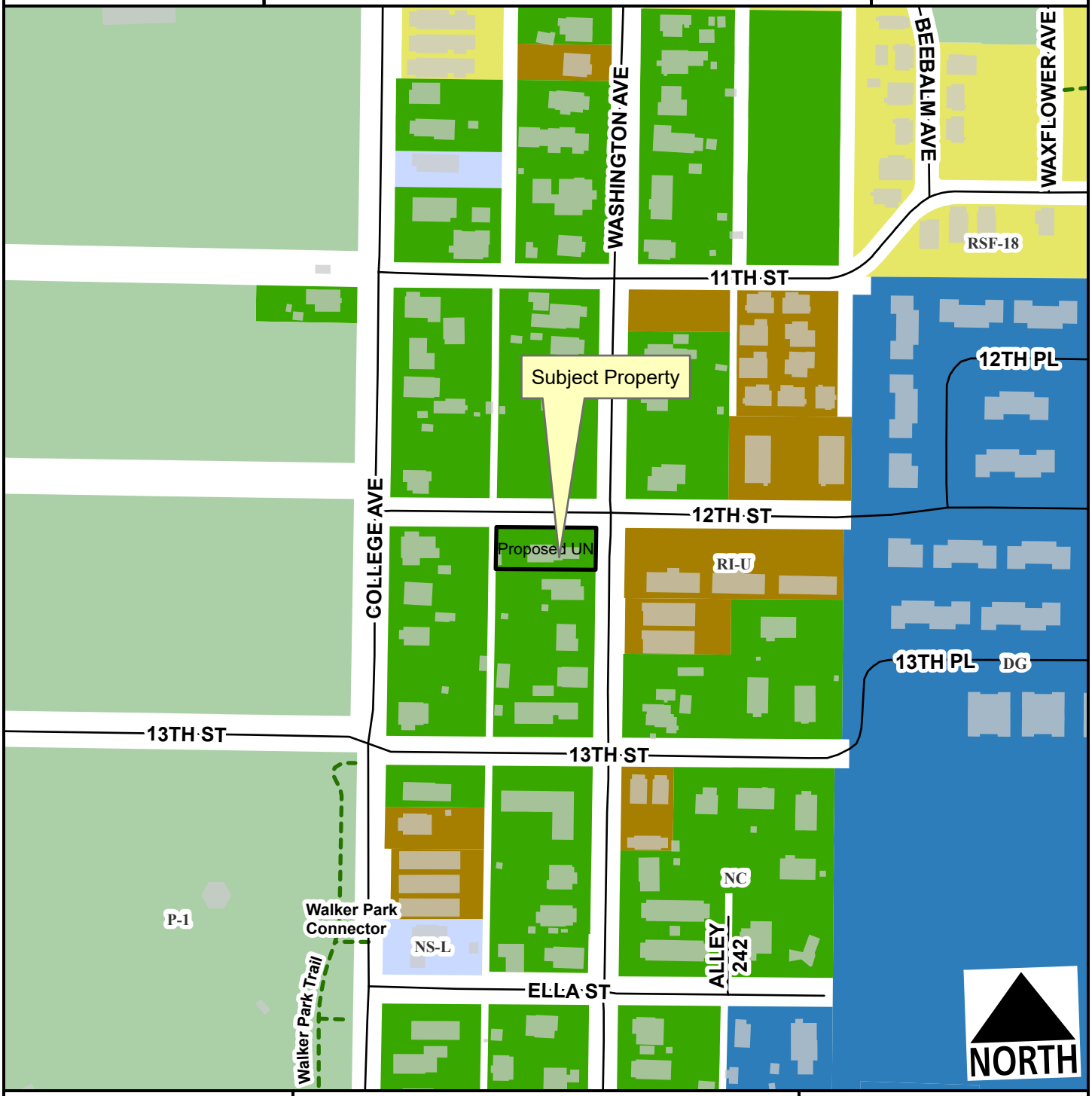
Comments:

RZN-2025-0054

Close Up View

187 E. 12TH ST

EXHIBIT A



- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.2	0.0
UN	0.0	0.2

Total 0.2 ac

RZN-2025-0054
EXHIBIT B

Lot Ten (10), Block Four (4), of Berl Dodd Addition to the City of Fayetteville, Washington County, Arkansas, as designated upon 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, restrictions, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

THRU: Wesley Frank, Planner

MEETING DATE: November 24, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0054: Rezoning (187 E. 12th ST./ROSENGARDEN, 563):** Submitted by WESLEY BATES for property located at 187 E. 12TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0054**.

RECOMMENDED MOTION:
*"I move to deny **RZN-2025-0054**."*

BACKGROUND:
The subject property is located in central Fayetteville approximately 200 feet east of Walker Park at the corner of E. 12th St and S. Washington Avenue. The property contains 0.20 of an acre and is developed with a single-family dwelling that Washington County records indicate was constructed in 2003. The property is zoned, NC, Neighborhood Conservation, which it received in 2008. The property is located in within the Walker Park Master Plan Area. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Two-Family Residential	RI-U, Residential Intermediate - Urban
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along South Washington Avenue. South Washington Avenue is a fully improved Residential Link Street with asphalt paving, sidewalk, curb and gutter. The subject area has a road frontage along East 12th

Street. East 12th Street is a Partially improved Residential Link Street with asphalt paving, curb & 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. An existing 6-inch water main is present along South Washington Avenue.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along South Washington Avenue.

There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 295 feet south of this 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 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 1.8 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 current zoning district, NC, Neighborhood Conservation, requires **20% minimum canopy preservation.** The proposed zoning district, UN, Urban Neighborhood, requires **15% minimum canopy perseveration.**

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. The property is also located within the **Walker Park Neighborhood Master Plan** area.

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

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and

walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #3)
- Near Sewer Main (8-inch main along S. Washington)
- Near Water Main (6-inch main along S. Washington Avenue)
- Near City Park (Walker Park)
- Near Paved Trail (Walker Park Trail)
- Near ORT Bus Stop (College at Walker Park)
- Within Master Plan Area (Walker Park Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the proposed zoning of UN, Urban Neighborhood to be incompatible with the surrounding area land uses. Like the existing NC zoning district, UN is an urban district which has a 0- to 25-foot build to zone, promoting pedestrian-oriented development by encouraging buildings to be constructed closer to the street. What sets Urban Neighborhood apart is it is designed to both support and allow for a diverse range of housing and non-residential types, which would be an outlier in the Walker Park single-family neighborhood fabric. The use schedule of UN allows for the development of small commercial, multi-family, and others that greatly exceeds the allowances of nearby zoning districts. The conditional uses of NC do allow for additional development and infill opportunities that would be more in character with the area than upzoning to a more intense district. UN - when compared to NC - allows for smaller lot sizes, reduced setbacks, and increased residential and small commercial densities, changing the established area's lot size and character. Staff recommends the applicant find an appropriate conditional use that would fit their needs or to rezone to a zoning district that is not as intense, such as NS-L, a zoning district that is in the area that allows for modest, diverse development.**

Land Use Plan Analysis: **Staff finds the proposed upzoning to be inconsistent with the Walker Park master plan area but would be consistent with the Future Land Use Map designation and City Plan 2040. The Walker Park Neighborhood Plan encourages a variety of housing types while conserving the existing single-family fabric where it is intact. The proposed allowances would impact that homogenous goal and would introduce residential and non-residential diversity in the area. The Future Land Use Map identifies this area 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 subject property has a modest weighted infill score of 8 which could indicate the area can likely support**

modest development. The zoning request also meets Goals 1 (appropriate infill), 3 (mixed-use development), and 6 (attainable housing opportunities) of City Plan 2040. However, meeting these goals would potentially negatively impact the Walker Park Neighborhood Master Plan. Long Range Staff have provided a memo that shows the rezoning supports City Plan 2040 and the Future Land Use Plan but does not support the Walker Park Master Plan, with both stances citing the use allowances introduced by UN in the Walker Park neighborhood.

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 NC to UN. This request would introduce a wide range of uses that would negatively impact nearby residential uses.**

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

Finding: **A rezoning from NC to UN has the potential to create and increase traffic danger or congestion as this property is not located on a major corridor with higher traffic capacity. With that, the subject property is small, which would place a cap on any substantial increase in 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 NC to UN could increase population density and therefore the load on public services; however, the impact is not expected to be detrimental. Adequate water and sewer connections are available to the site, suggesting the area can support the increase and avoid costly extensions to services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends denial of RZN-2025-0054.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: November 24, 2025	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion: McGetrick			
Second: Holeyfield			
Vote: 8-0-0 (Commissioner Cabe was absent from the vote)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.29 Neighborhood Conservation
  - §161.37 Urban Neighborhood
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Long Range Planning Memo
- Request Letter

161.29 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)

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.

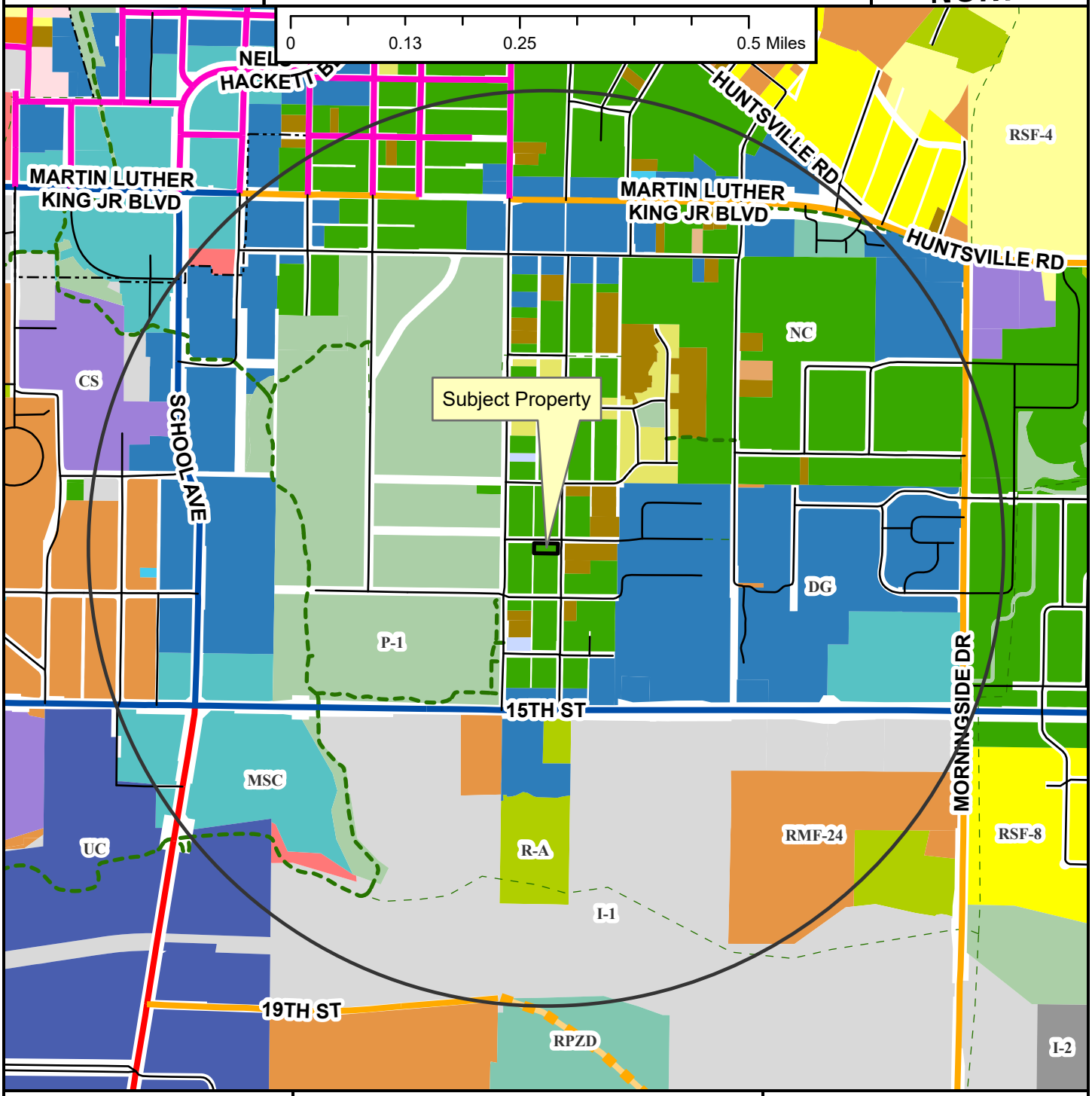
(Ord. No. 6830, §1(Exh. A), 1-7-25; Ord. No. 6879, §2, 5-20-25)

RZN-2025-0054

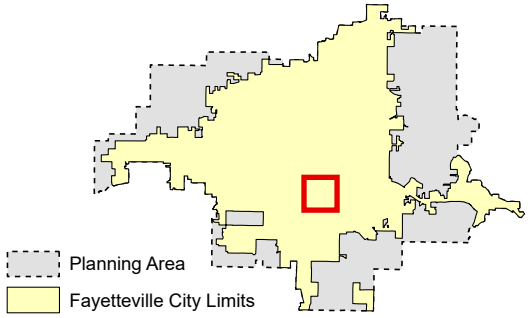
One Mile View

187 E. 12TH ST

NORTH



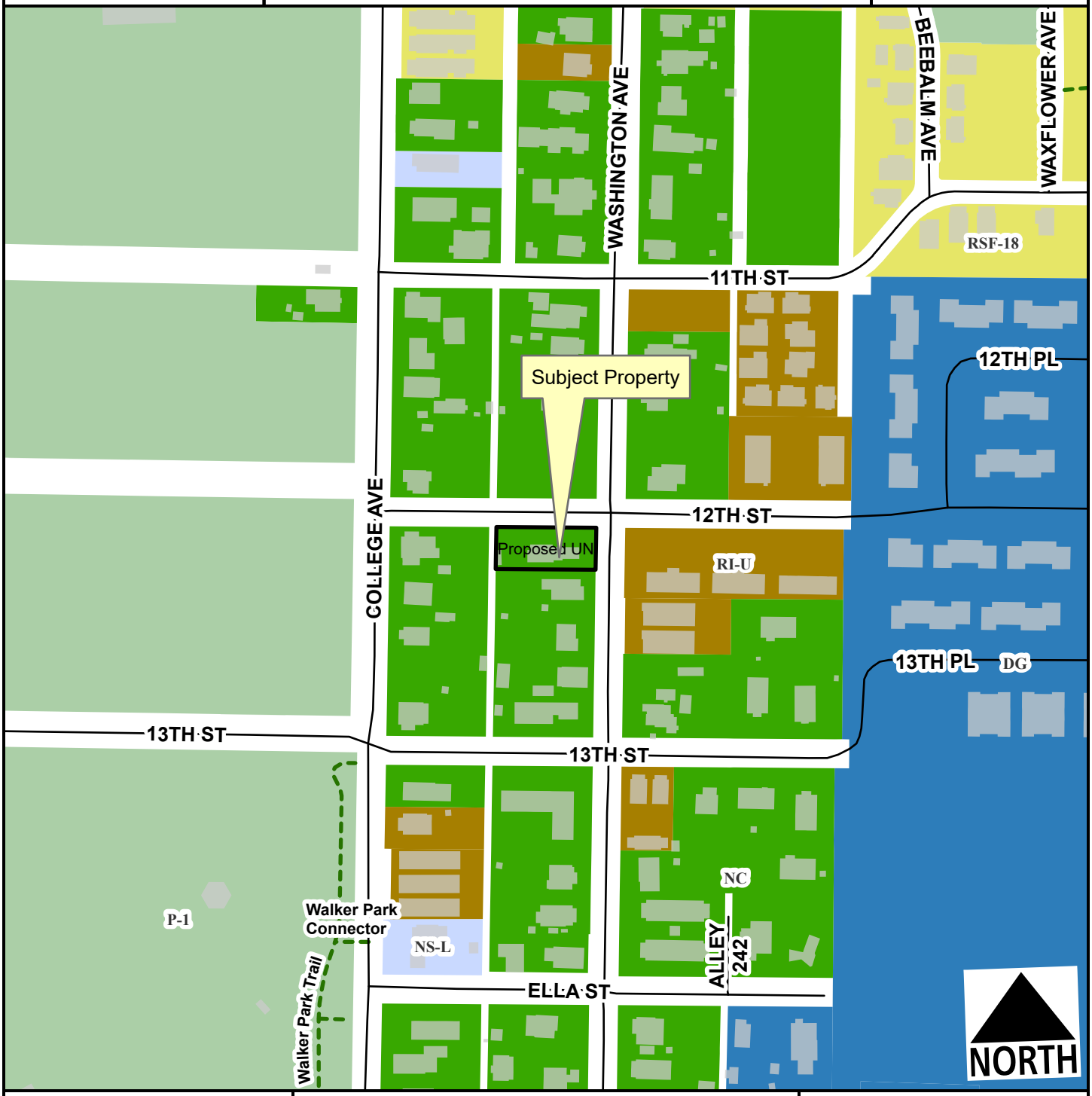
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2025-0054

Close Up View

187 E. 12TH ST



- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.2	0.0
UN	0.0	0.2

Total 0.2 ac

RZN-2025-0054

Current Land Use

187 E. 12TH ST

NORTH

- 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

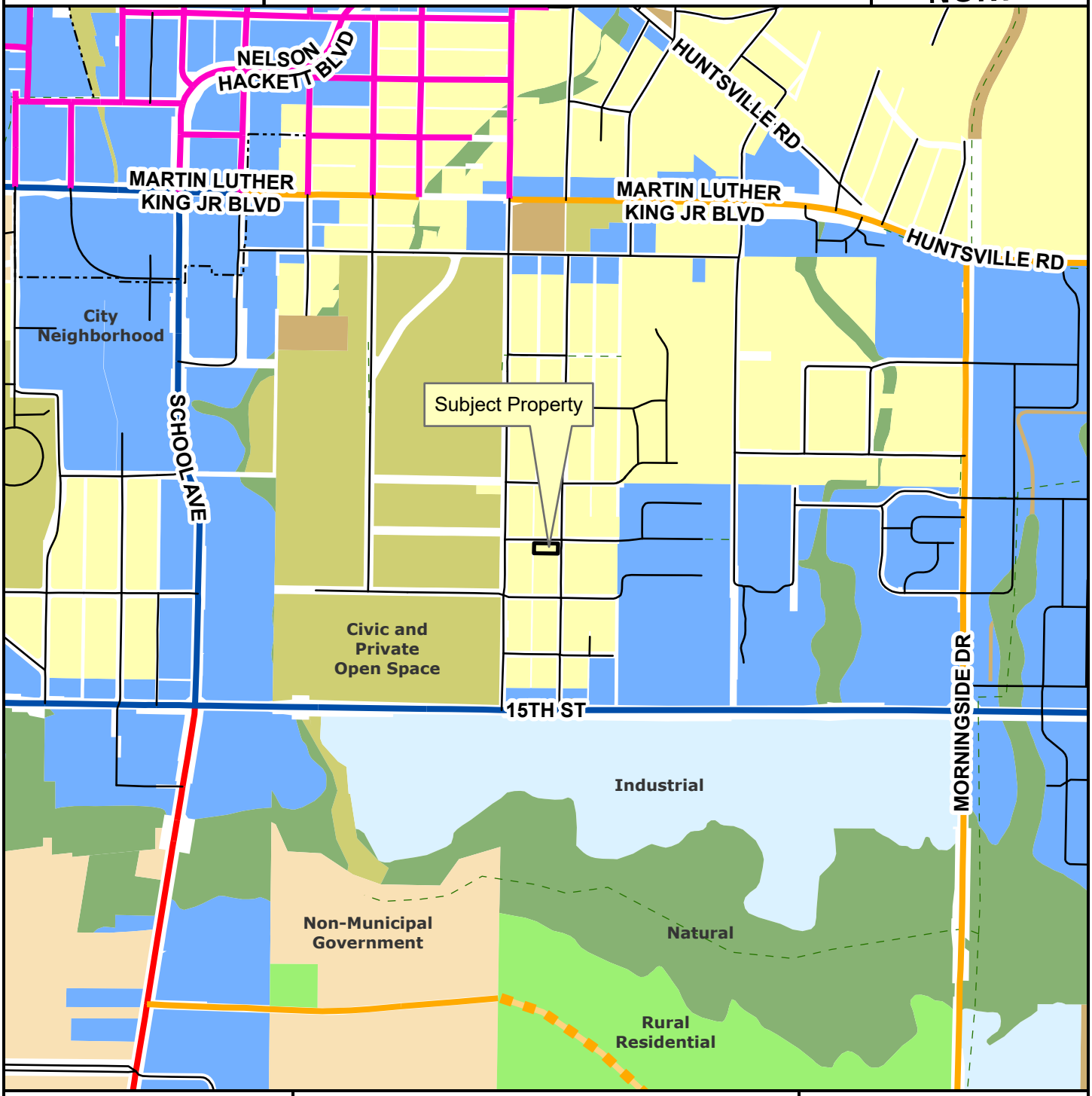
- 100-Year Floodplain
- Floodway

RZN-2025-0054

Future Land Use

187 E. 12TH ST

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: November 24, 2025

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0054**

BACKGROUND:
The applicant requests to rezone approximately 0.20 acres from NC, Neighborhood Conservation to UN, Urban Neighborhood. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Walker Park Neighborhood Plan.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.
    - 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.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

Walker Park Neighborhood Plan (2008):
Adopted in February 2008, the Walker Park Neighborhood Plan outlined four guiding principles, of which one is relevant to this request:

1. Balance of Uses and Housing

DISCUSSION:
City Plan 2040 and Future Land Use Plan:
This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context." This land use designation also encourages the incorporation of low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail or offices. [1] The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, four-, and multifamily housing. The UN district would also incorporate non-residential uses, however the intensity of some may extend beyond what was envisioned for this area.

[1] City Plan 2040, 128.

Specifically, UN permits General Business (Use Unit 12b) and Eating Places (Use Unit 13), which may increase traffic or noise. However, uses like a small office may not result in a significant impact to the neighborhood. Given this concern, a zoning district like NS-L may be more appropriate, however it does not come with as flexible lot width minimums that may spark redevelopment into fee-simple lots for denser housing. In reviewing the applicant's request letter and desire to retain the existing house but allow low-intensity commercial uses, rezoning to NS-L could be an appropriate compromise.

It is also worth noting that the *intent* of the Urban Neighborhood district is to "serve as a mixed use are of medium intensity and *provide a transition* into residential neighborhoods from more intense, mixed-use districts." The subject property is in the midst of solely residential properties, and not on the periphery where it could serve as a transitional space. As such, this request may not align with the intent of the Urban Neighborhood district.

Walker Park Neighborhood Plan:
The subject property is included in the Walker Park Neighborhood Plan, which outlines goals and a vision for the area. Including a balance of commercial uses and diverse housing types.

While on its face, the request for UN may appear appropriate given the *Neighborhood Plan's* vision for balancing commercial uses and housing variety, the plan does acknowledge the value of retaining single-family housing and other housing patterns where appropriate. The *Walker Park Neighborhood Plan* acknowledges the "predominately single-family nature of the interior of the neighborhood."[2] A large swathe of primarily single-family zoned property is located roughly between E. 7th St. to E. 15th St. While mixed-use zoning districts may be appropriate along major streets like E. 7th, E. 15th, and even S. College Ave. it is not clear that this portion of the neighborhood was envisioned for commercial uses. RI-U offers increased housing flexibility, which aligns with both the goals of the *Walker Park Plan* and *City Plan 2040*, without inserting commercial uses into an established residential neighborhood like would be permitted under UN. This alternative would advance housing priorities and avoid locating commercial uses in an incompatible area.

Property History:
The subject properties contains a single-family dwelling constructed ca. 2003, according to Washington County Tax Assessor records. The property is not of historic age, is not eligible for the state or National Register of Historic Places, and is not within a local historic district.

[2] Walker Park Neighborhood Plan, 18.

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 187 E. 12th Street (NC → UN)
Date: 10-7-2025

Dear Commissioners,

I am requesting a rezoning for the property located at 187 E. 12th Street from Neighborhood Conservation (NC) to Urban Neighborhood (UN). The property is currently zoned for single-family use, but the existing structure and location make it well-suited for small neighborhood commercial or office use that complements the surrounding area.

The goal of this rezoning is to allow flexibility to add a small neighborhood commercial space on site while keeping the existing house. This would create an opportunity for a small office or local business that serves nearby residents, adding a neighborhood amenity without disrupting the residential character of the property or surrounding area.

Statement of Compatibility

The proposed UN zoning is compatible with the surrounding context and supports the city's goals for mixed-use, walkable neighborhoods. The area already includes a blend of residential, institutional, and small commercial uses, and this rezoning would reinforce that pattern by allowing a low-intensity use that fits within the existing built environment.

The UN district includes design and scale standards that ensure any future use remains consistent with neighborhood character. The intent is not to introduce high-traffic or large-scale development, but to create space for small local businesses or professional offices that serve and strengthen the neighborhood.

This rezoning aligns with the City Plan's emphasis on infill development, adaptive reuse, and expanding opportunities for walkable, mixed-use neighborhoods. Allowing this small-scale commercial flexibility at 187 E. 12th supports those objectives while preserving the form and scale of the existing streetscape.

Thank you for your consideration,

Wes Bates

Reviewed by:
Donna Wonsower, AICP
Senior Planner
Development Services
APPROVED

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2553

MEETING OF DECEMBER 9, 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-2025-0055: Rezoning (2040 N. EASY AVE./ FLETCHER, 367): Submitted by GREENWAY CARRIAGE HOUSE for property located at 2040 N. EASY AVE in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in north-central Fayetteville about 400 feet west of the N. Gregg Avenue and W. Poplar Street intersection at the corner of W. Pear St. and N. Easy Avenue. The property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and overall contains 0.30 of an acre. The property is undeveloped. The property does not lie in an overlay district.

Request: The request is to rezone the property from RSF-4, 4 Residential Single-Family, to NS-G, Neighborhood Services - General.

Public Comment: Staff has received one public comment in support of the item.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the variety of surrounding land uses with complementary uses and reduced development barriers. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8000 sq. feet. The NS-G development requirements are significantly lesser as it requires 35 foot lot width for dwellings and 0 ft for all else; and 4,000 sqft lot area minimum for single-family to 0 feet for all non-dwelling developments, highlighting how less restrictive the proposed zoning district is. With this proposed rezoning, setbacks would transition from the RSF-4 standard setbacks to the urban form of NS-G, furthering complementing to the transitioning urban form in the area. The nearby area is characterized by different zoning districts - C-2, NS-G, RSF-4, RMF-24, and I-1 – which allow for a mix of differing uses. The introduction of NS-G could support this area with the addition of a mixed-use zoning district compared to the single-use residential allowance of RSF-4. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold.

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 City Neighborhood area and is within a Tier Three Center – intersection of W. Sycamore Street and N. Gregg Avenue. A rezoning to NS-G would support those designations as designations as both City Neighborhood Areas and Tier Three Centers exist to provide a mix of commercial and residential uses of varying scale. The allowed uses in NS-G promotes neighborhood development with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. The subject property has a moderate infill score, with access to trails, parks, and public infrastructure that make it appropriate for moderate density infill development. Staff finds that the requested rezoning allows for convenience goods and services and housing which will assist most prominently with City Plan Goals #1 (appropriate infill), 3 (compact development), and 6 (opportunities for affordable housing).

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 2, 138 W. North St.)
- Near Sewer Main (18-inch main N. Easy Avenue; 18-inch main W. Pear Street)
- Near Water Main (6-inch main N. Easy Avenue; 6-inch main W. Pear Street)
- Near Public School (Woodland Junior High School)
- Near City Park (Razorback Greenway)
- Near Paved Trail (Midtown Trail)
- Near ORT Bus Stop (N College & Poplar)
- Near Razorback Bus Stop (Chestnut Apartments – Route 26)
- Appropriate Future Land Use

DISCUSSION:
At the November 24, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little comment, finding the request to be compatible. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-2553

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-55 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 2040 NORTH EASY AVENUE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services-General.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2553

Item ID

12/16/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0055: Rezoning (2040 N. EASY AVE./ FLETCHER, 367): Submitted by GREENWAY CARRIAGE HOUSE for property located at 2040 N. EASY AVE in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

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:

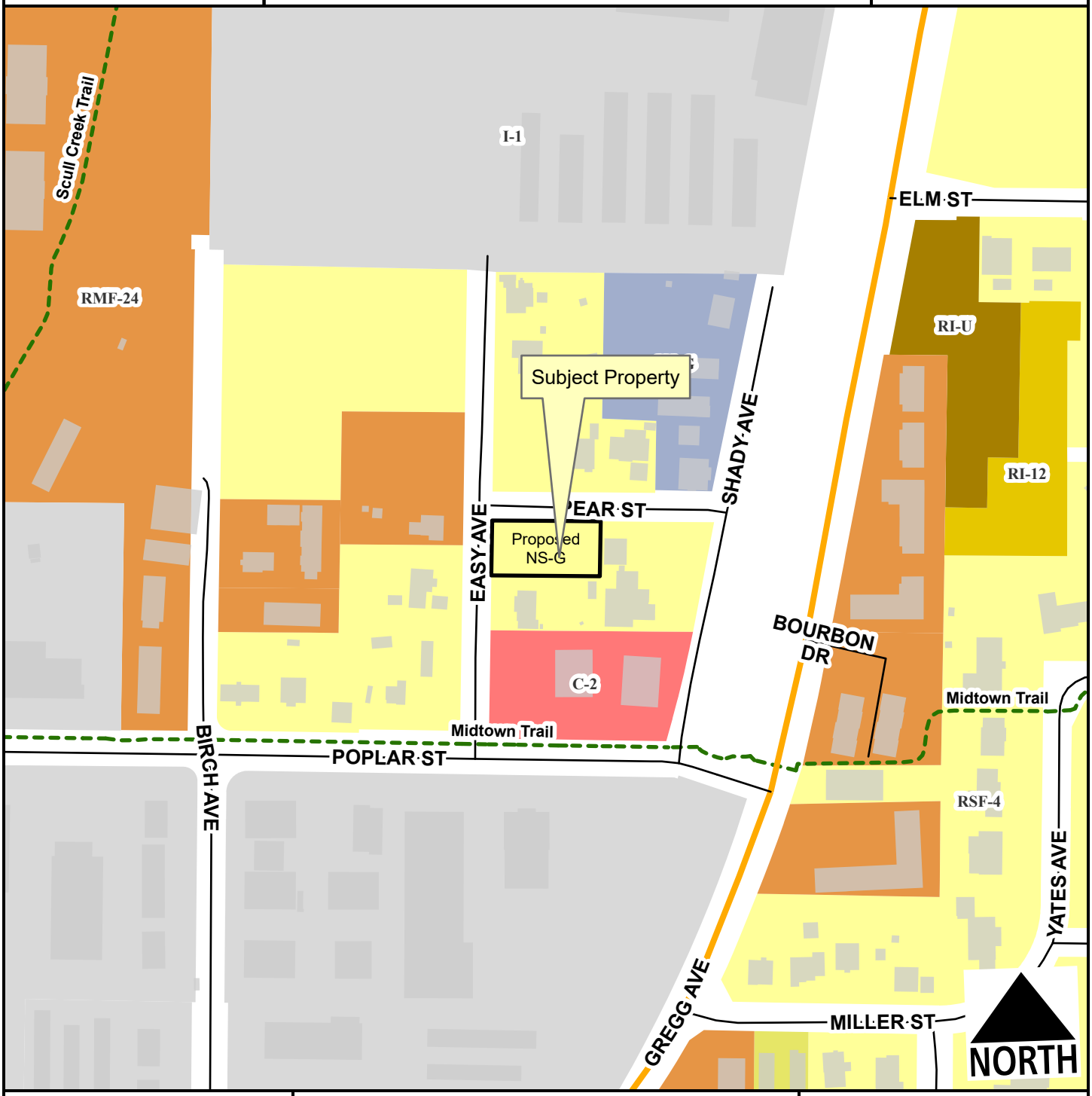
Comments:

RZN-2025-0055

Close Up View

2040 N. EASY AVE

EXHIBIT A



Neighborhood Link

Residential Link

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

75.94 feet of equal and uniform width off the North side of Lots Numbered Twelve (12) and Thirteen (13) in Block One (1) in the Revised Plat of Block Five (5) of Parker's Plat of Valley View Acres, an 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.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: November 24, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0055: Rezoning (2040 N. EASY AVE./ FLETCHER, 367):** Submitted by GREENWAY CARRIAGE HOUSE for property located at 2040 N. EASY AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0055** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0055** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in central Fayetteville about 400 feet west of the N. Gregg Avenue and W. Poplar Street intersection at the corner of W. Pear St. and N. Easy Avenue. The property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and overall contains 0.30 of an acre. The property is undeveloped. 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	Undeveloped & 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	Two-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre; RMF-24, Residential Multi-Family, 24 Units per Acre

Request: The request is to rezone the property from RSF-4, 4 Residential Single-Family, to NS-G, Neighborhood Services - General.

Public Comment: Staff has received one public comment in support of the item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has a road frontage along North Easy Avenue. North Easy Avenue is a partially improved Residential Link Street with asphalt paving and open ditches. The subject area has a road frontage along West Pear Street. West Pear 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 6-inch water main is present along North Easy Avenue. Existing 6-inch water main is present along West Pear Street.

Sewer: Sanitary sewer is available to the subject area. Existing 18-inch sewer main is present along North Easy Avenue. Existing 18-inch sewer main is present along West Pear Street.

There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 633 feet to the Southwest of this property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams are present.

Hydric soils are present on the subject 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.

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 2, located at 138 W North St, protects this site. The property is located approximately 1.4 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 did not comment on this request.

Tree Preservation:

The proposed zoning district, NS-G, Neighborhood Services — General, requires **20% minimum canopy preservation**. The current zoning district, RSF-4, Residential Single-Family, 4 Units per Acre, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8-9** for this site with a weighted score of **11.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 2, 138 W. North St.)
- Near Sewer Main (18-inch main N. Easy Avenue; 18-inch main W. Pear Street)
- Near Water Main (6-inch main N. Easy Avenue; 6-inch main W. Pear Street)
- Near Public School (Woodland Junior High School)
- Near City Park (Razorback Greenway)
- Near Paved Trail (Midtown Trail)
- Near ORT Bus Stop (N College & Poplar)
- Near Razorback Bus Stop (Chestnut Apartments – Route 26)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses by introducing complementary uses and relieves development barriers. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8000 sq. feet. The NS-G development requirements are significantly lesser as it requires 35 foot lot width for dwellings and 0 ft for all else; and 4,000 sqft lot area minimum for single-family to 0 feet for all non-dwelling developments, highlighting how less restrictive development the proposed zoning district is. With this proposed rezoning, setbacks would transition from the RSF-4 standard setbacks to the urban form of NS-G, furthering complementing to the transitioning urban form in the area. The nearby area is scattered with different zoning districts - C-2, NS-G, RSF-4, RMF-24, and I-1 – which allow for a mix of differing uses. The introduction of NS-G could support this area with the addition of a mixed-use zoning district**

compared to the single-use residential allowance of RSF-4. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold.

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 City Neighborhood area and is within a Tier Three Center – intersection of W. Sycamore Street and N. Gregg Avenue. A rezoning to NS-G would support those designations as designations as both City Neighborhood Areas and Tier Three Centers exist to provide a mix of commercial and residential uses of varying scale. The allowed uses in NS-G promotes neighborhood development with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. The subject property has a moderate infill score, with access to trails, parks, and public infrastructure that make it appropriate for moderate density infill development. Staff finds that the requested rezoning could allow for convenience goods and services and housing which will assist with the City Goals #1 (appropriate infill), 3 (compact development), and 6 (opportunities for affordable housing).**

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

Finding: **Staff finds that there is sufficient justification for rezoning the subject property from RSF-4 to NS-G. 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 RSF-4 to NS-G 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-2025-0055 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: November 24, 2025	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion:	Werner		
Second:	Payne		
Vote:	8-0-0 (Commissioner Cabe was absent from the vote)		

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.19 NS-G, Neighborhood Services – General
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

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. 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.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet

Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945, §7(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

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.

161.07 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. 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.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet

Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

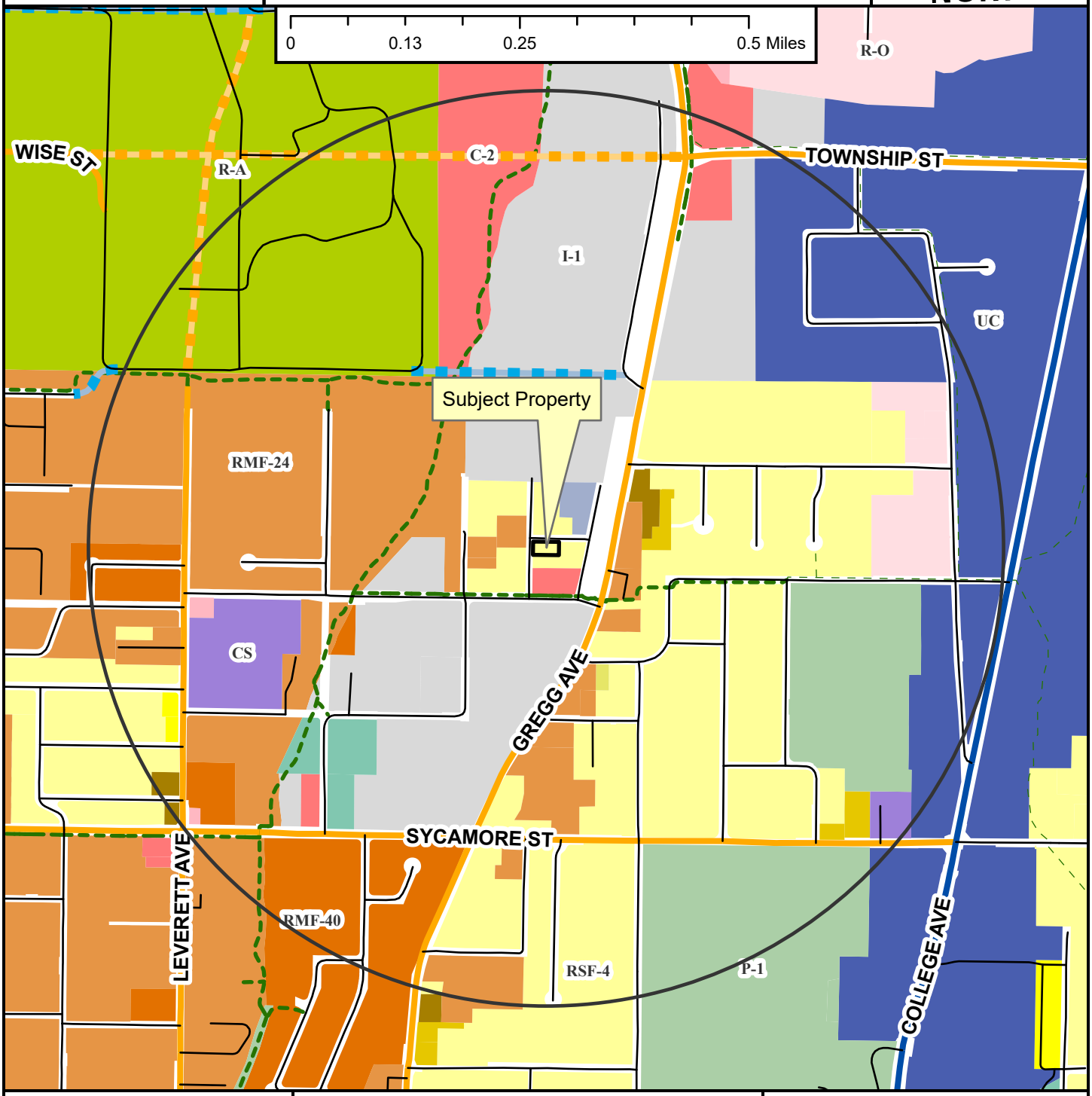
(Ord. No. 5945, §7(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

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.

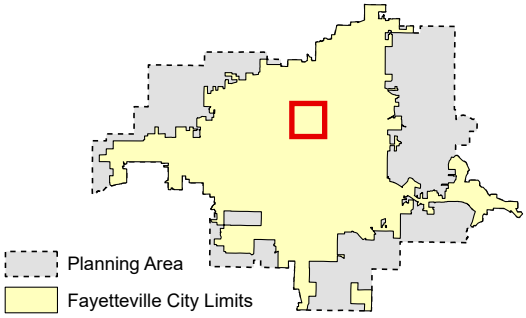
RZN-2025-0055

One Mile View

2040 N. EASY AVE



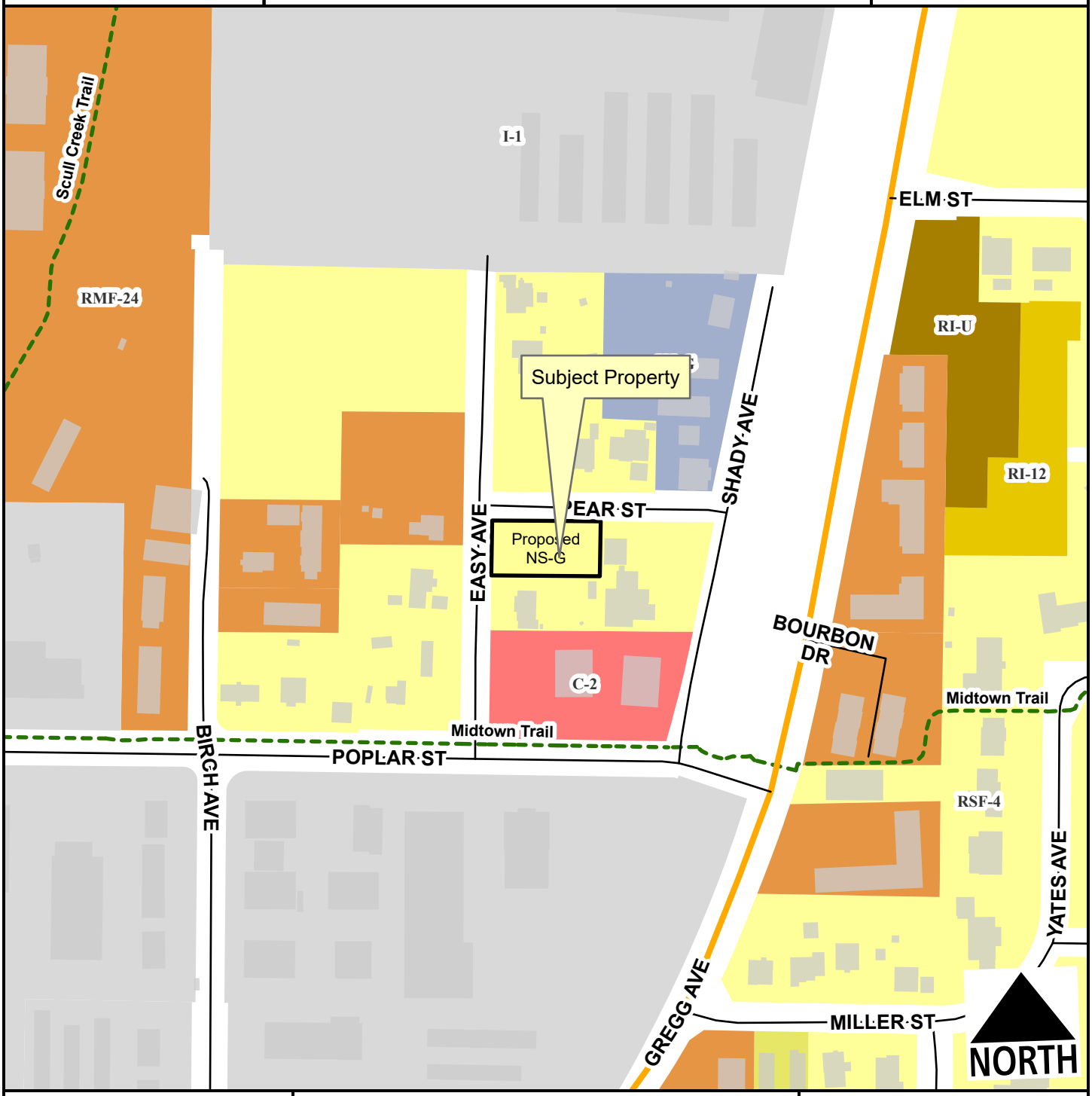
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2025-0055

Close Up View

2040 N. EASY AVE



Neighborhood Link
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

RZN-2025-0055

Current Land Use

2040 N. EASY AVE

NORTH

- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

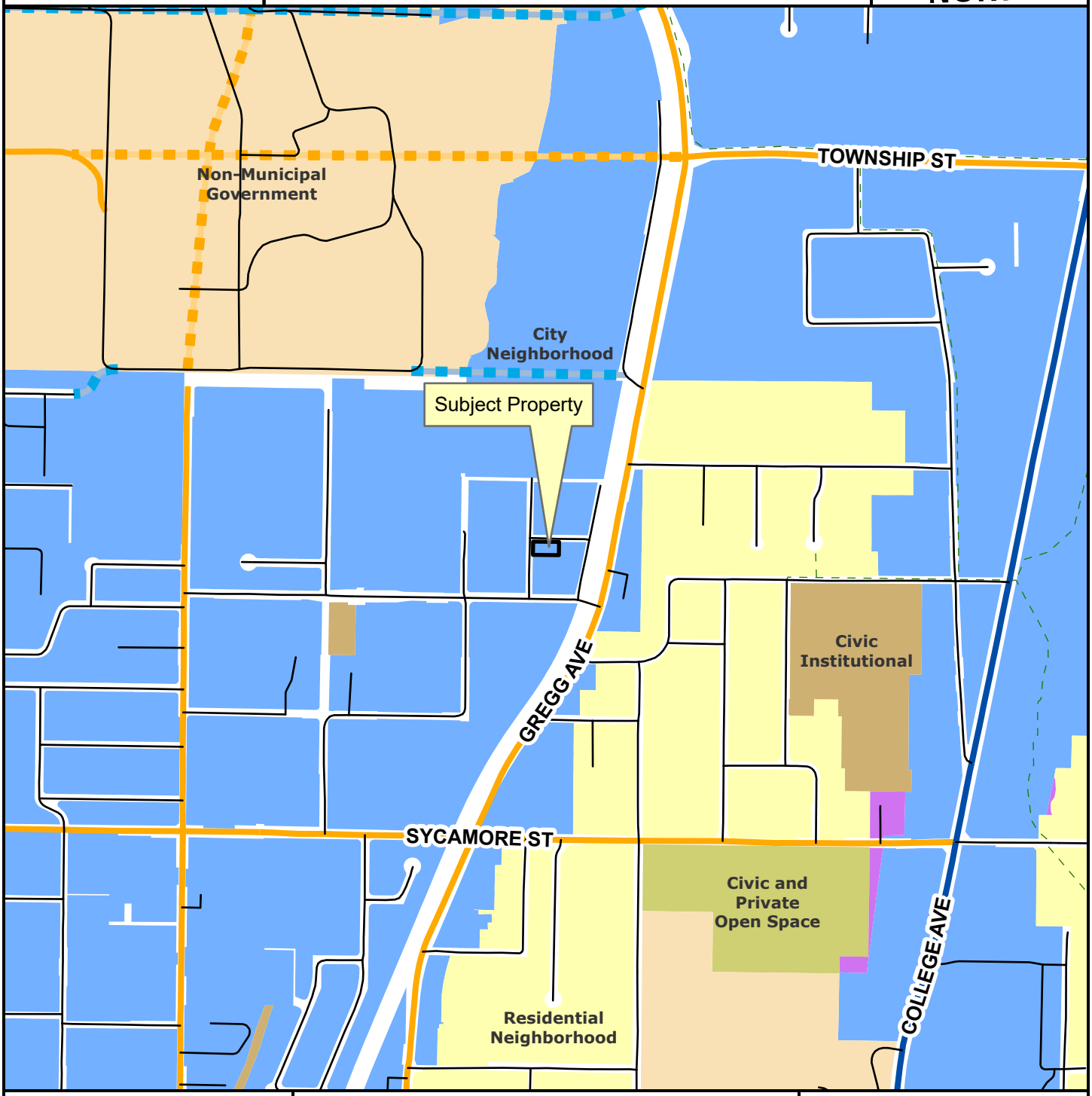
- 100-Year Floodplain
- Floodway

RZN-2025-0055

Future Land Use

2040 N. EASY AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

From: Virginia Hillis <carriagehouseonthetrail@gmail.com>
Subject: Planning C. letter
Date: October 8, 2025 at 10:54:02 AM CDT
To: Stan Fletcher <stan7fletcher@gmail.com>

Proposed Rezone Parcel:765-09519-000 N.Easy Avenue
Fayetteville Arkansas72703
This lot is currently zoned RSF-4
Proposal zoning:NS-G
After consulting with a member from Planning department and asking for recommendations that would best suit our current neighborhood dynamics and the future interest of the neighborhood as well as future interest of the city of Fayetteville and its rapid growth. NS-G is the zoning that best fits and currently this zoning exists in the Parker Valley neighborhood.
Parker Valley Estates residential makeup consist of
single family home owners with the exception of the parcels on North Shady Ave owned by the Davidson Construction which is zoned as NS-G. Our intent is to eventually sell the lot or smaller parcels for the lot
The current zoning is not the most flexible for this and this change would be more desirable for a single owner or for an investor in a landlord/tenant situation.The City of Fayetteville is experiencing a housing crisis.This small zoning change will help a few more future residents have the opportunity to own a home as an alternative to renting. Homeownership in our area of Ward 2 is very low and we have a small opportunity to change this situation. We as homeowners living next to this lot want more flexibility and options in the sale of the lot. Thank you for consideration,

This change is comparable with the neighborhood property owners and will not adversely, unreasonably,
or conflict with surrounding land usages. We are in a mixed use neighborhood off of Poplar with Sweetser Construction bordering N Easy Ave. We have multiple zoning in our neighborhood with multiple homes zoned as NS-G. We feel that this change will not be contested by our neighbors and will benefit the development of the neighborhood as well as provide for more home buying opportunities.in the City of Fayetteville.
Thank you

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2550

MEETING OF DECEMBER 9, 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-2025-0056: Rezoning (1723 N. CHESTNUT AVE/MASCHOFF & HALASZ, 366): Submitted by DABS PROPERTIES LLC for property located 1723 N. CHESTNUT AVE. in WARD 2. The property is zoned C-2, THOROUGHFARE COMMERCIAL, and contains approximately 0.83 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located at the northwest corner of W. Sycamore Street and N. Chestnut Avenue. The property is developed with a multi-tenant space that has an intermittent use history. The official certificate of occupancy on the project, constructed around 2008, appears that it was issued for offices, but that it could also be used for apartments. More recently, upon attempting to obtain a business license for the use of one of the spaces as a short-term rental, the property owner was informed that the structure had not been inspected for a multi-family structure, and would likely require additional improvements to bring to current fire and building safety code regulations. Further, since residential uses are not permitted in the C-2 zoning district, a rezoning was needed to allow this structure to be used solely as a multi-family building.

Request: The request is to rezone the subject property from C-2, Thoroughfare Commercial to CS, Community Services.

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. The C-2 zoning district is among the City's highest intensity, nonresidential districts, and is a traditional, auto-oriented zoning district. C-2 allows for buildings up to 6 stories tall, with exclusively commercial uses permitted by-right, including auto-oriented services, drive-thru restaurants, and gas stations. Further, residential uses are not typically permitted in this district. The property in question is currently surrounded by I-1, Heavy Commercial and Light Industrial, zoning, but a mix of residential and commercial properties also exist in the surrounding area. Conversely, the CS zoning district is a form-based zoning district, which typically requires structures to be placed closer to the street with a build-to zone, rather than with a conventional setback, to activate the pedestrian and public realm. Parking is typically required to be placed at the rear of the property, or to be more hidden from general view. CS also allows for residential uses by-right, which promotes

a more mixed-use, traditional town form type of development. Rezoning this corner property near the convergence of two of the City's major trails could help activate the area and inspire development that is consistent with overall City goals.

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 City Neighborhood area. A rezoning from C-2 to CS contributes to City Plan 2040 goals 1-3, in that it helps promote a compact, complete, and connected development on an infill-ready site near the center of town. This site is highly walkable, and there is available transit.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **6-8** for this site. The following elements of the matrix contribute to this score:

- Adequate Fire Response (Station #2, 138 W. North St.)
- Near Sewer Main (N. Chestnut Ave. and W. Sycamore Street)
- Near Water Main (N. Chestnut Ave. and W. Sycamore Street)
- Near Grocery Store (Harps)
- Near City Park (Gregory Park)
- Near Paved Trail (Scull Creek/Midtown Trail)
- Near Razorback Bus Stop (Leverett and Sycamore)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:
At the November 24, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered little comment, finding the request to be compatible with current land use surroundings and future land use goals. No members of the public spoke at the meeting.

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 #: 2025-2550

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-56 FOR APPROXIMATELY 0.83 ACRES LOCATED AT 1723 NORTH CHESTNUT AVENUE IN WARD 2 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-2, Thoroughfare Commercial to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-2550

Item ID

12/16/2025

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

Jonathan Curth	11/26/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0056: Rezoning (1723 N. CHESTNUT AVE/MASCHOFF & HALASZ, 366): Submitted by DABS PROPERTIES LLC for property located 1723 N. CHESTNUT AVE. in WARD 2. The property is zoned C-2, THOROUGHFARE COMMERCIAL, and contains approximately 0.83 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

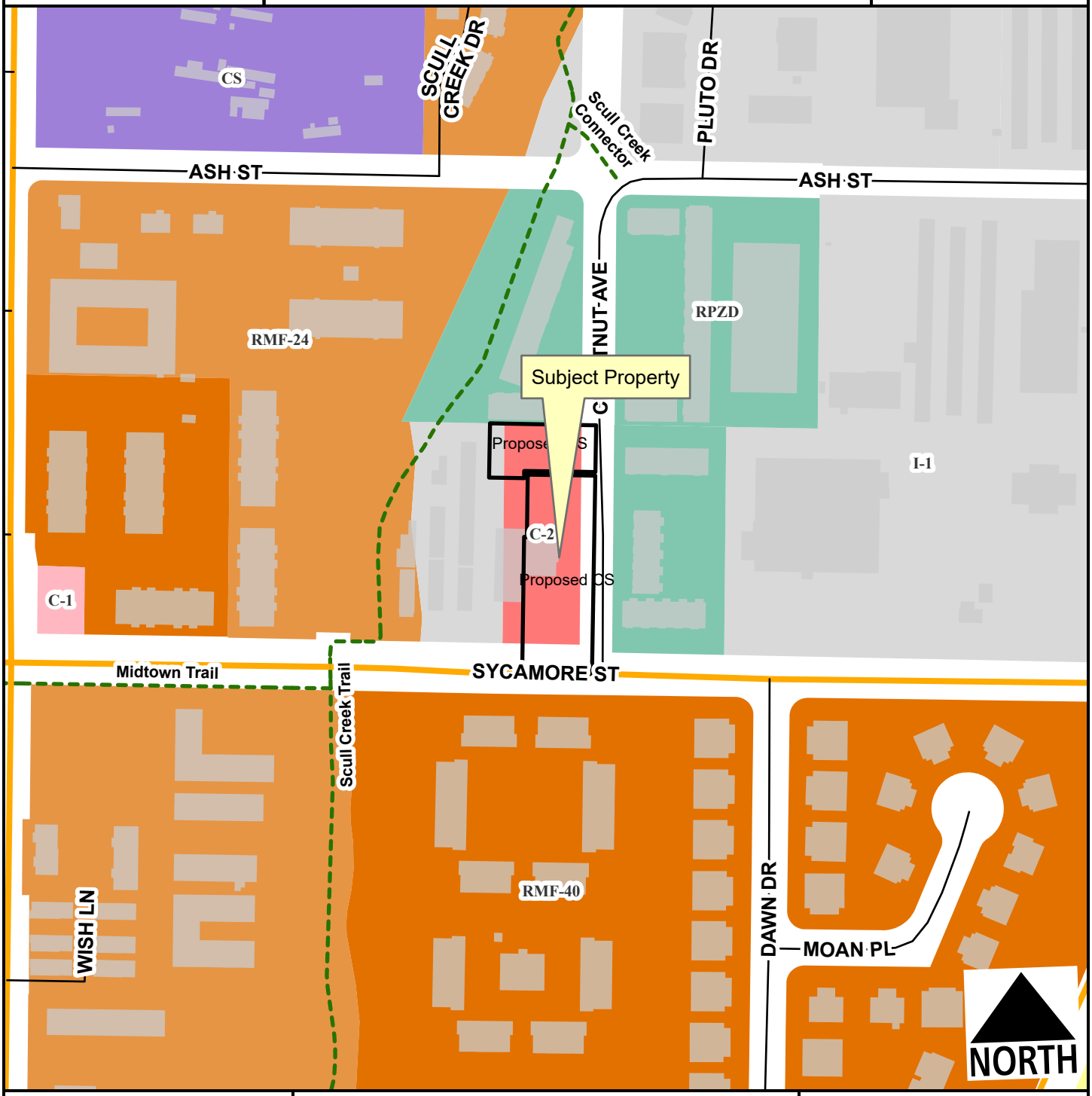
Comments:

RZN-2025-0056

Close Up View

1723 N. CHESTNUT AVE

EXHIBIT A



- Neighborhood Link
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
C-2	0.6	0.0
CS	0.0	0.8
I-1	0.0	0.0
RPZD	0.0	0.0

Total 0.8 ac

RZN-2025-0056
EXHIBIT 'B'

[Property]

A part of Lot Numbered Ten (10) and a part of twenty (20) feet of equal and uniform width off of the East side of Lot Numbered Nine (9), all in Block Numbered Ten (10) in Parker's Plat of Valley View Acres, an addition to the City of Fayetteville, Arkansas, as shown upon the recorded plat thereof on file in the Land Records of Washington County, Arkansas, and being more particularly described as follows: Beginning at the Northwest corner of said Lot Ten (10); thence S86°56'19"E 126.72 feet to the Northeast corner of said Lot Ten (10) and from which a 1/2" reference iron set on the West line right-of-way line of Chestnut Avenue as per the Master Street Plan of Fayetteville, Arkansas, bears N86°56'19"W 21.25 feet; thence S02°57'29"W 64.73 feet along the East line of said Lot Ten (10) to a set cotton spindle; thence leaving the East line of said Lot Ten (10), N87°05'26"W 98.28 feet to a set 1/2" iron rebar; thence S02°46'33"W 10.01 feet to a set 1/2" iron rebar; thence N87°05'26"W 48.47 feet to a set 1/2" iron rebar; thence N02°57'29"E 75.13 feet to an existing iron rebar on the North line of said Lot Nine (9); thence S86°56'19"E 20.00 feet to the Point of Beginning, containing 0.23 acres, more or less. The above-described 0.23 acre tract being subject to the right-of-way of Chestnut Avenue. Said tract being shown as "Tract A" on a Tract Split by Alan Reid & Associates dated April 12, 2019, and recorded as Land Document No. 2021-00002942 of the Public Records of Washington County, Arkansas.

-AND-

A part of Lot Numbered Ten (10) in Block Numbered Ten (10) in Parker's Plat of Valley View Acres, an addition to the City of Fayetteville, Arkansas, as shown upon the recorded plat thereof on file in the Land Records of Washington County, Arkansas, and being more particularly described as follows: Commencing at the Northwest corner of said Lot Ten (10); thence S86°56'19"E 126.72 feet to the Northeast corner of said Lot Ten (10), said point being in Chestnut Avenue and from which a 1/2" reference iron set on the West line right-of-way line of Chestnut Avenue as per the Master Street Plan of Fayetteville, Arkansas, bears N86°56'19"W 21.25 feet; thence S02°57'29"W 69.73 feet along the East line of said Lot Ten (10) to a set cotton spindle for the true Point of Beginning; thence S02°57'29"W 274.02 feet to the Southeast corner of said Lot Ten (10), said point being in Sycamore Street; thence N86°56'19"W 96.39 feet along the South line of said Lot Ten (10) to a point in said Sycamore Street from which a 1/2" reference iron set on the North right-of-way line of said Sycamore Street bears N02°46'33"E 34.66 feet; thence leaving the South line of said Lot Ten (10), N02°46'33"E 187.53 feet in line with and along the outside wall of an existing building to a point; thence leaving the outside wall of said building, S87°01'20"E 4.00 feet to a point; thence N02°46'33"E 86.24 feet to a set 1/2" iron rebar; thence S87°05'26"E 93.26 feet to the Point of Beginning, containing 0.60 acres, more or less. The above-described 0.60 acre tract being subject to the right-of-way of Chestnut Avenue and Sycamore Street. Said tract being shown as "Tract C" on a Tract Split by Alan Reid & Associates dated April 12, 2019, and recorded as Land Document No. 2021-00002942 of the Public Records of Washington County, Arkansas

Subject to easements, right-of-ways, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases, if any.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: November 24, 2025 Updated with final results

SUBJECT: **RZN-2025-0056: Rezoning (1723 N. CHESTNUT AVE/MASCHOFF & HALASZ, 366):** Submitted by DABS PROPERTIES LLC for property located 1723 N. CHESTNUT AVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL, and contains approximately 0.83 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0056** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0056** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located at the northwest corner of W. Sycamore Street and N. Chestnut Avenue. The property is developed with a multi-tenant space that has an intermittent use history. The official certificate of occupancy on the project, constructed around 2008, appears that it was issued for offices, but that it could also be used for apartments. Upon attempting to obtain a business license for the use of one of the spaces as a short-term rental, the property owner was informed that the structure had not been inspected for a multi-family structure, and would likely require additional improvements to bring to current fire and building safety code regulations. Further, since residential uses are not permitted in the C-2 zoning district, a rezoning was needed to allow this structure to be used solely as a multi-family building. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential Multifamily	RPZD, Residential Planned Zoning District
South	Residential Multifamily	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Residential Multifamily	RPZD, Residential Planned Zoning District
West	Commercial/Industrial	C-2, Thoroughfare Commercial; I-1, Heavy Commercial and Light Industrial

Request: The request is to rezone the subject property from C-2, Thoroughfare Commercial to CS, Community Services.

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 W. Sycamore Street, which is a fully-improved Neighborhood Link Street with asphalt paving, sidewalk, and curb and gutter. The subject area has street frontage along N. Chestnut Avenue, which is a partially improved Residential Link Street with asphalt paving, and partial sidewalk, curb, and gutter. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 6-inch water main is present along N. Chestnut Avenue.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along N. Chestnut Avenue.

Drainage: The property is located fully within the floodplain and hydric soils are present on the subject property. 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. 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 2, located at 138 W North 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. 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 existing zoning district, C-2, Thoroughfare Commercial, requires **15% minimum canopy preservation**. The proposed zoning district, CS, Community Services, requires **20% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood.**

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6-8** for this site with a weighted score of **9.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 138 W. North St.)
- Near Sewer Main (N. Chestnut Ave. and W. Sycamore Street)
- Near Water Main (N. Chestnut Ave. and W. Sycamore Street)
- Near Grocery Store (Harps)
- Near City Park (Gregory Park)
- Near Paved Trail (Scull Creek/Midtown Trail)
- Near Razorback Bus Stop (Leverett and Sycamore)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. The C-2 zoning district is among the City's highest intensity districts, and is a very traditional, auto-oriented zoning district at that. It allows for buildings up to 6 stories tall, with exclusively commercial uses permitted by-right, including auto-oriented services, drive-thru restaurants, and gas stations. Further, residential uses are not typically permitted in this district. The property in question is currently surrounded by I-1 zoning, but a mix of residential and commercial properties also exist in the surrounding area. Conversely, the CS zoning district is a form-based zoning district, which typically requires structures to be placed closer to the street with a build-to zone, rather than with a traditional setback, to help activate the pedestrian and public realm and provide a more welcoming environment. Parking is typically required to be placed at the rear of the property, or to be more hidden from general view. CS also allows for residential uses by-right, which promotes a more mixed-use, traditional town form type of development. Rezoning this corner property near the convergence of two of the City's major trails could help activate the area and inspire development that is consistent with overall City goals.**

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 City Neighborhood area. A rezoning from C-2 to CS contributes to City Plan 2040 goals 1-3, in that it helps promote a compact, complete, and connected development on an infill-ready site near the center of town. This site is highly walkable, and there is available transit.**

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 C-2 to CS. This request will allow for the development of neighborhood and community services, as well as allow for the development and the use of the property for housing, which is not currently permitted under the current zoning allowances.**

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

Finding: **A rezoning from C-2 to CS is not likely to appreciably increase traffic danger or congestion at this location. C-2 allows for high-intensity commercial uses, and while CS allows for many of the same by-right, it limits some of the auto-oriented uses, and also introduces residential uses, promoting walkability.**

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 CS zoning district allows for residential uses, so the request could add population to this area, but staff does not find that this would be undesirable. This is a good location for moderate infill given access to water, sewer, streets, and the City's trail network to promote alternative transportation options.**

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-2025-0056 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	Required	YES	
Date: November 24, 2025	❒ Tabled	☒ Forwarded with a recommendation of approval.	❒ Denied
Motion: Payne			
Second: Werner			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.22 Community Services
  - §161.23 District C-2, Thoroughfare Commercial
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

(G) *Minimum Buildable Street Frontage*.50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

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.

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
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 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet

Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	6 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 side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

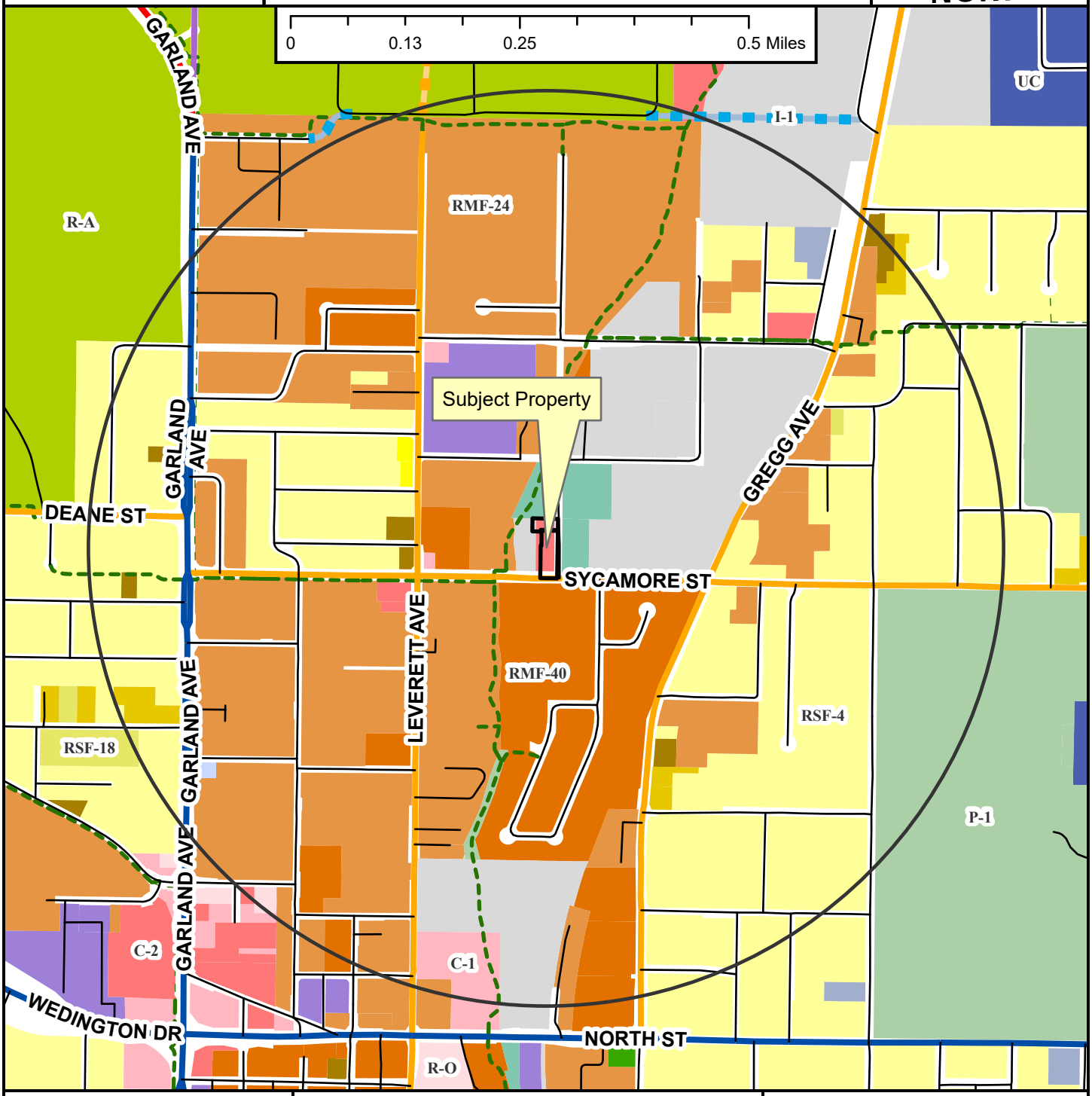
(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6164, §§1, 6, 7, 4-2-19; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §5, 1-18-22)

RZN-2025-0056

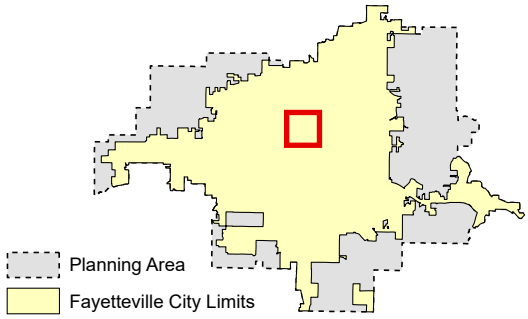
One Mile View

1723 N. CHESTNUT AVE

NORTH



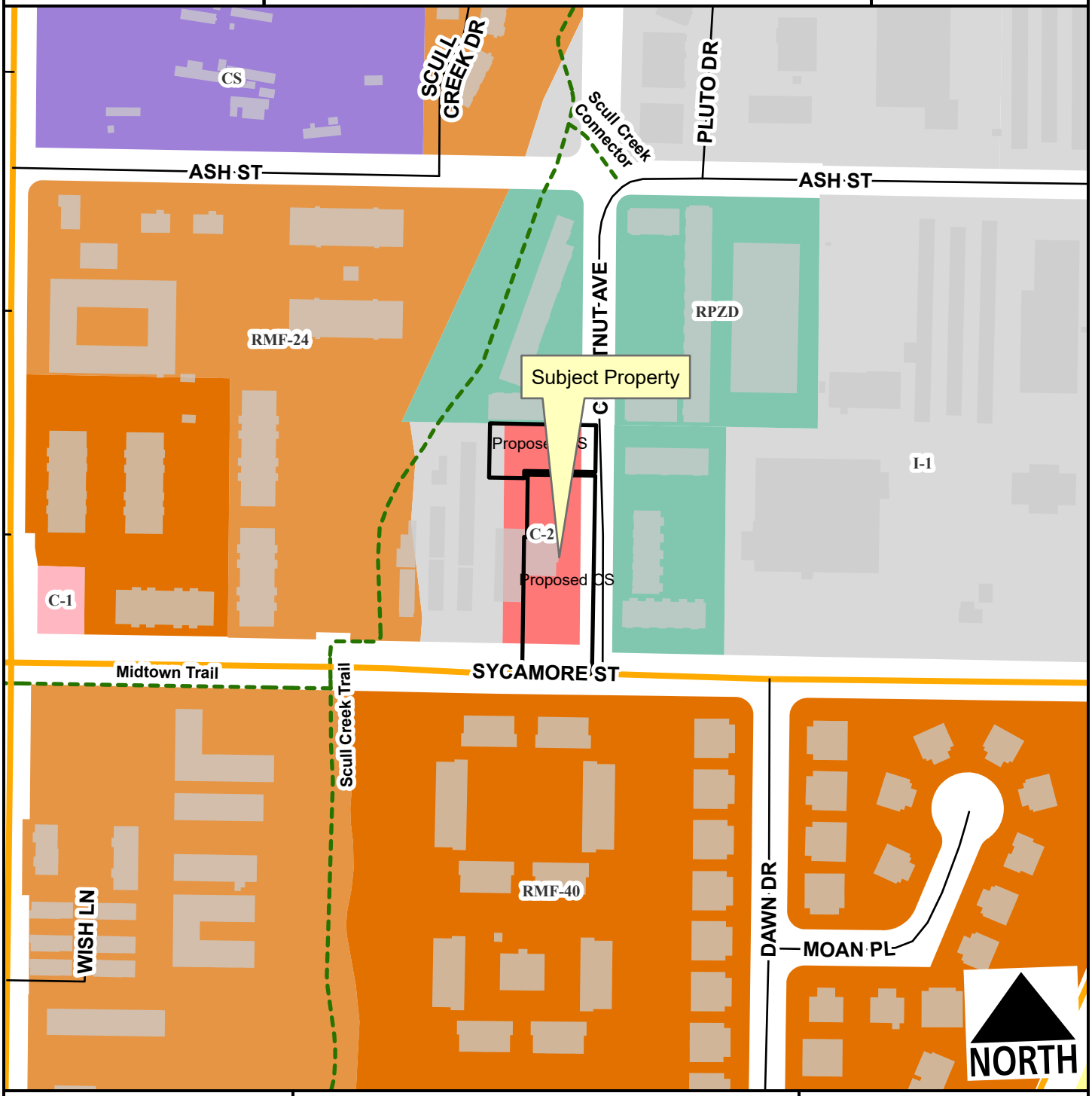
Regional Link
Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



RZN-2025-0056

Close Up View

1723 N. CHESTNUT AVE



Neighborhood Link
Unclassified
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

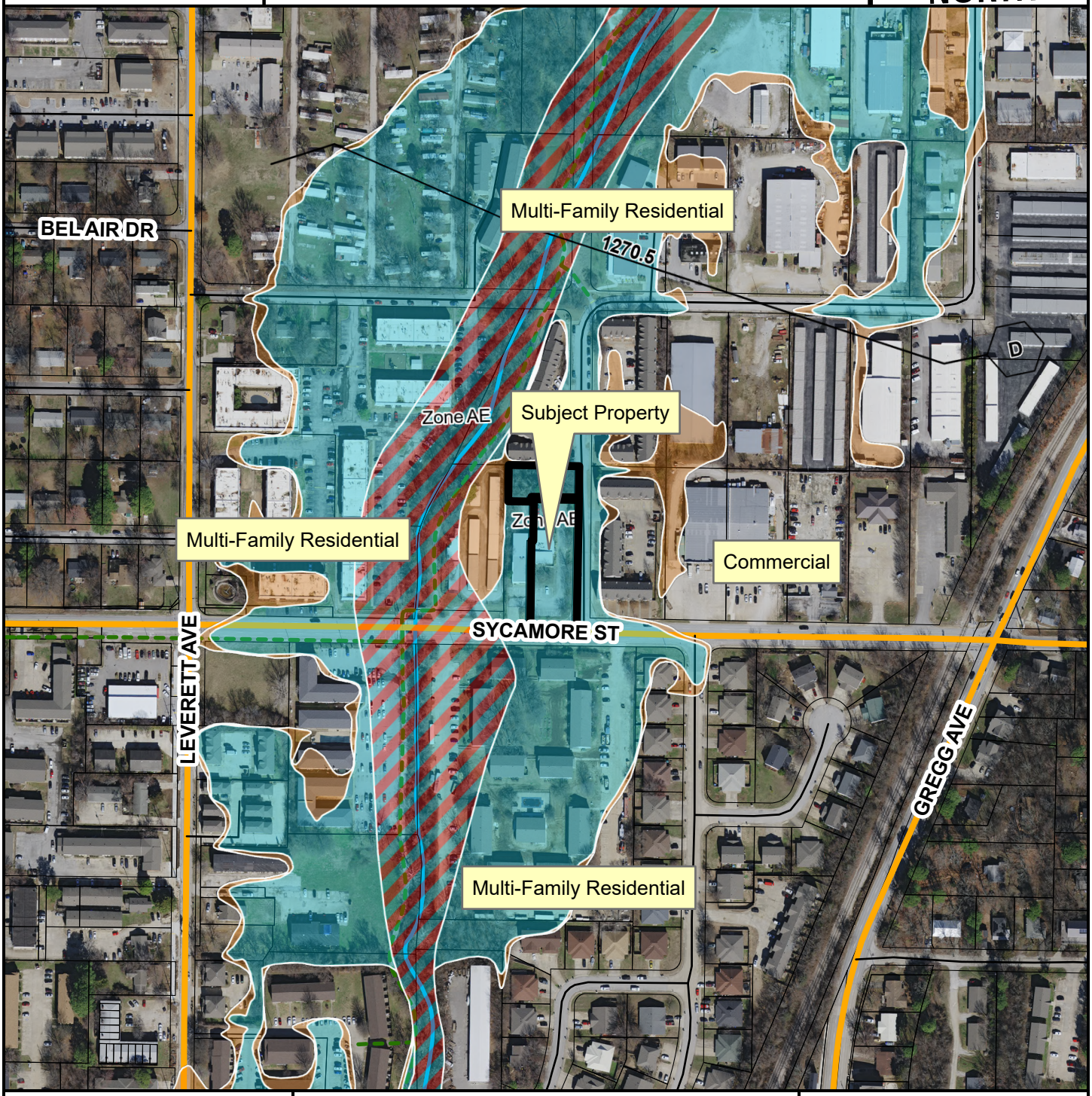
Zone	Current	Proposed
C-2	0.6	0.0
CS	0.0	0.8
I-1	0.0	0.0
RPZD	0.0	0.0
Total	**0.8 ac**	

RZN-2025-0056

Current Land Use

1723 N. CHESTNUT AVE

NORTH



Neighborhood Link
Unclassified
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

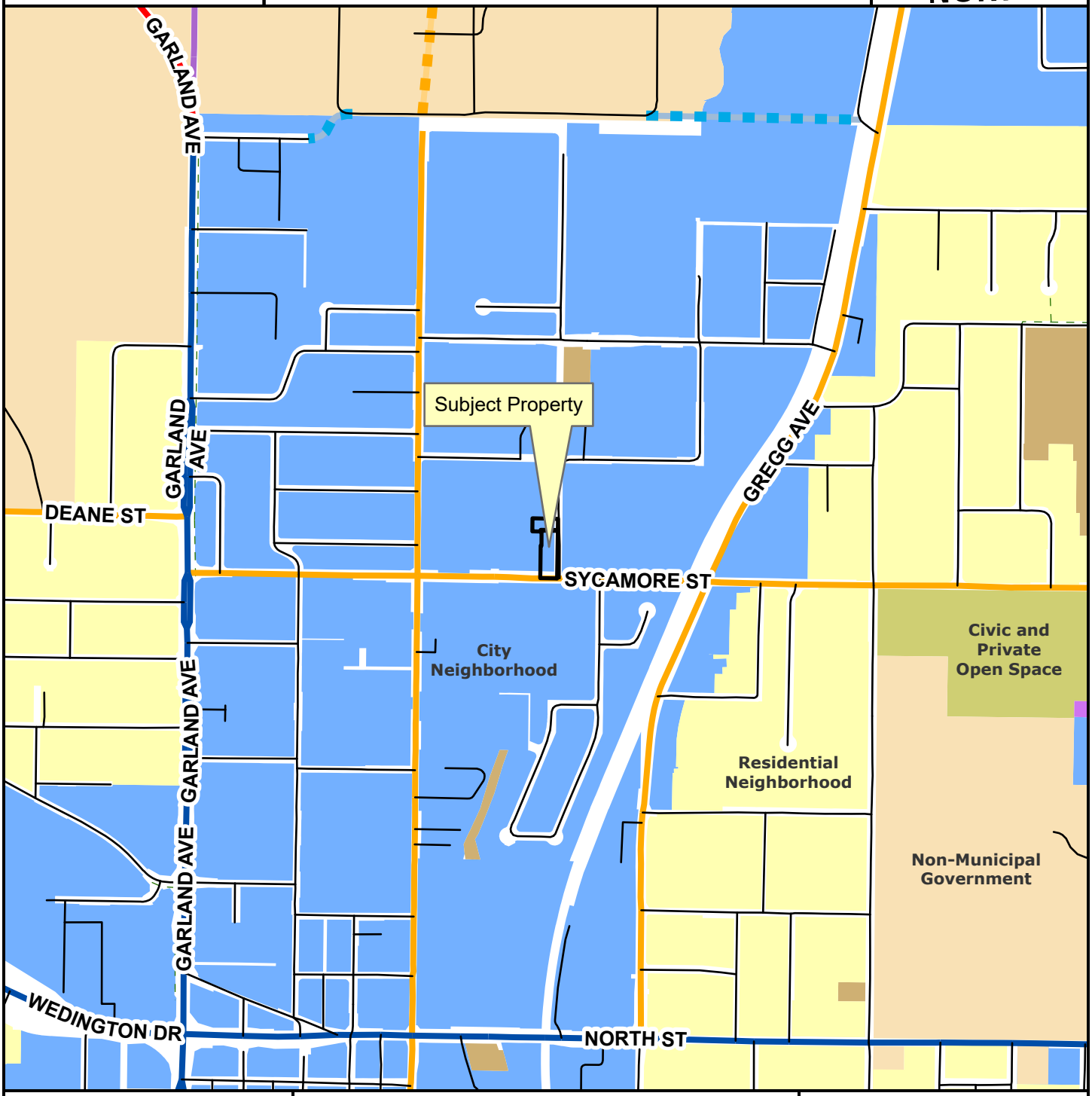
100-Year Floodplain
Floodway

RZN-2025-0056

Future Land Use

1723 N. CHESTNUT AVE

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- 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

DABS Properties LLC
1723 N Chestnut Ave
Fayetteville, AR 72703
Email: dabspropertiesllc@gmail.com

City of Fayetteville – Planning Division
City Hall
113 W Mountain St
Fayetteville, AR 72701

Re: Rezoning Request – 1723 N Chestnut Ave, Fayetteville, AR 72703

To the Fayetteville Planning Division,

We, the owners of DABS Properties LLC (Shane Maschhoff, Maria Dalva Halasz, Amire Abed, and Beatriz Abed), respectfully submit this request to rezone our property at 1723 N Chestnut Ave, Fayetteville, AR 72703 from C-2 (Thoroughfare Commercial) to CS (Community Services).

PURPOSE OF REZONING
The building on this property has historically been used for residential purposes; however, the existing C-2 zoning does not allow residential occupancy. Rezoning to CS will bring the property into compliance and allow us to continue offering safe, long-term residential rentals consistent with its past use and the surrounding neighborhood.

COMPATIBILITY WITH SURROUNDING PROPERTIES
The property is surrounded by residential apartments, a church, and a storage facility. The continued use of the structure as residential rentals is compatible with all nearby land uses and matches the character of the area.

LACK OF ADVERSE IMPACT
The rezoning will not adversely affect surrounding properties because:
- Residential use produces less noise and traffic than many C-2 commercial uses.
- Adjacent uses are low-impact and compatible with housing.
- Any future improvements will comply with UDC requirements for buffering, setbacks, lighting, and access.

SUPPORT OF CITY PLANNING GOALS
Rezoning the property to CS will correct zoning inconsistencies, support appropriate residential use, and encourage reinvestment under a zoning category that reflects existing neighborhood conditions.

We respectfully request approval of this rezoning application. Thank you for your time and consideration.

Sincerely,
DABS Properties LLC
Shane Maschhoff
Maria Dalva Halasz
Amire Abed
Beatriz Abed