City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, May 5, 2026

5:30 PM

City Hall Room 219

City Council Members

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

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

Meeting Information:

1. Webinar ID: 822 5167 5315

Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_z0NBFAepTgSWnE8cs0ikFg

Public Comment:

1. You may submit a public comment regarding an upcoming City Council agenda item using the below options:

1) You can email your comment to AgendaItemComment@fayetteville-ar.gov
2) You can attend the meeting in person and speak during the public comment period on the item.
3) You can attend the meeting via Zoom and raise your virtual hand during the public comment period on the item.

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

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

Proposed Agenda Additions

A. Consent

A.1. Change Order with Southern Brothers Construction:
A resolution to approve Change Order No. 1 with Southern Brothers Construction in the amount of $37,950.00 for additional concrete work on the Recycling and Trash Collections compost pad. (2026-1257)

A.2. Flowers CC&D, LLC (Cost Share Agreement):
A resolution to repeal Resolution 278-24 and to approve a cost share agreement with Flowers CC&D, LLC in an amount not to exceed $23,289.50 for the installation of a water line, and to approve a project contingency in the amount of $4,658.00. (2026-1369)

A.3. On-Call Materials Testing Services:
A resolution to award RFQ 26-01, Selection #1 and authorize the purchase of on-call materials testing services from McClelland Consulting Engineers, Inc., Olsson Associates, Inc., and GTS, Inc. as needed through April 30, 2027, within the approved budget. (2026-1343)

A.4. On-Call Surveying Services:
A resolution to award RFQ #26-01, Selection #2 and authorize the purchase of on-call surveying services from Crafton Tull, Hawkins-Weir Engineers, Inc., and Garver, Inc. as needed through April 30, 2027, within the approved budget. (2026-1350)

A.5. Plainview Avenue/Rolling Hills Connection – Contract Amendment with Garver:
A resolution to amend the Professional Engineering Services Contract with Garver, LLC for additional design services in the amount of $88,050.00 to continue engineering design on the Plainview and Rolling Hills Extension Project. (2026-1383)

A.6. S. School Ave. SS4A –Amendment #1 with ISG:
A resolution to approve Amendment No. 1 to the Professional Services Agreement with I & S Group, Inc. in the amount of $443,000.00 for additional services on the South School Avenue Safe Streets and Roads for All Project. (2026-1384)

A.7. Contract for 7hills Day Center and Walker Family Residential Community:
A resolution to waive competitive bidding and authorize a contract with Seven Hills Homeless Center for operations and capital improvements in the total amount of $275,370.00. (2026-1366)

A.8. Installation of Security Bollards at the Upper Ramble:
A resolution to award Bid 26-32 and authorize a contract with Hutton Corporation in the amount of $166,647.00 for the installation of security bollards in the Upper Ramble, to approve a project contingency in the amount of $20,000.00, and to approve a budget amendment. (2026-1390)

B. Public Hearing

B.1. Ordinance to Adopt 2026 Water & Sewer Rate & Impact Fee Study:
An ordinance to amend § 51.136 Monthly Water Rates, §51.137 Monthly Sewer Rates, and §159.02 Water and Wastewater Impact Fees to change water and sewer rates as recommended by the cost of service study conducted by Carollo Engineers. (2026-1386)

C. Unfinished Business

C.1. 516 North Fallin Avenue Sewer Damage Claim:
A resolution pursuant to §39.10(C)(4) of the Fayetteville City Code to authorize a payment of $100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue. (2026-222)

At the February 17, 2026 City Council meeting, this resolution was tabled to the March 5, 2026 City Council meeting.

At the March 5, 2026 City Council meeting, this resolution was tabled to the April 21, 2026 City Council meeting.

At the April 21, 2026 City Council meeting, this resolution was tabled to the May 5, 2026 City Council meeting.

D. New Business

D.1. 2825 North Hughmount Road (Sewer Connection):
A resolution to allow the extension of the city's sewerage system beyond the city limits to 2825 North Hughmount Road, under the same conditions as a citizen of Fayetteville could receive such sewer services for new construction. (2026-1392)

D.2. Purchase 2400 W. Valley Drive:
A resolution to approve the purchase of property located at 2400 West Valley Drive in the amount of $225,000.00, to approve a contingency in the amount of $7,500.00, and to authorize the Mayor to sign all closing documents. (2026-1311)

D.3. VAC-2026-0002 West Meadow Street:
An ordinance to approve VAC-26-02 for property located at 600 West Meadow Street in Ward 2 to vacate 0.06 acres of general utility easement. (2026-1342)

D.4. VAC-2026-0001 West Kaywood Lane:
An ordinance to approve VAC-26-01 for property located at 1834 West Kaywood Lane in Ward 1 to vacate 0.05 acres of right-of-way. (2026-1341)

D.5. RZN-2026-0009 West Palmer Place:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-09 for approximately 0.38 acres located at 1660 West Palmer Place in Ward 1 from RSF-4, Residential, Single-Family, Four Units Per Acre to RSF-8, Residential Single Family, 8 Units Per Acre. (2026-1356)

D.6. RZN-2026-0008 North Garland Avenue (Appeal of Planning Commission Denial):
An ordinance to rezone the property described in Rezoning Petition RZN 2026-08 for approximately 2.10 acres located at 1705 North Garland Avenue in Ward 2 from RSF-4, Residential, Single-Family, Four Units Per Acre to RI-U, Residential Intermediate-Urban. (2026-1335)

D.7. Resolution to Express Gratitude for Academic Project:
A resolution to express gratitude for academic project to explore and provide considerations for crisis response systems. (2026-1520)

E. City Council Tour

E.1. Agenda Item D.5: RZN-2026-0009 West Palmer Place:

Date & Time: May 4th, 2026 at 3:00 PM.
Address: 1660 W. Palmer Pl.
Parking: Park on-street along Hartman Ave. to the west.

E.2. Agenda Item D.6: RZN-2026-0008 North Garland Avenue (Appeal of Planning Commission Denial):

Date & Time: May 4th, 2026 at 4:00 PM.
Address: 1705 N. Garland Ave.
Parking: Park on-site west of the intersection of Sycamore/Garland.

F. Announcements

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

Unfinished Business and New Business:

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

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

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

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

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

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

request an interpreter, please call 479-575-8330.

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1257

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

SUBJECT: **Approval of a reconciliation change order with Southern Brothers Construction**

RECOMMENDATION:
Staff recommends the approval of a reconciliation change order with Southern Brothers Construction in the amount of $37,950 for additional concrete work on the Recycling and Trash Collections compost pad

BACKGROUND:
On January 6, 2026, the Fayetteville City Council approved a contract (Resolution 19-26) with Southern Brothers Construction in the amount of $233,068.18, for concrete repairs to the Recycling and Trash Collections compost pad and recycling processing facility baler pit.

DISCUSSION:
During demolition of the compost pad, it was discovered that the existing concrete was thicker than anticipated – the plans showed 6” of existing concrete but the actual field conditions were 8” - 10” of concrete. Discovery of this additional concrete depth and other unknown field conditions resulted in unanticipated work for the contractor:

- Provide & place additional 2" of concrete paving
- Additional concrete paving area
- Added cost to cut out existing concrete footing discovered under the middle of the pad
- Added cost for concrete repairs along the edge of the paving due to flaking and minor blemishes

The attached reconciliation change order accounts for the cost of these additional quantities and changes the total contract price to $271,018.18.

BUDGET/STAFF IMPACT:
The cost of the change order will be paid for using the remaining contingency in this project and previously budgeted project funds.

ATTACHMENTS: 3. Staff Review Form, 4. Transfer Station PCCO#1_For Signature

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

File #: 2026-1257

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 WITH SOUTHERN BROTHERS CONSTRUCTION IN THE AMOUNT OF $37,950.00 FOR ADDITIONAL CONCRETE WORK ON THE RECYCLING AND TRASH COLLECTIONS COMPOST PAD

WHEREAS, on January 6, 2026, City Council approved Resolution 19-26 authorizing a contract with Southern Brothers Construction for concrete repairs to the Recycling and Trash Collections compost pad and recycling processing facility baler pit; and

WHEREAS, during demolition of the compost pad, it was discovered that the existing concrete was thicker than anticipated, and other field conditions resulted in unanticipated work for the contractor; and

WHEREAS, Change Order No. 1 will provide for additional concrete paving and concrete repairs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Change Order No. 1 to the contract with Southern Brothers Construction in the amount of $37,950.00 for additional concrete work on the Recycling and Trash Collections compost pad.

City of Fayetteville Staff Review Form

2026-1257

Item ID

5/5/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Peter Nierengarten	4/2/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a reconciliation change order with Southern Brothers Construction in the amount of $37.950 for additional concrete work on the Recycling and Trash Collections compost pad repairs

Budget Impact:

5500.750.5080-5816.00	Recycling and Trash Collections
Account Number	Fund
20006.1	RTC - Compost Site Improvements
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	675,873.00
		Expenses (Actual+Encum)	$	230,451.87
		Available Budget	**$**	**445,421.13**
Does item have a direct cost?	Yes	Item Cost	$	37,950.00
Is a Budget Amendment attached?	No	Budget Amendment		
		Remaining Budget	**$**	**407,471.13**

Purchase Order Number:	2026-00000266	**Previous Ordinance or Resolution #**	19-26
Change Order Number:	1	**Approval Date:**	1/6/2026
Original Contract Number:			

Comments:

PCCO #001

Southern Brothers Construction, LLC
2156 E Emma Ave, Suite C
Springdale, Arkansas 72764
Phone: (479) 313-7120

Project: 26.002.000 - Fayetteville Transfer Station

Prime Contract Change Order #001: CE #002 - Additional 2" of Concrete Paving

TO:	**City of Fayetteville** 113 West Mountain Street Fayetteville, Arkansas 72701	**FROM:**	**Southern Brothers Construction, LLC** 2156 E Emma St, Suite C Springdale, Arkansas 72764
DATE CREATED:	4/02/2026	**CREATED BY:**	Mike Manthei **(Southern Brothers Construction, LLC)**
CONTRACT STATUS:	Pending - Revised	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:Fayetteville Transfer Station Improvements	**TOTAL AMOUNT:**	$37,950.00

DESCRIPTION:
CE #002 - Additional 2" of Concrete Paving
Cost associated with additional concrete scope due to unforeseen items, further scope requested by the city, etc.

- Provide & place additional 2" of concrete paving at the Compost Facility due to existing conditions. Documents show 6" concrete. Actual field condition is 8-10".
- Additional concrete paving at section panels that city added at time of site walk.
- Cost to cut out existing concrete discovered in middle of the pad.
- Cost for concrete repairs along the edge of the paving due to flaking and minor blemishes

ATTACHMENTS:
Transfer Station Subgrade Demo.pdf, Transfer Station Additonal R&R.pdf, Transfer Station - Additional 2" Concrete Rev.pdf, Transfer Station Demoliton Rev.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #002 - Additional 2" of Concrete Paving		$37,950.00
		Total:	$37,950.00

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #002 - Additional 2" of Concrete Paving

#	Budget Code	Description	Amount
1	32-321313.S Site Paving Concrete	ADD 2" Concrete Paving	$7,700.00
2	02-024119.S Sawcut & Remove Existing Compost Pad	Additional Demo	$1,300.00
3	02-024119.S Sawcut & Remove Existing Compost Pad	Additional Concrete Section	$3,500.00
4	02-024119.S Sawcut & Remove Existing Compost Pad	Additional Concrete Discovered	$22,000.00
5	01-007233.O Contractor/GC Fee.Other	OH&P	$3,450.00
		Grand Total:	**$37,950.00**

PCCO #001

The original (Contract Sum)	$233,068.18
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$233,068.18
The contract sum would be changed by this Change Order in the amount of	$37,950.00
The new contract sum including this Change Order will be	$271,018.18

The contract time will not be changed by this Change Order.

Matt Loos (Olsson)
3537 North Steele Blvd. Suite 310
Fayetteville, Arkansas 72703

Matt Loos 04/02/2026
SIGNATURE **DATE**

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

SIGNATURE **DATE**

Southern Brothers Construction, LLC
2156 E Emma St, Suite C
Springdale, Arkansas 72764

Mike Manthei 4/2/2026
SIGNATURE **DATE**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1369

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Flowers CC&D, LLC - Water Line Cost Share near the corner of East Rock Street and South Willow Avenue**

RECOMMENDATION:
Staff recommends repealing Resolution 278-24 and approving a cost share agreement with Flowers CC&D, LLC in an amount not to exceed $23,289.50, for a water line cost share near the corner of East Rock Street and South Willow Avenue, and approval of a project contingency in the amount of $4,658.00.

BACKGROUND:
Tommie Flowers Davis with Flowers CC&D, LLC owns property near East Rock Street and South Willow Avenue. Resolution 278-24 approved a cost share on November 1, 2024 for constructing a waterline that will serve these properties and other additional neighboring properties.

DISCUSSION:
This cost share has not been utilized yet, but the applicant wished to proceed. Due to the length of time that has passed, new bids were requested. Sweetser Construction submitted the lowest construction bid in the amount of $40,254.00. Additionally, there are engineering costs in the amount of $6,325.00.

Staff recommends approval of a cost share agreement in an amount not to exceed $23,289.50 with Flowers CC&D, LLC for 50% of the cost of engineering and construction costs, and approval of a project contingency in the amount of $4,658.00.

BUDGET/STAFF IMPACT:
Funds are available in the Water & Sewer Cost Sharing account within the Water & Sewer fund. The current open purchase order for the 2024 cost share will be closed, and a new purchase order will be issued.

ATTACHMENTS: 3. Staff Review Form, 4. Cost Share Request Letter, 5. Cost Share Agreement

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

File #: 2026-1369

A RESOLUTION TO REPEAL RESOLUTION 278-24 AND TO APPROVE A COST SHARE AGREEMENT WITH FLOWERS CC&D, LLC IN AN AMOUNT NOT TO EXCEED $23,289.50 FOR THE INSTALLATION OF A WATER LINE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $4,658.00

WHEREAS, on November 1, 2024, City Council approved Resolution 278-24 approving a cost share agreement for constructing a waterline that will serve properties near East Rock Street and South Willow Avenue; and

WHEREAS, this cost share has not been utilized, but the applicant wishes to proceed; and

WHEREAS, new bids were requested due to the length of time that has passed and Sweetser Construction submitted the lowest construction 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 repeals Resolution 278-24 in its entirety.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a cost share agreement with Flowers CC&D, LLC in an amount not to exceed $23,289.50 for the installation of a water line, and further approves a project contingency in the amount of $4,658.00.

City of Fayetteville Staff Review Form

2026-1369

Item ID

5/5/2026

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

Tim Nyander	4/15/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends repealing Resolution 278-24 and approving a cost share agreement with Flowers CC&D, LLC in an amount not to exceed $23,289.50, for a waterline cost share near the corner of East Rock Street and South Willow Avenue, and approval of a project contingency in the amount of $4,658.00.

Budget Impact:

5400.720.5600-5808.00	Water and Sewer
Account Number	Fund
04039.1	Water & Sewer Cost Sharing
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,275,739.00
		Expenses (Actual+Encum)	$	1,210,643.30
		Available Budget	$	1,065,095.70
Does item have a direct cost?	Yes	Item Cost	$	27,947.50
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	1,037,148.20

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

March 4, 2026

To: Corey Granderson
CC: Water and Sewer Committee; City Council

Hi Corey,

I am writing to formally request a modification to the existing Flowers Rock Street Project cost-share agreement for the water line, APPROVED November 2024. The proposed line facilitates immediate infill development, expands service opportunities for this and multiple adjacent parcels left without service after the City abandoned a previously active water line, and supports the City's 2040 goals.

This line addition will provide water to six new 1-bedroom units on +/- 0.16 acres of irregularly-shaped buildable area within a +/- 0.46 acre property re-zoned Urban Neighborhood in 2025. That makes 1 unit per 0.078 gross acres, including green space, parking, and walkways – or more than 12 units per acre. Yet these six units only occupy 2,252 SF (+/- 0.05 acres), leaving almost the entire remaining 0.41 acres as natural open space. These attainable housing units are naturally more affordable.

This update is being requested due to a number of reasons, including an attempt to coordinate utilities with other developers who have a project on the east side of the alley from my project, Wes Bates and Konrad Siemek. An attempt to coordinate utilities for both projects resulted in complicating matters, resulting in the need to redirect my time and resources back to the original scope of my waterline cost-share request. My attempt to collaborate with these developers was based on a need to create and foster positive relationships with adjoining property owners through collaboration. Unfortunately, the challenges related to coordinating utilities resulted in further complications and a decision to circle back to my original plan. The passage of time has resulted in increasing costs. Three bids were secured from the previous three companies that initially bid on my project (attached). The initial scope of my project is connecting to the line on S. Willow Ave, running east and west down an alley; the alley will intersect with an alley that runs north and south, at which time it will take a 90 degree (two 45 degree bends) turn north in the alley toward Rock Street. My townhomes at 249 and 261(5units) will tie into the waterline. This design is less complicated than the design created by Wes, which results in a 20 foot easement that crosses their property.

The revised proposals have resulted in Sweetser Construction submitting the lowest bid of $38,254. Additional costs related to the waterline include Odyssey/Flintlock engineering charges $6,325.(pd, invoices attached). Staking the waterline will be completed by Bates and Associates: proposed cost $2,000.

The proposed development adds an efficient density of units within the downtown Tier 1 Center in Fayetteville's 2040 plan growth concept map. It's directly adjacent to two public parks and walkable to downtown and public transit. It supports and directly enables the City's following 2040 Plan goals:

• 1. We will make appropriate infill and revitalization our highest priority

• 2. We will discourage suburban sprawl

o 3.2.2. Direct capital improvements into infrastructure that encourages and supports infill and revitalization.

• 3. We will make compact, complete, and connected development the standard

• 6. We will create opportunities for attainable housing

o 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

The original cost share reflected:

• City of Fayetteville – 50%
• Tommie Flowers Davis (Parcels: 765-06329-000 & 765-06328-000) This cost share effort is directly enabling the extension of utilities to currently underserved properties and making it financially feasible to add density through infill development. It supports improved service coverage and long-term community growth.

In conversing with the Mayor's office, I have been assured that my financial responsibility will not exceed the original amount determined in the initial cost-share agreement.

I respectfully request that the City proceed with modifying the original approved water line cost-share agreement (2024 Flowers Rock Street Project) to reflect the updated project cost, as outlined above.

Thank you for your continued attention to this project and your assistance in advancing this infrastructure improvement.

Best regards,

Tommie Flowers Davis

Tommie Flowers Davis

WATER MAIN INSTALLATION
COST SHARE AGREEMENT

This Agreement, made and entered into on this _____ day of May, 2026, by and between the City of Fayetteville, Arkansas ("City") and Flowers CC&D, LLC ("Flowers"), witnesseth:

WHEREAS, Tommie Flowers Davis with Flowers CC&D, LLC has requested that the City share in the cost of constructing a 2-inch water main near the corner of East Rock Street and South Willow Avenue, a distance of approximately 282 linear feet, so that Flowers may develop a property located on East Rock Street; and

WHEREAS, constructing this segment of 2-inch water main will provide for ample future capacity which the City recognizes will be necessary for the area that is served by this water main.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Flowers CC&D, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

    A. Reimburse Flowers CC&D, LLC for 50.0% of the cost to install approximately 284 linear feet of 2-inch water main in the area identified in Exhibit "A" up to a maximum-not-to-exceed amount of **$23,289.50**, as was estimated by the builder's representatives and shown on Exhibit "B", attached.

    B. Payments due to Flowers CC&D, LLC shall be remitted within sixty (60) days after receipt of valid invoices.

2. Flowers CC&D, LLC agrees to:

    A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water main installation, including submittal of plans and specifications to the City's Engineering Department, per their standard procedures.

    B. Provide a copy of the invoices from the Contractor upon City approval of the water main upgrade.

C. Pay for the water main installation (with reimbursement of 50.0% of the cost by the City of Fayetteville in a not-to-exceed amount of **$23,289.50**).

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

FLOWERS CC&D, LLC

By: _____
TOMMIE FLOWERS DAVIS, Owner

ATTEST:

By: _____

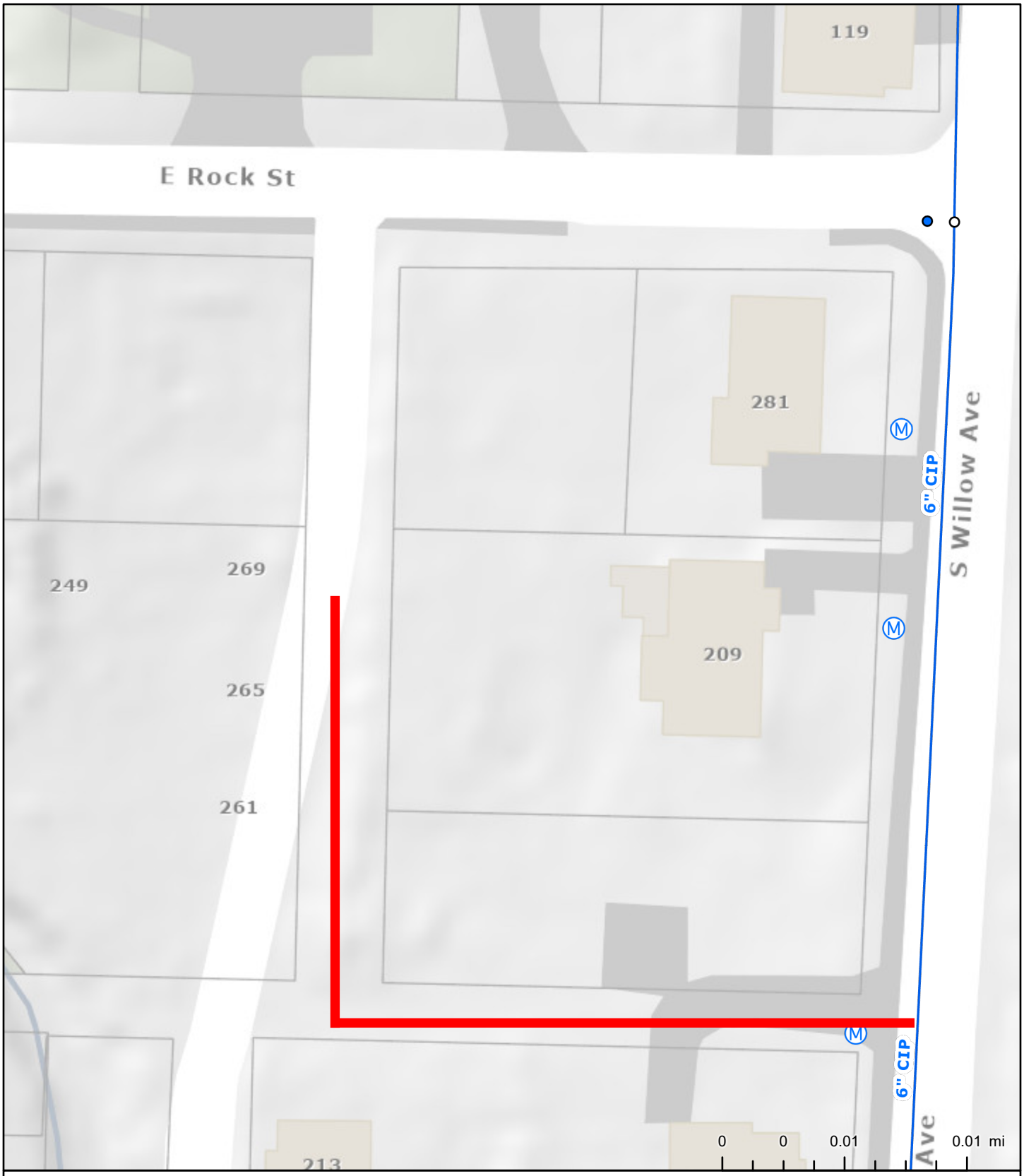
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk

Exhibit A



Proposed 2-inch Waterline Extention
(Approximately 284 linear feet)

EXHIBIT B

SWEETSER CONSTRUCTION, INC.
GENERAL CONTRACTORS • LICENSED • INSURED

590 WEST POPLAR • FAYETTEVILLE, AR 72703
TELEPHONE (479) 443-3026 • FAX (479) 442-0119

March 3, 2026

Re Quote for Flowers Waterline Ext.

Tommie, please see the pricing below.

Mobilization, bond and insurance, clear and grub, 282' of 2" PVC, 6"x 2" TS&V, 2-45* bends, 2" Tee with blocking, 2"Plug with blocking, double meter assemblies, 2" blow off assembly and roadway T-Patch.

Total Price: $38,254.00

If rock is encountered there will be a charge of $300.00 per CY.

If it is not listed above, it is not included in this pricing.

Price does not include anything for testing, staking or permits that may be required.

Thank you for allowing us to quote this project for you.

Charles W. Miller

Charles W. Miller

Sweetser Construction, Inc.

_____

Acceptance Signature Date

Tommie Davis

Granderson, Corey

From: Tommie Flowers Davis <tflowersd@gmail.com>
Sent: Friday, March 6, 2026 11:21 AM
To: Granderson, Corey
Cc: Alli Thurmond Quinlan
Subject: Re: Flowers Rock St waterline

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,
Charlie contacted me back and said to add $2000 to the staking, although it may be a little high. Another company does their staking for Sweetser. Everything else should be ok.
Thank you

A-CO-
CONSTRUCTION
SITEWORK • UTILITIES • CONCRETE • ASPHALT

124 Grant Place, Suite E
Lowell, AR 72745
Office: 479-717-7474

Flowers Waterline Extension
Per Revised Plans Dated: 07/29/2024
Preliminary Cost Estimate

Sitework

Item #	Description	QTY	Unit	Unit Price	Total
1	**Demo**				
a.	Clearing and grubbing	1	LS	$3,200.00	$3,200.00
b.	Demo Haul-off	1	LS	$2,500.00	$2,500.00
				Demo Total	**$5,700.00**

Utilities

Item #	Description	QTY	Unit	Unit Price	Total
1	**Water**				
a.	2" Waterline (PVC ASTM D-2241 SDR 13.5)	300	LF	$20.00	$6,000.00
b.	Tapping Sleeve and Valve 6x2	1	EA	$4,000.00	$4,000.00
c.	Waterline Fittings	1	LS	$1,000.00	$1,000.00
d.	2" Blow Off Assembly	1	EA	$3,500.00	$3,500.00
e.	2" 90° Bend and Thrust Block	2	EA	$900.00	$1,800.00
f.	Backfill Gravel	50	TNS	$24.00	$1,200.00
g.	Testing	300	LF	$1.50	$450.00
				Water Total	**$17,950.00**

Miscellaneous- included in total

	Description	QTY	Unit	Unit Price	Total
1	**Misc.**				
a.	General Conditions	1	LS	$7,500.00	$7,500.00
b.	Equipment Mobilization	1	LS	$7,500.00	$7,500.00
c.	Data Prep, Staking & Layout	1	LS	$3,500.00	$3,500.00
d.	Material testing	1	LS	$2,500.00	$2,500.00
				Misc. Total	**$21,000.00**

	Total
Total	**$44,650.00**

Exclusions
Electrical
Landscaping/ Tree Planting
Bonding
Signage
Plumbing

A-CO CONSTRUCTION

*CIVIL CONSTRUCTION EXCLUSIONS, CLARIFICATIONS & INFORMATIVE NOTICE***

The following Exclusions, Clarifications, and Informative Notices are provided as an integral part of A-CO Construction's proposal. These statements are intended to outline the limits of our scope, define responsibility for undisclosed conditions, and ensure project expectations are clearly understood prior to mobilization. Unless otherwise noted in writing, all items listed below shall apply in full.

General Scope Limitations

All work performed by A-CO Construction is limited solely to the items, quantities, and details explicitly listed in the proposal. Any item not specifically listed or quantified shall be considered excluded—even if commonly associated with this type of work. No verbal agreements or assumptions shall modify scope unless documented and approved through written change procedures.

Undisclosed / Unforeseen Conditions

A-CO Construction is not responsible for concealed or unknown conditions including, but not limited to: unmarked utilities, buried obstructions, unsuitable soil, unknown infrastructure, environmental hazards, or items not shown on plans. Work will pause in affected areas until evaluation is completed. Additional work caused by these conditions shall be treated as Extra Work and addressed through a formal Change Order.

Change Orders & Plan Revisions

Any deviation from the original issued drawings, specifications, or bid documents requires a written Change Order. A-CO Construction will halt production until revised drawings or instructions are formally received and reviewed. No extra or revised work will be performed without written authorization. Time or cost impacts caused by late revisions are not the responsibility of A-CO Construction.

Client/Owner Responsibilities

The Client/Owner must provide complete, accurate, and coordinated plan sets. Missing dimensions, incomplete details, conflicting elevations, or unspecified information must be clarified prior to execution. Delays or cost impacts due to missing or revised information will be handled through Change Orders.

Site Access & Coordination

A-CO Construction is not liable for delays resulting from restricted access, unprepared work areas, or coordination failures by others. Site must be accessible and clear of unrelated trades unless otherwise agreed. Any relocation, cleanup, or additional preparation outside A-CO's scope will be treated as Extra Work.

Materials & Equipment

Only materials explicitly listed in the proposal are included. Upgrades or specification changes require a Change Order. Temporary utilities (water, power, lighting) shall be provided by others unless stated otherwise. Material delays or price escalations outside contractor control may result in schedule or cost adjustments.

Schedule & Production Delays

Proposed schedule assumes uninterrupted workflow and access. Delays caused by other trades, design issues, owner decisions, permitting, or late plan revisions may lead to extensions or added costs. If delays prevent continuous work, A-CO Construction may demobilize and remobilization costs may apply.

Inspections & Testing

Inspections, testing, compaction reports, engineering verification, and third-party services are excluded unless explicitly included. A-CO Construction is not responsible for delays due to failed tests, engineering hold-ups, or design changes resulting from testing.

Warranty Limitations

Warranty applies only to workmanship within A-CO's contracted scope. Warranty does not cover failures resulting from design defects, improper maintenance, damage by other trades, subsurface conditions, or modifications made after turnover without authorization.

Final Clarification

This informational section protects both parties by clarifying scope limits and eliminating assumptions. Any work not expressly included, or any condition not disclosed prior to bidding, shall be handled as additional work through a formal Change Order. Acceptance of the proposal includes acceptance of these terms.

SY-CON EXCAVATION AND UTILITIES, LLC
261 N HWY 62
ROGERS, AR 72756
PH. (479) 278-4043

FLOWERS WATERLINE EXTENSION BID DATE:2/26/26 PLANS DATED :7/29/24

NO.	WATER DESCRIPTION	QUANTITIY	UNIT
1	CONNECTION TO EXISTING MAIN LINE	1	EA
2	2' WATER LINE INSTALLATION	300	LF
3	BLOWOFF ASSEMBLEY INSTALLATION	1	EA
4	DOUBLE 5/8" SERVICE SETTING INSTALLATION	3	EA
5	PRESSURE TESTING /INSPECTIONS AS NEEDED	1	LS
6	MOBILIZATION	1	EA
7	TRAFFIC CONTROL MEASURES	1	LS
8	STREET PATCHING PER FAYETTEVILLE SPEC	1	LS
	All bonding, tap impact fees, and Site Layout NOT included in pricing	SUBTOTAL	$ 63,290.00
ALT	Trench Rock Removal	CY	$450.00

NO.	SEWER DESCRIPTION	QUANTITIY	UNIT
	All bonding, tap impact fees, and Site Layout NOT included in pricing	SUBTOTAL	$0.00
ALT	Trench Rock Removal	CY	$450.00

This bid is all inclusive any deductions or alterations will affect pricing. Excludes all bonding and tap fees. Site Layout not included in pricing	WATER AND SEWER SUBTOTAL BID	$ 63,290.00

FLOWER ST WATER LINE UNIT PRICING

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
2" CLASS 315 WATER LINE	LF	300	$ 125.00	$ 37,500.00
CONNECTION TO EXISTING MAIN	LS	1	$ 3,500.00	$ 3,500.00
FITTINGS & THRUST BLOCKING	LS	1	$ 5,500.00	$ 5,500.00
BLOW OFF HYDRANT	EA	1	$ 6,500.00	$ 6,500.00
5/8" SERVICE SETTINGS	EA	3	$ 2,500.00	$ 7,500.00
MOBILIZATION	LS	1	$ 2,790.00	$ 2,790.00
			TOTAL	**$ 63,290.00**

Scope Boundaries – Standard Exclusions

The following exclusions are standard for Sy-Con Excavation & Utilities and are included to clearly define responsibilities, avoid scope overlap, and ensure fair allocation of cost and risk. These exclusions are not intended to delay work, but to maintain clarity and prevent misunderstandings.

- **Utility layout, surveying & as-builts** – Typically provided by the GC or a licensed surveyor under a separate contract. Taking on this responsibility would add time, liability, and costs not included in our bid.
- **City impact fees, including meter fees and large tap impact fees** – Paid directly to the municipality by the Owner or GC; not a construction cost.
- **Density testing for compaction** – Performed by an independent testing agency for impartial results; outside our scope and pricing.
- **Hauling of materials not generated by Sy-Con's work** – Prevents scope creep by limiting hauling to materials from our contracted work.
- **Hydrant extensions due to grade discrepancies** – Considered a change in site conditions and addressed via change order.
- **Loss of progress due to design or plan errors** – Protects against unrecoverable labor/equipment costs caused by factors beyond our control.
- **Concrete washout** – Requires specialized containment and disposal procedures not included in our bid.
- **Relocation or removal of existing utilities (unless noted in proposal)** – Often unpredictable and requires separate scope, coordination, and pricing.
- **Plumbing connections beyond meter settings** – Falls under licensed plumbing scope; meters excluded unless stated otherwise.
- **Concrete, sidewalk, or asphalt replacement from utility installation (unless noted in proposal)** – Avoids absorbing significant paving costs outside the utility scope.
- **Tree or shrub removal/replacement** – Landscaping work is a separate trade and not included in utility installation.
- **Bonding costs** – Performance and payment bonds excluded unless specifically included in pricing.
- **Permit fees** – Typically handled and paid for by GC to align with prime contract requirements.
- **Private plumbing scope** – Outside of public utility installation work and not included in our bid.
- **City Fire Hydrant flow testing costs** - SY CON does not have this cost in any bids

Flowers Updated Cost Share Request
Engineering and Design Invoices (4)

ODYSSEY ENGINEERING

From
Odyssey Engineering LLC
124 Grant Place, Suite E
Lowell, AR 72745

WE HAVE MOVED

Invoice ID	**INV-0272**
Issue Date	12/20/2024
Due Date	01/19/2025 (Net 30)
Subject	[ODY0052] Flowers Waterline Extension

Invoice For
Tommie Flowers-Davis

Item Type	Description	Amount
Construction Plan Set & Documentation	Prepare Design Drawings per AHJ & State Requirements. Plan set to include at a minimum: Water Main Plan, Profile, and Details. Record Drawings and As-Builts not included in scope. This line item will be billed as an hourly not-to-exceed of $1,500. $950 Billed previously on 10/31/24	**$550.00**
Additional Services	Additional Civil Engineering Services including revisions to plans per City comments and coordination of waterline through City approval. This line item will be billed as an Hourly Not-To-Exceed $2,000	**$500.00**

Amount Due **$1,050.00**

Notes

Thank you for choosing Odyssey Engineering. If you have any questions, please don't hesitate to reach out to **ctilley@odysseynwa.com** or call us at 479-480-3330.

If paying by credit card a 3% processing fee will be added to your invoice(s).

ODYSSEY ENGINEERING

From
Odyssey Engineering LLC
124 Grant Place, Suite E
Lowell, AR 72745

Invoice ID	**INV-0319**
Issue Date	04/30/2025
Due Date	05/30/2025 (Net 30)
Subject	[ODY0052] Flowers Waterline Extension

Invoice For
Tommie Flowers-Davis

Item Type	Description	Amount
Additional Services	Additional Civil Engineering Services including revisions to plans per City comments and coordination of waterline through City approval. This line item will be billed as an Hourly Not-To-Exceed $2,000. $500 Billed previously on 12/20/24	**$1,500.00**

Amount Due **$1,500.00**

Notes

Thank you for choosing Odyssey Engineering. If you have any questions, please don't hesitate to reach out to **ctilley@odysseynwa.com** or call us at 479-480-3330.

If paying by credit card a 3% processing fee will be added to your invoice(s).

ODYSSEY ENGINEERING

From

Odyssey Engineering LLC
117 Parkwood St., Suite 101
Lowell, AR 72745

Invoice ID	**INV-0114**
Issue Date	10/31/2023
Due Date	11/30/2023 (Net 30)
Subject	[ODY0052] Flowers Waterline Extension

Invoice For

Tommie Flowers

Item Type	Description	Amount
Construction Plan Set & Documentation	Prepare Design Drawings per AHJ & State Requirements. Plan set to include at a minimum: Water Main Plan, Profile, and Details.	**$950.00**

Amount Due **$950.00**

Notes

Thank you for choosing Odyssey Engineering. If you have any questions, please don't hesitate to reach out to ctilley@odysseynwa.com or call us at 479-480-3330.

If paying by credit card a 3% processing fee will be added to your invoice(s).

Paid in full on 2/7/24

flintlock
ARCHITECTURE & LANDSCAPE

Flintlock Ltd
479.305.4807
512 N Mission Blvd
Fayetteville, AR 72701

Billed To
Tommie Flowers Davis

Date of Issue
10/31/2024

Due Date
11/30/2024

Invoice Number
356989

Amount Due (USD)
$2,825.00

Description	Rate	Qty	Line Total
Rock St Water Line Location Design + Coordination with City of Fayetteville + Site Plans	$250.00	7.5	$1,875.00
Odyssey Engineering Pass Through Cost Water Line Design for Rock St Extension	$950.00	1	$950.00

Subtotal	2,825.00
Tax	0.00
Total	2,825.00
Amount Paid	0.00
Amount Due (USD)	$2,825.00

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1343

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Chris Brown, Public Works Director

FROM: Justin Bland, City Engineer

SUBJECT: **On-Call materials services as needed**

RECOMMENDATION:
Approval of a resolution to award RFQ 26-01, Selection #1 to McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2027.

BACKGROUND:
As part of each of the City's street, drainage, water and sewer projects, a materials testing lab is contracted to perform materials testing for the design and construction. The testing includes asphalt, gravel base, concrete and various other materials used during the construction of these projects. The testing is done to ensure that the materials and the installation meet the City requirements and the project's specifications.

DISCUSSION:
An engineering selection committee selected McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. to be used for on-call materials testing services for street, drainage and utilities projects through April 30, 2027.

BUDGET/STAFF IMPACT:
Funds for the material testing have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Olsson Hourly Fee Sheet, 5. GTS Hourly Fee Sheet, 6. MCE Hourly Fee Sheet

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

File #: 2026-1343

A RESOLUTION TO AWARD RFQ 26-01, SELECTION #1 AND AUTHORIZE THE PURCHASE OF ON-CALL MATERIALS TESTING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., OLSSON ASSOCIATES, INC., AND GTS, INC. AS NEEDED THROUGH APRIL 30, 2027, WITHIN THE APPROVED BUDGET

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 26-01, Selection #1 and authorizes the purchase of on-call materials services from McClelland Consulting Engineers, Inc., Olsson Associates, Inc., and GTS, Inc. for the rates attached to this Resolution and based on availability as needed through April 30, 2027, within the approved budget.

City of Fayetteville Staff Review Form

2026-1343

Item ID

5/5/2026

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

Sara Combs	4/10/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFQ 26-01, Selection #1 to McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2027.

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:

2026 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$75.00
Senior Technician	Hour	$90.00
Steel Technician	Hour	$110.00
Field Manager	Hour	$115.00
Project Manager / Project Engineer	Hour	$175.00
Technical Leader/Engineer	Hour	$250.00
Senior Project Manager / Senior Engineer	Hour	$230.00
Administrative Coordinator	Hour	$75.00
Mileage	Mile	$0.85

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$500.00
Atterberg Limit (Plasticity Index)	Each	$125.00
Bulk Density (Unit Weight) and Voids	Each	$115.00
Deleterious - Clay Lumps and Friable Particles	Each	$200.00
Deleterious - Flat & Elongated Particles	Each	$375.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$150.00
Material Finer than No. 200 Sieve	Each	$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$260.00
Moisture Content	Each	$25.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$140.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$220.00
Percent Fractured Particles in Coarse Aggregate	Each	$280.00
Proctor - Modified	Each	$270.00
Proctor - Standard	Each	$230.00
Sand Equivalent of Fine Aggregate	Each	$245.00
Soundness Aggregates (Sodium or Magnesium)	Each	$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$200.00

Uncompacted Void Content of Fine Aggregate	Each	$80.00

Asphalt Testing

Asphalt Binder Content by Ignition	Each	$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$75.00
Marshall Density (3pt)	Each	$250.00
Marshall Stability and Flow (3pt)	Each	$350.00
Percent Air Voids in Compacted Paving Mix	Each	$50.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$330.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$160.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$230.00
Compressive Strength - Concrete Cores	Each	$100.00
Compressive Strength - Cube (Grout & Mortar)	Each	$50.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$70.00
Potential Alkali Silica Reactivity (ASR)	Each	$830.00

Equipment

Core Machine/Sampling	Day	$300.00
Dynamic Cone Penetrometer (DCP)	Day	$250.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$100.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Day	$25.00
Vapor Emission Test Kit	Each	$75.00
Sand Cone Equipment	Day	$25.00
Ten Foot Rolling Straight Edge	Day	$350.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$125.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1,600.00
Dispersion - Crumb	Each	$95.00
Dispersion - Pinhole	Each	$190.00

Material Finer than No. 200 Sieve	Each	$85.00
Moisture Content	Each	$25.00
Moisture Content - Microwave	Each	$50.00
One-Dimensional Consolidation Test	Each	$440.00
Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Hydrometer	Each	$250.00
Particle Size (Gradation) - Sieve Analysis	Each	$140.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$270.00
Proctor - Modified w/Additive	Each	$350.00
Proctor - Standard	Each	$230.00
Proctor - Standard w/Chem Additive	Each	$300.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1,730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1,575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$125.00
Unconfined Compressive Strength - Soils	Each	$95.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$50.00
Thickness and Density of SFRM to Structural Members	Each	$100.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2027. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at actual cost + 15% unless otherwise specified.

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
office 479-521-7645
fax 479-521-6232

GTS, Inc.
Geotechnical & Testing Services

Fayetteville, Arkansas Office *Effective*
January 2025

Field Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
Earthwork and Soils	Soil Density Testing	Materials Testing Technician performing in-place soil densities	AASHTO T310, ASTM D6938	$65.00	$15 Gauge Fee Per Trip
	Soil/Aggregate Sample Pick up	On site sampling of soils and aggregates for laboratory testing	AASHTO T2, ASTM D 75	$65.00	NA
	Proofroll and Undercut Observation	Engineering observation of on site soils prior to placement of fill material or after undercut has been completed	NA	$125.00	NA
Concrete	Field Concrete Testing	Slump, air content, temperature, and casting of cylinders for compressive strength testing	AASHTO T23, T119, T141, T152, T309, ASTM C31, C143, C172, C231, C1064	$65.00	NA
	Concrete Cylinder Pick up (per set charge)	Retrieving concrete test specimens made by GTS or by the client	NA	$35.00	NA
	Concrete Rebound Hammer (Schmidt Hammer)	Assess the in-place uniformity of concrete and to estimate in-place strength	ASTM C805	$125.00	$15.00

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
office 479-521-7645
fax 479-521-6232

GTS, Inc.
Geotechnical & Testing Services

Fayetteville, Arkansas Office *Effective*
January 2025

Field Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
Concrete	Concrete Coring and Sampling	Coring and sampling of hardened concrete including backfilling with grout	AASHTO T24 ASTM C42	$65.00	$250.00
	Concrete maturity and temperature testing	Placement and downloading of maturity and temperature information and equipment	ASTM C1074	$125.00	$50.00 per site visit
	Concrete maturity and temperature sensors (per sensor fee)	Field Sensors	ASTM C1074	$125.00	$50.00 Per Test
	Floor Flatness Determination	Evaluating and providing statistical (and graphical) information concerning floor surface profiles	ASTM E1155	$125.00	.02 per square foot
	Concrete Floor Vapor Emission Testing	Obtaining a quantitative value indicating the rate or moisture vapor emission from a concrete floor	ASTM F1869	$125.00	$35 per kit
	Concrete Ph testing	Evaluating the Ph of concrete floors	ASTM F710	$125.00	$10 per kit
	Concrete mortar time of setting testing	Time of setting concrete by means of penetration resistance method	ASTM C403	$125.00	$150.00
Concrete	Concrete Floor Relative Humidity Insitu Testing	Quantitative determination of percent relative humidity in concrete slabs	ASTM F2170	$125.00	$50.00 per site visit and $50.00 per Sensor Test

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
office 479-521-7645
fax 479-521-6232

GTS, Inc.
Geotechnical & Testing Services

Fayetteville, Arkansas Office *Effective January 2025*

Field Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
Masonry, Grout and Mortar	Field Grout Testing	On site sampling, testing and making grout test specimens of freshly mixed grout	AASHTO T23, T119, T309, ASTM C1019, C143, C1064	$65.00	NA
	Field Observation of CMU Block Wall Construction	Visual observation of CMU reinforcing, joint placement, bond beams etc.	NA	$125.00	NA
	Field Mortar Testing	This test assigns an empirical value to the relative amount, fineness, and character of claylike material present in the specimen.	ASTM C1714	$65.00	NA
Asphalt	Asphalt Rolling Pattern	Evaluation of density with passes of compaction equipment of fresh hot mix asphalt	ASTM D2950	$75.00	$15 Gauge Fee
	Asphalt coring and sampling	Coring and sampling of in place asphalt including backfilling with grout	ASTM D979, AASHTO T168	$65.00	$100.00 Per Site Visit
Construction Observation and additional Special Inspections	Observation of straight shaft drilled piers	Observation of soil type, depth, reinforcing bars, bearing capacity, etc.	NA	$125.00	NA

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
office 479-521-7645
fax 479-521-6232

GTS, Inc.
Geotechnical & Testing Services

Fayetteville, Arkansas Office *Effective January 2025*

Field Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
Construction Observation and additional Special Inspections	Observation of Geopier foundations	Observation of soil type, depth, compactive effort, bearing capacity, etc.	NA	$125.00	NA
	Observation of retaining wall installation	Observation of retaining wall construction	NA	$125.00	NA
	Observation of soil bearing capacity for foundation elements	Observation of soil types and bearing capacity	NA	$125.00	NA
	Observation of reinforcing bars for foundation and structural elements	Observation of size, number and placement of reinforcing bars	NA	$125.00	NA
	Observation of driven pile foundations	Observation of driven piles, number of blows, pile size, etc.	NA	$125.00	NA
	Observation of soil nail reinforcement	Observation of soil nails, bar size, bar length, grout type and strength, etc.	NA	$125.00	NA
	Observation of micropile foundations	observation of micropiles, bar size, bar length, grout type and strength, etc.	NA	$125.00	NA
Construction Observation and additional Special Inspections	Observation of Post Tension concrete systems	observation of installation and tensioning of post tension cables	NA	$125.00	NA

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
office 479-521-7645
fax 479-521-6232

GTS, Inc.
Geotechnical & Testing Services

Fayetteville, Arkansas Office *Effective January 2025*

Field Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
Construction Observation and additional Special Inspections	Fireproofing Observation	observation of fireproofing for thickness, density and cohesion	ASTM E605	$125.00	Paint Thickness Gauge per day $100.00 / Adhesions $40.00 per Test / Density $60.00 per Test
Engineering	Principal Professional Engineer	Professional Engineer services in the field or report writing	NA	$175.00	NA
	Staff Professional Engineer	Professional Engineer services in the field or report writing	NA	$150.00	NA
	Intern-Engineer	Intern engineer services in the field or report writing	NA	$125.00	NA
Structural Steel	Certified Welding Inspector (CWI)	Code compliance, visual and ultrasonic weld inspection, bolt inspection, impact wrench calibration, etc.	Varies	$150.00	NA
	Reinforcing Bar Locating	Locating reinforcing bars, conduits, post tension cables, etc. in concrete slabs	Varies	$150.00	$250 per half day
	Skidmore Wilhelm	Tension Calibrator	Varies	$150.00	$40.00
	Torque Multiplier	Used in conjunction with torque wrench for high strength bolt testing	NA	$150.00	$100.00
Structural Steel	Torque Wrench	Used for testing torque of high strength bolts	Varies	$150.00	$20.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
	Ultra Sonic Testing	Phased UT Machine	Varies	$150.00	$300.00
	Mag Particle Testing	Mag Particle Yoke	Varies	$150.00	$100.00
	x-ray services	x-ray of structural welds	Varies	Call for Quote	upon request
	Bolt Pulling Test	Used to check the suitability and allowable loads of an anchor type and check they have been installed correctly	Varies	$150.00	Varies by Project
Forensic Testing	Impact Echo Services	Using sound waves to determine flaws and/or thicknesses in concrete structures	NA	$175.00	$250.00
	Ground Penetrating Radar	Using radar to locate, reinforcing bars or conduits in concrete, underground utilities, underground structures or tanks, etc.	NA	$150.00	$250 per half day
Forensic Testing	Sonic Echo Impulse Response	Non-Destructive method of determining length and integrity of concrete foundations	NA	$175.00	$1,000.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
	FLIR Infrared Camera Imaging	Infrared imaging of building components using a Flir E60 camera	NA	$150.00	$400.00
Administrative and Mileage	Mileage	Based on published current IRS government mileage rates plus 5% (minimum $40 fee)	NA	Based on published current IRS government mileage rates plus 5% (minimum $40 fee)	
	Report Preparation and Review (Per Report)	Administative costs for distribution. (Technician reports and Associated Lab field reports only)	NA	$20.00	NA
	Project Management Fee	10% Will be added to all invoice subtotals for Project Management, Dispatch, and Administation	NA	10%	NA
	Overtime, Weekend, and Holiday Rates	Work requested to be performed on Saturdays or prior to 6:00am and after 6:00pm Monday through Friday will be billed 1.5 times the normal hourly rates listed above. Sunday testing will be Double and Holiday will be Triple the normal hourly rates. Any test scheduled between 6:00pm to 5:00am but not performed by no fault of GTS will be charged a premium charge of $200.00 for the cancellation (in addition to Mileage and Travel Time if onsite).			
	Minimum Time Charge	There is a Minimum charge of 1 hour on site time and .5 hour travel time			

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January 2025

Laboratory Materials Testing Services (please call for unlisted items)

GTS, Inc.
Geotechnical & Testing Services

Category	Name of Test	Description	Relevant ASTM and AASHTO	Equipment Fee (if applicable)
Earthwork and Soils and Aggregates	Moisture - Density Relationship	Standard Proctor	AASHTO T99, ASTM D698	$160.00
	Moisture - Density Relationship	Modified Proctor	AASHTO T180, ASTM D1557	$185.00
	Moisture Content	Moisture Content of soils	ASTM D2216	$10.00
	Atterberg Limits	Slump, air content, temperature, and casting of cylinders for compressive strength testing	AASHTO T-89, AASHTO T-90, ASTM D 4318	$75.00
	Sieve Analysis	Washed and dried sieve used for soil classification determination (< 5 lbs)	ASTM C136 ASTM C117 AASHTO T27 AASHTO T11	$75.00
	Sieve Analysis	Washed and dried oversized sieve (greater than 5 lbs)	ASTM C136 ASTM C117 AASHTO T27 AASHTO T11	$150.00
	Sieve Analysis (Hydrometer)	Fine Particle Size Distribution Using the Sedimentation (Hydrometer) Analysis	AASHTO T 88 ASTM D 422 ASTM D 7928	$130.00
	Specific Gravity and Absorption	Determination of Specific Gravity and Absorption of Fine or Coarse Aggregate	ASTM C127 AASHTO T84 / ASTM C128	$60.00
	California Bearing Ratio (CBR) 3-point method	Evaluating the potential strength of subgrade, subbase, and base course material, for use in road and airfield pavements.	ASTM D 1883, AASHTO T 193	$300.00

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Laboratory Materials Testing Services (please call for unlisted items)

GTS, Inc.
Geotechnical & Testing Services

Category	Name of Test	Description	Relevant ASTM and AASHTO	Equipment Fee (if applicable)
Earthwork and Soils and Aggregates	Unconfined Compressive Strength Testing	Obtain a measure of compressive strength for soils that possess sufficient cohesion to permit testing in the unconfined state	ASTM D 2166, AASHTO T 208	$100.00
	Triaxial testing**	Unconsolidated - Undrained (UU)	AASHTO T 296, ASTM D 2850	$375.00
	Triaxial testing**	Consolidated - Undrained (CU)	AASHTO T 297, ASTM D 4767	$500.00
	Triaxial testing**	Consolidated - Drained (CD)	ASTM WK 3821	$750.00
	Soil Consolidation ** (One-Dimensional, Interval Loading)	Determining the magnitude and rate of consolidation of soil when it is restrained laterally and drained axially while subjected to incrementally applied controlled-stress loading.	ASTM D 2435, AASHTO T 216	$300.00
	Permeability Testing (Flexible Wall)**	Laboratory Measurement of Hydraulic Conductivity	ASTM D5084	$300.00
	**	sample prep or remolding	NA	$75.00

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Laboratory Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Equipment Fee (if applicable)
Earthwork and Soils and Aggregates	Sand Equivalency Test	This test assigns an empirical value to the relative amount, fineness, and character of claylike material present in the specimen.	ASTM D 2419, AASHTO T 176	$450.00
	Soundness of Aggregates	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate	ASTM C 88, AASHTO T 104	$500.00
	LA Abrasion	Coring and sampling of in place asphalt including backfilling with grout	ASTM C 131, AASHTO T 96	$650.00
	Deleterious Material Determination	determination of friable particles, clay lumps, and soft fragments in an aggregate	NA	$50.00
	Swell Test ** (One-Dimensional)	Standard Test Method for One-Dimensional Swell or Settlement Potential of Cohesive Soils	ASTM D 4546, AASHTO T 216	$300.00
	Soil Stabilization	using fly ash, cement and lime to stabilize soils	NA	call for quote
	For any soils and aggregate lab testing not listed please call for quote			
Concrete and Masonry	Laboratory Compressive Strength of Cylinders	Curing, Storing and Testing (Pad Capping) 6" x 12" cylinders	ASTM C 39, ASTM C1231, ASTM C511	$25.00
	Laboratory Compressive Strength of Cylinders	Curing, Storing and Testing (Pad Capping) 4" x 8" cylinders	ASTM C 39, ASTM C1231, ASTM C511	$15.00

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Laboratory Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Equipment Fee (if applicable)
Concrete and Masonry	Laboratory Flexural Strength of Beams (per beam)	Curing, Storing, Measuring and Testing	ASTM C 78, ASTM C511, ASTM C1542	$45.00
	Laboratory Compressive Strength of drilled cores	Curing, Storing and Testing (sulfur Capping)	ASTM C 42, ASTM C 39, ASTM C617	$50.00
	Saw cutting cylinders and drilled cores	Saw cutting ends of contractor formed cylinders to achieve a perpendicular surface (per end)	NA	$10.00
	Petrographic Analysis	Microscopic analysis of hardened concrete	ASTM C 457	Call for Quote
	Laboratory Compressive Strength of Grout Prisms	Curing, Storing and Testing (Pad Capping) 6" x 3" x 3" prisms	ASTM C 1019	$30.00
	Laboratory Compressive Strength of mortar cubes	Curing, Storing and Testing (Pad Capping) 2" x 2" x 2" cubes	ASTM C 109	$20.00
	Laboratory testing of concrete masonry units	This test methods provides various testing procedures commonly used for evaluating characteristics of concrete masonry units and related concrete units.	ASTM C 140	Call for Quote
Asphalt	Laboratory testing of Asphalt Cores	Laboratory Testing of asphalt cores for specific gravity (density)	AASHTO T-166	$35.00
Fireproofing	Laboratory Density of Fireproofing (each density)	Laboratory determination of SRFM density	ASTM E 605	$150.00

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 East Stearns Street
Fayetteville, Arkansas 72703
479-443-2377

CTTP Lab No. 914810

www.mce.us.com

CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
2026

GENERAL:

CMT Technician	$ 65.00 per hour
Senior CMT Technician	75.00 per hour
CMT Supervisor	155.00 per hour
Geotechnical/CMT Specialist	150.00 per hour
Engineering Technician/EIT	130.00 per hour
Laboratory Supervisor	90.00 per hour
Geotechnical Project Engineer	170.00 per hour
Construction Observation	110.00 per hour
Geotechnical Project Manager	160.00 per hour
Principal Geotechnical Engineer	230.00 per hour
Senior Administrative Assistant	95.00 per hour
Mileage	0.75 per mile

SOILS:

CMT Technician Field Testing*	65.00 per hour
Senior CMT Technician Field Testing*	75.00 per hour

*Density Testing-Nuclear Gauge (ASTM D 2922/ AASHTO T310), Sample Pickup, or Stand-by Time

Nuclear Density Gauge Fee: (per Density Test); [Minimum $15.00 per trip, per project]	18.00 each
Atterberg Limits Test (3-point) (ASTM D 4318 / AASHTO T89, T90)	65.00 each
Soil Sieve Analysis w/ No. 200 Wash (ASTM D 422, D 1140 / AASHTO T88)	100.00 each
Soils Classification: Atterberg Limits & Sieve Analysis	155.00 each
Standard Proctor Test ASTM D 698 or AASHTO T 99(includes Soils Classification)	415.00 each
Modified Proctor Test ASTM D 1557 or AASHTO T 180(includes Soils Classification)	465.00 each
California Bearing Ratio (CBR) ASTM D 1883/ AASHTO T193	400.00 each

Additional Soil Testing Procedures Available On Request

CONCRETE/AGGREGATE:

Concrete Mix Design	Price on Request
Review Concrete Mix Design Submittal	170.00 per hour
CMT Technician Concrete Field Testing*	65.00 per hour
Senior CMT Technician Concrete Field Testing*	75.00 per hour

*(1-hour minimum): [For any of the following 6 items:]

- Concrete Cylinder, Grout, Mortar or Beam Molding
- Concrete Cylinder or Beam Pickup
- Concrete Slump Test ASTM C 143 / AASHTO T119
- Concrete Air Content Test ASTM C 231 or C 173 / AASHTO T 152
- Cement Mortar or Grout Sampling
- Stand-by Time
- Unit Weight and Yield of Freshly Mixed Concrete ASTM C 138 / AASHTO T121
- Sample Pickup, Transporting, and Processing/Placement Into Curing

Compressive Strength of Concrete Test Cylinders C 39/T22 (pad capped)	25.00 each
Compressive Strength of Concrete Test Cylinders C 39/T22 (sulfur capped)	35.00 each
Spare Cylinders Specimens Processed, Stored & Cured but not Tested	25.00 each
Schmidt Hammer Testing (Engineering Technician)	130.00 per hour

*ACI Grade I Concrete Field Testing Technician

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www.mce.us.com

CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
2026

CONCRETE/AGGREGATE (Continued):

Flexural Strength of Concrete Beams ASTM C 78 or C 293	50.00 each
Spare Beam Specimens Processed, Stored & Cured but not Tested	40.00 each
Compressive Strength of Grout Cubes/Prisms	40.00 each
Compressive Strength of Cement Mortar Cubes	25.00 each
Concrete Coring (4" diameter):	
Core Machine & CMT Technician	140.00 per hour
Compressive Strength of Concrete Cores (4" diameter)	40.00 each
Other Core Sizes (sampling and testing)	Price on Request
Concrete Fine Aggregate Gradation (AASHTO T11 and T27)	125.00 each
Concrete Coarse Aggregate Gradation (AASHTO T11 and T27)	125.00 each
Aggregate Specific Gravity Testing ASTM C 127,C 128 / AASHTO T84, T85	150.00 each
Class 7 Aggregate Gradation (AASHTO T11 and T27)	250.00 each
ARDOT Class 7 Sounding	25.00 each

Additional Concrete/Aggregate Testing Procedures Available On Request

ASPHALT:

Asphalt Mix Design (Marshall Design Method)	Price on Request
Review Asphalt Mix Design	170.00 per hour
CMT Technician Asphalt Field Testing*	65.00 per hour
Senior CMT Technician Asphalt Field Testing*	75.00 per hour

*In-place Spot Check Density Testing, Sample Pickup, or Stand-by Time

Superpave Laboratory Analysis (Gmm, Gmb, AC Content, Air Voids, Gradation)	650.00 each
Marshall Laboratory Analysis (Gmm, Gmb, AC Content, Air Voids, Gradation)	750.00 each
Laboratory Density of Cored Samples including Thickness Measurement**	35.00 each
Asphalt Coring Machine & CMT Technician**	140.00 per hour

**Testing and Sampling of 4" or 6" diameter cores

SPECIAL INSPECTIONS:

Spray-Applied Fire-Resistant Material/Intumescent Coating Testing	130.00 per hour
Structural Steel/Welding Inspection by CWI	100.00 per hour
Non-destructive Testing on Welds (UT, MT, or Radiographic)	110.00 per hour
Post-Tension Inspection	150.00 per hour
Firestop/Fire Penetration Inspection	150.00 per hour
Floor Flatness/Levelness Testing	150.00 per hour

Services Not Listed are Available on Request
All prices are subject to revision each year

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1350

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Chris Brown, Public Works Director

FROM: Justin Bland, City Engineer

SUBJECT: **Approval of a resolution to award RFQ 26-01, Selection #2 to Crafton Tull, Hawkins-Weir Engineers, Inc. and Garver as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2027.**

RECOMMENDATION:
Approval of a resolution to award RFQ 26-01, Selection #2 to Crafton Tull, Hawkins-Weir Engineers, Inc. and Garver, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2027.

BACKGROUND:
The Engineering Division has a two-person survey crew as part of the design team. The survey crew provides surveying services to multiple City Divisions in addition to the surveys needed for the in-house projects designed by the City engineers. As a result, the current workload for the survey crew is quite large. With the potential for many projects to begin in 2026, additional surveying services may be required.

DISCUSSION:
An engineering selection committee selected Crafton Tull, Hawkins-Weir Engineers, Inc. and Garver to be used for on-call surveying services for various city projects until April 30, 2027.

BUDGET/STAFF IMPACT:
Funds for the project surveying have been budgeted in various capital projects with the Sales Tax Capital Improvements Fund, the Transportation Bond Fund, Drainage Bond Fund and the Water and Sewer Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Garver Fee Sheet, 5. Crafton Tull Fee Sheet, 6. HW Fee Sheet

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

File #: 2026-1350

A RESOLUTION TO AWARD RFQ #26-01, SELECTION #2 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM CRAFTON TULL, HAWKINS-WEIR ENGINEERS, INC., AND GARVER, INC. AS NEEDED THROUGH APRIL 30, 2027, WITHIN THE APPROVED BUDGET

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #25-01 Selection #2 and authorizes the purchase of on-call surveying services from Crafton Tull, Hawkings-Weir Engineers, Inc., and Garver, Inc. for the rates attached to this Resolution and based on availability as needed through April 30, 2027, within the approved budget.

City of Fayetteville Staff Review Form

2026-1350

Item ID

5/5/2026

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

Sara Combs	4/10/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFQ 26-01, Selection #2 to Crafton Tull, Hawkins-Weir Engineers, Inc. and Garver as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2027.

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 B
City of Fayetteville
Fayetteville 2026 On-Call Surveying
Garver Hourly Rate Schedule: July 2026 - June 2027

Classification	Rates
Engineers / Architects	
E-1	$ 146.00
E-2	$ 171.00
E-3	$ 191.00
E-4	$ 223.00
E-5	$ 272.00
E-6	$ 333.00
E-7	$ 475.00
Planners	
P-1	$ 181.00
P-2	$ 226.00
P-3	$ 270.00
P-4	$ 316.00
P-5	$ 347.00
Designers	
D-1	$ 135.00
D-2	$ 150.00
D-3	$ 186.00
D-4	$ 217.00
D-5	$ 267.00
D-6	$ 282.00
Technicians	
T-1	$ 110.00
T-2	$ 127.00
T-3	$ 161.00
T-4	$ 202.00
Surveyors	
S-1	$ 67.00
S-2	$ 89.00
S-3	$ 120.00
S-4	$ 165.00
S-5	$ 216.00
S-6	$ 246.00
S-7	$ 299.00
S-8	$ 368.00
2-Man Crew (Survey)	$ 253.00
3-Man Crew (Survey)	$ 318.00
2-Man Crew (GPS Survey)	$ 320.00
3-Man Crew (GPS Survey)	$ 388.00
Construction Observation	
C-1	$ 126.00
C-2	$ 159.00
C-3	$ 198.00
C-4	$ 247.00
C-5	$ 305.00

Classification	Rates
Resource Specialists	
RS-1	$ 120.00
RS-2	$ 159.00
RS-3	$ 214.00
RS-4	$ 309.00
RS-5	$ 386.00
RS-6	$ 475.00
RS-7	$ 517.00
Environmental Specialists	
ES-1	$ 119.00
ES-2	$ 151.00
ES-3	$ 194.00
ES-4	$ 219.00
ES-5	$ 277.00
ES-6	$ 367.00
ES-7	$ 449.00
ES-8	$ 507.00
Project Controls	
PC-1	$ 122.00
PC-2	$ 163.00
PC-3	$ 206.00
PC-4	$ 265.00
PC-5	$ 324.00
PC-6	$ 418.00
PC-7	$ 511.00
Management / Administration	
AM-1	$ 86.00
AM-2	$ 108.00
AM-3	$ 152.00
AM-4	$ 188.00
AM-5	$ 242.00
AM-6	$ 299.00
AM-7	$ 393.00
M-1	$ 574.00

Crafton Tull

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2026

Category	Hourly Rate
ENGINEERING	
ENGINEERING PRINCIPAL	$ 270
SR. ENGINEERING MANAGER	$ 240
ENGINEERING MANAGER	$ 210
SR. PROJECT ENGINEER	$ 180
PROJECT ENGINEER	$ 160
ENGINEER INTERN III	$ 145
ENGINEER INTERN II	$ 135
ENGINEER INTERN I	$ 125
SR. ENGINEERING DESIGNER	$ 165
ENGINEERING DESIGNER III	$ 130
ENGINEERING DESIGNER II	$ 110
ENGINEERING DESIGNER I	$ 100
ENGINEERING CAD TECHNICIAN III	$ 95
ENGINEERING CAD TECHNICIAN II	$ 85
ENGINEERING CAD TECHNICIAN I	$ 75
ENVIRONMENTAL	
SR. ENVIRONMENTAL MANAGER	$ 220
ENVIRONMENTAL MANAGER	$ 185
SR. ENVIRONMENTAL SCIENTIST	$ 155
PROJECT ENVIRONMENTAL SCIENTIST	$ 125
ENVIRONMENTAL SCIENTIST II	$ 100
ENVIRONMENTAL SCIENTIST I	$ 80
ENVIRONMENTAL FIELD TECHNICIAN	$ 65
INSPECTION	
INSPECTION MANAGER	$ 140
SR. INSPECTOR	$ 120
INSPECTOR II	$ 100
INSPECTOR I	$ 80
UAV SERVICES	
UAV TEAM LEAD	$ 125
UAV PILOT	$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 240
ADMINISTRATIVE MANAGER	$ 180
ADMINISTRATIVE IV	$ 120
ADMINISTRATIVE III	$ 95
ADMINISTRATIVE II	$ 70
ADMINISTRATIVE I	$ 55
PLANNING	
PLANNING PRINCIPAL	$ 250
SR. PLANNING MANAGER	$ 220
PLANNING MANAGER	$ 210
SR. PLANNER	$ 170
PROJECT PLANNER	$ 130
PLANNER III	$ 120
PLANNER II	$ 110
PLANNER I	$ 100

Category	Hourly Rate
LANDSCAPE ARCHITECTURE	
VICE PRESIDENT OF LANDSCAPE ARCHITECTURE	$ 220
SR. LANDSCAPE ARCHITECTURE PROJECT MANAGER	$ 195
LANDSCAPE ARCHITECTURE PROJECT MANAGER	$ 180
SR. LANDSCAPE ARCHITECT	$ 170
PROJECT LANDSCAPE ARCHITECT	$ 155
LANDSCAPE DESIGNER III	$ 125
LANDSCAPE DESIGNER II	$ 115
LANDSCAPE DESIGNER I	$ 100
LANDSCAPE DESIGN INTERN	$ 80
LANDSCAPE CAD TECHNICIAN II	$ 85
LANDSCAPE CAD TECHNICIAN I	$ 75
SURVEYING	
SURVEYING PRINCIPAL	$ 250
SR. SURVEYING MANAGER	$ 215
SURVEYING MANAGER	$ 190
SR. PROJECT SURVEYOR	$ 165
PROJECT SURVEYOR	$ 145
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	$ 110
SURVEY CAD TECHNICIAN II	$ 90
SURVEY CAD TECHNICIAN I	$ 80
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	$ 180
GIS MANAGER	$ 145
GIS ANALYST	$ 110
GIS TECHNICIAN II	$ 85
GIS TECHNICIAN I	$ 65
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
Bathymetric Survey Equipment	$35/Hour
LiDAR Scanning Equipment	$35/Hour
UAV	$1000/Unit
Job Related Mileage	$0.72/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.

Hawkins-Weir Engineers, Inc.

Hourly Rate Schedule: 2026

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer III	$145
Designer II	$135
Designer I	$120
Civil Eng. Assistant II	$100
Civil Eng. Assistant I	$90
Digital Design Manager	$150
BIM Modeler III	$145
BIM Modeler II	$135
BIM Modeler I	$125
CAD/GIS Technician III	$135
CAD/GIS Technician II	$125
CAD/GIS Technician I	$115
Construction Manager II	$150
Construction Manager I	$130
Construction Observer IV	$140
Construction Observer III	$120
Construction Observer II	$110
Construction Observer I	$100
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Administrative	$75

Reimbursable Expenses	
Mileage	$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1383

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

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

FROM: Justin Bland, City Engineer

SUBJECT: **Plainview Avenue/Rolling Hills Connection – Contract Amendment with Garver**

RECOMMENDATION:
Staff recommends approval of a design contract Amendment with Garver in the amount of $88,050 for additional design services on the Plainview and Rolling Hills Extension Project.

BACKGROUND:
This is a 2019 bond program project that was originally intended to connect Appleby Drive, Rolling Hills Drive, and Plainview Avenue through the Fiesta Square Shopping Center. The project was stalled due to property acquisition issues and was modified to remove the southern portion of the project. Design of the project has begun moving forward, and construction is planned for later this year.

DISCUSSION:
The project revisions have resulted in additional design efforts by Garver. They have provided a proposed contract amendment in the amount of $88,050 for these additional design services. Detail of this amendment is attached.

BUDGET/STAFF IMPACT:
These fees will be paid from the 2019 bond program funds.

ATTACHMENTS: 3. Staff Review Form, 4. Appendix A - Garver Scope of Services- Amend #1

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

File #: 2026-1383

A RESOLUTION TO AMEND THE PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH GARVER, LLC FOR ADDITIONAL DESIGN SERVICES IN THE AMOUNT OF $88,050.00 TO CONTINUE ENGINEERING DESIGN ON THE PLAINVIEW AND ROLLING HILLS EXTENSION PROJECT

WHEREAS, a 2019 bond program project to connect Appleby Drive, Rolling Hills Drive, and Plainview Avenue through the Fiesta Square Shopping Center was stalled due to property acquisition issues; and

WHEREAS, the project was modified to remove the southern portion of the project and a contract amendment is intended to provide funds for the additional design services associated with the modification.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign an Amendment to the Professional Engineering Services Contract with Garver, LLC in the amount of $88,050.00 for additional engineering design services associated with the Plainview and Rolling Hills Extension Project.

City of Fayetteville Staff Review Form

2026-1383

Legistar File ID

5/5/2026

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

Sara Combs	4/15/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a design contract Amendment with Garver in the amount of $88,050 for additional design services on the Plainview and Rolling Hills Extension Project.

Budget Impact:

4602.860.7221-5860.02	4602 - Streets Project 2019 Bonds
Account Number	Fund
46020.7221.1000	Appleby/Rolling Hills/Plainview Connection
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	1,394,635.00
		Funds Obligated	$	1,187,053.45
		Current Balance	**$**	**207,581.55**
Does item have a cost?	Yes	Item Cost	$	88,050.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**119,531.55**

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 158-20

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

APPENDIX A – SCOPE OF SERVICES

AMENDMENT NO. 1

1. General

Generally, the scope of services includes revising final plans and property acquisition documents as required to redesign the roundabout as a mini-roundabout at the intersection of the existing Fiesta Square entrance with the new roadway. The revisions also include changing the alignment of the proposed Plainview Avenue and adding a right turn lane between the proposed mini-roundabout and the College Avenue intersection. These changes will result in updated designs for roadway, landscaping, electrical, traffic signal, water and sewer relocations, and preparation of revised property acquisition documents

The following Section 11 – Final Design for Amendment No. 1 shall be added to the previously approved Section 11 – Final Design.

11. Final Design

11.1. Signalization Design

The revised signal design and plans will include the following:

- A dedicated right turn only lane to turn southbound onto College Ave. from new roadway to roundabout
- Signal pole layout revision for poles B & C (pedestrian pushbuttons) for ADA compliance
- Verify proper signal head alignment
- Updates to Detector Chart, Interval Chart, and Phasing
- Quantity Updates
- 90% plan submittal for client review and comment then Final Revised Plans

11.2. Mini-Roundabout Final Design (90% & 100%)

Garver will revise the Final Design plans to incorporate the changes to the alignment and roundabout. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also provide final coordination with Owner, make any needed plan changes as a result of the final review comments and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

The following design items shall be revised:

- Horizontal and Vertical Alignments
- Roadway Model
- Drainage Design
- Lighting Layout

The following plan sheets shall be revised:

- Typical Sections
- Maintenance of Traffic Plans
- Pavement Marking and Striping Plans
- Demolition Plans

- Cross Sections
- Drainage Plans and Profiles
- Survey Control Plans
- Roundabout Layout Plans
- Roundabout Grading Plans
- Erosion Control Plans
- Landscaping Plans

11.3. Utility Potholing (Crossland)

Garver will subcontract with Crossland Heavy Construction to perform subsurface potholing for up to eight (8) locations to develop accurate locations and depth information for underground utilities and confirm conflicts and required utility relocations.

11.4. Water and Sewer Plans

Garver will revise water and sewer line design per previous City comments and from the findings of the utility potholing. Water/Sewer plan and profile sheets will be revised as required to accommodate changes to design.

The following Section 12 – Property Acquisition Documents for Amendment No. 1 shall be added to the previously approved Section 12 - Property Acquisition Documents.

12. Property Acquisition Documents

Revised Property Acquisition Documents

Garver will develop updated individual tract maps with description of temporary and permanent acquisition for each property affected by the changes to the roadway alignment and roundabout. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 3 properties.

Garver will stake ROW/easements up to one (1) time as requested by the City.

Exhibit B - Amendment No. 1

City of Fayetteville
Plainview Avenue Extension

FEE SUMMARY

Title I Service	Original Estimated Fees	Amendment No. 1 Estimated Fees	Total Estimated Fees
Geotechnical Services (Terracon)	$ 5,400.00		$ 5,400.00
Record Research	$ 5,400.00		$ 5,400.00
Utility Markings (ARKUPS)	$ 400.00		$ 400.00
Environmental Handling/Documentation	$ 2,800.00		$ 2,800.00
Traffic Studies	$ 19,700.00		$ 19,700.00
H&H Study	$ 23,650.00		$ 23,650.00
Signalization Design	$ 28,260.00	$ 9,100.00	$ 37,360.00
Surveys	$ 49,870.00		$ 49,870.00
Conceptual Design	$ 66,820.00		$ 66,820.00
Preliminary Design	$ 87,850.00		$ 87,850.00
Preliminary Design - Electrical	$ 9,000.00		$ 9,000.00
Final Design	$ 77,100.00		$ 77,100.00
Final Design - Electrical	$ 5,120.00		$ 5,120.00
Property Acquisition Documents	$ 16,450.00	$ 9,000.00	$ 25,450.00
Bidding Services	$ 4,830.00		$ 4,830.00
Mini- Roundabout Final Design (90%/100%)		$ 35,200.00	$ 35,200.00
Final Design - Water & Sewer Relocations		$ 24,750.00	$ 24,750.00
Utility Potholing (Subconsultant)		$ 10,000.00	$ 10,000.00
Subtotal for Title I Service	**$ 402,650.00**	**$ 88,050.00**	**$ 490,700.00**

Title II Service	Original Estimated Fees	Amendment No. 1 Estimated Fees	Total Estimated Fees
Construction Phase Services	$ -	$ -	$ -
Subtotal for Title II Service	**$ -**	**$ -**	**$ -**
Total All Services	**$ 402,650.00**	**$ 88,050.00**	**$ 490,700.00**

Exhibit B - Amendment No. 1

City of Fayetteville
Plainview Avenue Extension

REVISED SIGNALIZATION DESIGN

	WORK TASK DESCRIPTION	E-6	E-5	E-3	E-1	T-1
		$320.00	$261.00	$183.00	$140.00	$105.00
		hr	hr	hr	hr	hr
1.	**Phase**					
	Pedestrain Push Button Pole Layout Revision		2		4	
	Verify signal head alignment		2		2	2
	Detector Chart, Interval Chart, and Phasing Updates		2	8	4	
	Quantity Revisions		1		2	2
	90% Revised Plans Submittal Review Comments		2	2	4	
	Final Revised Plans		2	2	4	2
	QA/QC	1	1			
	Subtotal - Phase	**1**	**12**	**12**	**20**	**6**
	Hours	**1**	**12**	**12**	**20**	**6**
	Salary Costs	$320.00	$3,132.00	$2,196.00	$2,800.00	$630.00

SUBTOTAL - SALARIES: **$9,078.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly $22.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$22.00**

SUBTOTAL: **$9,100.00**

SUBCONSULTANTS FEE: **$0.00**

TOTAL FEE: **$9,100.00**

Exhibit B - Amendment No. 1

City of Fayetteville
Plainview Avenue Extension

PROPERTY ACQUISITION DOCUMENTS

	WORK TASK DESCRIPTION	E-1	S-5	S-2	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
		$140.00	$207.00	$85.00	$243.00	$307.00
		hr	hr	hr	hr	hr
1.	**Acquisition Documents**					
	Coordination and Administration	1	1			
	Permanent Right-of-Way Acquisition Documents		4	8		
	Temporary Construction Easements		4	8		
	Stake Proposed Easement (Maximum 6-Parcels)		8		6	8
	Subtotal - Acquisition Documents	**1**	**17**	**16**	**6**	**8**
	Hours	**1**	**17**	**16**	**6**	**8**
	Salary Costs	$140.00	$3,519.00	$1,360.00	$1,458.00	$2,456.00

SUBTOTAL - SALARIES:		**$8,933.00**
DIRECT NON-LABOR EXPENSES		
Travel Costs	$67.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$67.00**
SUBTOTAL:		**$9,000.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$9,000.00**

Exhibit B - Amendment No. 1

City of Fayetteville
Plainview Avenue Extension

MINI- ROUNDABOUT FINAL DESIGN (90%/100%)

	WORK TASK DESCRIPTION	E-5	E-2	E-1	T-2	E-4	E-1	P-2
		$261.00	$164.00	$140.00	$122.00	$214.00	$140.00	$217.00
		hr	hr	hr	hr	hr	hr	hr
1.	**Project Management**							
	Administration and Coordination	4						
	Subtotal - Project Management	**4**	**0**	**0**	**0**	**0**	**0**	**0**
2.	**Civil Engineering**							
	Revise Horizontal and Vertical Alignments		1	4				
	Revise Roadway Model		1	4				
	Revise Drainage Design		1	4				
	Revise Typical Sections		1	4	4			
	Revise Maintenance of Traffic Plans		2	4	4			
	Revise Pavement Marking and Striping Plans		2	4	2			
	Revise Demolition Plans		2	2	2			
	Revise Cross Sections		1	4	4			
	Revise Drainage Plan and Profiles		1	6	4			
	Revise Survey Control Plans		1	2	2			
	Revise Driveway Plans		1	2	2			
	Revise Roundabout Layout Plans		4	4	4			
	Revise Roundabout Grading Plans		4	6	4			
	Revise Erosion Control Plans		2	4	4			
	Revise Landscaping Plans					2	20	
	Coordination with Utility Companies		2	4				
	Coordination and Meetings with Owner	2	2					
	Coordination with Property Owners	2	2					
	SWPPP/Coordination with DEQ		1		6			6
	Specifications/Contract Documents		6	4		1	1	
	Quantities		4	8			1	
	Opinion of Probable Construction Cost		4	4			1	
	Quality Control Review	4				2		
	Address City Comments on 90%		8	8	8			
	Subtotal - Civil Engineering	**8**	**53**	**82**	**50**	**5**	**23**	**6**
	Hours	**12**	**53**	**82**	**50**	**5**	**23**	**6**
	Salary Costs	$3,132.00	$8,692.00	$11,480.00	$6,100.00	$1,070.00	$3,220.00	$1,302.00

SUBTOTAL - SALARIES:			**$34,996.00**
DIRECT NON-LABOR EXPENSES			
Document Printing/Reproduction/Assembly	$204.00		
SUBTOTAL - DIRECT NON-LABOR EXPENSES:			**$204.00**
SUBTOTAL:			**$35,200.00**
SUBCONSULTANTS FEE:			**$0.00**
TOTAL FEE:			**$35,200.00**

Exhibit B - Amendment No. 1

City of Fayetteville
Plainview Avenue Extension

FINAL DESIGN - WATER & SEWER RELOCATIONS

	WORK TASK DESCRIPTION	E-5	E-4	E-1	T-2
		$261.00	$214.00	$140.00	$122.00
		hr	hr	hr	hr
2.	**Civil Engineering**				
	Revise Water Line Horizontal Alignments		8	12	
	Revise Sewer Line Horizontal Alignments		8	12	
	Plan & Profile Sheets		8	30	16
	Detail Sheets		1	2	
	ADH Permitting		4	8	
	Coordination with Utility Companies		2		
	Coordination and Meetings with Owner		6		
	Submittals to Owner		2	2	
	Measurement and Payment Specs		8		
	Quantities		1	6	
	Opinion of Probable Construction Cost		4		
	Quality Control Review	4			
	Subtotal - Civil Engineering	**4**	**52**	**72**	**16**
	Hours	**4**	**52**	**72**	**16**
	Salary Costs	$1,044.00	$11,128.00	$10,080.00	$1,952.00

SUBTOTAL - SALARIES: **$24,204.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$31.00
ADH Permitting	$515.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$546.00**

SUBTOTAL: **$24,750.00**

SUBCONSULTANTS FEE: **$0.00**

TOTAL FEE: **$24,750.00**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1384

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

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

FROM: Justin Bland, City Engineer

SUBJECT: **S. School Ave. SS4A –Amendment #1 with ISG**

RECOMMENDATION:
Staff recommends approval of contract Amendment #1 to the master agreement with ISG in the amount of $443,000 for additional design services on the South School Avenue SS4A project.

BACKGROUND:
The city received a $25,000,000 Safe Streets for All grant for five construction projects including this section of S. School Ave. (between Martin Luther King Blvd. and 15th St). ISG has a contract in place to provide a conceptual design on which they are nearing completion. This conceptual design phase included a public meeting which was held on December 11, 2025. Staff presented the recommended design concept along with public feedback/survey results at the Transportation Committee on January 27, 2026. At this meeting the committee voted to approve the conceptual design concept and proceed with the conceptual design which is near completion.

DISCUSSION:
The scope of services for this next phase of design includes the Preliminary Design Phase which includes another round of public engagement, preparation of land acquisition documents, agency coordination for environmental review and preliminary plan preparation, among other items. The amendment also includes similar tasks for completion of the final plan preparation and bidding services. One item of note is that there is $95,000 in design fees for the water line improvements.

BUDGET/STAFF IMPACT:
Funding for this project will come from the Safe Streets and Roads for All (SS4A) grant (resolution 301-240), the 2022 Transportation Bond program, and the Water & Sewer fund. The contract amendment cost is split between the SS4A grant and the City at 74.63% and 25.37%, respectively. The water line improvements portion of the amendment is not eligible for SS4A reimbursement; therefore, the City match is calculated on $348,000. The funding breakdown for the contract amount is as follows:

Description	Account	Project	Amount
SS4A	2235.900.9222-5860.023	2401.9222	$259,712.40
Transportation Bond Program	4702.860.7235-5860.024	6020.7235.9222	$88,287.60
Water and Sewer Fund	5400.720.5600-5314.001	2009.1	$95,000

Total	$443,000.00

ATTACHMENTS: 3. Staff Review Form, 4. S School Ave Contract Amendment 1

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

File #: 2026-1384

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH I & S GROUP, INC. IN THE AMOUNT OF $443,000.00 FOR ADDITIONAL SERVICES ON THE SOUTH SCHOOL AVENUE SAFE STREETS AND ROADS FOR ALL PROJECT

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

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

WHEREAS, the scope of services for this phase of design includes the Preliminary Design Phase which includes another round of public engagement, preparation of land acquisition documents, agency coordination for environmental review and preliminary plan preparation, among other items.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 1 with I & S Group, Inc. in the amount of $443,000.00 for additional services on the South School Avenue Safe Streets and Roads for All Project.

City of Fayetteville Staff Review Form

2026-1384

Item ID

5/5/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Sara Combs	4/15/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of contract Amendment #1 to the master agreement with ISG in the amount of $443,000 for additional design services on the South School Avenue SS4A project.

Budget Impact:

Account Number	Fund
2235.900.9222-5860.02	Safe Streets and Roads Grant
4702.860.7235-5860.02	Street Projects 2022 Bonds
5400.720.5600-5314.00	Water & Sewer

Project Number	Project Title
32401.9222	Safe Street and Roads Grant - S School
46020.7235.9222	Streets Project (Bonds) - SS4A City Portion - S School
12009.1	Water System Rehabilitation/Replacement

Budgeted Item?	Yes	Total Amended Budget	$	5,277,640.00
		Expenses (Actual+Encum)	$	1,626,726.46
		Available Budget	**$**	**3,650,913.54**
Does item have a direct cost?	Yes	Item Cost	$	443,000.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	**$**	**3,207,913.54**

Purchase Order Number:

Previous Ordinance or Resolution # 301-24; 168-25

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES CITY OF FAYETTEVILLE, AR ISG PROJECT #25-32858

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the **City of Fayetteville** (Owner) and **I & S Group, Inc.** (ISG), dated August 5, 2025 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional design services for the :

Improvements to South School Avenue from MLK Jr. Boulevard to 15th Street.

In general, Amendment No. 1 scope of services include survey, environmental review, street design, traffic signal design, water utility design, storm sewer culvert design, real estate acquisition documents, and bidding support.

APPENDIX A – SCOPE OF SERVICES

All items contained in the attached Amendment No. 1 Appendix A shall be added to the original project Scope of Services.

APPENDIX B – PROJECT FEE SPREADSHEETS

The attached hourly rates, summary sheet and fee spreadsheets shall be added to APPENDIX B as included in the original agreement. The Amendment No. 1 shall increase the agreement amount a sum of $443,000.00 from $287,000.00 to $730,000.00.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and ISG have executed this Amendment effective as of the date last written below.

CITY OF FAYETTEVILLE	I & S Group, Inc.
By:_____	By: William A. Kratt
Name:_____	Name: William Kratt
Title:_____	Title: Business Unit Leader
Date:_____	Date: March 20, 2026
Attest:_____	

APPENDIX A

SCOPE OF SERVICES

Project

The scope of services generally includes survey, environmental review, street design, traffic signal design, water utility design, storm sewer culvert design, real estate acquisition documents, and bidding support. The project limits are School Avenue from W 15th St to W Martin Luther King Jr Boulevard, including the functional areas of the intersections. The project is being funded through a Safe Streets and Roads for All (SS4A) grant from the United States Department of Transportation (USDOT) and local funding. The reconstruction will include enhancements to pedestrian infrastructure, landscaping, hardscaping, streets, intersections, drainage systems, water systems, sanitary sewer systems, and access control.

PRELIMINARY DESIGN PHASE

Once the City approves the conceptual plans, ISG will begin the preliminary design phase and incorporate remaining comments from the conceptual design phase. The preliminary design phase will document design decisions and will be used to complete the NEPA documentation, and continue coordinating with agencies, utilities, and other stakeholders. A preliminary scope of services is provided below that may be included in the Preliminary Design Phase, however, this is subject to modification and revisions based on the findings during the Conceptual Design Phase and the preferred selected alternative.

Surveys

Right-of-Way and Easement Exhibit Preparation

ISG will prepare the right-of-way and easement descriptions along with associated exhibits as necessary, to assist with any anticipated land acquisition adjacent to existing City of Fayetteville right-of-way or easements. These exhibits will be based upon the final negotiated property acquisition agreements between the landowners and the City of Fayetteville and will be utilized for recordation.

Utility Coordination

Once preliminary plans and right-of-way and easement documents are prepared, ISG will provide these documents to utilities in order for them to confirm any conflicts their facilities have with the reconstruction. Utilities will be asked to provide a work plan for any removals, relocations, or additions to their facilities. The work plan will include drawings and a proposed schedule for any work on their facilities. ISG will coordinate with utilities to encourage the relocation of any conflicts prior to the reconstruction of School Avenue. Any conflicts that must be resolved during reconstruction of School Avenue will be coordinated and information will be provided in the contract documents for the City's contractor to continue coordination through the reconstruction of School Avenue.

Environmental

Agency Coordination

ISG will provide preliminary and final plans to the following agencies for regulatory approvals, if required:

- Arkansas Division of Environmental Quality (ADEQ)
- Arkansas Department of Health

- Division of Arkansas Heritage
- United States Army Corp of Engineers (USACE)
- United States Fish and Wildlife Service (USFWS)

Environmental Document

ISG will finalize the environmental document, as required by the National Environmental Policy Act (NEPA), to Federal Highway Administration (FHWA) standards. The subject project is assumed to require a Tier 3 Categorical Exclusion (CE). Once complete, ISG will furnish the City and the FHWA original copies for review. ISG will incorporate comments into a revised document. ISG assumes up to two rounds of comments. ISG will submit the final document to FHWA for its approval.

Public Engagement

ISG will provide the City with written content, graphics, and project documentation for the City's use on the City's website, social media, and other communication methods. In addition, the following meetings are anticipated:

- Up to Two (2) public involvement meetings, one prior to preliminary design, and one during final design and prior to bidding
- Up to One (1) Transportation Committee meetings
- Up to One (1) Active Transportation Committee meetings
- Meetings with residents, businesses, property owners, and other stakeholders, as necessary

ISG will coordinate the public meetings, with assistance from the City. ISG will keep a public engagement log of comments and interactions with public stakeholders and will provide the log to the City.

Culvert Design

ISG will complete a comprehensive Hydrologic and Hydraulic (H&H) study to evaluate the existing culvert at the Tanglewood Branch crossing. This study will include an analysis of current conditions, modeling of proposed improvements, and recommendations for appropriate culvert replacement sizing. ISG will also document the anticipated upstream and downstream impacts associated with the proposed improvements.

Incorporating the culvert replacement into the project scope may necessitate additional environmental investigations, including but not limited to an endangered species bat assessment. Permitting through agencies such as the Arkansas Department of Environmental Quality (ADEQ) and the Federal Emergency Management Agency (FEMA) will also be required. ISG will coordinate directly with each permitting agency to obtain all necessary approvals for the project.

It is anticipated that the culvert will be a precast reinforced concrete box. Should the preferred alternative be of a different structure type requiring structural analysis and design, ISG can provide a subsequent proposal with those additional service.

Preliminary Plans

ISG will prepare a Preliminary Plan set that will take the preferred alternative to approximately 60% of completed construction documents. An updated opinion of probable cost will be provided. ISG will coordinate a preliminary plan review meeting with the City. The preliminary plan set will include:

- Title Sheet
- Typical Sections
- Construction Details

- Removal Plans
- Utility Plans and Profiles
- Intersection Details
- Street Plans and Profiles
- Pavement Marking and Signing Plans
- Maintenance of Traffic Conceptual Plans
- Cross Sections
- Box Culvert Plan and Profile

Landscape Architecture

ISG will design streetscape amenities. These amenities could include plantings, planters, benches, bus shelters, refuse receptacles, placemaking features, gateway features, and other amenities. Streetscape amenities will be coordinated with green infrastructure, lighting, and street reconstruction designs.

Electrical Design

ISG will design street lighting. Lighting spacing will be according to City standards. If none exist, spacing will match typical installations. A photometric analysis will be provided, if requested.

FINAL DESIGN

Once the City approves the preliminary plans, ISG will begin the final design phase and incorporate remaining comments from the preliminary design phase. The final design phase will provide construction plans, specifications, and estimates for the purpose of bidding and construction. Plans and specifications will be used to continue coordinating with agencies, utilities, and other stakeholders. ISG will coordinate a final plan review meeting with the City. After comments from the final plan review meeting are received and incorporated, a plan-in-hand walkthrough will be conducted with the City, and final changes will be incorporated into the final construction documents prior to bidding. An updated opinion of probable cost will be provided. The final plan set will include:

- Title Sheet
- Project notes
- Typical Sections
- Construction Details
- Removal Plans
- Erosion Control Plans
- Utility Plans and Profiles
- Intersection Details
- Street Plans and Profiles
- Pavement Marking and Signing Plans

- Maintenance of Traffic Plans
- Cross Sections
- Box Culvert Plan and Profile

Utility Coordination

ISG will provide utilities with final plans and right-of-way and easement exhibits and will continue to coordinate with utilities prior to reconstruction of School Avenue as needed.

Environmental

Permitting

Storm Water Pollution Prevention Plan (SWPPP)

ISG will prepare a Storm Water Pollution Prevention Plan for the scope of this proposed construction work. A stormwater pollution prevention plan will be prepared that incorporates Best Management Practices (BMPs). This plan will include the necessary erosion control measures to meet local and state requirements.

Bidding Assistance

ISG will assist in the preparation of an advertisement for bids to assist with solicitation of competitive general contractor bids. We are prepared to respond to contractor questions and issue clarifications via addendum if necessary. We will also provide assistance with bid evaluation, issuance of a recommendation of award, and preparation of the Notice to Proceed and Agreement between the City and Contractor.

Survey

Monumentation

Based on the boundary survey and the recorded right-of-way and easement documents, ISG will install iron monuments at the new property corners. It is anticipated that temporary monumentation will be set prior to construction and that after construction is completed final monumentation will be installed. This will include subsurface installation of ½-inch diameter, 20-inch-long solid iron rods, or other permanent monuments where applicable, at each of the new property corners. The locations will also be identified on the surface by wooden lath.

EXCLUSIONS

The following items are excluded from the scope of services in this proposal:

- Geotechnical Services
- Public Hearings
- Cultural Resources Surveys beyond Phase I
- Wetland Delineation
- Hazardous Material Surveys beyond Phase I
- Section 4(f) Evaluations
- Visual Impact Memo
- Noise Screening Analysis

- A NEPA Environmental Assessment, Finding of No Significant Impact, or Environmental Impact Statement
- LOMR
- Structural Engineering
- Construction Phase Services

SCHEDULE

ISG proposes the following schedule if the contract amendment is approved by May 1, 2015. This schedule is dependent upon the City receiving the approval of the NEPA document by July 1, 2026. The subsequent tasks are expected to be adjusted if that approval is delayed.

Phase	Date
Receive Final Environmental Clearance	July 1, 2026
Preliminary Plans (60%)	August 14, 2026
Right-of-way and Easement Documents	September 18 2026
Final Plans and Specifications for City Review (90%)	April 1, 2027
Final Construction Documents	June 1, 2027

APPENDIX B

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Preliminary Design Phase	Compensation
Surveys	$40,000.00
Environmental	$24,000.00
Franchise Utility Coordination	$10,000.00
Preliminary Plans (including box culvert addition)	$139,000.00
Public Engagement	$15,000.00
Total	**$228,000.00**

Preliminary Design Phase – Water Utility	Compensation
Preliminary Plans	$50,000.00
Total	**$50,000.00**

Final Design Phase	Compensation
Survey	$15,000.00
Franchise Utility Coordination	$5,000.00
Final Plans	$90,000.00
Total	**$110,000.00**

Final Design Phase – Water Utility	Compensation
Final Plans	$45,000.00
Total	**$45,000.00**

Bidding Assistance		Compensation
Bidding Assistance		$10,000.00
	Total	$10,000.00

Total Compensation for Contract Amendment 1	$443,000.00

Fee Summary

City of Fayetteville, AR
S. School Ave. (MLK to 15th)
ISG Project #32858

FAYETTEVILLE, AR (SS4) S. SCHOOL AVE PROJECT

	Senior Civil Engineer	Civil Engineer IV	Civil Engineer II	Civil Engineer I	Civil Designer IV	Civil Designer III	Civil Designer II	Landscape Architect IV	Landscape Architect II	Senior Environmental Scientist	Environmental Scientist/Engineer III	Senior Land Surveyor	Geospatial Specialist III	Geospatial Specialist II	Total
	$ 250.00	$ 215.00	$ 170.00	$ 160.00	$ 170.00	$ 150.00	$ 140.00	$ 205.00	$ 160.00	$ 225.00	$ 170.00	$ 210.00	$ 140.00	$ 130.00	
SURVEY															
Prelim Phase															
Right-of-way and Easement Exhibits		22										132		58	$ 39,990.00
Final Phase															
Temporary Monumentation		1											29	24	$ 7,395.00
Final Monumentation		1										9	9	11	$ 4,795.00
Expenses															$ 2,815.00
														TASK TOTAL	**$ 54,995.00**
ENVIRONMENTAL															
Prelim Phase															
Project Management	1									6					$ 1,600.00
Agency Coordination		1								2	13				$ 2,875.00
Archaeology and History		1								2	4				$ 1,345.00
Hazardous Materials											8				$ 1,360.00
Environmental Document	1									3	14				$ 3,305.00
Permitting										2	9				$ 1,980.00
Wetland Delineation	1									5	60				$ 11,575.00
														TASK TOTAL	**$ 24,040.00**
FRANCHISE UTILITY COORDINATION															
Prelim Phase															
Preliminary Plan Packages	1			5	5										$ 1,900.00
Review of Utility Work Plans	2			15	15										$ 5,450.00
Work Plan Revisions	1			8	8										$ 2,890.00
Final Phase															
Final Plan Packages	2			8	8										$ 3,140.00
Continued Coordination	1			4	4										$ 1,570.00
														TASK TOTAL	**$ 14,950.00**

Fee Summary

PRELIMINARY PLANS															
Project Management	14	4												$	4,360.00
Civil Design			40	128										$	27,280.00
Landscape Architecture								24	110					$	22,520.00
Plan Production						96								$	14,400.00
Cost Opinion			4	12										$	2,600.00
Electrical	2	16	24	40		30								$	18,920.00
													TASK TOTAL	**$**	**90,080.00**
FINAL PLANS															
Project Management	14	4												$	4,360.00
Civil Design			40	136										$	28,560.00
Landscape Architecture								22	109					$	21,950.00
Plan Production						92								$	13,800.00
Cost Opinion			4	10										$	2,280.00
Electrical	2	17	26	40		28								$	19,175.00
Bidding														$	-
													TASK TOTAL	**$**	**90,125.00**
BOX CULVERT															
Field Survey												8	4	$	2,240.00
Process Survey												4	8	$	1,960.00
Survey/Design Report	2	16		2	3		12							$	6,450.00
Hydrology and Hydraulics	4	16		26										$	8,600.00
Structure Design	6	32		12	8									$	11,660.00
Permitting	9	40		24										$	14,690.00
Drafting Structure Plan							24							$	3,360.00
													TASK TOTAL	**$**	**48,960.00**
PUBLIC ENGAGEMENT															
Prelim Phase															
Project Management	10	10												$	4,650.00
Prepare Materials	10	10		4										$	5,290.00
Coordinate Public Meetings	10	10												$	4,650.00
Public Engagement Log		2												$	430.00
Expenses														$	3,000.00
													TASK TOTAL	**$**	**15,020.00**

Fee Summary

PUBLIC UTILITIES															
Prelim Phase															
Preliminary Design	13	24		124			166							$	51,490.00
Final Phase															
Final Desgin	20	24		100			100							$	40,160.00
Permitting	8	8												$	3,720.00
													TASK TOTAL	**$**	**95,370.00**
Bidding															
Bidding	10	18		23										$	10,050.00
													TASK TOTAL	**$**	**10,050.00**
													GRAND TOTAL	**$**	**443,590.00**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1366

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Marlee Stark, Chief Housing Officer

SUBJECT: **7hills Annual Contract Renewal**

RECOMMENDATION:
Staff recommend approval of a resolution to waive the requirements of formal competitive bidding and approve a contract with Seven Hills Homeless Center ("7hills") in the amounts of $125,370.00 for operations of the 7hills Day Center and $150,000.00 for capital improvements at the Walker Family Residential Community facility.

BACKGROUND:
The City Council has approved contracts to provide funding assistance for the 7hills Day Center and maintenance of the Walker Family Residential Community facility through citywide budgeting processes since 2017.

The Walker Family Residential Community provides transitional housing and overnight shelter to individuals experiencing homelessness. Dedicated case managers provide tailored support to each resident, identifying opportunities for employment and housing as well as support to address legal or health-related issues. 7hills also operates its Day Center on School Avenue, providing essential services such as meals, clothing, showers, and hygiene items to help meet daily needs.

DISCUSSION:
7hills and the Facilities Management Department outlined several items for repair or replacement in the 2026-2030 Capital Improvements Program, including parking lot and driveway repairs in 2026. This funding supports the maintenance of community infrastructure and facilities. On June 17, 2025, the City Council adopted the 2026-2030 Capital Improvements Program, which included $330,000 in funding over five years to repair and maintain the Walker Family Residential Community facility. Planned projects for 2026 include parking lot and driveway repairs.

On November 18, 2025, the City Council approved the 2026 annual operating budget, which appropriated $125,370 for the fiscal year to support the operations of the Day Center. This amount is constant from the 2025 budget cycle.

As part of citywide review of housing and shelter-related programming, the Mayor's Office and the Chief Housing Officer worked with 7hills leadership to update and consolidate these two annual funding commitments to support unhoused residents in Fayetteville. Per the contract's terms, 7hills will provide

quarterly financial and written reports to the Chief Housing Officer, and 7hills will deliver a semi-annual update to the City Council.

BUDGET/STAFF IMPACT:
Funding for the operations of the Day Center was included in the 2026 operational budget, and funding for the Walker Family Residential Community facility was included in the 2026-2030 Capital Improvements Program.

While the contract references the development of a Memorandum of Understanding related to extreme weather response, funding for these efforts comes from annual federal funding allocations from the U.S. Department of Housing and Urban Development (HUD). All HUD-related funding allocations are included in the City's five-year Consolidated Plan and associated Annual Action Plans, which go through annual public comment periods and review and approval by HUD. The 2026-2030 Consolidated Plan is under development and will be made available for public review in early summer 2026.

GL Account	Project	Amount
1010.090.6600-5721.00	40901.4010.1	$125,370.00
4470.140.8900-5400.00	18004.1	$150,000.00
Total		**$275,370.00**

ATTACHMENTS: 3. Staff Review Form, 4. 7hills Contract 2026 - Signed by 7hills

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

File #: 2026-1366

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER FOR OPERATIONS AND CAPITAL IMPROVEMENTS IN THE TOTAL AMOUNT OF $275,370.00

WHEREAS, the Board of Directors of Seven Hills has operated a day time facility to serve numerous homeless and needy Fayetteville residents for over 20 years relying upon the support of several local churches, charities and charitable persons, as well as some governmental support (for veterans, etc.); and

WHEREAS, the Fayetteville City Council approved a funding request for the 2026 fiscal year to maintain the operations of the Seven Hills day center and, although funding for the center by donors has improved, a shortfall still exists that jeopardizes its ability to continue to offer vital services to Fayetteville's homeless residents; and

WHEREAS, if Seven Hills could no longer operate its Walker Family Residential Community transitional housing facility, currently housed residents might become homeless again and have to live on the streets or in the woods; and

WHEREAS, if Seven Hills could no longer operate its day time facility, the large number of homeless residents who depend upon this facility for showers and washing, hot food, a warm place to stay during the day, as well as access to a telephone and other job assistance services could not find such comparable services elsewhere; and

WHEREAS, the City Council has approved contracts to provide funding assistance for maintenance of the Walker Family Residential Community facility through citywide budgeting processes since 2017; and

WHEREAS, Seven Hills and the Facilities Management Department outlined several items for repair or replacement in the 2026-2030 Capital Improvement Program; and

WHEREAS, the facilities and services provided by Seven Hills should continue to be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation.

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 Mayor Rawn to sign a contract with Seven

Hills Homeless Center for Operations and capital improvements to the Walker Family Residential Community Facility in the total amount of $275,370.00.

City of Fayetteville Staff Review Form

2026-1366

Item ID

5/5/2026

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

Marlee Stark	4/15/2026	COMMUNITY RESOURCES (642)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommend approval of a resolution to waive the requirements of formal competitive bidding and approve a contract with Seven Hills Homeless Center ("7hills") in the amounts of $125,370.00 for operations of the 7hills Day Center and $150,000.00 for capital improvements at the Walker Family Residential Community facility.

Budget Impact:

1010.090.6600-5721.00	General
4470.140.8900-5400.00	Sales Tax Capital Improvements
Account Number	Fund
40901.4010.1	Community Partners Funding - 7Hills
18004.1	7Hills Walker Family Residential Facility
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	333,321.00
		Expenses (Actual+Encum)	$	17,951.37
		Available Budget	$	315,369.63
Does item have a direct cost?	Yes	Item Cost	$	275,370.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	39,999.63

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the "Contract") is made between the City of Fayetteville, Arkansas (hereinafter the "City") and Seven Hills Homeless Center, an Arkansas nonprofit corporation which filed its corporate documents with the Secretary of State in 2001 (hereinafter "7hills") on this day _____, 2026.

Whereas, the Board of Directors of 7hills has operated a daytime facility ("Day Center") to serve numerous unsheltered or housing insecure Fayetteville residents for over 20 years relying on the support of local churches, charities and charitable people as well as some governmental support;

Whereas, the Fayetteville City Council has approved the City's 2026 budget and the City's 2026-2030 Capital Improvements Program, which both include funding for 7hills;

Whereas, each year since 2017, the City Council has authorized contracts to provide funding assistance for repairs at 7hills' transitional housing facility ("Walker Family Residential Community");

Whereas, 7hills and Facilities Management have identified planned repairs to help support the Walker Family Residential Community facility, including parking lot and driveway repairs;

Whereas, if 7hills could no longer operate Walker Family Residential Community, currently housed residents may become unsheltered again and must live on the streets, in the woods, or in other unstable living situations;

Whereas, if 7hills could no longer operate its Day Center, the number of homeless residents who depend on the facility for services would not receive comparable services elsewhere; and

Whereas, the facilities and services provided by 7hills are required to be continued and should continue to be supported by the City to prevent our homeless residents from suffering undue hardship and deprivation.

NOW, THEREFORE, The City of Fayetteville and the Board of Directors of Seven Hills Homeless Center agree as follows:

1. Contract Amount. The City agrees to pay 7hills the sum of TEN THOUSAND FOUR HUNDRED and FORTY-SEVEN DOLLARS AND FIFTY CENTS ($10,447.50) on the first Wednesday of each month beginning in January 2026.
2. Term. The term of this contract shall be January 1, 2026 to December 31, 2026 unless terminated by the City for failure of 7hills to comply with all provisions and requirements of this contract.

3. Ongoing Maintenance and Operations. 7hills shall provide all necessary personnel, supplies, utilities, and maintenance of its facilities to serve the City's homeless residents who are utilizing and will continue to utilize 7hills.
4. Day Center. 7hills shall continue to offer all programs and services that 7hills provided in the previous year at its Day Center. This includes but is not limited to meals, showers, telephone services, and job assistance services.
5. Walker Family Residential Community. 7hills shall provide all necessary personnel, supplies, utilities, and maintenance of the Walker Family Residential Community facility to provide transitional housing that 7hills provided in the previous year at its transitional housing facility. 7hills will work with the Facilities Management Division and the Chief Housing Officer to utilize City funds set aside for facilities maintenance in the amount of $150,000.00 for capital improvements, including driveway and parking lot repairs, at the Walker Family Residential Community. Improvements utilizing these funds shall be pre-authorized and approved in writing by Facilities Management and the Chief Housing Officer before the commencement of work. 7hills shall comply with City's purchasing policies for all approved expenditures. The City may disperse funds prior to commencement of a repair or maintenance project with a valid contract or purchase order or may reimburse 7hills for completed repair or maintenance work only for projects that were approved in writing prior to the commencement of the work.
6. Extreme Weather Response. 7hills shall continue to operate and/or manage extreme weather sheltering services in coordination with other service providers, the logistical details of which will be outlined in a Memorandum of Understanding agreed upon by both parties. To the extent reimbursement funding is available from the City, 7hills shall obtain approval from the City's Chief Housing Officer in advance to access those funds.
7. Financials. 7hills shall continue to make diligent efforts to stabilize its long-term funding, and 7hills shall provide quarterly financial reports to the Chief Housing Officer. These reports shall be delivered on or before April 15, July 15, October 15, and January 15.
8. Reporting. 7hills shall provide quarterly written reports to the Chief Housing Officer no later than the 15 days after the last month of each quarter that provide qualitative and quantitative analysis of 7hills' services at its Day Center and Walker Family Residential Community. 7hills shall coordinate with the Chief Housing Officer to determine appropriate reporting metrics. 7hills shall also appear twice yearly, in May and November, before the Fayetteville City Council and provide a detailed report of its activities across all aspects of this contract in coordination with the Chief Housing Officer.

9. Termination. Either party to this Contract shall have the absolute right at any time to terminate this Contract by providing the other party with ninety (90) days advance written notice.

IN WITNESS HEREOF, the parties hereto have caused their signatures to be set by their authorized representatives effective the date signed by the Mayor after approval by the Fayetteville City Council.

SEVEN HILLS HOMELESS CENTER

R. Read Hudson

Read Hudson, Chairman of the Board

Becci Jones, Chief Executive Officer

Date: February 17, 2024

CITY OF FAYETTEVILLE

Molly Rawn, Mayor

Date: _____

ATTEST:

Kara Paxton, City Clerk/Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1390

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Chris Brown, Public Works Director

SUBJECT: **A Resolution Approving a Contract with Hutton Corporation in the amount of $166,647.00 for Installation of Security Bollards at the Upper Ramble and approving a Contingency in the amount of $20,000.**

RECOMMENDATION:
Staff recommends approval of a Resolution approving a contract in the amount of $166,647.00 with Hutton Corporation for installation of high security bollards at the Upper Ramble, contingency in the amount of $20,000, and approval of a budget amendment.

BACKGROUND:
The Upper Ramble hosts large gatherings and includes three corner locations where vehicular access is possible, presenting a safety risk that warrants mitigation. A combination of retractable and removable bollards planned to reduce the risk of unauthorized vehicular access to the park.

The City Council has previously approved purchase of these bollards from Delta Scientific Corporation. Delta Scientific has provided a shipping date of no later than May 28th.

DISCUSSION:
Bids for this project were opened on April 14th. Hutton Corporation of Wichita, KS is the lowest responsive bidder on the project at $166,647.00. Two other bids were submitted but were rejected due to missing information in their bids.

This contract includes a required completion date of June 19th, contingent on receipt of the bollards by June 1st. Due to this tight timeframe, a relatively large contract contingency is requested so that contract additions for unforeseen conditions can be approved administratively.

BUDGET/STAFF IMPACT:
Funds for this contract are being moved to the Arts Corridor 2022 Bond Funds project with the included budget amendment.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Hutton Agreement - Upper Ramble Bollard Installation, 6. Bid 26-32, Bid Tab - Final, 7. Bid 26-32, FILE #02 - Plans

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

File #: 2026-1390

A RESOLUTION TO AWARD BID 26-32 AND AUTHORIZE A CONTRACT WITH HUTTON CORPORATION IN THE AMOUNT OF $166,647.00 FOR THE INSTALLATION OF SECURITY BOLLARDS IN THE UPPER RAMBLE, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $20,000.00, AND TO APPROVE A BUDGET AMENDMENT

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 26-32 and authorizes a contract with Hutton Corporation in the amount of $166,647.00 for the installation of security bollards in the Upper Ramble, and further approves a project contingency in the amount of $20,000.00.

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

City of Fayetteville Staff Review Form

2026-1390

Legistar File ID

5/5/2026

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

Sara Combs	4/16/2026	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Resolution approving a contract in the amount of $166,647.00 with Hutton Corporation for installation of high security bollards at the Upper Ramble, contingency in the amount of $20,000, and approval of a budget amendment.

Budget Impact:

4470.090.8900-5315.00	Sales Tax Capital
Account Number	Fund
46080.7800	Arts Corridor 2022 Bond Funds
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	18,194.00
		Funds Obligated	$	18,193.59
		Current Balance	**$**	**0.41**
Does item have a cost?	Yes	Item Cost	$	186,647.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	186,647.00
		Remaining Budget	**$**	**0.41**

V20180321

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Amendment/Adjustment (Agenda)

Budget Year	Division /Org2	ENGINEERING (621)	BA Number
2026	Requestor:	Sara Combs	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

Staff recommends approval of a Resolution approving a contract in the amount of $166,647.00 with Hutton Corporation for installation of high security bollards at the Upper Ramble, contingency in the amount of $20,000, and approval of a budget amendment.

COUNCIL DATE: 5/5/2026

ITEM ID#: **2026-1390**

Holly Black
4/16/2026 2:12 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202646

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4470.090.8900-5315.00	166,647	-	46080	7800	EX	Contract Services
4470.090.8900-5911.99	20,000	-	46080	7800	EX	Contingency - Capital Project
4470.090.8900-5400.00	(186,647)	-	15008	1	EX	Building & Grounds - Maintenance
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: UPPER RAMBLE BOLLARD INSTALLATION

Contract No.: BID 26-32, CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between The City of Fayetteville, Arkansas and Hutton Corporation (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:

Demolishing the existing sidewalk, performing excavation and installing bollards with footings and new concrete pavement.

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 Contractor shall achieve Substantial Completion of the Project on or before June 19, 2026.** This completion deadline is expressly contingent upon the City's receipt of the bollards procured for the Project on or before June 1, 2026. In the event the bollards are not received by June 1, 2026, the Contract Time shall be equitably adjusted to account for the delay, and the Contractor shall not be held responsible for failure to meet the June 19, 2026 completion date to the extent such failure is caused by the delayed delivery.

B. Final Completion shall be achieved within thirty (30) days after Substantial Completion, at which time the Project shall be eligible for final payment in accordance with the General Conditions of the Contract.

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 Seven Hundred Fifty Dollars ($750.00) 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: **UPPER RAMBLE BOLLARD INSTALLATION**
8. Addenda numbers 1-3 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: Andy Buessing	By: Molly Rawn
(Type or legibly print)	
Andy Buessing	
(Signature)	(Signature)
Title: President	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 _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

111 N. Sycamore

Wichita, KS 67203

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 01533 20526

Agent for Service of process

Andy Buessing

(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

BID TABULATION

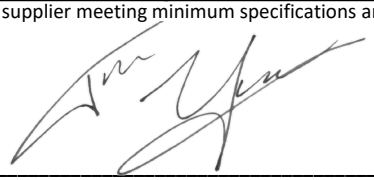
Bid 26-32, Construction - Upper Ramble Bollard Installation

Deadline: Tuesday, April 14, 2026 at 2:00 PM

Certification of Funds: $220,000 *($275,000 maximum allowed)*

				Incomplete		Incomplete			
				Sandridge Construction		Oelke Construction Company		Hutton Design Build	
			Total	$91,280.00		$96,423.49		$166,647.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization	1	LS	$3,000.00	$3,000.00	$4,500.00	$4,500.00	**$850.00**	$850.00
2	Insurance & Bonding	1	LS	$6,100.00	$6,100.00	$3,500.00	$3,500.00	**$2,872.00**	$2,872.00
3	Trench & Excavation Safety	1	LS	**$1,500.00**	$1,500.00	$1,800.00	$1,800.00	$2,500.00	$2,500.00
4	Construction Control	1	LS	$3,000.00	$3,000.00	$3,700.00	$3,700.00	**$1,200.00**	$1,200.00
5	Erosion Control	1	LS	$1,500.00	$1,500.00	$2,800.00	$2,800.00	**$500.00**	$500.00
6	Temporary Construction Fencing (6-FT Chain Link)	400	LF	$12.00	$4,800.00	$6.25	$2,500.00	**$4.00**	$1,600.00
7	Demolition of Concrete Pavement (Unreinforced)	30	SY	$90.00	$2,700.00	$110.00	$3,300.00	**$55.00**	$1,650.00
8	Demolition of Concrete Pavement (Reinforced)	85	SY	$100.00	$8,500.00	$120.00	$10,200.00	**$55.00**	$4,675.00
9	Remove and Reinstall 2'x4" Pavers	20	SY	**$200.00**	$4,000.00	$575.00	$11,500.00	$900.00	$18,000.00
10	6" Thick Fiber Reinforced Concrete w/Class 7 Base	30	SY	$232.00	$6,960.00	**$104.00**	$3,120.00	$890.00	$26,700.00
11	6" Thick Steel Reinforced Concrete w/Class 7 Base	85	SY	$232.00	$19,720.00	**$125.00**	$10,625.00	$500.00	$42,500.00
12	Retractable Bollard Footing (Single Bollard)	2	EA	$4,500.00	$9,000.00	**$2,279.00**	$4,558.00	$10,600.00	$21,200.00
13	Retractable Bollard Footing (Double Bollard)	1	EA	**$4,270.00**	$4,270.00	$8,757.00	$8,757.00	$9,200.00	$9,200.00
14	Retractable Bollard Footing (Triple Bollard)	1	EA	**$7,630.00**	$7,630.00	$9,551.00	$9,551.00	$19,000.00	$19,000.00
15	Fixed Bollard Footing (5-Bollard Array)	1	LS	**$5,600.00**	$5,600.00	$13,012.49	$13,012.49	$8,700.00	$8,700.00
16	Traffic Control Maintenance	1	LS	**$3,000.00**	$3,000.00	**$3,000.00**	$3,000.00	$5,500.00	$5,500.00

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



Trevel Young, Procurement Agent

Kenny Fitch, Sr Procurement Agent

WASHINGTON COUNTY, ARKANSAS

UPPER RAMBLE BOLLARD INSTALLATION PROJECT

CITY OF FAYETTEVILLE

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX OF SHEETS
2	NOTES & LEGEND
3	SUPPLEMENTAL CONSTRUCTION NOTES
4	BOLLARD LOCATIONS #1- #4 OVERALL PLAN
5	BOLLARD LOCATIONS #1 - #4 PLAN VIEW
6	DELTA SCIENTIFIC DSC 720 COUNTERWEIGHT BOLLARD
7	DELTA SCIENTIFIC DSC720M-SS CW BOLLARD, 25FT. RADIUS FOUNDATION GENERAL ARRANGEMENT
8	DELTA SCIENTIFIC DSC700 SERIES COUNTERWEIGHTED BOLLARD FOUNDATION SPECIFICATION
9	DELTA SCIENTIFIC MODEL DSC720M-SS FULLY WELDED COVER/LID STAINLESS STEEL
10	DELTA SCIENTIFIC DSC700M INSTALLATION INSTRUCTIONS
11	DELTA SCIENTIFIC DSC 600-1 OPTIONAL FOUNDATION, 25FT. RADIUS
12	DELTA SCIENTIFIC DSC600-SS FULLY WELDED COVER (SLEEVE/LID), STAINLESS STEEL
13	DELTA SCIENTIFIC DSC600 INSTALLATION INSTRUCTIONS & CONCRETE SPECIFICATIONS
14	PAVEMENT DETAILS
15	UPPER RAMBLE DETOUR MAP #1
16	UPPER RAMBLE DETOUR MAP #2

VICINITY MAP
NTS

811 Know what's below. Call before you dig.

BID SET

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 17159
MATTHEW BLANCHARD

CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION

PHONE: (479) 575-8206

GENERAL NOTES:

1. THE CONTRACTOR IS TO CHECK AND VERIFY ALL MEASUREMENTS, DIMENSIONS, LEVELS, PLAN ELEVATIONS, INVERTS, ETC. BEFORE ORDERING MATERIALS AND PROCEEDING WITH THE WORK, AND IS TO BE RESPONSIBLE FOR THE SAME. REMEDIAL WORK RESULTING FROM LACK OF VERIFICATIONS WILL BE AT THE CONTRACTOR'S EXPENSE.
2. ALL ROADWAY CUTS SHALL BE TEMPORARILY OR PERMANENTLY REPAIRED WITHIN 24 HOURS OF COMPLETION OF TRENCH BACKFILL.
3. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND HUBS DURING THE CONSTRUCTION OF HIS/HER WORK, AND SHALL BEAR THE COST OF REPLACING SAME.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND THE REQUIREMENTS AND STANDARDS OF LOCAL GOVERNING AUTHORITY. CARE SHALL BE TAKEN TO PROTECT ANY UTILITIES, TREES, ETC. WHICH ARE TO REMAIN AND NOT TO BE DISTURBED BY THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO SUCH PROPERTY.
5. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL THE PLANS AND OTHER DOCUMENTS APPROVED BY ALL THE PERMITTING AUTHORITIES.
6. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE WORK AND THE PUBLIC, INCLUDING BARRICADES, WARNING SIGN, LIGHTS OR OTHER DEVICES SOLELY AT THE DETERMINATION OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PROPERTY PREMISES, OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION OF THE WORK, WHETHER CAUSED BY THE CONTRACTOR, SUBCONTRACTORS, OR THE CARELESSNESS OF ANY OF THEIR EMPLOYEES.
8. ALL PAY ITEMS HAVE BEEN EXPLICITLY SET FORTH AS SUCH IN THE PROPOSAL, ALL OTHER ITEMS OF COST ARE TO BE INCLUDED IN THE PRICE OF THE ITEMS ACTUALLY BID UPON.
9. THE CONTRACTOR SHALL PROVIDE SUCH BRACING, SHEETING AND SHORING, BLASTING PROTECTION, WARNING LIGHTS, AND BARRICADES, ETC. AS MAY BE NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY FOR EMPLOYEES AND THE GENERAL PUBLIC. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY STATUTES AND RULES REQUIRING CERTAIN PROTECTIVE PERSONAL APPAREL SUCH AS HARD HATS, EAR PLUGS, EYE SHIELD, PROTECTIVE SHOES, ETC. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY OR LIABILITY FOR ACTIONS TAKEN BY THE CONTRACTOR WHICH ENDANGER LIFE AND PROPERTY.
10. ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE LAND OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUES.
11. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE DORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.
12. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. DAILY AND MORE OFTEN IF NECESSARY, INSPECT AND PICK UP ALL SCRAP, DEBRIS, AND WASTE MATERIAL.
13. THE CONTRACTOR SHALL PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNMARRED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY THE OWNER.
14. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL CLEAN THE PAVED AREAS PRIOR TO REMOVAL OF TEMPORARY SEDIMENT CONTROLS, AS DIRECTED BY THE CITY AND/OR CONSTRUCTION/PROJECT MANAGER. IF POWER WASHING IS USED, NO SEDIMENT LADEN WATER SHALL BE WASHED INTO THE STORM SYSTEM. ALL SEDIMENT LADEN MATERIAL ON PAVEMENT OR WITHIN THE STORM SYSTEM SHALL BE COLLECTED AND REMOVED FROM THE THE SITE AT CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL AT ALL TIMES ENSURE THAT SWPPP MEASURES PROTECTING EXISTING DRAINAGE FACILITIES BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY PHASE OF THE SITE CONSTRUCTION NOR LAND ALTERATION.
16. THE CONTRACTOR SHALL PERFORM ALL QUANTITY TAKEOFFS REQUIRED FOR BIDDING AND CONSTRUCTION OF THIS PROJECT.
17. EXCAVATED AREAS SHALL BE PROTECTED & SIGNED IN SUCH A WAY TO NOTIFY AND PREVENT THE PUBLIC FROM ENTERING.
18. ACCESS TO DRIVEWAYS AND MAILBOXES SHALL BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT.

GRADING:

1. UNSUITABLE SOILS SHALL BE UNIFORMLY SPREAD ACROSS NON-STRUCTURAL FILL AREAS, COVERED WITH TOPSOIL, AND VEGETATED PER DRAWINGS.
2. FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER TIRED EQUIPMENT A MINIMUM WEIGHT OF 15 TONS PRIOR TO BEGINNING FILL OPERATION. AREAS WHICH ARE SOFT OR UNSTABLE SHALL BE UNDERCUT UNTIL STABLE SOILS ARE FOUND.
3. FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 8".
4. FILL AREAS SHALL BE COMPACTED WITH PROPER EQUIPMENT SUITABLE FOR THE SITUATION AND ENVIRONMENT.
5. FILL AREAS SHALL BE FINISH GRADED TO PROVIDE AN ACCEPTABLE SUBGRADE TO APPLY SEED AND MULCH.
6. ALL AREAS WILL BE GRADED TO PROVIDE PROPER DRAINAGE AND PREVENT STANDING WATER.
7. ALL FILL AND CUT SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED ON THE PLANS.
8. STRIP, STOCKPILE AND REPLACE TOPSOIL IN DISTURBED AREAS, ANY STORED TOPSOIL MUST BE SURROUNDED BY SILT FENCE.
9. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL VEGETATED AREAS WITHIN THE CONSTRUCTION LIMITS BY WAY OF WATERING, FERTILIZING, MULCHING, AND MOWING UNTIL APPROVED AND ACCEPTED BY THE OWNER.

UTILITIES:

1. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER. BEFORE YOU DIG CALL 811 TO HAVE EXISTING UTILITIES MARKED.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXITING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.

CLEARING AND GRUBBING:

1. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION LINES INDICATED ON THE PLANS.
2. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE CROSSED BY HEAVY EQUIPMENT OR USED FOR STORING HEAVY EQUIPMENT OR MATERIALS.
3. NO EQUIPMENT SHALL BE STORED UNDER THE DRIP LINE OF ANY TREES TO REMAIN.
4. DO NOT PUSH PILES OR DEBRIS AGAINST TREES TO REMAIN.
5. REMOVE ALL STUMPS, ROCKS, ASPHALT AND CONCRETE DEBRIS, ETC. WITHIN CLEARING LIMITS AND DISPOSE OFF SITE IN ACCORDANCE WITH LOCAL, COUNTY , STATE AND FEDERAL REGULATIONS .
6. CONTACT ALL UTILITIES LOCATED WITHIN THE CLEARING AND GRUBBING LIMITS.
7. PRIOR TO CLEARING AND GRUBBING ALL EROSION CONTROL MEASURES SHALL BE INSTALLED.
8. COORDINATE ALL BURNING ACTIVITIES WITH FAYETTEVILLE FIRE DEPARTMENT.

UTILITY CONTACTS

FAYETTEVILLE WATER & SEWER
AARON WATKINS
OPERATIONS MANAGER
OFFICE PHONE: 479-575-8392
EMAIL: AWATKINS@FAYETTEVILLE-AR.GOV

COX COMMUNICATIONS
BILL SMITH
CONSTRUCTION PLANNER
OFFICE PHONE: 479-957-2079
EMAIL: BILL.SMITH@COX.COM

AT&T
BRYAN WILLIAMS
ENGINEER
OFFICE PHONE:479-249-5194
EMAIL: AW9156@ATT.COM

BLACK HILLS ENERGY
SCOTT STOKES
UTILITY CONSTRUCTION MGR.
OFFICE PHONE: 479-601-8383
EMAIL: SCOTT.STOKES@BLACKHILLSCORP.COM

SWEPCO ELECTRIC
HAYDEN MERRITT
DISTRIBUTION ENGINEER
WORK PHONE: 903-285-3196
EMAIL: HMMERRITT@AEP.COM

OZARKS ELECTRIC
LONNIE GRANT
STAKING TECH. III
WORK PHONE: 479-684-4691
CELL: 479-267-8563
EMAIL: LGRANT@OZARKSECC.COM

CITY OF FAYETTEVILLE CONTACTS

MATT BLANCHARD
STAFF ENGINEER
OFFICE PHONE: 479-575-8205
EMAIL: MBLANCHARD@FAYETTEVILLE-AR.GOV

CHASE WEBB
STAFF ENGINEER
OFFICE PHONE: 479-444-3424
EMAIL: CWEBB@FAYETTEVILLE-AR.GOV

JUSTIN BLAND
CITY ENGINEER
OFFICE PHONE: 479-718-7623
EMAIL: JBLAND@FAYETTEVILLE-AR.GOV

LEGEND

LINETYPES

EXISTING	PROPOSED	
W-12	W-12	Waterline (size noted)
S-6		Sanitary Sewer (size noted)
GAS		Gas Line
TV		Underground TV Cable
OHE		Overhead Electric
UGE		Underground Electric Cable
UGT		Underground Telephone Cable
x x		Fence
1380	1380	Contours
		Edge of Pavement
		Centerline Road
EX. ROW	PROP. ROW	Right of Way
EX. UE	PROP. UE	Utility Easement
	DE	Drainage Easement
	TCE	Temporary Construction Easement
	WTL	Wattle (Erosion Control)
LOC		Limits of Construction
		Existing Ground (Cross Section)

SYMBOLS

PP	Power Pole		Ex. Storm Inlet
LP	Light Pole		Prop. S/S Manhole
GAS METER	Gas Meter		Ex. S/S Manhole and Line
	Guy Wire		Wattle
	Sign		Mill
	Tree w/"X" Dia.		Rip Rap
TR	Telephone Box or Riser	EP	Electric Pedestal
	Transformer Pad	M	Electric Meter
WM	Water Meter		
WV	Water Valve		
	Fire Hydrant Assembly		
	Storm Structure (Size Noted)		
	Flared End Section		
S	Ex. Sanitary Sewer Manhole		
	Proposed Concrete		
	Proposed Asphalt		
	Demo		

EROSION CONTROL NOTES:

1. THE SWPPP MUST REMAIN ON SITE AT ALL TIMES.
2. BMP'S SHALL BE IMPLEMENTED TO PREVENT THE RELEASE OF AIRBORNE DUST AND WATERBORNE SEDIMENT FROM CONSTRUCTION SITES. DISTURBED AREAS SHALL BE MINIMIZED, DISTURBED SOIL AND CONSTRUCTION SITE ENTRANCES/EXITS SHALL BE MANAGED TO PREVENT SEDIMENT TRACKING. STREETS AND STORM INLETS MUST BE KEPT CLEAN AT ALL TIMES AND FREE OF LOOSE ROCK, MUD, DEBRIS, AND TRASH. MUD ON THE STREETS MUST BE PHYSICALLY REMOVED AND NOT WASHED OFF.
3. CONSTRUCTION ACTIVITIES SHALL BE MAINTAINED SO THAT ADJACENT PROPERTIES ARE NOT UNREASONABLY BURDENED WITH SURFACE WATERS AS A RESULT OF SUCH DEVELOPMENT. MORE SPECIFICALLY, NEW DEVELOPMENT MAY NOT UNREASONABLY IMPEDE WATER RUNOFF FROM HIGHER PROPERTIES NOR MAY IN UNREASONABLY CHANNEL WATER TO LOWER PROPERTIES.
4. LAND SHALL BE REVEGETATED AND RESTORED AS CLOSE TO ITS ORIGINAL CONDITIONS SO FAR AS TO MINIMIZE RUNOFF AND EROSION ARE CONCERNED.
5. A RECORD OF THE DATES WHEN GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED SHALL BE INCLUDED IN THE EROSION AND SEDIMENT CONTROL PLAN. EXCEPT IN (A) AND (B) BELOW, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
   (A). WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
   (B). WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED, (E.G. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 21 DAYS) THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASED.
   (C). STABILIZATION PRACTICES MAY INCLUDE: TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, PROTECTION OF TREES, AND PRESERVATION OF MATURE VEGETATION AND OTHER APPROPRIATE MEASURES.
6. EXCAVATION MATERIAL SHALL NOT BE DEPOSITED IN OR SO NEAR STREAMS AND OTHER STORMWATER DRAINAGE SYSTEMS WHERE IT MAY BE WASHED DOWNSTREAM BY HIGH WATER OR RUNOFF. ALL EXCAVATION MATERIAL SHALL BE STABILIZED IMMEDIATELY WITH EROSION CONTROL MEASURES.
7. DEBRIS, MUD, AND SOIL IN PUBLIC STREETS SHALL NOT BE ALLOWED ON PUBLIC STREETS BUT IF ANY DEBRIS, MUD, OR SOIL FROM THE SITE REACHES THE PUBLIC STREET IT SHALL BE IMMEDIATELY REMOVED VIA SWEEPING OR OTHER METHODS OF PHYSICAL REMOVAL. DEBRIS, MUD, OR SOIL IN THE STREET MAY NOT BE WASHED OFF THE STREET OR WASHED INTO THE STORM DRAINAGE SYSTEM.
8. ALL STORAGE PILES OF SOIL, DIRT OR OTHER BUILDING MATERIALS SHALL BE LOCATED MORE THAN 25 FEET FROM ROADWAY, DRAINAGE CHANNEL OR STREAM, WETLAND, AND STORMWATER FACILITY.
9. CONCRETE TRUCK WASH AREAS. NO WASHING OF CONCRETE TRUCKS OR CHUTES IS ALLOWED EXCEPT IN PROPERLY LOCATED AND CONSTRUCTED CONCRETE WASH PITS. PROPER RUNOFF AND EROSION CONTROLS MUST BE IN PLACE TO RETAIN ALL CONCRETE WASH WATER.
10. DEWATERING. ALL RAINWATER PUMPED OUT OF SUMPS AND DEPRESSIONS ON CONSTRUCTION SITES SHOULD BE CLEAR AND FREE OF SEDIMENT.
11. PUBLIC STREETS AND SIDEWALKS SHALL NOT BE USED FOR TEMPORARY STORAGE OF ANY CONTAINERS OR CONSTRUCTION MATERIALS, ESPECIALLY LOOSE GRAVEL AND TOPSOIL.
12. TOPSOIL PILES SURFACES MUST BE IMMEDIATELY STABILIZED WITH APPROPRIATE STABILIZATION.
13. THE MAIN CONTRACTOR ONSITE WILL BE RESPONSIBLE FOR RESTORING ALL EROSION AND SEDIMENT CONTROL SYSTEMS AND PUBLIC INFRASTRUCTURE DAMAGED OR DISTURBED BY UNDERGROUND PRIVATE OR FRANCHISE UTILITY CONSTRUCTION SUCH AS WATER AND SEWER SERVICE LEADS, TELEPHONE, GAS, CABLE, ETC. EROSION AND SEDIMENT CONTROL SYSTEMS MUST BE IMMEDIATELY RESTORED AFTER EACH UTILITY CONSTRUCTION.
14. TOPSOIL: A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE REQUIRED IN AREAS TO BE REVEGETATED. ANY APPLICATION OF TOPSOIL AND SEEDING UNDER THE DRIP LINE OF A TREE SHOULD BE MINIMIZED TO 3 INCHES SO AS NOT TO DAMAGE THE ROOT SYSTEM OF THE TREE.
15. 10:1 UP TO 4:1 GRADE: REVEGETATION SHALL BE A MINIMUM OF HYDRO-SEEDING WITH MULCH AND FERTILIZER, OR STAKED SOD, OR GROUNDCOVER. SAID PLANTING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE THAT MINIMIZES EROSION AND RUNOFF IN NO MORE THAN TWO GROWING SEASONS.
16. 4:1 AND 3:1 GRADE: THE SLOPE SHALL BE COVERED WITH LANDSCAPE FABRIC AND HYDRO -SEEDED WITH MULCH AND FERTILIZER OR STAKED SOD GROUNDCOVER. SAID PLANTING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE IN NO MORE THAN TWO GROWING SEASONS.
17. SPILL PREVENTION AND CONTROL: THE CONTRACTOR SHALL EMPLOY BEST MANAGEMENT PRACTICES TO PREVENT POLLUTION BY SPILLS. POLLUTANTS SUCH AS CHEMICALS, FUELS, LUBRICANTS, ASPHALT, RAW SEWAGE, CONCRETE DRUM WASH WATER, AND OTHER HARMFUL WASTES SHALL NOT BE DISCHARGED INTO OR ALONG SIDE ANY WATERS OF THE UNITED STATES, BUT SHALL BE DISPOSED OF IN ACCORDANCE WITH GOVERNING STATE AND FEDERAL REGULATIONS. STORAGE OF THESE MATERIALS SHALL NOT BE ALLOWED WITHIN 100 FEET OF A WETLAND OR WATERBODY. (ATHD 110.06)
18. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL VEGETATED AREAS WITHIN THE CONSTRUCTION LIMITS BY WAY OF WATERING, FERTILIZING, MULCHING, AND MOWING UNTIL APPROVED AND ACCEPTED BY THE OWNER.

SURVEYED BY:
DRAWN BY: MB
DESIGNED BY:

TITLE: UPPER RAMBLE BOLLARD INSTALLATION PROJECT

GENERAL NOTES, CONTACTS & LEGEND

REVISED

BID SET

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 17159
MATTHEW BLANCHARD

CITY OF FAYETTEVILLE ARKANSAS
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206
FAX NO: (479) 575-8202

DATE: Mar 17, 2026

SHEET: 2

DRAWING: Upper Ramble Bollard Project Cover Notes Sheet

CONSTRUCTION NOTES:

1. PROTECTION OF EXISTING SURFACES

CONTRACTOR SHALL PROTECT ALL EXISTING CONCRETE, PAVERS, AND ADJACENT FINISHES FROM DAMAGE PRIOR TO BEGINNING OPERATIONS.

INSTALL PROTECTIVE SHEETING, PLYWOOD, OR EQUIVALENT BARRIER OVER SURROUNDING SURFACES TO PREVENT CRACKING, CHIPPING, OR STAINING. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE.

2. GENERAL BOLLARD INSTALLATION

INSTALL BOLLARDS AT THE LOCATIONS SHOWN ON THE PLANS.

SET BOLLARDS PLUMB, CENTERED AND TO GRADE.

MAINTAIN UNIFORM ALIGNMENT AND SPACING PER PLAN LAYOUT.

EXCAVATE TO THE DEPTH SHOWN ON THE DETAIL AND REMOVE ALL LOOSE AND UNSUITABLE MATERIAL PRIOR TO PLACEMENT.

INSTALL SHORING.

SET BOLLARDS IN CONCRETE FOOTINGS USING CAST-IN-PLACE CONCRETE.

PROTECT FINISHED BOLLARDS FROM DAMAGE DURING CONSTRUCTION AND REPLACE ANY DAMAGED OR MISALIGNED UNITS AT NO ADDITIONAL COST.

BOLLARD AND VAULT SURFACES SHALL BE CLEANED PRIOR TO SUBSTANTIAL COMPLETION.

3. RESTORATION

ANY DAMAGE TO EXISTING CONCRETE, PAVERS, OR ADJACENT FEATURES SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

RESTORE ALL PROTECTIVE MEASURES AND ADJACENT FINISHES TO THEIR ORIGINAL CONDITION AFTER COMPLETION.

SIDEWALK/TRAIL CLOSURE NOTES:

ALL SIDEWALK/TRAIL CLOSURES MUST BE APPROVED BY THE CITY OF FAYETTEVILLE ENGINEERING DIVISION.

FOR DETOUR PURPOSES, NO MORE THAN TWO LOCATIONS MAY BE CLOSED SIMULTANEOUSLY; HOWEVER, THIS CONDITION REMAINS SUBJECT TO FINAL APPROVAL.

CONTRACTOR SHALL PROVIDE ADVANCE NOTIFICATION TO THE CITY PRIOR TO CLOSING ANY PORTION OF THE SIDEWALK.

SIDEWALK CLOSURE SIGNAGE SHALL BE INSTALLED AT THE LIMITS OF THE CLOSURE AND AT THE NEAREST INTERSECTIONS TO PROVIDE ADEQUATE PEDESTRIAN WARNING. SIGNAGE SHALL MEET THE REQUIREMENTS OF THE MOST RECENT MUTCD.

PEDESTRIAN DETOUR ROUTES SHALL BE CLEARLY MARKED, ADA COMPLIANT, AND MAINTAINED FREE OF OBSTRUCTIONS AT ALL TIMES.

CONTRACTOR SHALL INSTALL BARRICADES, FENCING, OR OTHER APPROVED PROTECTIVE DEVICES TO FULLY RESTRICT PEDESTRIAN ACCESS TO CLOSED AREAS.

ACCESS TO ADJACENT PROPERTIES AND BUSINESSES SHALL BE MAINTAINED AT ALL TIMES UNLESS OTHERWISE APPROVED BY THE CITY.

SIDEWALK CLOSURES SHALL BE LIMITED TO THE MINIMUM LENGTH AND DURATION NECESSARY TO COMPLETE THE WORK.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD AND CITY STANDARDS.

CONTRACTOR SHALL RESTORE SIDEWALK ACCESS IMMEDIATELY UPON COMPLETION OF THE WORK OR AS DIRECTED BY THE CITY.

SURVEYED BY:

DRAWN BY: MB

DESIGNED BY:

TITLE: UPPER RAMBLE BOLLARD INSTALLATION PROJECT

SUPPLEMENTAL CONSTRUCTION NOTES

REVISED

BID SET

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REGISTERED PROFESSIONAL ENGINEER
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FAX NO. (479) 575-8202

DATE: Mar 17, 2026

SHEET: 3

DRAWING: Upper Ramble Bollard Project Cover Notes Sheet

50 0 50

Scale: 1" = 50'

FRISCO TRAIL/RAZORBACK GREENWAY

A & M RAILROAD

UPPER RAMBLE PARK

LOCATION #1
RETRACTABLE BOLLARD

LOCATION #2
RETRACTABLE & FIXED BOLLARDS

LOCATION #3
RETRACTABLE BOLLARD

LOCATION #4
RETRACTABLE BOLLARD

SPRING STREET

DICKSON STREET

WEST AVENUE

SURVEYED BY:

DRAWN BY: MB

DESIGNED BY:

TITLE:

UPPER RAMBLE BOLLARD INSTALLATION PROJECT

BOLLARD LOCATIONS #1 - #4
OVERALL PLAN

REVISED

BID SET

STATE OF ARKANSAS
REGISTERED
PROFESSIONAL
ENGINEER
No. 17159
MATTHEW BLANCHARD

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FAX NO: (479) 575-8202

DATE: Mar 17, 2026

SHEET: 4

DRAWING: Upper Ramble Bollard Project-1

10 0 10

Scale: 1" = 10'

COF MONUMENT

NORTHING: 639234.68
EASTING: 671898.89
ELEV: 1379.64

A & M RAILROAD

INSTALL 6" THICK FIBER REINFORCED CONCRETE SEE DETAIL SHEET 14

SAWCUT & REMOVE 12'-0" X 12'-2" SECTION OF NON-REINFORCED CONCRETE

DOWEL INTO EX. CONCRETE (TYP.) SEE DETAIL ON SHEET 14

INSTALL MANUAL RETRACTABLE STAINLESS STEEL BOLLARD (PROVIDED BY THE CITY), FOOTING REBAR SHOWN FOR INFORMATIONAL PURPOSES ONLY SEE DETAIL ON SHEET 8 FOR SPECIFIC REQUIREMENTS

REMOVE CONCRETE TRAIL TO EX. EXPANSION JOINT

FINISH CONCRETE FLUSH WITH ADJACENT PAVEMENT AND MATCH EXISTING SURFACE TEXTURE AND JOINT PATTERN

6'-1"
12'-2"
6'-1"
12'-0"

1334

DICKSON STREET

S-8

BOLLARD COORDINATES

#	NORTHING	EASTING
1	637849.32	672162.43

LOCATION #1

RETRACTABLE BOLLARD NORTHWEST CORNER

BOLLARD COORDINATES

#	NORTHING	EASTING
1	637815.25	672343.20
2	637820.53	672342.79
3	637825.59	672341.27
4	637830.21	672338.74
5	637834.20	672335.29
6	637837.37	672331.08
7	637839.59	672326.30
8	637840.76	672321.16

BOLLARDS #4-#8
INSTALL FIXED STAINLESS STEEL BOLLARDS WITH FOOTING MODULE & REBAR (BOLLARD, FOOTING MODULE & REBAR PROVIDED BY THE CITY), SEE DETAIL ON SHEET 11

EX. PAVERS SHALL BE REMOVED CAREFULLY AND REINSTALLED AROUND PROPOSED BOLLARDS, SEE DETAIL ON SHEET 14 FOR PAVER INFORMATION & INSTALLATION REQUIREMENTS

SAWCUT & REMOVE 31'-3" X 20'-0" SECTION OF REINFORCED CONCRETE

1332

31'-3"

FINISH CONCRETE FLUSH WITH ADJACENT PAVEMENT AND MATCH EXISTING SURFACE TEXTURE AND JOINT PATTERN

EX. 6'X6' RCB
LOCATION IS APPROXIMATE.
TOP OF BOX ELEV: 1327.30 +/-
EX. SURFACE ELEV: 1331.50 +/-

CONSTRUCTION LIMITS

4' TYP.

R25'

20'-0"

UPPER RAMBLE

DICKSON STREET

BOLLARDS #1-#3
INSTALL MANUAL RETRACTABLE STAINLESS STEEL BOLLARDS & FOOTING (BOLLARDS PROVIDED BY THE CITY), FOOTING REBAR SHOWN FOR INFORMATIONAL PURPOSES ONLY SEE DETAIL ON SHEET 7 FOR SPECIFIC REQUIREMENTS

UGE UGT

DOWEL INTO EX. CONCRETE (TYP.) SEE DETAIL ON SHEET 14

FOOTING CENTER DIMENSION
5'-8" X 13'-10"

INSTALL 6" THICK REINFORCED CONCRETE SEE DETAIL SHEET 14

LOCATION #2

RETRACTABLE/FIXED BOLLARDS NORTHEAST CORNER

SPRING STREET

W-6 W-9 S-18

1325

WV

3'-3"
8'-0"
11'-9"
1326
4'
3'-3"

INSTALL MANUAL RETRACTABLE STAINLESS STEEL BOLLARD & FOOTING (BOLLARD PROVIDED BY THE CITY), FOOTING REBAR SHOWN FOR INFORMATIONAL PURPOSES ONLY, SEE DETAIL ON SHEET 7 FOR SPECIFIC REQUIREMENTS

DOWEL INTO EX. CONCRETE (TYP.) SEE DETAIL ON SHEET 14

FINISH CONCRETE FLUSH WITH ADJACENT PAVEMENT AND MATCH EXISTING SURFACE TEXTURE AND JOINT PATTERN

SAWCUT & REMOVE 8'-0" X 11'-9" SECTION OF NON-REINFORCED CONCRETE

PROTECT EX. WATER FOUNTAIN & SIGN

FOOTING DIMENSION
5'-8" X 7'-0"

INSTALL 6" THICK FIBER REINFORCED CONCRETE SEE DETAIL SHEET 14

BOLLARD COORDINATES

#	NORTHING	EASTING
1	637321.05	672279.65
2	637323.89	672275.22

LOCATION #3

RETRACTABLE BOLLARD SOUTHEAST CORNER

BOLLARD COORDINATES

#	NORTHING	EASTING
1	637303.96	672325.81

SPRING STREET

INSTALL MANUAL RETRACTABLE STAINLESS STEEL BOLLARD & FOOTING (BOLLARD PROVIDED BY THE CITY), FOOTING REBAR SHOWN FOR INFORMATIONAL PURPOSES ONLY, SEE DETAIL ON SHEET 8 FOR SPECIFIC REQUIREMENTS

"CAUTION" AT&T

CAUTION WATER & SEWER LINE

FINISH CONCRETE FLUSH WITH ADJACENT PAVEMENT AND MATCH EXISTING SURFACE TEXTURE AND JOINT PATTERN

1328

8'

4'-4"

10'

BUTT JOINTS ON ALL SIDES WITH $\frac{1}{8}$"R EDGE

DOWEL INTO EX. CONCRETE (TYP.) SEE DETAIL ON SHEET 14

INSTALL 6" THICK REINFORCED CONCRETE SEE DETAIL SHEET 14

SAWCUT & REMOVE 10' X 8' SECTION OF REINFORCED CONCRETE

LOCATION #4

RETRACTABLE BOLLARD SOUTHEAST CORNER

WEST AVENUE

SURVEYED BY:
DRAWN BY: MB
DESIGNED BY:

TITLE:
UPPER RAMBLE BOLLARD INSTALLATION PROJECT
BOLLARD LOCATIONS #1 - #4
PLAN VIEW

REVISED

BID SET

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 17159
MATTHEW BLANCHARD

CITY OF FAYETTEVILLE ARKANSAS
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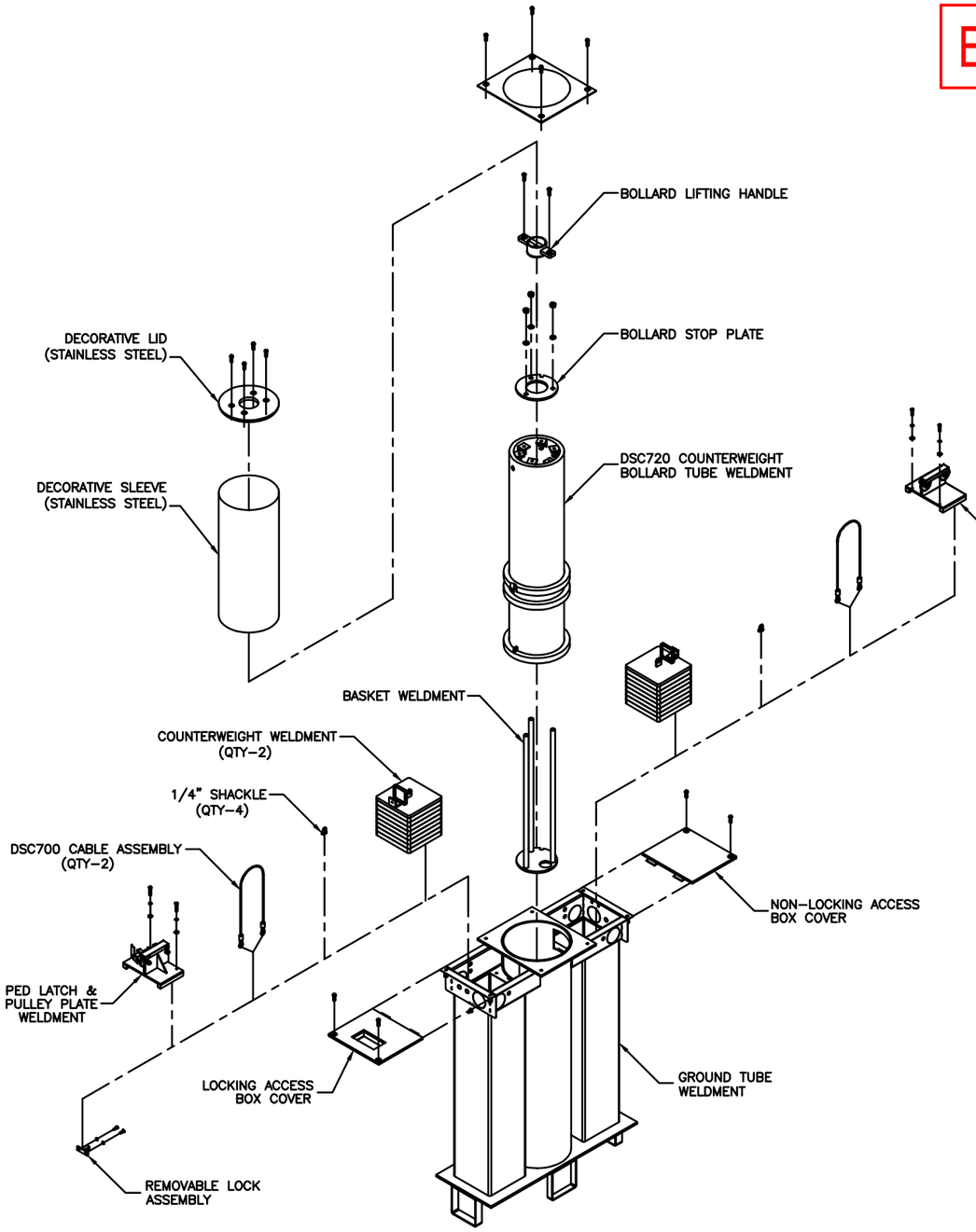
113 W. MOUNTAIN STREET
PHONE NO. (479) 575-8206 FAX NO. (479) 575-8202

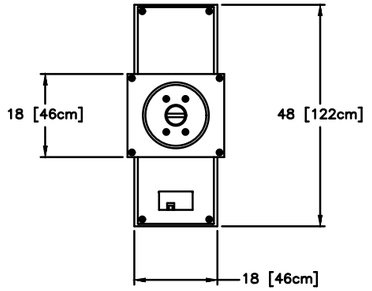
DATE: Mar 17, 2026

SHEET: 5

DRAWING: Upper Ramble Bollard Project-1

BOLLARD PROVIDED BY THE CITY



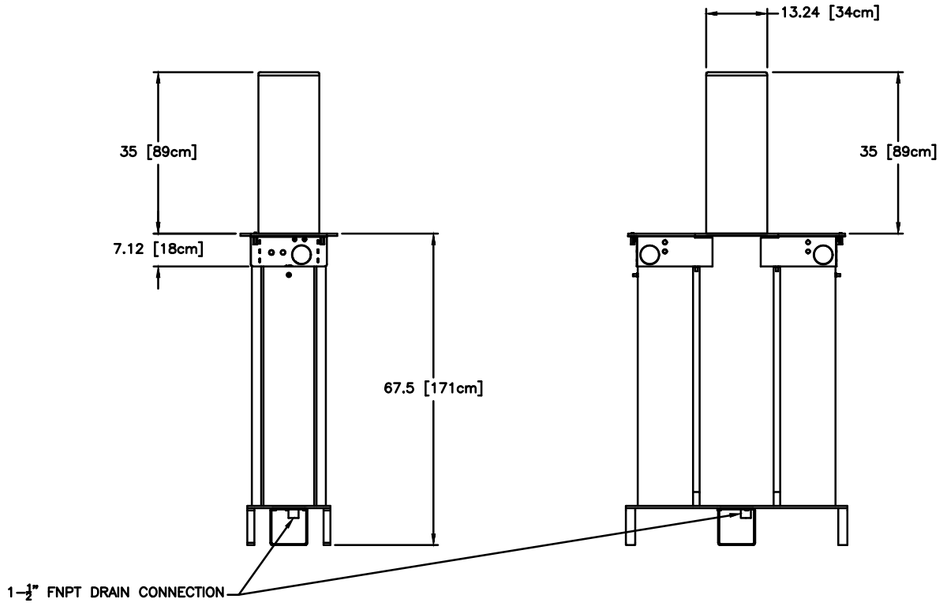


NOTES: UNLESS OTHERWISE SPECIFIED

1. FINISH:
   FOUNDATION AND INTERNALS: ZINC RICH GREY PRIMER
2. OPTIONAL ITEMS

(A)	HEATER, 200 WATTS @ 120 VOLTS	B1200
(A)	HEATER, 200 WATTS @ 240 VOLTS	B1201
(B)	LIMIT SWITCH, FULLY DOWN	B2015
(C)	LIMIT SWITCH, FULLY UP	B2016

3. STAINLESS STEEL SLEEVE #4 BRUSHED FINISH
   TOP PLATES HEAVY SAND BLAST FOR NON-SKID



SHEET: 6

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UNLESS OTHERWISE NOTED DIMENSIONS ARE IN INCHES

TOLERANCES
X = ±.060
XX = ±.030
XXX = ±.010
ANGLES = ±.5°

SURFACE FINISH 125

REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

DELTA SCIENTIFIC CORPORATION
40355 DELTA LANE
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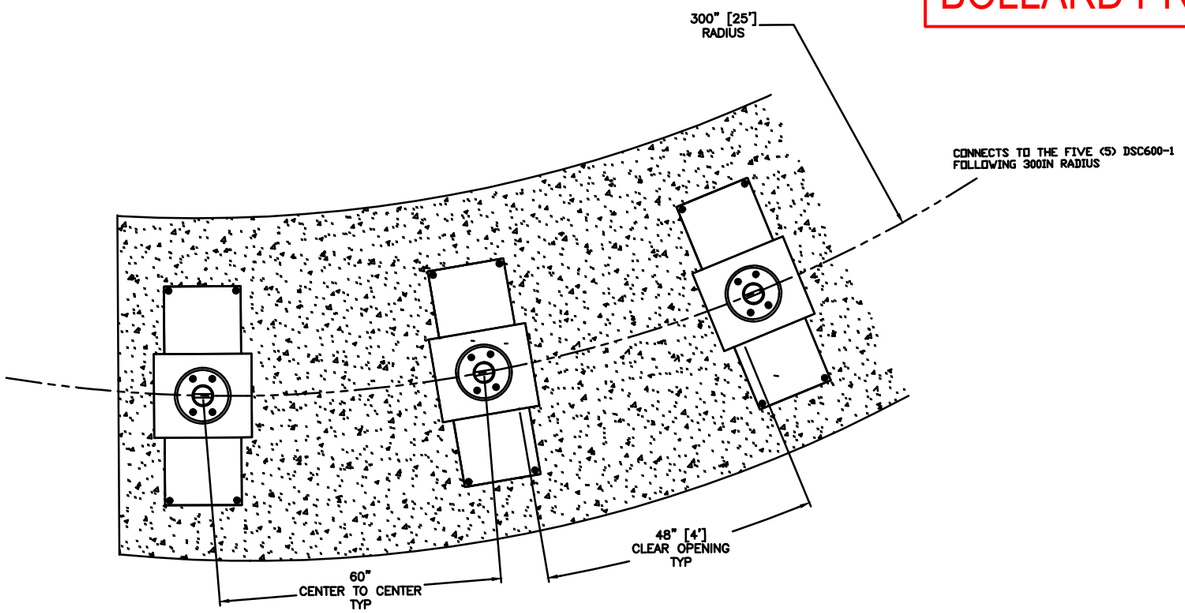
(661) 575-1100 FAX (661) 575-1109

DSC720M-SS COUNTERWEIGHT BOLLARD GENERAL ARRANGEMENT

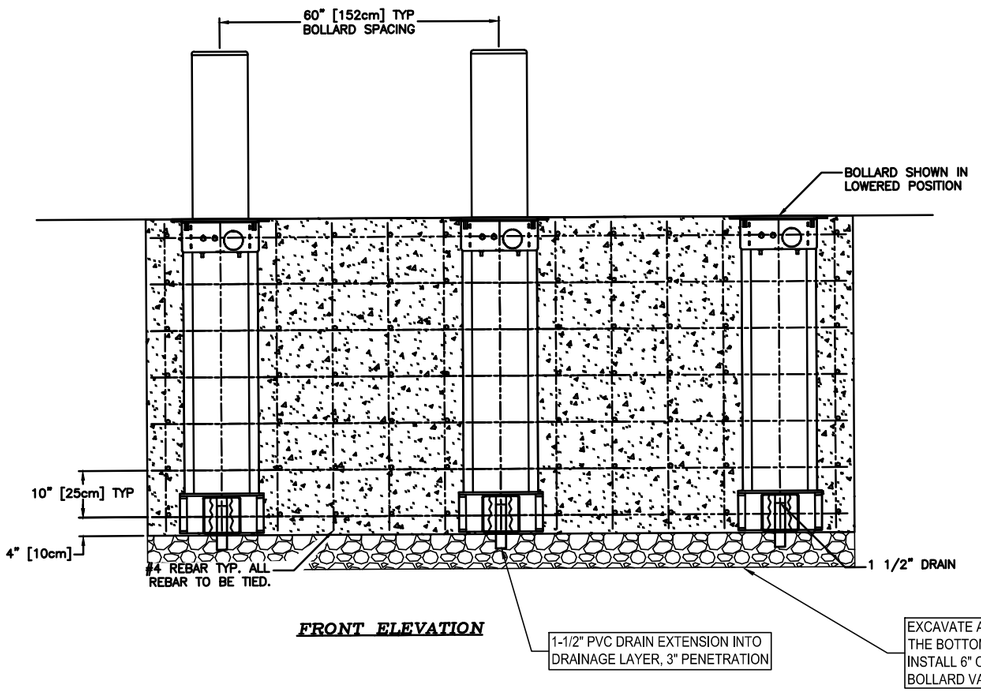
DRWN BY: J.FRIEND	DATE: 09/28/12	DRAWING NO.: 90458SS	REV.: –
CHKD BY:	DATE:		
APPVD BY:	DATE:	SCALE: 1:16 (D SIZE)	SHEET: 1 OF 1

BOLLARD PROVIDED BY THE CITY

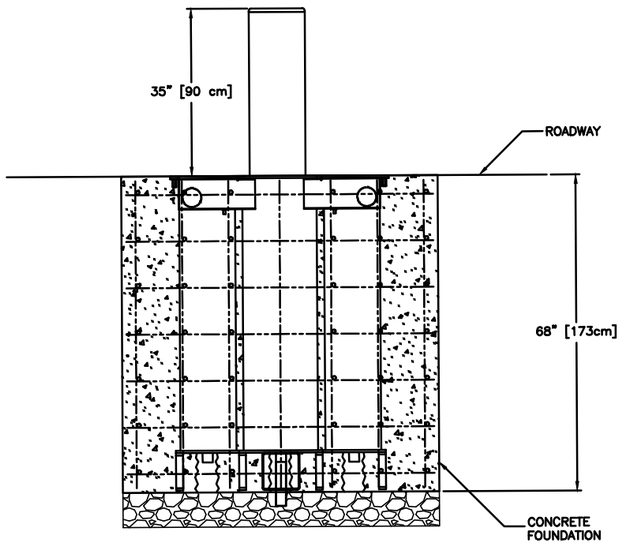


CONCRETE NOTES & RECOMMENDED SPECIFICATIONS:

1. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE.
2. FOUNDATION CONCRETE MAY BE PLACED DIRECTLY INTO NEAT EXCAVATIONS, PROVIDED THE SIDES OF THE EXCAVATION ARE STABLE. WHERE CAVING OCCURS, PROVIDE SHORING. TYPE AND METHOD OF SHORING SHALL BE AT CONTRACTORS OPTION.
3. THE EXCAVATION SHALL BE KEPT DRY AT ALL TIMES. GROUND WATER, IF ENCOUNTERED, SHALL BE PUMPED FROM THE EXCAVATION.
4. CONCRETE SHALL BE LABORATORY DESIGNED, MACHINE MIXED, PRODUCING 3,000 PSI (20,68 MPA) AT 28 DAYS.
5. CEMENT SHALL BE TESTED PORTLAND CEMENT CONFORMING TO ASTM C150, TYPE II ONLY.
6. AGGREGATES SHALL CONFORM TO ASTM C33 & B GRADE PER STANDARD SPECIFICATIONS. MAXIMUM SIZE OF AGGREGATE SHALL BE 1-1/2 INCHES (38mm).
7. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60 (60,000 PSI OR 413.7MPA).
8. HOOKS AND BENDS SHALL CONFORM TO ACI STANDARD 318. LATEST REVISION. INSIDE DIAMETER OF HOOKS AND BENDS SHALL BE AT LEAST SIX (6) BAR DIAMETERS.
9. PROVIDE SPACER BARS, CHAIRS, SPREADERS, BLOCKS, ETC. AS REQUIRED TO POSITIVELY HOLD THE STEEL IN PLACE BEFORE CONCRETE IS POURED.
10. CONCRETE SHALL BE CONVEYED FROM THE MIXER TO FINAL DEPOSIT BY METHODS THAT WILL PREVENT SEPARATION OR LOSS OF MATERIALS.
11. CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY SUITABLE MEANS DURING PLACEMENT AND SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES AND CORNERS OF FORMS.
12. CONCRETE SHALL BE MAINTAINED ABOVE 50°F (10°C) AND IN A MOIST CONDITION FOR AT LEAST SEVEN (7) DAYS AFTER PLACEMENT. ADEQUATE EQUIPMENT SHALL BE PROVIDED FOR HEATING CONCRETE MATERIALS AND PROTECTING CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER.
13. WHERE EXTERIOR WALL FACE REQUIRES SHORING AND/OR FORMING, THE FORMS SHALL BE SUBSTANTIAL AND SUFFICIENTLY TIGHT TO PREVENT LEAKAGE. FORMS SHALL NOT BE REMOVED UNTIL THE CONCRETE IS SEVEN (7) DAYS OLD.
14. BACKFILLING SHALL BE DONE BY DEPOSITING AND TAMPING INTO PLACE CLEAN SAND OR POURING LEAN CONCRETE, TO 95% COMPACTION. WATER JETTING SHALL NOT BE ALLOWED.
15. CONDUITS AND PIPES OF ALUMINUM SHALL NOT BE ALLOWED.
16. CONSTRUCTION JOINTS NOT INDICATED ON THE DRAWINGS SHALL NOT BE ALLOWED. WHERE A CONSTRUCTION JOINT IS TO BE MADE, THE SURFACE OF THE CONCRETE SHALL BE THOROUGHLY CLEANED AND ALL LAITANCE AND STANDING WATER REMOVED.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AGAINST DAMAGE AND SHALL REPAIR OR PATCH ALL DAMAGED AREAS TO MATCH EXISTING IMPROVEMENTS.
18. CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA CLEAN AT ALL TIMES AND AT COMPLETION OF WORK, REMOVE ALL SURPLUS MATERIALS, EQUIPMENT AND DEBRIS AND LEAVE THE PREMISES IN A CLEAN CONDITION ACCEPTABLE TO THE OWNER OR OWNER'S REPRESENTATIVE.



FRONT ELEVATION



END ELEVATION

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UNLESS OTHERWISE NOTED DIMENSIONS ARE IN INCHES

TOLERANCES
.X = ±.060/FT
.XX = ±.030/FT
.XXX = ±.010/FT
ANGLES = ±.5°

SURFACE FINISH
125

REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

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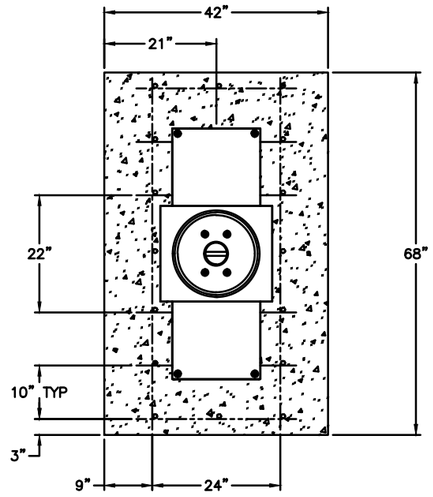
DSC720M-SS CW BOLLARD, 300in RADIUS
FOUNDATION GENERAL ARRANGEMENT

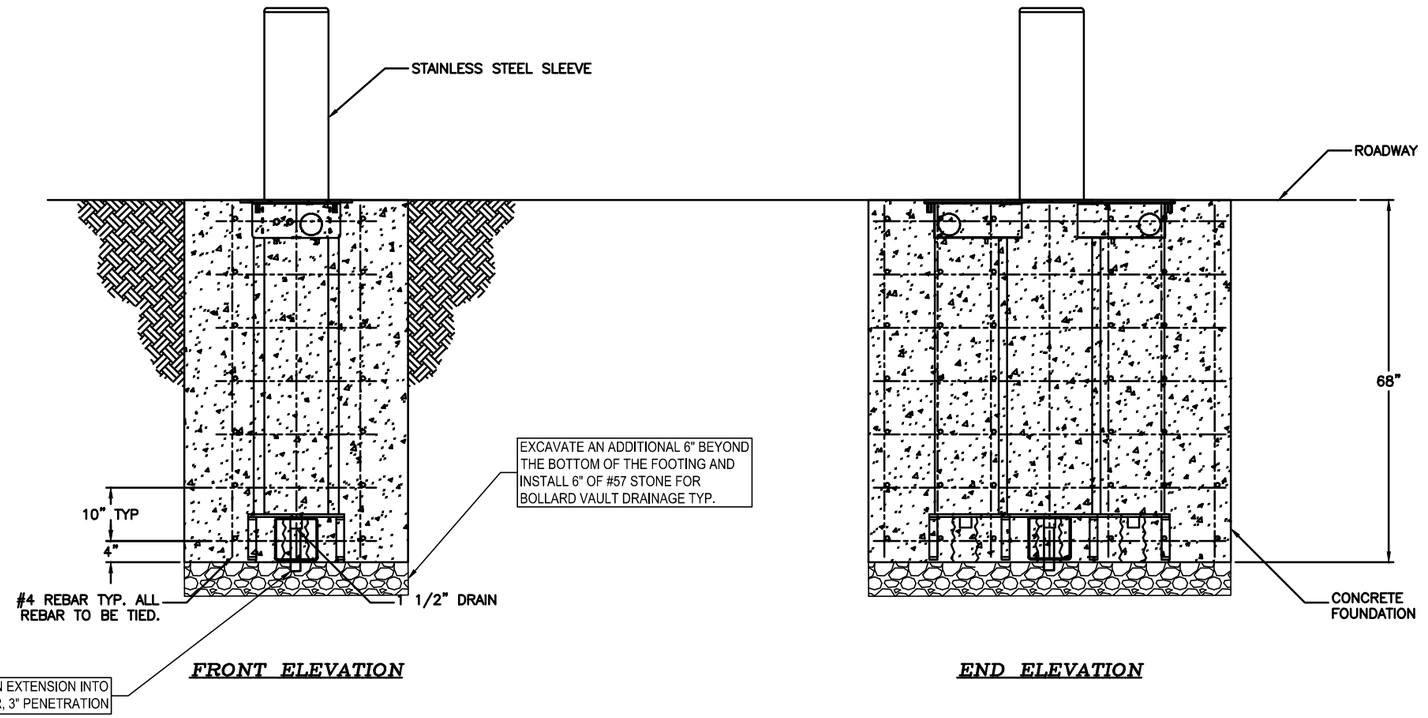
DRAWN BY: DPV	DATE: 3/11/2026	DRAWING NO.: J11054A-10	REV.: –
CHKD BY:	DATE:		
APPVD BY:	DATE:	SCALE: 1:14 (D SIZE)	SHEET: 1 OF 1

SHEET: 7

BOLLARD PROVIDED BY THE CITY



PLAN VIEW



FRONT ELEVATION

END ELEVATION

CONCRETE NOTES & RECOMMENDED SPECIFICATIONS:

1. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE.
2. FOUNDATION CONCRETE MAY BE PLACED DIRECTLY INTO NEAT EXCAVATIONS, PROVIDED THE SIDES OF THE EXCAVATION ARE STABLE. WHERE CAVING OCCURS, PROVIDE SHORING. TYPE AND METHOD OF SHORING SHALL BE AT CONTRACTORS OPTION.
3. THE EXCAVATION SHALL BE KEPT DRY AT ALL TIMES. GROUND WATER, IF ENCOUNTERED, SHALL BE PUMPED FROM THE EXCAVATION.
4. CONCRETE SHALL BE LABORATORY DESIGNED, MACHINE MIXED, PRODUCING 3,000 PSI (20,68 MPA) AT 28 DAYS.
5. CEMENT SHALL BE TESTED PORTLAND CEMENT CONFORMING TO ASTM C150, TYPE II ONLY.
6. AGGREGATES SHALL CONFORM TO ASTM C33 & B GRADE PER STANDARD SPECIFICATIONS. MAXIMUM SIZE OF AGGREGATE SHALL BE 1-1/2 INCHES (38mm).
7. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60 (60,000 PSI OR 413.7MPA).
8. HOOKS AND BENDS SHALL CONFORM TO ACI STANDARD 318. LATEST REVISION. INSIDE DIAMETER OF HOOKS AND BENDS SHALL BE AT LEAST SIX (6) BAR DIAMETERS.
9. PROVIDE SPACER BARS, CHAIRS, SPREADERS, BLOCKS, ETC. AS REQUIRED TO POSITIVELY HOLD THE STEEL IN PLACE BEFORE CONCRETE IS POURED.
10. CONCRETE SHALL BE CONVEYED FROM THE MIXER TO FINAL DEPOSIT BY METHODS THAT WILL PREVENT SEPARATION OR LOSS OF MATERIALS.
11. CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY SUITABLE MEANS DURING PLACEMENT AND SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES AND CORNERS OF FORMS.
12. CONCRETE SHALL BE MAINTAINED ABOVE 50°F (10°C) AND IN A MOIST CONDITION FOR AT LEAST SEVEN (7) DAYS AFTER PLACEMENT. ADEQUATE EQUIPMENT SHALL BE PROVIDED FOR HEATING CONCRETE MATERIALS AND PROTECTING CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER.
13. WHERE EXTERIOR WALL FACE REQUIRES SHORING AND/OR FORMING, THE FORMS SHALL BE SUBSTANTIAL AND SUFFICIENTLY TIGHT TO PREVENT LEAKAGE. FORMS SHALL NOT BE REMOVED UNTIL THE CONCRETE IS SEVEN (7) DAYS OLD.
14. BACKFILLING SHALL BE DONE BY DEPOSITING AND TAMPING INTO PLACE CLEAN SAND OR POURING LEAN CONCRETE, TO 95% COMPACTION. WATER JETTING SHALL NOT BE ALLOWED.
15. CONDUITS AND PIPES OF ALUMINUM SHALL NOT BE ALLOWED.
16. CONSTRUCTION JOINTS NOT INDICATED ON THE DRAWINGS SHALL NOT BE ALLOWED. WHERE A CONSTRUCTION JOINT IS TO BE MADE, THE SURFACE OF THE CONCRETE SHALL BE THOROUGHLY CLEANED AND ALL LAITANCE AND STANDING WATER REMOVED.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AGAINST DAMAGE AND SHALL REPAIR OR PATCH ALL DAMAGED AREAS TO MATCH EXISTING IMPROVEMENTS.
18. CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA CLEAN AT ALL TIMES AND AT COMPLETION OF WORK, REMOVE ALL SURPLUS MATERIALS, EQUIPMENT AND DEBRIS AND LEAVE THE PREMISES IN A CLEAN CONDITION ACCEPTABLE TO THE OWNER OR OWNER'S REPRESENTATIVE.

SHEET: 8

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UNLESS OTHERWISE NOTED DIMENSIONS ARE IN INCHES

TOLERANCES
.X = ±.060/FT
.XX = ±.030/FT
.XXX = ±.010/FT
ANGLES = ±.5°

SURFACE FINISH 125

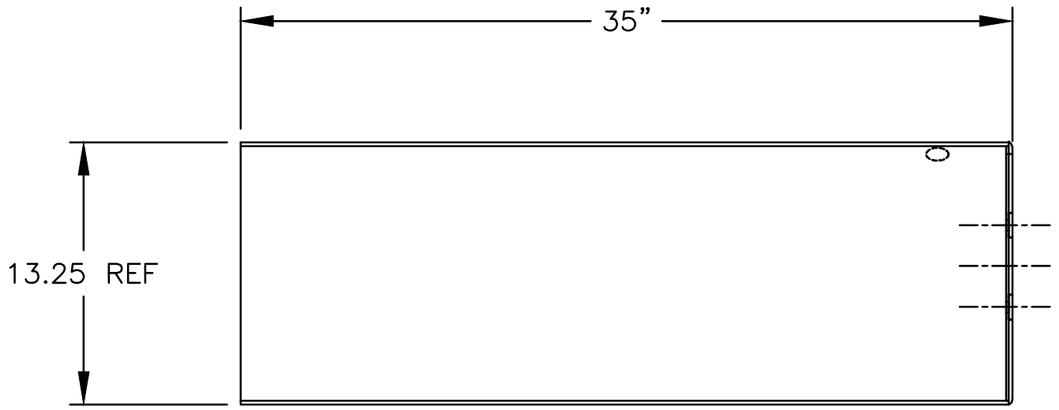
REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

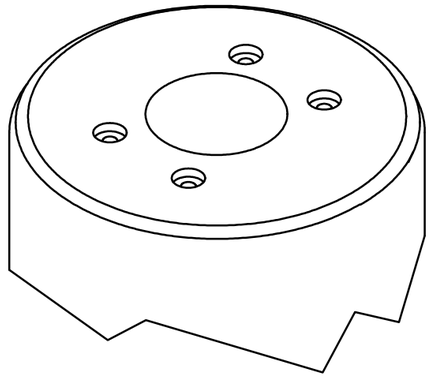
DELTA SCIENTIFIC CORPORATION
40355 DELTA LANE
PALMDALE, CA 93551 U.S.A.
(661) 575-1100 FAX (661) 575-1109

DSC700 SERIES COUNTERWEIGHTED BOLLARD FOUNDATION SPECIFICATION

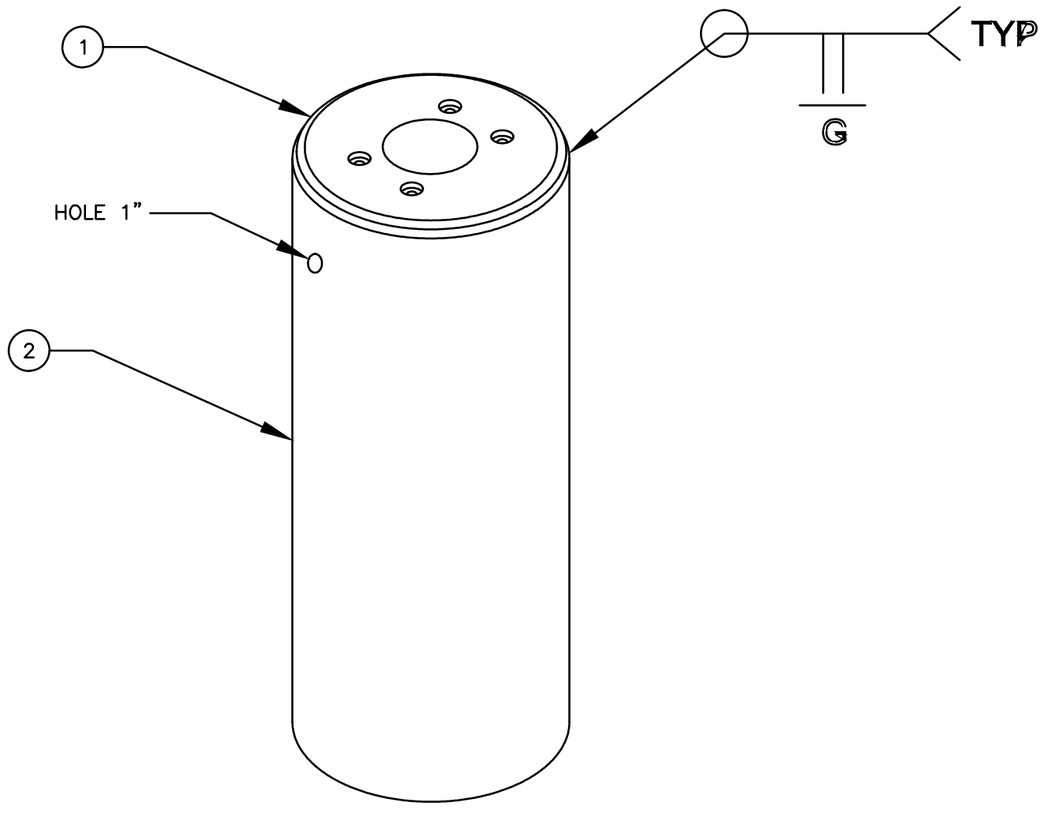
DRAWN BY	DATE	DRAWING NO.	REV.
DPV	3/9/2026	J11054A-11	–
CHKD BY	DATE		
APPVD BY	DATE	SCALE: 1:14 (D SIZE)	SHEET 1 OF 1

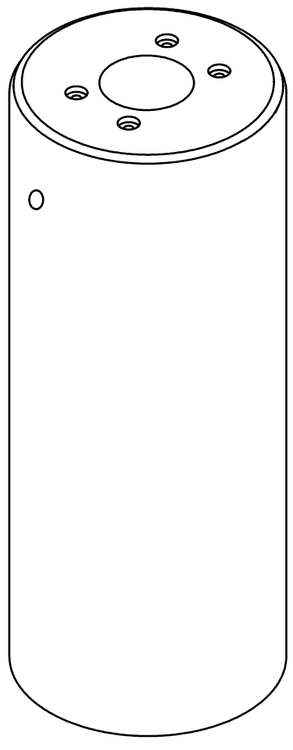
BOLLARD SLEEVE PROVIDED BY THE CITY

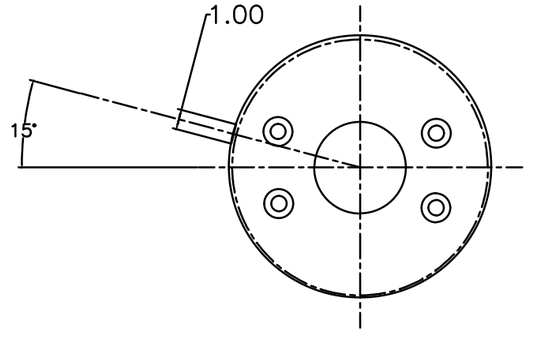




GRINDING DETAIL







SHEET: 9

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TOLERANCES
.X = ±.080/FT
.XX = ±.030/FT
.XXX = ±.010/FT
ANGLES = ±.5°

SURFACE FINISH 125

REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

DELTA SCIENTIFIC CORPORATION
40355 DELTA LANE
PALMDALE, CA 93551 U.S.A.
(661) 575-1100 FAX (661) 575-1109

MODEL DSC720M-SS
FULLY WELDED COVER/LID, STAINLESS STEEL

DRWN BY	DATE	DRAWING NO.	REV.
DPV	3/11/2026	J11054A-12	
CHKD BY	DATE		
APPVD BY	DATE	SCALE: NTS	SHEET 1 OF 1

DELTA DSC700 INSTALLATION INSTRUCTIONS:

FOUNDATION

THE BOLLARD FOUNDATION TUBES ARE TO BE CAST IN PLACE. THE OUTSIDE OF THE BOLLARD FOUNDATION TUBE IS THE FORM; NO ADDITIONAL FLASHING OR FORMING SHOULD BE NECESSARY.

SEE THE APPROPRIATE FOUNDATION DRAWING IN THE DRAWING SECTION OF THE MANUAL. THE FOUNDATIONS SHOWN ON DELTA DRAWINGS, UNLESS SPECIALLY NOTED, ARE DESIGNED ON A SOIL LOAD-BEARING FACTOR OF 1.5 TONS/FT². ONLY A VERY BOGGY OR MIGRATING SITE WOULD NECESSITATE ADDITIONAL FOUNDATION DESIGN REQUIREMENTS. CARE SHOULD BE TAKEN TO MOUNT THE BOLLARDS IN AN AREA THAT IS NOT SUBJECT TO FLOODING. ADDITIONALLY, THE ROADWAY SHOULD BE CROWNED IN THE AREA OF THE BOLLARDS TO PREVENT STANDING WATER FROM DRAINING INTO THE BOLLARD FOUNDATION TUBES.

THE BOLLARDS NEED TO BE INSTALLED LEVEL OR PLUMB TO OPERATE PROPERLY. IF THE ROADWAY IS NOT LEVEL, AND CAN NOT BE SLOPED TO MATCH THE BOLLARD, THEN THE BOLLARDS MAY NEED TO HAVE SPECIAL GROUND PLATES MADE TO MATCH THE CONTOUR. THE FACTORY CAN WORK WITH THE CONTRACTOR DURING THE PROCUREMENT STAGE TO WORK OUT ANY PROBLEMS IN THIS REGARD.

THE BOLLARDS CAN BE SECURED IN THE FOUNDATION BY LEVELING WITH CONCRETE BLOCKS, OR HELD TO TEMPORARY WOODEN FRAMES IN ORDER TO HOLD A GROUP IN ALIGNMENT DURING THE POUR.

DRAINAGE

DRAINAGE AND PROTECTION AGAINST SUBSURFACE WATER IS IMPORTANT. A BED OF AGGREGATE UNDER THE BOLLARD(S) WILL HANDLE RAINWATER IN MOST CIRCUMSTANCES. ESPECIALLY WET LOCATIONS SHOULD HAVE THE BOLLARD DRAIN LINE PLUMBED TO A SUMP WELL OR SEWER AS APPROPRIATE. THREE 1 1/2" NPT (FEMALE) CONNECTIONS ARE PROVIDED ON THE BOTTOM PLATES FOR DRAINAGE PURPOSES. PERFORATED TAIL PIPES OF AT LEAST 12 INCHES [30 CM] LENGTH SHOULD EXTEND INTO THE AGGREGATE FOR PROPER DRAINAGE.

WHILE THE MACHINE IS DESIGNED FOR HARSH ENVIRONMENTS, PROLONGED SUBMERSION WILL EVENTUALLY CAUSE BOTH APPEARANCE AND OPERATING DETERIORATION.

PACKAGING

BEFORE ATTEMPTING TO OPERATE THE BOLLARD FOR THE FIRST TIME, REMOVE THE RETAINING BOLTS FOR THE COUNTERWEIGHT SETS. THE COUNTERWEIGHTS SERVE NO PURPOSE IF THESE BOLTS ARE IN PLACE, AND APPROXIMATELY 750 POUNDS WILL BE REQUIRED TO RAISE THE BOLLARD TO THE GUARD POSITION. THE COUNTERWEIGHT RETAINING BOLTS MAY BE LEFT IN PLACE UP UNTIL THE TIME OF FIRST OPERATION AND MAY BE KEPT FOR FUTURE USE.

MANUAL BOLLARD OPERATION

IT IS ASSUMED THAT THE BOLLARDS WILL REMAIN FULLY RAISED AND LOCKED AT ALL TIMES AND WILL BE UNLOCKED AND LOWERED ON OCCASION TO PERMIT THE PASSAGE OF VEHICLES. AFTER THE VEHICLE(S) ARE CLEAR, THE BOLLARD WILL AGAIN BE RAISED TO THE GUARD POSITION, THE BOLLARD LOCKED AND THE ACCESS COVER REPLACED TO PREVENT UNAUTHORIZED ENTRY. TO OPERATE (FROM RAISED AND LOCKED POSITION):

LOWERING

1) REMOVE THE ACCESS BOX COVER PLATE CONTAINING THE LATCH AND REMOVE THE PADLOCK FROM THE LOCKING PIN.
2) PULL BACK THE LOCKING PIN. THE BOLLARD MAY NEED TO BE MOVED SLIGHTLY AND HELD IF IT IS RESTING ON OR OTHERWISE PREVENTING MOVEMENT OF THE LOCKING PIN.
3) THE BOLLARD IS COUNTERWEIGHTED AND BY DESIGN IS SLIGHTLY HEAVIER THAN THE ATTACHED WEIGHTS. THEREFORE, THE BOLLARD MAY HAVE A TENDENCY TO BEGIN MOVING WHEN RELEASED. CARE SHOULD BE TAKEN TO KEEP HANDS AND FEET CLEAR OF ANY OF THE MOVING PARTS TO PREVENT INJURY.
4) THE BOLLARD CAN NOW BE PUSHED DOWN UNTIL IT COMES TO REST IN THE BOTTOM OF THE FOUNDATION TUBE.
5) PUSH THE LOCKING PIN FORWARD INTO ITS LOCKING HOLE IN THE BOLLARD AND REINSTALL THE PADLOCK. SECURE THE ACCESS BOX COVER PLATE TO PREVENT ANY UNAUTHORIZED OPERATION OF THE BOLLARD.

RAISING

1) REMOVE THE ACCESS BOX COVER PLATE CONTAINING THE LATCH AND REMOVE THE PADLOCK FROM THE LOCKING PIN.
2) PULL BACK THE LOCKING PIN. THE BOLLARD MAY NEED TO BE MOVED SLIGHTLY AND HELD IF IT IS RESTING ON OR OTHERWISE PREVENTING MOVEMENT OF THE LOCKING PIN.
3) THE BOLLARD IS HEAVIER, BY DESIGN, THAN THE COUNTERWEIGHTS AND SHOULD NOT MOVE. HOWEVER, USE CAUTION AND KEEP HANDS AND FEET CLEAR OF ANY OF THE MOVING PARTS TO PREVENT INJURY.
4) USING THE LIFTING HANDLE IN THE BOLLARD CAP, BEGIN TO PULL UP ON THE BOLLARD. PULL UPWARD UNTIL THE BOLLARD IS IN THE FULL UP POSITION. THE BOLLARD WILL TEND TO STAY IN ANY POSITION IN WHICH IT IS PLACED. HOWEVER, BECAUSE THE BOLLARD IS DESIGNED TO BE SLIGHTLY HEAVIER THAN THE WEIGHTS, IT MAY HAVE A TENDENCY TO DRIFT DOWNWARD. IT IS IMPORTANT TO KEEP HANDS, FEET AND BODY PARTS AWAY FROM THE PATH OF THE BOLLARD. IF THE BOLLARD WERE TO MOVE UPWARD OR DOWNWARD WHEN YOU ARE NOT PREPARED, AN INJURY COULD OCCUR.
5) PUSH THE LOCKING PIN FORWARD TO LOCK THE BOLLARD IN THE UP POSITION. REPLACE THE PADLOCK AND THE ACCESS COVER TO AGAIN SECURE THE ENTRANCE.

(SHOULD THE LOCKING PIN NOT MOVE EASILY INTO POSITION AT EITHER THE FULL UP OR DOWN POSITION, CLEAN THE PIN MECHANISM AND LUBRICATE WITH A GOOD GENERAL PURPOSE GREASE.)

SHEET: 10

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UNLESS OTHERWISE NOTED DIMENSIONS ARE IN INCHES

TOLERANCES
X = ±.060/FT
.XX = ±.030/FT
.XXX = ±.010/FT
ANGLES = ±.5°

SURFACE FINISH 125

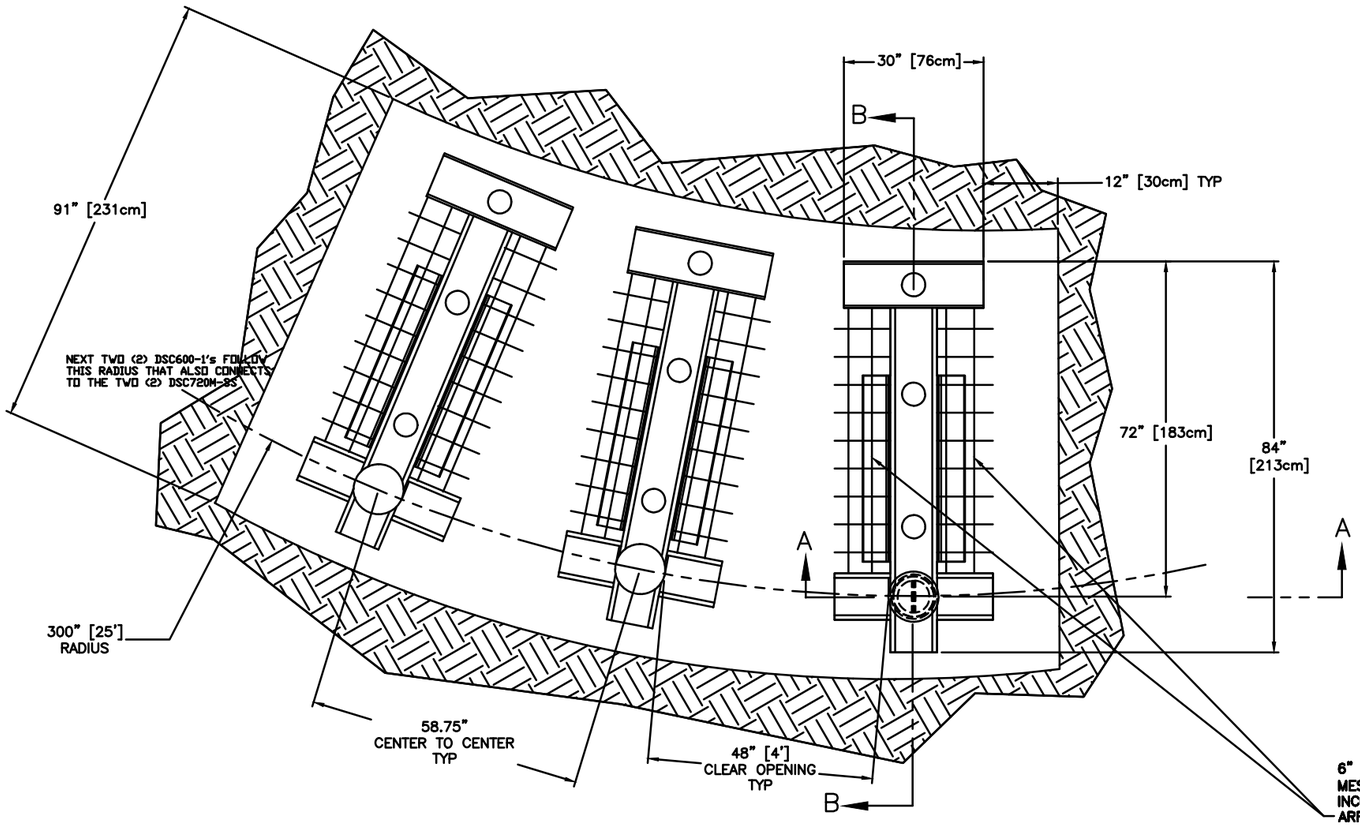
REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

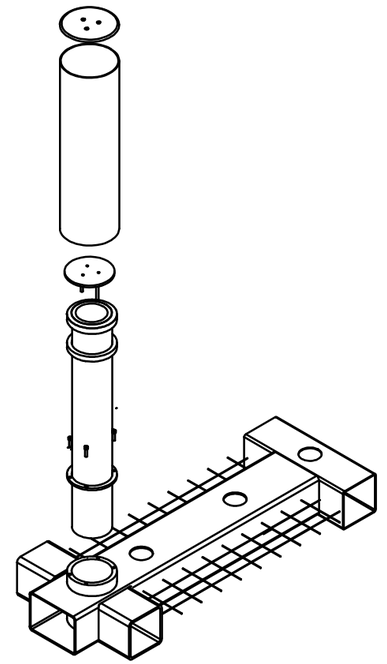
DELTA SCIENTIFIC CORPORATION
40355 DELTA LANE
PALMDALE, CA 93551 U.S.A.
(661) 575-1100 FAX (661) 575-1109

DELTA DSC700M INSTALLATION INSTRUCTIONS

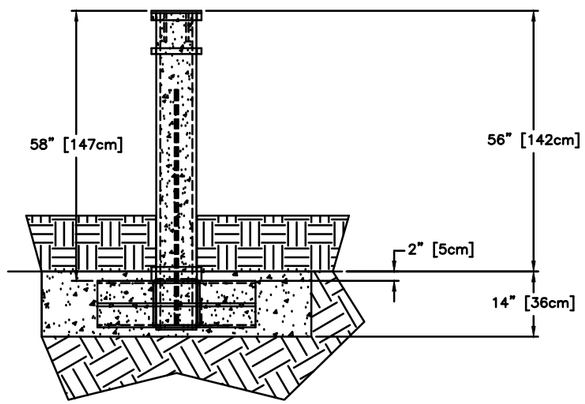
DRWN BY	DATE	DRAWING NO.	REV.
CHKD BY	DATE		—
APPVD BY	DATE	SCALE:	SHEET 1 OF 1

BOLLARD PROVIDED BY THE CITY

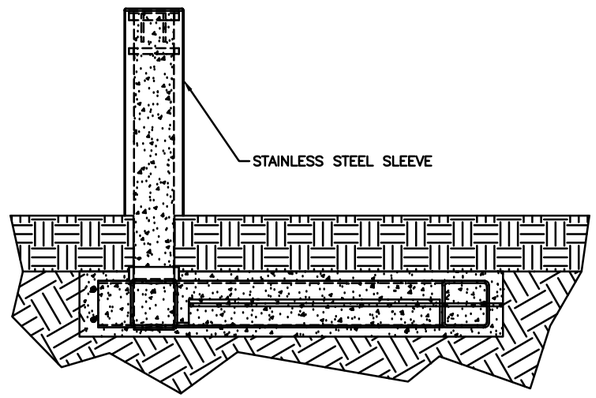




SINGLE DSC600 MODULE



SECTION A–A



SECTION B–B

SHEET: 11

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TOLERANCES
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.XX = ±.030
.XXX = ±.010
ANGLES = ±.5°

SURFACE FINISH 125

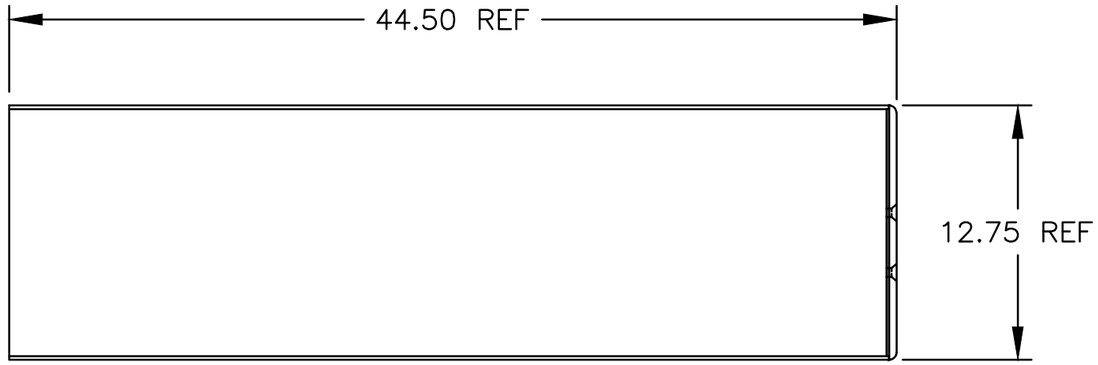
REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

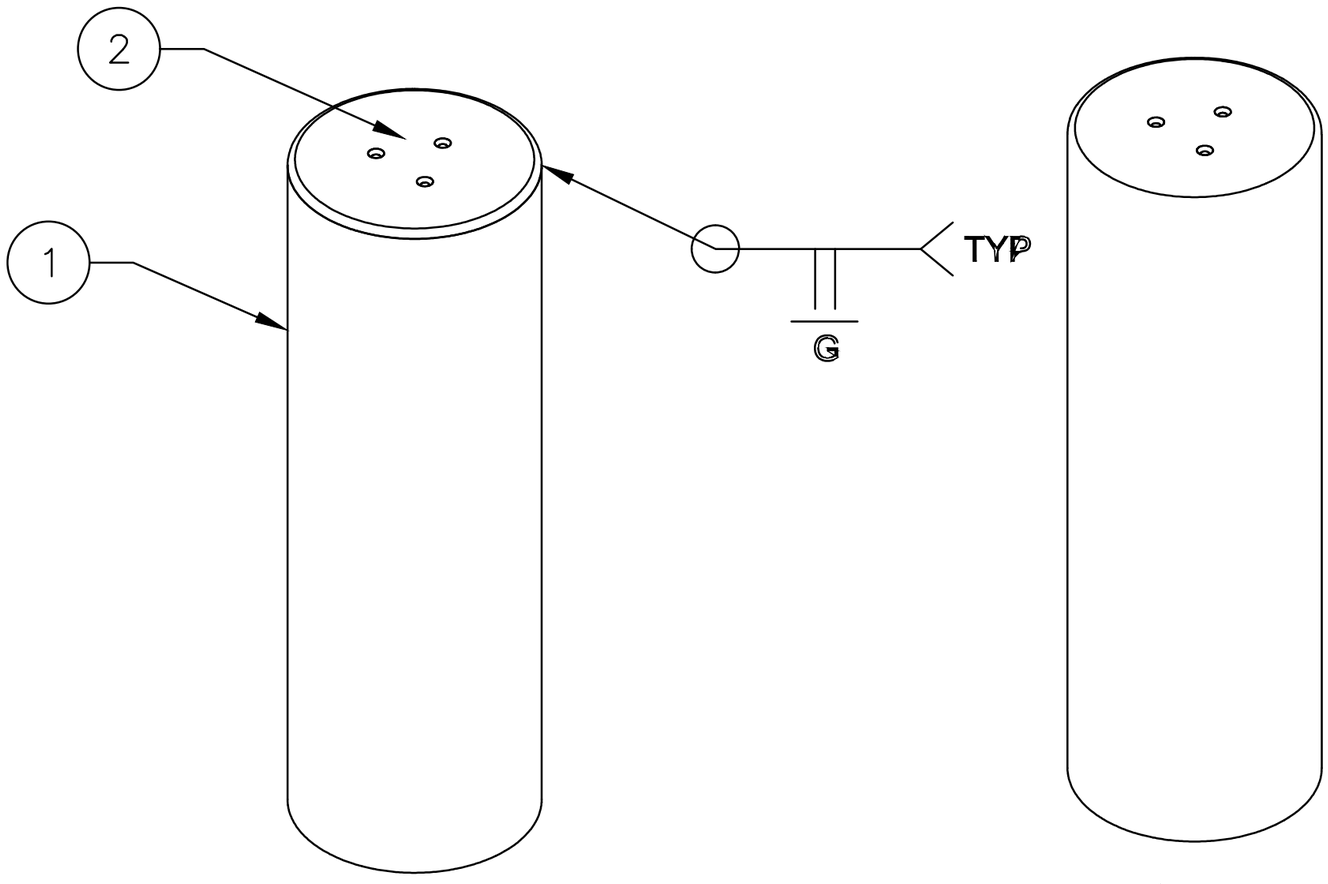
DELTA SCIENTIFIC CORPORATION
40355 DELTA LANE
PALMDALE, CA 93551 U.S.A.
(661) 575-1100 FAX (661) 575-1109

DSC600-1
OPTIONAL FOUNDATION, 300in RADIUS

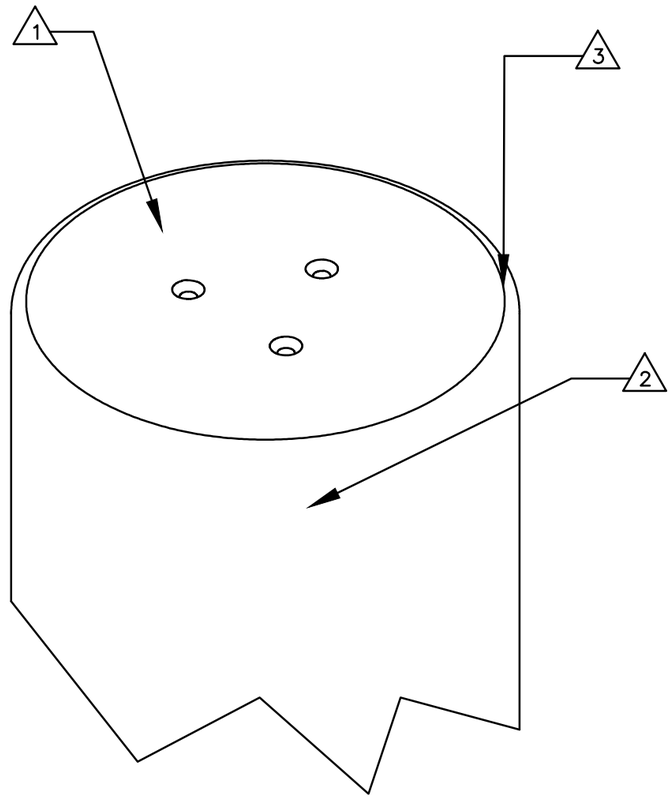
DRWN BY	DATE	DRAWING NO.	REV.
DPV	3/9/2026	J11054B-11	–
CHKD BY	DATE		
APPVD BY	DATE	SCALE: 1:16 (D SIZE)	SHEET 1 OF 1

BOLLARD SLEEVE PROVIDED BY THE CITY





AFTER GRINDING/GRAINING



GRAINING DETAIL

NOTES: UNLESS OTHERWISE SPECIFIED

1. CIRCUMFERENTIAL GRAINING WITHIN THIS ZONE.
2. VERTICAL OR CIRCUMFERENTIAL GRAINING (WHEN SPECIFIED) WITHIN THIS ZONE. SEE MANUFACTURING INSTRUCTIONS.
3. GRAINING TRANSITION ZONE (1/4" MAX WIDTH) APPROX WHERE SHOWN.

SHEET: 12

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TOLERANCES
X = ±.060/FT
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.XXX = ±.010/FT
ANGLES = ±.5°

SURFACE FINISH 125

REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

DELTA SCIENTIFIC CORPORATION
40395 DELTA LANE
PALMDALE, CA 93551 U.S.A.
(661) 575-1100 FAX (661) 575-1109

MODEL DSC600-SS FULLY WELDED COVER (SLEEVE/LID), STAINLESS STEEL

DRWN BY: DFD	DATE: 5-8-20	DRAWING NO.: 15991	REV.: –
CHKD BY:	DATE:		
APPVD BY:	DATE:	SCALE: 1:5 (D SIZE)	SHEET: 1 OF 1

DELTA DSC600 INSTALLATION INSTRUCTIONS:

THE BOLLARD FOUNDATION TUBES ARE TO BE CAST IN PLACE. THE OUTSIDE OF THE BOLLARD FOUNDATION TUBE AND FRAME IS THE FORM; NO ADDITIONAL FLASHING OR FORMING SHOULD BE NECESSARY.

THE EXCAVATION FOR THE MODULES MAY BE INDIVIDUAL FOR EACH MODULE IN AN ARRAY OR THE FOUNDATION MAY BE COMMON FOR ALL BOLLARDS. WE RECOMMEND THAT EACH MODULE BE SET IN AN INDIVIDUAL FOUNDATION SO THAT CONCRETE DAMAGE FROM A POTENTIAL IMPACT TO ONE ARRAY IS ISOLATED. ALTERNATIVELY, JOINTS MAY BE PROVIDED BETWEEN ADJACENT MODULES TO SIMILARLY REDUCE THE PROPAGATION OF FOUNDATION DAMAGE. SEE THE APPROPRIATE FOUNDATION DRAWING IN THE DRAWING SECTION OF THE MANUAL. THE FOUNDATIONS SHOWN ON DELTA DRAWINGS, UNLESS SPECIALLY NOTED, ARE DESIGNED ON A SOIL LOAD-BEARING FACTOR OF 1.5 TONS/FT2. ONLY A VERY BOGGY OR MIGRATING SITE WOULD REQUIRE ADDITIONAL FOUNDATION.

IT IS NOT NECESSARY FOR THE BOLLARDS TO BE LEVEL OR PLUMB. IF THE ROADWAY OR INSTALLATION LOCATION IS NOT LEVEL THE BOLLARDS MAY BE PLACED TO MATCH THE CONTOUR; HOWEVER, BE SURE THE APPEARANCE FACTOR IS CONSIDERED. AN INSTALLATION WHERE THE EQUIPMENT IS NOT LEVEL EVEN IF IT FOLLOWS THE TERRAIN CAN BE DISTRACTING.

THE MODULES CAN BE SECURED IN THE FOUNDATION BY LEVELING WITH CONCRETE BLOCKS, HELD TO TEMPORARY WOODEN FRAMES, OR IF DESIRED, STEEL STRAPS OR ROLLED SHAPES CAN BE WELDED TO THE FOUNDATION TUBE EXTERIORS TO HOLD A GROUP IN ALIGNMENT DURING THE POUR.

CONCRETE SHOULD BE POURED INTO AND AROUND THE MODULE SO THAT AIR IS NOT TRAPPED INSIDE. ALL NECESSARY STEPS SHOULD BE TAKEN TO EVACUATE AIR FROM THE STRUCTURE.

AFTER CONCRETE IS POURED INTO THE EXCAVATION, THE BOLLARD TUBES SHOULD ALSO BE FILLED WITH CONCRETE. THE BOLLARD COVER PLATES ARE TO BE PLACED ON TOP OF THE FILLED BOLLARD TUBES WITH THE TWO EXPOSED ANCHOR REBARS EMBEDDED IN THE CONCRETE AS IT CURES.

CONCRETE NOTES AND SPECIFICATIONS (MINIMUM REQUIREMENTS)

1) CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE.
2) FOUNDATION CONCRETE MAY BE PLACED DIRECTLY INTO NEAT EXCAVATIONS, PROVIDED THE SIDES OF THE EXCAVATION ARE STABLE. WHERE CAVING OCCURS, PROVIDE SHORING. TYPE AND METHOD OF SHORING SHALL BE AT THE CONTRACTOR'S OPTION.
3) THE EXCAVATION SHALL BE KEPT DRY AT ALL TIMES. GROUNDWATER, IF ENCOUNTERED, SHALL BE PUMPED FROM THE EXCAVATION.
4) CONCRETE SHALL BE LABORATORY DESIGNED, MACHINE MIXED, PRODUCING 4,000 PSI [27,58 MPA] AT 28 DAYS.
5) CEMENT SHALL BE TESTED PORTLAND CEMENT CONFORMING TO ASTM C150, TYPE I OR II.
6) AGGREGATES SHALL CONFORM TO ASTM C33. MAXIMUM SIZE OF AGGREGATE SHALL BE 1.5 INCH [38 MM].
7) REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60 (60,000 PSI [413,7 MPA]).
8) HOOKS AND BENDS SHALL CONFORM TO ACI STANDARD 318, LATEST REVISION. INSIDE DIAMETER OF HOOKS AND BENDS SHALL BE AT LEAST 6 BAR DIAMETERS.
9) PROVIDE SPACER BARS, CHAIRS, SPREADERS, BLOCKS, ETC, AS REQUIRED TO POSITIVELY HOLD THE STEEL IN PLACE. ALL DOWELS SHALL BE FIRMLY WIRED IN PLACE BEFORE CONCRETE IS POURED.
10) CONCRETE SHALL BE CONVEYED FROM THE MIXER TO FINAL DEPOSIT BY METHODS THAT WILL PREVENT SEPARATION OR LOSS OF MATERIALS. TROUGHS, BUCKETS OR THE LIKE MAY BE USED TO CONVEY CONCRETE. IN NO CASE SHALL CONCRETE BE ALLOWED TO FREE DROP MORE THAN 5 FEET [1,5 M].
11) CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY SUITABLE MEANS DURING PLACEMENT AND SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES AND INTO CORNERS OF FORMS.
12) CONCRETE SHALL BE MAINTAINED ABOVE 50ºF [10ºC] AND IN A MOIST CONDITION FOR AT LEAST 7 DAYS AFTER PLACEMENT. ADEQUATE EQUIPMENT SHALL BE PROVIDED FOR HEATING CONCRETE MATERIALS AND PROTECTING CONCRETE DURING FREEZING OR NEAR FREEZING WEATHER.
13) WHERE EXTERIOR WALL FACE REQUIRES SHORING AND/OR FORMING, THE FORMS SHALL BE SUBSTANTIAL AND SUFFICIENTLY TIGHT TO PREVENT LEAKAGE. FORMS SHALL NOT BE REMOVED UNTIL THE CONCRETE IS 7 DAYS OLD.
14) BACKFILLING SHALL BE DONE BY DEPOSITING AND TAMPING INTO PLACE CLEAN SAND OR POURING LEAN CONCRETE. WATER JETTING SHALL NOT BE ALLOWED.
15) CONDUITS AND PIPES OF ALUMINUM SHALL NOT BE EMBEDDED IN CONCRETE UNLESS EFFECTIVELY COATED OR COVERED TO PREVENT ALUMINUM/CONCRETE REACTION OR ELECTROLYTIC ACTION BETWEEN ALUMINUM AND STEEL.
16) CONSTRUCTION JOINTS NOT INDICATED ON THE DRAWINGS SHALL NOT BE ALLOWED. WHERE A CONSTRUCTION JOINT IS TO BE MADE, THE SURFACE OF CONCRETE SHALL BE THOROUGHLY CLEANED AND ALL LAITANCE AND STANDING WATER REMOVED.
17) CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AGAINST DAMAGE AND SHALL REPAIR OR PATCH ALL DAMAGED AREAS TO MATCH EXISTING IMPROVEMENTS.
18) CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA CLEAN AT ALL TIMES AND AT COMPLETION OF WORK REMOVE ALL SURPLUS MATERIALS, EQUIPMENT AND DEBRIS AND LEAVE THE PREMISES IN A CLEAN CONDITION ACCEPTABLE TO THE OWNER OR OWNER'S REPRESENTATIVE.

SHEET: 13

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UNLESS OTHERWISE NOTED DIMENSIONS ARE IN INCHES

TOLERANCES
X = ±.060/FT
.XX = ±.030/FT
.XXX = ±.010/FT
ANGLES = ±.5°

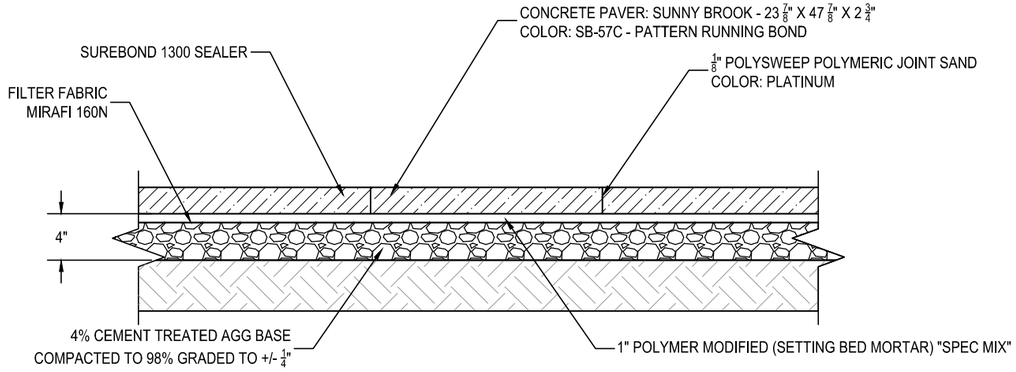
SURFACE FINISH 125

REMOVE ALL BURRS & BREAK SHARP EDGES .02 MAX

DELTA SCIENTIFIC CORPORATION
40355 DELTA LANE
PALMDALE, CA 93551 U.S.A.
(661) 575-1100 FAX (661) 575-1109

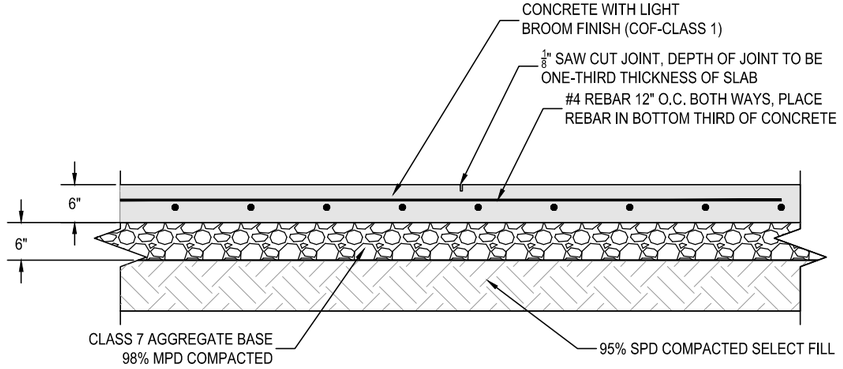
DELTA DSC600 INSTALLATION INSTRUCTIONS & CONCRETE SPECIFICATIONS

DRWN BY	DATE	DRAWING NO.	REV.
CHKD BY	DATE		—
APPVD BY	DATE	SCALE:	SHEET 1 OF 1



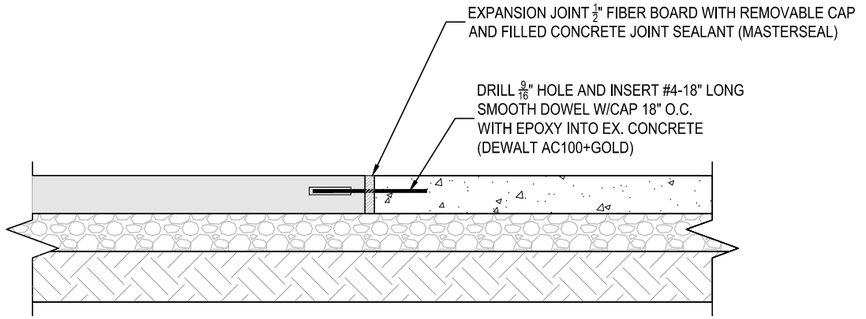
CONCRETE PAVERS ON CTA BASE - PEDESTRIAN

NTS



CONCRETE PAVEMENT - REINFORCED

NTS



EXPANSION JOINT DETAIL

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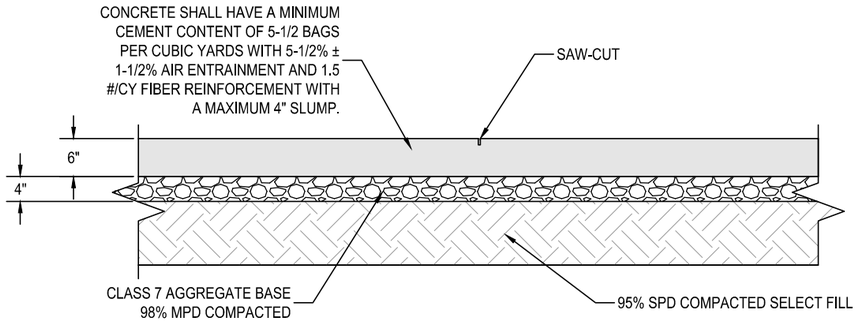

CONCRETE PAVEMENT - FIBER REINFORCED (TRAIL)

NTS

GENERAL CONCRETE PAVEMENT NOTES:

1. ALL EXPANSION JOINTS AND SAW JOINTS SHALL BE SEALED WITH JOINT SEALANT MEETING THE REQUIREMENTS OF ASTM C920, TYPE S. A SELF LEVELING SEALANT SHALL BE USED FOR HORIZONTAL SURFACES. "MASTERSEAL SL-I" OR AN APPROVED EQUAL. CLOSED CELL BACKER ROD SHALL BE USED IN DEEP JOINTS, AS NEEDED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
2. CONCRETE CURING COMPOUND SHALL MEET ASTM C-309 AND SHALL BE W.R. MEADOWS 1200 WHITE OR AN APPROVED EQUAL.
3. EXPANSION JOINT MATERIAL SHALL BE PREFORMED ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER.
4. CONSTRUCT 2% MAXIMUM CROSS SLOPE ON TRAIL IN SAME DIRECTION AS EXISTING GRADE UNLESS OTHERWISE DESIGNATED ON THE PLANS.
5. TRAILS SHALL HAVE A ONE-HALF (½) INCH ROLLED EDGE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURING. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

SURVEYED BY:

DRAWN BY: MB

DESIGNED BY:

TITLE: UPPER RAMBLE BOLLARD INSTALLATION PROJECT

PAVEMENT DETAILS

REVISED

BID SET

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 17159 MATTHEW BLANCHARD

CITY OF FAYETTEVILLE ARKANSAS
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO. (479) 575-8206 FAX NO. (479) 575-8202

DATE: Mar 17, 2026

SHEET: 14

DRAWING: Upper Ramble Bollard Project-1

50 0 50

Scale: 1" = 50'

FRISCO TRAIL/RAZORBACK GREENWAY

A & M RAILROAD

UPPER RAMBLE PARK

SPRING STREET

DICKSON STREET

WEST AVENUE

FURNISH AND INSTALL TRAFFIC DELINEATORS FOR SIDEWALK DETOUR (4 FT. CLEAR WIDTH FROM CURB)

LOCATION #1
RETRACTABLE BOLLARD

LOCATION #4
SPHERICAL CONCRETE BOLLARD

TRAIL CLOSED

DETOUR

SIDEWALK CLOSED

NOTE:
TRAFFIC CONTROL DETOUR PLAN FOR CONCURRENT CLOSURE OF LOCATIONS #1 AND #4.

DETOUR ROUTE FOR LOCATION #1 CONSTRUCTION (SB TRAFFIC)

DETOUR ROUTE FOR LOCATION #3 CONSTRUCTION (NB TRAFFIC)

SURVEYED BY:

DRAWN BY: MB

DESIGNED BY:

TITLE:

UPPER RAMBLE BOLLARD INSTALLATION PROJECT

DETOUR PLAN #1

REVISED

BID SET

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 17159 MATTHEW BLANCHARD

CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

DATE: Mar 17, 2026

SHEET: 15

DRAWING: Upper Ramble Bollard Project-1

50 0 50

Scale: 1" = 50'

FRISCO TRAIL/RAZORBACK GREENWAY

A & M RAILROAD

SPRING STREET

UPPER RAMBLE PARK

DICKSON STREET

WEST AVENUE

LOCATION #3
RETRACTABLE BOLLARD

LOCATION #2
RETRACTABLE/FIXED BOLLARDS

DETOUR

TRAIL CLOSED

SIDEWALK CLOSED

NOTE:
TRAFFIC CONTROL DETOUR PLAN FOR CONCURRENT CLOSURE OF LOCATIONS #2 AND #3.

DETOUR ROUTE FOR LOCATION #2 CONSTRUCTION (SB TRAFFIC)

DETOUR ROUTE FOR LOCATION #4 CONSTRUCTION (NB TRAFFIC)

SURVEYED BY:

DRAWN BY: MB

DESIGNED BY:

TITLE: UPPER RAMBLE BOLLARD INSTALLATION PROJECT

DETOUR PLAN #2

REVISED

BID SET

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 17159 MATTHEW BLANCHARD

CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

DATE: Mar 17, 2026

SHEET: 16

DRAWING: Upper Ramble Bollard Project-1

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1386

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Steven Dotson, Chief Financial Officer

FROM: Tim Nyander, Utilities Director

SUBJECT: **2026 Water & Sewer Rate & Impact Fee Study**

RECOMMENDATION:
Staff recommends approval of an ordinance to change the water and sewer rates and Impact Fees based on a Cost of Service Study conducted by Carollo Engineers as presented to the Water and Sewer Committee in open meetings. These recommended rates are reflected in the attached replacement for sections 51.136, 51.137, and 159.02 of the Fayetteville City Code.

BACKGROUND:
The City of Fayetteville has been conducting a water and sewer rate study and impact fee study since May 2025. Carollo Engineers was selected pursuant to RFP 25-02 by the City Council on May 6, 2025 with the approval of Resolution 119-25.

The intent of the rate study is to establish water and sewer rates that fully recover the cost of providing service to customers, adequately provide for maintaining and expanding the City's infrastructure, and provide adequate reserves for future needs. The study is based on a comprehensive review of the City of Fayetteville's water and sewer funds and budgets, comprehensive Water Master Plan, Wastewater Master Plan, planned wastewater facilities upgrades, customer classes, current usage data, future planned growth of the City of Fayetteville, and any other information deemed necessary.

The intent of the impact fee study is to analyze how the existing water and sewer capacity is affected by growth, and to calculate those growth-related costs. It ensures that growth pays for itself and prevents existing customers from subsidizing new construction through higher utility rates.

The current water and sewer rates were adopted by the City of Fayetteville in 2023 based on a Cost of Service Study conducted by Black & Veatch Engineers. This was sufficient to fund operations and capital needs until now. Since the 2023 study, the City has experienced consistent growth and anticipates continued growth into the future. In addition, the City's purchased water costs have increased significantly due to recent rate and impending rate increases from Beaver Water District. The most recent impact fee study was completed in 2007 and implemented in 2009.

DISCUSSION:
In addition to adhering to state requirements, Carollo's rate-setting methodology is consistent with industry guidelines described in the American Water Works Association's M1 Manual: Principles of Water Rates, Fees and Charges, and MOP 27:Financial and Charges for Wastewater Systems.

State code dictates a schedule of events for any change in water and sewer rates. These require that the rate change ordinance be read, a public hearing be scheduled and announced, the ordinance be published, and the public hearing take place at least ten days after the initial reading and publication of the ordinance. The rate ordinance can then be approved any time after the public hearing. The public hearing attachment details the public notice process for the proposed rate study, and what the initial changes will be to the water and sewer rates. Additionally, the Monthly Water and Sewer Rates attachment indicates the level of rate increases through 2030.

The rate study prepared by Carollo Engineers reflects some of the following guidelines:

1. The City has adopted a cost of service rate schedule based on customer class.
2. The City is using a volumetric block system within customer class to encourage conservation.
3. New rates reflecting the true cost of service by customer class as determined by the rate study will be implemented as soon as this ordinance takes effect.

BUDGET/STAFF IMPACT:
Adoption of these new rates will provide necessary revenues to address current and future operating costs and capital needs.

ATTACHMENTS: 3. Staff Review Form, 4. 2026 Fayetteville Water and Sewer Rates and Impact Fee Study Report, 5. Revisions: 51.136_51.137___ 2026-04-15, 6. Revisions 159.02___ 2026-04-23, 7. Exhibit A 51.136_51.137___Revisions 2026-04-15_clean version, 8. Exhibit B 159.02___Revisions 2026-04-23_clean version, 9. Public Notice 2026

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

File #: 2026-1386

AN ORDINANCE TO AMEND § 51.136 MONTHLY WATER RATES, §51.137 MONTHLY SEWER RATES, AND §159.02 WATER AND WASTEWATER IMPACT FEES TO CHANGE WATER AND SEWER RATES AS RECOMMENDED BY THE COST OF SERVICE STUDY CONDUCTED BY CAROLLO ENGINEERS

WHEREAS, the City of Fayetteville's current water and sewer rates were adopted in 2023 based on a Cost of Service Study conducted by Black & Veatch Engineers; and

WHEREAS, on May 6, 2025, the City Council approved Resolution 119-25 authorizing a contract with Carollo Engineers for an updated Cost of Service Study; and

WHEREAS, since the 2023 study, the City has experienced consistent growth in both population and water use and anticipates continued growth into the future; and

WHEREAS, the City's cost to deliver water from the Beaver Water District to our customers has increased and will continue to increase because of the construction and operation of the necessary ninety million dollar large transmission line into Benton County to receive the water and many other transmission and storage costs; and

WHEREAS, the City's cost to purchase water from the Beaver Water District has and will continue to increase because of recent and impending water rate increases imposed by the Beaver Water District; and

WHEREAS, the City's costs to efficiently operate over two wastewater plants, numerous lift stations, and miles of sewer piping continue to rise necessitating an increase of revenue to fund these operations, maintenance, and improvements.

WHEREAS, the City Council has determined, after the public hearing required by Ark. Code Ann. § 14-235-223, that the proposed rate changes reflecting the true cost of service should be adopted and that the new rates shall take effect on July 1, 2026.

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 § 51.136 **Monthly Water Rates** and enacts replacement § 51.136 **Monthly Water Rates** as shown Exhibit A, attached hereto.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 51.137 **Monthly Sewer Rates** and enacts replacement § 51.137 **Monthly Sewer Rates** as shown Exhibit A, attached hereto.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 159.02 **Water and Wastewater Impact Fees** and enacts replacement § 159.02 **Water and Wastewater Impact Fees** as shown Exhibit B, attached hereto.

City of Fayetteville Staff Review Form

2026-1386

Item ID

5/5/2026

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

Tim Nyander	4/15/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an ordinance to change the water and sewer rates and Impact Fees based on a Cost of Service Study conducted by Carollo Engineers as presented to the Water and Sewer Committee in open meetings. These recommended rates are reflected in the attached replacement for sections 51.136, 51.137, and 159.02 of the Fayetteville City Code.

Budget Impact:

N/A	Water & Sewer
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 Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	-

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

2026 Water and Sewer Rate and Impact Fee Study

2026 Water and Sewer Rate and Impact Fee Study Report

April 2026 / FINAL

carollo

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Abbreviations

AWWA	American Water Works Association
BWD	Beaver Water District
Carollo	Carollo Engineers
CIP	capital improvements plan
City	City of Fayetteville
COS	cost-of-service
DSCR	debt service coverage ratios
EDU	equivalent dwelling unit
ENR-CCI	Engineering News-Record Construction Cost Index
FY	fiscal year
gpd	gallons per day
kgal	kilogallon
MOP 27	Manual of Practice 27: Financial and Charges for Wastewater Systems
O&M	operations and maintenance
PILOT	Payment in lieu of taxes
RCNLD	Replacement Cost New Less Depreciation
RCN	Replacement Cost New
R&R	repair and replace
Study	Water and Sewer Rate and Impact Fee Study
WEF	Water Environment Practice
WIP	work in progress
WWTP	wastewater treatment plant

SECTION 1 EXECUTIVE SUMMARY

1.1 Introduction

The City of Fayetteville (City) retained Carollo Engineers, Inc. (Carollo) to conduct a Water and Sewer Rate and Impact Fee Study (Study) for fiscal years (FY) ending FY 2026 through 2030. The City receives treated water from Beaver Water District (BWD) and owns and maintains a distribution system for potable water service. Its water system serves approximately 100,000 people (50,000 connections) inside and outside the corporate city limits.

The City also owns and operates two wastewater treatment plants (WWTPs) and maintains a local sewer collection system. The sewer system provides wholesale and retail sewer service to approximately 40,000 connections inside and outside of the corporate City limits.

1.2 Water System

The Study analyzed the revenue requirements to test the fiscal health of the water system, evaluate the adequacy of current rates and charges, and set the basis for the five-year rate plan (FY 2026 through FY 2030). Carollo recommends the City increase water rate revenue according to the following schedule:

July 1, 2026	14.0 percent	January 1, 2029	3.0 percent
January 1, 2027	16.0 percent	January 1, 2030	3.0 percent
January 1, 2028	16.0 percent		

The recommended increases are necessary to fund operational and capital needs, as well as meet debt service and reserve requirements.

Carollo recommends the following rates to meet the revenue requirements over the next five years.

Table 1 Inside City Existing and Proposed Water Monthly Service Charges for the Study Period

Rate Component	Existing	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue Adjustments		*14.0%*	*16.0%*	*16.0%*	*3.0%*	*3.0%*
Monthly Water Service Charge						
5/8" Meter	$7.85	$7.85	$9.11	$10.57	$10.89	$11.22
5/8" x 3/4" Meter	$7.85	$7.85	$9.11	$10.57	$10.89	$11.22
1" Meter	$11.30	$11.30	$13.11	$15.21	$15.67	$16.15
1.5" Meter	$21.55	$21.55	$25.00	$29.00	$29.87	$30.77
2" Meter	$29.52	$29.52	$34.25	$39.73	$40.93	$42.16
3" Meter	$64.37	$64.37	$74.67	$86.62	$89.22	$91.90
4" Meter	$106.59	$106.59	$123.65	$143.44	$147.75	$152.19
6" Meter	$213.18	$213.18	$247.29	$286.86	$295.47	$304.34
8” Meter	$319.67	$319.67	$370.82	$430.16	$443.07	$456.37

Rate Component	Existing	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Volumetric Rates ($/1,000 gallons)						
Residential						
Tier 1 (first 2,000 gallons)	$4.04	$4.04	$4.69	$5.45	$5.62	$5.79
Tier 2 (2,001 – 15,000 gallons)	$5.34	$5.80	$6.73	$7.81	$8.05	$8.30
Tier 3 (> 15,000 gallons)	$7.57	$8.70	$10.10	$11.72	$12.08	$12.45
Non-Residential (all usage)	$4.72	$4.77	$5.54	$6.43	$6.63	$6.83
Major Industrial (all usage)	$3.53	$4.10	$4.76	$5.53	$5.70	$5.88
Irrigation (all usage)	$5.34	$8.70	$10.10	$11.72	$12.08	$12.45
Wholesale (all usage)	$3.71	$4.25	$4.93	$5.72	$5.90	$6.08

Notes:
(1) Proposed FY 2026 rates effective July 1, 2026.
(2) Beginning FY 2027 rates are effective January 1 of each fiscal year.
(3) Proposed outside City rates are 1.5 times inside City rates.

1.3 Sewer System

The Study analyzed the revenue requirements to test the fiscal health of the sewer system, evaluate the adequacy of current rates and charges, and set the basis for the five-year rate plan (FY 2026 through FY 2030). Carollo recommends the City increase sewer rate revenue in accordance with its existing rate ordinance of 3.0 percent per year. These increases are sufficient to fund operational and capital needs and reserve requirements.

Carollo recommends the following rates to meet the revenue requirements over the next five years.

Table 2 Inside City Proposed Sewer Rates and Charges for the Study Period

Rate Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue Adjustments		*3.0%*	*3.0%*	*3.0%*	*3.0%*
Monthly Sewer Service Charge					
5/8" Meter	$13.52	$13.93	$14.35	$14.79	$15.24
5/8" x 3/4" Meter	$13.52	$13.93	$14.35	$14.79	$15.24
1" Meter	$25.94	$26.72	$27.53	$28.36	$29.22
1.5" Meter	$47.53	$48.96	$50.43	$51.95	$53.51
2" Meter	$65.37	$67.34	$69.37	$71.46	$73.61
3" Meter	$140.67	$144.90	$149.25	$153.73	$158.35
4" Meter	$231.80	$238.76	$245.93	$253.31	$260.91
6" Meter	$459.37	$473.16	$487.36	$501.99	$517.05
8” Meter	$687.03	$707.65	$728.88	$750.75	$773.28
Volumetric Rates ($/1,000 gallons)					
Residential					
Tier 1 (first 2,000 gallons)	$5.24	$5.40	$5.57	$5.74	$5.92
Tier 2 (>2,000 gallons)	$6.99	$7.20	$7.42	$7.65	$7.88
Non-Residential (all usage)	$5.88	$6.06	$6.25	$6.44	$6.64

Rate Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Major Industrial (all usage)	$6.21	$6.40	$6.60	$6.80	$7.01
Wholesale (all usage)	$6.09	$6.28	$6.47	$6.67	$6.88

Notes:
(1) Rates and charges effective January 1 of each fiscal year.
(2) Outside City rate factors vary by meter size and are unchanged from the current rate ordinance.

1.4 Combined Bill Impacts

In FY 2026 the total bill increase varies by each customer class due to the proposed water rates being more aligned with the cost to provide service. In FY 2027 and FY 2028 all customer classes will see an average of a 9 percent increase on their total combined bill, and in FY 2029 and FY 2030 all customers will experience an average 3 percent increase on their total combined bill. Table 3 summarizes the combined water and sewer bill impacts for select customer classes and usage for the rate-setting period.

Table 3 Combined Inside City Bill Impacts Under Existing and Proposed Rates for the Study Period

Customer Class	Existing Bill	FY 2026 Bill	FY 2027 Bill	FY 2028 Bill	FY 2029 Bill	FY 2030 Bill
Residential						
5/8" meter, 2 kgals	$39.93	$39.93	$43.22	$46.96	$48.40	$49.88
5/8" meter, 4 kgals	$64.59	$65.51	$71.08	$77.42	$79.80	$82.24
5/8" meter, 10 kgals	$138.57	$142.25	$154.66	$168.80	$174.00	$179.32
Non-residential						
5/8" meter, 10 kgals	$127.37	$127.87	$139.04	$151.72	$156.38	$161.16
1" meter, 50 kgals	$567.24	$569.74	$619.83	$676.74	$697.53	$718.87
Industrial						
2" meter, 1,000 kgals	$9,834.89	$10,404.89	$11,261.59	$12,239.10	$12,612.39	$13,005.77
6" meter, 5,000 kgals	$49,372.55	$52,222.55	$56,520.45	$61,424.22	$63,297.46	$65,271.39

Notes:
kgal – kilogallon
(1) There is a FY 2026 mid-year rate increase for water rates only.

1.5 Impact Fees

Impact fees are one-time fees assessed on new system connections for water or sewer service. As the City manages its water and sewer systems, it needs to estimate a certain level of capacity required to serve peak day and peak wet weather flow for existing and future customers. The impact fee valuates the reservation of system capacity to serve that new and/or modified connection. The City's current impact fees were implemented in 2009.

The proposed water and sewer impact fees were calculated using the incremental method, which aligns with industry standards and follows Arkansas state requirements. Carollo recommends the City charge water and sewer residential and multifamily development per dwelling unit and charging non-residential developments per meter based on meter size. The schedule below shows the proposed water and sewer impact fees.

Table 4 Recommended Water and Sewer Impact Fees

Customer Class	Water	Sewer	Total
Residential			
Single Family (per dwelling unit)	$2,672	$2,998	$5,670
Multi-Family (per dwelling unit)	$1,897	$2,129	$4,026
Non-Residential			
5/8" x 3/4" Meter	$2,672	$2,998	$5,670
1" Meter	$6,680	$7,496	$14,176
1.5" Meter	$13,361	$14,991	$28,352
2" Meter	$21,377	$23,986	$45,363
3" Meter	$42,754	$47,972	$90,726
4" Meter	$66,803	$74,956	$141,759
6" Meter	$133,606	$149,911	$283,517
8” Meter	$213,770	$239,858	$453,628
10” Meter	$307,294	$344,796	$652,090

SECTION 2 INTRODUCTION

The City retained Carollo to conduct a Study for FY ending 2026 through 2030. The City receives treated water from BWD and owns and maintains a distribution system for potable water service. The City also owns and operates two WWTPs and maintains a local sewer collection system. The City Council approves water and sewer rate adjustments to meet forecasted funding obligations.

The most recent rate adjustments covered FY 2023 through 2027 and were based on the recommendations of the Water and Wastewater Comprehensive Rate Study (2023 Study), performed by Black & Veatch. Since the 2023 Study, the City has experienced consistent growth and anticipates continued growth into the future. In addition, the City's purchased water costs have increased significantly due to recent rate and impending rate increases from BWD. The unexpected increases coupled with anticipated demand growth and other rising operating costs and capital infrastructure needs prompted the City to update their user rates before the routine five-year update.

2.1 City of Fayetteville Service Area Overview

2.1.1 Water Service Area

The City owns and operates a water system that serves approximately 50,000 meters and approximately 100,000 customers inside and outside the corporate city limits. Outside city customers include the cities of Farmington, Greenland, and Goshen, and portions of the City of Johnson and unincorporated Washington County. The distribution system includes over 850 miles of water lines, booster pump stations and storage tanks to serve customer needs and fire flow protection. The City provides both retail and wholesale water service. Wholesale customers include the City of Elkins, City of West Fork, and Mount Olive Water Association.

The City has implemented several water system capital improvement efforts over the past few years to ensure level of service and accommodate growth. The City is currently in the process of constructing an 11.3-mile transmission main to accommodate increased water demand. With the recent improvements and those planned for the next several years, the City wants to implement a financial plan expected to generate sufficient revenue.

2.1.2 Sewer Service Area

The sewer system provides wholesale and retail sewer service to approximately 40,000 connections inside and outside of the corporate City limits. Outside city customers include the cities of Farmington and Greenland, and portions of the City of Johnson and unincorporated Washington County. The City owns and operates a sewer system that includes two WWTPs and a collection system with over 600 miles of sewer lines and lift stations. The City provides both retail and wholesale sewer service. Wholesale customers include the City of Elkins and City of West Fork.

2.2 Rate Setting Process

Rate analyses are typically performed every five years so that revenues from rates adequately fund utility operations, maintenance, and capital investments. Additionally, in Arkansas, water and sewer providers must conduct rate studies at least every five years to adhere to the requirements imposed by Arkansas Act 605 of 2021 and amendments thereto.

In addition to adhering to state requirements, Carollo's rate-setting methodology is consistent with industry guidelines described in the American Water Works Association's (AWWA) *M1 Manual: Principles of Water Rates, Fees and Charges* and Water Environment Federation's (WEF) *Manual of Practice 27: Financial and Charges for Wastewater Systems* (MOP 27).

The cost-of-service (COS) study presented within this report consists of the following three interconnected processes shown in the figure on the right: Revenue Requirement Analysis, COS Analysis, and the Rate Design Analysis.

While the process is described in a linear step-by-step approach, it is better understood as an iterative process where the ultimate objective is to balance revenues with costs in an equitable manner for customers. These three processes will form the basis for the rate analyses presented within this report.

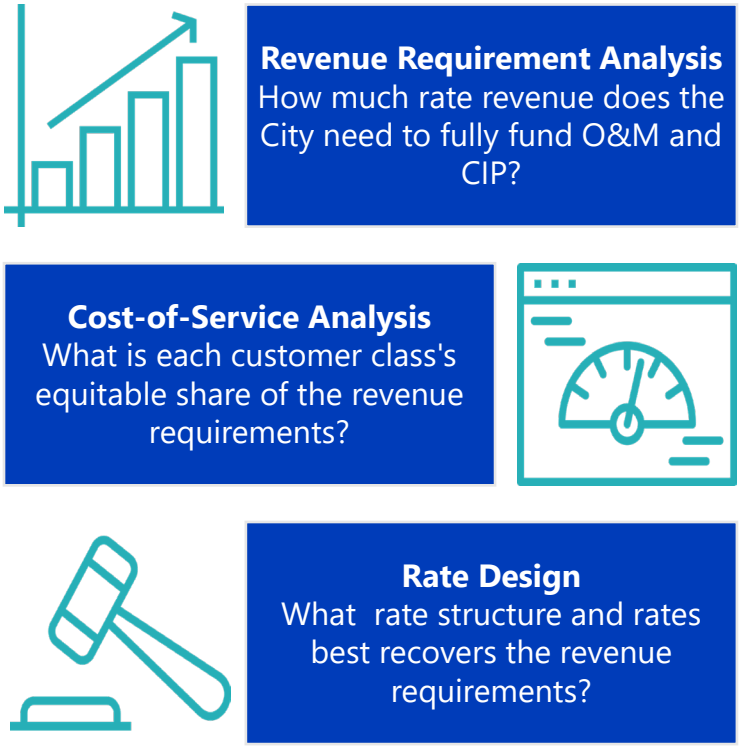


Figure 1 Conceptual Overview of the Rate-Setting Process

2.2.1 Rate Design and Calculation

The rate design involves developing a rate structure that proportionately recovers costs from customers. This structure must be resilient enough to handle changing cost and demand scenarios, and flexible enough to meet other unique criteria. By collecting different cost drivers from different rate components, the utility can ideally balance these goals.

The rate calculation is intended to quantify the nexus between the Revenue Requirements and the final rate that customers are charged. This process establishes rates to match the estimated revenue generation with expenditures.

2.3 Forward-Looking Statement

The calculations and forecasts of this analysis are based upon the information available and reasonable projection of existing service costs, customer demands, system operational needs, existing legal agreements, and other similar data provided by the City, as well as Carollo's best understanding of the City's system. These projections are based on the data provided by the City.

If significant changes occur to any of those or the other assumptions used in this analysis, the City may need to revisit the analysis. These changes could include unexpected inflation, changes to Arkansas specific legislation governing water and sewer utilities, deviation from the projected water and sewer demands, just to name a few.

2.4 Study Assumptions and Inputs

2.4.1 Input Data

City staff provided Carollo with the following data, which was used to build Carollo's rate model:

- FY 2024 and 2025 operations and maintenance (O&M) budgets for water and sewer.
- Multi-year capital improvement plans (CIP).
- Water and sewer billing data for FY 2022-2024.
- Debt service schedules for existing debt obligations.
- Projected system growth based on recent history.
- Beginning reserve balances for FY 2025.

Carollo used this data to forecast expenses and revenues, and total revenue requirements for the next ten years. This forecast extends beyond the five-year timeframe of proposed rate adjustments as it is a best practice to look at possible long-term funding needs.

2.4.2 Cost Escalation and Budget Forecasting

Based on discussion, Carollo and City staff determined escalation factors to project revenues and expenses when developing a 10-year financial forecast. These factors were selected based on recent history, anticipated drivers, and other relevant factors.

Most expenses were escalated either by a general inflation factor of 3 percent, which was based on a combination of recent inflation trends and anticipated near-term inflation. Salary and labor-related expenses were escalated by 5 percent per City staff guidance. Purchased water costs from BWD were escalated based on BWD's adopted rate schedule, which is set to increase rates annually by approximately 8.5 percent through FY 2030.

While an annual account growth of 2 percent was used to project water sales, an annual account growth of 1.75 percent was used to project sewer sales, as the sewer system is anticipated to grow at a slightly lower rate.

Construction materials as part of the budget were escalated by 3.5 percent. Capital costs provided in the CIP were already escalated by the City and were therefore not escalated in the model.

Interest earnings on any cash deposits held by the City were calculated and projected based on the previous year's cash ending balance using a 0.35 percent annual factor.

The various escalation rates for these factors and others are shown in Table 5.

Table 5 Escalation Factors

Cost / Input Category	Annual Rate
General Inflation / Operations	3.0%
Labor	5.0%
Energy	5.0%
Water Cost from BWD	8.5% (5-year average)
Water Cost + Growth	10.7% (5-year average)
Capital	3.5%
Water Account Growth	2.0%
Sewer Account Growth	1.75%
Reserve Interest Rate	0.35%

SECTION 3 WATER SYSTEM ANALYSIS

3.1 Input Data

3.1.1 Current Rates

The City's current water rate structure has two components: a fixed monthly charge based on meter size; and a usage charge based on the amount of metered water sold. Residential customers have an inclining 3-tiered variable rate structure and non-residential customers are charged a uniform variable rate. The existing rates that took effect on January 1, 2026 are shown in Table 6.

Inside and outside City customers are charged separate rates for service, with outside City customers' rates being higher than inside City. This difference is to account for the lack of ownership and equity of the City's system, as well as to support the additional infrastructure required to extend the distribution system outside of the City limits.

Table 6 Existing Water Rates and Charges

Rate Component	Inside City	Outside City	Wholesale
Monthly Water Service Charge			
5/8" Meter	$7.85	$8.98	$9.90
5/8" x 3/4" Meter	7.85	8.98	9.90
1" Meter	11.30	15.55	15.55
1.5" Meter	21.55	30.78	30.78
2" Meter	29.52	42.64	42.64
3" Meter	64.37	88.89	88.89
4" Meter	106.59	130.07	133.70
6" Meter	213.18	245.14	253.40
8" Meter	319.67	367.63	396.49
Volumetric Charges ($/1,000 gallons)			
Residential			
Tier 1 (first 2,000 gallons)	$4.04	$5.10	
Tier 2 (2,001 – 15,000 gallons)	5.34	6.75	
Tier 3 (> 15,000 gallons)	7.57	9.57	
Non-Residential (all usage)	$4.72	$5.75	
Major Industrial (all usage)	$3.53	$3.92	
Irrigation (all usage)	$5.34	$6.61	
Wholesale (all usage)			$3.71

Notes:
(1) Rates and charges effective January 1, 2026.

3.1.2 Billing Data

3.1.2.1 Baseline Billing Data

The City provided billing data covering FY 2022 through 2024 for the water system, including date, customer identifier, meter size, location (inside or outside city), customer type, metered usage within each tier, and billed dollar amount. Carollo analyzed this data and aggregated usage, and bill counts for each meter size and location.

3.1.2.2 Projected Billing Data

To project billing data for the next five years, Carollo used an annual growth assumption of 2.0 percent for all retail classes and locations but kept wholesale number of accounts steady. Retail per account usage is projected to remain stable, meaning that any change in total projected water sales is due to account growth.

The baseline and forecasted billing summaries are shown in the following tables. In the rate model, total annual bill counts were used to forecast revenues as the number of accounts fluctuates month to month and total accounts directly corresponds with billed revenue. For purposes of transparency, however, this report provides for the total number of connections. The number of connections was calculated by dividing the number of bills by 12 for each month, even though the actual number of accounts at any given time could deviate from this figure.

Table 7 illustrates the summary of projected number of connections by meter size during the study period. Table 8 summarizes the projected water sales based on the billing data analysis.

Table 7 Projected Number of Water Connections

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Inside City						
5/8”	171	175	178	182	185	189
5/8 x 3/4”	38,905	39,683	40,476	41,286	42,112	42,954
1"	1,592	1,624	1,656	1,689	1,723	1,757
1.5"	342	349	356	363	370	378
2"	375	383	391	398	406	414
3"	97	98	100	102	104	107
4"	16	16	16	17	17	17
6"	5	5	5	6	6	6
Total Inside City	**41,502**	**42,332**	**43,179**	**44,043**	**44,924**	**45,822**
Outside City						
5/8”	12	12	12	13	13	13
5/8 x 3/4"	7,301	7,447	7,596	7,747	7,902	8,060
1"	228	232	237	242	247	251
1.5"	18	19	19	19	20	20
2"	11	11	11	11	12	12

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
3"	1	1	1	1	1	1
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Outside City	**7,570**	**7,722**	**7,876**	**8,033**	**8,194**	**8,358**
Wholesale						
3"	1	1	1	1	1	1
4"	3	3	3	3	3	3
Total Wholesale	**4**	**4**	**4**	**4**	**4**	**4**
Total Number of Connections	**49,077**	**50,058**	**51,059**	**52,080**	**53,122**	**54,184**

Table 8 Current and Projected Water Sales

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Sales (kgal) - Inside City						
Residential						
Tier 1 (first 2,000 gallons)	757,096	772,238	787,683	803,436	819,505	835,895
Tier 2 (2,001 – 15,000 gallons)	857,058	874,199	891,683	909,516	927,707	946,261
Tier 3 (> 15,000 gallons)	459,037	468,218	477,582	487,134	496,877	506,814
Non-Residential (all usage)	924,681	943,175	962,038	981,279	1,000,904	1,020,922
Major Industrial (all usage)	302,406	308,455	314,624	320,916	327,334	333,881
Irrigation (all usage)	342,363	349,210	356,195	363,319	370,585	377,977
Total Inside City Usage (kgal)	**3,642,641**	**3,715,494**	**3,789,804**	**3,865,600**	**3,942,912**	**4,021,770**
Water Sales (kgal) - Outside City						
Residential						
Tier 1 (first 2,000 gallons)	151,008	154,028	157,108	160,250	163,455	166,724
Tier 2 (2,001 – 15,000 gallons)	239,719	244,513	249,403	254,391	259,479	264,669
Tier 3 (> 15,000 gallons)	107,107	109,249	111,434	113,662	115,936	118,254
Non-Residential (all usage)	52,020	53,061	54,122	55,204	56,309	57,435
Major Industrial (all usage)	0	0	0	0	0	0
Irrigation (all usage)	35,527	36,237	36,962	37,701	38,455	39,224
Total Outside City Usage (kgal)	**585,380**	**597,088**	**609,029**	**621,210**	**633,634**	**646,307**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Sales - Wholesale (kgal)						
Elkins	93,225	95,089	96,991	98,931	100,910	102,928
Mount Olive	73,035	74,495	75,985	77,505	79,055	80,636
West Fork	66,632	67,964	69,324	70,710	72,124	73,567
Total Wholesale Usage (kgal)	**232,891**	**237,549**	**242,300**	**247,146**	**252,089**	**257,131**
Total (kgal)	**4,460,913**	**4,550,131**	**4,641,133**	**4,733,956**	**4,828,635**	**4,925,208**

3.1.3 Expenses

3.1.3.1 Budget Data

The City provided Carollo with its currently adopted FY 2025 budget to use as a base for forecasting. The budget provided is for water and sewer combined. Carollo worked closely with City staff to identify how to split costs between two funds and allocated the costs appropriately to each fund based on these discussions. Additionally, costs were escalated based on the percentages shown in Table 5. The baseline and projected operating budget expenses are summarized in Table 9.

Table 9 Baseline and Projected Water Operating Expenses ($ Thousands)

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Utilities Director (1800)	$127	$129	$135	$140	$146	$151
Utilities Project Management (4020)	$258	$244	$255	$267	$279	$287
Utilities Financial Services (1810)	$1,176	$1,355	$1,407	$1,460	$1,516	$1,562
Meter Reading (1820)	$1,339	$1,488	$1,546	$1,607	$1,670	$1,720
Meter Maint & Backflow Prev (1830)	$767	$772	$804	$838	$873	$899
Meter Operations Capital (1840)	$165	$0	$0	$0	$0	$0
Water Purchased (3800)	$16,097	$18,422	$20,442	$22,746	$25,350	$27,501
Operations & Administration (4000)	$2,257	$2,019	$2,089	$2,167	$2,247	$2,315
Water Distribution Maintenance (4310)	$4,332	$4,883	$5,063	$5,251	$5,445	$5,615
Water Storage & Pump Maintenance (4330)	$353	$360	$375	$390	$406	$418
Capital Water Mains (5600)	$0	$0	$0	$0	$0	$0
Water & Sewer Connections (5620)	$534	$571	$593	$615	$639	$658
PILOT	$1,073	$1,133	$1,225	$1,547	$1,955	$2,054
Trustee & Pay Agent Fees	$151	$151	$0	$0	$0	$0
Total Operating Expenses	**$28,629**	**$31,529**	**$33,934**	**$37,029**	**$40,526**	**$43,180**

Notes:
PILOT – payment in lieu of taxes

3.1.3.2 Capital Improvement Plan Expenses

The City provided the FY 2026 through 2030 CIP, which has been approved by City Council, along with planned funding for each project. These expenses were already escalated and provided in future dollars. Most CIP expenses are for routine repair and replacement of water system infrastructure and are planned to be cash-funded through either rate revenues in the year they are collected, or unrestricted reserves, if available after meeting the City's target reserve level.

The City also funds CIP through impact fee revenues. Impact fees are one-time fees paid by new connections to fund infrastructure needed to expand capacity to meet this growth. Impact fees are deposited in a restricted fund and reserved for these growth-related projects.

The summarized five-year CIP and funding allocation is shown in Table 10.

Table 10 Projected Water Capital Improvement Plan and Funding ($ Thousands)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
CIP					
Water System Rehabilitation	$4,445	$4,259	$3,778	$3,667	$4,326
Water Tank Improvements	$1,000	$500	$500	$500	$500
Improvements Defined by Study	$0	$0	$300	$300	$0
Relocations for Bond Projects	$250	$250	$250	$250	$250
Rate Operations Study	$10	$10	$10	$20	$20
Impact Fee Cost Sharing	$75	$75	$75	$75	$75
Water Meters	$1,700	$2,000	$2,400	$2,900	$2,000
Storage & Pump Station Maintenance	$100	$100	$100	$100	$100
Equipment Expansions	$25	$25	$25	$25	$25
Technology Equip Replacement	$10	$73	$15	$54	$25
Building/Office Improvements	$50	$50	$50	$50	$50
Backflow Prevention Assemblies	$50	$50	$50	$50	$50
Utilities Financial Services Improvements	$8	$3	$2	$8	$8
Total Funding Needed	**$7,723**	**$7,395**	**$7,554**	**$7,999**	**$7,428**
Funding					
New Debt	$0	$0	$0	$0	$0
Impact Fees	$3,302	$3,302	$3,302	$3,260	$3,343
Remaining Funding Needed from Rates	$4,421	$4,093	$4,252	$4,738	$4,085
Total Funding Allocated	**$7,723**	**$7,395**	**$7,554**	**$7,999**	**$7,428**

3.1.3.3 Debt Service

The City will begin payments to Series 2024 bond in FY 2027, which was used to fund the 48-inch West Transmission Main Project. While there is no future debt issuances projected in the Study period, the City should evaluate its capital funding strategy as the CIP changes. Table 7 summarizes the debt service for the study period.

Table 11 Existing and Future Modeled Debt Service ($ Thousands)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Existing Debt Service					
Series 2024	$0	$3,052	$4,578	$4,578	$4,578
Total Existing Debt Service	**$0**	**$3,052**	**$4,578**	**$4,578**	**$4,578**
Future Debt Service	$0	$0	$0	$0	$0
Total Debt Service	**$0**	**$3,052**	**$4,578**	**$4,578**	**$4,578**

3.1.4 Revenues

3.1.4.1 Projected Rate Revenues under Existing Rates

Carollo first forecasted rate revenues for the next five years assuming rate adjustments from the City ordinance, which includes a 6 percent increase in water rates in FY 2027 and annual 3 percent increases thereafter. This forecast took the existing rates (Table 6) and calculated revenues based on the projected water sales and bills from Table 7 and Table 8. By calculating baseline rate revenue under existing rates and doing this exercise, Carollo identified any revenue shortfalls under existing rates. Projected revenues before rate adjustments are shown in Table 12.

Table 12 Projected Water Revenues under Existing Rates ($ Thousands)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Sales Revenue	$28,823	$31,129	$32,741	$34,397	$36,138
Operations & Administration (4000)	$339	$297	$278	$269	$274
Water Distribution Maintenance (4310)	$1,318	$1,345	$1,372	$1,399	$1,427
Total Revenues	**$30,480**	**$32,771**	**$34,390**	**$36,066**	**$37,839**

3.2 Water System Revenue Requirements

The revenue requirement analysis is a comprehensive test of a utility's fiscal health, scrutinizing the adequacy of current revenues and setting the basis for short-term and long-term rate planning. It reviews the utility's revenues, expenses, debts, and reserve policies, assessing the viability of each metric going forward. Where cash flow and balances are insufficient, the revenue requirement analysis determines the additional cash flow needed to meet all funding goals.

3.2.1 Revenue Requirement Tests

There are two sufficiency tests used to define the annual revenue requirement during this analysis: (1) reserve target test and (2) debt service coverage test. These sufficiency tests are commonly used to determine the amount of annual revenue that must be generated from a utility's rates. The cash flow sufficiency test was omitted as the City's cash flow is tested under the reserve target test.

- **Reserve Target Test:** Measures if a utility is generating enough revenue to meet the City's minimum operating reserve balance to ensure continuation of their operations and any financial obligations. This test is not legally binding but provides assurance for a utility's financial stability and is often

based on the reserve policies adopted by the City Council. When the year-end balance falls short of the desired target, a rate increase is recommended. This reserve target ranges by utility, depending on capital needs and service demands.

- **Debt Service Coverage Test:** Assesses a utility's ability to meet their annual debt service obligations. Bond issuances regularly include covenants requiring the agency to maintain sufficient cash flows to meet annual debt service payments plus an additional amount. Typical debt service coverage ratios (DSCR) range from 1.20 times to 1.50 times annual debt service, depending on the terms of debt instrument issued. The City's current DSCR target is 1.20 times (1.20x). The higher multiplier can provide credit rating agencies with additional evidence of a utility's strong financial health and can potentially reduce long-term costs. If net revenue falls below debt service coverage in any given year, the model would indicate a need for additional revenue.

Based on the financial sufficiency tests described above, the revenue requirement analysis determines if the City must increase system revenues to meet its ongoing obligations. If revenues are found to be insufficient to meet debt obligation (debt service coverage test) and/or reserve policies (reserve sufficiency test), revenues must be increased to achieve the higher of the needs.

The revenue requirement recommendations presented herein are based on best available information as of the writing of this report.

3.2.2 Reserve Target Test

The reserve target test assesses the adequacy of the rates to maintain end-of-year unrestricted reserve balances at or above the City's policy target. Historically, the City's annual operating reserve minimum was 10 percent of O&M expenses. Industry best practices are an operating reserve of 90 to 180 days of annual O&M expenses. To be more in line with industry standards and provide financial security, Carollo recommended the City increase its operating reserve minimum to the greater of 10 percent of O&M or $7 million for the water fund. The total water and sewer combined minimum reserve is set at $12 million starting in FY 2026.

The reserve balance forecast under the existing rate ordinance is outlined in Table 13 below.

Table 13 Projected Water Reserve Balance Under Existing Rate Ordinance ($ thousands)

Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Ordinance Rate Adjustments		6.0%	3.0%	3.0%	3.0%
Beginning Reserve Balance	$13,497	$8,027	($281)	($11,526)	($24,739)
Sources of Funds					
Rate Revenues	$28,823	$31,129	$32,741	$34,397	$36,138
Other Revenues	$1,657	$1,642	$1,649	$1,668	$1,701
Total Sources of Funds	**$30,480**	**$32,771**	**$34,390**	**$36,066**	**$37,839**
Uses of Funds					
Operating Expenses	$31,529	$33,934	$36,804	$39,963	$42,588
Debt Service	$0	$3,052	$4,578	$4,578	$4,578

Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Cash Funded CIP	$4,421	$4,093	$4,252	$4,738	$4,085
Total Uses of Funds	**$35,950**	**$41,079**	**$45,635**	**$49,279**	**$51,252**
Cash Flow	($5,470)	($8,308)	($11,245)	($13,213)	($13,412)
Ending Reserve Balance	$8,027	($281)	($11,526)	($24,739)	($38,151)
Reserve Balance Target	$7,000	$7,000	$7,000	$7,000	$7,000
Surplus / (Deficit)	$1,027	($7,281)	($18,526)	($31,739)	($45,151)

As shown, the existing rates are insufficient to meet the reserve target throughout the rate-setting period. The City falls below this target beginning in FY 2027. Carollo recommends the following rate revenue increases: 14 percent in FY 2026, 16 percent in FY 2027 and FY 2028, and 3 percent annually thereafter.

Following the proposed rate revenue adjustments, the City is expected to meet its reserve targets throughout the duration of the rate-setting period.

Table 14 Projected Water Reserve Balance Under Proposed Rate Revenue Adjustments ($ thousands)

Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Proposed Revenue Adjustments	14.0%	16.0%	16.0%	3.0%	3.0%
Beginning Reserve Balance	$13,497	$10,045	$7,017	$8,825	$9,007
Sources of Funds					
Rate Revenues	$30,841	$36,406	$46,001	$48,329	$50,774
Other Revenues	$1,657	$1,645	$1,666	$1,696	$1,733
Total Sources of Funds	**$32,498**	**$38,052**	**$47,667**	**$50,025**	**$52,507**
Uses of Funds					
Operating Expenses[1]	$31,529	$33,934	$37,029	$40,526	$43,180
Debt Service	$0	$3,052	$4,578	$4,578	$4,578
Cash Funded CIP	$4,421	$4,093	$4,252	$4,738	$4,085
Total Uses of Funds	**$35,950**	**$41,079**	**$45,859**	**$49,843**	**$51,844**
Cash Flow	($3,452)	($3,028)	$1,808	$182	$663
Ending Reserve Balance	$10,045	$7,017	$8,825	$9,007	$9,670
Reserve Balance Target	$7,000	$7,000	$7,000	$7,000	$7,000
Surplus / (Deficit)	$3,045	$17	$1,825	$2,007	$2,670

Notes:
(1) Operating expenses slightly increase as revenue adjustments increase due to PILOT expenses. The PILOT expense is calculated based on previous year's rate revenue.

3.2.3 Debt Coverage Test

Debt service coverage refers to the collection of revenues to meet all operating expenses and debt service obligations, plus an additional multiple of that debt service. Debt service coverage is dictated by the borrower's bond covenants and establishes a threshold above basic debt service that the borrower must maintain. For example, the City's current bonds require it maintain fees and charges for the sale of water at levels enough to enable it to collect in each year the amount necessary to pay all its water system operating expenses, debt service on the bonds, plus an amount equal to 20 percent of debt service on the bonds. That additional 20 percent is referred to as coverage.

Not all revenues are allowed in the debt coverage test. For the City, impact fee revenues are not included in the calculation.

Table 15 illustrates that debt service coverage requirements (DSCR) under the rate ordinance increases will not be met. Table 16 shows debt coverage following proposed revenue adjustments outlined in Table 14. The City is projected to exceed its debt coverage ratio requirements with the proposed revenue adjustments.

Table 15 Projected Water Debt Service Coverage Under Existing Rate Ordinance ($ thousands)

Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Eligible Revenues	$30,480	$32,771	$34,390	$36,066	$37,839
Operating Expenditures	$31,529	$33,934	$36,804	$39,963	$42,588
Debt Service	$0	$3,052	$4,578	$4,578	$4,578
1.20x Debt Coverage	$0	$610	$916	$916	$916
Debt Service Coverage Target	**$31,529**	**$37,596**	**$42,298**	**$45,457**	**$48,082**
Debt Coverage Surplus/(Deficit)	N/A	($4,825)	($7,908)	($9,391)	($10,243)
DSCR Before Increase	**no debt**	**-0.38x**	**-0.53x**	**-0.85x**	**-1.04x**

Table 16 Projected Water Debt Service Coverage Under Proposed Rate Revenue Adjustments ($ thousands)

Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Eligible Revenues	$32,498	$38,052	$47,667	$50,025	$52,507
Operating Expenditures	$31,529	$33,934	$37,029	$40,526	$43,180
Debt Service	$0	$3,052	$4,578	$4,578	$4,578
1.20x Debt Coverage	$0	$610	$916	$916	$916
Debt Service Coverage Target	**$31,529**	**$37,597**	**$42,522**	**$46,020**	**$48,674**
Debt Coverage Surplus/(Deficit)	$969	$455	$5,144	$4,005	$3,833
DSCR Before Increase	**no debt**	**1.35x**	**2.32x**	**2.07x**	**2.04x**

3.3 Water COS Analysis

The COS analysis serves as a rational basis for distributing the full costs of the City's water service to each customer class in proportion to the demands placed on the system. Those steps are outlined in Figure 2.

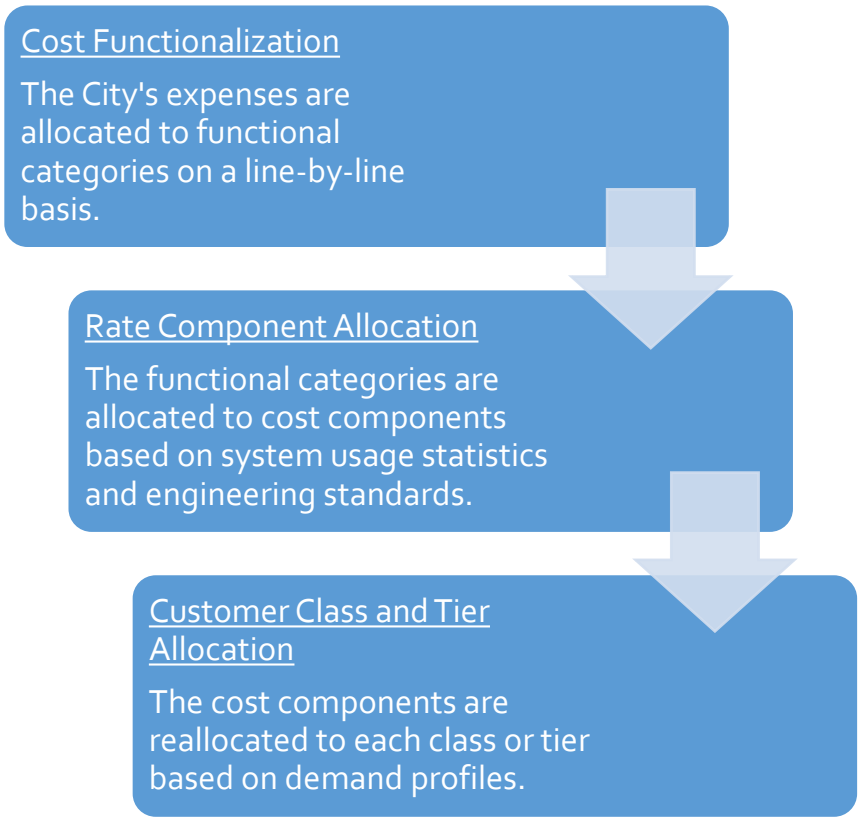


Figure 2 COS Analysis Steps

The COS analysis takes the revenue requirements outlined in the prior section and allocates them first to City functions and then to customer classes based on usage of the City's system. The goal is to provide a fair and equitable method of allocating costs and establishes a clear nexus between the water used by different customers and the fees they are charged by the City to distribute and store that water.

Using the industry standard methodology outlined in the AWWA M1 Manual, the two most widely used methods for allocation of functionalized costs to cost components:

- **Base Extra Capacity Method**, where costs are allocated among: (1) a base category to provide baseline water service or average day demand; (2) an extra capacity category to provide peak demand service, often split into maximum day and maximum hour components; and (3) a customer category to provide services that do not vary with water usage, such as customer service and billing.
- **Commodity Demand Method**, where costs are allocated among: (1) a commodity category for costs that are directly driven by demand; (2) a demand category for building and maintaining peak system capacity; and (3) a customer category to provide services that do not vary with water usage, such as customer service and billing.

Both methodologies recognize that the COS "depends not only on the total volume of water used, but also on the rate of use, or peak demand requirements." Costs incurred by the City are not incurred uniformly or simply based on the total quantity or volume of water used. The COS changes based on both when and how much water is used. Both methodologies account for this by including an extra capacity or demand category, in recognition of costs associated with capacity that is not used consistently which impacts operating costs and capital asset related costs to accommodate peak flows.

For this Study, the Base Extra Capacity methodology was selected. The following sections discuss how costs are allocated to the system's functions, cost components, and customer classes using this methodology.

3.3.1 Functional Cost Allocation

The functional cost allocation assigns the test year's revenue requirement identified by major functions. The Study developed a list of functions specific to the City's water system. Each function is related and allocated to specific cost components, which can then be assigned to rates. The functional components used for the City are:

- **Customer Billing:** Costs associated with materials and outside services directly related to customer communication such as billing, outreach, printing, and postage.
- **Meters Services:** Costs associated with water meters and service connections.
- **Supply:** Costs associated with obtaining treated water to then provide to retail and wholesale customers.
- **Pumping:** Costs associated with pumping treated water.
- **Storage:** Costs associated with storage of treated water to provide adequate system pressure and meet maximum hour demands.
- **Distribution:** Costs associated with delivering water to customers including the operation and maintenance of the water distribution system facilities.
- **As All Others:** Costs associated with other expenses that provide an overall benefit to the water system such as staff costs for management personnel who oversee all aspects of the water operation. This category also includes costs that do not fit any of the other categories such as overhead, in lieu of taxes expense, and the Operations & Administration (4000) budgeted cost center.

The City's budget was analyzed line by line and distributed to appropriate components listed above. Details of how the O&M, debt service, and other expenses were distributed among functional categories are shown in the following sections.

3.3.2 Cost Components

Once the City's budget was allocated to functional categories, each function category was allocated to the cost components. The following describes each of the cost components for the City.

- **Base:** This category includes a portion of operating and capital costs related to source of supply and distribution costs, up to a level that meets the City's baseline (average day) demands throughout the year. Base also includes a portion of general and administrative costs associated with the operations and management of those functions.

- **Extra Capacity – Max Day:** This category includes a portion of O&M and capital costs for water distribution related to meeting maximum day demands. Max day also includes a portion of general and administrative costs associated with the operations and management of those functions.

  These costs are incremental to those required for Base service. For example, they include capital costs related to oversizing the system to meet excess max day demand.

  System peaking factors are used to determine the appropriate allocations to the Extra Capacity cost components. For the purpose of this Study, the maximum day peaking factor is 1.9 based on the City's water use records. This means that the maximum day demand is assumed to be 1.9 times the average day demand.
- **Extra Capacity – Max Hour:** The Max Hour category is similar to the Max Day category but covers the additional costs related to peak above Max Day. These costs are incremental to those required for Base and Max Day service. The Max Hour peaking factor is 1.1 times the maximum day demand based on the City's recent water use records.
- **Common to All:** Costs associated with the part of the distribution system that retail and wholesale customers use, like large transmission mains.
- **Common to Retail:** Costs associated with the distribution system that only retail customers use, like smaller water pipes and storage for max hour demands.
- **Meter Service:** Costs associated with customer meters and service lines and the associated capacity. These costs are included in the fixed charge based on the meter's hydraulic capacity.
- **Customer:** Costs related to operational support activities including accounting, administration, billing, and customer service. These expenditures are common to all customers and are reasonably uniform across the different customer classes.

Carollo reviewed the existing fixed assets for the water system and allocated each to the appropriate functional category based on direction from City staff. In addition, each of the operating budget line items was reviewed and its corresponding costs allocated based on the service provided. The functionalized assets and O&M are then allocated to the appropriate cost components according to the Base Extra Capacity methodology. This functional allocation process provides a reasonable, appropriate basis for proportionately distributing costs to customer types based on their usage patterns and is grounded in COS principles and standards.

3.3.2.1 Fixed Asset Allocation

Carollo reviewed the fixed asset registry provided by City staff, which allocated each asset to a specific functional category. The Study then allocated the functionalized assets to cost components. The overall results of this allocation are used as a proxy to allocate capital-related costs. This minimizes large shifts in the allocation of capital costs, which can vary significantly from year to year.

Table 13 summarizes the allocation of the functionalized assets to the components to determine the allocation factors applied to the capital related costs.

Table 17 Allocation of Water System Assets to Cost Components ($ thousands)

Description	Total Value	Customer	Service	All Base	All Max Day	All Max Hour	Retail Base	Retail Max Day	Retail Max Hour	As All Others
Transmission	$90,711	$0	$0	$34,396	$56,315	$0	$0	$0	$0	$0
Distribution	$103,863	$0	$15,580	$0	$0	$0	$28,843	$51,415	$8,026	$0
Storage	$888	$0	$0	$0	$0	$0	$319	$569	$0	$0
Water Meter	$3,622	$0	$3,622	$0	$0	$0	$0	$0	$0	$0
General Water	$1,683	$0	$0	$0	$0	$0	$0	$0	$0	$1,683
Subtotal Allocation	$200,768	$0	$19,202	$34,396	$56,315	$0	$29,163	$51,984	$8,026	$1,683
Reallocation of General	$1,683	$0	$162	$291	$476	$0	$247	$440	$68	
Total Allocation ($)		**$19,364**	**$34,686**	**$56,791**	**$0**	**$29,409**	**$52,423**	**$8,094**	**$0**	
Total Allocation (%)		**9.6%**	**17.3%**	**28.3%**	**0.0%**	**14.6%**	**26.1%**	**4.0%**	**0.0%**	

3.3.2.2 O&M Allocation

Similar to fixed assets, Carollo allocated the water system operating expenses to functional categories and then to cost components. The allocation percentages used to functionalize the operating budgets are estimates based on discussions with City staff. Table 18 provides the allocation of the O&M budget to functional categories. Table 19 summarizes the allocation of the functionalized O&M expenses to the cost components.

Table 18 Functional Allocation of Water O&M Budget (FY 2026) ($ thousands)

Component	FY 2026 Budget	Customer	Meter Service	Supply	Pumping	Storage	Distribution	As All Others
Utilities Director (1800)	$129	$0	$0	$0	$0	$0	$0	$129
Utilities Project Management (4020)	$244	$0	$0	$0	$0	$0	$0	$244
Utilities Financial Services (1810)	$1,355	$1,355	$0	$0	$0	$0	$0	$0
Meter Reading (1820)	$1,488	$0	$1,488	$0	$0	$0	$0	$0
Meter Maint & Backflow Prev (1830)	$772	$0	$772	$0	$0	$0	$0	$0
Meter Operations Capital (1840)	$0	$0	$0	$0	$0	$0	$0	$0

Component	FY 2026 Budget	Customer	Meter Service	Supply	Pumping	Storage	Distribution	As All Others
Water Purchased (3800)	$18,422	$0	$0	$18,422	$0	$0	$0	$0
Operations & Administration (4000)	$2,019	$0	$0	$0	$0	$0	$0	$2,019
Water Distribution Maintenance (4310)	$4,883	$0	$0	$0	$0	$0	$4,883	$0
Water Storage & Pump Maintenance (4330)	$360	$0	$0	$0	$180	$180	$0	$0
Capital Water Mains (5600)	$0	$0	$0	$0	$0	$0	$0	$0
Water & Sewer Connections (5620)	$571	$0	$571	$0	$0	$0	$0	$0
PILOT	$1,133	$0	$0	$0	$0	$0	$0	$1,133
Trustee & Pay Agent Fees	$151	$0	$0	$0	$0	$0	$0	$151
Total Operating Expenses	**$31,529**	**$1,355**	**$2,831**	**$18,422**	**$180**	**$180**	**$4,883**	**$3,677**
Reallocation of As All Others		$179	$374	$2,432	$24	$24	$645	
Total Allocation ($)		**$1,534**	**$3,205**	**$20,854**	**$204**	**$204**	**$5,528**	
Total Allocation (%)		**4.9%**	**10.2%**	**66.1%**	**0.6%**	**0.6%**	**17.5%**	

Table 19 Allocation of Water O&M Budget to Cost Components ($ thousands)

Description	FY 2026 Budget	Customer	Meter Service	All Base	All Max Day	All Max Hour	Retail Base	Retail Max Day	Retail Max Hour
Meter Service	$3,205	$0	$3,205	$0	$0	$0	$0	$0	$0
Customer Billing	$1,534	$1,534	$0	$0	$0	$0	$0	$0	$0
Supply	$20,854	$0	$0	$7,908	$12,947	$0	$0	$0	$0
Pumping	$204	$0	$0	$0	$0	$0	$67	$119	$19
Storage	$204	$0	$0	$0	$0	$0	$67	$119	$19
Distribution	$5,528	$0	$0	$0	$0	$0	$1,806	$3,219	$503
Total Allocation ($)	**$31,529**	**$1,534**	**$3,205**	**$7,908**	**$12,947**	**$0**	**$1,939**	**$3,457**	**$540**
Total Allocation (%)		**4.9%**	**10.2%**	**25.1%**	**41.1%**	**0.0%**	**6.2%**	**11.0%**	**1.7%**

Notes:
(1) Totals may not tie due to rounding.

3.3.2.3 Offsetting Revenue

Water connection fees, billed services, interest income, contracted services, and other non-rate revenue are used to offset the revenue requirements and reduce the required increase in rate revenue. Additionally, Outside City retail and wholesale revenue also offset the revenue requirements for Inside City customers. Table 20 summarizes the net revenue requirements.

Table 20 Allocation of Water Revenue Requirements to Cost Components ($ thousands)

Description	FY 2026 Budget	Customer	Meter Service	All Base	All Max Day	All Max Hour	Retail Base	Retail Max Day	Retail Max Hour
Operating Expenses	$31,529	$1,534	$3,205	$7,908	$12,947	$0	$1,939	$3,457	$540
Capital Costs:									
Cash Funded Capital	$4,421	$0	$426	$764	$1,251	$0	$648	$1,154	$178
Debt Service	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Revenue Requirement	$35,950	$1,534	$3,631	$8,671	$14,197	$0	$2,587	$4,611	$718
Less Offsetting Revenues:									
Non-Operating Revenues	($1,657)	$0	$0	$0	$0	$0	($541)	($965)	($151)
Outside City Retail	($6,020)	($237)	($682)	($1,175)	($2,154)	$0	($559)	($1,058)	($156)
Outside City Wholesale	($1,179)	($0)	($4)	($467)	($707)	$0	$0	$0	$0
Change in Cash Reserves	($1,434)	$0	($138)	($248)	($406)	$0	($210)	($375)	($58)
Net Revenue Requirement	**$25,660**	**$1,297**	**$2,807**	**$6,782**	**$10,931**	**$0**	**$1,276**	**$2,213**	**$354**
Allocation		**5.1%**	**10.9%**	**26.4%**	**42.6%**	**0.0%**	**5.0%**	**8.6%**	**1.4%**

3.3.3 Customer Allocation

The amount of costs allocable to customers is calculated with the unique units associated with each cost function. For example, the customer component is the same for all meter sizes and is calculated by dividing the allocated customer costs by the number of accounts. The resulting value will then be allocated to each customer class in the final COS step.

3.3.3.1 Units of Service

Based on functional category, the units of service are water consumed, incremental demand (max day and max hour capacity), meter equivalents, and annual bills.

- **Base Costs:** Allocated by total annual treated sales volume or annual water consumption in 1,000 gallons.
- **Extra Capacity Costs:** Allocated based on each customer type's extra capacity demand developed from the incremental amounts between max day demand and average day demand and between max hour demand and max day demand. Extra capacity units are based on the incremental capacity, in 1,000 gallons per day, needed to serve demands in excess of the baseline or average day demand.
- **Meter Equivalents:** The meter equivalents are derived based on the meter's hydraulic capacity. Larger meters are assigned more meter equivalents than smaller meters.
- **Customer:** For the fixed charge, customer component unit cost is based on number of bills.

3.3.3.2 Unit Cost Development

In order to allocate the COS to various customer types, unit costs of service are developed for each cost component. As shown in Table 16, the total rate revenue requirements are allocated to each cost component for the test year. The total cost for each functional category is then divided by the total number of associated units of service to determine appropriate unit costs for the water system. The units of service for each customer type are shown in Table 21. Table 22 illustrates the calculation of the unit costs for each cost component, which are then applied to the units of service.

Table 21 Water Units of Service by Customer Type (FY 2026)

Component	# of Bills	# of Bills Equivalents	Annual Water Usage (kgal)	Max Month	Max Day	Max Hour
Inside City:						
Residential	449,248	459,898	2,114,655	230,250	10,726	7,441
Non-Residential	38,773	61,805	943,175	91,054	3,357	3,176
Major Industrial	59	806	308,455	34,788	1,098	1,039
Irrigation	19,909	26,590	349,210	73,513	3,346	1,386
Outside City:						
Residential	85,417	86,476	507,790	73,409	2,656	1,795
Non-Residential	4,866	6,201	53,061	5,676	189	179
Major Industrial	0	0	0	0	0	0
Irrigation	2,376	3,166	36,237	8,299	347	144
Wholesale:						
Elkins	12	162	95,089	10,370	394	326
Mount Olive	24	270	74,495	8,631	341	258
West Fork	12	162	67,964	7,917	313	236

Table 22 Development of Water Unit Costs ($ thousands)

Description	Customer	Meter Service	All Base	All Max Day	All Max Hour	Retail Base	Retail Max Day	Retail Max Hour
Allocated Revenue Requirements	$1,297	$2,807	$6,782	$10,931	$0	$1,276	$2,213	$354
Total Units	507,990	549,099	3,715,494	18,527	13,042	3,715,494	18,527	13,042
Unit Cost	$2.55	$5.11	$1.83	$589.99	$0.00	$0.34	$119.47	$27.13
Units	# of Bills	# of equiv. bills	kgal	kgal/day	kgal/day	kgal	kgal/day	kgal/day

Table 23 shows the COS by customer type for the FY 2026 test year.

Table 23 Water Revenue Requirement by Customer Type (FY 2026)

Component	Test Year FY 2026
Inside City:	
Residential	$15,835
Non-Residential	$4,975
Major Industrial	$1,482
Irrigation	$3,368
Outside City:	
Residential	$5,112
Non-Residential	$417
Major Industrial	$0
Irrigation	$496
Wholesale	$1,179
Total	**$32,863**

3.4 Water Rate Design

Revenue requirements and COS analysis provide the basis for designing water rates. Revenue requirements show the level of revenue to be recovered from rates to fund utility's O&M and capital needs and provide adequate resources to meet minimum cash levels. COS allocations provide the units and ultimately the COS for each customer class that can be used to design equitable user rates and charges.

During rate design, it is important to develop equitable charges that commensurate with the cost of providing service to customers. As this is challenging for each individual customer, rates are normally designed to meet average conditions for each customers type with similar service requirements.

The COS results are based on cost and engineering estimates that rely in part on professional judgement and experience. Detailed results should not be used as exact answers but as guides to the necessity for rate adjustments. Practical considerations may enter into the final choice of charges, recognizing such factors as previous rate levels, existing rate structures, the degree of adjustments indicated, and policies concerning the application of rates. Carollo worked with City staff to analyze various adjustments with goals of affordability to low volume water users, water conservation, and improving equity and understanding among customers. The FY 2026 proposed water rates are intended to transition each customer type toward its COS. Starting in FY 2027, rates are recommended to be increased across the board for each rate component.

3.4.1 Rate Structure

The City's existing water rates have been in effect since January 1, 2026, with the following rate structure:

- Monthly service charge varies by meter size and varies by inside City, outside City, and wholesale. Outside City rate factors vary and are not consistent amongst meter sizes.
- Volume rate ($ per 1,000 gallons) structure consists of three tiers for residential and a uniform volume rate for all non-residential customer classes.

Carollo recommends the following minor modifications to the existing water rate structure:

- Monthly service charge for outside City and wholesale is proposed to be the same.
- All outside City rates have a factor of 1.5 times the rates of inside City for the monthly service charge and volume rates. This difference is to account for the lack of ownership and equity of the City's system, as well as to support the additional infrastructure required to extend the distribution system out to the farther reaches.
- The proposed irrigation rate is the same rate as the residential third tier rate.

3.4.2 Fixed Monthly Service Charges

A monthly fixed service charge is a cost recovery mechanism that is generally designed to recover the utility's fixed expenditures, such as metering, testing, billing and other customer related costs. The proposed fixed charge primarily recovers the customer service and other fixed cost components of the revenue requirements.

Table 24 summarizes the existing and FY 2026 mid-year proposed monthly service charges by meter size for July 1, 2026. There is no proposed increase to the Inside City monthly water service charges for the mid-year rate adjustments. However, Outside City proposed monthly service charges have a 1.5 rate factor applied beginning July 1, 2026.

Table 24 Existing and Mid-Year Proposed Inside City Water Monthly Service Charges

Rate Component	Existing[1]	FY 2026 Proposed[2,3]	Difference
Monthly Water Service Charge			
5/8" Meter	$7.85	$7.85	$0.00
5/8" x 3/4" Meter	7.85	7.85	0.00
1" Meter	11.30	11.30	0.00
1.5" Meter	21.55	21.55	0.00
2" Meter	29.52	29.52	0.00
3" Meter	64.37	64.37	0.00
4" Meter	106.59	106.59	0.00
6" Meter	213.18	213.18	0.00
8" Meter	319.67	319.67	0.00

Notes:
(1) Existing fixed effective January 1, 2026.
(2) Proposed service charge effective July 1, 2026.
(3) Proposed Outside City and Wholesale monthly service charges are 1.5x proposed inside City rates.

Starting in FY 2027 proposed monthly service charges can be calculated by escalating them based on proposed revenue requirement increases shown in Table 25.

The proposed five-year rates are shown in the following tables. All rates have been rounded up to the nearest $0.01 to avoid under-collection of revenues.

Table 25 Inside City Existing and Proposed Water Monthly Service Charges for the Study Period

Rate Component	Existing	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue Adjustments		*14.0%*	*16.0%*	*16.0%*	*3.0%*	*3.0%*
Monthly Water Service Charge						
5/8" Meter	$7.85	$7.85	$9.11	$10.57	$10.89	$11.22
5/8" x 3/4" Meter	$7.85	$7.85	$9.11	$10.57	$10.89	$11.22
1" Meter	$11.30	$11.30	$13.11	$15.21	$15.67	$16.15
1.5" Meter	$21.55	$21.55	$25.00	$29.00	$29.87	$30.77
2" Meter	$29.52	$29.52	$34.25	$39.73	$40.93	$42.16
3" Meter	$64.37	$64.37	$74.67	$86.62	$89.22	$91.90
4" Meter	$106.59	$106.59	$123.65	$143.44	$147.75	$152.19
6" Meter	$213.18	$213.18	$247.29	$286.86	$295.47	$304.34
8" Meter	$319.67	$319.67	$370.82	$430.16	$443.07	$456.37

Notes:
(1) Existing fixed effective January 1, 2026.
(2) Beginning FY 2027 monthly service charges are effective January 1 of each fiscal year.
(3) Outside City rates are 1.5 times inside City rates.

3.4.3 Volumetric Rates

Variable volumetric rates include a base component, which represents the cost to meet the average day demand, a maximum day component, which represents the incremental cost to meet the maximum day demand; and a maximum hour component, which represents the cost to meet the maximum hour demand.

Carollo recommends that the City keep its inclining three-tier residential rate structure, where the volume rate increases for each incremental unit of water at each tier. This rate structure encourages water conservation, which is a goal of the City.

When designing rates during this Study, Carollo also took a closer look at the low volume users with water use of 2,000 gallons or less. The proposed volumetric rates for Tier 1 (first 2,000 gallons) will not increase for the mid-year FY 2026 rate adjustments, which supports the City's conservation and affordability efforts.

The FY 2026 proposed rates for Inside City customer classes are summarized in the table below:

Table 26 Existing and FY 2026 Proposed Water Volumetric Rates

Rate Component	Existing[1]	FY 2026 Proposed[2,3]	Difference
Volumetric Charges ($/1,000 gallons)			
Residential			
Tier 1 (first 2,000 gallons)	$4.04	$4.04	$0.00
Tier 2 (2,001 – 15,000 gallons)	$5.34	$5.80	$0.46
Tier 3 (> 15,000 gallons)	$7.57	$8.70	$1.13
Non-Residential (all usage)	$4.72	$4.77	$0.05
Major Industrial (all usage)	$3.53	$4.10	$0.57
Irrigation (all usage)	$5.34	$8.70	$3.36
Wholesale (all usage)	$3.71	$4.25	$0.54

Notes:
(1) Rates and charges effective January 1, 2026.
(2) Proposed service charge effective July 1, 2026.
(3) Proposed Outside City volumetric rates are 1.5x proposed inside City rates.

While FY 2026 rates take into account the COS analysis and the City's goals and objectives, beginning in FY 2027, the volumetric rates can be calculated by escalating the rates and charges by the revenue adjustment percentages.

The proposed five-year volume rates are shown in the following table. All rates have been rounded up to the nearest $0.01 to avoid under-collection of revenues.

Table 27 Inside City Existing and Proposed Water Volumetric Rates for the Study Period

Rate Component	Existing	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue Adjustments		*14.0%*	*16.0%*	*16.0%*	*3.0%*	*3.0%*
Volumetric Rates ($/1,000 gallons)						
Residential						
Tier 1 (first 2,000 gallons)	$4.04	$4.04	$4.69	$5.45	$5.62	$5.79
Tier 2 (2,001 – 15,000 gallons)	$5.34	$5.80	$6.73	$7.81	$8.05	$8.30
Tier 3 (> 15,000 gallons)	$7.57	$8.70	$10.10	$11.72	$12.08	$12.45
Non-Residential (all usage)	$4.72	$4.77	$5.54	$6.43	$6.63	$6.83
Major Industrial (all usage)	$3.53	$4.10	$4.76	$5.53	$5.70	$5.88
Irrigation (all usage)	$5.34	$8.70	$10.10	$11.72	$12.08	$12.45
Wholesale (all usage)	$3.71	$4.25	$4.93	$5.72	$5.90	$6.08

Notes:
(1) Rates and charges effective January 1, 2026.
(2) Proposed service charge effective July 1, 2026.
(3) Proposed Outside City volumetric rates are 1.5x proposed inside City rates.

SECTION 4 SEWER SYSTEM ANALYSIS

4.1 Input Data

4.1.1 Current Rates

The City's current sewer rate structure has two components: a fixed monthly charge based on meter size; and a volumetric charge based on the amount of metered water sold. Residential customers have an inclining 2-tiered variable rate structure and are charged based on a five-month winter average to account for water use that does not end up in the sewer system. Non-residential customers are charged a uniform variable rate. The existing rates that took effect on January 1, 2026 are shown in Table 28.

Similar to water, inside and outside City customers are charged different rates for service, with outside City's rates being higher than inside City's. This difference is to account for the lack of ownership and equity of the City's system, as well as to support the additional infrastructure required to extend the distribution system outside of the City limits.

Table 28 Existing Sewer Rates and Charges

Rate Component	Inside City	Outside City
Monthly Water Service Charge		
5/8" Meter	$13.52	$16.66
5/8" x 3/4" Meter	13.52	16.98
1" Meter	25.94	33.23
1.5" Meter	47.53	66.98
2" Meter	65.37	93.23
3" Meter	140.67	195.74
4" Meter	231.8	286.99
6" Meter	459.37	532.02
8" Meter	687.03	592.02
Volumetric Charges ($/1,000 gallons)		
Residential		
Tier 1 (first 2,000 gallons)	$5.24	$8.05
Tier 2 (>2,000 gallons)	$6.99	$8.05
Non-Residential (all usage)	$5.88	$8.05
Major Industrial (all usage)	$6.21	$8.05
Wholesale (all usage)	$6.09	$6.09

Notes:
(1) Outside City sewer rates shown do not include Farmington and Greenland surcharges.

4.1.2 Billing Data

4.1.2.1 Baseline Billing Data

The City provided billing data covering FY 2022 through 2024 for the sewer system, including date, customer identifier, meter size, location (inside or outside city), customer type, wastewater flow billed within each tier, and billed dollar amount. Carollo analyzed this data and aggregated usage, and bill counts for each meter size and location.

4.1.2.2 Projected Billing Data

To project billing data for the next five years, Carollo used an annual growth assumption of 1.75 percent for all retail classes and locations while keeping wholesale number of accounts steady. Retail per account flow is projected to remain stable, meaning that any change in total projected sewer sales is due to account growth.

The baseline and forecasted billing summaries are shown in the following tables. In the rate model, total annual bill counts were used to forecast revenues as the number of accounts fluctuates month to month and total accounts directly corresponds with billed revenue. For purposes of transparency, however, this report provides for the total number of connections. The number of connections was calculated by dividing the number of bills by 12 for each month, even though the actual number of accounts at any given time could deviate from this figure.

Table 29 below illustrates the summary of projected number of connections by meter size during the study period. Table 30 summarizes the projected sewer sales based on the billing data analysis.

Table 29 Projected Number of Sewer Connections

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Inside City						
5/8"	161	164	167	170	173	176
5/8 x ¾"	35,210	35,826	36,453	37,091	37,740	38,401
1"	672	684	696	708	720	733
1.5"	267	272	276	281	286	291
2"	289	294	299	304	309	315
3"	51	52	53	54	55	55
4"	12	12	12	13	13	13
6"	4	4	4	4	4	4
Total Inside City	**36,666**	**37,308**	**37,960**	**38,625**	**39,300**	**39,988**
Outside City						
5/8"	9	9	9	9	9	3
5/8 x ¾"	2,867	2,917	2,968	3,020	3,073	3,126
1"	37	38	38	39	40	40
1.5"	5	5	5	5	5	6
2"	2	2	2	2	2	2

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
3"	0	0	0	0	0	0
4"	0	0	0	0	0	0
6"	0	0	0	0	0	0
Total Outside City	**2,919**	**2,971**	**3,023**	**3,075**	**3,129**	**3,184**
Wholesale						
4"	1	1	1	1	1	1
8”	1	1	1	1	1	1
Total Wholesale	**2**	**2**	**2**	**2**	**2**	**2**
Total Number of Connections	**39,587**	**40,280**	**40,985**	**41,702**	**42,432**	**43,174**

Table 30 Current and Projected Sewer Sales

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Sewer Sales (kgal) - Inside City						
Residential						
Tier 1 (first 2,000 gallons)	735,608	748,481	761,579	774,907	788,468	802,266
Tier 2 (>2,000 gallons)	861,902	876,985	892,333	907,948	923,837	940,005
Non-Residential (all usage)	786,956	800,728	814,740	828,998	843,506	858,267
Major Industrial (all usage)	297,546	302,753	308,052	313,443	318,928	324,509
Total Inside City Usage (kgal)	**2,682,012**	**2,728,947**	**2,776,704**	**2,825,296**	**2,874,739**	**2,925,047**
Sewer Sales (kgal) - Outside City						
Residential (all usage)	99,430	101,170	102,941	104,742	106,575	108,440
Non-Residential (all usage)	14,248	14,497	14,751	15,009	15,272	15,539
Major Industrial (all usage)	0	0	0	0	0	0
Total Outside City Flow (kgal)	**113,678**	**115,668**	**117,692**	**119,752**	**121,847**	**123,980**
Sewer Sales - Wholesale (kgal)						
Elkins	96,697	98,389	100,111	101,863	103,645	105,459
West Fork	77,327	78,680	80,057	81,458	82,884	84,334
Total Wholesale Flow (kgal)	**174,024**	**177,069**	**180,168**	**183,321**	**186,529**	**189,793**
Total (kgal)	**2,969,714**	**3,021,684**	**3,074,563**	**3,128,368**	**3,183,115**	**3,238,819**

4.1.3 Expenses

4.1.3.1 Budget Data

The City provided Carollo with its currently adopted FY 2025 budget to use as a base for forecasting. The budget provided is for water and sewer combined. Carollo worked closely with City staff to identify how to split costs between two funds and allocated the costs appropriately to each fund based on these discussions. Additionally, costs were escalated based on the percentages shown in Table 5. The baseline and projected operating budget expenses are summarized in Table 31.

Table 31 Baseline and Projected Sewer Operating Expenses ($ Thousands)

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Utilities Director (1800)	$127	$129	$135	$140	$146	$151
Utilities Project Management (4020)	$258	$244	$255	$267	$279	$287
Utilities Financial Services (1810)	$1,619	$1,865	$1,936	$2,010	$2,087	$2,150
Meter Reading (1820)	$149	$165	$172	$179	$186	$191
Operations & Administration (4000)	$4,216	$3,897	$4,046	$4,209	$4,378	$4,533
Sewer Mains Maintenance (4410)	$2,980	$3,148	$3,266	$3,390	$3,518	$3,624
Water & Sewer Connections (5620)	$735	$786	$816	$847	$879	$906
Trustee & Pay Agent Fees	$209	$209	$0	$0	$0	$0
WWTP Administration & SCADA (5100)	$2,368	$2,368	$1,980	$2,039	$2,101	$2,164
WWTP East Side Operations (5110)	$7,759	$7,762	$8,011	$8,269	$8,536	$8,792
WWTP West Side Operations (5120)	$2,501	$2,507	$2,598	$2,692	$2,790	$2,874
WWTP Lab/IPP (5130)	$534	$534	$550	$567	$584	$601
WWTP Lift Station Maintenance (5140)	$1,208	$1,286	$1,332	$1,380	$1,430	$1,473
Total Operating Expenses	**$24,663**	**$24,900**	**$25,098**	**$25,989**	**$26,914**	**$27,744**

4.1.3.2 Capital Improvement Plan Expenses

The City provided the FY 2026 through 2030 CIP, which has been approved by City Council, along with planned funding for each project. These expenses were already escalated and provided in future dollars. Most CIP expenses are for routine repair and replacement (R&R) of sewer system infrastructure and are planned to be cash-funded through either rate revenues in the year they are collected, or unrestricted reserves, if available after meeting the City's target reserve level.

The City also funds CIP through impact fee revenues. Impact fees are one-time fees paid by new connections to fund infrastructure needed to expand capacity to meet this growth. Impact fees are deposited in a restricted fund and reserved for these growth-related projects.

The summarized five-year CIP and funding allocation are shown below.

Table 32 Projected Sewer Capital Improvement Plan and Funding ($ Thousands)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
CIP					
SS Rehabilitation	$2,800	$870	$870	$2,870	$2,870
Improvements Defined by Study	$0	$0	$300	$300	$0
Relocations for Bond Projects	$250	$250	$250	$250	$250
Rate Operations Study	$10	$10	$10	$20	$20
Impact Fee Cost Sharing	$75	$75	$75	$75	$75
WWTP Improvements	$1,700	$1,700	$1,700	$1,700	$1,700
Equipment Expansions	$25	$25	$25	$25	$25
Technology Equipment Replacements	$10	$73	$15	$54	$25
Building/Office Improvements	$50	$50	$50	$50	$50
Phosphorus Standards Management	$50	$50	$50	$50	$50
Utilities Financial Services Improvements	$8	$3	$2	$8	$8
Total Funding Needed	**$4,978**	**$3,106**	**$3,346**	**$5,402**	**$5,072**
Funding					
New Debt	$0	$0	$0	$0	$0
Impact Fees	$2,300	$853	$1,153	$2,653	$2,353
Remaining Funding Needed from Rates	$2,678	$2,253	$2,194	$2,749	$2,720
Total Funding Allocated	**$4,978**	**$3,106**	**$3,346**	**$5,402**	**$5,072**

4.1.3.3 Debt Service

The City does not have existing debt obligations that are paid with sewer rate revenue. Additionally, while there is no future debt issuances projected in the Study period, the City should evaluate its capital funding strategy as the CIP changes.

4.1.4 Revenues

4.1.4.1 Projected Rate Revenues under Existing Rates

Carollo first forecasted rate revenues for the next five years assuming rate adjustments from the City ordinance, which includes a 3 percent annual increase for the Study period. This forecast took the existing rates (Table 28) and calculated revenues based on the projected sewer sales and bills from Tables 29 and 30. By calculating the baseline rate revenue under existing rates and doing this exercise, Carollo identified any revenue shortfalls under existing rates. Projected revenues before rate adjustments are shown in Table 33.

Table 33 Projected Sewer Revenues under Existing Rates ($ Thousands)

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Sewer Sales Revenue	$27,259	$28,568	$29,940	$31,378	$32,885
Operations & Administration (4000)	$316	$310	$326	$347	$366
Sewer Distribution Maintenance (4410)	$30	$30	$31	$31	$32
WWTP Administration & SCADA (5100)	$406	$418	$431	$443	$457
Total Sewer Revenues	**$28,011**	**$29,327**	**$30,727**	**$32,200**	**$33,740**

4.2 Sewer System Revenue Requirements

The revenue requirement analysis is a comprehensive test of a utility's fiscal health, scrutinizing the adequacy of current revenues and setting the basis for short-term and long-term rate planning. It reviews the utility's revenues, expenses, debts, and reserve policies, assessing the viability of each metric going forward. Where cash flow and balances are insufficient, the revenue requirement analysis determines the additional cash flow needed to meet all funding goals.

4.2.1 Revenue Requirement Tests

Similar to water, Carollo used two sufficiency tests to define the annual sewer revenue requirement: (1) reserve target test and (2) debt service coverage test.

- **Reserve Target Test:** Measures if a utility is generating enough revenue to meet the City's minimum operating reserve balance to ensure continuations of their operations and any financial obligations. This test is not legally binding but provides assurance for a utility's financial stability and is often based on the reserve policies adopted by the City Council. When the year-end balance falls short of the desired target, a rate increase is recommended. This reserve target ranges by utility, depending on capital needs and service demands.
- **Debt Service Coverage Test:** Assesses a utility's ability to meet their annual debt service obligations. Bond issuances regularly include covenants requiring the agency to maintain sufficient cash flows to meet annual debt service payments plus an additional amount. Typical DSCRs range from 1.20 times to 1.50 times annual debt service, depending on the terms of debt instrument issued.

Since there is no existing or anticipated future debt associated with the sewer system during the Study period, the revenue requirement analysis for the City's sewer system was conducted based on the reserve target test only.

4.2.2 Reserve Target Test

The reserve target test assesses the adequacy of the rates to maintain end-of-year unrestricted reserve balances at or above the City's policy target. Historically, the City's annual operating reserve minimum was 10 percent of O&M expenses. Industry best practices are an operating reserve of 90 to 180 days of annual O&M expenses. To be more in line with industry standards and provide financial security, Carollo recommended the City increase its sewer operating reserve minimum to the greater of 10 percent of O&M or $5 million for the sewer fund. The total water and sewer combined minimum reserve is set at $12 million starting in FY 2026.

The reserve balance forecast under the existing rate ordinance is outlined in Table 34.

Table 34 Projected Sewer Reserve Balance Under Existing Rate Ordinance ($ thousands)

Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Ordinance Rate Adjustments		3.0%	3.0%	3.0%	3.0%
Beginning Reserve Balance	$3,910	$4,344	$6,319	$8,864	$11,400
Sources of Funds					
Rate Revenues	$27,259	$28,568	$29,940	$31,378	$32,885
Other Revenues	$752	$758	$787	$822	$855
Total Sources of Funds	**$28,011**	**$29,327**	**$30,727**	**$32,200**	**$33,740**
Uses of Funds					
Operating Expenses	$24,900	$25,098	$25,989	$26,914	$27,744
Debt Service	$0	$0	$0	$0	$0
Cash Funded CIP	$2,678	$2,253	$2,194	$2,749	$2,720
Total Uses of Funds	**$27,577**	**$27,351**	**$28,183**	**$29,663**	**$30,464**
Cash Flow	$434	$1,975	$2,544	$2,537	$3,276
Ending Reserve Balance	$4,344	$6,319	$8,864	$11,400	$14,676
Reserve Balance Target	$5,000	$5,000	$5,000	$5,000	$5,000
Surplus / (Deficit)	($656)	$1,319	$3,864	$6,400	$9,676

As shown, the rates under the existing rate ordinance are sufficient to meet the reserve target throughout the rate-setting period, with exception for FY 2026.

For the City's sewer system, Carollo recommends the City adhere to the 3 percent annual rate increase outlined in its existing rate ordinance for FY 2027 through FY 2030. This increase applies to both the monthly service charge and volumetric rates. With the proposed water rate adjustments, the combined water and sewer reserve balance would satisfy the combined minimum reserve target balance of $12 million in FY 2026 and beyond during the Study period.

4.3 Sewer Proposed Rates

With the proposed rate adjustments projected to support the $5 million reserve minimum for the City, the proposed rates can be calculated by escalating the rates and charges by the percentages shown in Table 35, which also aligns with the City sewer rate ordinance.

The proposed five-year rates are shown in the following tables. All rates have been rounded up to the nearest $0.01 to avoid under-collection of revenues.

Rates for all fiscal years are set to take effect at the start of the fiscal year (January 1).

Table 35 Inside City Proposed Sewer Rates and Charges for the Study Period

Rate Component	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Monthly Sewer Service Charge					
5/8" Meter	$13.52	$13.93	$14.35	$14.79	$15.24
5/8" x 3/4" Meter	$13.52	$13.93	$14.35	$14.79	$15.24
1" Meter	$25.94	$26.72	$27.53	$28.36	$29.22
1.5" Meter	$47.53	$48.96	$50.43	$51.95	$53.51
2" Meter	$65.37	$67.34	$69.37	$71.46	$73.61
3" Meter	$140.67	$144.90	$149.25	$153.73	$158.35
4" Meter	$231.80	$238.76	$245.93	$253.31	$260.91
6" Meter	$459.37	$473.16	$487.36	$501.99	$517.05
8” Meter	$687.03	$707.65	$728.88	$750.75	$773.28
Volumetric Rates ($/1,000 gallons)					
Residential					
Tier 1 (first 2,000 gallons)	$5.24	$5.40	$5.57	$5.74	$5.92
Tier 2 (>2,000 gallons)	$6.99	$7.20	$7.42	$7.65	$7.88
Non-Residential (all usage)	$5.88	$6.06	$6.25	$6.44	$6.64
Major Industrial (all usage)	$6.21	$6.40	$6.60	$6.80	$7.01
Wholesale (all usage)	$6.09	$6.28	$6.47	$6.67	$6.88

Notes:
(1) Rates and charges effective January 1 of each fiscal year.
(2) Outside City rate factors vary by meter size and are unchanged from the current rate ordinance.

SECTION 5 COMBINED BILL IMPACT

The following table summarizes the combined water and sewer bill impacts for select customer classes and usage over the duration of the rate-setting period. In FY 2026 the bill increase varies by each customer class due to the proposed water rates being more aligned with the cost to provide service. In FY 2027 and FY 2028 all customer classes will see an average of a 9 percent increase on their total combined bill, and in FY 2029 and FY 2030 all customers will experience an average 3 percent increase on their total combined bill.

Table 36 Combined Inside City Bill Impacts Under Existing and Proposed Rates for the Study Period

Customer Class	Existing Bill	FY 2026 Bill	FY 2027 Bill	FY 2028 Bill	FY 2029 Bill	FY 2030 Bill
Residential						
5/8" meter, 2 kgals	$39.93	$39.93	$43.22	$46.96	$48.40	$49.88
5/8" meter, 4 kgals	$64.59	$65.51	$71.08	$77.42	$79.80	$82.24
5/8" meter, 10 kgals	$138.57	$142.25	$154.66	$168.80	$174.00	$179.32
Non-residential						
5/8" meter, 10 kgals	$127.37	$127.87	$139.04	$151.72	$156.38	$161.16
1" meter, 50 kgals	$567.24	$569.74	$619.83	$676.74	$697.53	$718.87
Industrial						
2" meter, 1,000 kgals	$9,834.89	$10,404.89	$11,261.59	$12,239.10	$12,612.39	$13,005.77
6" meter, 5,000 kgals	$49,372.55	$52,222.55	$56,520.45	$61,424.22	$63,297.46	$65,271.39

Notes:
(1) There is a FY 2026 mid-year rate increase for water rates only.

As part of the Study, Carollo completed a survey of water and sewer rates for utilities in Northwest Arkansas, with a focus on the cities that purchase water directly from BWD (Springdale, Rogers, and Bentonville). All three of these cities have recently passed water and sewer rate increases in response to the increased cost of purchased water, escalating O&M costs, and major CIP needs, similar to what the City is currently experiencing.

Figure 3 shows that with the recommended rates in place, a typical combined bill for a City resident will be slightly less than a similar bill in Springdale and significantly less than the bills that residents in Rogers and Bentonville will experience over the next 5 years.

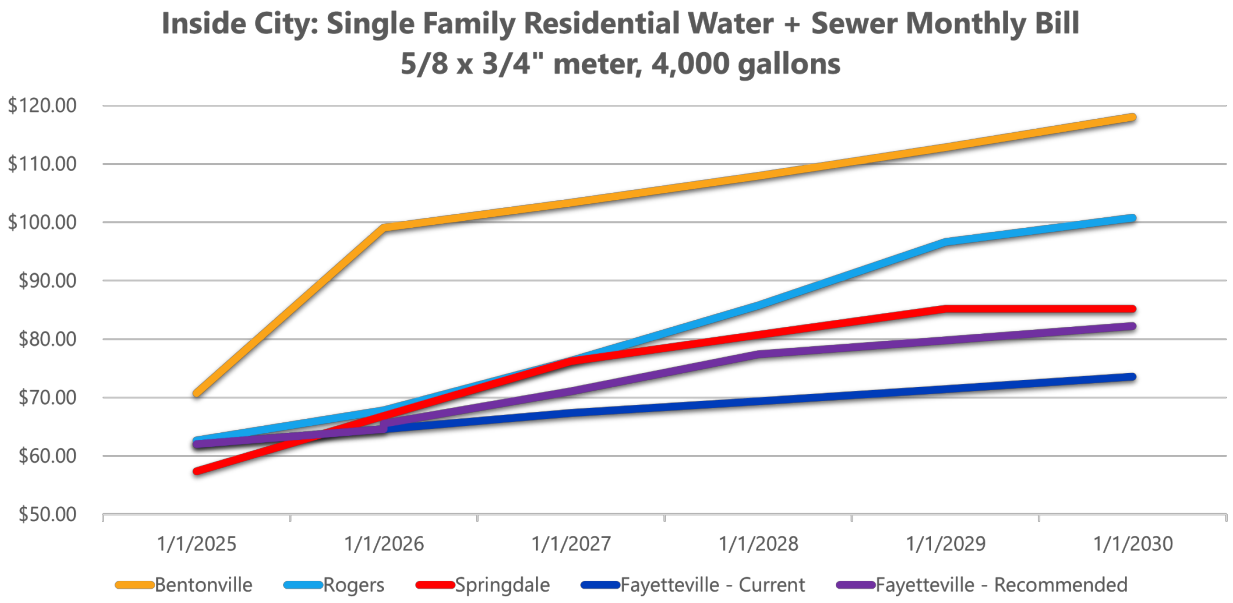


Figure 3 Northwest Arkansas Water and Sewer Rate Comparison

SECTION 6 IMPACT FEE ANALYSIS

Impact fees, sometimes referred to as capacity or system development charges, are one-time fees assessed on new system connections for water or sewer service. As the City manages its water and sewer systems, it needs to estimate a certain level of capacity required to serve peak day and peak wet weather flow for existing and future customers. The impact fee valuates the reservation of system capacity to serve that new and/or modified connection.

Carollo relied on City policies, industry best practice, and Arkansas statutory guidance when developing the analysis in the Study. As with any fee analysis, the City prioritizes COS as a foundation of setting the capacity fee. Several additional key criteria were at the center of this analysis:

- Do the impact fees represent a reasonable nexus to the costs incurred by the City on behalf of future customers and the benefits received?
- Is the impact fee methodology consistent with standards established in the AWWA *M1 Manual: Principles of Water Rates, Fees, and Charges*, and the WEF MOP 27?
- Do the methodology and the resulting recommendations meet City policies and adhere to applicable legal requirements?
- Are the fees equitable for current and future ratepayers and do they reflect system investment contributions?

By setting these guiding principles, the results of this analysis are developed with legal, policy, and fiscal goals in mind.

6.1 Existing Impact Fees

The City's existing impact fees are based on an impact fee study completed by a different consultant in 2007. In 2009 the City elected to implement approximately one-third of the allowable impact fee recommended by the consultant. Additionally, the consultant recommended the City charge a per dwelling unit fee for single family residential and multi-family residential and a fee per meter based on meter size for non-residential development. In the City ordinance, multi-family development with a master meter can be charged either by meter size or per dwelling unit.

The following table summarizes the City's existing water and sewer impact fees.

Table 37 Existing Impact Fees

Customer Class	Water	Sewer	Total Impact Fee
Residential			
Single Family (per dwelling unit)	$971	$872	$1,843
Multi-Family (per dwelling unit)	$691	$620	$1,311
Non-Residential			
5/8" x 3/4" Meter	$971	$872	$1,843
1" Meter	$2,428	$2,180	$4,608
1.5" Meter	$4,855	$4,360	$9,215

Customer Class	Water	Sewer	Total Impact Fee
2" Meter	$7,768	$6,976	$14,744
3" Meter	$15,536	$13,952	$29,488
4" Meter	$24,275	$21,800	$46,075
6" Meter	$48,550	$43,600	$92,150
8” Meter	$77,680	$69,760	$147,440
10” Meter	$111,665	$100,280	$211,945

6.2 Methodology

The impact fee is based on a relatively straightforward calculation: divide system value by system capacity, yielding an estimate of the cost to build one unit of capacity. This is demonstrated in Equation 1.

Equation 1 Impact Fee Conceptual Formula

$$Impact\ Fee = \frac{System\ Value}{System\ Capacity}$$

Despite this simple equation, quantifying system value and capacity inputs can be complex and will vary from utility based on several factors, including but not limited to:

- Age, size, and density of the system.
- Planned expansion-related capital projects.
- Anticipated growth.
- Ability to discharge treated wastewater.

Selecting the most appropriate methodology for any utility depends on the nature of the system, the level of planned investment, and the projected capacity needs. The available methodologies along with the rationale behind their selection are detailed later in this section.

6.2.1 Impact Fee Components

6.2.1.1 Assessing System Value

The first component of the impact fee is system value. This can be the value of the existing system, future system, or a combination of both, depending on which methodology is chosen.

An important consideration – and what often presents the most difficulty – is using a system value that represents the system capacity (not demand) served in the denominator. The two should be in alignment. System value should be excluded if it is not represented by the system capacity, and vice versa.

This step is further complicated by the nature of investments and depreciation. It is sometimes challenging to delineate the infrastructure (or a portion thereof), repairs, or replacements serving only future connections or assess its retained residual value after full depreciation.

6.2.1.2 Determining System Capacity

The denominator of the impact fee is system capacity. While the calculation is straightforward, the challenge is defining the system capacity in a unit of measure that can be assessed to a new or modified connection, such as equivalent dwelling units (EDU) served or a unit cost per gallons per day. For example, a utility may know that its sewer system treatment capacity is 21 million gallons per day, but it may be difficult to convert that capacity into service units and divided into system value to yield a per service unit fee.

6.2.1.3 Calculating the Impact fee

After determining the system value and capacity, the impact fee is calculated by dividing system value by system capacity. The utility can then assess its impact fee for new connections using a selected fee assessment approach, which is discussed in the following subsection.

6.2.2 Impact Fee Methodologies

There are three industry-accepted methodologies for calculating impact fees: the buy-in method, incremental cost method, and a hybrid or combined approach. For this Study, Carollo calculated impact fees using the incremental method, consistent with the previous Study and State regulations. To understand this decision better, it is helpful to understand all the options.

6.2.2.1 Buy-In Method

The buy-in approach is most appropriate when existing capacity is sufficient to serve both existing and forecasted future connections and planned capital investment projects are minimal. These utilities typically have some "buffer capacity" after constructing excess infrastructure that can meet new connections.

The purpose of the buy-in approach is to recover costs that have already been incurred by the City. Existing customers have paid for this system over time through their user rates (through direct capital financing or retired debt). The buy-in approach (or this component, in the hybrid approach discussed below) of an impact fee provides a mechanism to reimburse existing system users for the carrying costs of constructing system capacity that is available for future users.

The fee is calculated by dividing the total system value by the total current capacity of the system, including all used and unused capacity, as seen in Equation 2.

Equation 2 Buy-In Method Impact Fee Formula

$$Impact\ Fee = \frac{Existing\ System\ Value}{Existing\ System\ Capacity\ (EDUs\ or\ GPD)}$$

Existing System Value

Determining existing system value begins with a valuation of all assets currently owned by the utility. This is then adjusted by several factors, resulting in an estimate of system value that represents the total net equity held in the system by the utility's existing customers. AWWA's M1 manual outlines four possible valuation approaches:

Table 38 System Valuation Approaches from M1

Method	Asset Valuation Approach
Original Cost	Nominal value paid at the time of construction.
Net Book Value	Original value, less accumulated depreciation.
RCN	Original cost, adjusted to represent cost of replacement in current dollars; no depreciation is subtracted.
RCNLD (as New)	Original cost less accumulated depreciation, adjusted to represent cost of replacement in current dollars.

Notes:
RCNLD - Replacement Cost New Less Depreciation; RCN – Replacement Cost New

Neither AWWA nor WEF dictate a specific valuation methodology. Carollo recommends the RCNLD approach for this Study. The first part of this approach is calculating the RCN by escalating the Original Cost to build each asset to present-day dollars using the Engineering News-Record Construction Cost Index (ENR-CCI). Values can be inflated based on the ENR-CCI of one of twenty cities or a 20-city average; due to location, Carollo chose the latter. Then, accumulated depreciation is similarly escalated and deducted, resulting in the RCNLD.

The existing system value also includes any work in progress (WIP) and cash reserves. However, it must adjust for costs that have not yet been incurred by the utility. For this Study, those are contributed assets and debt service principal for the system.

Contributed or donated assets are deducted because current system users did not pay for the construction of these assets and thus do not own equity in these assets. Therefore, it would be inappropriate for future users to reimburse current customers for assets which they did not fund.

For the same reason, all outstanding principal on existing debt service of the current system is deducted because existing users have not yet paid for that portion of the assets and so should not be reimbursed.

After deducting contributed assets and outstanding principal from the RCNLD asset value, the result can be divided by the existing system capacity to calculate impact fees using the buy-in method.

6.2.2.2 Incremental Cost Method

In contrast with the buy-in approach, which can be described as “backward-looking” by valuating historical system investment and capacity, the incremental approach is “forward-looking” by capturing planned expansion and growth of the system. The buy-in approach typically serves built-out systems better than systems that are growing and expanding. While the buy-in approach looks at the unit cost of existing capacity in the system, the incremental approach looks at the cost to add marginal capacity to a system where that demand cannot be served by existing capacity. The incremental approach can be neatly summed up by the philosophy of “growth pays for growth.”

In contrast to the buy-in approach of valuating the cost of capacity as the existing system assets, the incremental approach is based on the cost of expanded future capacity. To estimate this, the CIP is allocated to either R&R of the existing assets or the installation of new assets for new capacity. The costs are reflected in present day dollars, regardless of project timing.

Not all projects fit entirely in one allocation or the other; some may serve both categories. For instance, a pipeline R&R can have an expansion element to it if the pipeline replacement is upsized from the original pipe diameter and adds capacity or if a portion of the replaced pipeline capacity is unused and available to serve future connections. Once the projects are allocated between R&R and growth, the expansion CIP portion of the equation is ready. When there is available existing capacity within the built system, it is appropriate to also include the value of that capacity in the incremental cost method because it was built for future users.

Similar to the buy-in method, the incremental cost method calculation divides system value by the capacity served by those assets. However, because it is critical for the value used in the numerator to represent the capacity in the denominator, the incremental cost method impact fee divides the sum of expansion CIP and available asset value by net future capacity available for new connections (future system capacity less existing demand), as seen in Equation 3.

Equation 3 Incremental Cost Method Impact Fee Formula

$$Impact\ Fee = \frac{Expansion\ CIP + Value\ of\ Existing\ Available\ Capacity}{Future\ System\ Capacity - Existing\ Demand}$$

6.2.2.3 Hybrid Method

Some agencies have a sizable existing system plus significant expansion CIP on the horizon. To appropriately capture the capacity built for future customers as well as reimburse existing customers for the built system, a hybrid approach combines elements from each methodology to form one impact fee. The system valuation accounts for both the RCNLD of the existing system and expansion CIP. The corresponding capacity in the denominator is the sum of total capacity served at the end of the CIP forecast, as shown in Equation 4.

Equation 4 Hybrid Method Impact Fee Formula

$$Impact\ Fee = \frac{Value\ of\ Existing\ Assets + Expansion\ CIP}{Total\ Projected\ Capacity}$$

6.2.3 Assessment Basis

The assessment basis is the unit of measure used when determining what the fee will be for an individual connection. Historically, the City used an EDU (per unit) for Residential customers and meter sizes for all other customers. Currently the City gives master metered multifamily developers the option of the EDU or meter size assessment.

6.2.3.1 Equivalent Dwelling Unit Projections

Account data is collected from the City's billing data and converted into EDUs which is the standard measure of demand expressed as water usage and wastewater discharge for an average household unit. For the City, one water EDU is equivalent to 235 gallons per day (gpd), and one sewer EDU is equivalent to 233 gpd. The projection of EDUs over the next 10 years helps determine what portion of planned capital improvements will be eligible for inclusion in the subsequent impact fee calculation. The following table presents the projected number of EDUs for water and sewer.

Table 39 Projected Water and Sewer EDUs (2025-2035)

Component	Usage (1,000 gallons)		EDUs		
	2025	2035	2025	2035	Change
Water	6,988,432	8,050,431	81,308	93,664	12,356
Sewer	2,795,690	3,292,757	62,130	73,176	11,047

6.3 Water System Impact Fee

The City currently has system capacity available to accommodate a portion of the additional EDUs projected over the next 10 years. The City also has upcoming CIP projects for the distribution system that will expand capacity for future users. Therefore, this Study maintained the incremental approach for calculating the capacity.

6.3.1 Water System Valuation

While the City's water system is mostly built out, some water system assets are available to serve new customers. The first step in calculating the water impact fee is to determine the eligible existing system assets to be included in the fee.

The existing system value is calculated by adding, RCNLD, WIP, and outstanding interest, then subtracting contributed assets and debt service principal. As summarized in Table 36, only 9.7 percent of the existing transmission system and storage and 2.3 percent of the distribution assets are eligible to serve new customers over the next 10 years.

Table 40 Existing Water System Valuation Calculation ($ thousands)

Component	Transmission	Distribution	Storage	Total
Fixed Assets (RCNLD)	$14,173	$232,897	$2,166	$249,236
WIP	$85,000	$12,618	$0	$97,618
Outstanding Interest	$6,561	$0	$0	$6,561
Less: Debt Service Principal	$85,000	$0	$0	$85,000
Less: Contributed Assets	$0	$83,680	$0	$83,680
Total Existing System Value	**$20,734**	**$161,834**	**$2,166**	**$184,734**
Total Eligible Capacity	9.7%	2.3%	9.7%	
Total Eligible Existing System Value	**$2,011**	**$3,672**	**$210**	**$5,893**

The future system value is based on upcoming capital projects within the next 10 years that are related to serving new customers. Table 41 shows future projects related to customer expansion. As shown, only distribution system projects are related to expansion.

Table 41 Water Capital Projects Related to Expansion ($ Thousands)

Capital Project	System	Expansion Related	10-Year Total
Ash St. PS & 12" WL	Distribution	100%	$4,720
S. School Ave. Bottleneck	Distribution	100%	$1,110
18" WL to Elkins (1.8 miles)	Distribution	100%	$7,200
Kessler Booster PS	Distribution	100%	$4,239
HWY 112 N. Relocations	Distribution	100%	$500
North College Waterline Replacements	Distribution	100%	$13,200
Total Future System Value			**$30,969**

Similar to the eligible existing system value, only a portion of the capital projects will serve the anticipated number of EDUs added to the water system over the next 10 years. Below summarizes the eligible future system value.

Table 42 Future Water System Valuation Calculation ($ Thousands)

Component	Transmission	Distribution	Storage	Total
Total Future Systems Improvements	$0	$30,969	$0	$30,969
Less: Contributed Assets	$0	$0	$0	$0
Total Future System Value	**$0**	**$30,969**	**$0**	**$30,969**
Total Eligible Capacity	N/A	87.6%	N/A	
Total Eligible Future System Value	**$0**	**$27,124**	**$0**	**$27,124**

6.3.2 Proposed Water Impact Fee

Now that the eligible existing and future water system values have been determined, the impact fee calculation as a dollar per EDU is $2,672, as outlined below.

Table 43 Proposed Water Impact Fee Calculation

Component	Transmission	Distribution	Storage	Total
Total Eligible System Value ($ Thousands)	$2,011	$30,796	$210	
Added EDUs	12,356	12,356	12,356	
Water Impact Fee ($ per EDU)	**$163**	**$2,492**	**$17**	**$2,672**

Carollo recommends the City charge residential and multifamily customers on a per dwelling unit basis. As multifamily dwelling units typically do not use as much water as a single family home, an EDU factor for multifamily is 0.71 is applied, resulting in a lower fee per unit than that of a single family home. Carollo recommends charging non-residential development per meter based on meter size. The schedule below shows the recommended water impact fee schedule.

Table 44 Recommended Water Impact Fees

Customer Class	Existing	Proposed	Difference
Residential			
Single Family (per dwelling unit)	$971	$2,672	$1,701
Multi-Family (per dwelling unit)	$691	$1,897	$1,206
Non-Residential			
5/8" x 3/4" Meter	$971	$2,672	$1,701
1" Meter	$2,428	$6,680	$4,252
1.5" Meter	$4,855	$13,361	$8,506
2" Meter	$7,768	$21,377	$13,609
3" Meter	$15,536	$42,754	$27,218
4" Meter	$24,275	$66,803	$42,528
6" Meter	$48,550	$133,606	$85,056
8” Meter	$77,680	$213,770	$136,090
10” Meter	$111,665	$307,294	$195,629

6.4 Sewer System Impact Fee

The City currently has system capacity available in the current to accommodate a portion of the projected additional EDUs over the next 10 years. The City also has upcoming CIP projects for the collection and treatment systems that will expand capacity for future users. Therefore, this Study maintained the incremental approach for calculating the capacity.

6.4.1 Sewer System Valuation

Similar to the water system, there is a portion of the existing sewer system available to serve new customers. Table 45 shows the calculation of the sewer eligible existing system assets that can be included in the fee.

Table 45 Existing Sewer System Valuation Calculation ($ thousands)

Asset Category	Collection	Treatment	Total
Fixed Assets (RCNLD)	$229,645	$87,357	$317,002
WIP	$0	$0	$0
Outstanding Interest	$0	$0	$0
Less: Debt Service Principal	$0	$0	$0
Less: Contributed Assets	$62,721	$0	$62,721
Total Existing System Value	**$166,924**	**$87,357**	**$254,281**
Total Eligible Capacity	2.6%	11.7%	
Total Eligible Existing System Value	**$4,419**	**$10,191**	**$14,610**

The future system value is based on upcoming capital projects within the next 10 years that are related to serving new sewer customers. Table 46 shows future projects related to customer expansion.

Table 46 Sewer Capital Projects Related to Expansion ($ Thousands)

Capital Project	System	Expansion Related	10-Year Total
LS-22 Owl Creek Upgrades	Collection	100%	$1,030
Mally Wagnon Outfall 18" SS	Collection	100%	$4,270
Dead Horse to Mally Wagnon 18" SS	Collection	100%	$4,190
LS-40, 41, 46 and 27 Elimination	Collection	100%	$1,530
LS-14 Industrial Park Upgrades	Collection	100%	$4,310
Goose Creek Interceptor + LS-44 Elimination	Collection	100%	$2,130
Greenland Sewer Cost Share	Collection	100%	$1,050
Total Future System Value			**$18,510**

Unlike the eligible existing system value, 100 percent of the capital projects related to growth will serve the anticipated number of EDUs added to the sewer system over the next 10 years. Below summarizes the eligible future system value.

Table 47 Sewer Future System Valuation Calculation ($ Thousands)

Component	Collection	Treatment	Total
Total Future Systems Improvements	$18,510	$0	$18,510
Less: Contributed Assets	$0	$0	$0
Total Future System Value	**$18,510**	**$0**	**$18,510**
Total Eligible Capacity	100.0%	0.0%	
Total Eligible Future System Value	**$18,510**	**$0**	**$18,510**

6.4.2 Proposed Sewer Impact Fee

Now that the eligible existing and future sewer system values have been determined, the sewer impact fee calculation as a dollar per EDU is $2,998, as outlined below.

Table 48 Proposed Sewer Impact Fee Calculation

Component	Collection	Treatment	Total
Total Eligible System Value	$22,929	$10,191	$33,120
Added EDUs	11,047	11,047	11,047
Sewer Impact Fee ($ per EDU)	**$2,076**	**$922**	**$2,998**

Carollo recommends the City charge sewer residential and multifamily development per dwelling unit, keeping with the multifamily EDU factor of 0.71. Carollo recommends charging non-residential developments per meter based on meter size. The schedule below shows the recommended sewer impact fee schedule.

Table 49 Recommended Sewer Impact Fees

Customer Class	Existing	Proposed	Difference
Residential			
Single Family (per dwelling unit)	$872	$2,998	$2,126
Multi-Family (per dwelling unit)	$620	$2,129	$1,509
Non-Residential			
5/8" x 3/4" Meter	$872	$2,998	$2,126
1" Meter	$2,180	$7,496	$5,316
1.5" Meter	$4,360	$14,991	$10,631
2" Meter	$6,976	$23,986	$17,010
3" Meter	$13,952	$47,972	$34,020
4" Meter	$21,800	$74,956	$53,156
6" Meter	$43,600	$149,911	$106,311
8” Meter	$69,760	$239,858	$170,098
10” Meter	$100,280	$344,796	$244,516

6.5 Combined Impact Fee Comparison

The proposed combined water and sewer impact fee schedule is shown in Table 50.

Table 50 Existing and Proposed Combined Water and Sewer Impact Fees

Customer Class	Existing	Proposed	Difference
Residential			
Single Family (per dwelling unit)	$1,843	$5,670	$3,827
Multi-Family (per dwelling unit)	$1,311	$4,026	$2,715
Non-Residential			
5/8" x 3/4" Meter	$1,843	$5,670	$3,827
1" Meter	$4,608	$14,176	$9,568
1.5" Meter	$9,215	$28,352	$19,137
2" Meter	$14,744	$45,363	$30,619
3" Meter	$29,488	$90,726	$61,238
4" Meter	$46,075	$141,759	$95,684
6" Meter	$92,150	$283,517	$191,367
8” Meter	$147,440	$453,628	$306,188
10” Meter	$211,945	$652,090	$440,145

As part of the Study, Carollo completed a survey of water and sewer impact fees for utilities in Northwest Arkansas. The figure below illustrates that the City currently has the lowest combined impact fee of the utilities surveyed, while the proposed fees are within the middle range of the group.

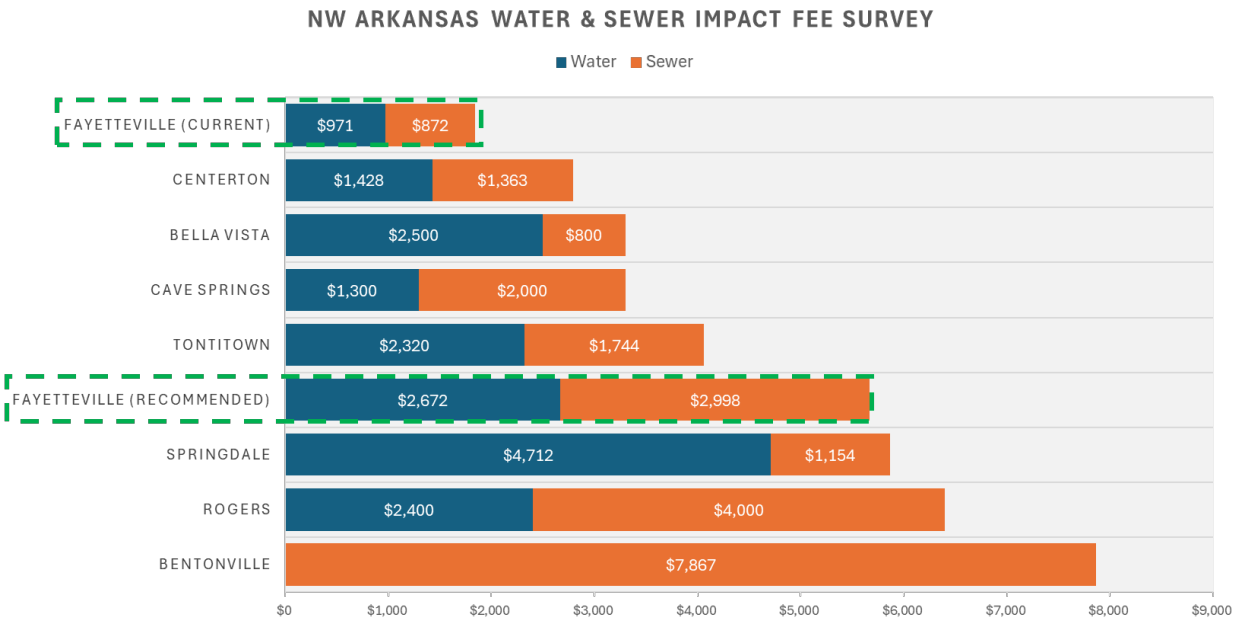


Figure 4 Northwest Arkansas Water and Sewer Impact Fee Comparison

SECTION 7 CONCLUSION

In order to meet its financial obligations and secure financial stability, Carollo recommends the City implement the rates and charges proposed for FY 2026 through FY 2030 that are detailed in this report. The resulting revenues generated by the rates will allow the City to meet its financial commitments, achieve necessary capital funding objectives, and absorb the large inflationary cost increases that have occurred in recent years.

Projected water rate revenue is based on proposed water rates being implemented on July 1, 2026, and then January 1 of each year thereafter. Projected sewer rates rate revenue is based on proposed sewer rates being implemented on January 1 of each year starting in FY 2027. Regulatory requirements, economic conditions, weather events, system emergencies, and other factors can influence the revenue recovered and/or required for sufficiently maintaining the utility. Therefore, these projections should be revisited annually and updated as necessary, within a five year period.

Carollo also recommends the City implement the full water and sewer impact fees discussed in Section 5 of this report. The proposed water and sewer rate adjustments for the rate-setting period assume that impact fee revenue will partially fund projects outlined in the CIP. The impact revenue projected in this Study is based on 100 percent fee implementation. Carollo recommends the City update its water and sewer impact fees at least every five years.

51.136 Monthly Water Rates

Effective as of the first billing statements issued after ~~December 31, 2023~~June 30, 2026, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly Water Rates.*

(1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1
Monthly Water Rates Prior to ~~January 1, 2024~~ July 1, 2026
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	~~$3.51~~ $4.04	~~$4.04~~ $5.10
	Next 13,000	~~$4.65~~ $5.34	~~$5.35~~ $6.75
	Over 15,000	~~$6.59~~ $7.57	~~$7.54~~ $9.57
Non-Residential	~~First 300,000~~ All Usage	~~$3.79~~ $4.72	~~$4.38~~ $5.75
	~~Over 300,000~~	~~$3.39~~	~~$3.90~~
Major Industrial	All Usage	~~$2.96~~ $3.53	~~$3.40~~ $3.92
Irrigation	~~First 300,000~~ All Usage	~~$5.04~~ $5.34	~~$5.80~~ $6.61
	~~Over 300,000~~	~~$4.53~~	~~$5.22~~
Wholesale	~~Reduced Peak Demand~~ All Usage	~~$2.87~~ $3.71	~~$2.87~~ $3.71
	~~Peak Demand~~	~~$3.20~~	~~$3.20~~

Table A-2
Monthly Water Rates After ~~December 31, 2023~~June 30, 2026
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	~~$3.59~~ $4.04	~~$4.54~~ $6.06
	Next 13,000	~~$4.75~~ $5.80	~~$6.01~~ $8.70
	Over 15,000	~~$6.74~~ $8.70	~~$8.52~~ $13.05
Non-Residential	~~First 300,000~~ All Usage	~~$4.20~~ $4.77	~~$5.11~~ $7.16
	~~Over 300,000~~	~~$4.20~~	~~$5.11~~

Major Industrial	All Usage	~~$3.14~~ $4.10	~~$3.49~~ $6.15
Irrigation	~~First 300,000~~ All Usage	~~$4.75~~ $8.70	~~$5.89~~ $13.05
	~~Over 300,000~~	~~$4.75~~	~~$5.89~~
Wholesale	~~Reduced Peak Demand~~ All Usage	~~$3.30~~ $4.25	~~$3.30~~ $4.25
	~~Peak Demand~~	~~$3.30~~	~~$3.30~~

Table A-3 Monthly Water Rates After December 31, ~~2024~~ 2026 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	~~$3.81~~ $4.69	~~$4.81~~ $7.03
	Next 13,000	~~$5.04~~ $6.73	~~$6.37~~ $10.10
	Over 15,000	~~$7.14~~ $10.10	~~$9.03~~ $15.14
Non-Residential	~~First 300,000~~ All Usage	~~$4.45~~ $5.54	~~$5.42~~ $8.31
	~~Over 300,000~~	~~$4.45~~	~~$5.42~~
Major Industrial	All Usage	~~$3.33~~ $4.76	~~$3.70~~ $7.14
Irrigation	~~First 300,000~~ All Usage	~~$~~$5.04 10.10	~~$6.24~~ $15.14
	~~Over 300,000~~	~~$5.04~~	~~$6.24~~
Wholesale	~~Reduced Peak Demand~~ All Usage	~~$3.50~~ $4.93	~~$3.50~~ $4.93
	~~Peak Demand~~	~~$3.50~~	~~$3.50~~

Table A-4 Monthly Water Rates After December 31, ~~2025~~ 2027 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	~~$4.04~~ $5.45	~~$5.10~~ $8.16
	Next 13,000	~~$5.34~~ $7.81	~~$6.75~~ $11.72
	Over 15,000	~~$7.57~~ $11.72	~~$9.57~~ $17.57
Non-Residential	~~First 300,000~~ All Usage	~~$4.72~~ $6.43	~~$5.75~~ $9.64
	~~Over 300,000~~	~~$4.72~~	~~$5.75~~
Major Industrial	All Usage	~~$3.53~~ $5.53	~~$3.92~~ $8.29
Irrigation	~~First 300,000~~ All Usage	~~$5.34~~ $11.72	~~$6.61~~ $17.57
	~~Over 300,000~~	~~$5.34~~	~~$6.61~~

Wholesale	~~Reduced Peak Demand~~ All Usage	~~$3.71~~ $5.72	$5.72~~$3.71~~
	~~Peak Demand~~	~~$3.71 ,~~	~~$3.71~~

Table A-5 Monthly Water Rates After December 31, ~~2026~~ 2028 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	~~$4.28~~ $5.62	~~$5.41~~ $8.41
	Next 13,000	~~$5.66~~ $8.05	~~$7.16~~ $12.08
	Over 15,000	~~$8.02~~ $12.08	~~$10.14~~ $18.10
Non-Residential	~~First 300,000~~ All Usage	~~$5.00~~ $6.63	~~$6.10~~ $9.93
	~~Over 300,000~~	~~$5.00~~	~~$6.10~~
Major Industrial	All Usage	~~$3.74~~ $5.70	~~$4.16~~ $8.54
Irrigation	~~First 300,000~~ All Usage	~~$5.66~~ $12.08	~~$7.01~~ $18.10
	~~Over 300,000~~	~~$5.66~~	~~$7.01~~
Wholesale	~~Reduced Peak Demand~~ All Usage	~~$3.93~~ $5.90	~~$3.93~~ $5.90
	~~Peak Demand~~	~~$3.93~~	~~$3.93~~

(2) Beginning January 1, ~~2028~~2030, all monthly water rates shall be increased by 3% per year.

(3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.

(4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water and Wastewater Director and/or the Finance and Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.

(5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.

(6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.

(B) *Monthly Water Service Charge.*

(1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1 **Monthly Water Service Charge Prior to** **~~January 1, 2024~~July 1, 2026**			
Meter Size	Inside City	Outside City	Wholesale
⅝"	~~$6.59~~ $7.85	~~$7.54~~ $8.98	$9.90 ~~$7.54~~
⅝ x ¾ inch	~~$6.59~~ $7.85	~~$7.54~~ $8.98	$9.90 ~~$7.54~~
1 inch	~~$9.14~~ $11.30	~~$10.52~~ $15.55	$15.55 ~~$10.52~~
1 ½ inch	~~$15.93~~ $21.55	~~$18.31~~ $30.78	$30.78 ~~$18.31~~
2 inch	~~$23.20~~ $29.52	~~$26.66~~ $42.64	$42.64 ~~$28.56~~
3 inch	~~$54.05~~ $64.37	~~$62.18~~ $88.89	$88.89 ~~$64.38~~
4 inch	~~$89.50~~ $106.59	~~$102.93~~ $130.07	$133.70 ~~$112.25~~
6 inch	~~$178.99~~ $213.18	~~$205.82~~ $245.14	$253.40 ~~$213.02~~
8 inch	~~$268.41~~ $319.67	~~$308.67~~ $367.63	$396.49 ~~$319.47~~

Table B-2 **Monthly Water Service Charge After** **~~December 31~~June 30, 202~~63~~**			
Meter Size	Inside City	Outside City	Wholesale
⅝"	$7.85~~$6.99~~	~~$7.99~~ $11.78	~~$8.81~~ $11.78
⅝ x ¾ inch	$7.85~~$6.99~~	~~$7.99~~ $11.78	~~$8.81~~$11.78
1 inch	$11.30~~$10.06~~	~~$13.84~~ $16.95	~~$13.84~~$16.95
1 ½ inch	$21.55~~$19.18~~	~~$27.40~~ $32.33	~~$27.40~~$32.33
2 inch	$29.52~~$26.27~~	~~$37.95~~ $44.28	~~$37.95~~$44.28

Commented [NB1]: What did we decide on service charge for wholesale meters? Match outside city? Get rid of all together?

3 inch	~~$64.37~~$57.29	~~$79.11~~ $96.56	~~$79.11~~$96.56
4 inch	$106.59~~$94.87~~	~~$115.76~~ $159.89	~~$118.99~~ $159.89
6 inch	$213.18~~$189.73~~	~~$218.17~~ $319.77	~~$225.53~~ $319.77
8 inch	$319.67~~$284.51~~	~~$327.19~~ $479.51	~~$352.88~~ $479.51

Table B-3
Monthly Water Service Charge After December 31, 2026~~4~~

Meter Size	Inside City	Outside City	Wholesale
⅝"	~~$7.41~~ $9.11	~~$8.47~~ $13.67	~~$9.34~~$13.67
⅝ x ¾ inch	~~$7.41~~ $9.11	~~$8.47~~ $13.67	~~$9.34~~$13.67
1 inch	~~$10.66~~ $13.11	~~$14.67~~ $19.67	~~$14.67~~$19.67
1 ½ inch	~~$20.33~~ $25.00	~~$29.04~~ $37.51	~~$29.04~~$37.51
2 inch	~~$27.85~~ $34.25	~~$40.23~~ $51.37	~~$40.23~~$51.37
3 inch	~~$60.73~~ $74.67	~~$83.86~~ $112.01	~~$83.86~~ $112.01
4 inch	~~$100.56~~ $123.65	~~$122.71~~ $185.48	~~$126.13~~ $185.48
6 inch	~~$201.11~~ $247.29	~~$231.26~~ $370.94	~~$239.06~~ $370.94
8 inch	~~$301.58~~ $370.82	~~$346.82~~ $556.24	~~$374.05~~ $556.24

Table B-4
Monthly Water Service Charge After December 31, 2027~~5~~

Meter Size	Inside City	Outside City	Wholesale
⅝"	~~$7.85~~ $10.57	~~$8.98~~ $15.86	~~$9.90~~$15.86
⅝ x ¾ inch	~~$7.85~~ $10.57	~~$8.98~~ $15.86	~~$9.90~~$15.86
1 inch	~~$11.30~~ $15.21	~~$15.55~~ $22.82	~~$15.55~~$22.82
1 ½ inch	~~$21.55~~ $29.00	~~$30.78~~ $43.52	~~$30.78~~$43.52
2 inch	~~$29.52~~ $39.73	~~$42.64~~ $59.59	~~$42.64~~$59.59
3 inch	~~$64.37~~ $86.62	~~$88.89~~ $129.94	~~$88.89~~ $129.94
4 inch	~~$106.59~~ $143.44	~~$130.07~~ $215.16	~~$133.70~~ $215.16
6 inch	~~$213.18~~ $286.86	~~$245.14~~ $430.30	~~$253.40~~ $430.30

8 inch	~~$319.67~~ $430.16	~~$367.63~~ $645.24	~~$396.49~~ $645.24

Table B-5 Monthly Water Service Charge After December 31, 202~~6~~8			
Meter Size	Inside City	Outside City	Wholesale
⅝"	~~$8.32~~ $10.89	$16.34~~$9.52~~	~~$10.49~~$16.34
⅝ x ¾ inch	~~$8.32~~ $10.89	~~$9.52~~$16.34	~~$10.49~~$16.34
1 inch	~~$11.98~~ $15.67	~~$16.48~~$23.51	~~$16.48~~$23.51
1 ½ inch	$29.87~~$22.84~~	~~$32.63~~$44.83	~~$32.63~~$44.83
2 inch	$40.93~~$31.29~~	~~$45.20~~$61.38	~~$45.20~~$61.38
3 inch	$89.22~~$68.23~~	~~$94.22~~$133.84	~~$94.22~~$133.84
4 inch	$147.75~~$112.99~~	~~$137.87~~ $221.62	~~$141.72~~ $221.62
6 inch	$295.47~~$225.97~~	~~$259.85~~ $443.21	~~$268.60~~ $443.21
8 inch	$443.07~~$338.85~~	~~$389.69~~ $664.60	~~$420.28~~ $664.60

(2) Beginning January 1, ~~2028~~2030, all monthly water service charges shall be increased by 3% per year.

(3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after ~~December 31, 2023~~June 30, 2026.

(4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly Standby Fire Protection Service Charge.*

(1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	**Inside City**	**Outside City**
1 inch	$10.34	$12.38
2 inch	$10.78	$12.83
2.5 inch	$21.55	$24.77
3 inch	$32.31	$37.16
4 inch	$64.63	$74.32
6 inch	$179.50	$209.60

8 inch	$376.99	$433.54
10 inch	$646.26	$743.18

(2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169, §1, 4-2-2019; Ord. No. 6633, §1, 1-3-23; Ord. No. 6681, §1(Att.), 9-19-23)

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 **Monthly Sewer Rates Per 1,000 Gallons** **Before ~~January 1, 2024~~July 1, 2026**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	~~$4.35~~ $5.24
	Greater than 2,000 gallons	~~$5.80~~ $6.99
Non-Residential	All Usage	~~$4.40~~ $5.88
Major Industrial	All Usage	~~$4.71~~ $6.21
~~Farmington~~	~~All Usage~~	~~$7.52~~
Outside city	All Usage	~~$8.18~~ $8.05
Wholesale	~~85% of metered water usage~~ All Usage	~~$5.19~~ $6.09
	~~Usage above 85% of metered water usage~~	~~$2.99~~

Table D-2 **Monthly Sewer Rates Per 1,000 Gallons After ~~December 31, 2023~~June 30, 2026**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$5.24~~$4.94~~
	Greater than 2,000 gallons	$6.99~~$6.59~~
Non-Residential	All Usage	$5.88~~$5.54~~
Major Industrial	All Usage	$6.21~~$5.85~~
~~Farmington~~	~~All Usage~~	$8.05~~$7.59~~
Outside city	All Usage	$8.05~~$7.59~~
Wholesale	~~85% of metered water usage~~ All Usage	$6.09~~$5.74~~
	~~Usage above 85% of metered water usage~~	~~$5.74~~

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2024		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$5.09
	Greater than 2,000 gallons	$6.79
Non-Residential	All Usage	$5.71
Major Industrial	All Usage	$6.03
Farmington	All Usage	$7.82
Outside city	All Usage	$7.82
Wholesale	85% of metered water usage	$5.91
	Usage above 85% of metered water usage	$5.91

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2025		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$5.24
	Greater than 2,000 gallons	$6.99
Non-Residential	All Usage	$5.88
Major Industrial	All Usage	$6.21
Farmington	All Usage	$8.05
Outside city	All Usage	$8.05
Wholesale	85% of metered water usage	$6.09
	Usage above 85% of metered water usage	$6.09

~~Table D-5~~ ~~Monthly Sewer Rates Per 1,000 Gallons~~ ~~After December 31, 2026~~		
~~Class~~	~~Usage Rate (In Gallons)~~	~~Cost per 1,000 gallons~~
~~Residential~~	~~First 2,000 gallons~~	~~$5.40~~
	~~Greater than 2,000 gallons~~	~~$7.20~~
~~Non-Residential~~	~~All Usage~~	~~$6.06~~
~~Major Industrial~~	~~All Usage~~	~~$6.40~~
~~Farmington~~	~~All Usage~~	~~$8.29~~
~~Outside city~~	~~All Usage~~	~~$8.29~~
~~Wholesale~~	~~85% of metered water usage~~	~~$6.27~~
	~~Usage above 85% of metered water usage~~	~~$6.27~~

(2) Beginning January 1, 202~~8~~7, all monthly sewer quantity charge-usage rates per 1,000 gallons shall be increased by 3% per year.

(3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

(1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to ~~January 1, 2024~~July 1, 2026		
Meter Size	Inside City	Outside City~~1~~
⅝"	~~$18.28~~ $13.52	~~$18.28~~ $16.66
⅝ x ¾ inch	~~$18.28~~ $13.52	~~$18.28~~ $16.98
1 inch	~~$23.74~~ $25.94	~~$33.92~~ $33.23
1½ inch	~~$38.77~~ $47.53	~~$60.37~~ $66.98
2 inch	~~$55.43~~ $65.37	~~$79.73~~ $93.23
3 inch	~~$128.73~~ $140.67	~~$184.24~~ $195.74
4 inch	~~$212.13~~ $231.80	~~$303.44~~ $286.99
6 inch	~~$420.39~~ $459.37	~~$601.46~~ $532.02
8 inch	~~$628.73~~ $687.03	~~$899.76~~ $592.02

Table E-2 Monthly Sewer Service Charge After ~~December 31, 2023~~June 30, 2026		
Meter Size	Inside City	Outside City~~‡~~
⅝"	$13.52~~$12.75~~	$16.66~~$15.71~~
⅝ x ¾ inch	$13.52~~$12.75~~	$16.98~~$16.01~~
1 inch	$25.94~~$24.45~~	$33.23~~$31.32~~
1½ inch	$47.53~~$44.81~~	$66.98~~$63.14~~
2 inch	$65.37~~$61.64~~	$93.23~~$87.88~~
3 inch	$140.67~~$132.59~~	$195.74~~$184.50~~
4 inch	$231.80~~$218.49~~	$286.99~~$270.52~~
6 inch	$459.37~~$433.00~~	$532.02~~$501.48~~
8 inch	$687.03~~$647.59~~	$592.02~~$558.03~~

~~Table E-3 Monthly Sewer Service Charge After December 31, 2024~~			
~~Meter Size~~	~~Inside City~~	~~Outside City‡~~	~~Farmington‡~~
~~⅝"~~	~~$13.13~~	~~$16.18~~	~~$16.18~~
~~⅝ x ¾ inch~~	~~$13.13~~	~~$16.49~~	~~$16.49~~
~~1 inch~~	~~$25.19~~	~~$32.26~~	~~$32.26~~
~~1½ inch~~	~~$46.15~~	~~$65.03~~	~~$65.03~~
~~2 inch~~	~~$63.48~~	~~$90.52~~	~~$90.52~~
~~3 inch~~	~~$136.57~~	~~$190.04~~	~~$190.04~~
~~4 inch~~	~~$225.09~~	~~$278.64~~	~~$278.64~~
~~6 inch~~	~~$445.99~~	~~$516.52~~	~~$516.52~~
~~8 inch~~	~~$667.02~~	~~$574.77~~	~~$574.77~~

~~Table E-4 Monthly Sewer Service Charge After December 31, 2025~~			
~~Meter Size~~	~~Inside City~~	~~Outside City‡~~	~~Farmington‡~~
~~⅝"~~	~~$13.52~~	~~$16.66~~	~~$16.66~~
~~⅝ ;x ¾ inch~~	~~$13.52~~	~~$16.98~~	~~$16.98~~
~~1 inch~~	~~$25.94~~	~~$33.23~~	~~$33.23~~
~~1½ inch~~	~~$47.53~~	~~$66.98~~	~~$66.98~~
~~2 inch~~	~~$65.37~~	~~$93.23~~	~~$93.23~~
~~3 inch~~	~~$140.67~~	~~$195.74~~	~~$195.74~~
~~4 inch~~	~~$231.80~~	~~$286.99~~	~~$286.99~~
~~6 inch~~	~~$459.37~~	~~$532.02~~	~~$532.02~~
~~8 inch~~	~~$687.03~~	~~$592.02~~	~~$592.02~~

Table E-5 Monthly Sewer Service Charge After December 31, 2026			
Meter Size	Inside City	Outside City‡	Farmington‡
⅝"	$13.93	$17.16	$17.16
¾ x ¾ inch	$13.93	$17.49	$17.49
1 inch	$26.72	$34.23	$34.23
1½ inch	$48.96	$68.99	$68.99
2 inch	$67.35	$96.03	$96.03
3 inch	$144.89	$201.61	$201.61
4 inch	$238.75	$295.60	$295.60
6 inch	$473.15	$547.98	$547.98
8 inch	$707.64	$609.78	$609.78

‡Cost of Service Methodology required by contract.

(2) Beginning January 1, 20287, all monthly sewer service charges shall be increased by 3% per year.

(C) *Determination of Sewer Quantity Charge for Residential Customers.*

(1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

(2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

(D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) *Extra Strength Surcharge.*

(1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD 5 and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F1 Extra Strength Surcharges **Prior to ~~January 31~~July 1, 202~~64~~**	
	~~Prior to 01/01/2024~~
Extra Strength BOD $_5$	$0.5743 per pound ~~$0.3148 per pound~~
Extra Strength TSS	$0.7086 per pound ~~$0.4483 per pound~~

Table F2 Extra Strength Surcharges **After ~~December 31, 2023~~June 30, 2026**	
	~~After 12/31/2023~~
Extra Strength BOD $_5$	$0.5743 per pound ~~$0.5414 per pound~~
Extra Strength TSS	$0.7086 per pound ~~$0.6679 per pound~~

~~**Table F3 Extra Strength Surcharges**~~ ~~**After December 31, 2024**~~	
	~~After 12/31/2024~~
~~Extra Strength BOD $_5$~~	~~$0.5576 per pound~~
~~Extra Strength TSS~~	~~$0.6880 per pound~~

~~**Table F4 Extra Strength Surcharges**~~ ~~**After December 31, 2025**~~	
	~~After 12/31/2025~~
~~Extra Strength BOD $_5$~~	~~$0.5743 per pound~~
~~Extra Strength TSS~~	~~$0.7086 per pound~~

~~**Table F5 Extra Strength Surcharges**~~ ~~**After December 31, 2026**~~	
	~~After 12/31/2026~~

~~Extra Strength BOD $_5$~~	~~$0.5915 per pound~~
~~Extra Strength TSS~~	~~$0.7299 per pound~~

(2) Beginning January 1, 2027~~Starting after December 31, 2026~~, Extra Strength Surcharges shall be increased by 3% per year.

(3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).

(4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.

(5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(7) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

S	=	V × 8.34 × [BOD Unit Charge (BOD - 300) + SS Unit Charge (TSS - 300)]

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD Unit Charge	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength in parts per million
300	=	Allowed BOD strength in parts per million
TSS Unit Charge	=	Unit charge for suspended solids in dollars per pound
TSS	=	Suspended solids strength in parts per million
300	=	Allowed TSS Strength in parts per million

~~(F) *Elkins Sewer Charges.*~~

~~(1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December~~

~~(2) Elkins Impact Fee Charges. The City of Elkins shall pay an additional $0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.~~

Commented [NB2]: Removed as this information is contained in the Sewer Agreement with Elkins.

~~(G)~~(F) *Hauled Wastewater Fees.*

(1) Application Fee. An application to discharge hauled domestic waste must be accompanied by a fee of $100.00.

(2) Discharge Fee. A fee of $50.00 must be paid for each hauled domestic waste load discharged.

~~(H)~~(G) *Industrial Wastewater Discharge Permit Fee.*

(1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of $500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15; Ord. No. 6633, §1, 1-3-23; Ord. No. 6681, §1(Att.), 9-19-23)

159.02 Water And Wastewater Impact Fees

(A) Applicability.

(1) The following provisions shall apply to all of the territory within the city's water and wastewater service areas, including areas outside the corporate city limits and within service areas located within Washington County and other incorporated cities after June 16, 2003.

(2) The following types of development shall be required to pay a water and/or wastewater impact fee:

(a) New and existing development seeking a new connection to the city's water or wastewater system resulting in increased demand from water and/or wastewater facilities. This shall not apply to existing development that is connecting to the wastewater system in order to eliminate an individual sewage disposal system.

(b) New and existing development as stated in (a) above seeking a new connection to the system of a wholesale customer of the city's water or wastewater system, where collection of the city's impact fee is required by the city's contract with the wholesale customer.

(c) Nonresidential or residential redevelopment seeking a larger capacity or additional water meter.

(B) Intent.

(1) The intent of wastewater and water impact fees is to ensure that new development bears a proportionate share of the cost of improvements to the city's water and wastewater systems; to ensure that the proportionate share does not exceed the cost of providing water and wastewater facilities to the development that paid the fee; and to ensure that funds collected from developments are used to construct water and wastewater facilities that serve such developments. It is further the intent of this ordinance to use the impact fees to implement the city's Comprehensive Land Use Plan and future plan updates and to implement the city's Five Year Capital Improvements Program.

(2) It is not the intent of this ordinance to collect any money from any development in excess of the actual amount necessary to offset demands generated by that development for the water and wastewater facilities for which the fee was paid.

(3) It is not the intent of this ordinance that any monies collected for the water impact fee and the wastewater impact fee ever be commingled or ever be used for a type of facility different from that for which the fee was paid.

(C) Time of Collection.

(1) Water and wastewater impact fees shall be paid at the time of installation of the water meter serving the property or of the connection to the wastewater system, whichever comes first.

(2) Development projects which have obtained building permits prior to the effective date of this ordinance shall not have to pay impact fees if the building is completed with water and sewer hook-ups installed and Certificate of Occupancy issued no later than six (6) months from the effective date of this ordinance.

(D) Fee Determination.

(1) Schedule of Fees. The Impact Fee Administrator shall determine the amount of the water and wastewater impact fees for residential uses based on the type or size of the water meter and for nonresidential uses based on the size of the water meter using the following schedule:

Land Use	Unit	Water	Wastewater	Total
Single-Family (average)	Dwelling	~~$971.00~~ $2,672.00	~~$872.00~~ $2,998.00	~~$1,843.00~~ $5,670.00
Multi-Family (per dwelling unit)	Dwelling	~~$691.00~~ $1,897.00	~~$620.00~~ $2,129.00	~~$1,311.00~~ $4,026.00
Nonresidential (5/8 x 3/4 inch meter)	Meter	~~$971.00~~ $2,672.00	~~$872.00~~ $2,998.00	~~$1,843.00~~ $5,670.00
Nonresidential (1 inch meter)	Meter	~~$2,428.00~~ $6,680.00	~~$2,180.00~~ $7,496.00	~~$4,608.00~~ $14,176.00
Nonresidential (1½ inch meter)	Meter	~~$4,855.00~~ $13,361.00	~~$4,360.00~~ $14,991.00	~~$9,215.00~~ $28,352.00
Nonresidential (2 inch meter)	Meter	~~$7,768.00~~ $21,377.00	~~$6,976.00~~ $23,986.00	~~$14,744.00~~ $45,363.00
Nonresidential (3 inch meter)	Meter	~~$15,536.00~~ $42,754.00	~~$13,952.00~~ $47,972.00	~~$29,488.00~~ $90,726.00
Nonresidential (4 inch meter)	Meter	~~$24,275.00~~ $66,803.00	~~$21,800.00~~ $74,956.00	~~$46,075.00~~ $141,759.00
Nonresidential (6 inch meter)	Meter	~~$48,550.00~~ $133,606.00	~~$43,600.00~~ $149,911.00	~~$92,150.00~~ $283,517.00
Nonresidential (8 inch meter)	Meter	~~$77,680.00~~ $213,770.00	~~$69,760.00~~ $239,858.00	~~$147,440.00~~ $453,628.00
Nonresidential (10 inch meter)	Meter	~~$111,665.00~~ $307,294.00	~~$100,280.00~~ $344,796.00	~~$211,945.00~~ $652,090.00

(2) Redevelopment, Reconstruction, Change of Use. In the event of a redevelopment, reconstruction or change of use from an existing development or use, the fee shall be the difference between what the fee would be for the entire redevelopment or reconstruction project and what the fee would have been for the existing development or use. Existing development must be connected to the water or wastewater system at the time of redevelopment in order to apply this credit.

(3) Mixed Use. ~~If the proposed development includes a mix of the residential land uses and/or nonresidential meter sizes that are listed in the impact fee schedule, the fee shall be determined by adding up all the water and wastewater impact fees that would be applicable for each residential land use type and/or nonresidential meter size as if it was a freestanding land use type.~~ For mixed use developments requiring a shared meter to serve both multi-family and nonresidential uses, the impact fee shall be calculated by assigning (a) the applicable multi-family impact fee based on the number of dwelling units, and (b) a nonresidential impact fee based on the meter size that would be required to serve only the nonresidential portion of the development, as determined by projected demands, fixture counts, or other accepted methods. The combined total shall constitute the impact fee for the mixed use development, regardless of the actual meter size installed to serve the full building demand.

(4) Fire Suppression/Low Pressure. It is the intent of this ordinance to base water and wastewater impact fees on the typical usage in a new building or other facility. Extinguishing of fires is not a part of typical usage; to allow adequate fire flow to sprinklers and internal hydrants at some large and at-risk properties, it may be necessary for fire protection purposes to install a larger water meter than would be necessary to meet day-to-day needs of that facility. In addition, a larger meter may be required in areas of low water pressure than in areas of normal water pressure for the same type of use. In those cases, it is the policy of the city that the impact fee for water and wastewater should be based on the

meter size needed by that facility for its typical usage, without regard to fire-flow or unusual pressure conditions.

(5) Irrigation. Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the wastewater impact fee.

(6) *Affordable Housing and Homeless Shelter Exemption.* Construction of single family, non-profit multi-family supportive housing, and homeless shelters funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals, non-profit multi-family supportive housing, ~~and~~ homeless shelters, and all accessory dwelling units shall be exempted from payment of impact fees pursuant to this ordinance by the Impact Fee Administrator.

~~(7) Master Meters. In the event that a water master meter is utilized for any development including multi-family or mixed use, the fee shall be based on the Master Meter size.~~

(E) Use of Fees.

(1) Establishment of Accounts. An Impact Fee Fund that is distinct from the General Fund of the city is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the Impact Fee Fund:

(a) Water Impact Fee Account; and

(b) Wastewater Impact Fee Account.

(2) Water Impact Fee Accounts. The Water Impact Fee Account shall contain only those water impact fees collected pursuant to this ordinance plus any interest which may accrue from time to time on such amounts.

(3) Wastewater Impact Fee Account. The Wastewater Impact Fee Account shall contain only those wastewater impact fees collected pursuant to this ordinance plus any interest which may accrue from time to time on such amounts.

(4) Order of Use. Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.

(5) Use of Fees. The monies in each impact fee account shall be used only for the following:

(a) Acquisition. To acquire land for and/or acquire or construct water or wastewater system improvements of the type reflected in the title of the account and as described in the Impact Fee Study as well as extension of service to new development paying an impact fee.

(b) Debt Service. To pay debt service on any portion of any current or future general obligation bond issue or revenue bond issue used to finance water or wastewater system improvements of the type reflected in the title of the account that created or will create capacity to serve new development.

(c) As described in subsection F, Refunds.

(F) Refunds.

(1) The City of Fayetteville shall refund the portion of collected development impact fees, including the accrued interest that has not been expended seven (7) years from the date the fees were paid. Interest shall be based on a 4% annual rate.

(2) A refund shall be paid to the present owner of the property that was the subject of new development and against which the fee was assessed and collected.

(3) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the present owners of the property no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to all present owners of record shall be sufficient to satisfy the requirement of notice.

(4) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(5) At the time of payment of the water or wastewater impact fee under this ordinance, the Impact Fee Administrator shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this ordinance.

Ord. No. 4447, §1, 12-17-02; Ord. No. 4492, §159.02 C.1, 6-03-03; Ord. No. 4496 §159.02 "F", 6-17-03; Ord. No. 4919, 9-05-06; Ord. No. 4975, 1-16-07; Ord. No. 5206, 12-16-08; Ord. No. 6255, §2, 11-5-19)

51.136 Monthly Water Rates

Effective as of the first billing statements issued after June 30, 2026, the following monthly rates shall be fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the City Council finds and declares to be reasonable and necessary minimum rates to be charged. All non-emergency water uses shall be billed to the user, to include but not limited to water used for: use within structures; business; manufacturing; irrigation; retail by another water utility; city uses; educational purposes; medical purposes; water system routine non-emergency uses; wastewater system routine non-emergency uses; non-profit uses; fire department non-emergency uses to include training and equipment calibration; construction of new water mains; street cleaning; and wet down of construction sites and materials. Emergency water use that does not pass through a water system meter shall not be billed, including firefighting, water leaks, water leak repair, and emergency water line flushing. The volumes used for these emergency purposes should be estimated and submitted monthly to the Business Office Manager and the Water/Sewer Operations Manager.

(A) *Monthly Water Rates.*

(1) The water usage of each customer shall be determined each month by meter measurement and the amount per 1,000 gallons to be paid for water usage by each customer shall be computed on the basis of the following schedule of rates.

Table A-1
Monthly Water Rates Prior to July 1, 2026
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$4.04	$5.10
	Next 13,000	$5.34	$6.75
	Over 15,000	$7.57	$9.57
Non-Residential	All Usage	$4.72	$5.75
Major Industrial	All Usage	$3.53	$3.92
Irrigation	All Usage	$5.34	$6.61
Wholesale	All Usage	$3.71	$3.71

Table A-2
Monthly Water Rates After June 30, 2026
Cost per 1,000 gallons

Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$4.04	$6.06
	Next 13,000	$5.80	$8.70
	Over 15,000	$8.70	$13.05
Non-Residential	All Usage	$4.77	$7.16
Major Industrial	All Usage	$4.10	$6.15
Irrigation	All Usage	$8.70	$13.05
Wholesale	All Usage	$4.25	$4.25

Table A-3 Monthly Water Rates After December 31, 2026 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$4.69	$7.03
	Next 13,000	$6.73	$10.10
	Over 15,000	$10.10	$15.14
Non-Residential	All Usage	$5.54	$8.31
Major Industrial	All Usage	$4.76	$7.14
Irrigation	All Usage	$10.10	$15.14
Wholesale	All Usage	$4.93	$4.93

Table A-4 Monthly Water Rates After December 31, 2027 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$5.45	$8.16
	Next 13,000	$7.81	$11.72
	Over 15,000	$11.72	$17.57
Non-Residential	All Usage	$6.43	$9.64
Major Industrial	All Usage	$5.53	$8.29
Irrigation	All Usage	$11.72	$17.57
Wholesale	All Usage	$5.72	$5.72

Table A-5 Monthly Water Rates After December 31, 2028 Cost per 1,000 gallons			
Class	Usage Rate (In Gallons)	Inside City	Outside City
Residential	First 2,000	$5.62	$8.41
	Next 13,000	$8.05	$12.08
	Over 15,000	$12.08	$18.10
Non-Residential	All Usage	$6.63	$9.93
Major Industrial	All Usage	$5.70	$8.54
Irrigation	All Usage	$12.08	$18.10
Wholesale	All Usage	$5.90	$5.90

(2) Beginning January 1, 2030, all monthly water rates shall be increased by 3% per year.

(3) All bills under such schedules shall be computed by adding the applicable meter service charge prescribed by subsection (B) to the amount determined to be due for water usage under this schedule. Applicable sales tax and franchise fees shall be added to the bill so computed.

(4) When a common facility/building is served by multiple water meters and the water usage is for the same purpose, customers may petition the Water and Wastewater Director and/or the Finance and Internal Services Director to have the water consumption aggregated and have the tiered rates apply to the aggregated quantity.

(5) Water used for flushing and sampling of newly constructed water lines, Fire Department training and equipment calibration, and other similar uses requiring a large volume and/or high velocity of water movement shall employ a fire hydrant meter of the appropriate size for the use. If a fire hydrant meter cannot be used due to high flow or volume requirements, then the volume of water used shall be measured by using a pitot gauge to determine the gallons per minute and by timing the flow of water to be able to calculate total volume. In the cases of fire department training and equipment calibration, sewer line washing, street sweeping, and other uses where the equipment employed has a built-in water meter, these built in water meters may be used. All such meters other than those on fire trucks must be evaluated by the Meter Superintendent. These water uses shall be billed at the same rates as non-residential customers.

(6) Monthly wholesale treated water rates outside city limits are based on Cost of Service Methodology.

(B) *Monthly Water Service Charge.*

(1) In addition to the above, each customer shall pay a monthly water service charge in accordance with the following schedule:

Table B-1
Monthly Water Service Charge Prior to July 1, 2026

Meter Size	Inside City	Outside City	Wholesale
⅝"	$7.85	$8.98	$9.90
⅝ x ¾ inch	$7.85	$8.98	$9.90
1 inch	$11.30	$15.55	$15.55
1 ½ inch	$21.55	$30.78	$30.78
2 inch	$29.52	$42.64	$42.64
3 inch	$64.37	$88.89	$88.89
4 inch	$106.59	$130.07	$133.70
6 inch	$213.18	$245.14	$253.40
8 inch	$319.67	$367.63	$396.49

Table B-2 **Monthly Water Service Charge After** **June 30, 2026**			
Meter Size	Inside City	Outside City	Wholesale
⅝"	$7.85	$11.78	$11.78
⅝ x ¾ inch	$7.85	$11.78	$11.78
1 inch	$11.30	$16.95	$16.95
1 ½ inch	$21.55	$32.33	$32.33
2 inch	$29.52	$44.28	$44.28
3 inch	$64.37	$96.56	$96.56
4 inch	$106.59	$159.89	$159.89
6 inch	$213.18	$319.77	$319.77
8 inch	$319.67	$479.51	$479.51

Table B-3 **Monthly Water Service Charge After** **December 31, 2026**			
Meter Size	Inside City	Outside City	Wholesale
⅝"	$9.11	$13.67	$13.67
⅝ x ¾ inch	$9.11	$13.67	$13.67
1 inch	$13.11	$19.67	$19.67
1 ½ inch	$25.00	$37.51	$37.51
2 inch	$34.25	$51.37	$51.37
3 inch	$74.67	$112.01	$112.01
4 inch	$123.65	$185.48	$185.48
6 inch	$247.29	$370.94	$370.94
8 inch	$370.82	$556.24	$556.24

Table B-4 **Monthly Water Service Charge After** **December 31, 2027**			
Meter Size	Inside City	Outside City	Wholesale
⅝"	$10.57	$15.86	$15.86
⅝ x ¾ inch	$10.57	$15.86	$15.86
1 inch	$15.21	$22.82	$22.82
1 ½ inch	$29.00	$43.52	$43.52
2 inch	$39.73	$59.59	$59.59
3 inch	$86.62	$129.94	$129.94
4 inch	$143.44	$215.16	$215.16
6 inch	$286.86	$430.30	$430.30
8 inch	$430.16	$645.24	$645.24

Table B-5 Monthly Water Service Charge After December 31, 2028			
Meter Size	Inside City	Outside City	Wholesale
⅝"	$10.89	$16.34	$16.34
⅝ x ¾ inch	$10.89	$16.34	$16.34
1 inch	$15.67	$23.51	$23.51
1 ½ inch	$29.87	$44.83	$44.83
2 inch	$40.93	$61.38	$61.38
3 inch	$89.22	$133.84	$133.84
4 inch	$147.75	$221.62	$221.62
6 inch	$295.47	$443.21	$443.21
8 inch	$443.07	$664.60	$664.60

(2) Beginning January 1, 2030, all monthly water service charges shall be increased by 3% per year.

(3) The monthly treated water rates and the monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after June 30, 2026.

(4) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly Standby Fire Protection Service Charge.*

(1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be based on the incoming line size or the backflow preventer size, whichever is smaller, as set forth in the following table:

Monthly Standby Fire Protection Service Charge		
Line Size or Backflow Preventer Size	**Inside City**	**Outside City**
1 inch	$10.34	$12.38
2 inch	$10.78	$12.83
2.5 inch	$21.55	$24.77
3 inch	$32.31	$37.16
4 inch	$64.63	$74.32
6 inch	$179.50	$209.60
8 inch	$376.99	$433.54
10 inch	$646.26	$743.18

(2) The Utilities Department shall review the monthly standby fire protection service charges every two (2) years and shall make recommendations to the City Council following such review. Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. No. 5123, 4-1-08; Ord. No. 6169, §1, 4-2-2019; Ord. No. 6633, §1, 1-3-23; Ord. No. 6681, §1(Att.), 9-19-23)

51.137 Monthly Sewer Rates

(A) *Monthly Sewer Rates.*

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 **Monthly Sewer Rates Per 1,000 Gallons** **Before July 1, 2026**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$5.24
	Greater than 2,000 gallons	$6.99
Non-Residential	All Usage	$5.88
Major Industrial	All Usage	$6.21
Outside city	All Usage	$8.05
Wholesale	All Usage	$6.09

Table D-2 **Monthly Sewer Rates Per 1,000 Gallons After** **June 30, 2026**		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	$5.24
	Greater than 2,000 gallons	$6.99
Non-Residential	All Usage	$5.88
Major Industrial	All Usage	$6.21
Outside city	All Usage	$8.05
Wholesale	All Usage	$6.09

(2) Beginning January 1, 2027, all monthly sewer quantity charge-usage rates per 1,000 gallons shall be increased by 3% per year.

(3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly Sewer Service Charge.*

(1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to July 1, 2026		
Meter Size	Inside City	Outside City
⅝"	$13.52	$16.66
⅝ x ¾ inch	$13.52	$16.98
1 inch	$25.94	$33.23
1½ inch	$47.53	$66.98
2 inch	$65.37	$93.23
3 inch	$140.67	$195.74
4 inch	$231.80	$286.99
6 inch	$459.37	$532.02
8 inch	$687.03	$592.02

Table E-2 Monthly Sewer Service Charge After June 30, 2026		
Meter Size	Inside City	Outside City
⅝"	$13.52	$16.66
⅝ x ¾ inch	$13.52	$16.98
1 inch	$25.94	$33.23
1½ inch	$47.53	$66.98
2 inch	$65.37	$93.23
3 inch	$140.67	$195.74
4 inch	$231.80	$286.99
6 inch	$459.37	$532.02
8 inch	$687.03	$592.02

(2) Beginning January 1, 2027, all monthly sewer service charges shall be increased by 3% per year.

(C) *Determination of Sewer Quantity Charge for Residential Customers.*

(1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

(2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

(D) *Determination of Charge for Non-residential and Major Industrial Customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a twelve (12) month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) *Extra Strength Surcharge.*

(1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD 5 and/or TSS, the city shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F1 Extra Strength Surcharges **Prior to July 1, 2026**	
Extra Strength BOD_5	$0.5743 per pound
Extra Strength TSS	$0.7086 per pound

Table F2 Extra Strength Surcharges **After June 30, 2026**	
Extra Strength BOD_5	$0.5743 per pound
Extra Strength TSS	$0.7086 per pound

(2) Beginning January 1, 2027, Extra Strength Surcharges shall be increased by 3% per year.

(3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).

(4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.

(5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

(7) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

S	=	V × 8.34 × [BOD Unit Charge (BOD - 300) + SS Unit Charge (TSS - 300)]

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD Unit Charge	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength in parts per million
300	=	Allowed BOD strength in parts per million
TSS Unit Charge	=	Unit charge for suspended solids in dollars per pound
TSS	=	Suspended solids strength in parts per million
300	=	Allowed TSS Strength in parts per million

(F) *Hauled Wastewater Fees.*

(1) Application Fee. An application to discharge hauled domestic waste must be accompanied by a fee of $100.00.

(2) Discharge Fee. A fee of $50.00 must be paid for each hauled domestic waste load discharged.

(G) *Industrial Wastewater Discharge Permit Fee.*

(1) Application Fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of $500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. No. 4998, 4-3-07; Ord. No. 5129, 4-15-08; Ord. No. 5438, 9-20-11; Ord. No. 5739, 2-17-15; Ord. No. 6633, §1, 1-3-23; Ord. No. 6681, §1(Att.), 9-19-23)

159.02 Water And Wastewater Impact Fees

(A) Applicability.

(1) The following provisions shall apply to all of the territory within the city's water and wastewater service areas, including areas outside the corporate city limits and within service areas located within Washington County and other incorporated cities after June 16, 2003.

(2) The following types of development shall be required to pay a water and/or wastewater impact fee:

(a) New and existing development seeking a new connection to the city's water or wastewater system resulting in increased demand from water and/or wastewater facilities. This shall not apply to existing development that is connecting to the wastewater system in order to eliminate an individual sewage disposal system.

(b) New and existing development as stated in (a) above seeking a new connection to the system of a wholesale customer of the city's water or wastewater system, where collection of the city's impact fee is required by the city's contract with the wholesale customer.

(c) Nonresidential or residential redevelopment seeking a larger capacity or additional water meter.

(B) Intent.

(1) The intent of wastewater and water impact fees is to ensure that new development bears a proportionate share of the cost of improvements to the city's water and wastewater systems; to ensure that the proportionate share does not exceed the cost of providing water and wastewater facilities to the development that paid the fee; and to ensure that funds collected from developments are used to construct water and wastewater facilities that serve such developments. It is further the intent of this ordinance to use the impact fees to implement the city's Comprehensive Land Use Plan and future plan updates and to implement the city's Five Year Capital Improvements Program.

(2) It is not the intent of this ordinance to collect any money from any development in excess of the actual amount necessary to offset demands generated by that development for the water and wastewater facilities for which the fee was paid.

(3) It is not the intent of this ordinance that any monies collected for the water impact fee and the wastewater impact fee ever be commingled or ever be used for a type of facility different from that for which the fee was paid.

(C) Time of Collection.

(1) Water and wastewater impact fees shall be paid at the time of installation of the water meter serving the property or of the connection to the wastewater system, whichever comes first.

(2) Development projects which have obtained building permits prior to the effective date of this ordinance shall not have to pay impact fees if the building is completed with water and sewer hook-ups installed and Certificate of Occupancy issued no later than six (6) months from the effective date of this ordinance.

(D) Fee Determination.

(1) Schedule of Fees. The Impact Fee Administrator shall determine the amount of the water and wastewater impact fees for residential uses based on the type or size of the water meter and for nonresidential uses based on the size of the water meter using the following schedule:

Land Use	Unit	Water	Wastewater	Total
Single-Family (average)	Dwelling	$2,672.00	$2,998.00	$5,670.00
Multi-Family (per dwelling unit)	Dwelling	$1,897.00	$2,129.00	$4,026.00
Nonresidential (5/8 x 3/4 inch meter)	Meter	$2,672.00	$2,998.00	$5,670.00
Nonresidential (1 inch meter)	Meter	$6,680.00	$7,496.00	$14,176.00
Nonresidential (1½ inch meter)	Meter	$13,361.00	$14,991.00	$28,352.00
Nonresidential (2 inch meter)	Meter	$21,377.00	$23,986.00	$45,363.00
Nonresidential (3 inch meter)	Meter	$42,754.00	$47,972.00	$90,726.00
Nonresidential (4 inch meter)	Meter	$66,803.00	$74,956.00	$141,759.00
Nonresidential (6 inch meter)	Meter	$133,606.00	$149,911.00	$283,517.00
Nonresidential (8 inch meter)	Meter	$213,770.00	$239,858.00	$453,628.00
Nonresidential (10 inch meter)	Meter	$307,294.00	$344,796.00	$652,090.00

(2) Redevelopment, Reconstruction, Change of Use. In the event of a redevelopment, reconstruction or change of use from an existing development or use, the fee shall be the difference between what the fee would be for the entire redevelopment or reconstruction project and what the fee would have been for the existing development or use. Existing development must be connected to the water or wastewater system at the time of redevelopment in order to apply this credit.

(3) Mixed Use. For mixed use developments requiring a shared meter to serve both multi-family and nonresidential uses, the impact fee shall be calculated by assigning (a) the applicable multi-family impact fee based on the number of dwelling units, and (b) a nonresidential impact fee based on the meter size that would be required to serve only the nonresidential portion of the development, as determined by projected demands, fixture counts, or other accepted methods. The combined total shall constitute the impact fee for the mixed use development, regardless of the actual meter size installed to serve the full building demand.

(4) Fire Suppression/Low Pressure. It is the intent of this ordinance to base water and wastewater impact fees on the typical usage in a new building or other facility. Extinguishing of fires is not a part of typical usage; to allow adequate fire flow to sprinklers and internal hydrants at some large and at-risk properties, it may be necessary for fire protection purposes to install a larger water meter than would be necessary to meet day-to-day needs of that facility. In addition, a larger meter may be required in areas of low water pressure than in areas of normal water pressure for the same type of use. In those cases, it is the policy of the city that the impact fee for water and wastewater should be based on the meter size needed by that facility for its typical usage, without regard to fire-flow or unusual pressure conditions.

(5) Irrigation. Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the wastewater impact fee.

(6) *Affordable Housing and Homeless Shelter Exemption.* Construction of single family, non-profit multi-family supportive housing, and homeless shelters funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals, non-profit multi-family supportive housing, homeless shelters, and all accessory dwelling units shall be exempted from payment of impact fees pursuant to this ordinance by the Impact Fee Administrator.

(E) Use of Fees.

(1) Establishment of Accounts. An Impact Fee Fund that is distinct from the General Fund of the city is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the Impact Fee Fund:

(a) Water Impact Fee Account; and

(b) Wastewater Impact Fee Account.

(2) Water Impact Fee Accounts. The Water Impact Fee Account shall contain only those water impact fees collected pursuant to this ordinance plus any interest which may accrue from time to time on such amounts.

(3) Wastewater Impact Fee Account. The Wastewater Impact Fee Account shall contain only those wastewater impact fees collected pursuant to this ordinance plus any interest which may accrue from time to time on such amounts.

(4) Order of Use. Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.

(5) Use of Fees. The monies in each impact fee account shall be used only for the following:

(a) Acquisition. To acquire land for and/or acquire or construct water or wastewater system improvements of the type reflected in the title of the account and as described in the Impact Fee Study as well as extension of service to new development paying an impact fee.

(b) Debt Service. To pay debt service on any portion of any current or future general obligation bond issue or revenue bond issue used to finance water or wastewater system improvements of the type reflected in the title of the account that created or will create capacity to serve new development.

(c) As described in subsection F, Refunds.

(F) Refunds.

(1) The City of Fayetteville shall refund the portion of collected development impact fees, including the accrued interest that has not been expended seven (7) years from the date the fees were paid. Interest shall be based on a 4% annual rate.

(2) A refund shall be paid to the present owner of the property that was the subject of new development and against which the fee was assessed and collected.

(3) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the present owners of the property no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to all present owners of record shall be sufficient to satisfy the requirement of notice.

(4) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(5) At the time of payment of the water or wastewater impact fee under this ordinance, the Impact Fee Administrator shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this ordinance.

Ord. No. 4447, §1, 12-17-02; Ord. No. 4492, §159.02 C.1, 6-03-03; Ord. No. 4496 §159.02 "F", 6-17-03; Ord. No. 4919, 9-05-06; Ord. No. 4975, 1-16-07; Ord. No. 5206, 12-16-08; Ord. No. 6255, §2, 11-5-19)

CITY OF
FAYETTEVILLE
ARKANSAS

CITY OF FAYETTEVILLE, ARKANSAS
Notice of Public Hearing on Proposed Water and Sewer Rate Changes
City Council Meeting: Tuesday, May 5, 2026 at 5:30 PM

City of Fayetteville Administration Building, City Hall
113 W. Mountain – Room 219 or via Zoom link at www.fayetteville-ar.gov

On May 5, 2026 shortly after the beginning of the Council Meeting at 5:30 PM, the Fayetteville City Council will hold a public hearing prior to the consideration and possible adoption of the 2026-2030 water and sewer rates ordinance and impact fee ordinance. The public will be able to comment during this Public Hearing and also during consideration of the rate ordinance prior to its final consideration and vote by the Fayetteville City Council. The public can attend in person or remotely via the link on the City's website, www.fayetteville-ar.gov.

If adopted, the proposed new rates would take effect on July 1, 2026, with. All persons are invited to attend the public hearing and be heard on the matter.

A water and sewer cost of service study was conducted by Carollo Engineers pursuant to Fayetteville City Council Resolution 25-02 and State Law to perform a cost analysis to determine if costs allocations are fair and equitable among customer classes and to review the existing rate structure and design proposed rates that provide adequate revenues to operate and maintain the utilities and ensure sufficient funds will be available for necessary capital expansions. The rate study was conducted following the industry standard methodology from the American Water Works Association (M1 Principles of Water Rates, Fees, and Charges).

The proposed water and sewer rate changes below are necessary for the City of Fayetteville to continue to provide safe and reliable water and sewer services to its citizens and other customers because extensive new capital needs are required now and will be required in the future, and operating costs have increased and will continue to increase.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-222

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Sewer Damage Claim for 516 North Fallin Avenue (Chris Skrocki)**

RECOMMENDATION:
Staff recommends a resolution to authorize a payment of $100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue, pursuant to §39.10(C)(4) of the Fayetteville City Code.

BACKGROUND:
On or about December 8th, 2025, a directional boring company bored through the sewer main that had been incorrectly located by the City of Fayetteville which was located behind 516 N Fallin Ave. This caused a buildup of debris in the sewer main, which resulted in the home located at 516 N Fallin Ave experiencing a sewer backup.

The customer called a mitigation company, NWA Restore It. They removed flooring, trim, sheetrock, etc. On December 9th, 2025, City crews were notified of the issue and promptly went to repair the sewer main.

DISCUSSION:
The claimant, Chris Skrocki, is seeking compensation from the City which includes the cost of the mitigation, cleaning of personal effects, and construction costs to replace materials removed by the mitigation company. Below are the cost estimates:

NWA Claims, LLC Repair Estimate	$46,496.83
Personal Property Loss (Customer estimate, approved by NWA Claims)	$24,505.00
NWA Restore It Personal Property Cleaning Estimate	$32,745.19
NWA Restore It Mitigation Estimate	$36,241.11
Total	$139,988.13
Less: Insurance Payment	($10,000.00)
Damage Claim Amount Requested from City	$129,988.13

City staff recommends the maximum allowable compensation in the amount of $100,000.00 as specified by Ordinance 6725.

BUDGET/STAFF IMPACT:

Funds are available in the Self Insurance – Non-Vehicular Damage account within the Water & Sewer fund.

ATTACHMENTS: 3. Staff Review Form, 4. Attachments

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

File #: 2026-222

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE A PAYMENT OF $100,000.00 TO CHRIS SKROCKI FOR A SEWER DAMAGE CLAIM ARISING AT 516 NORTH FALLIN AVENUE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case by a 2/3 vote, approve the payment of water or sewer damage claims up to $100,000.00; and

WHEREAS, the City has received estimates for repairs at 516 North Fallin Avenue exceeding $100,000.00.

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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes a payment of $100,000.00 to or on behalf of Chris Skrocki for expenses related to the sewer damage claim at 516 North Fallin Avenue.

City of Fayetteville Staff Review Form

2026-222

Item ID

2/17/2026

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

Tim Nyander	1/28/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a resolution to authorize the Mayor to pay the total amount of $100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue, pursuant to §39.10(C)(4) of the Fayetteville City Code.

Budget Impact:

5400.720.4410-5311.04	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	180,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	180,000.00
Does item have a direct cost?	Yes	Item Cost	$	100,000.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	80,000.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Claim Request

Although the City of Fayetteville is immune from any claim for liability or damages caused by alleged negligence of its employees, the City Council has authorized a very limited property damage claims procedure.

INSTRUCTIONS: Please complete this form clearly stating the reason for the claim, amount you are requesting, all contact information, and attach appropriate documentation including receipts, estimates, photos, etc. Three (3) itemized written estimates must be provided prior to repairs being made. Substantive documentation **MUST** be provided to establish all monetary values. Additional sheets may be added. Failure to provide all information and fully substantiate your claim will result in the claim being denied. Please do not discard any items that are being claimed as damaged. **Filing a claim does not imply approval**; claims will be investigated before a decision is rendered; claims received more than **30 days** after the incident will be denied. Claims containing inaccurate or fraudulent information will be denied. Please mail to or hand-deliver documents to: **Mayor's Office – Claims, City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701 OR Fax to 479-575-8257**

CLAIMANT INFORMATION

First Name: Chris

Last Name: Skrocki

Middle Initial: M

Claim Type

What type of claim are you requesting?

- ○ General
- ◉ Water and Sewer

Email: cskrock@gmail.com

Address

Street Address: 516 N FALLIN AVENUE

Address Line 2:

City: Fayetteville

State / Province / Region: AR

Postal / Zip Code: 72701

Country: USA

Daytime Phone

479-466-6593

Alternate Phone

Incident Location

Address/Location of Occurence

Street Address

516 N FALLIN AVENUE

Address Line 2

City

Fayetteville

State / Province / Region

Arkansas

Postal / Zip Code

72701

Country

United States

INCIDENT INFORMATION

Date of Incident

12/8/2025

Time of Incident

4:00 PM

Amount being Claimed

$ 1000000.00

Incident Nature

Nature of Occurrence

- ○ Automotive Related
- ◉ Home Related
- ○ Personal
- ○ other

Legal Owner of Property

Chris Skrocki

As shown in the Washington County land records

Insurance

Do you have any insurance which covers your damage?

- ○ Yes
- ◉ No

The City cannot pay a claim in an amount exceeding a Claimant’s insurance deductible, if covered. The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s): Attach additional sheets if necessary

Incident Description

The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s):

Please consider the amounts required for form submission to be placeholders and not necessarily representative of actual claimed amounts or the relevancy of a private property insurance claim. Based on a preliminary conversation with a claims adjuster it does not appear likely that private insurance will come anywhere close to covering the extent of this incident, therefore I selected 'No' to the insurance question.

Here is what I know - on the afternoon of December 8th sewage water seeped through two toilets, my bathtub, and shower and covered the lower level of my house. Franklin Plumbing came out this morning, and, upon opening the manhole cover at the street, advised that the overflow came from the city sewer system.

Furniture, clothing, and other personal items have been damaged to a significant extent.

My floors require replacement, wool rugs are a total loss, cabinetry will need to be replaced, etc.

My mitigation/remediation contractor, NWA Restore It, tentatively estimates the house will be uninhabitable for 6 months. NWA Restore It is actively documenting losses/articles which are candidates for remediation throughout the process.

I have concerns about damage to the value of the property with respect to eventual required seller's disclosures given the extent to which raw sewage from the city's line has been distributed throughout my house.

I would like to discuss the next steps moving forward as we further learn the scope of the damages.

Merry Christmas,

Chris Skrocki

File Upload

Upload

image0.jpeg	804KB
image1.jpeg	804KB
image2.jpeg	1.53MB
image3.jpeg	1.75MB
image4.jpeg	1.12MB

Attach appropriate documentation including receipts, itemized estimates, photos, etc. If vehicle related, please include proof of insurance if applicable.

Agreement

☑ I Agree.

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Signature

By signing below, I acknowledge that the above-provided information is true and correct to the best of my knowledge and belief.

Chris Skrocki

Refer To

Shea Fankhouser

Department

WATER & SEWER

Additional Documentation

Upload

Skrocki Subrogation Demand.pdf 4.12MB ✕

Memo

*

Sent claim received email and told claimant they first needed to file a claim with their home owner's insurance. CA 12-10-25

Sent NWA Claims, LLC a request to perform a damage assessment at this property. CA 12-11-25

Insurance company responded with letter stating they will seek subrogation against the City. Sent inquiry on how to proceed to CAO. CA 12-23-25

City Attorney's Office gave response that claimant will have to provide subrogation letter or claim will be closed. I sent this instruction to claimant and asked if he could provide this from his insurance company. CA 1-7-26

Letter to Claimant * Upload

Comments *2000 characters left*

Submit Memo

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Client:	Chris Skrocki
Property:	516 North Fallin Avenue Fayetteville , AR 72702
Operator:	MDEATON
Estimator:	Mark Deaton
Business:	(479) 871-3700
Type of Estimate:	Water Damage
Date Entered:	12/16/2025
Date Assigned:	12/11/2025
Price List:	ARFA8X_JAN26
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SKROCKI_SKETCH
File Number:	26-001

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

NWA Claims, LLC . is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

This estimate is subject to review by the client/insurance company.

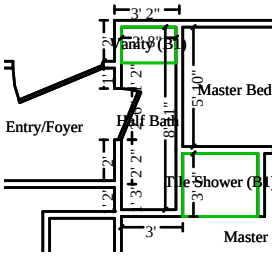
NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

SKROCKI_SKETCH

Downstairs

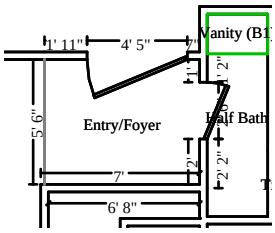


Half Bath **Height: 9'**

191.83	SF Walls	23.78	SF Ceiling
215.61	SF Walls & Ceiling	23.78	SF Floor
2.64	SY Flooring	14.50	LF Floor Perimeter
23.17	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into ENTRY_FOYER**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. 1/2" - drywall per LF - up to 2' tall	14.50 LF	11.38	19.31	33.00	217.32	(0.00)	217.32
2. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
3. Pre-finished solid wood flooring	23.78 SF	9.54	26.54	45.38	298.78	(0.00)	298.78
4. Baseboard *	14.50 LF	3.82	6.48	11.08	72.95	(0.00)	72.95
5. Paint baseboard - one coat	14.50 LF	1.03	1.75	2.98	19.67	(0.00)	19.67
6. Paint the walls - two coats	191.83 SF	1.09	24.47	41.82	275.38	(0.00)	275.38
Paint Walls For Match							
7. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
8. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Half Bath			**150.20**	**256.76**	**1,690.69**	**0.00**	**1,690.69**



Entry/Foyer **Height: 15' 6"**

289.31	SF Walls	37.58	SF Ceiling
326.89	SF Walls & Ceiling	37.58	SF Floor
4.18	SY Flooring	12.42	LF Floor Perimeter
24.83	LF Ceil. Perimeter		

Missing Wall **5' 6" X 15' 6"** **Opens into LIVING_ROOM**

Door **4' 5" X 6' 8"** **Opens into Exterior**

Door **2' 6" X 6' 8"** **Opens into HALF_BATH**

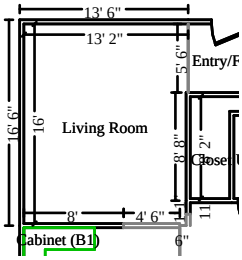
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. 1/2" - drywall per LF - up to 2' tall	12.42 LF	11.38	16.54	28.26	186.14	(0.00)	186.14
10. Paint the walls - two coats	289.31 SF	1.09	36.90	63.08	415.33	(0.00)	415.33
Paint Walls For Match							

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

CONTINUED - Entry/Foyer

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Pre-finished solid wood flooring	37.58 SF	9.54	41.94	71.70	472.15	(0.00)	472.15
Totals: Entry/Foyer			**95.38**	**163.04**	**1,073.62**	**0.00**	**1,073.62**

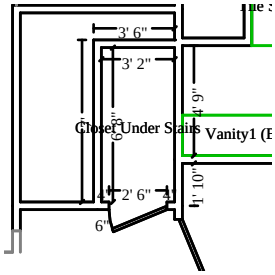


Living Room **Height: 9'**

434.89	SF Walls	209.00	SF Ceiling
643.89	SF Walls & Ceiling	209.00	SF Floor
23.22	SY Flooring	46.92	LF Floor Perimeter
52.33	LF Ceil. Perimeter		

Missing Wall - Goes to Floor	**4' 6" X 6' 8"**	**Opens into KITCHEN**
Missing Wall	**6" X 9'**	**Opens into DINING_AREA**
Missing Wall - Goes to Floor	**11" X 6' 8"**	**Opens into DINING_AREA**
Missing Wall	**5' 6" X 9'**	**Opens into ENTRY_FOYER**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. Fireplace hearth - tile	96.00 SF	17.91	201.17	343.88	2,264.41	(0.00)	2,264.41
13. Framing & Rough Carpentry (Bid Item)	1.00 EA	325.00	38.03	65.00	428.03	(0.00)	428.03
14. 1/2" - drywall per LF - up to 4' tall	46.92 LF	16.41	90.08	154.00	1,014.04	(0.00)	1,014.04
15. Paint the walls - two coats	434.89 SF	1.09	55.46	94.80	624.29	(0.00)	624.29
16. Pre-finished solid wood flooring	209.00 SF	9.54	233.28	398.78	2,625.92	(0.00)	2,625.92
17. Baseboard *	46.92 LF	3.82	20.96	35.84	236.03	(0.00)	236.03
18. Paint baseboard - one coat	46.92 LF	1.03	5.65	9.66	63.64	(0.00)	63.64
Totals: Living Room			**644.63**	**1,101.96**	**7,256.36**	**0.00**	**7,256.36**



Closet Under Stairs **Height: 9'**

160.33	SF Walls	21.11	SF Ceiling
181.44	SF Walls & Ceiling	21.11	SF Floor
2.35	SY Flooring	17.17	LF Floor Perimeter
19.67	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into DINING_AREA**

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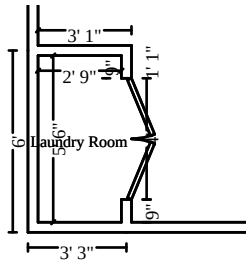
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. 1/2" - drywall per LF - up to 2' tall	17.17 LF	11.38	22.86	39.08	257.33	(0.00)	257.33
20. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
21. Pre-finished solid wood flooring	21.11 SF	9.54	23.57	40.28	265.24	(0.00)	265.24
22. Baseboard *	17.17 LF	3.82	7.68	13.12	86.39	(0.00)	86.39
23. Paint baseboard - one coat	17.17 LF	1.03	2.06	3.54	23.29	(0.00)	23.29
24. Paint the walls - two coats	160.33 SF	1.09	20.45	34.96	230.17	(0.00)	230.17
Paint Walls For Match							
25. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
26. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Closet Under Stairs			**148.27**	**253.48**	**1,669.01**	**0.00**	**1,669.01**



Laundry Room **Height: 9'**

121.83 SF Walls	15.13 SF Ceiling
136.96 SF Walls & Ceiling	15.13 SF Floor
1.68 SY Flooring	12.50 LF Floor Perimeter
16.50 LF Ceil. Perimeter	

Door **4' X 6' 8"** **Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
27. 1/2" - drywall per LF - up to 2' tall	12.50 LF	11.38	16.64	28.46	187.35	(0.00)	187.35
28. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
29. Pre-finished solid wood flooring	15.13 SF	9.54	16.88	28.86	190.08	(0.00)	190.08
30. Baseboard *	12.50 LF	3.82	5.59	9.56	62.90	(0.00)	62.90
31. Paint baseboard - one coat	12.50 LF	1.03	1.51	2.58	16.97	(0.00)	16.97
32. Paint the walls - two coats	121.83 SF	1.09	15.54	26.56	174.89	(0.00)	174.89
Paint Walls For Match							
33. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
34. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Laundry Room			**127.81**	**218.52**	**1,438.78**	**0.00**	**1,438.78**

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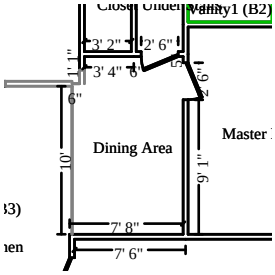
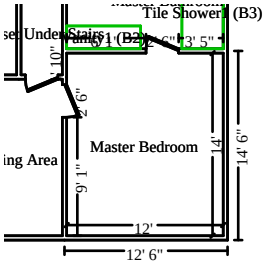


Dining Area **Height: 9'**

214.06	SF Walls	88.47	SF Ceiling
302.53	SF Walls & Ceiling	88.47	SF Floor
9.83	SY Flooring	22.25	LF Floor Perimeter
28.17	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into MASTER_BEDRO**
Door	**2' 6" X 6' 8"**	**Opens into CLOSET_UNDER**
Missing Wall - Goes to Floor	**11" X 6' 8"**	**Opens into LIVING_ROOM**
Missing Wall	**6" X 9'**	**Opens into LIVING_ROOM**
Missing Wall	**10' X 9'**	**Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35. 1/2" - drywall per LF - up to 2' tall	22.25 LF	11.38	29.63	50.64	333.48	(0.00)	333.48
36. Paint the walls - two coats	214.06 SF	1.09	27.30	46.66	307.29	(0.00)	307.29
Paint Walls For Match							
37. Remove Pre-finished solid wood flooring	44.23 SF	2.70	13.97	23.88	157.27	(0.00)	157.27
Remove portion of wood flooring during mitigation							
38. Pre-finished solid wood flooring	88.47 SF	9.54	98.75	168.80	1,111.55	(0.00)	1,111.55
Totals: Dining Area			**169.65**	**289.98**	**1,909.59**	**0.00**	**1,909.59**



Master Bedroom **Height: 9'**

434.67	SF Walls	168.00	SF Ceiling
602.67	SF Walls & Ceiling	168.00	SF Floor
18.67	SY Flooring	47.00	LF Floor Perimeter
52.00	LF Ceil. Perimeter		

Door	**2' 6" X 6' 8"**	**Opens into MASTER_BATHR**
Door	**2' 6" X 6' 8"**	**Opens into DINING_AREA**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. 1/2" - drywall per LF - up to 2' tall	47.00 LF	11.38	62.58	106.98	704.42	(0.00)	704.42
40. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
41. Pre-finished solid wood flooring	168.00 SF	9.54	187.52	320.54	2,110.78	(0.00)	2,110.78
42. Baseboard *	47.00 LF	3.82	21.01	35.90	236.45	(0.00)	236.45
43. Paint baseboard - one coat	47.00 LF	1.03	5.66	9.68	63.75	(0.00)	63.75
44. Paint the walls - two coats	434.67 SF	1.09	55.43	94.76	623.98	(0.00)	623.98

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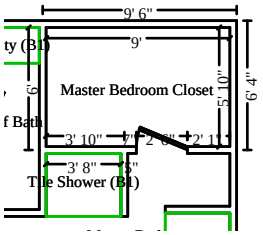
CONTINUED - Master Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Paint Walls For Match							
45. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
46. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Master Bedroom			**403.85**	**690.36**	**4,545.97**	**0.00**	**4,545.97**



Master Bedroom Closet **Height: 9'**

250.33	SF Walls	52.50	SF Ceiling
302.83	SF Walls & Ceiling	52.50	SF Floor
5.83	SY Flooring	27.17	LF Floor Perimeter
29.67	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into MASTER_BATHR**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
47. 1/2" - drywall per LF - up to 2' tall	27.17 LF	11.38	36.18	61.84	407.21	(0.00)	407.21
48. Pre-finished solid wood flooring	52.50 SF	9.54	58.60	100.18	659.63	(0.00)	659.63
49. Baseboard *	27.17 LF	3.82	12.14	20.76	136.69	(0.00)	136.69
50. Paint baseboard - one coat	27.17 LF	1.03	3.28	5.60	36.87	(0.00)	36.87
51. Paint the walls - two coats	250.33 SF	1.09	31.92	54.58	359.36	(0.00)	359.36
Paint Walls For Match							
52. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
53. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Master Bedroom Closet			**187.24**	**320.10**	**2,107.66**	**0.00**	**2,107.66**

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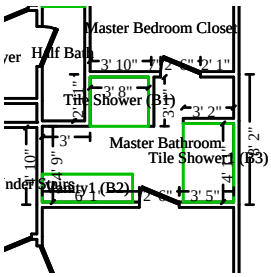

Master Bathroom **Height: 9'**

304.19	SF Walls	82.56	SF Ceiling
386.74	SF Walls & Ceiling	45.76	SF Floor
5.08	SY Flooring	18.67	LF Floor Perimeter
52.17	LF Ceil. Perimeter		

Door **2' 6" X 6' 8"** **Opens into MASTER_BEDRO**

Door **2' 6" X 6' 8"** **Opens into MASTER_BEDR2**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
54. 1/2" - drywall per LF - up to 2' tall	18.67 LF	11.38	24.85	42.50	279.81	(0.00)	279.81
55. Pre-finished solid wood flooring	45.76 SF	9.54	51.07	87.32	574.94	(0.00)	574.94
56. Baseboard *	18.67 LF	3.82	8.34	14.26	93.92	(0.00)	93.92
57. Paint baseboard - one coat	18.67 LF	1.03	2.24	3.84	25.31	(0.00)	25.31
58. Paint the walls - two coats	304.19 SF	1.09	38.80	66.32	436.69	(0.00)	436.69
Paint Walls For Match							
59. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
60. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
61. Jetted tub *	1.00 EA	2,260.16	264.44	452.04	2,976.64	(0.00)	2,976.64
Replace Jetted Tub-Had to be removed to clean fecal matter which had settled under it.							
62. Masonry (Bid Item)	1.00 EA	675.00	78.97	135.00	888.97	(0.00)	888.97
Re-tile around tub							
63. Tile shower - 61 to 100 SF	1.00 EA	2,137.88	250.13	427.58	2,815.59	(0.00)	2,815.59
Replace shower stall - Hardware Included							
64. Vanity*	4.00 LF	154.22	72.18	123.38	812.44	(0.00)	812.44
65. Countertop - Reset*	4.00 LF	10.88	5.09	8.70	57.31	(0.00)	57.31
66. Plumbing (Bid Item)	1.00 EA	325.00	31.69	0.00	356.69	(0.00)	356.69
Reset plumbing fixtures in bathroom							
Totals: Master Bathroom			**872.92**	**1,438.08**	**9,826.21**	**0.00**	**9,826.21**

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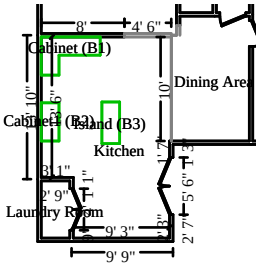

Kitchen **Height: 9'**

377.17 SF Walls	222.13 SF Ceiling
599.29 SF Walls & Ceiling	195.84 SF Floor
21.76 SY Flooring	26.50 LF Floor Perimeter
53.50 LF Ceil. Perimeter	

Door	**4' X 6' 8"**	**Opens into LAUNDRY_ROOM**
Door	**5' 6" X 6' 8"**	**Opens into Exterior**
Missing Wall	**10' X 9'**	**Opens into DINING_AREA**
Missing Wall - Goes to Floor	**4' 6" X 6' 8"**	**Opens into LIVING_ROOM**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
67. Detach & Reset Countertop*	54.00 SF	33.07	208.93	357.16	2,351.87	(0.00)	2,351.87
Reset Countertop							
68. 1/2" - drywall per LF - up to 2' tall	26.50 LF	11.38	35.28	60.32	397.17	(0.00)	397.17
69. Remove Pre-finished solid wood flooring	97.92 SF	2.70	30.94	52.88	348.20	(0.00)	348.20
Remove half of the wood flooring not removed during mitigation.							
70. Pre-finished solid wood flooring	195.84 SF	9.54	218.59	373.66	2,460.56	(0.00)	2,460.56
71. Baseboard *	26.50 LF	3.82	11.84	20.24	133.31	(0.00)	133.31
72. Paint baseboard - one coat	26.50 LF	1.03	3.19	5.46	35.95	(0.00)	35.95
73. Paint the walls - two coats	377.17 SF	1.09	48.10	82.22	541.44	(0.00)	541.44
Paint Walls For Match							
74. Detach & Reset Range - freestanding - gas *	1.00 EA	160.88	18.83	32.18	211.89	(0.00)	211.89
Reset Stove							
75. Detach & Reset Refrigerator*	1.00 EA	54.02	6.32	10.80	71.14	(0.00)	71.14
Reset Refrigerator							
76. Detach & Reset Dishwasher	1.00 EA	234.69	27.46	46.94	309.09	(0.00)	309.09
Reset Dishwasher							
77. Remove Cabinetry - lower (base) units *	6.00 LF	8.65	6.07	10.38	68.35	(0.00)	68.35
Remove lower cabinet section not removed during mitigation							
78. Cabinetry - lower (base) units *	16.00 LF	361.97	677.60	1,158.30	7,627.42	(0.00)	7,627.42
Replace lower cabinets-Doors Included-R&Ret Hardware Included							
79. Plumbing (Bid Item)	1.00 EA	325.00	31.69	0.00	356.69	(0.00)	356.69
Reset All Plumbing Items/Plumbing/Garbage Disposal/Etc.							
Totals: Kitchen			**1,324.84**	**2,210.54**	**14,913.08**	**0.00**	**14,913.08**
Total: Downstairs			**4,124.79**	**6,942.82**	**46,430.97**	**0.00**	**46,430.97**

Stairs

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Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
80. Insulation (Bid Item) Replace damaged insulation on exterior walls	1.00 EA	-575.00	-67.27	-115.00	-757.27	(0.00)	-757.27
81. Electrical (Bid Item) Address electrical items	1.00 EA	750.00	73.13	0.00	823.13	(0.00)	823.13
Totals: Miscellaneous			**5.86**	**-115.00**	**65.86**	**0.00**	**65.86**
Total: Stairs			**5.86**	**-115.00**	**65.86**	**0.00**	**65.86**
Line Item Totals: SKROCKI_SKETCH			**4,130.65**	**6,827.82**	**46,496.83**	**0.00**	**46,496.83**

Grand Total Areas:

4,438.26	SF Walls	1,398.22	SF Ceiling	5,836.48	SF Walls and Ceiling
1,365.36	SF Floor	151.71	SY Flooring	428.73	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	574.89	LF Ceil. Perimeter
1,365.36	Floor Area	1,549.25	Total Area	4,064.17	Interior Wall Area
2,854.42	Exterior Wall Area	308.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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Summary

Line Item Total	35,538.36
Overhead	3,413.91
Profit	3,413.91
Total Sales Tax	4,130.65
Replacement Cost Value	**$46,496.83**
Net Claim	**$46,496.83**

Mark Deaton

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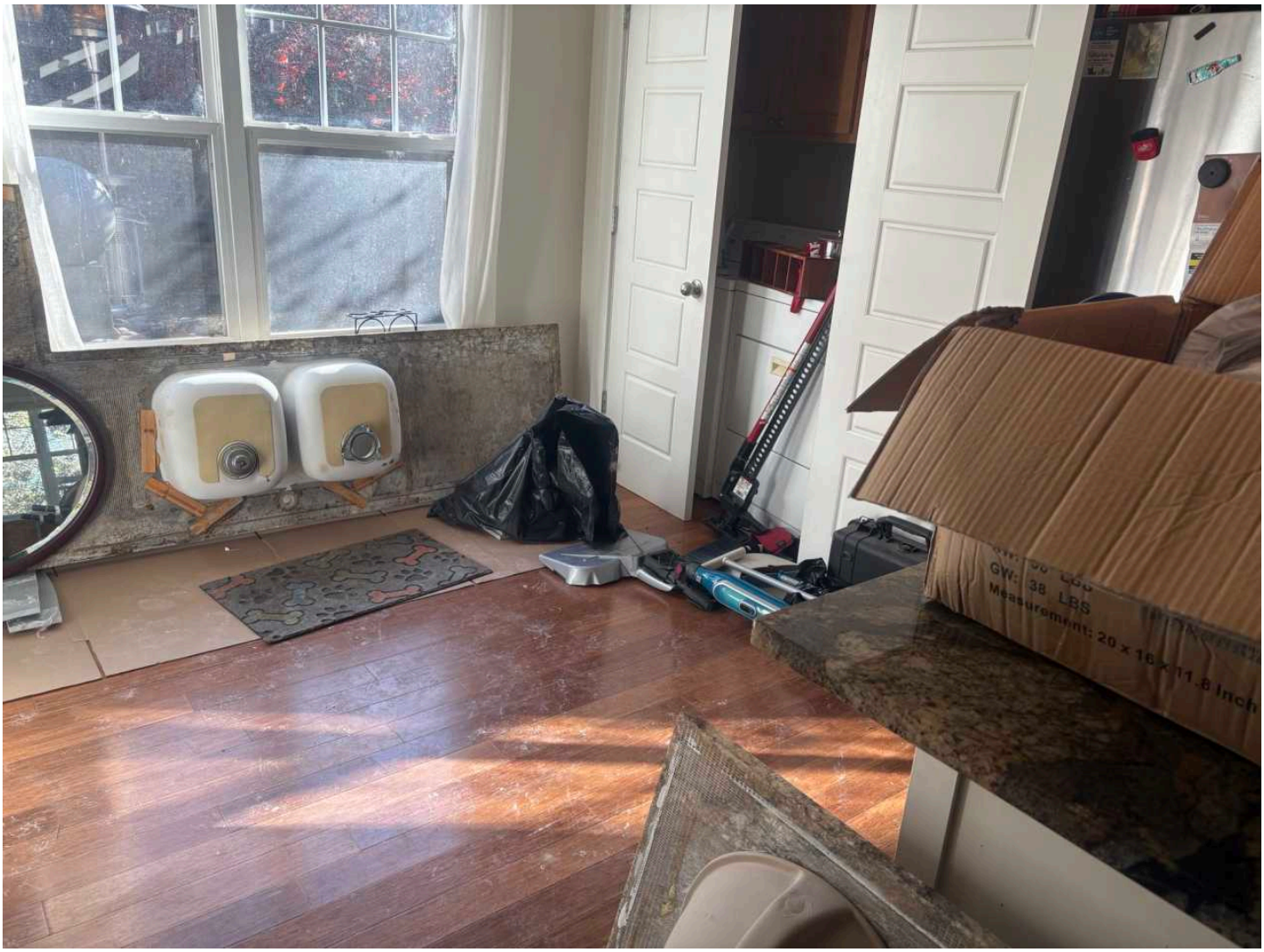

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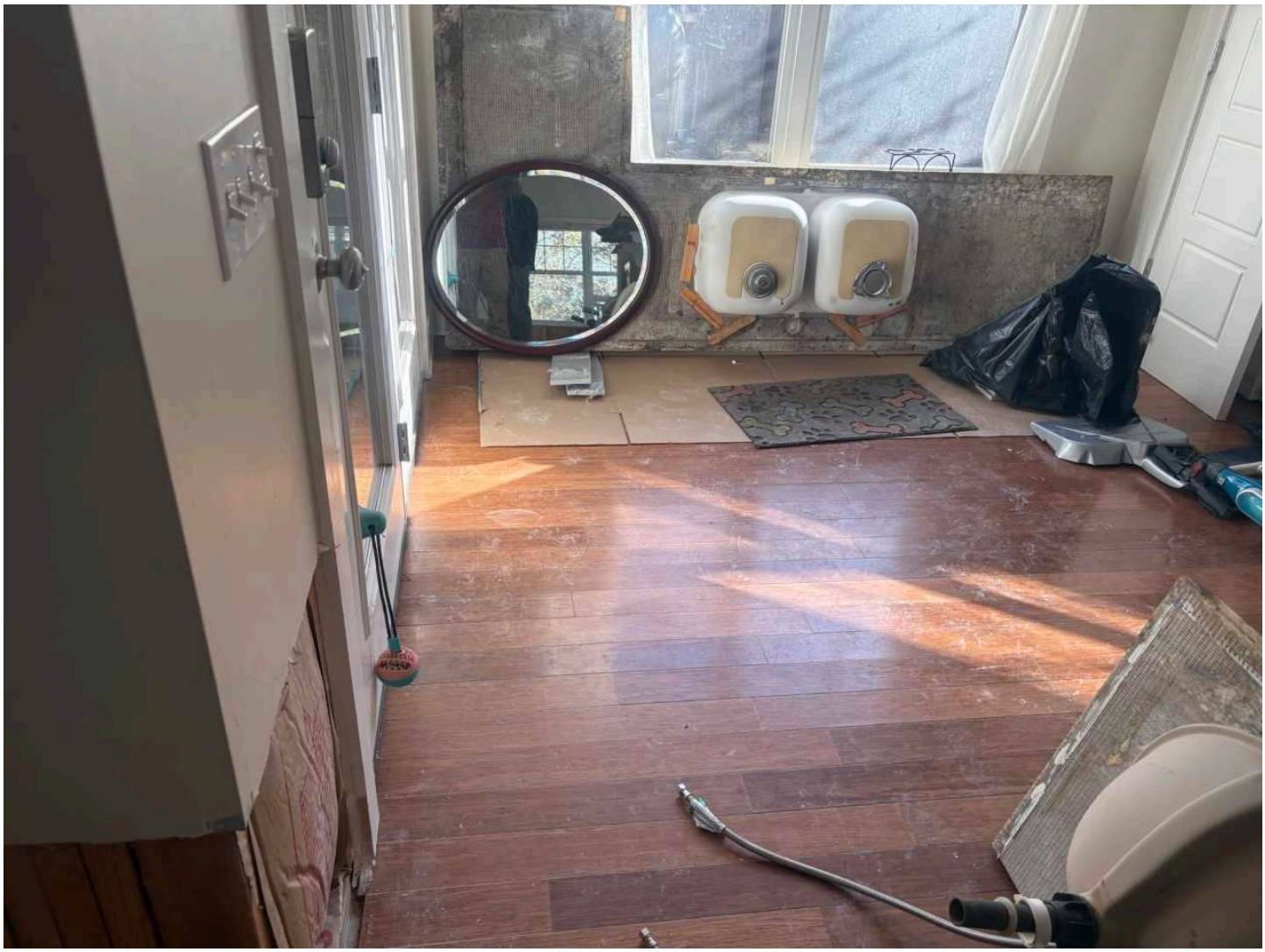

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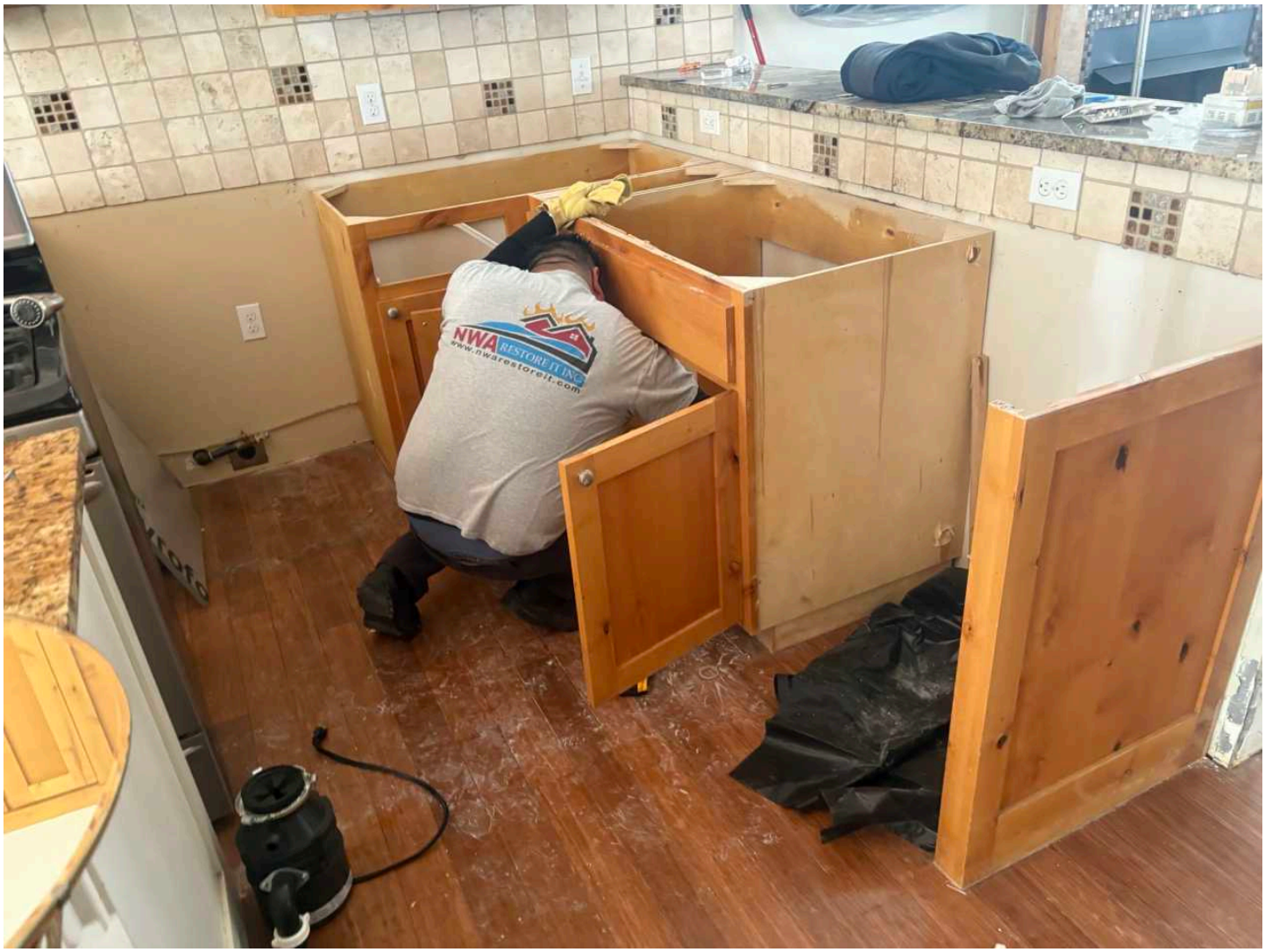

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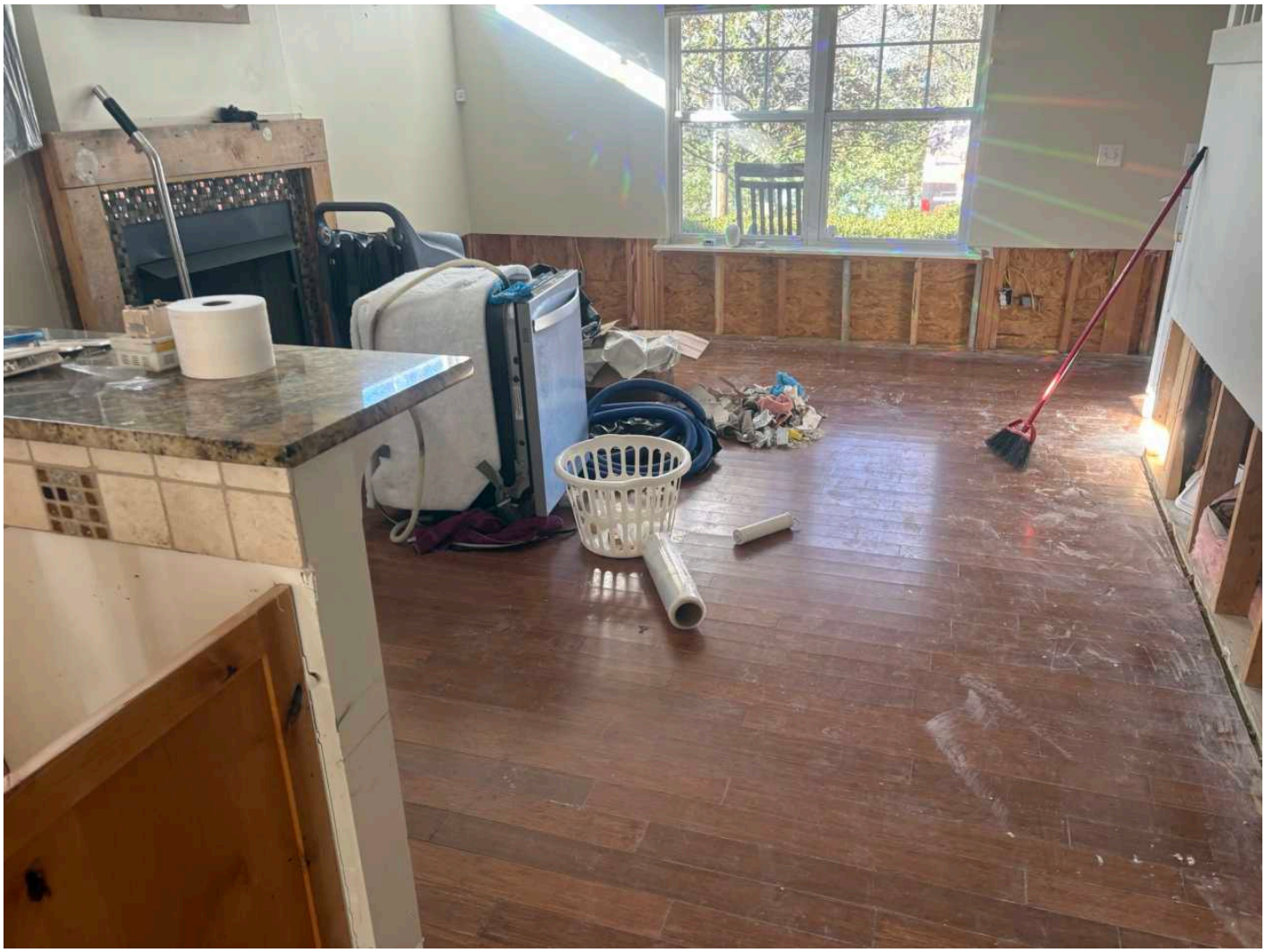

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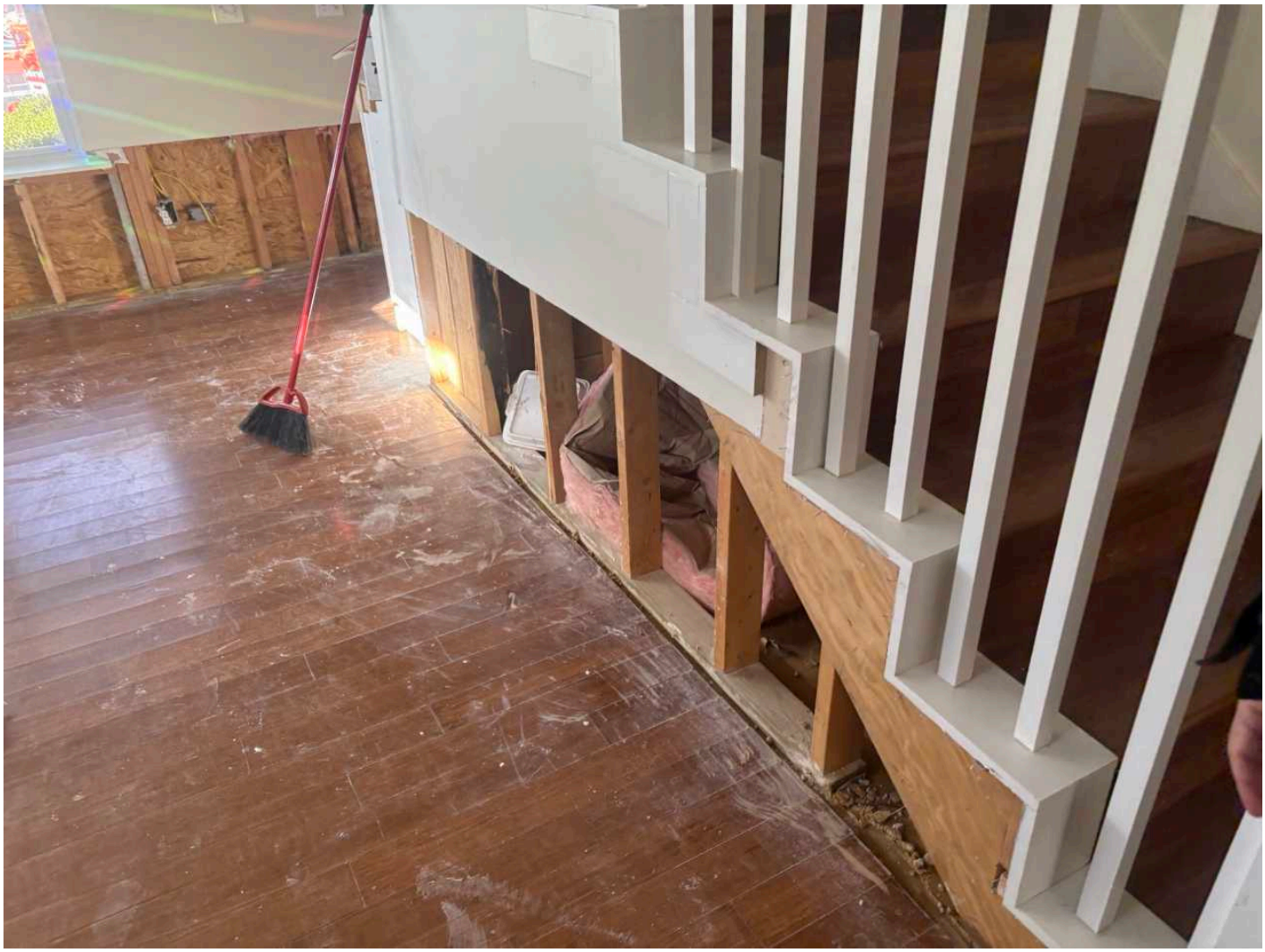

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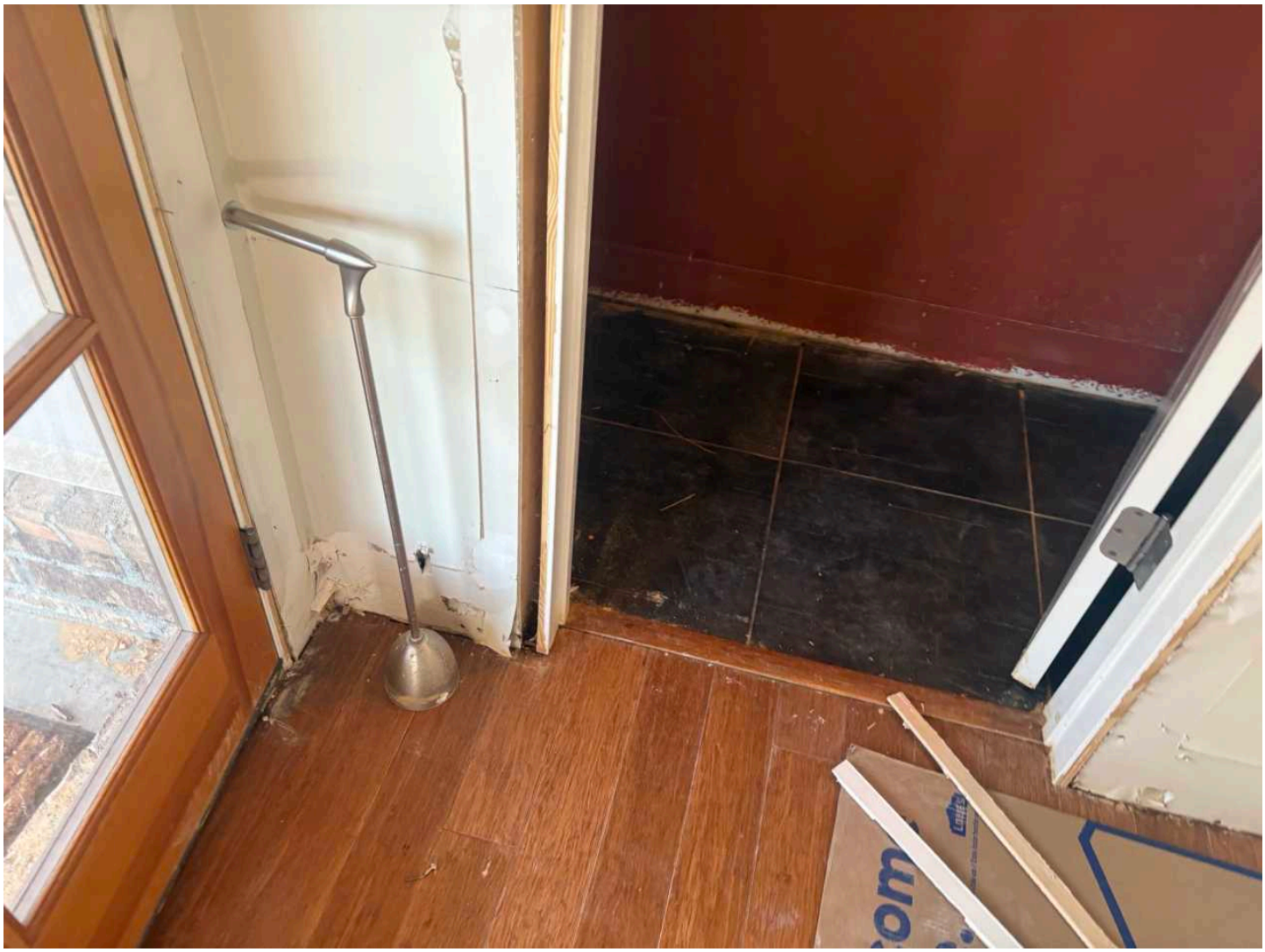

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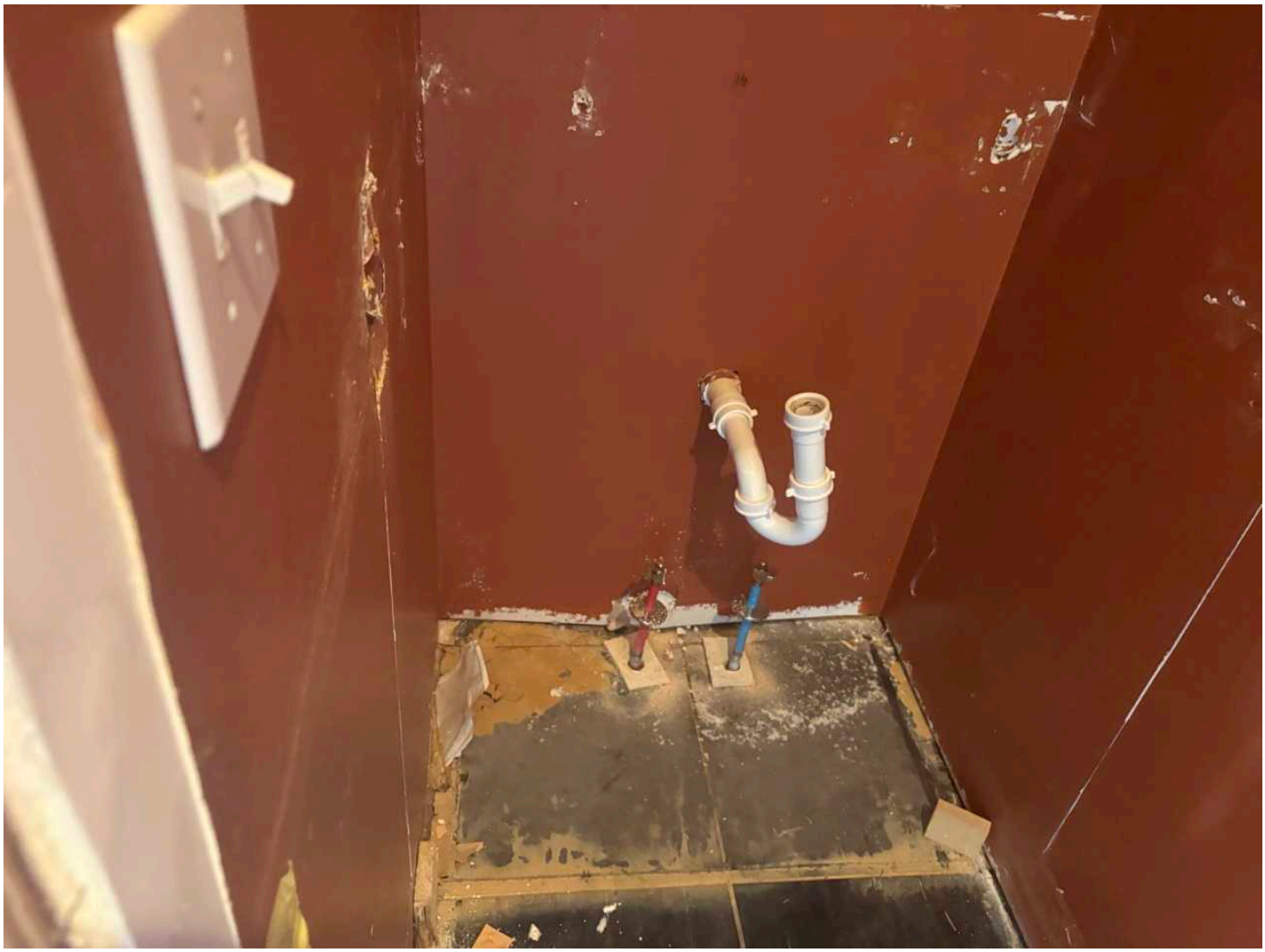

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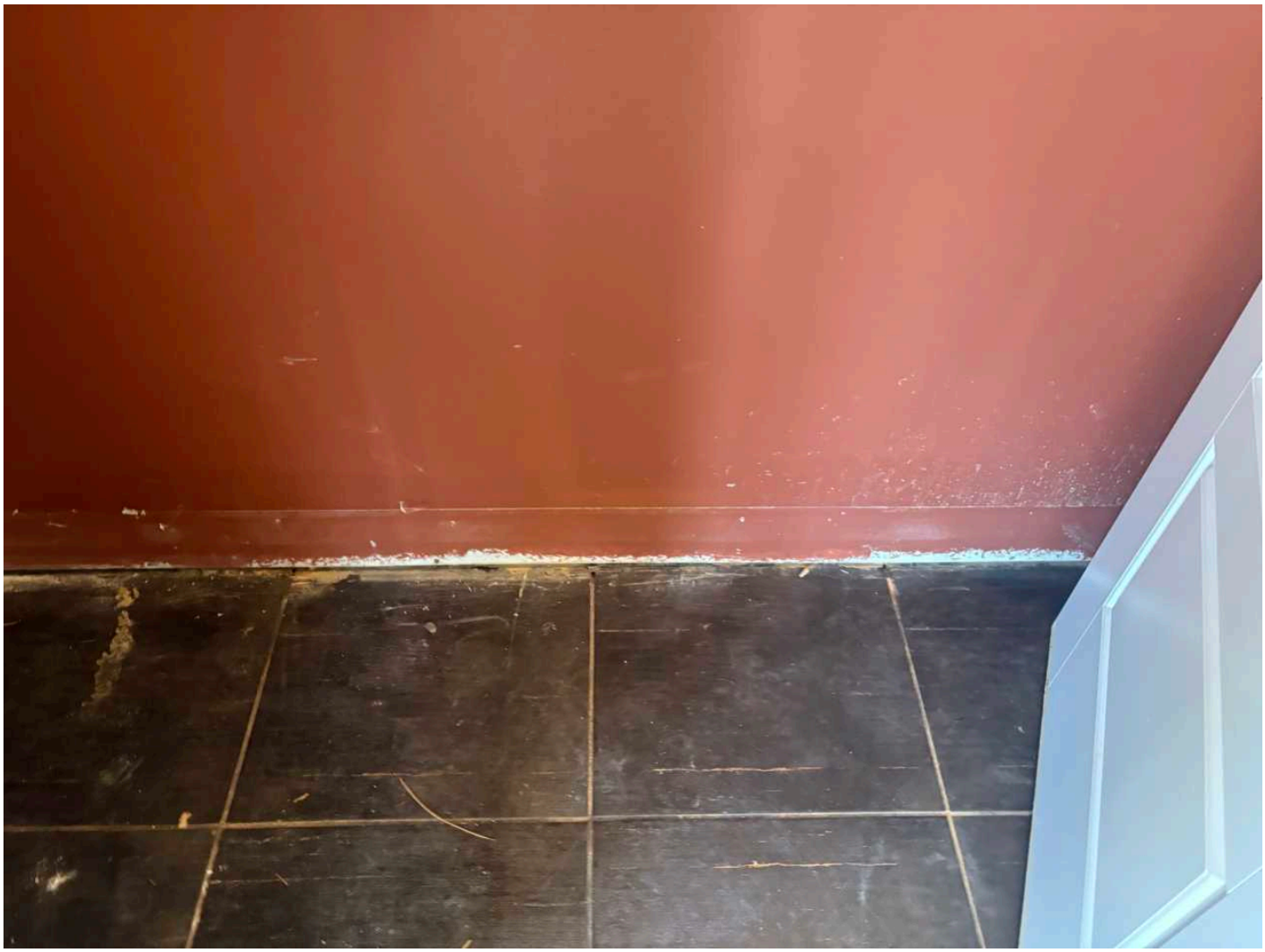
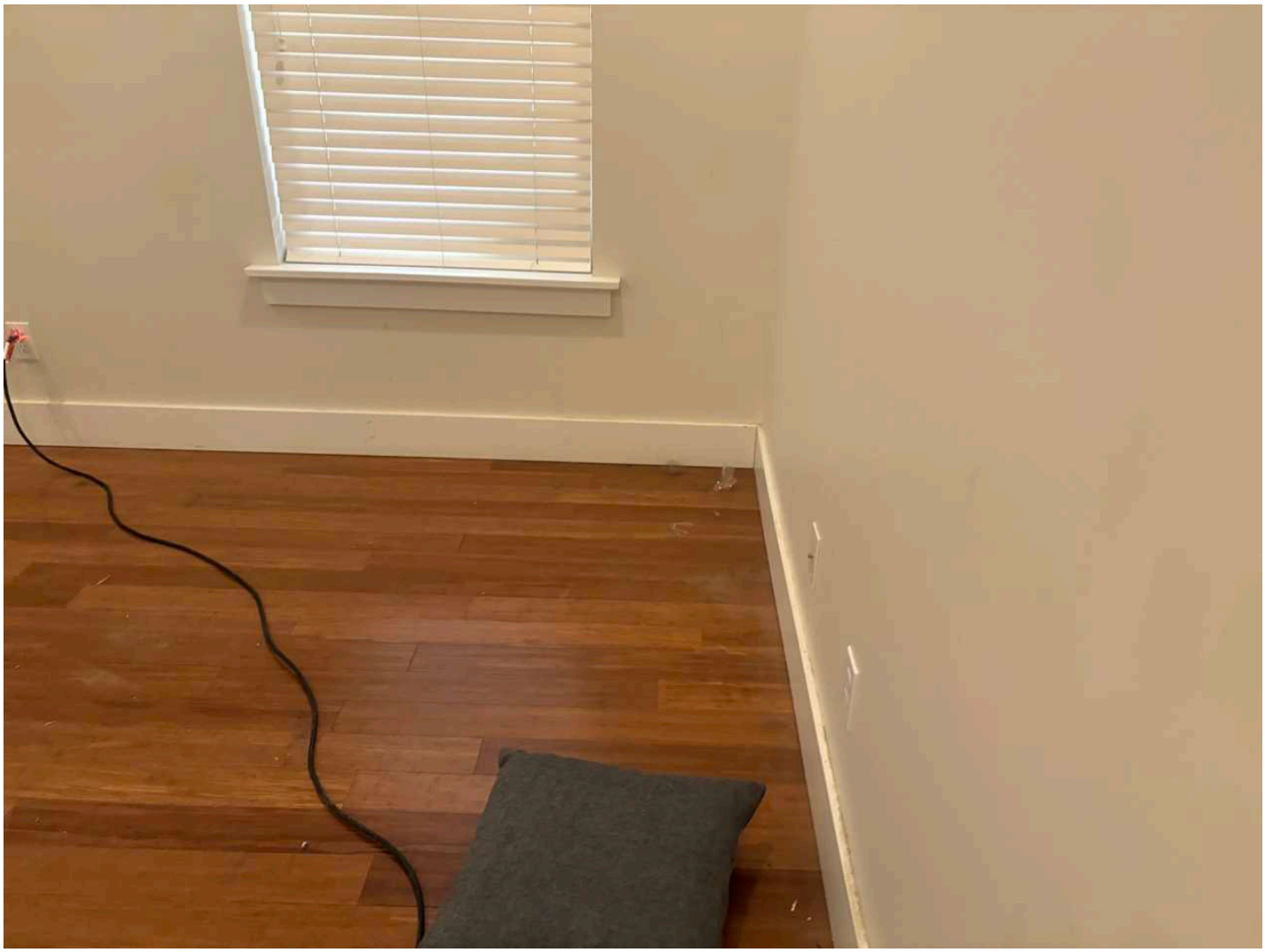


18 18-IMG_4043

NWA Claims, LLC.

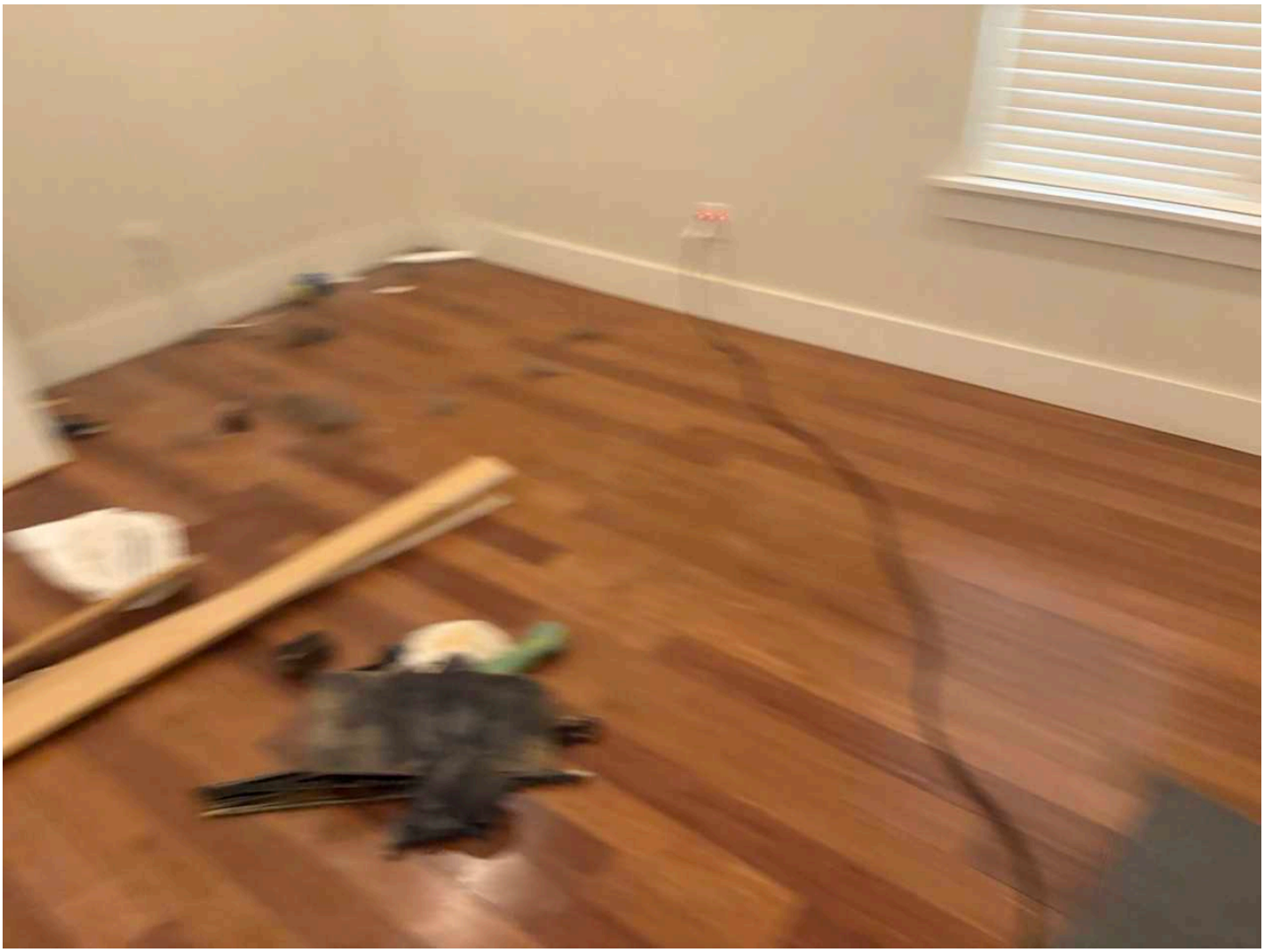
P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



19 19-IMG_4044

NWA Claims, LLC.

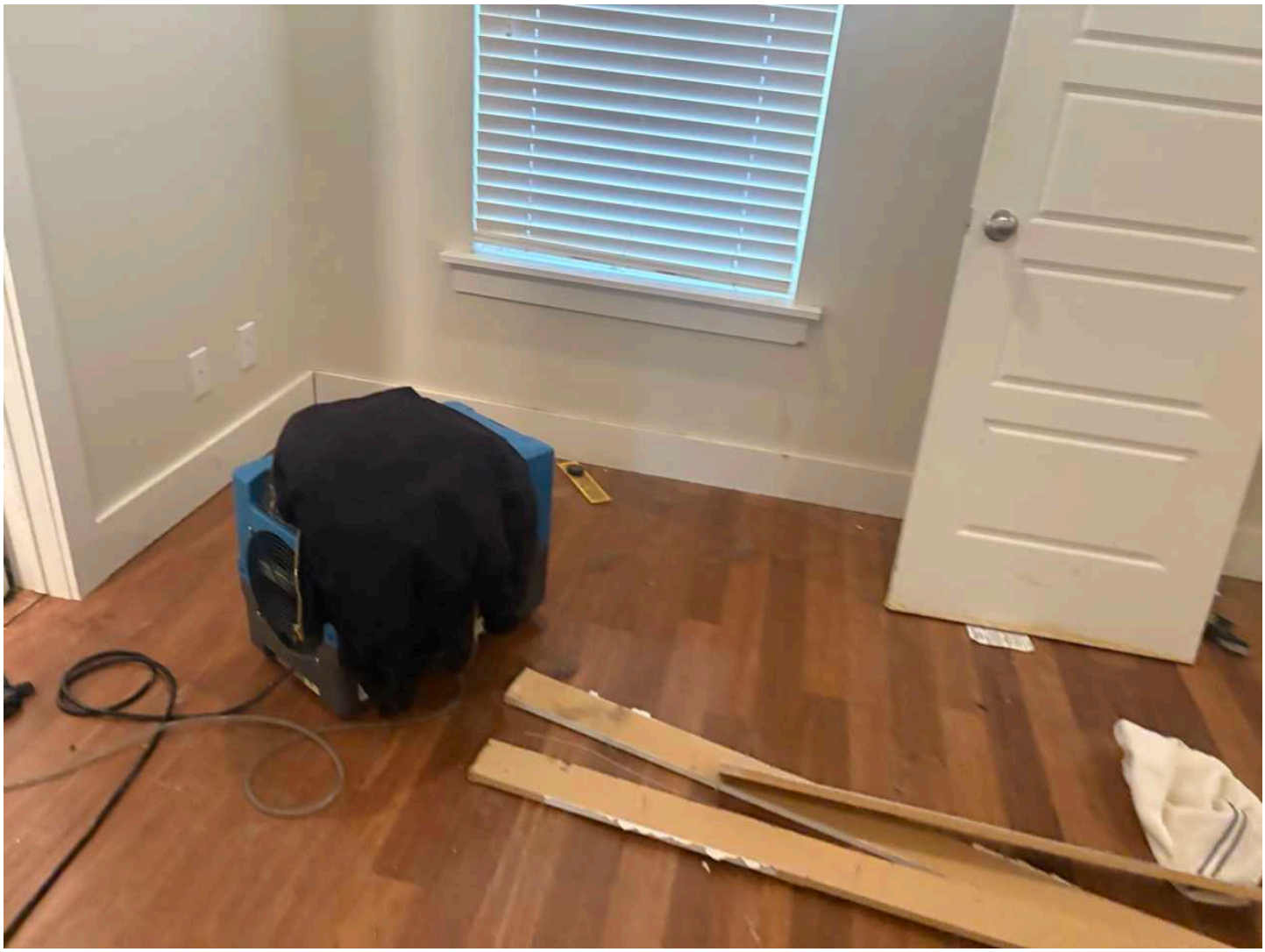
P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



20 20-IMG_4045

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



21 21-IMG_4046

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

22 22-IMG_4047

NWA Claims, LLC.

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Fayetteville, AR 72702
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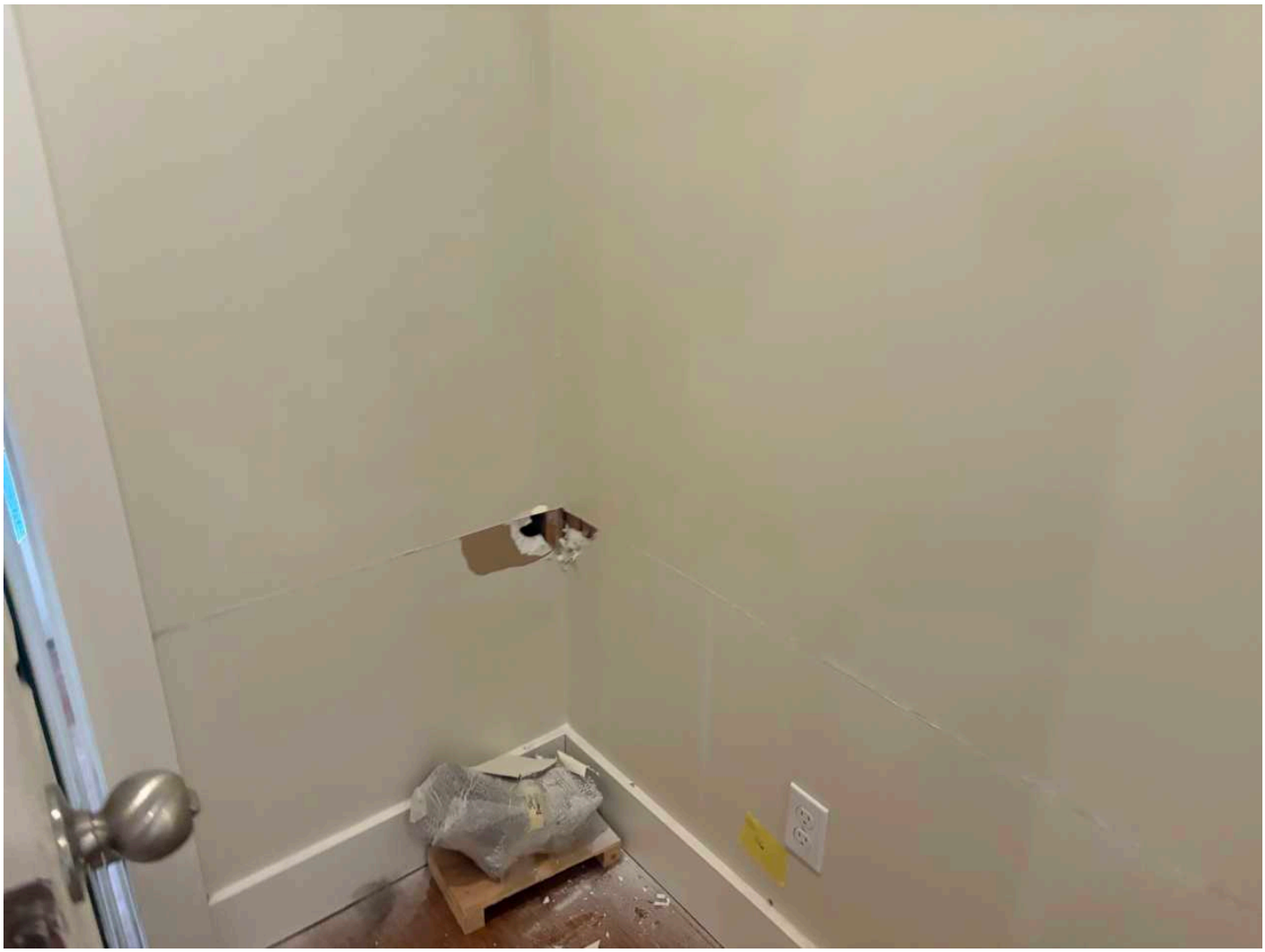

23 23-IMG_4048

NWA Claims, LLC.

P.O. Box 4872
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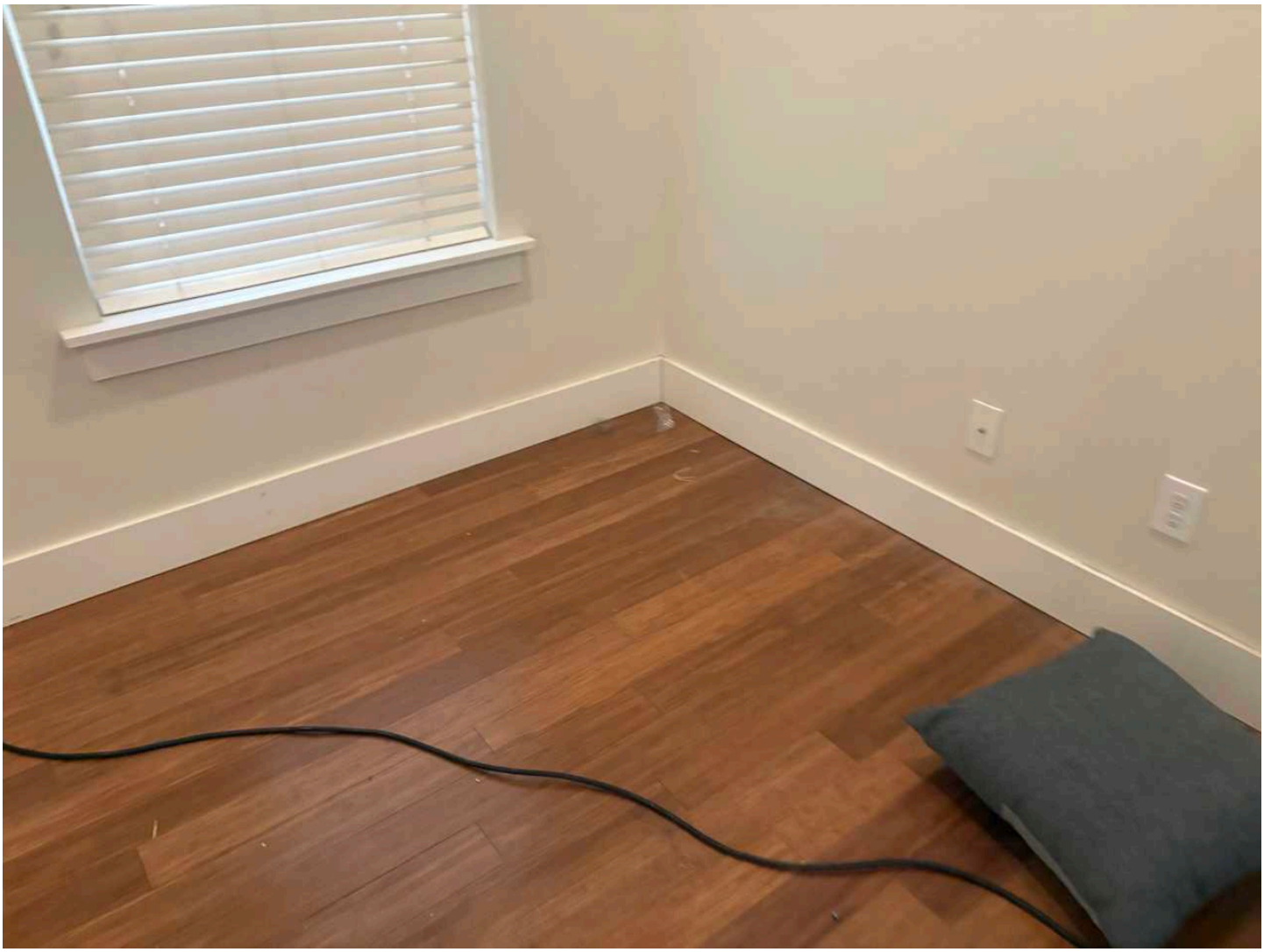
479-871-3700



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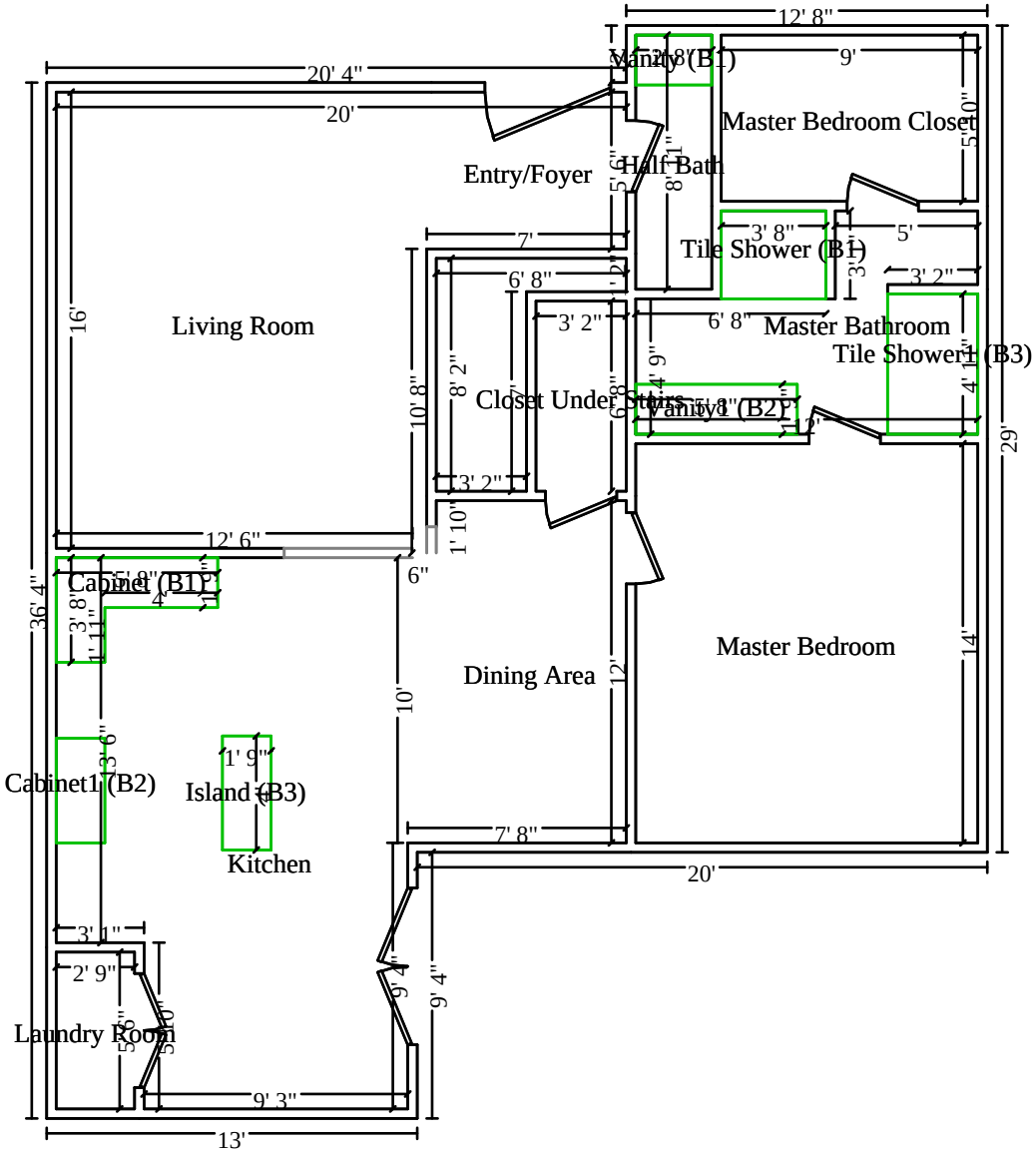
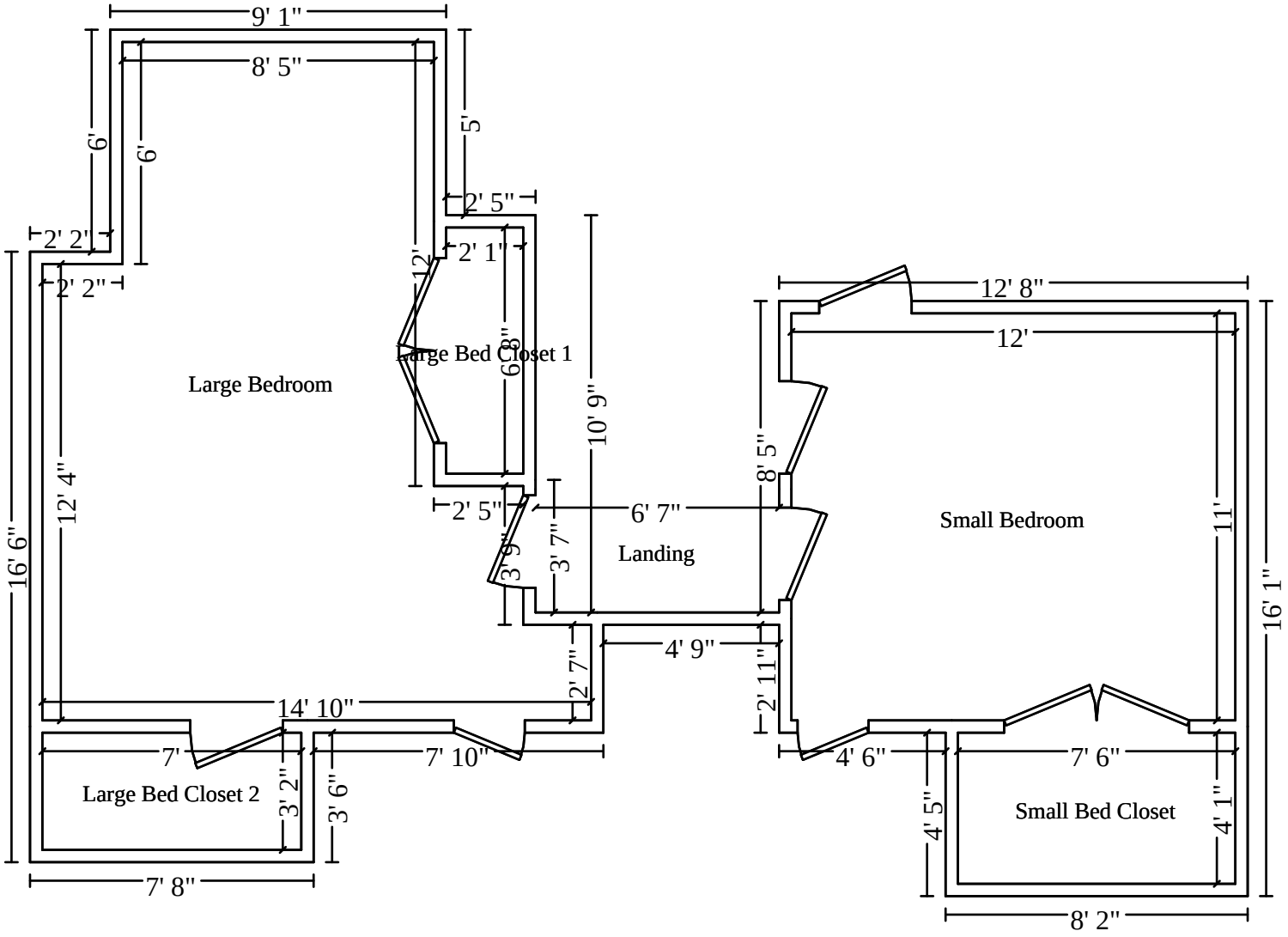
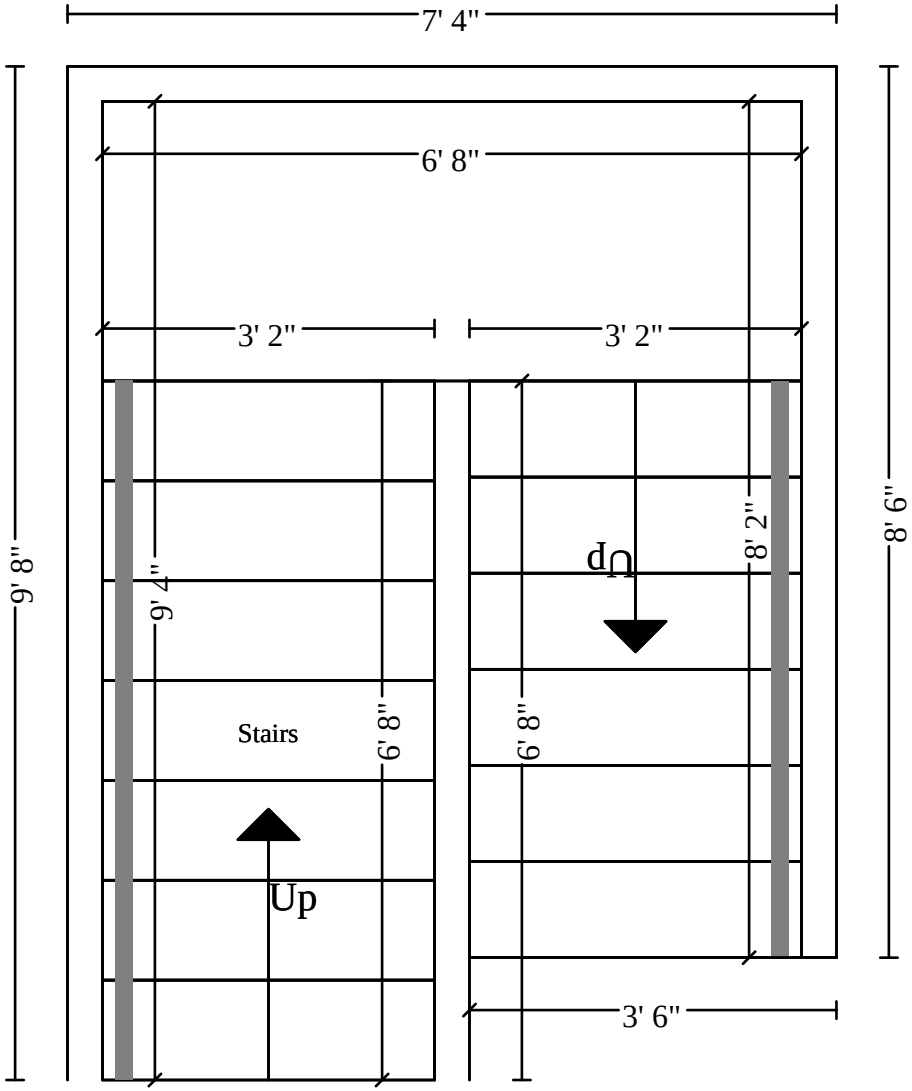

12' 8"
Vanity (B1)
2' 8"
9'
20' 4"
20'
Master Bedroom Closet
5' 0"
Entry/Foyer
5' 6"
Half Bath
8' 11"
7'
3' 8"
Tile Shower (B1)
5'
3' 2"
6' 8"
3' 2"
Living Room
16'
6' 8"
Master Bathroom
Tile Shower (B3)
4' 1"
10' 8"
8' 2"
Closet Under Stairs
6' 8"
4' 9"
Vanity1 (B2)
1' 8"
1' 2"
29'
3' 2"
1' 10"
12' 6"
6"
Cabinet (B1)
5' 8"
4"
1' 11"
3' 8"
36' 4"
Master Bedroom
14'
Dining Area
12'
10'
Cabinet1 (B2)
3' 6"
1' 9"
Island (B3)
Kitchen
7' 8"
20'
3' 1"
2' 9"
9' 4"
9' 4"
Laundry Room
5' 5"
5' 0"
9' 3"
13'

Downstairs


9' 1"
8' 5"
6'
6'
5'
2' 5"
2' 2"
2' 2"
2' 1"
12'
6' 8"
10' 9"
Large Bedroom
Large Bed Closet 1
16' 6"
12' 4"
2' 5"
6' 7"
3' 9"
3' 7"
Landing
12' 8"
12'
8' 5"
Small Bedroom
11'
16' 1"
4' 9"
2' 7"
2' 11"
14' 10"
7'
7' 10"
4' 6"
7' 6"
Large Bed Closet 2
3' 2"
3' 6"
4' 5"
Small Bed Closet
4' 1"
7' 8"
8' 2"

Upstairs



Stairs

Personal Property Lost Items

ROOM	ITEM	DESCRIPTION	VALUE	POTENTIALLY RECOVERABLE		Comments
KITCHEN						
	Food on counters	Assorted food exposed	$75		0	Sewage air, approx 8 hrs
	Dog food	Dog food on floor	$40		0	
	Plants	Plants on floor	$110		0	
	Dog containers	Bowls, auto water dispenser	$80		0	On floor, Rizzari Automatic Pet Water Bowl part of this
	Dishwasher	Stainless,	$600		0	In standing sewage approx 8 hrs
	Stove	Gas 5 burner stove and oven including exhaust hood	$950		0	Bottom instanding sewage appro 8 hrs. Top to match
					0	
	Trash Can	Stainless trash can pedal	$60		0	
	Plastic storage	Containers in island approx 15 pcs	$70		0	Close proximity to raw sewage
					0	
	Bottom Cabinet				0	
	Pots	13 pcs	$280		0	Close proximity to raw sewage
	Cast iron pans	4 pcs	$140		0	Close proximity to raw sewage
	Other pans	4 pcs	$120		0	Close proximity to raw sewage
	Towels / trivets / pot holders	15 pcs	$170		0	Close proximity to raw sewage
	Cleaning supplies under sink		$150		0	Close proximity to raw sewage
					0	Close proximity to raw sewage
	Free Standing Cabinet	Cabinet sitting under window that housed liquor and serving items	$900	1	900	In standing seage for approx 8 hrs, potentially recoverable with refinish
					0	
					0	
	Runner carpet 10'x3'		$300		0	
	Under carpet pad 10'x3'		$40		0	
					0	
DINING	6 chairs	Raised, solid wood	$1,500	1	1500	Legs in sewage approx 8 hrs, potentially recoverable with refinish
	Dining room table	Solid wood	$1,100	1	1100	Legs in sewage approx 8 hrs, potentially recoverable with refinish
	Air rifle	Rifle w/ scope	$250		0	Butt stock in raw sewage
					0	
WATER HEATER CLOSET	Cleaning supplies floor	Chemicals	$210		0	
		Rags, towels on floor x 12	$120		0	
	Free standing selves		$150		0	
	Vacuum cleaner		$175		0	
	Steam cleaner		$200		0	
					0	
LIVING ROOM					0	
	8' Leather Couch	Full leather dog proof	$2,500		0	Legs in standing sewage for 8 hrs as well as potentially underside of couch. Dog jumped on couch after paws in raw sewage.
	4' Fabric Love Seat	Custom furniture to the house	$750		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	4' Fabric Love Seat	Custom furniture to the house	$600		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Fabric Bench Seat	Custom furniture to the house	$800		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Ottoman storage bench		$350		0	Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Dog toys	several kong toys, chuck it balls	$90		0	
	Router		$150		0	Replacement from ATT
	Google Nest Range Extender		$90		0	
	Accent lamp		$75		0	fell on contaminated ground
	Electric cords	4 pcs	$60		0	
	Bar stools	3 pcs solid wood	$450		0	
	Coffee Table	Solid wood (Walnut)	$400		0	Legs in sewage approx 8 hrs
	Area Rug	8 x 10	$1,439		0	Rizzy Mod Mo575a Grey Area Rug
	Under Rug Pad	8 x 10	$150		0	
	Bottom shelf Curio				0	
	Items by Entrance	Book	$60		0	
		Plant	$40		0	
		Photos	$40		0	
					0	
1/2 BATHROOM					0	
	Cleaning Supplies		$65		0	
	Towels / Rags	x 8	$80		0	
	Brush, plunger		$30		0	
	Bidet on toilet		$90		0	
BEDROOM					0	
	King Bed frame Bernhardt 379-H06 Headboard Fabric, Bernhardt 379-FR06 Footboard/rails		$1,095		0	Purchased 7/22/2024 Sam's Furniture order 15178
	Box Spring		$270	1	270	Potentially recoverable
	Mattress		$1,500	1	1500	Potentially recoverable, had a waterproof coverg
	Bedding	Comforter	$150		0	Bedding replacement result of dog jumping on bed with contaminated paws
	Blankets	x 2	$90		0	Bedding replacement result of dog jumping on bed with contaminated paws

	Dream Fit Enhanced Bamboo King Sheets FFBB004-75-5K5 Sheet Set		$190		0	Bedding replacement result of dog jumping on bed with contaminated paws. Purchased Sam's Furniture 7/19/2024
	King Size Pillows (x 4), Decorative Pillow set (x3)	x1	$125		0	
	High Dresser	Solid wood 5'	$800	1	800	Bottom in sewage 8 hrs. Potentially recoverable
	Low dresser	Solid wood 7'	$1,300	1	1300	Bottom in sewage 8 hrs. Potentially recoverable
	End tables	Solid wood by bed x 2	$600	1	600	Bottom in sewage 8 hrs. Potentially recoverable
	Air filter free standing		$250		0	
	Clothes bottom drawers				0	
		Pants x 7 pr	$280		0	
		T shirts x 14	$200		0	
		Collar shirts x 12	$360		0	
		Socks x 15 pr	$150		0	
	End table lamps	x 2	$100		0	Cords in sewage approx 8 hrs
	Dog bed	x1	$90		0	
MASTER BATHROOM					0	
	Cleaning supplies bottom		$175		0	
	Bathroom products bottom		$120		0	
	Hairdryer		$30		0	
	Brush, plunger		$30		0	
	Bath mat		$25		0	
	Bath products tub		$40		0	Tub overflow and raw sewage spill
					0	
MASTER CLOSET	Soft sided gun cases	x 6	$260		0	Absorbed raw sewage. All exposed firearms recoverable after extensive disinfecting/lubricating
	Hard sided gun case	x 1	$80		0	
	Shoes				0	
	Sneakers	x 5	$750		0	
	Boots	x 3	$420		0	
	Special boots with Sole insoles	x 1	$600		0	Cape Buffalo Courtenay Boots tyre style tread sourced from Africa Sporting Creations Dallas Safari Club with sole insoles
	Cowboy Boots	x 2	$700		0	Caiman and bull hide
	Dress shoes	x3	$510		0	
	Shotgun shells Pheasant loads	x150	$250		0	Disposed of with Fayetteville PD hand receipt
	Cabela's Compound Bow case	x1	$90		0	Soft case, absorbed sewage
	Laser Rangefinder in Bow case	x1	$100		0	Sat in sewage for 8 hrs.
	Bow release	x1	$60		0	absorbed sewage
	Ultralight aluminum collapsible hunting tripod (rail and swivel attachments	x1	$300		0	elastic line within poles (similar to camping poles) could not be effectively decontaminated
EXTERIOR	Welcome mat	x2	$80		0	Contaminated shoes making repeated contact
	8'x10' mat	x1	$150		0	Contaminated items seeping sewage placed upon this mat in screened in porch area
ADDITIONAL EXPENSES	Tarps, gloves, towels for gun cleaning	x1	$70.84		0	receipt TrueValue 12/10/25

$28,490	total personal property impacted
$7,970	potentially recoverable amount
$24,505	total personal property loss if half recoverable items are restored, doesn't include costs for restoration

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Client:	Skrocki, Christopher
Property:	516 N Fallin Ave Fayetteville , AR 72701
Operator:	GEORGIAC

Estimator:	Georgia Coppock	Business:	(479) 795-1300
Company:	NWA Restore It Inc.	E-mail:	georgiac@nwarestoreit.com
Business:	13525 W Hwy 102 Centerton, AR 72719		

Type of Estimate:			
Date Entered:	12/8/2025	Date Assigned:	

Price List:	ARFA8X_DEC25
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SKROCKI_CONT_0977C

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SKROCKI_CONT_0977C

Inventory Import

Inventory Import

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. On-Site Evaluation and/or Supervisor/Admin - per hour	25.00 HR	0.00	65.73	160.22	1,803.47
2. On-Site Inventory, Packing, Boxing, Moving chrg - per hour	76.33 HR	0.00	52.86	393.39	4,428.19
3. Cleaning Technician - per hour	138.00 HR	0.00	52.86	711.23	8,005.91
4. Moving Truck	1.00 EA	0.00	933.43	0.00	933.43
5. Job-site moving/storage container - (per month)	3.00 MO	0.00	249.00	72.83	819.83
This is for 3 months of storage (any additional months will be charged separately)					
6. Job-site moving container - pick up/del. (ea. way) 12'-20'	2.00 EA	0.00	99.50	19.40	218.40
Total: Inventory Import				1,357.07	16,209.23

Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Clean countertop appliance - small - Light clean	1.00 EA	0.00	7.82	0.77	8.59
8. Clean countertop appliance	5.00 EA	0.00	16.55	8.14	90.89
[Skrocki-000021] - Clean countertop appliance					
[Skrocki-000021] - Clean countertop appliance					
[Skrocki-000027] - Clean countertop appliance					
[Skrocki-000024] - Clean countertop appliance					
9. Clean countertop appliance - Heavy clean	3.00 EA	0.00	22.32	6.67	73.63
[Skrocki-000039] - Clean countertop appliance - Heavy clean					
[Skrocki-000039] - Clean countertop appliance - Heavy clean					
[Skrocki-000018] - Clean countertop appliance - Heavy clean					
10. Clean household appliance	3.00 EA	0.00	25.00	7.42	82.42
[Skrocki-000029] - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
11. Clean household appliance - small	1.00 EA	0.00	8.46	0.84	9.30

NWA Restore It Inc

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000028] - Clean household appliance - small					
12. Clean household appliance - Light clean	4.00 EA	0.00	16.13	6.37	70.89
[Skrocki-000021] - Clean household appliance					
[Skrocki-000099] - Clean household appliance -					
- Clean household appliance					
[Skrocki-000099] - Clean household appliance					
13. Clean vacuum cleaner - canister w/ attachments	1.00 EA	0.00	43.73	4.30	48.03
[Skrocki-000042] - Clean vacuum cleaner - canister w/ attachments					
14. Clean bag - handbag - small - Full service	2.00 EA	0.00	13.68	2.93	30.29
[Skrocki-000028] - Clean bag - handbag - small - Full service					
[Skrocki-000028] - Clean bag - handbag - small - Full service					
15. Clean bag - tote bag - Full service	1.00 EA	0.00	13.56	1.45	15.01
[Skrocki-000018] - Clean bag - tote bag - Full service					
16. Clean belt - leather - Full service	1.00 EA	0.00	6.67	0.72	7.39
[Skrocki-000065] - Clean belt - leather - Full service					
17. Clean back pack - outdoor - Full service	1.00 EA	0.00	18.82	2.01	20.83
[Skrocki-000068] - Clean back pack - outdoor - Full service					
18. Provide box & tape - medium size	42.00 EA	0.00	3.42	29.37	173.01
[Skrocki-000075] - Provide box & tape - medium size					
[Skrocki-000070] - Provide box & tape - medium size					
[Skrocki-000071] - Provide box & tape - medium size					
[Skrocki-000074] - Provide box & tape - medium size					
No tags					
[Skrocki-000033] - Provide box & tape - medium size					
[Skrocki-000076] - Provide box & tape - medium size					
[Skrocki-000084] - Provide box & tape - medium size					
Pillow					
No tags					
[Skrocki-000071] - Provide box & tape - medium size					
[Skrocki-000074] - Provide box & tape - medium size					
No tags					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000039] - Provide box & tape - medium size					
[Skrocki-000078] - Provide box & tape - medium size					
[Skrocki-000085] - Provide box & tape - medium size					
[Skrocki-000098] - Provide box & tape - medium size					
[Skrocki-000070] - Provide box & tape - medium size					
[Skrocki-000072] - Provide box & tape - medium size					
[Skrocki-000032] - Provide box & tape - medium size					
[Skrocki-000075] - Provide box & tape - medium size					
[Skrocki-000083] - Provide box & tape - medium size					
Pillow					
No tags					
[Skrocki-000042] - Provide box & tape - medium size					
Blanket					
Pillow					
No tags					
[Skrocki-000073] - Provide box & tape - medium size					
[Skrocki-000081] - Provide box & tape - medium size					
[Skrocki-000028] - Provide box & tape - medium size					
[Skrocki-000042] - Provide box & tape - medium size					
[Skrocki-000032] - Provide box & tape - medium size					
[Skrocki-000073] - Provide box & tape - medium size					
[Skrocki-000072] - Provide box & tape - medium size					
Provide box & tape - medium size					
19. Provide box & tape - small size	25.00 EA	0.00	2.47	12.63	74.38
[Skrocki-000028] - Provide box & tape - small size					
[Skrocki-000069] - Provide box & tape - small size					
[Skrocki-000047] - Provide box & tape - small size					
[Skrocki-000045] - Provide box & tape - small size					
[Skrocki-000068] - Provide box & tape - small size					
[Skrocki-000100] - Provide box & tape - small size					
[Skrocki-000052] - Provide box & tape - small size					
[Skrocki-000030] - Provide box & tape - small size					
[Skrocki-000029] - Provide box & tape - small size					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000082] - Provide box & tape - small size					
[Skrocki-000025] - Provide box & tape - small size					
[Skrocki-000027] - Provide box & tape - small size					
[Skrocki-000099] - Provide box & tape - small size					
[Skrocki-000069] - Provide box & tape - small size					
[Skrocki-000031] - Provide box & tape - small size					
[Skrocki-000028] - Provide box & tape - small size					
[Skrocki-000066] - Provide box & tape - small size					
[Skrocki-000061] - Provide box & tape - small size					
[Skrocki-000067] - Provide box & tape - small size					
[Skrocki-000065] - Provide box & tape - small size					
[Skrocki-000060] - Provide box & tape - small size					
[Skrocki-000064] - Provide box & tape - small size					
[Skrocki-000059] - Provide box & tape - small size					
[Skrocki-000063] - Provide box & tape - small size					
[Skrocki-000062] - Provide box & tape - small size					
20. Provide box & tape - large size	3.00 EA	0.00	4.63	2.84	16.73
[Skrocki-000048] - Provide box & tape - large size					
[Skrocki-000054] - Provide box & tape - large size					
[Skrocki-000026] - Provide box & tape - large size					
21. Provide box, packing paper & tape - medium size	1.00 EA	0.00	3.91	0.80	4.71
[Skrocki-000024] - Provide box, packing paper & tape - medium size					
22. Clean curtains - plain - large - Full service	4.00 EA	0.00	42.20	18.08	186.88
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
23. Clean gloves - Full service	2.00 EA	0.00	8.32	1.79	18.43
[Skrocki-000081] - Clean gloves - Full service					
[Skrocki-000081] - Clean gloves - Full service					
24. Clean hanger - padded - Full service	3.00 EA	0.00	3.88	1.24	12.88

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000065] - Clean hanger - padded - Full service					
25. Clean hat - Full service	1.00 EA	0.00	20.19	2.17	22.36
[Skrocki-000028] - Clean hat - Full service					
26. Clean mittens - Full service	1.00 EA	0.00	4.06	0.44	4.50
[Skrocki-000018] - Clean mittens - Full service					
27. Clean pillow - large - Full service	1.00 EA	0.00	21.48	2.30	23.78
[Skrocki-000083] - Clean pillow - large - Full service					
28. Clean pillow case - Full service	2.00 EA	0.00	4.47	0.96	9.90
[Skrocki-000018] - Clean pillow case - Full service					
[Skrocki-000018] - Clean pillow case - Full service					
29. Clean toy - Full service	1.00 EA	0.00	12.43	1.33	13.76
[Skrocki-000096] - Clean toy - Full service					
30. Clean toy - small - Full service	1.00 EA	0.00	9.46	1.01	10.47
[Skrocki-000096] - Clean toy - small - Full service					
31. Clean toy - doll clothes - Full service	8.00 EA	0.00	6.01	5.15	53.23
[Skrocki-000058] - Clothes					
[Skrocki-000057] - Clothes					
[Skrocki-000051] - Clothes					
[Skrocki-000053] - Clothes					
[Skrocki-000050] - Clothes					
[Skrocki-000049] - Clothes					
[Skrocki-000055] - Clothes					
[Skrocki-000056] - Clothes					
32. Clean towel - Full service	1.00 EA	0.00	3.23	0.35	3.58
[Skrocki-000048] - Clean towel - Full service					
33. Clean wall hanging - Full service	1.00 EA	0.00	16.29	1.74	18.03
[Skrocki-000031] - Clean wall hanging - Full service					
34. Clean electronics / accessories - exterior wipe down	5.00 EA	0.00	9.88	5.00	54.40
[Skrocki-000097] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000039] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000077] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000028] - Clean electronics / accessories - exterior wipe down					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000028] - Clean electronics / accessories - exterior wipe down					
35. Clean electronics / accessories - small - ext. wipe down	8.00 EA	0.00	1.87	1.48	16.44
[Skrocki-000052] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000045] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000081] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000045] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000024] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000029] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000028] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000028] - Clean electronics / accessories - small - ext. wipe down					
36. Cleaning - Electronics - per hour	3.00 HR	0.00	52.86	15.46	174.04
[Skrocki-000099] - Cleaning - Electronics					
[Skrocki-000099] - Cleaning - Electronics - per hour					
[Skrocki-000028] - Cleaning - Electronics - per hour					
37. Clean bar contents	14.00 LF	0.00	13.95	19.61	214.91
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000030] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
38. Clean bar contents	1.00 LF	0.00	13.95	1.40	15.35
[Skrocki-000052] - Clean bar contents					
39. Clean bookcase contents	9.00 LF	0.00	11.19	10.15	110.86

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000052] - Clean bookcase contents					
[Skrocki-000081] - Clean bookcase contents					
[Skrocki-000024] - Clean bookcase contents					
[Skrocki-000024] - Clean bookcase contents					
[Skrocki-000029] - Clean bookcase contents					
40. Clean bookcase contents	3.00 LF	0.00	11.19	3.38	36.95
[Skrocki-000045] - Clean bookcase contents					
[Skrocki-000045] - Clean bookcase contents					
[Skrocki-000045] - Clean bookcase contents					
41. Clean bric-a-brac - per Lg box	37.00 EA	0.00	85.61	311.89	3,479.46
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
- Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000026] - Clean bric-a-brac - per Lg box					
[Skrocki-000081] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000077] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000077] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
Skrocki-000012					
Clean bric-a-brac - per Lg box					
Skrocki-000012					
42. Clean bric-a-brac - per Lg box - low density - Lt Clean	1.00 EA	0.00	45.57	4.48	50.05
Clean bric-a-brac - per Lg box - low density - Lt Clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
43. Clean bric-a-brac - per Lg box - Lt clean	17.00 EA	0.00	68.35	114.18	1,276.13
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000077] - Clean bric-a-brac - per Lg box - Lt clean					
44. Clean bric-a-brac - per Lg box - Hvy clean	6.00 EA	0.00	129.70	77.03	855.23
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Hvy clean					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
45. Clean bric-a-brac - per Sml box - Hvy clean	12.00 EA	0.00	86.24	102.27	1,137.15
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
46. Clean dishpack - per box - Heavy clean	1.00 EA	0.00	104.51	10.38	114.89
[Skrocki-000039] - Clean dishpack - per box - Heavy clean					
47. Clean glasspack - per box - Light clean	2.00 EA	0.00	27.06	5.46	59.58
[Skrocki-000030] - Clean glasspack - per box - Light clean					
[Skrocki-000030] - Clean glasspack - per box - Light clean					
48. Clean glasspack - per box - Heavy clean	1.00 EA	0.00	85.24	8.50	93.74
[Skrocki-000039] - Clean glasspack - per box - Heavy clean					
49. Clean misc items - per Lg box - Hvy clean	1.00 EA	0.00	102.96	10.23	113.19
[Skrocki-000039] - Clean misc items - per Lg box - Hvy clean					
50. Clean misc items - per Med box	1.00 EA	0.00	60.94	6.02	66.96
[Skrocki-000019] - Clean misc items - per Med box					
[Skrocki-000019] - Poopy job					
51. Clean misc items - per Med box - Hvy clean	3.00 EA	0.00	82.77	24.64	272.95
[Skrocki-000021] - Clean misc items - per Med box - Hvy clean					
Clean misc items - per Med box - Hvy clean					
Clean misc items - per Med box - Hvy clean					
52. Clean misc items - per Sml box	1.00 EA	0.00	50.80	5.02	55.82
[Skrocki-000045] - Clean misc items - per Sml box					
53. Clean misc items - per Sml box - Lt clean	1.00 EA	0.00	36.56	3.61	40.17
[Skrocki-000045] - Clean misc items - per Sml box - Lt clean					
54. Clean misc items - per Sml box - Hvy clean	1.00 EA	0.00	67.84	6.72	74.56
[Skrocki-000045] - Clean misc items - per Sml box - Hvy clean					
55. Clean cabinet contents - kitchen	11.00 LF	0.00	19.20	21.90	233.10
[Skrocki-000039] - Clean cabinet contents - kitchen					
[Skrocki-000024] - Clean cabinet contents - kitchen					
[Skrocki-000049] - Clean cabinet contents - kitchen					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000026] - Clean cabinet contents - kitchen					
[Skrocki-000032] - Clean cabinet contents - kitchen					
[Skrocki-000020] - Clean cabinet contents - kitchen					
[Skrocki-000032] - Clean cabinet contents - kitchen					
56. Clean closet contents (no clothing)	14.00 LF	0.00	5.87	8.68	90.86
Clean closet contents (no clothing)					
Skrocki-000002 matches a Box ID used in a prior Job and was removed					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000031] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000064] - Clean closet contents (no clothing)					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
[Skrocki-000079] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000038] - Clean closet contents (no clothing)					
57. Clean ladder - small - Heavy clean	1.00 EA	0.00	31.43	3.17	34.60
[Skrocki-000016] - Clean ladder - small - Heavy clean					
58. Clean night stand contents - Heavy clean	2.00 EA	0.00	22.24	4.46	48.94
Clean night stand contents - Heavy clean					
Skrocki-000035 matches a Box ID used in a prior Job and was removed					
Clean night stand contents - Heavy clean					
Skrocki-000036 matches a Box ID used in a prior Job and was removed					
59. Clean sporting goods - binoculars / monocular / scope	6.00 EA	0.00	11.48	6.95	75.83
[Skrocki-000065] - Clean sporting goods - binoculars / monocular / scope					

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000068] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000065] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000031] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000028] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000028] - Clean sporting goods - binoculars / monocular / scope					
60. Clean power tool - exterior wipe down	1.00 EA	0.00	21.01	2.06	23.07
Clean power tool - exterior wipe down					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
61. Clean bar stool	3.00 EA	0.00	16.29	5.23	54.10
Skrocki-000005 - Clean bar stool					
Skrocki-000006 - Clean bar stool					
Skrocki-000007 - Night stand					
62. Clean bar stool - Heavy clean	4.00 EA	0.00	26.47	11.48	117.36
Clean bar stool - Heavy clean					
Skrocki-000006 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000005 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000015 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000014 matches a Box ID used in a prior Job and was removed					
63. Clean chair - wood with plastic/vinyl seat - Heavy clean	6.00 EA	0.00	47.07	29.48	311.90
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000009 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000013 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000010 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000011 matches a Box ID used in a prior Job and was removed					
64. Clean chest	2.00 EA	0.00	29.88	6.09	65.85
Skrocki-000080 - Clean chest					
[Skrocki-000081] - Display					
65. Clean dresser - single	1.00 EA	0.00	32.65	3.36	36.01
Skrocki-000037 - Clean dresser - single					
66. Clean dresser - single - Heavy clean	5.00 EA	0.00	39.76	21.30	220.10
Clean dresser - single - Heavy clean					
Skrocki-000037 matches a Box ID used in a prior Job and was removed					
Clean dresser - single - Heavy clean					
Skrocki-000101 matches a Box ID used in a prior Job and was removed					
Skrocki-000034 - Clean dresser - single - Heavy clean					
Skrocki-000035 - Clean dresser - single - Heavy clean					
Skrocki-000036 - Clean dresser - single - Heavy clean					
67. Clean dresser mirror	1.00 EA	0.00	16.54	1.72	18.26
Clean dresser mirror					
Skrocki-000022 matches a Box ID used in a prior Job and was removed					
68. Clean shoe tree / rack / organizer	2.00 EA	0.00	18.20	3.87	40.27
Skrocki-000043 - Clean shoe tree / rack / organizer					
[Skrocki-000083] - Clean shoe tree / rack / organizer					
69. Clean shoe tree / rack / organizer - Heavy clean	1.00 EA	0.00	23.86	2.64	26.50
Clean shoe tree / rack / organizer - Heavy clean					
Skrocki-000043 matches a Box ID used in a prior Job and was removed					
70. Clean table - coffee - Heavy clean	1.00 EA	0.00	27.15	2.98	30.13
Clean table - coffee - Heavy clean					
71. Clean table - dining - large - Heavy clean	1.00 EA	0.00	75.93	7.79	83.72
Clean table - dining - large - Heavy clean					
72. Clean table - end table - Heavy clean	1.00 EA	0.00	20.02	2.20	22.22
Clean table - end table - Heavy clean					
Skrocki-000007 matches a Box ID used in a prior Job and was removed					
73. Clean table - kitchen	3.00 EA	0.00	22.88	7.08	75.72

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000008 - Clean table - kitchen					
[Skrocki-000023] - Clean table - kitchen					
Clean table - kitchen					
Skrocki-000008 is a duplicate of another Item ID and was removed					
74. Clean table - kitchen - Heavy clean	4.00 EA	0.00	39.20	16.58	173.38
Skrocki-000010 - Kitchen chairs					
Skrocki-000012 - Kitchen chairs					
Skrocki-000009 - Kitchen chairs					
Skrocki-000011 - Kitchen chairs					
75. Clean lamp shade - cloth - Light clean	1.00 EA	0.00	20.08	1.99	22.07
[Skrocki-000085] - Clean lamp shade - cloth - Light clean					
76. Clean table lamp - flat finish (no shade)	2.00 EA	0.00	32.99	6.53	72.51
Skrocki-000041 - Clean table lamp - flat finish (no shade)					
Skrocki-000040 - Clean table lamp - flat finish (no shade)					
77. Clean table lamp - flat finish (no shade) - Light clean	1.00 EA	0.00	24.46	2.42	26.88
[Skrocki-000085] - Clean table lamp - flat finish (no shade) - Light clean					
78. Clean vase - gloss finish - Heavy clean	1.00 EA	0.00	8.42	0.90	9.32
[Skrocki-000024] - Clean vase - gloss finish - Heavy clean					
79. Clean bidet - Heavy	1.00 EA	0.00	39.35	3.85	43.20
[Skrocki-000096] - Clean bidet - Heavy					
80. Cleaning (Miscellaneous Item)	1.00 EA	0.00	0.00	0.00	0.00
Steamer					
81. Clean soap/hand sanitizer dispenser	1.00 EA	0.00	9.09	0.89	9.98
[Skrocki-000096] - Clean soap/hand sanitizer dispenser					
82. Clean toilet paper dispenser - Heavy	1.00 EA	0.00	12.18	1.19	13.37
[Skrocki-000096] - Clean toilet paper dispenser - Heavy					
83. Packaging, Handling, Storage (Miscellaneous Item)	82.00 EA	0.00	0.00	0.00	0.00
Backpack					
Sponge Holder					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000065] - Scent killer					
[Skrocki-000065] - Rifle stand					
[Skrocki-000065] - Night vision goggles headband and misc hardware					
Sweater					
[Skrocki-000067] - Large Box					
Dog Collar					
Duffel Bag					
Dog Seatbelt					
Crock Pot					
Shower Curtain					
[Skrocki-000039] - Misc papers					
Sweater					
Dog Leash					
Tupperware Lid					
Portable Charger					
HDMI Cord					
Sous Vide Cooker					
Tote Bag					
[Skrocki-000065] - Misc papers					
Sweater					
[Skrocki-000039] - Clean pocket knife					
Dog Jersey					
Microfiber Towel					
Dog Pants					
Dog Chew Toys					
Dog Toy					
Dog Puzzle					
[Skrocki-000029] - Ned					
Buc-Cee Squishmellow					
Clip On Fan					
[Skrocki-000027] - Kitchen appliance					
Skrocki-000017 - Side table					
[Skrocki-000016] - Kitchen chair					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000013 - Kitchen chair					
Skrocki-000015 - Kitchen chair					
Basket					
[Skrocki-000099] - Household appliance					
Skrocki-000014 - Kitchen chair					
[Skrocki-000046] - Clothes					
[Skrocki-000044] - Clothes					
Security Camera					
Luggage Bag					
Waterproof Storage Bag					
Lock					
Small Bag					
Dry Bag					
Chargers					
Safety Vest Harness					
Dry Bag					
Misc					
Game Camera					
Dry Bag					
Scopes					
Turkey Call					
Portable Chargers					
Knives					
Hunting Hat					
Pillow Case					
Fanny Pack					
Part of Gun Scope					
Dry Bag					
Pillow Case					
Gun Manuals					
Plug In					
USB-C Charger					
Collar					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Plug In					
Range Finder					
Hunting Vest					
Waterproof Storage Bag					
Head Lamp					
Winter Gloves					
Safety Harness					
iPhone 8					
84. Job-site cargo/storage container - 20' long (per month)	1.00 MO	0.00	128.83	12.56	141.39
[Skrocki-000065] - Rifle scope					
85. Evaluate, tag, & inventory miscellaneous - per item	1.00 EA	0.00	10.19	0.00	10.19
Skrocki-000101 - Evaluate, tag, & inventory miscellaneous - per item					
86. Clean picture - frame, glass & back only - Light clean	1.00 SF	0.00	4.82	0.50	5.32
[Skrocki-000081] - Clean picture - frame, glass & back only - Light clean					
87. Clean picture - frame, glass & back only - Heavy clean	1.00 SF	0.00	11.46	1.18	12.64
[Skrocki-000096] - Clean picture - frame, glass & back only - Heavy clean					
88. Clean/Restore taxidermy - BID ONLY	1.00 EA	0.00	0.00	0.00	0.00
[Skrocki-000083] - Clean/Restore taxidermy - BID ONLY					
89. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000001					
90. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000003					
91. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000002					
92. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000022					
93. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000004					
94. Clean bric-a-brac - per Lg box - Hvy clean	1.00 EA	0.00	129.70	12.83	142.53
[Skrocki-000077]					

NWA Restore It Inc

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
95. Clean wall hanging - wood sculpture - Light clean	3.00 EA	0.00	22.88	7.08	75.72
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
Totals: Cleaning Items				1,128.42	12,177.77

Garment & Soft Goods

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
96. Heavy Soil/Body Fluied Charge	1.00 EA	0.00	250.00	2.19	252.19
97. Clean scarf - Full service	1.00 EA	0.00	7.31	0.78	8.09
98. Clean sweater - Full service	9.00 EA	0.00	11.21	10.81	111.70
99. Clean pants - Full service	7.00 EA	0.00	11.98	8.99	92.85
100. Clean tie - silk - Full service	11.00 EA	0.00	6.71	7.90	81.71
101. Clean shirt - Full service	32.00 EA	0.00	8.53	29.25	302.21
102. Clean blazer/sport coat - lined - Full service	8.00 EA	0.00	12.11	10.38	107.26
103. Clean coat - Full service	4.00 EA	0.00	36.93	15.82	163.54
104. Clean jacket - leather suede - heavy - Full service	3.00 EA	0.00	111.06	35.70	368.88
105. Clean rug - Pelt- large - Full service	1.00 EA	0.00	208.85	22.37	231.22
106. Laundry - wash/dry/fold - per pound - Full service	10.00 LB	0.00	6.53	6.37	71.67
107. Clean blouse - fancy - Full service	53.00 EA	0.00	19.22	109.13	1,127.79
108. Clean comforter - king size - Full service	1.00 EA	0.00	45.84	4.91	50.75
109. Clean blanket -Weighted- full size - Full service	1.00 EA	0.00	39.64	4.25	43.89
110. Clean blanket - full size - Full service	1.00 EA	0.00	29.24	3.14	32.38
111. Clean robe - Full service	3.00 EA	0.00	44.65	14.34	148.29
112. Clean shirt - knit - Full service	5.00 EA	0.00	13.17	7.06	72.91
113. Clean pants - denim jeans - Full service	24.00 EA	0.00	10.93	28.09	290.41

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CONTINUED - Garment & Soft Goods

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
114. Clean belt - Full service	2.00 EA	0.00	6.67	1.43	14.77
115. Clean overalls - ski bibs - Full service	1.00 EA	0.00	14.46	1.55	16.01
116. Clean jacket - Full service	12.00 EA	0.00	21.34	27.44	283.52
117. Clean uniform - military - Full service	6.00 EA	0.00	14.93	9.59	99.17
118. Clean bag - Backpack- Full service	1.00 EA	0.00	24.90	2.67	27.57
119. Clean bag - handbag - Full service	3.00 EA	0.00	25.03	8.05	83.14
120. Clean vest - Full service	5.00 EA	0.00	7.70	4.13	42.63
121. Clean sweatshirt - Full service	12.00 EA	0.00	8.09	10.40	107.48
122. Clean jacket - heavy weight - Full service	2.00 EA	0.00	23.92	5.13	52.97
123. Clean hat - fur/leather - Full service	1.00 EA	0.00	66.11	7.08	73.19
Totals: Garment & Soft Goods				398.95	4,358.19
Total: Inventory Import				**2,884.44**	**32,745.19**
Line Item Totals: SKROCKI_CONT_0977C				**2,884.44**	**32,745.19**

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Summary for Contents

Line Item Total	29,860.75
Material Sales Tax	8.56
Cleaning Matl Tax	79.43
Storage Rental Tax	104.79
Subtotal	30,053.53
Service Sales Tax	2,691.66
Replacement Cost Value	**$32,745.19**
Net Claim	**$32,745.19**

Georgia Coppock

NWA RESTORE IT INC.
www.nwarestoreit.com

INVOICE

BILL TO:
Christopher Skrocki 516 N Fallin Ave Fayetteville, AR 72701

DATE	INVOICE #
1/12/2026	37951

Project	20250977C	Christopher Skrocki 516 N Fallin Ave Fayetteville, AR 72701

Jobs involving multiple phases ((mitigation (initial work to stop further loss, dry, and remove damaged material), mold remediation, general construction (work to restore property to pre-loss condition), and/or contents (moving, cleaning, and storing personal property)) may be invoiced at the completion of each phase.

Item	Description	Amount
Division - Co...	CONTENTS DIVISION	0.00
CONTXSTMT	TAXABLE CLEANING	0.00T
XM8 - CLN - ...	CLEANING	7,355.30T
XM8 - CAP - ...	CLEAN APPLIANCES	349.24T
XM8 - CDC - ...	CLEAN GARMENT & SOFT GOODS	10,268.13T
XM8 - CEL - ...	CLEAN ELECTRIC ITEMS	222.94T
XM8 - CGN -...	CLEAN GENERAL ITEMS	7,931.86T
XM8 - CHF - ...	CLEAN HARD FURNITURE	1,510.97T
XM8 - CLM -...	CLEAN LAMPS OR VASES	118.94T
XM8 - CWH -...	CLEAN CEILING/WALL HANGINGS	84.92T
CONNTXST...	INVENTORY, PACKING OUT, PACKING IN, HANDLING, STORAGE	0.00
XM8 - CPS - ...	CONTENTS: PACKING/HANDLING/STORAGE	2,018.45
MTAD -XM8	TAX ADJ - MATERIALS	169.81

Insurance Co.		Claim #		**Sales Tax (9.75%)**	$2,714.63

Payment Due Upon Receipt.
Invoice Past Due at 30 Days. Lien Notice sent at 45 Days.
5% finance charge may apply to balances not paid within 30 days.

Total	$32,745.19
Payments/Credits	$0.00
Balance Due	$32,745.19

A 3.0% surcharge will be added to payments made by credit card.

Federal ID Number: 72-1532198
Remit to: 13525 W Hwy 102 - Centerton, AR 72719
Main 479.644.4246 Office 479.795.1300 Fax 479.795.1156

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Client:	Christopher Skrocki
Property:	516 N Fallin Ave. Fayetteville, AR 72701
Operator:	JEFFT
Type of Estimate:	
Date Entered:	12/18/2025
Date Assigned:	
Price List:	ARFA8X_DEC25
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SKROCKI_0977M

NWA Restore It Inc

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SKROCKI_0977M

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	262.92	0.00	262.92
2. Residential Supervision / Project Management - per hour	3.00 HR	0.00	83.00	0.00	249.00
3. Asbestos test fee - (per sample)	12.00 EA	0.00	89.76	0.00	1,077.12
Per industry standard IICRC S500 (section 8.7) AND OSHA guidelines asbestos samples must be taken on any PACM (presumed asbestos containing materials).					
4. Contamination - post test - full service (Bid Item)	1.00 EA	0.00	1,100.00	0.00	1,100.00
Totals: General				0.00	2,689.04

Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Water extract from hard surf flr - Cat 3 wtr - after hours	80.00 SF	0.00	1.32	0.00	105.60
Initial extraction.					
6. Content manipulation - master bedroom	1.00 EA	0.00	73.78	0.00	73.78
To manipulate contents for extraction on initial evening.					
7. Apply plant-based anti-microbial agent to the surface area - after hrs	150.00 SF	0.00	0.45	7.55	75.05
Anit microbial sprayed on initial evening.					
8. Block and pad furniture in room - after hours	1.00 EA	0.00	85.22	0.00	85.22
9. Apply plant-based anti-microbial agent to the surface area	300.00 SF	0.00	0.32	11.29	107.29
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
10. Water extraction from hard surface floor - Cat 3 water	80.00 SF	0.00	0.83	0.00	66.40
Extraction on day 2.					
11. Tear out oversized/multibase - bag for disp. - up to Cat 3	23.00 LF	1.87	0.00	0.00	43.01
12. Tear out trim and bag for disposal - up to Cat 3	28.00 LF	1.04	0.00	0.00	29.12
13. Clean the surface area	150.00 SF	0.00	0.72	10.69	118.69

NWA Restore It Inc

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CONTINUED - Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
14. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	35.00 LF	5.98	0.00	0.00	209.30
15. Tear out and bag wet insulation - Category 3 water	48.00 SF	1.19	0.00	0.00	57.12
16. Tear out non-salv wood floor & bag - Category 3 water	78.00 SF	6.11	0.00	0.00	476.58
17. Add for tear out wd flr glued down over concrete-after hrs	78.00 SF	4.18	0.00	0.00	326.04
18. Clean with pressure/chemical spray	150.00 SF	0.00	1.83	26.93	301.43
Low pressure wash of affected areas and extraction.					
19. HEPA Vacuuming - Detailed - (PER SF)	150.00 SF	0.00	0.84	12.29	138.29
Totals: Master Bedroom				68.75	2,212.92

Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
20. Water extract from hard surf flr - Cat 3 wtr - after hours	52.00 SF	0.00	1.32	0.00	68.64
Initial extraction.					

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CONTINUED - Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Content manipulation - closet	1.00 EA	0.00	55.39	0.00	55.39
To manipulate contents for extraction on initial evening.					
22. Apply plant-based anti-microbial agent to the surface area - after hrs	106.00 SF	0.00	0.45	5.33	53.03
Anit microbial sprayed on initial evening.					
23. Apply plant-based anti-microbial agent to the surface area	106.00 SF	0.00	0.32	3.99	37.91
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
24. Water extraction from hard surface floor - Cat 3 water	52.00 SF	0.00	0.83	4.21	47.37
Extraction on day 2.					
25. Tear out oversized/multibase - bag for disp. - up to Cat 3	27.00 LF	1.87	0.00	0.00	50.49
26. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.04	0.00	0.00	14.56
27. Clean the surface area	106.00 SF	0.00	0.72	7.55	83.87
To clean before necessary removal after double extraction.					

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

28. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	27.00 LF	5.98	0.00	0.00	161.46
29. Tear out and bag wet insulation - Category 3 water	30.00 SF	1.19	0.00	0.00	35.70
30. Clean with pressure/chemical spray	106.00 SF	0.00	1.83	19.02	213.00

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CONTINUED - Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Low pressure wash of affected areas and extraction.					
31. HEPA Vacuuming - Detailed - (PER SF)	106.00 SF	0.00	0.84	8.68	97.72
Totals: Master closet				48.78	919.14

Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Water extract from hard surf flr - Cat 3 wtr - after hours	75.00 SF	0.00	1.32	0.00	99.00
Initial extraction.					
33. Apply plant-based anti-microbial agent to the surface area - after hrs	122.00 SF	0.00	0.45	6.13	61.03
Anit microbial sprayed on initial evening.					
34. Apply plant-based anti-microbial agent to the surface area	122.00 SF	0.00	0.32	4.59	43.63
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
35. Water extraction from hard surface floor - Cat 3 water	75.00 SF	0.00	0.83	0.00	62.25
Extraction on day 2.					
36. Toilet - Detach	1.00 EA	0.00	56.72	0.00	56.72
37. Bathtub - Detach	1.00 EA	0.00	128.75	0.00	128.75
38. Remove Shower door	1.00 EA	21.14	0.00	0.00	21.14
39. Tear out oversized/multibase - bag for disp. - up to Cat 3	14.00 LF	1.87	0.00	0.00	26.18
40. Interior door slab only - Detach	1.00 EA	0.00	7.51	0.00	7.51
41. Tear out trim and bag for disposal - up to Cat 3	12.00 LF	1.04	0.00	0.00	12.48
42. Clean the surface area	92.00 SF	0.00	0.72	6.56	72.80

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CONTINUED - Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL

To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.
Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

43. Countertop - solid surface/granite - Detach	5.50	SF	0.00	9.91	0.00	54.51
44. Sink - single basin - Detach	2.00	EA	0.00	33.73	0.00	67.46
45. Cabinet - vanity unit - remove - cat 3	5.50	LF	0.00	19.54	0.00	107.47
46. Water line copper cap/plug - per cap	4.00	EA	0.00	24.20	0.00	96.80
47. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	16.00	LF	8.38	0.00	0.00	134.08
48. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	17.00	LF	5.98	0.00	0.00	101.66
49. Tear out and bag wet insulation - Category 3 water	26.00	SF	1.19	0.00	0.00	30.94
50. Clean with pressure/chemical spray	122.00	SF	0.00	1.83	21.90	245.16
Low pressure wash of affected areas and extraction.						
51. Tear out non-salv. tile & bag - Category 3 water	57.00	SF	4.94	0.00	0.00	281.58
52. HEPA Vacuuming - Detailed - (PER SF)	122.00	SF	0.00	0.84	9.99	112.47
53. Tear out non-salv. tile & bag - Category 3 water	46.00	SF	4.94	0.00	0.00	227.24
54. Add for tear out tile thinset down over concrete substrate	46.00	SF	2.10	0.00	0.00	96.60

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CONTINUED - Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Master Bathroom				49.17	2,147.46

Toilet Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
55. Water extract from hard surf flr - Cat 3 wtr - after hours	24.00 SF	0.00	1.32	0.00	31.68
Initial extraction.					
56. Apply plant-based anti-microbial agent to the surface area - after hrs	92.00 SF	0.00	0.45	4.63	46.03
Anit microbial sprayed on initial evening.					
57. Apply plant-based anti-microbial agent to the surface area	92.00 SF	0.00	0.32	3.46	32.90
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
58. Water extraction from hard surface floor - Cat 3 water	24.00 SF	0.00	0.83	0.00	19.92
Extraction on day 2.					
59. Toilet - Detach	1.00 EA	0.00	56.72	0.00	56.72
60. Tear out oversized/multibase - bag for disp. - up to Cat 3	14.00 LF	1.87	0.00	0.00	26.18
61. Interior door slab only - Detach	1.00 EA	0.00	7.51	0.00	7.51
62. Tear out trim and bag for disposal - up to Cat 3	56.00 LF	1.04	0.00	0.00	58.24
63. Clean the surface area	92.00 SF	0.00	0.72	6.56	72.80

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CONTINUED - Toilet Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
64. Countertop - solid surface/granite - Detach	7.00 SF	0.00	9.91	0.00	69.37
65. Sink - single basin - Detach	1.00 EA	0.00	33.73	0.00	33.73
66. Cabinet - vanity unit - remove - cat 3	2.50 LF	0.00	19.54	0.00	48.85
67. Water line copper cap/plug - per cap	2.00 EA	0.00	24.20	0.00	48.40
68. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	17.00 LF	8.38	0.00	0.00	142.46
69. Tear out and bag wet insulation - Category 3 water	15.00 SF	1.19	0.00	0.00	17.85
70. Clean with pressure/chemical spray	92.00 SF	0.00	1.83	16.51	184.87
Low pressure wash of affected areas and extraction.					
71. HEPA Vacuuming - Detailed - (PER SF)	92.00 SF	0.00	0.84	7.53	84.81
72. Tear out non-salv. tile & bag - Category 3 water	24.00 SF	4.94	0.00	0.00	118.56
73. Add for tear out tile thinset down over concrete substrate	24.00 SF	2.10	0.00	0.00	50.40
Totals: Toilet Room				38.69	1,151.28

NWA Restore It Inc

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Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
74. Containment Barrier/Airlock/Decon. Chamber	56.00 SF	0.00	1.02	0.00	57.12
75. Content manipulation - Living room	1.00 EA	0.00	221.33	0.00	221.33
76. Containment Barrier - tension post (per day)	2.00 DA	0.00	3.35	0.00	6.70
77. Peel & seal zipper - heavy duty	1.00 EA	0.00	16.80	0.00	16.80
78. Water extract from hard surf flr - Cat 3 wtr - after hours	450.00 SF	0.00	1.32	0.00	594.00
Initial extraction.					
79. Apply plant-based anti-microbial agent to the surface area - after hrs	620.00 SF	0.00	0.45	31.19	310.19
Anit microbial sprayed on initial evening.					
80. Block and pad furniture in room - after hours	1.00 EA	0.00	85.22	0.00	85.22
81. Apply plant-based anti-microbial agent to the surface area	1,240.00 SF	0.00	0.32	46.64	443.44
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
82. Water extraction from hard surface floor - Cat 3 water	450.00 SF	0.00	0.83	0.00	373.50
Extraction on day 2.					
83. Tear out oversized/multibase - bag for disp. - up to Cat 3	82.00 LF	1.87	0.00	0.00	153.34
84. Tear out trim and bag for disposal - up to Cat 3	56.00 LF	1.04	0.00	0.00	58.24
85. Clean the surface area	620.00 SF	0.00	0.72	44.18	490.58

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

CONTINUED - Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
86. Range - freestanding - electric - Detach	1.00 EA	0.00	24.37	0.00	24.37
87. Tear out non-salv. tile & bag - Category 3 water	16.00 SF	4.94	0.00	0.00	79.04
For affected tile removed around the fireplace.					
88. Dishwasher - Detach	1.00 EA	0.00	63.18	0.00	63.18
89. Sink - double basin - Detach	1.00 EA	0.00	36.03	0.00	36.03
90. Remove P-trap assembly - ABS (plastic)	2.00 EA	10.46	0.00	0.00	20.92
91. Remove Garbage disposal / disposer	1.00 EA	28.82	0.00	0.00	28.82
92. Countertop - solid surface/granite - Detach	18.00 SF	0.00	9.91	0.00	178.38
93. Cabinet - lower (base) unit - Detach - Cat 3	8.00 LF	0.00	26.85	0.00	214.80
94. Water line copper cap/plug - per cap	2.00 EA	0.00	24.20	0.00	48.40
95. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	85.00 LF	5.98	0.00	0.00	508.30
96. Tear out and bag wet insulation - Category 3 water	42.00 SF	1.19	0.00	0.00	49.98
97. Tear out non-salv wood floor & bag - Category 3 water	476.00 SF	6.11	0.00	0.00	2,908.36

NWA Restore It Inc

13525 W. Highway 102
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Tax-ID-- 72-1532198

CONTINUED - Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
98. Add for tear out wd flr glued down over concrete-after hrs	476.00 SF	4.18	0.00	0.00	1,989.68
99. Clean with pressure/chemical spray	620.00 SF	0.00	1.83	111.28	1,245.88
Low pressure wash of affected areas and extraction.					
100. HEPA Vacuuming - Detailed - (PER SF)	620.00 SF	0.00	0.84	50.78	571.58
Totals: Living Room/ Kitchen				284.07	10,778.18

Closet under the stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
101. Water extract from hard surf flr - Cat 3 wtr - after hours	21.00 SF	0.00	1.32	0.00	27.72
Initial extraction.					
102. Apply plant-based anti-microbial agent to the surface area - after hrs	55.00 SF	0.00	0.45	2.76	27.51
Anit microbial sprayed on initial evening.					
103. Apply plant-based anti-microbial agent to the surface area	110.00 SF	0.00	0.32	4.13	39.33
To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.					
104. Water extraction from hard surface floor - Cat 3 water	21.00 SF	0.00	0.83	0.00	17.43
Extraction on day 2.					
105. Tear out oversized/multibase - bag for disp. - up to Cat 3	15.00 LF	1.87	0.00	0.00	28.05
106. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.04	0.00	0.00	14.56
107. Clean the surface area	55.00 SF	0.00	0.72	3.92	43.52

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

CONTINUED - Closet under the stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
To clean before necessary removal after double extraction.					
IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:					
Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
Further-					
IICRC Standard S500- 12.5.3 Controlling Airflow:					
....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).					
108. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	17.00 LF	5.98	0.00	0.00	101.66
109. Tear out non-salv wood floor & bag - Category 3 water	12.00 SF	6.11	0.00	0.00	73.32
110. Add for tear out wd flr glued down over concrete-after hrs	12.00 SF	4.18	0.00	0.00	50.16
111. Clean with pressure/chemical spray	55.00 SF	0.00	1.83	9.87	110.52
Low pressure wash of affected areas and extraction.					
112. HEPA Vacuuming - Detailed - (PER SF)	55.00 SF	0.00	0.77	4.13	46.48
Totals: Closet under the stairs				24.81	580.26

Restoration Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
113. Air filtration device (24 hr period) - No monit.	34.00 DA	0.00	80.00	0.00	2,720.00
*Price does not include filter.					
114. Air mover (per 24 hour period) - No monitoring	104.00 EA	0.00	33.00	0.00	3,432.00

NWA Restore It Inc

13525 W. Highway 102
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Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

CONTINUED - Restoration Equipment

DESCRIPTION	QTY		REMOVE	REPLACE	TAX	TOTAL
Includes: Equipment cost for a standard drying fan. Based on 24 hours of "run time" on the job-site. Excludes: Set-up, take down, and monitoring. Use WTREQ for set-up, take down, and/or monitoring, if needed. Quality: Standard drying fan, typically greater than 850 actual CFM. Note: Due to ever improving technology and efficiency of equipment, and as the actual type (brand/model/specs) of equipment used varies, CFM may not always be the best indicator. The price for this line item is therefore based on the reported cost for the most predominantly used standard drying fans in this area. No life expectancy data						
115. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	22.00	EA	0.00	95.00	0.00	2,090.00
Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings, etc. and/or take down & remove dryers and dehumidifiers. Excludes: Equipment charges. No life expectancy data *Price does not include filter.						
116. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	22.00	EA	0.00	123.00	0.00	2,706.00
Includes: Equipment cost for a dehumidifier unit. Based on 24 hours of "run time" on the job-site. Excludes: Set-up, take down, and monitoring. Use WTREQ for set-up, take down, and/or monitoring, if needed. Quality: Dehumidifier with an AHAM certified rating of 110 to 159 pints per day. Note: Due to ever improving technology and efficiency of equipment, and as the actual type (brand/model/specs) of equipment used varies among service providers and areas of the country, no specific equipment is referenced within this line item. The price for this line item is therefore based on the reported cost for the most predominantly used "high capacity" dehumidifier in this area. No life expectancy data *Price does not include filter.						
117. Equip. setup, take down & monitoring - after hrs	4.00	HR	0.00	94.90	0.00	379.60
1 hr for set up of stabilization and 1 hr of monitoring on the original evening. 2 hrs over the weekend of monitoring.						
118. Equipment setup, take down, and monitoring (hourly charge)	12.00	HR	0.00	63.20	0.00	758.40
10 hours of monitoring while drying. 2 hours for equipment take down.						
119. Equipment decontamination charge - HVY, per piece of equip	20.00	EA	0.00	59.46	0.00	1,189.20
To decontaminate the drying equipment after drying.						
120. Water Extraction & Remediation Technician - per hour	12.00	HR	0.00	63.20	0.00	758.40
2 techs for 4 hours to decontaminate & clean hoses, wands, truck mount, and portables.						
Totals: Restoration Equipment					0.00	14,033.60

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Consumables

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
121. Add for HEPA filter (for negative air exhaust fan)	2.00 EA	0.00	210.80	41.11	462.71
122. Filter (Pre-filter for air filtration device)	2.00 EA	0.00	8.74	3.57	21.05
New filters for air filtration device(s).					
123. Filter (dehumidifier)	5.00 EA	0.00	11.86	12.13	71.43
New filters for dehumidifier(s).					
124. Add for personal protective equipment - per person per suit up	9.00 EA	0.00	21.43	10.66	203.53
3 techs, 1 set of PPE the original evening response, 3 techs, 2 sets of PPE (before lunch and after lunch) on day 2. Includes up to protective: suits, masks, filters and gloves.					
125. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	92.19	7.56	99.75
126. Ducting - lay-flat	10.00 LF	0.00	0.51	1.05	6.15
Totals: Consumables				76.08	864.62

Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
127. Dumpster trailer load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	474.80	0.00	46.29	521.09
1.66 tons of debris dumped.					
128. Haul debris - per pickup truck load - including dump fees	1.00 EA	163.28	0.00	0.00	163.28
Totals: Debris Removal				46.29	684.37

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
129. Plumbing labor minimum	1.00 EA	0.00	50.75	0.00	50.75
130. Mirror/shower door labor minimum	1.00 EA	0.00	129.49	0.00	129.49
Totals: Labor Minimums Applied				0.00	180.24
Line Item Totals: SKROCKI_0977M				**636.64**	**36,241.11**

NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Summary

Line Item Total	35,604.47
Material Sales Tax	59.33
Cleaning Matl Tax	28.39
Subtotal	35,692.19
Service Sales Tax	548.92
Replacement Cost Value	**$36,241.11**
Net Claim	**$36,241.11**

FOREMOST INSURANCE GROUP

Toll Free: (800) 527-3907
Email: myclaim@foremost.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
claims.Foremost.com

December 18, 2025

CHRISTOPHER SKROCKI
516 N FALLIN AVE
FAYETTEVILLE AR 72701-3608

RE:		
	Insured:	Christopher Skrocki
	Claim Number:	5040242207-1-1
	Policy Number:	5017751302
	Loss Date:	12/08/2025
	Location of Loss:	516 N Fallin Ave, Fayetteville, AR
	Subject:	Settlement Notice

Dear CHRISTOPHER SKROCKI:

Thank you for being a valued customer. We'll issue your claim payment(s) through the method you select to receive your funds.

Your settlement breakdown and other claim related information can be found on the included Additional Information page.

The amount of your loss that exceeded the limit was enough to cover the entire deductible amount.

We encourage you to visit www.foremost.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please contact me.

Thank you.

Ashlee Ornelas
Special Field Claims Representative
(405) 782-6221
Foremost Insurance Company Grand Rapids, Michigan

Email communications are preferred and should be sent to myclaim@foremost.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Payment Reference Number(s): 1644387496
Enclosure(s):
Estimate/Invoice -

Additional Information

Payment summary:
The following table of information outlines your claim settlement.

Line of Coverage	Water Backup
Less: Policy Deductible	$250.00
Applicable Policy Limit	$10,000.00
Amount	$10,000.00

Settlement information:
Actual cash value is based on replacement cost less any applicable depreciation for age, useful life and condition. Labor, taxes and other fees and expenses have also been depreciated if not prohibited by your state. To recover depreciation, please send us a copy of any invoices or receipts that demonstrate replacement or repairs. We believe our estimate reflects the reasonable cost necessary to repair or replace the covered damages. Please let know immediately if you disagree. We'll reimburse you for the full replacement cost reasonably paid to repair replace the covered damages or any applicable policy limits.

Any deductible amount will be applied according to policy provisions.

Loss payee on check:
The attached payment includes all loss payees as your policy requires.

Subrogation pursuit:
We intend to pursue reimbursement of amounts we paid, including your deductible, if applicable, from the responsible party who caused or contributed to this loss. If we receive payment, we will reimburse your deductible, if one was applied, according to your state's law.

Legal Notice(s):
We reserve all rights and defenses under the policy and law and no activity on our part should be construed as a waiver. Even though only parts of the policy may be mentioned or quoted in this letter, additional portions if found to be relevant will be applied.

Please note there are time limits set forth in the Conditions ("Lawsuits Against Us" or "Legal Action Against Us" or "Suit Against Us") section of the policy which, depending on your state, may affect the time within which you may pursue your claim. This period may have been extended by statute or case law.

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

Ordinance: 6725

File Number: 2024-1790

ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS (AMENDMENT):

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS AND §39.11 DAMAGE CLAIMS OTHER THAN WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO INCREASE THE AMOUNT OF COMPENSATION THAT THE CITY COUNCIL CAN AWARD

WHEREAS, the City of Fayetteville is authorized to pay reasonable claims of citizens damaged by water and sewer infrastructure problems and uninsured city vehicles, equipment, infrastructure and personnel even though statutory sovereign immunity protects our taxpayers for such unintentional, actions even if negligent; and

WHEREAS, a dozen years have passed since these code sections were enacted by the City Council and recent inflationary pressures necessitate an increase in the City Council's authority to grant reasonable compensation for appropriate claims.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 39.10 and § 39.11 of the *Fayetteville Code* to increase the City Council's authority to grant reasonable compensation to citizens whose property have been damaged by City infrastructure or personnel by repealing the current § 39.10 and § 39.11 and by enacting new § 39.10 and § 39.11 as shown on Exhibit A attached to this ordinance to more properly compensate a person whose property has been damaged.

PASSED and APPROVED on March 19, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas. Amount Paid: $ 136.80

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1392

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Extension of Sewer Service at 2825 N. Hughmount Rd. in Washington County**

RECOMMENDATION:
Staff recommends City Council approval of sewer service for a single-family home located at 2825 N. Hughmount Road in Washington County.

BACKGROUND:
Sewer service for an existing single-family home in Washington County with a failing septic tank system has been requested at 2825 N. Hughmount Road. A sewer service line across N Hughmount Road would be required to service this property.

DISCUSSION:
Per City of Fayetteville Code §51.113(C), City Council approval is necessary for any sewer connections outside the corporate city limits of Fayetteville, Farmington, Greenland, or Johnson. Addition of this sewer connection will not negatively impact system capacities in the vicinity. Additionally, this residence is surrounded on three sides by the Fayetteville city limits, and annexation is a condition of this sewer service connection.

BUDGET/STAFF IMPACT:
No impacts.

ATTACHMENTS: 3. Staff Review Form, 4. 2825 N Hughmount Location Map, 5. Hughmount Septic System

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

File #: 2026-1392

A RESOLUTION TO ALLOW THE EXTENSION OF THE CITY'S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO 2825 NORTH HUGHMOUNT ROAD, UNDER THE SAME CONDITIONS AS A CITIZEN OF FAYETTEVILLE COULD RECEIVE SUCH SEWER SERVICES FOR NEW CONSTRUCTION

WHEREAS, §51.113 **Sewer Service and Extension Policy** states that "the city's sewerage system shall not be extended outside the city's corporate limits except on the express approval of the City Council," and;

WHEREAS, the rare approvals of such extension of sewer availability into unincorporated County property has always required the property owner to annex into the City of Fayetteville as soon as legally possible (when the property adjoins the City); and

WHEREAS, to assist this property owner whose property already adjoins the city limits and whose septic system is failing, the Water and Wastewater Department recommends that the City Council approve this extension for a single home immediately, but on condition that the property owner immediately begins the annexation process and completes the annexation as soon as possible. A failure to fulfill these conditions authorizes the Water and Wastewater Department to remove any tap (connection) to our sewage system until annexation is accomplished.

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 extension of sewage service to 2825 North Hughmount Road immediately, but on the condition that the property owner immediately begins the annexation into Fayetteville process and satisfactory completes this annexation as soon as reasonably possible with a failure to comply with these conditions empowers the Water and Wastewater Department to remove this tap (connection) until the annexation is accomplished.

City of Fayetteville Staff Review Form

2026-1392

Item ID

5/5/2026

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

Tim Nyander	4/16/2026	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends City Council approval of sewer service for a single-family home located at 2825 N. Hughmount Road in Washington County.

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 Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	-

Purchase Order Number: _____

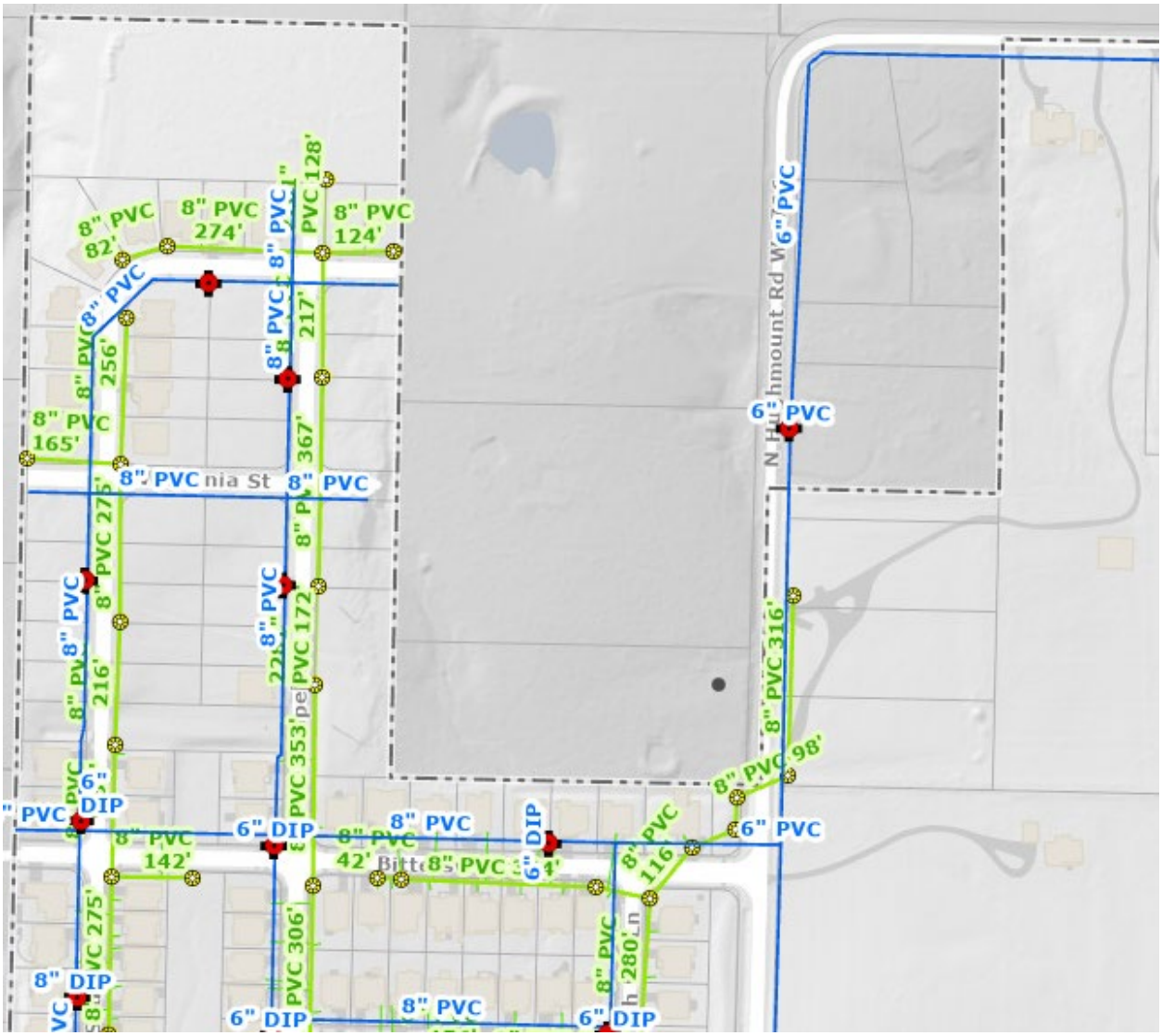
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



2825 N Hughmount Location

ıg and Heating, Inc.
ingandheating.com
Carley Road
ıle, AR 72762
339 Fax: 479-872-1080
plumbing@gmail.com

Michael and Nancy MacDonald

2825 N. Hughmount Rd.

Fayetteville, AR 72704

479 684 1804 Nancy

479 601 6083 Mike

Date: March 2, 2026

To Whom It May Concern:

I am writing to document the condition of the existing septic system at the above property and to provide a professional recommendation regarding its future use. Our company has inspected, serviced, and evaluated this system in February 2026, and the findings consistently indicate that the septic system is failing and no longer functioning in a safe or sustainable manner.

During our initial service call on February 2, 2026, we investigated repeated backups affecting the kitchen, laundry, and half-bath fixtures. While the internal ABS main line was clear, the drainage symptoms were consistent with downstream restriction.

On February 16, 2026, we excavated and opened the septic tank and distribution components to assess the cause of the recurring backups. At that time, we found:

- The septic tank was completely full.
- The outlet baffle was inaccessible until the tank lid was cut open with a hot saw.
- The distribution box (D-box) was full and non-functional.
- The leach lines were saturated and not accepting effluent.

After pumping the tank and D-box to expose the components, it became clear that the leach field has failed. The system is no longer dispersing wastewater into the soil as designed, causing sewage to back up into the home. The customer was referred to a septic specialist, who confirmed the severity of the failure.

Based on these findings, the septic system is structurally compromised, hydraulically failed, and would require extensive and costly reconstruction to restore even minimal function. Continued use in its current condition poses ongoing health, safety, and property-damage risks.

Given the age of the system, the condition of the tank and leach field, and the repeated failures documented across multiple service visits, the most reliable and cost-effective long-term solution is to abandon and properly dispose of the existing septic system and connect the property to the municipal sewer system. This option eliminates the need for ongoing septic repairs, prevents future backups into the home, and ensures compliance with modern wastewater standards.

Please feel free to contact us with any further questions.

Sincerely,

Mayes Plumbing & Heating LLC

Licensed Plumbing Contractor

Springdale, Arkansas

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1311

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

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

FROM: Alan Pugh, Stormwater Manager

SUBJECT: **Approving the purchase of the property at 2400 W Valley Drive for the purchase price of $225,000 due to ongoing flooding of Hamestring Creek and to remove the structure from the floodway, approval of a $7,500 contingency to cover all closing costs and authorizing the mayor to sign all closing documents.**

RECOMMENDATION:
Staff recommend purchasing the property at 2400 W Valley Drive for the purchase price of $225,000 due to ongoing flooding of Hamestring Creek and to remove the structure from the floodway, approval of a $7,500 contingency to cover all closing costs and authorizing the mayor to sign all closing documents.

BACKGROUND:
Due to continued flooding and in response to the May 2017 flood event, the City Council approved a contract with FTN Associates in May of 2020 to research potential solutions to the flooding in the Hamestring Creek repetitive loss area (RLA). This study looked at several options including upstream detention and channel improvements to determine if the flooding could be alleviated. This study ultimately did not yield any feasible results.

Resolution 44-25 authorized staff to enter into an agreement with Olsson to study another option for reduction in flooding along W Valley Dr and draft a grant application to purchase properties should that option not yield acceptable results. Results from study indicated that flooding could be reduced enough to potentially avoid the purchase of a few of the properties, however others still would continue to flood. Staff then submitted a grant application to the Department of Agriculture, Natural Resource Division for a Flood Mitigation Assistance Grant to purchase properties within the RLA. One of these properties was located at 2400 W Valley Drive. The home currently experiences water in the crawl space, property damage during flooding and is located within the floodway.

DISCUSSION:
After the grant submission, the property located at 2400 W Valley Drive was listed for sale. At that time the City placed an offer to purchase the property, contingent on an appraisal and on City Council approval, to remove the structure from the floodway and eliminate future flood losses. The City is also studying the potential to create floodplain storage at this location and return the area to a natural floodplain. While this small area may not show a measurable decrease in the flood elevations, this may be combined with future projects to help alleviate flooding in the area. The property is listed for sale for $225,000 and while the City's appraisal was slightly below that figure at $217,000, the owner indicated that they had other full price offers which would support the value of $225,000. Staff is recommending purchasing the property for $225,000.

BUDGET/STAFF IMPACT:
Funding would be from the 2022 Drainage Bonds which allow for the purchase of floodplain properties.

ATTACHMENTS: 3. Staff Review Form, 4. 2400 Valley Dr Appraisal, 5. Accepted Offer

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

File #: 2026-1311

A RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY LOCATED AT 2400 WEST VALLEY DRIVE IN THE AMOUNT OF $225,000.00, TO APPROVE A CONTINGENCY IN THE AMOUNT OF $7,500.00, AND TO AUTHORIZE THE MAYOR TO SIGN ALL CLOSING DOCUMENTS

WHEREAS, due to continued flooding and in response to the May 2017 flood event, the City Council approved a contract with FTN Associates to research potential solutions to the flooding in the Hamestring Creek repetitive loss area that did not yield any feasible results; and

WHEREAS, on February 4, 2025, City Council passed Resolution 44-25 authorizing an agreement with Olsson to study another option for reduction in flooding along West Valley Drive and draft a grant application to purchase properties should that option not yield acceptable results; and

WHEREAS, results from the study indicated that flooding could be reduced enough to potentially avoid the purchase of a few of the properties, though others would continue to flood; and

WHEREAS, staff then submitted a grant application to the Department of Agriculture, Natural Resource Division for a Flood Mitigation Assistance Grant to purchase properties within the repetitive loss area with the intent to remove the structures; and

WHEREAS, after the grant submission, the property located at 2400 West Valley Drive was listed for sale and the City submitted an offer to purchase the property, contingent on an appraisal and on City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of the property located at 2400 West Valley Drive in the amount of $225,000.00 for the purpose of removing a repetitive loss structure, approves a contingency in the amount of $7,500.00, and further authorizes Mayor Rawn to sign all closing documents.

City of Fayetteville Staff Review Form

2026-1311

Item ID

5/5/2026

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

Chris Brown	4/9/2026	STORMWATER MANAGEMENT (740)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approving the purchase of the property at 2400 W Valley Drive due to ongoing flooding of Hamstring Creek and to remove the structure from the floodway, approval of a $7,500 contingency to cover all closing costs and authorizing the mayor to sign all closing documents.

Budget Impact:

4704.860.7405-5805.00	Land Acquisition
Account Number	Fund
46040.7405	Drainage Projects-Floodplain Buyout
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	232,500.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	232,500.00
Does item have a direct cost?	Yes	Item Cost	$	232,500.00
Is a Budget Amendment attached?	No	Budget Amendment	$	-
		Remaining Budget	$	-

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

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

Original Contract Number: _____

Comments:

APPRAISAL OF REAL PROPERTY

LOCATED AT
2400 W Valley Dr
Fayetteville, AR 72703
Lot 21, ST Russell Subdivision

FOR
City of Fayetteville
113 W Mountain St
Fayetteville, AR 72701

OPINION OF VALUE
217,000

AS OF
03/23/2026

BY
Chris Hamaker
Boston Mountain Real Estate
PO Box 722
Fayetteville, AR 72702-0722
(479) 251-8600
appraisal@cox-internet.com

USPAP ADDENDUM

File No. 260305

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender	City of Fayetteville						

This report was prepared under the following USPAP reporting option:

☒ **Appraisal Report** — This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ **Restricted Appraisal Report** — This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: _____

A reasonable exposure time for the subject property at the market value stated is between 0 and 3 months.

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

— The statements of fact contained in this report are true and correct.

— The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

— Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involve

— I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

— My engagement in this assignment was not contingent upon developing or reporting predetermined results.

— My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of th client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED RESIDENTIAL CR2256
CHRIS M. HAMAKER

APPRAISER:		SUPERVISORY APPRAISER: (only if required)	
Signature:		Signature:	
Name:	Chris Hamaker	Name:	
Date Signed:	03/24/2026	Date Signed:	
State Certification #:	CR2256	State Certification #:	
or State License #:		or State License #:	
State:	AR	State:	
Expiration Date of Certification or License:	06/30/2026	Expiration Date of Certification or License:	
Effective Date of Appraisal:	03/23/2026	Supervisory Appraiser Inspection of Subject Property:	
		☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior	

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 260305

SUBJECT

Property Address: 2400 W Valley Dr | City: Fayetteville | State: AR | Zip Code: 72703
County: Washington | Legal Description: Lot 21, ST Russell Subdivision
Assessor's Parcel #: 765-11077-000
Tax Year: 2025 | R.E. Taxes: $ 1,555 | Special Assessments: $ .00 | Borrower (if applicable): N/ A
Current Owner of Record: TCSE, LLC | Occupant: ☐ Owner ☐ Tenant ☒ Vacant | ☐ Manufactured Housing
Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe) | HOA: $ ☐ per year ☐ per month
Market Area Name: W Fayetteville | Map Reference: 22220 | Census Tract: 0106.02

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: Floodplain Buyout
Intended User(s) (by name or type): City of Fayetteville
Client: City of Fayetteville | Address: 113 W Mountain St, Fayetteville, AR 72701
Appraiser: Chris Hamaker | Address: PO Box 722, Fayetteville, AR 72702-0722

MARKET AREA DESCRIPTION

Location:	☐ Urban	☒ Suburban	☐ Rural	Predominant Occupancy	One-Unit Housing			Present Land Use		Change in Land Use	
Built up:	☐ Over 75%	☒ 25-75%	☐ Under 25%		PRICE $(000)		AGE (yrs)	One-Unit	60 %	☒ Not Likely	
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☒ Owner				2-4 Unit	10 %	☐ Likely *	☐ In Process *
Property values:	☐ Increasing	☒ Stable	☐ Declining	☐ Tenant	100	Low	0	Multi-Unit	10 %	* To:	
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply	☒ Vacant (0-5%)	3,000	High	175	Comm'l	10 %		
Marketing time:	☒ Under 3 Mos.	☐ 3-6 Mos.	☐ Over 6 Mos.	☐ Vacant (>5%)	500	Pred	25	Vac/ Public	10 %		

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject neighborhood is roughly defined by E Joyce Blvd to the north; N Rupple Rd to the west; MLK Blvd to the south; and College Ave to the west.The subject is in a growing to stable residential neighborhood consisting of mostly single family homes, apartment complexes, and 2-4 family buildings. The subject neighborhood is near employment centers, public services, entertainment facilities, schools, hospitals, parks, and recreational facilities. The unemployment rate in northwest Arkansas is around 3.5% which is below national and state averages. OTHER=AGR. Market conditions have been average to good in northwest Arkansas and most areas have declined between 2008 and 2010. There were signs of stabilization in some sub-markets and some areas saw an increase in values during most of 2012. 2013-2025 saw steady sales, which have continued into 2026. The area is still experiencing growth and reasonable interest rates.

SITE DESCRIPTION

Dimensions: ~97' x 169' | Site Area: 16,393 sf
Zoning Classification: RSF-4 | Description: Residential Single Family
Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning
Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ /
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)
Actual Use as of Effective Date: Single Family Residential | Use as appraised in this report: Single Family Residential
Summary of Highest & Best Use: The highest and best use is for single family residential.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Generally Level
Electricity	☒	☐	SWEPCO	Street	Asphalt	☒	☐	Size	Typical for area
Gas	☒	☐	Black Hills	Curb/Gutter	Concrete	☒	☐	Shape	Rectangular
Water	☒	☐	Fayetteville	Sidewalk	Concrete	☒	☐	Drainage	Appears Adequate
Sanitary Sewer	☒	☐	Fayetteville	Street Lights	Wood Pole	☒	☐	View	Residential
Storm Sewer	☒	☐	Fayetteville	Alley	None	☐	☐		

Other site elements: ☐ Inside Lot ☒ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No | FEMA Flood Zone AE | FEMA Map # 05143C0204G | FEMA Map Date 01/25/2024
Site Comments: The subject property is in flood zone AE. A professional survey is recommended (not required) to determine the exact location of the subject within the flood zone. The subject property is also affected by Streamside Protection Ordinance. Please city documents for additional information.

DESCRIPTION OF THE IMPROVEMENTS

General Description		Exterior Description		Foundation		Basement ☒ None		Heating	
# of Units	1 ☐ Acc.Unit	Foundation	Con Block	Slab	None	Area Sq. Ft.	0	Type	FWA
# of Stories	1	Exterior Walls	HB	Crawl Space	Yes	% Finished	0	Fuel	N. Gas
Type ☒ Det. ☐ Att. ☐		Roof Surface	Composition/ Avg	Basement	None	Ceiling			
Design (Style)	Ranch/ Avg	Gutters & Dwnspts.	None	Sump Pump	☐	Walls		Cooling	
☒ Existing ☐ Proposed ☐ Und.Cons.		Window Type	Double Pane/ Av	Dampness	☐	Floor		Central	X
Actual Age (Yrs.)	59	Storm/Screens	Yes/ Avg	Settlement	None Noted	Outside Entry		Other	
Effective Age (Yrs.)	30			Infestation	None Noted				

Interior Description		Appliances		Attic ☐ None		Amenities		Car Storage ☐ None	
Floors	CP;V;HW/ Fair-Avg	Refrigerator	☐	Stairs	☐	Fireplace(s) #	0	Garage # of cars (2 Tot.)	
Walls	DW/ Fair-Avg	Range/Oven	☒	Drop Stair	☐	Patio	None	Attach.	
Trim/Finish	Wood/ Average	Disposal	☒	Scuttle	☒	Deck	Cov Concrete	Detach.	
Bath Floor	Vinyl/ Fair-Avg	Dishwasher	☒	Doorway	☐	Porch	CvCn	Blt.-In	
Bath Wainscot	Fiberglass/ Average	Fan/Hood	☒	Floor	☐	Fence	None	Carport	1
Doors	Hollow Core/ Average	Microwave	☒	Heated	☐	Pool	None	Driveway	1
		Washer/Dryer	☐	Finished	☐			Surface	Concrete

Finished area above grade contains: 5 Rooms | 2 Bedrooms | 1.5 Bath(s) | 1,093 Square Feet of Gross Living Area Above Grade
Additional features: The subject has typical amenities for the area.
Describe the condition of the property (including physical, functional and external obsolescence): Improvements are of average quality and in fair to average condition. No repairs are needed at this time.

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3/2007

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 260305

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Co Assessor & MLS

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: N/ A
Date:	
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH TO VALUE (if developed) ☐ The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	2400 W Valley Dr Fayetteville, AR 72703	2227 W Hatfield St Fayetteville, AR 72703		1119 S Ellis Ave Fayetteville, AR 72701		1224 N Turner Ave Fayetteville, AR 72703	
Proximity to Subject		0.16 miles E		2.31 miles SE		0.34 miles E	
Sale Price	$ N/ A		$ 224,000		$ 200,000		$ 255,000
Sale Price/GLA	$ /sq.ft.	$ 198.58 /sq.ft.		$ 203.25 /sq.ft.		$ 249.76 /sq.ft.	
Data Source(s)	Property	ML#1309096;DOM 58		ML#1317108;DOM 3		ML#1321877;DOM 1	
Verification Source(s)	Inspection	County Assessor		County Assessor		County Assessor	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing	N/ A	Not Disclosed		Not Disclosed		Not Disclosed	
Concessions	N/ A	Not Disclosed		Not Disclosed		Not Disclosed	
Date of Sale/Time	N/ A	09/09/2025		09/18/2025		10/09/2025	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Suburban/ Avg	Suburban/ Avg		Suburban/ Avg		Suburban/ Avg	
Site	16,393 sf	17,424 sf	0	12,632 sf	0	12,632 sf	0
View	Residential/ Avg	Residential/ Avg		Residential/ Avg		Residential/ Avg	
Design (Style)	Ranch/ Avg	Ranch/ Avg		Ranch/ Avg		Ranch/ Avg	
Quality of Construction	Average	Average		Average		Average	
Age	59	59		65	0	63	0
Condition	Fair to Average	Average	-10,000	Fair to Average		Fair to Average	
Above Grade Room Count (Total / Bdrms / Baths)	5 / 2 / 1.5	6 / 4 / 1.0	+3,000	5 / 3 / 1.0	+3,000	6 / 3 / 1.0	+3,000
Gross Living Area	1,093 sq.ft.	1,128 sq.ft.		984 sq.ft.	+8,175	1,021 sq.ft.	+5,400
Basement & Finished	N/ A	N/ A		N/ A		N/ A	
Rooms Below Grade	N/ A	N/ A		N/ A		N/ A	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	CH/ A	CH/ A		CH/ A		CH/ A	
Energy Efficient Items	Average	Average		Average		Average	
Garage/Carport	1 Car Carport	Garage Storage	0	1 Car Garage	-4,000	1 Car Garage	-4,000
Porch/Patio/Deck	Covered Porch	Porch/ Patio	0	Porch/ Patio	0	Porch/ Patio	0
Flood Zone	Yes	Yes		Yes		No	-20,000
Net Adjustment (Total)		☐ + ☒ -	$ -7,000	☒ + ☐ -	$ 7,175	☐ + ☒ -	$ -15,600
Adjusted Sale Price of Comparables			$ 217,000		$ 207,175		$ 239,400

Summary of Sales Comparison Approach: The sales utilized in this report were based upon their location, age, dwelling size, condition, and market appeal. The sales were researched and verified through county assessor records and the Northwest Arkansas multi-list service. Other sales were researched; however, these are considered to be the most instructive as of the date of the appraisal. The subject is compatible with homes located in the defined neighborhood. The sales have been weighted on their similarity and percentage adjustments. The subject is inferior in number of bedrooms but superior in number of bathrooms. The location of the subject in the flood plain is inferior to similar homes not in the floodplain. This adverse site condition can vary from year to year based upon perceived flooding, flood insurance rates, and governmental development restrictions.

Indicated Value by Sales Comparison Approach $ 217,000

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RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 260305

COST APPROACH

COST APPROACH TO VALUE (if developed) ☒ The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Land sales in the area were researched through the Northwest Arkansas MLS. Zoning, geography, and land size were all taken into account and an opinion for estimated site value was found.

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data: N/ A

Quality rating from cost service: N/ A Effective date of cost data: N/ A

Comments on Cost Approach (gross living area calculations, depreciation, etc.): Physical depreciation is calculated using the effective age/ economic life method based on a sixty year scale.

Estimated Remaining Economic Life (if required): Years

OPINION OF SITE VALUE			=$
DWELLING	Sq.Ft. @ $		=$
	N/ A Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
	Sq.Ft. @ $		=$
			=$
Garage/Carport	Sq.Ft. @ $		=$
Total Estimate of Cost-New			=$
Less Depreciation	Physical	Functional	External =$( )
Depreciated Cost of Improvements			=$
"As-is" Value of Site Improvements			=$
			=$
			=$
INDICATED VALUE BY COST APPROACH			=$

INCOME APPROACH

INCOME APPROACH TO VALUE (if developed) ☒ The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent $ N/ A X Gross Rent Multiplier N/ A = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM):

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 217,000 Cost Approach (if developed) $ Income Approach (if developed) $

Final Reconciliation The income approach was not utilized since the subject property is located in an area of mostly owner occupied single family homes. The sales comparison approach has been given all of the weight since the cost approach was not necessary due to good market information. The subject property value could easily range from $215,000 to $225,000 depending on mortgage and insurance rates.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 217,000 , as of: 03/23/2026 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACHMENTS

A true and complete copy of this report contains 23 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

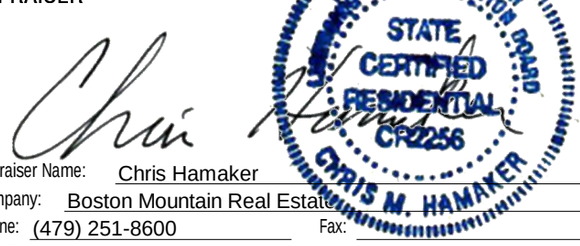
☒ Scope of Work	☒ Limiting Cond./Certifications	☐ Narrative Addendum	☒ Photograph Addenda	☒ Sketch Addendum
☒ Map Addenda	☐ Additional Sales	☐ Cost Addendum	☒ Flood Addendum	☐ Manuf. House Addendum
☐ Hypothetical Conditions	☐ Extraordinary Assumptions	☐	☐	☐

SIGNATURES

Client Contact: Client Name: City of Fayetteville

E-Mail: Address: 113 W Mountain St, Fayetteville, AR 72701

APPRAISER



Appraiser Name: Chris Hamaker

Company: Boston Mountain Real Estate

Phone: (479) 251-8600 Fax:

E-Mail: appraisal@cox-internet.com

Date of Report (Signature): 03/24/2026

License or Certification #: CR2256 State: AR

Designation: None

Expiration Date of License or Certification: 06/30/2026

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 03/23/2026

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

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DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

*** Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institution lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market reaction to the financing or concessions based on the appraiser's judgment.**

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is value on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist th reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless spec arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. Thes separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (includi the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that ther are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The apprais will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or s considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of suc items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completio repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federall approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained befo the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrer of a subsequent event directly related to the intended use of this appraisal.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of tl report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this repo

ADDRESS OF PROPERTY ANALYZED: 25[illegible] Valley Dr, Fayetteville, AR 72703

APPRAISER:	SUPERVISORY or CO-APPRAISER (if applicable):
Signature:	Signature:
Name: Chris Hamaker	Name:
Title: Certified Residential	Title:
State Certification #: CR2256	State Certification #:
or State License #:	or State License #:
State: AR Expiration Date of Certification or License: 06/30/2026	State: Expiration Date of Certification or License:
Date Signed: 03/24/2026	Date Signed:
	☐ Did ☐ Did Not Inspect Property

Form ACR2_DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

260305

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), the Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those sections and statements which have been marked by the appraiser apply to the property being appraised.

☒ PURPOSE, INTENDED USE & INTENDED USER(S) OF APPRAISAL

- ◉ The purpose of the appraisal is to estimate the market value as defined herein, or ☐ _____
- ◉ Intended use of the appraisal report: Floodplain Buyout
- ○ Intended user(s) of the appraisal report (by name or type): City of Fayetteville
- ○ This is a federally related transaction.

☒ EXTENT OF APPRAISAL PROCESS

- ◉ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- ○ The Reproduction/Replacement Cost is based on: _____ _____ , supplemented by the appraiser's knowledge of the local market.
- ◉ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- ◉ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be applicable. For this reason, the Income Approach was not used.
- ○ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- ○ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.
- ○

☒ FEMA FLOOD HAZARD DATA ☒ Flood map is attached

- ○ Subject property is not located in a FEMA Special Flood Hazard Area.
- ◉ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
AE	05143C0204G	01/25/2024	Fayetteville

- ○ The community does not participate in the National Flood Insurance Program.
- ◉ The community does participate in the National Flood Insurance Program.
- ○ It is covered by a regular program.
- ○ It is covered by an emergency program.

Analysis/Comments: _____

☒ CURRENT SALES CONTRACT

- ○ The subject property is currently not under contract.
- ◉ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- ○ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller	Owner of Record
				TCSE, LLC

- ○ The contract indicated that personal property was not included in the sale.
- ○ The contract indicated that personal property was included. It consisted of _____ _____ . Estimated contributory value is $ _____
- ◉ Personal property was not included in the final value estimate.
- ○ Personal property was included in the final value estimate.
- ○ The contract indicated no financing concessions or other incentives.
- ○ The contract indicated the following concessions or incentives: _____ _____
- ○ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

Analysis/Comments: _____ _____ _____

☒ MARKET OVERVIEW

Include an explanation of current market conditions and trends.

◉ 0-3 months is considered a reasonable exposure time for the subject property at a value range of $ _____ to $ _____

Analysis/Comments: _____

◉ 0-3 months is estimated to be the marketing time for the subject property.

Analysis/Comments: _____

○ Marketing Factors: _____

☒ SUBJECT PROPERTY OFFERING INFORMATION

According to NWAMLS the subject property:

○ has not been offered for sale in the past: ☐ 30 days ☐ 1 year ☐ 3 years.

◉ is currently offered for sale for $ 225,000 .

○ was offered for sale within the past: ☐ 30 days ☐ 1 year ☐ 3 years for $ _____ .

◉ Offering information was considered in the final reconciliation of value.

○ Offering information was not considered in the final reconciliation of value.

○ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

Analysis/Comments: N/ A

☒ SALE/TRANSFER HISTORY & ANALYSIS OF SUBJECT PROPERTY

According to the following data source(s): County Assessor , the subject property:

◉ Has not transferred ☐ in the past one year. ☒ in the past three years. ☐ in the past five years.

○ Has transferred ☐ in the past one year. ☐ in the past three years. ☐ in the past five years.

○ All prior sales or transfers occurring in the past 3 years prior to the Effective Date of Appraisal are listed below.

Date of Sale/Transfer	Price of Sale/Transfer	Seller	Buyer	Data Source(s)	Effective Date of Data Sources

Subject Sale/Transfer History Analysis/Comments: _____

☒ SALE/TRANSFER HISTORY & ANALYSIS OF COMPARABLE SALES

According to the following data source(s): County Assessor ,

all prior sales or transfers occurring in the past 1 year prior to the most recent date of sale or transfer are listed below.

PRIOR SALE/TRANSFER #	COMPARABLE #	COMPARABLE #	COMPARABLE #
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			
PRIOR SALE/TRANSFER #	COMPARABLE #	COMPARABLE #	COMPARABLE #
Date of Sale or Transfer			
Price of Sale or Transfer			
Seller			
Buyer			
Data Source(s)			
Effective Date of Data Source(s)			

Comparables Sale/Transfer History Analysis/Comments: None of the comparable sales have transferred within the previous 12 month period.

Form MPA4 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

☒ ADDITIONAL CERTIFICATIONS

The Appraiser certifies and agrees that:

(1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (''USPAP'').

(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ ENVIRONMENTAL LIMITING CONDITIONS

The appraiser's opinion of value is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☒ HIGHEST & BEST USE ANALYSIS

Analysis/Comments: The highest and best use is single family residential.

○ As Vacant:

○ As Improved:

☒ EFFECTIVE DATE OF APPRAISAL (if not current, see comments).

This appraisal report reflects the following value: ☒ Current ☐ Retrospective ☐ Prospective

Effective Date of the Appraisal: 03/23/2026

Comments on the Effective Date

☐ ADDITIONAL COMMENTS

☒ APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD STATE CERTIFIED RESIDENTIAL CR2256 CHRIS M. HAMAKER

Appraiser's Signature Inspection Date 03/23/2026 Signed Date 03/24/2026

Appraiser's Name Chris Hamaker Phone # (479) 251-8600

State AR ☐ License or ☒ Certification # CR2256 Exp. 06/30/2026 Tax ID # 84-1647202

☐ Appraiser is certified under the following CE program(s).

☐ CO-SIGNING APPRAISER'S CERTIFICATION

○ The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.

○ The co-signing appraiser has not personally inspected the interior of the subject property and:

○ has not inspected the exterior of the subject property and all comparable sales listed in the report.

○ has inspected the exterior of the subject property and all comparable sales listed in the report.

○ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.

○ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☐ CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser's Signature Inspection Date Signed Date

Co-Signing Appraiser's Name Phone #

State ☐ License or ☐ Certification # Exp. Tax ID #

☐ Co-Signing Appraiser is certified under the following CE program(s):

Form MPA4 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Scope of Work

File No. 260305

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Clarification of Scope of Work and Intended Users

Intended Users - The intended user of this appraisal report is the client. The intended use is to evaluate the property that is the subject of this appraisal for a Floodplain Buyout, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser.

The Appraiser does not intend use of this appraisal and appraisal report by other users. Unless otherwise identified by the Client as being an Intended User, all other third parties are considered to be unintended users, including, but not limited to the current owner of the subject property, the borrower in the pending loan transaction, other mortgage lending institutions and other governmental agencies not involved in the mortgage lending process. Specifically, any potential buyers or outside lenders contemplating purchase or mortgage activity on this property are urged to seek a separate opinion of value from a competent and duly licensed/ certified appraiser. Any additional requests in this assignment by third parties must be requested in writing and may either be declined or, if performed, may be subject to additional billing to recover costs associated with such requests.

Intended Use – The Intended Use of this appraisal and appraisal reports as stated in the report form is "for the client to evaluate the property that is the subject of this appraisal for personal purposes only." No other intended uses have been communicated to the Appraiser and none are assumed.

Pursuant to USPAP SR1-2.a, this appraisal is developed strictly and solely in accordance with those intended uses communicated to the Appraiser at the time of engagement.

If a third party to this appraiser-client relationship desires an appraisal for their own uses, they are urged to seek one developed specifically for their uses from a competent and appropriately licensed/ certified appraiser. The Appraiser in this assignment cannot accept responsibility for uses not otherwise identified at the time of engagement. Therefore, the Appraiser does not intend use of this appraisal report for other purposes.

Use – Reading the appraisal report or processing he report does not constitute use. Relying on the appraisal report to understand how the appraiser developed the opinion of value does not constitute use. Use means relying on the appraisal report to make a decision or to take an action.

The purpose of the Appraiser's clarification of the Intended Users and Intended Use is to establish specific expectations for this work-product in compliance with USPAP, as opposed to the additional undisclosed and/ or unknowable expectations as are omitted in the form report. Any criticism of this apparent contradiction should be directed to the weaknesses of the language used in the form, which is considered a vehicle for communicating the results of an appraisal developed and reported by the Appraiser.

Adequacy of Scope – The Appraiser has proposed, and the Client has agreed (prior to submission), that the level of development and reporting detailed above is sufficient to address the substantiate criteria of a reasonable Scope of Work within the context of the Intended Users and Intended Use. With the exception of revisions made for the purpose of correction of any errors, the Appraiser does not anticipate further development or reporting requirements for this assignment. Any additional requests from the Client or any third parties may represent a change in the assignment conditions and require the development of a new assignment. With the exception of corrections or any errors or omissions, any additional requests must be made in writing and may be subject to additional billing to recover the costs associated with the additional work. The appraisal is based on the information gathered by the Appraiser from public records, other identified sources, complete visual observation of the subject property, its neighborhood, and selection of comparable sales within the subject's market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable was used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

The appraiser is not a home inspector and the appraisal report is not a home inspection. The appraisal report cannot be relied upon to disclose hidden defects that are not apparent from a visual observation of the surfaces of the subject property from standing height. The testing of systems (structural, electrical, mechanical, heating, cooling, plumbing) and components (such as appliances, fixtures, doors, windows, etc.) lies outside the scope of this appraisal assignment.

This report is not intended for use by anyone for the purpose of identifying and adverse conditions in the subject's systems and components that might be revealed by any inspections by licensed professionals in any relevant field. This appraisal does not guarantee that the subject property is free of undetected problems, possible defects or environmental hazards that could exist.

ARKANSAS APPRAISER REGULATORY & CERTIFICATION BOARD
STATE CERTIFIED RESIDENTIAL CR2256
CHRIS M. HAMAKER

Signature		Signature	
Name	Chris Hamaker	Name	
Date Signed	03/24/2026	Date Signed	
State Certification #	CR2256 State AR	State Certification #	State
Or State License #	State	Or State License #	State

Scope of Work

File No. 260305

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Complete visual observation of the interior area of the subject property: A visual observation from standing height of the accessible areas and unobstructed, exposed surfaces of the living area without removal of personal possessions. It includes the visual observation of attached automobile storage, if any, as well as any attached accessory buildings judged by the appraiser to have contributory value.

Complete visual observation of the exterior area of the subject property: A visual observation of the unobstructed, exposed, and accessible perimeter of the residential improvements from standing height. It includes the visual observation of attached automobile storage, if any, as well as any attached accessory buildings judged by the appraiser to have contributory value.

Living area: Living area is defined as legal, finished, permanently heated, living space contiguous with other living area and regarded by a typical purchaser as being habitable and as having utility. The visual observation of the attic, the crawl space, any unfinished basement, and below grade storage is based on HUD's "head and shoulders" requirement. This appraisal report conforms to The American National Standards Institute ANSI Z765-2021.

This appraisal utilizes digitized electronic signatures that prevent altering of the appraisal report in any manner without the removal of the Appraiser's signature. These signatures are secure and irrevocable, binding the Appraiser(s) to the accuracy and completeness of the appraisal report.

Additional Comments

The comments in this addendum are intended to expand on the information provided on the form appraisal. It is our desire to ensure that the client fully understands the appraisal process and methodology as well as the facts pertinent to the valuation of the subject property. The expanded narrative provided in this addendum is an effort to clarify those areas of the report that we have found to cause the most concern to our clients.

In the market grid, ROOM COUNT contains an adjustment for bathrooms. The next line, GROSS LIVING AREA (GLA), contains the adjustment for GLA, total room count and bedroom count as a single adjustment. Note that any extreme in living area and / or room count may result in a functional utility adjustment under the separate line UTILITY.

The sketch of the subject property is primarily to assist the reader (reviewer) in visualizing the property as we have seen it from the visual inspection of the subject property. The floor plan provided is not intended to duplicate the builder's plan to scale, but rather to be a guide to the reviewer in evaluating normal traffic patterns within the property.

Areas of limited access (attic, crawl spaces, eaves, etc.) may not necessarily be inspected due to limited access. For the purposes of this appraisal, a condition for any such applicable area is determined after a visual inspection of related/ adjoining parts of the structure. An appraiser is a trained and experienced observer of real estate, but recognizing, detecting, or measuring contamination is often beyond the scope of the appraiser's expertise. Remediation and compliance cost estimation involves knowledge and experience beyond that of most appraisers.

This inspection is not intended to serve as a termite inspection, although any observed problems are noted in the appraisal. The buyer or homeowner should contact a qualified inspectional professional for this service if so desired.

In the preparation of this appraisal some or all of the photographs may be digitized. In no case have the photos been altered or manipulated in any manner. All photos are accurate representations of the properties.

Opinions or estimates expressed herein represent the Appraiser's best judgment, but should not be construed as advice or recommendation to act. The Appraiser should be contacted with any questions before this report is relied upon for decision making. This appraisal represents an estimate of value based on analysis of information known to the Appraiser at the time of engagement. The Appraiser and Boston Mountain Real Estate, Inc. do not assume any responsibility for incorrect analysis due to incorrect or incomplete information, which was provided to the Appraiser. If new data or documentation is provided to the Appraiser, the value in this report is subject to change based on the significance of this new data.

Soils known to be unstable (shrink or swell) exist in Northwest Arkansas. This type of soil condition causes the soil around the foundation of a dwelling to expand and contract due to changes in its water content. Indications of this problem include:
Foundation walls that are buckled or bowed.
Doors and window that stick or do not open.
Cracks in the foundation walls.
Cracks in the exterior walls.
Cracks in the interior walls and ceilings.
Sunken or buckled interior concrete floors.
While the Appraiser has made a diligent observation of the subject property and none of the indicators were noted, the only way to insure that this problem is not present is to have the property tested or inspected by a professional in that field.

ARKANSAS APPRAISER REGULATORY & CERTIFICATION BOARD
STATE CERTIFIED RESIDENTIAL CR2256
CHRIS M. HAMAKER

Signature			Signature		
Name	Chris Hamaker		Name		
Date Signed	03/24/2026		Date Signed		
State Certification #	CR2256	State AR	State Certification #		State
Or State License #		State	Or State License #		State

Scope of Work

File No. 260305

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Comments on the Sales Comparison Analysis

The comparable sales are adjusted for site and location to note differences in estimated market differences between the subject and comparables listed in this report.

Quality of construction differences are noted between the subject and comparables based on the workmanship and materials used. The construction differences are noted for interior and exterior quality.

The comparables effective ages have been adjusted between the subjects effective age to represent differences in physical depreciation.

Since not every subject can be compared to "ideal" comparable sales, the Appraiser has chosen what are believed to be the best comparable sales available from a thorough and extensive search for comparable sales data in the subject's market. The sales selected for use in the analysis are considered to be the best indicators of value for the subject property. Other sales reviewed would have required excessive adjustments and were not considered to be as reliable as the comparable sales chosen.

Adjustments with the Sales Comparison Analysis are based on the market extraction method, generally employing the matched pair process, and not specifically based on cost figures.

To the best of the Appraisers knowledge, all comparable sales were sold with no special or creative financing or sales concessions. Closing costs paid by the sellers of the comparable properties are equivalent to typical financing terms offered by third party institutional lenders in the local market. In the Appraiser's opinion, these sales represent typical market financing transactions. The sales prices are not considered to be inflated due to special or excessive financing concessions. The indicated values of the comparable sales reflect the value of the subject real estate and include only those sellers closing costs normally paid by tradition or law in the market area.

Gross living areas shown for the comparable sales are estimates based on information from one or more of the following sources: Northwest Arkansas Multiple Listing Service (MLS), county/ city tax records, real estate agents, homeowners, builders, appraisers, interoffice data bank, or actual measurements. Slight variations in size will have no effect on the estimate of value. Gross living area adjustments are not adjusted for square footage differences of five percent or less. All comparable sales are settled to the best of the Appraiser's knowledge. Verification is with county records and/ or the Realtor.

The appraiser certifies and agrees that this appraisal report was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD
STATE CERTIFIED RESIDENTIAL CR2256
CHRIS M. HAMAKER

Signature		Signature	
Name	Chris Hamaker	Name	
Date Signed	03/24/2026	Date Signed	
State Certification #	CR2256 State AR	State Certification #	State
Or State License #	State	Or State License #	State

Subject Photo Page

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Subject Front

2400 W Valley Dr

Sales Price	N/ A
GLA	1,093
Total Rooms	5
Total Bedrms	2
Total Bathrms	1.5
Location	Suburban/ Avg
View	Residential/ Avg
Site	16,393 sf
Quality	Average
Age	59

Subject Rear

Subject Street

Subject Photo Page

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Living Room

2400 W Valley Dr

Sales Price	N/ A
G.L.A.	1,093
Tot. Rooms	5
Tot. Bedrms.	2
Tot. Bathrms.	1.5
Location	Suburban/ Avg
View	Residential/ Avg
Site	16,393 sf
Quality	Average
Age	59

Kitchen

Dining

Subject Photo Page

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Bedroom

2400 W Valley Dr

Sales Price	N/ A
G.L.A.	1,093
Tot. Rooms	5
Tot. Bedrms.	2
Tot. Bathrms.	1.5
Location	Suburban/ Avg
View	Residential/ Avg
Site	16,393 sf
Quality	Average
Age	59

Bedroom

Mechanical

Subject Photo Page

Borrower	N/ A						
Property Address	2400 W Valley Dr						
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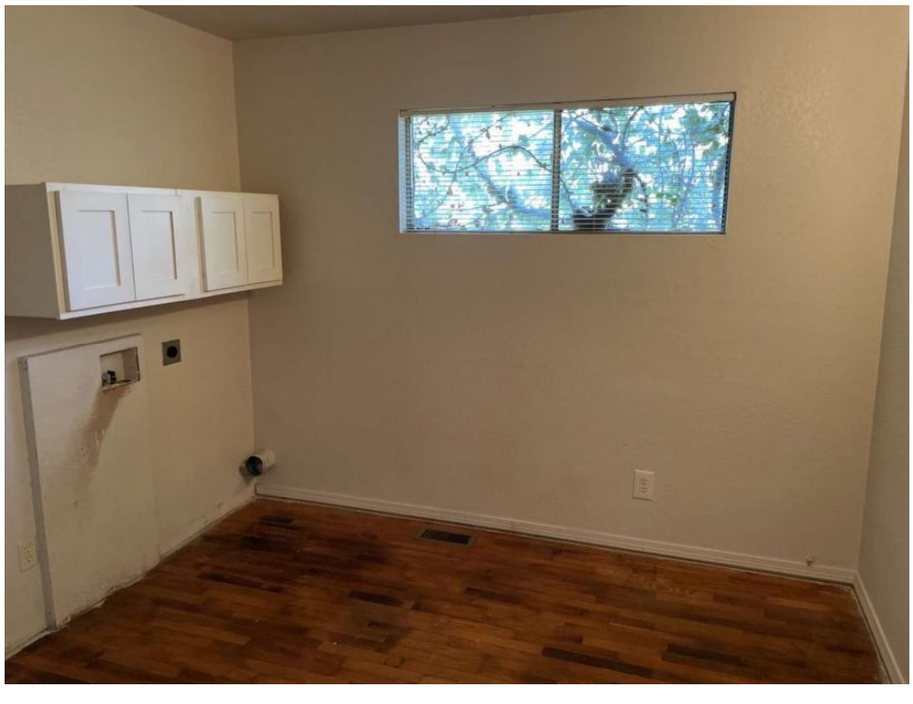
Lender/Client	City of Fayetteville						

Half Bathroom

2400 W Valley Dr

Sales Price	N/ A
G.L.A.	1,093
Tot. Rooms	5
Tot. Bedrms.	2
Tot. Bathrms.	1.5
Location	Suburban/ Avg
View	Residential/ Avg
Site	16,393 sf
Quality	Average
Age	59

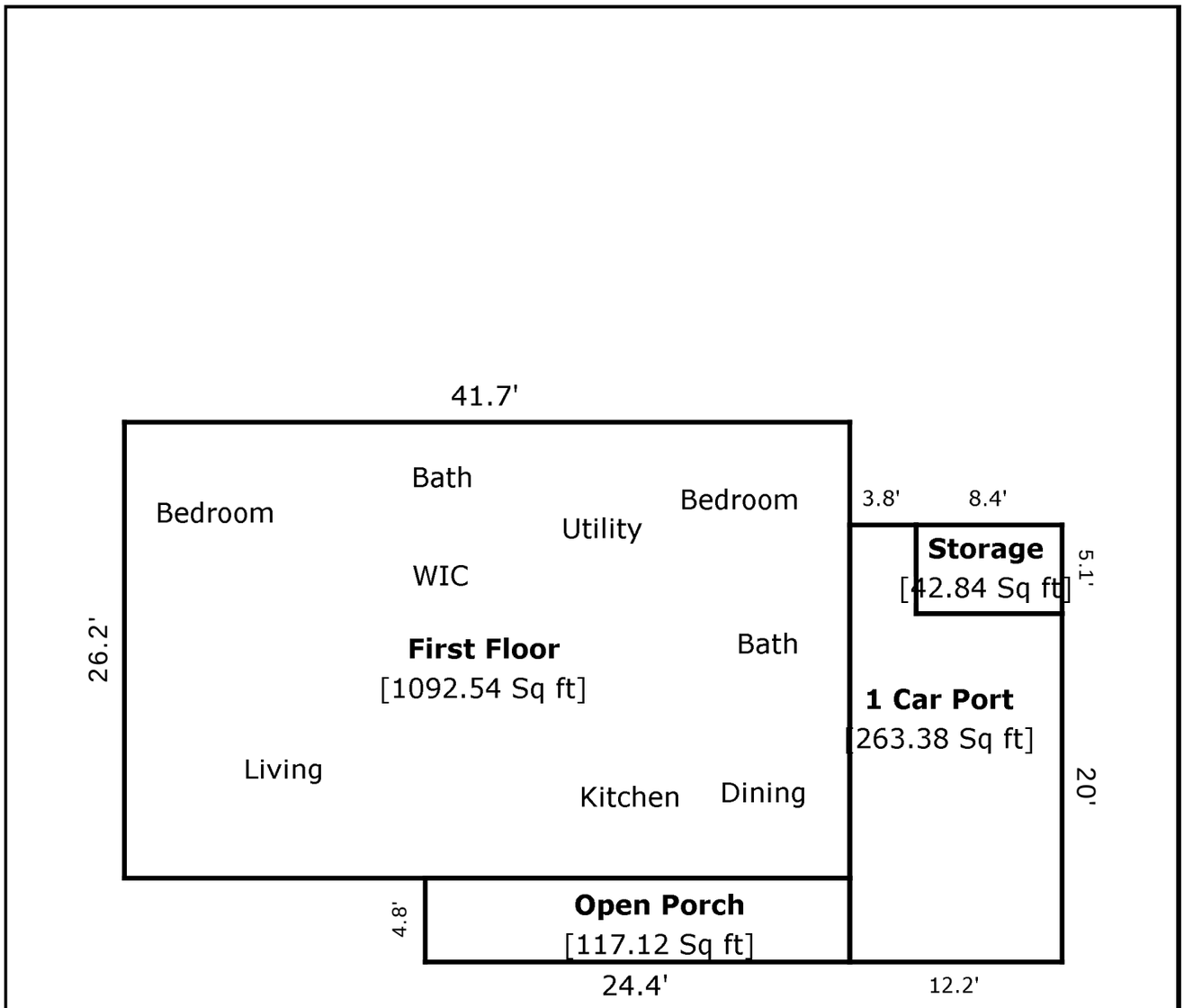
Bathroom



Utility

Building Sketch

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		**Calculation Details**	
First Floor	1092.5 Sq ft	41.7 × 26.2	= 1092.5
Total Living Area (Rounded):	**1093 Sq ft**		
Non-living Area			
Storage	42.8 Sq ft	8.4 × 5.1	= 42.8
1 Car Port	263.4 Sq ft	3.8 × 5.1	= 19.4
		20 × 12.2	= 244
Open Porch	117.1 Sq ft	24.4 × 4.8	= 117.1

Comparable Photo Page

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

Comparable 1

2227 W Hatfield St

Proximity	0.16 miles E
Sale Price	224,000
GLA	1,128
Total Rooms	6
Total Bedrms	4
Total Bathrms	1.0
Location	Suburban/ Avg
View	Residential/ Avg
Site	17,424 sf
Quality	Average
Age	59

Comparable 2

1119 S Ellis Ave

Proximity	2.31 miles SE
Sale Price	200,000
GLA	984
Total Rooms	5
Total Bedrms	3
Total Bathrms	1.0
Location	Suburban/ Avg
View	Residential/ Avg
Site	12,632 sf
Quality	Average
Age	65

Comparable 3

1224 N Turner Ave

Proximity	0.34 miles E
Sale Price	255,000
GLA	1,021
Total Rooms	6
Total Bedrms	3
Total Bathrms	1.0
Location	Suburban/ Avg
View	Residential/ Avg
Site	12,632 sf
Quality	Average
Age	63

Flood Map

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						

InterFlood by a la mode

Prepared for: Boston Mountain Real Estate
2400 W Valley Dr
Fayetteville, AR 72703

MAP DATA

FEMA Special Flood Hazard Area: **Yes**
Map Number: **05143C0204G**
Zone: **AE**
Map Date: **January 25, 2024**
FIPS: **05143**

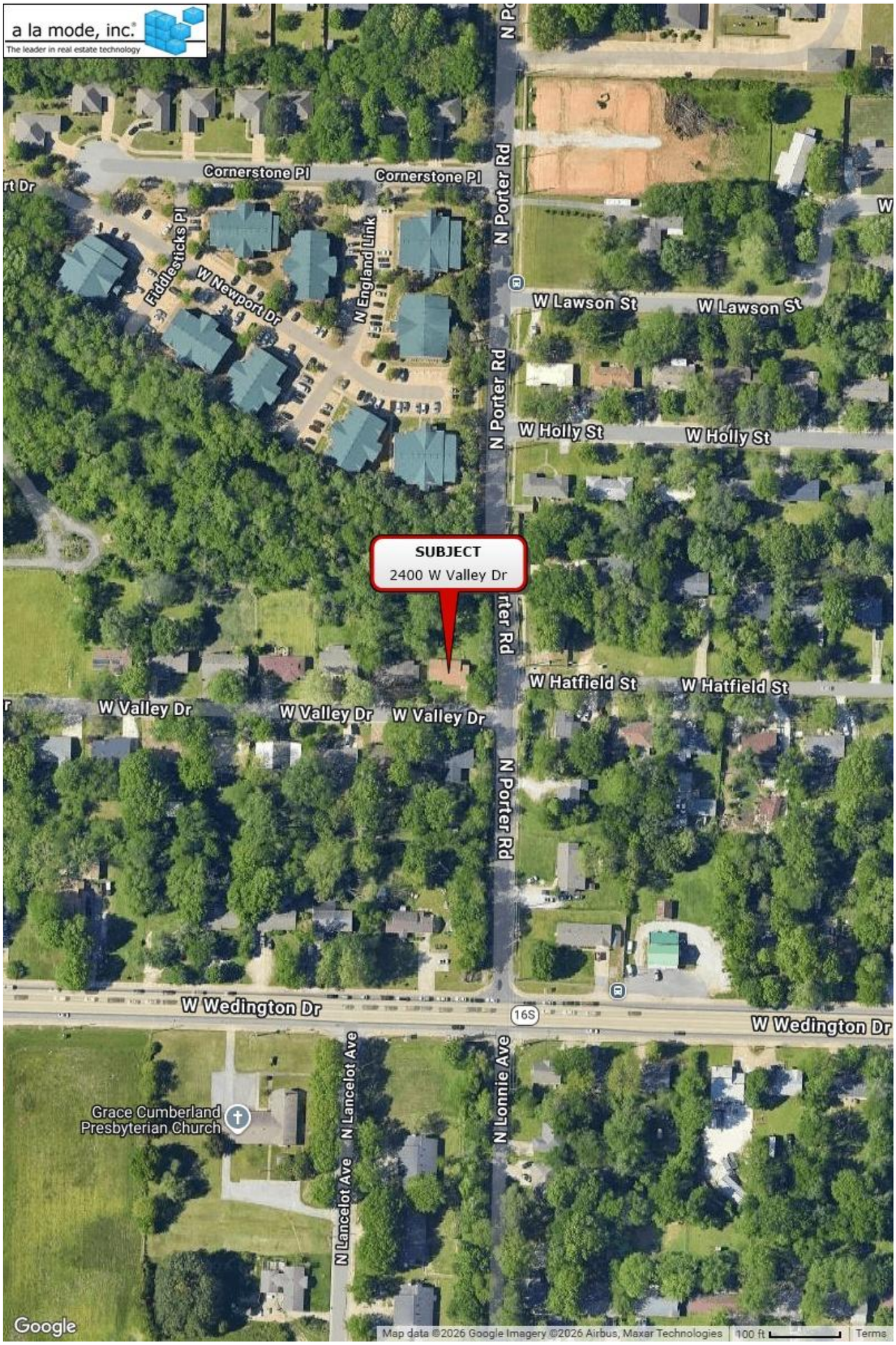
Powered by CoreLogic®

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

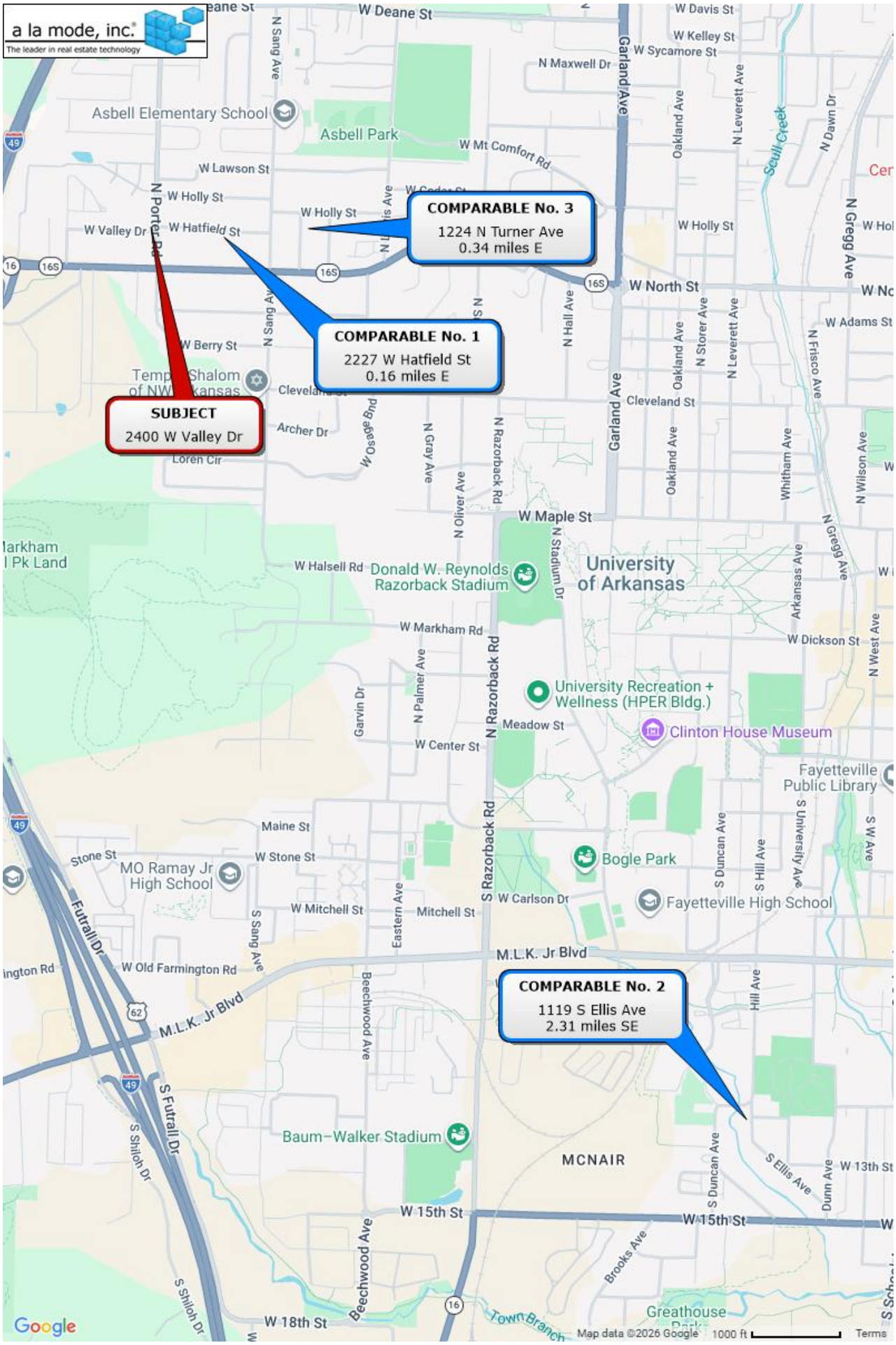
Aerial Map

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						



Location Map

Borrower	N/ A						
Property Address	2400 W Valley Dr						
City	Fayetteville	County	Washington	State	AR	Zip Code	72703
Lender/Client	City of Fayetteville						



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Real Estate Contract (Residential)

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FORM SERIAL NUMBER: *024036-400177-2572071*

1. PARTIES: *The City of Fayetteville*

(individually or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property"):

2. This Property is ☒ Single family detached home with land ☐ One-to-four attached dwelling with land

☐ Manufactured / Mobile Home with land

☐ Builder Owned older than 1 year (Seller to provide FTC Insulation Requirement Addendum) ☐ Condominium / Town Home

ADDRESS AND LEGAL DESCRIPTION:
2400 W VALLEY DR FAYETTEVILLE, AR 72703

LOT 21 OF S T RUSSELL S/D

OF WASHINGTON COUNTY, AR S07-T16-R30

PARCEL: 765-11077-000

3. PURCHASE PRICE: Subject to the following conditions, Buyer shall pay the following to Seller and, if so stated in Paragraph 3B assume the following obligations of Seller for the Property (the "Purchase Price"):

☒ **A. PURCHASE PURSUANT TO NEW FINANCING:** Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, the Purchase Price shall be the exact sum of $ *225,000.00*

Down payment, loan amount, interest rate and other terms of financing to be negotiated between Buyer and creditor.

Loan type will be:

☐ **CONVENTIONAL.**

☐ **VA.** ***(Continues on Page 2 for "VA NOTICE TO BUYER")***

☐ **FHA.** ***(Continues on Page 2, for "FHA NOTICE TO BUYER")***

☐ **USDA-RD.** ☐ **Direct** ☐ **Lender**

☒ **OTHER FINANCING: Subject to Buyer's ability to obtain financing (other than stated above) as follows:**
Cash payment from the City of Fayetteville

☐ **B. PURCHASE PURSUANT TO LOAN ASSUMPTION (See Loan Assumption Addendum attached)**

☐ **C. PURCHASE PURSUANT TO CASH:** Cash at Closing in the exact sum of $

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FORM SERIAL NUMBER: *024036-400177-2572071*

3. PURCHASE PRICE: (continued from Page 1)

☐ **IF LOAN TYPE IS VA, I ACKNOWLEDGE THE FOLLOWING "VA NOTICE TO BUYER:"** It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete this purchase of the Property described herein, if the Real Estate Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of consummating this Real Estate Contract without regard to the amount of the reasonable value of the Property established by the Department of Veterans Affairs. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the Department of Veterans Affairs and which Buyer represents will not be from borrowed funds. If Department of Veteran's Affairs reasonable value of the Property is less than the Purchase Price, Seller may reduce the Purchase Price to an amount equal to the Department of Veterans Affairs reasonable value and the parties to the sale shall close at such lower Purchase Price with appropriate adjustments to Paragraph 3 above.

☐ **IF LOAN TYPE IS FHA, I ACKNOWLEDGE THE FOLLOWING "FHA NOTICE TO BUYER:"** It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money Deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $_____. Buyer shall have the privilege and option of consummating this Real Estate Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

We hereby certify the terms and conditions of this Real Estate Contract are true to the best of our knowledge and belief and any other agreement entered into by any of the parties in connection with this real estate transaction is part of, or attached to, this Real Estate Contract.

☐ **Buyer has received HUD/FHA's Form No. HUD-92564-CN, "For Your Protection: Get a Home Inspection."**

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4. AGENCY: (check all that apply)

☒ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.

☐ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.

☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:

(i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 4C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.

(iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

☐ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.

☐ **E. LISTING FIRM REPRESENTS SELLER (NO SELLING FIRM):** Buyer acknowledges Listing Firm and all licensees associated with Listing Firm are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that at first contact, Listing Firm verbally disclosed that Listing Firm represents Seller. Any reference to "Selling Firm" in this Real Estate Contract will be considered to mean Listing Firm, both Buyer and Seller acknowledging that all real estate agents (unless Buyer is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Seller.

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5. **LOAN AND CLOSING COSTS:** Unless otherwise specified, all of Buyer's closing costs, including origination fees, assumption fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's creditor or any additional fees charged by Closing Agent(s), are to be paid solely by Buyer except for costs that cannot be paid by Buyer. If Buyer is obtaining a VA or FHA loan, the "Government Loan Fees" shall be paid by Seller, up to the sum of $_____ (the "Seller Loan Cost Limit"), which is not included in any loan or closing cost provisions listed below. Notwithstanding any provision to the contrary, should the Government Loan Fees exceed the Seller Loan Cost Limit, Seller shall have the option to either pay such excess amount or terminate this Real Estate Contract and have the Earnest Money returned to Buyer. Seller is to pay Seller's closing costs. ***Seller to pay Realtor Fees/Commission as described in paragraph 33.***

Should Buyer be entitled to a credit at Closing for repairs pursuant to Paragraph 16 of this Real Estate Contract, the amount of such credit shall be reflected on the settlement statement(s). Buyer and Seller warrant all funds received by Buyer from Seller (or other sources) will be disclosed to the Closing Agent(s) and reflected on the settlement statement(s).

6. **APPLICATION FOR FINANCING:** If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide creditor with any requested information and pay for any credit report(s) and appraisal(s) required upon request. Unless otherwise specified, if said loan is not consummated or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to consummate is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. **EARNEST MONEY:**

☐ **A.** Yes, see Earnest Money Addendum.

☒ **B.** No.

8. **NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from market. The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding Deposit. Buyer expressly acknowledges The Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account. "If Buyer is obtaining Government Financing (FHA, VA or other) Buyer is encouraged to confirm with legal counsel and lender if a Non-Refundable Deposit is allowed."

☒ **A.** The Deposit is not applicable.

☐ **B.** Buyer will pay to Seller the Deposit in the amount of $_____

☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller; or

☐ ii. Within three (3) business days following agreement to repairs on Inspection, Repair & Survey Addendum; or

☐ iii. Other: _____

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9. **CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 33. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed free from any liens, leaseholds or other interests.

10. **TITLE REQUIREMENTS: As per RESPA AND CONSUMER FINANCIAL PROTECTION BUREAU (CFPB) requirements, Buyer and Buyer's Lender have the right to determine where Buyer or Buyer's Lender will purchase title insurance and other settlement services.**

Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

☐ **A.** Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance cost in excess of the cost of a standard owner's title policy.

☒ **B.** Buyer and Seller shall equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price); however, if Buyer and Seller choose to close at different title companies, subparagraph (A) above would control as to the allocation of title insurance costs. In the event the Loan Amount exceeds the Purchase Price, Buyer agrees to pay any additional title insurance premium in excess of Purchase Price.

☐ **C.** Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

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11. **SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

☐ **A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing all improvements, easements and any encroachments will be provided and paid for by:

☐ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☐ **B.** Buyer declines survey.

☒ **C.** Other: ***Buyer may choose to purchase a new survey at buyer's cost prior to closing.***

Should Buyer agree to accept the most recent survey provided by Seller, which shall be for information purposes only, or should Buyer decline a new Survey, Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

12. **PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein. Buyer and Seller agree to prorate general ad valorem taxes based on the best information available at Closing. Buyer and Seller agree to hold any Closing Agent(s) selected by Buyer and Seller, Listing Firm and Selling Firm harmless for error in such tax proration computation caused by unknown facts or erroneous information (or uncertainty) regarding the Homestead Tax Exemption adopted by the voters of the State of Arkansas in the Year 2000, as amended from time to time.

13. **FIXTURES AND ATTACHED EQUIPMENT**: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, antennas, fireplace inserts, solar panels, _____

_____

and any items bolted, nailed, screwed, buried or otherwise attached to the Property in a permanent manner. Television satellite receiver dish, cable wiring, water softeners, and propane and butane tanks also remain, if owned by Seller. Buyer is aware the following items are not owned by Seller or do not convey with the Property: _____

_____

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14. OTHER CONTINGENCY:

☒ **A.** No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

☐ **B.** This Real Estate Contract is contingent upon:

_____

_____

_____

on or before (month)_____ (day)_____, (year)_____.

During the term of this Real Estate Contract **(Select one)**:

☐ **(i) Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the "Seller's Contingency Notice Addendum" (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice, or (b) five (5) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes the contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money.

All time constraints in this Real Estate Contract referred to in Paragraphs 6, 16B, 17, 19B, 20B, 21B, and 22 refer to the time (choose one)

☐ Buyer removes the contingency or

☐ time of Real Estate Contract acceptance.

☐ **(ii) Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and any subordinate Real Estate Contracts entered into by Seller shall not affect this Real Estate Contract.

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15. HOME-WARRANTY PLANS: Buyer has been given the opportunity to obtain a Home Warranty Plan. The Home Warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible and the specific terms of the Home Warranty Contract:

☒ **A.** No Home Warranty provided.

☐ **B.** A one-year limited Home Warranty Plan provided by _____ Company, _____ plan. Plan paid for by _____ at a cost not to exceed $_____ plus sales tax.

☐ **C.** A one-year limited Home Warranty Plan provided by a Home Warranty Company, and specific plan coverage selected by Buyer prior to closing. Plan paid for by _____ at a cost not to exceed $_____ plus sales tax.

☐ **D.** Other: _____

If a Home Warranty Plan is selected the contract will not imply any warranty by Seller after Closing. Coverages vary and the coverage received is solely set forth in the home-warranty documents between Buyer and Home Warranty Company, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.

16. INSPECTION AND REPAIRS:

☐ **A.** Subject to Paragraph 26, the sale of the Property, in its condition as existing on the date Buyer signed this Real Estate Contract, shall take place on an "AS IS, WHERE IS, WITH ALL FAULTS BASIS" and Buyer acknowledges and agrees to voluntarily waive and decline any right to further inspect or require repair of the Property. An example are the rights declined and waived by Buyer in Paragraph 16B of this Real Estate Contract.

☒ **B.** Buyer shall have the right, at Buyer's expense, with the cooperation of Seller, to inspect the electrical, mechanical, plumbing, environmental conditions, appliances, and all improvements, structure(s) and components on or about the Property (collectively the "Inspection Items") within TEN (10) BUSINESS DAYS after the date this Real Estate Contract is accepted. Seller, Listing Firm and Selling Firm recommend Buyer use a representative(s) chosen by Buyer to inspect Inspection Items. **Buyer is not relying on Listing Firm or Selling Firm to choose a representative to inspect or re-inspect Inspection Items; Buyer understands any representative desired by Buyer may inspect or re-inspect Inspection Items.** Buyer shall neither make nor cause to be made, unless authorized by Seller in writing, any invasive or destructive Buyer inspections or investigations. Seller agrees to have all utilities connected and turned on to Property to allow Buyer to inspect and re-inspect Inspection Items. If Property being purchased is not new, Buyer acknowledges Inspection Items may not be new. Buyer does not expect Inspection Items to be like new and recognizes ordinary wear and tear to Inspection Items is normal. For the purpose of this Paragraph 16B, "normal working order" means that Inspection Items function for the purpose for which they are intended. The fact any or all Inspection Items may cease to be in normal working order, be discovered or occur, after Closing, shall not require repair by Seller, or provide legal or other liability to Seller, Listing Firm or Selling Firm.

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16. INSPECTION AND REPAIRS: (continued from page 8)

If Buyer elected to inspect the Inspection Items, Buyer shall deliver an Inspection, Repair and Survey Addendum to Seller or Listing Firm within the allotted ten (10) business day period so the Inspection, Repair, and Survey Addendum is actually received by Seller or Listing Firm within the allotted (10) business day period, stating inspections have been performed and listing all items Buyer requests the Seller to repair or stating no repairs are requested. If Buyer is not satisfied with a personal or professional inspection and elects to terminate this Real Estate Contract, both Buyer and Seller agree to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. If Buyer requests repairs, Seller shall have (5) business days to respond to the Buyer's repair request. If Seller does not respond within the allotted (5) business days, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover Earnest Money and both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer and Seller are not able to negotiate requested repairs, Buyer and Seller agree this Real Estate Contract is terminated and further agree to sign a Termination of Contract Addendum. **IN THE EVENT BUYER DOES NOT MAKE THE NECESSARY REQUIRED INSPECTIONS OR DOES NOT PRESENT THE INSPECTION, REPAIR AND SURVEY ADDENDUM TO SELLER OR LISTING FIRM IN THE ALLOTTED TEN (10) BUSINESS DAY TIME PERIOD, BUYER WAIVES ALL RIGHTS TO A RE-INSPECTION AND ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL FUTURE REPAIRS AND THE CONDITION OF THE PROPERTY.**

If Buyer timely inspected Property and Seller received the Inspection, Repair and Survey Addendum within the time period set forth above, Buyer shall have the right to re-inspect all Inspection Items immediately prior to Closing to ascertain whether Inspection Items are in normal working order and to determine whether all requested and accepted repairs have been made. If Inspection Items are found not to be in normal working order upon re-inspection, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money and, in the event termination is elected, both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer closes on Property believing conditions exist at Property that require repair as allowed by this Paragraph 16B, Buyer waives all right to assert a claim against Seller, Selling Firm or Listing Firm concerning the condition of Property. Buyer understands and agrees that, pursuant to the terms of Paragraph 16B, Buyer will be accepting Property at Closing "AS IS, WHERE IS AND WITH ALL FAULTS".

17. THIRD PARTY REQUIREMENTS:

Any requirements for repair by FHA, VA, USDA-RD, the creditor, termite control company or other "third party" requirements shall be delivered to Seller promptly upon receipt by Buyer. Seller shall have five (5) business days to respond to "Third Party" requirements upon receipt or Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) terminate this Real Estate Contract and recover the Earnest Money with Buyer and Seller agreeing to sign the Termination of Contract Addendum. If Buyer and Seller are unable to negotiate for the requested "Third Party" Requirements to be performed, this contract may be terminated with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.
Buyer shall have the right to re-inspect all "Third Party" Requirements immediately prior to closing to ascertain whether "Third Party" Requirements have been made. If Buyer finds "Third Party" Requirements have not been made, Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" Requirements, or (2) terminate this contract and recover the Earnest Money with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

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18. RESTRICTIVE COVENANTS AND PROPERTY OWNER'S ASSOCIATION: Restrictive covenants governing the use and occupancy of the Property have been or will be recorded in the county's real property records. A copy of the restrictive covenants may be obtained from the county clerk.

☒ The Property is not subject to mandatory membership in an owner's association.

☐ The Property is subject to a mandatory membership in an owner's association. Buyer is obligated to be a member of and pay assessments to the owner's association. The amount of the assessment is subject to change. A dedicatory instrument governing the establishment, maintenance, and operation of this residential community has been or will be recorded in the county's real property records. A copy of the dedicatory instrument may be obtained from the county clerk.

☐ See Owners Association Addendum attached.

19. SELLER PROPERTY DISCLOSURE:

☐ **A.** Buyer and Seller acknowledge that upon the authorization of Seller, Buyer has received and reviewed Section 1 of the Seller Property Disclosure prior to the execution of this Real Estate Contract but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 32 of this Real Estate Contract, nor the rights provided Buyer in Paragraph 16. Buyer and Seller agree to complete the remaining required sections of the Seller Property Disclosure prior to Closing.

☒ **B.** Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days, after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money . Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 32 of this Real Estate Contract, nor the rights provided to Buyer in Paragraph 16.

☐ **C.** Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 32 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.

☐ **D.** Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 32 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND THE LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.

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20. TERMITE CONTROL REQUIREMENTS:

- [x] **A.** None
- [ ] **B.** A Letter of Clearance (Wood Infestation Report) requiring a Termite Protection Contract with a One-Year (1) Warranty to include treatment if allowed by applicable law and the Arkansas State Plant Board and full protection plan shall be provided by Seller at Seller's cost at Closing. Seller shall order a proposal from a licensed Termite Contractor within ten (10) business days after acceptance of this Real Estate Contract. All repairs necessary to allow issuance of such Termite Protection Contract, excluding a new Termite Protection Treatment, are to be part of the Third-Party Requirements pursuant to Paragraph 17. If Buyer is obtaining financing, such Termite Protection Contract shall be in a form acceptable to the creditor and Buyer.
- [ ] **C.** Other: _____

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- [ ] **A.** Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- [x] **B.** Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with Earnest Money returned to Buyer and, with neither Buyer nor Seller having further obligation to the other thereafter. Buyer shall submit any request for abatement repairs in writing as part of the Third-Party Requirements specified in Paragraph 17 of the Real Estate Contract. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

22. INSURANCE: This Real Estate Contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the Property within ten (10) business days after the acceptance date of this Real Estate Contract. If Buyer does not deliver to Seller or Listing Firm a written notice from an insurance company within the time set forth above of Buyer's inability to obtain homeowner/hazard insurance on the Property, this condition shall be deemed waived (but without waiver of conditions, if any, set in Paragraph 3) and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this Paragraph 22 and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, this Real Estate Contract shall be terminated, with Buyer and Seller agreeing to sign a Termination of Contract Addendum and Earnest Money returned to Buyer, subject to Earnest Money Addendum.

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23. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed and Buyer's completion, signing and delivery to Seller (or Closing Agent agreed to by Buyer & Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer (the "Closing"). Buyer and Seller agree the Closing date will be (month) ***May*** (day) ***25***, (year) ***2026***. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date, (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. ~~Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).~~ Initial M.R.

Buyer and seller agree that items redlined are hereby struck from this contract. Initials:

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's closing disclosure or other settlement statement(s) to Listing Firm (in addition to Seller) and Buyer's closing disclosure or other settlement statement(s) to Selling Firm (in addition to Buyer) so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 33 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 23 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

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24. POSSESSION: Possession of the Property shall be delivered to Buyer:

☒ **A.** Upon the Closing.

☐ **B.** Delayed Possession. (See Delayed Occupancy Addendum attached)

☐ **C.** Prior to Closing. (See Early Occupancy Addendum attached)

25. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

26. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds related to the Property fire loss or other casualty loss and receive the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys representing Buyer and Seller. If Buyer elects option (ii) above, Buyer shall be entitled to credit for the insurance proceeds up to the Purchase Price, and any insurance proceeds received by Seller over and above the Purchase Price shall be tendered to Seller at Closing. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

27. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

28. SEVERABILITY: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

29. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm without participating Broker's written consent. This Real Estate Contract may not be amended except in a writing signed by both Buyer and Seller. Neither Listing Firm nor Selling Firm may amend this Real Estate Contract by exchange of messages, verbally, or otherwise.

30. SUCCESSORS AND ASSIGNS: This Real Estate Contract shall be binding upon all heirs, successors, personal representatives, executors, administrators and, to the extent allowed in Paragraph 25, assigns.

31. DEFAULT: Upon failure of Buyer or Seller to timely fulfill all obligations under this Real Estate Contract, the non-defaulting party shall have all available rights and remedies provided by applicable law.

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32. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, COVENANTS, DEED RESTRICTIONS, CONDITION OF PROPERTY, MINERAL RIGHTS, AND SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

33. OTHER: ***Subject to City Council's approval of purchase and approval of appraisal results. Seller to Pay McNaughton Real Estate 5% of purchase price at closing for Listing Firm's commission fee. No Selling Firm fee is applicable. Seller to use City Title & Closing for title work and closing. Buyer may choose their own title company/attorney at their discretion as described in paragraph 10B.***

34. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in the Real Estate Contract. Unless otherwise specified, days as it appears in the Real Estate Contract shall mean calendar days. Further, all times and dates set forth in the Real Estate Contract refer to Arkansas Central time and date. If any Closing provided in this Real Estate Contract shall fall on a Saturday, Sunday or date upon which banks are not open in Arkansas, such performance shall be due on the first day thereafter.

Real Estate Contract (Residential)

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35. **ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 35) that all prevailing party (or parties if more than one) shall be entitled to an award of all costs and attorney's fees incurred in prosecution or defense of such action against the non-prevailing party (or parties if more than one).

36. **COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.

37. **FIRPTA COMPLIANCE; TRANSACTION REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller acknowledge and agree that they are not the Closing Agent and shall not be considered the "reporting person" in this transaction under any federal or state law. Buyer and Seller agree nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to (i) be the "reporting person" under (i) all other state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) all other state and federal laws, directives and regulations (including without limitation all reports required for cash transactions (if applicable), and (iii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. Any written agreement designating the "reporting person" under 26 USC Section 6045(e) shall also operate as the designation agreement required under 31 CFR 1031.320(c) for the purpose of identifying the "reporting person" responsible for filing the FinCEN Real Estate Report, when required, concerning the transfer of the Property. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as otherwise required by state, federal or other laws, directives or regulations. Seller will execute an affidavit confirming compliance with FIRPTA and as otherwise necessary for Closing Agent to fulfill the responsibilities in this paragraph 37, as prepared by the Closing Agent.

38. **LICENSEE DISCLOSURE**: Check all that apply:

- [X] **A.** Not Applicable.
- [ ] **B.** One or more parties to this Real Estate Contract acting as a [ ] Buyer [ ] Seller hold a valid Arkansas Real Estate License.
- [ ] **C.** One or more owners of any entity acting as [ ] Buyer [ ] Seller hold a valid Arkansas Real Estate License
- [ ] **D.** Neither party to this transaction is represented by any other licensee or broker / firm for the duration of this sale. Each party is self-representing their own interests. See attached Non-Representation Disclosure Addendum.

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Real Estate Contract (Residential)

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FORM SERIAL NUMBER *024036-400177-2572071*

Initial T.O

39. **EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) *March* (day) ~~*10*~~ *13* (year) *2026*, at *5:00* (am) ☐ (pm) ☒

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2026.

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC.ARKANSAS.GOV.

[SIGNATURE PAGES TO FOLLOW ON SUBSEQUENT PAGES]

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Real Estate Contract (Residential)

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FORM SERIAL NUMBER: *024036-400177-2572071*

The above Real Estate Contract is executed:

Buyer's Signature: Molly Rawn | Buyer's Signature: _____

Printed Name: ***Molly Rawn, Mayor*** | Printed Name: _____

Date/Time: 03/12/2026 | Date/Time: _____

The above Real Estate Contract is:

☒ **accepted**

Seller's Signature: Signed by: 51A8F72B402B447... | Seller's Signature: _____

Printed Name: ***TCSE LLC*** | Printed Name: _____

Date/Time: 3/12/2026 | 2:36 PM PDT | Date/Time: _____

The above Real Estate Contract is:

☐ **rejected**

_____ _____ _____ _____
Seller's Initials **Date/Time** **Seller's Initials** **Date/Time**

☐ **counter-offered**

_____ _____ _____ _____
Seller's Initials **Date/Time** **Seller's Initials** **Date/Time**

(Form Serial Number _____)

☐ **as a backup, if applicable, and Buyer informed of Notification of Existing Real Estate Contract**

(Form Serial Number _____)

☐ **accepted as a backup, if applicable, and Buyer informed of Notification of Existing Real Estate Contract**

(Form Serial Number _____)

_____ _____ _____ _____
Seller's Initials **Date/Time** **Seller's Initials** **Date/Time**

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Pursuant to AREC Rule 10.12, this Real Estate Contract has been reviewed by:

Not Applicable
Selling Firm

Principal or Executive Broker Signature

Selling Agent Signature

Not Applicable
Principal or Executive Broker Printed Name

Not Applicable
Selling Agent Printed Name

Date/Time

Date/Time

AREC License #: *Not Applicable*

AREC License #: *Not Applicable*

Broker Email: *Not Applicable*

Agent Email: *Not Applicable*

Agent Cell Number: *Not Applicable*

Pursuant to AREC Rule 10.12, this Real Estate Contract has been reviewed by:

MCNAUGHTON REAL ESTATE
Listing Firm

DocuSigned by:
Terri Lynne McNaughton
E6717BB60D4D4BA...
Principal or Executive Broker Signature

DocuSigned by:
Terri Lynne McNaughton
E6717BB60D4D4BA...
Listing Agent Signature

TERRI LYNNE MCNAUGHTON
Principal or Executive Broker Printed Name

TERRI LYNNE MCNAUGHTON
Listing Agent Printed Name

3/3/2026 | 2:13 PM MST
Date/Time

3/3/2026 | 2:13 PM MST
Date/Time

AREC License #: *PB00001140*

AREC License #: *PB00001140*

Broker Email: *Terri@McNaughtonRealtors.com*

Agent Email: *Terri@McNaughtonRealtors.com*

Agent Cell Number: *479-409-4347*

Form Simplicity

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1342

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2026-0002: Vacation (600 W. MEADOW ST/UA PROPERTIES LLC, 483 & 484): Submitted by MCLELLAND CONSULTING ENGINEERS for property located at 600 W. MEADOW ST. in WARD 2. The property is zoned MSC, MAIN STREET CENTER, and contains approximately 0.94 acres. The request is to vacate 0.06 acres of a general utility easement.**

RECOMMENDATION:
Staff recommends approval of **VAC-2026-0002** as shown in the attached Exhibits 'A' and 'B' and with the following conditions:

1. Any damage or relocation of any existing facilities will be at the property owner's expense; and
2. Any and all water/sewer lines within the vacated easement shall be granted a 20-foot utility easement centered on the existing utility.

BACKGROUND:
The subject property is located in central Fayetteville at the Metro District Lofts at the west end of Meadow Street. The subject site is developed with a multi-family development built in 2007, and is located in the Downtown Master Plan area and Downtown Design Overlay District. The property is zoned MSC, Main Street Center.

Request: The applicant requests vacation of a portion of an existing general utility easement totaling 0.06 of an acre at the south end of the property at 600 W Meadow St. The vacation request follows utility relocation work done in conjunction with a multi-family, student-oriented project under construction to the south.

DISCUSSION:
City staff recommends approval of the requested utility easement vacation. According to the applicant, the proposed vacation will allow for additional square footage that would be used in the development of a trash enclosure. The applicant has submitted the required written consent forms from the appropriate utility providers with no objection. Two conditions of approval have been recommended, as outlined above.

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 #: 2026-1342

AN ORDINANCE TO APPROVE VAC-26-02 FOR PROPERTY LOCATED AT 600 WEST MEADOW STREET IN WARD 2 TO VACATE 0.06 ACRES OF GENERAL 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 general 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 general 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 water/sewer lines within the vacated easement shall be granted a 20-foot utility easement centered on the existing utility.

City of Fayetteville Staff Review Form

2026-1342

Item ID

5/5/2026

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

Jonathan Curth	4/15/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2026-0002: Vacation (600 W. MEADOW ST/UA PROPERTIES LLC, 483 & 484): Submitted by MCLELLAND CONSULTING ENGINEERS for property located at 600 W. MEADOW ST. in WARD 2. The property is zoned MSC, MAIN STREET CENTER, and contains approximately 0.94 acres. The request is to vacate 0.06 acres of a general 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:

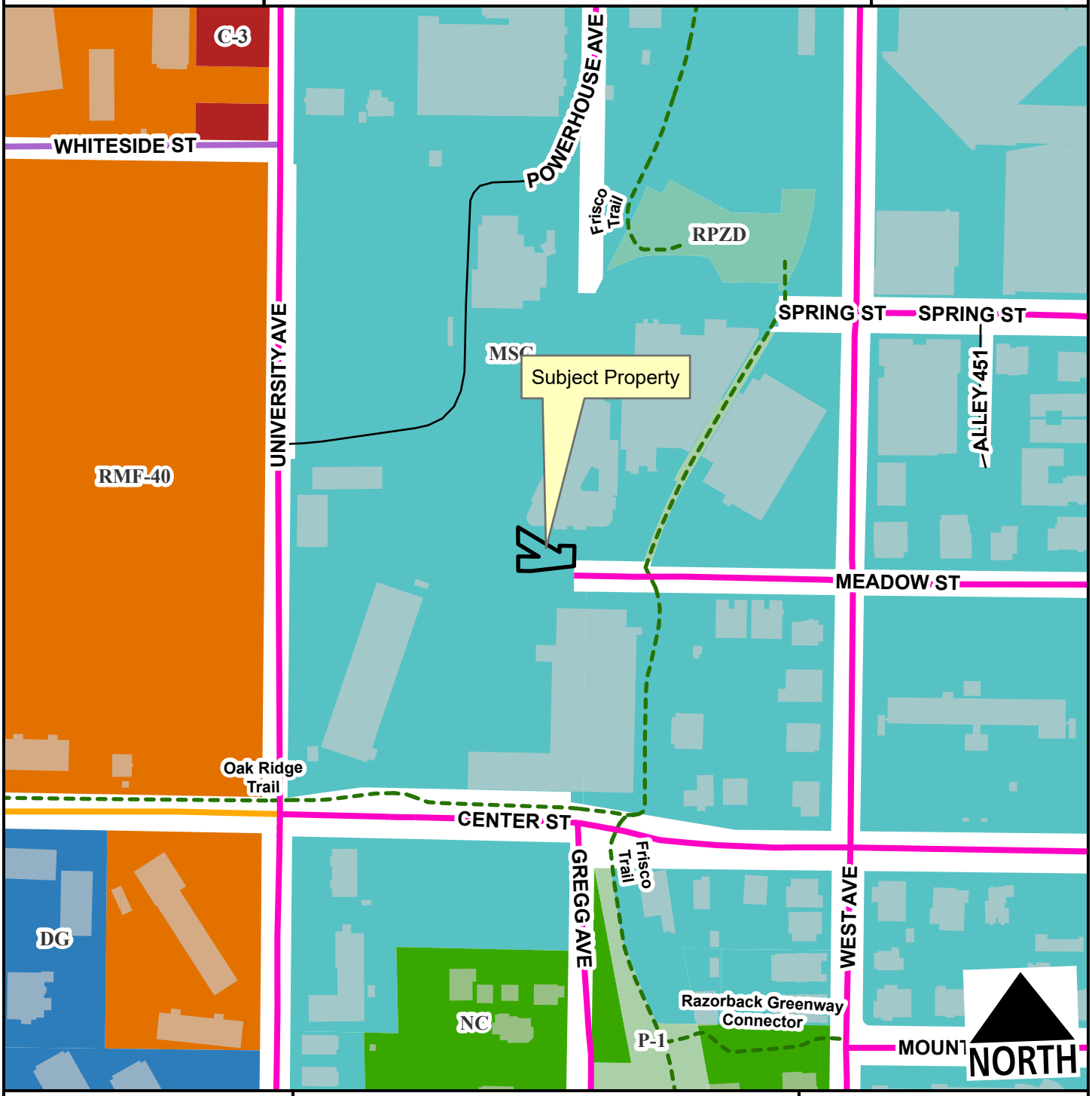
Comments:

VAC-2026-0002

Close Up View

600 W MEADOW ST

EXHIBIT A



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

Feet

0 75 150 300 450 600

1:2,400

EXHIBIT B

PARCEL 765-28103-000
UA PROPERTIES LLC
EASEMENT VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 2012-00002209:

UNITS 101, 102, 103, 104, 105, 106, 108, 109, 110, 201, 202, 203, 206, 207, 208, 209, 210, 301, 303, 304, 306, 308, 309 & 310 OF THE METRO DISTRICT LOFTS HORIZONTAL PROPERTY REGIME TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS SHOWN AND SET FORTH IN THE MASTER DEED TO THE METRO DISTRICT LOFTS HORIZONTAL PROPERTY REGIME FILED FOR RECORD AS LAND DOCUMENT NO. 2008-00003023 AND AMENDMENT TO MASTER DEED TO METRO DISTRICT LOFTS HORIZONTAL PROPERTY REGIME FILED FOR RECORD AS LAND DOCUMENT NO. 2008-00017322 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, SAID HORIZONTAL PROPERTY REGIME BEING FORMERLY DESCRIBED AS FOLLOWS, TO-WIT:

A PART OF THE SE1/4 OF THE NW1/4 OF SECTION 16, T-16-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, AND A PART OF BLOCK 8 AND A PART OF GREGG AVENUE (ABANDONED), ALL IN THE ORIGINAL TOWN (NOW CITY) OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE ORIGINAL PLAT OF SAID TOWN 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 NE CORNER OF SAID BLOCK 8; THENCE N8959'13"W, ALONG THE NORTH I INE OF SAID BLOCK 8, 103.44 FEET TO A CHISELED "X", SAID POINT BEING 8.5 FEET WEST AND PERPENDICULAR TO THE CENTERLINE OF THE OLD O.& C.C. MAIN TRACT OF THE ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY; THENCE N8959'13"W, 42.59 FEET TO A CHISELED "X" ON THE EAST BOUNDARY OF A VACATED PORTION OF SPRING STREET, AS PER ORDINANCE 1513; THENCE S 0046'15"E, ALONG SAID EAST BOUNDARY, 6.03 F EET; THENCE N8958'40'W, 184.51 FEET TO A SET 1/2" IRON REBAR ON THE WEST LINE OF GREGG AVENUE (ABANDONED); THENCE N0046'15"W, ALONG THE WEST LINE OF GREGG AVENUE (A BANDONED), 28.00 FEET TO AN EXISTING IRON IN THE CENTER OF SPRING STREET (VACATED); THENCE N8959'13"W, 17.00 FEET TO AN EXISTING IRON IN THE CENTER OF GREGG AVENUE (ABANDONED); THENCE S0046'15"E, 24.88 FEET ALONG T HE CENTER OF GREGG AVENUE (ABANDONED) TO AN EXISTING IRON; THENCE N8959'13"W, 17.00 FEET TO AN EXISTING IRON AT THE INTERSECTION OF THE WEST LINE OF GREGG AVENUE (ABANDONED) AND THE EAST RIGHT OF WAY OF THE ARKANSAS & MISSOURI RAILROAD; THENCE $2550'27"W, ALONG S AID RAILROAD RIGHT-OF-WAY, 53.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES: S2550'27"W, 64.27 FEET; S2449'28"W, 74.92 FEET; $2246'21"W, 82.43 FEET; S1958'05"W 78.66 FEET; S1637'32"W, 19.29 FEET TO AN EXISTING IRON WHICH IS 2.00 FEET SOUTH OF AN EXISTING CONCRETE RETAINING WALL; THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY AND RUNNING PARALIEL WITH AND 2.00 FEET SOUTH OF SAID RETAINING WALL, N8923'28"E, 151.62 FEET TO AN EXISTING IRON ON THE WEST LINE OF GREGG AVENUE; THENCE N0046'15"W, ALONG THE WEST LINE OF GREGG AVENUE 14.96 FEET TO A POINT ON THE NORTH LINE OF MEADOW STREET; THENCE N8949'06"E, ALONG THE NORTH LINE OF MEADOW STREET; THENCE N8949'06"E, ALONG THE NORTH LINE OF MEADOW STREET, 59.28 FEET TO A SET 1/2" IRON REBAR; THENCE LEAVING THE NORTH LINE OF MEADOW STREET N0007'37" E, 184.83 FEET TO A SET 1/2" IRON REBAR; THENCE N02°20'07"W, 11.90 FEET TO A SET 1/2" IRON REBAR; THENCE N8806'08"W, 10.37 FEET: THENCE N00°11'55"E, 24.16 FEET TO A SET 1/2" IRON R EBAR; THENCE N6544'57"W, 35.96 FEET; THENCE N3642 '03"W, 39.62 FEET TO A SET 1/2" IRON REBAR; THENCE N64°16'28"W, 22.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.94 ACRES, MORE OR LESS. SUBJECT TO COVENANTS, EASEMENTS AND RIGHTS OF WAY, IF ANY. SUBJECT TO ALL PRIOR MINCRAL RESERVATIONS AND OIL AND GAS LEASES. SUBJECT TO TAXES AND OTHER LIENS.

EASEMENT VACATION DESCRIPTION:

A VARIABLE WIDTH VACATION OF PART OF A 20’ UTILITY EASEMENT PER DOCUMENT 2005-53850 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB ESMT VAC) AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST MEADOW STREET AND THE WEST RIGHT OF WAY LINE OF TERMINUS OF WEST MEADOW STREET;
THENCE ALONG SAID WEST LINE, S02°42'43"W, 7.98 FEET;
THENCE LEAVING SAID WEST LINE, S85°35'02"W, 60.44 FEET;
THENCE N87°47'07"W, 17.25 FEET;
THENCE N01°29'19"E, 20.00 FEET;
THENCE S87°47'07"E, 28.77 FEET;
THENCE N57°09'47"W, 33.68 FEET;
THENCE N01°29'19"E, 22.14 FEET;
THENCE N15°32'33"E, 1.15 FEET;
THENCE S57°09'47"E, 66.95 FEET;
THENCE N02°05'51"E, 8.81 FEET;
THENCE S87°21'40"E, 20.42 FEET;
THENCE S02°42'43"W, 20.00 FEET;
TO THE POINT OF BEGINNING (POB ESMT VAC), CONTAINING 2,745 SQ. FT., OR 0.06 ACRES.
SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR COVENANTS OF RECORD.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 E. Sterns St.
Fayetteville, AR 72703
479-443-2377/Fax 479-443-9241
www.mce.us.com

February 17, 2026

Development Services

RE: 600 W Meadow St. Utility Easement Vacation

Development Services,

We are pleased to submit our request to vacate a portion of an existing utility easement along the south side of the property.

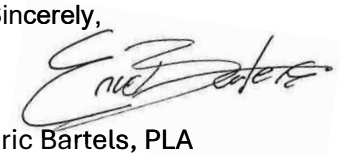
During the development of the new apartment building to the south of this property various underground utilities were relocated. A section of sanitary sewer line was capped and abandoned in place as a part of this reroute.

Our request is to vacate the portion of the utility easement that surrounds this abandoned pipe in an effort to build a trash encloser over it. Per city code, this area of easement must be vacated in order to construct the vertical structure of the trash enclosure. After the new trash enclosure is constructed, the existing enclosure that sits further into the site will be demolished. This will provide easier access to the dumpster for the Solid Waste team and cut down on the length that the truck will need to reverse to exit the property.

We are committed to ensuring this project aligns with the city's standards and vision. Should you have any questions or require further information, please feel free to contact us directly.

Thank you for your consideration. We look forward to working together on this important development for the property at 600 W Meadow St.

Sincerely,



Eric Bartels, PLA
McClelland Consulting Engineers, Inc.
Land Development Project Manager
479-443-2377
ebartels@mce.us.com

EASEMENT VACATION PETITION

PETITION TO VACATE A general utility/water & sewer EASEMENT LOCATED IN block 8 of the Metro District Lofts Subdivision, CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in block 8 of the Metro District Lofts Subdivision, CITY OF FAYETTEVILLE, ARKANSAS, a municipal corporation, petition to vacate an easement which is described as follows:

EASEMENT VACATION DESCRIPTION:
A VARIABLE WIDTH VACATION OF PART OF A 20' UTILITY EASEMENT PER DOCUMENT 2005-53850 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING (POB ESMT VAC) AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST MEADOW STREET AND THE WEST RIGHT OF WAY LINE OF TERMINUS OF WEST MEADOW STREET;
THENCE ALONG SAID WEST LINE, S02°42'43"W, 7.98 FEET;
THENCE LEAVING SAID WEST LINE, S85°35'02"W, 60.44 FEET;
THENCE N87°47'07"W, 17.25 FEET;
THENCE N01°29'19"E, 20.00 FEET;
THENCE S87°47'07"E, 28.77 FEET;
THENCE N57°09'47"W, 33.68 FEET;
THENCE N01°29'19"E, 22.14 FEET;
THENCE N15°32'33"E, 1.15 FEET;
THENCE S57°09'47"E, 66.95 FEET;
THENCE N02°05'51"E, 8.81 FEET;
THENCE S87°21'40"E, 20.42 FEET;
THENCE S02°42'43"W, 20.00 FEET;
TO THE POINT OF BEGINNING (POB ESMT VAC), CONTAINING 2,745 SQ. FT., OR 0.06 ACRES.
SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR COVENANTS OF RECORD.

That the abutting real estate affected by said abandonment of the easement are 16-16-30 County Court Plat Subdivision, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described 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 easement.

Dated this 17th day of February, 2026.

Mitch Weigel, POA Manager

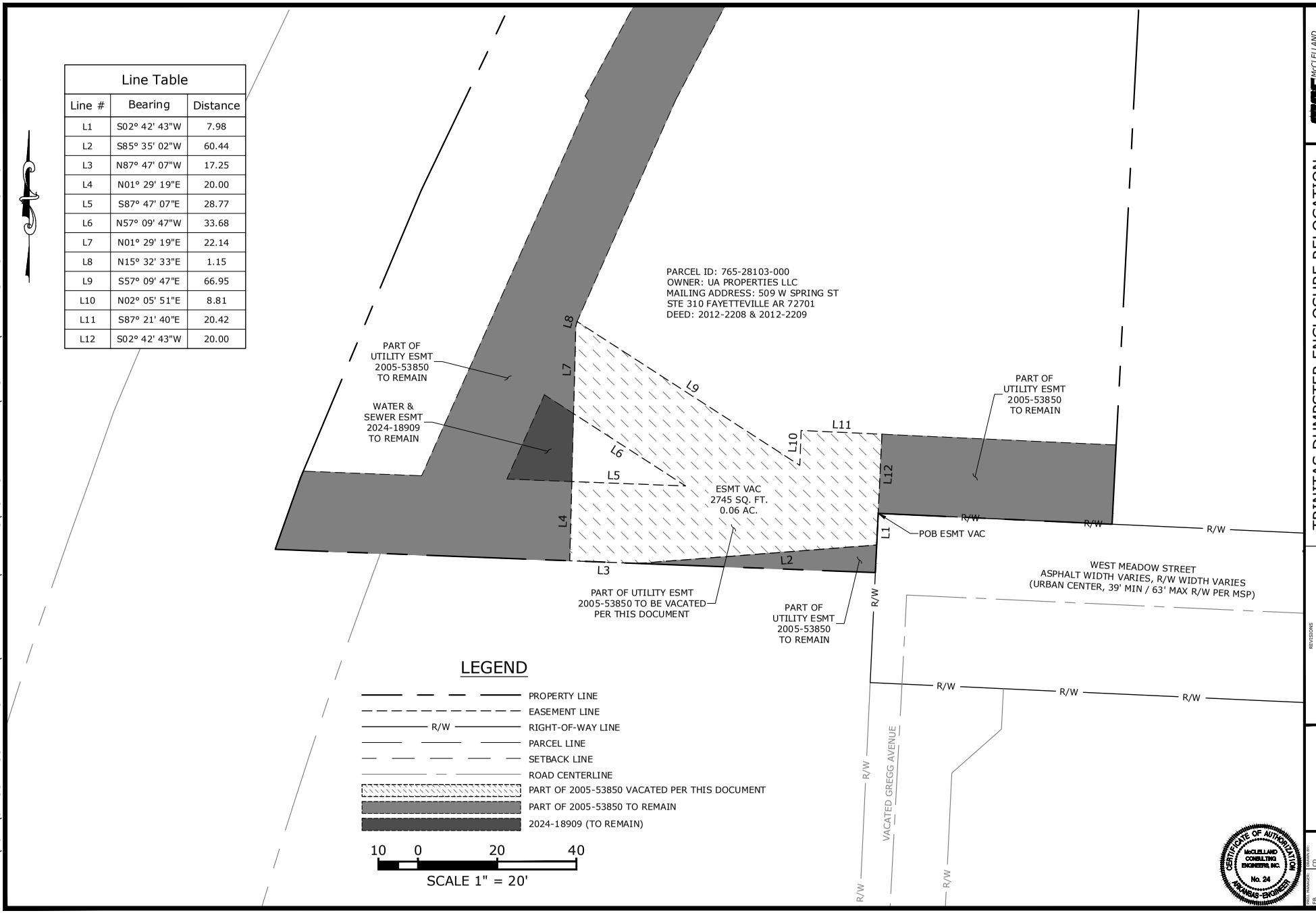
Printed Name

Mitch Weigel

Signature

W:\2024\0-BUSINESS DEVELOPMENT\FAYETTEVILLE\TRINITAS\DUMPSTER EXHIBIT\EASEMENT\TRINITAS EASEMENT VACATION EXHIBIT.DWG

Line Table		
Line #	Bearing	Distance
L1	S02° 42' 43"W	7.98
L2	S85° 35' 02"W	60.44
L3	N87° 47' 07"W	17.25
L4	N01° 29' 19"E	20.00
L5	S87° 47' 07"E	28.77
L6	N57° 09' 47"W	33.68
L7	N01° 29' 19"E	22.14
L8	N15° 32' 33"E	1.15
L9	S57° 09' 47"E	66.95
L10	N02° 05' 51"E	8.81
L11	S87° 21' 40"E	20.42
L12	S02° 42' 43"W	20.00



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY LINE
- PARCEL LINE
- SETBACK LINE
- ROAD CENTERLINE
- PART OF 2005-53850 VACATED PER THIS DOCUMENT
- PART OF 2005-53850 TO REMAIN
- 2024-18909 (TO REMAIN)

10 0 20 40

SCALE 1" = 20'

McCLELLAND CONSULTING ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCCE.COM

TRINITAS DUMPSTER ENCLOSURE RELOCATION
EASEMENT VACATION EXHIBIT
FAYETTEVILLE, ARKANSAS

REVISIONS

REV	DATE	DESCRIPTION

EASEMENT VACATION EXHIBIT

PROJ. MANAGER: EB
DRAWN BY: CD
DATE: 12/16/2025
REVISION:
SCALE: AS NOTED
PROJ. NUMBER:

1 OF 1

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS ENGINEER

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1341

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2026-0001: Vacation (1834 W. KAYWOOD LN/BOLES, 520): Submitted by CONNIE BOLES for property located at 1834 W. KAYWOOD LN in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.26 acres. The request is to vacate 0.05 acres of right-of-way.**

RECOMMENDATION:
City staff and the Planning Commission recommend approval of VAC-2026-0001 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 existing water or sewer line within the vacated right-of-way shall be granted a 20-foot utility easement, centered on the location of the existing line;
3. Any easements required for future development shall be dedicated as necessary.

BACKGROUND:
The subject area is in west Fayetteville, southeast of Ramay Junior High, and approximately 300 feet southwest of the W. Mitchell St and S. Gabbard Dr intersection. The subject property contains one parcel along W. Kaywood Ln which totals approximately 0.26 of an acre and is undeveloped as of 2022 when a single-family home was demolished.

Request: The applicant proposes to vacate a portion of undeveloped street right-of-way totaling 0.05 acres.

DISCUSSION:
City staff supports the applicant's request to vacate the subject right-of-way, with conditions. The right-of-way was originally dedicated in 1964 as part of the Valley Vista Subdivision for a potential semi-cul-de-sac, with the condition that it would revert to the property owner if W. Kaywood Ln were ever extended. Following approximately 60 years without extension of Kaywood and with a staff evaluation indicating no anticipated future need for the cul de sac, staff finds that returning the right-of-way does not conflict with the public's interest and may allow for additional development on the site.

At the April 13, 2026 Planning Commission meeting, this item was unanimously forwarded to City Council with a recommendation of approval as part of the consent agenda by a vote of 8-0-1. Commissioner Brink was

absent at the time of the vote. Commissioner Brewer made the motion and Commissioner Cabe seconded. No public comment was made.

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 #: 2026-1341

AN ORDINANCE TO APPROVE VAC-26-01 FOR PROPERTY LOCATED AT 1834 WEST KAYWOOD LANE IN WARD 1 TO VACATE 0.05 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 to or relocation of existing facilities will be at the property owner/developer's expense.
2. Any existing water or sewer line within the vacated right-of-way shall be granted a 20-foot utility easement, centered on the location of the existing line.
3. Any easements required for future development shall be dedicated as necessary.

City of Fayetteville Staff Review Form

2026-1341

Item ID

5/5/2026

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

Jonathan Curth	4/14/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2026-0001: Vacation (1834 W. KAYWOOD LN/BOLES, 520): Submitted by CONNIE BOLES for property located at 1834 W. KAYWOOD LN in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.26 acres. The request is to vacate 0.05 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:

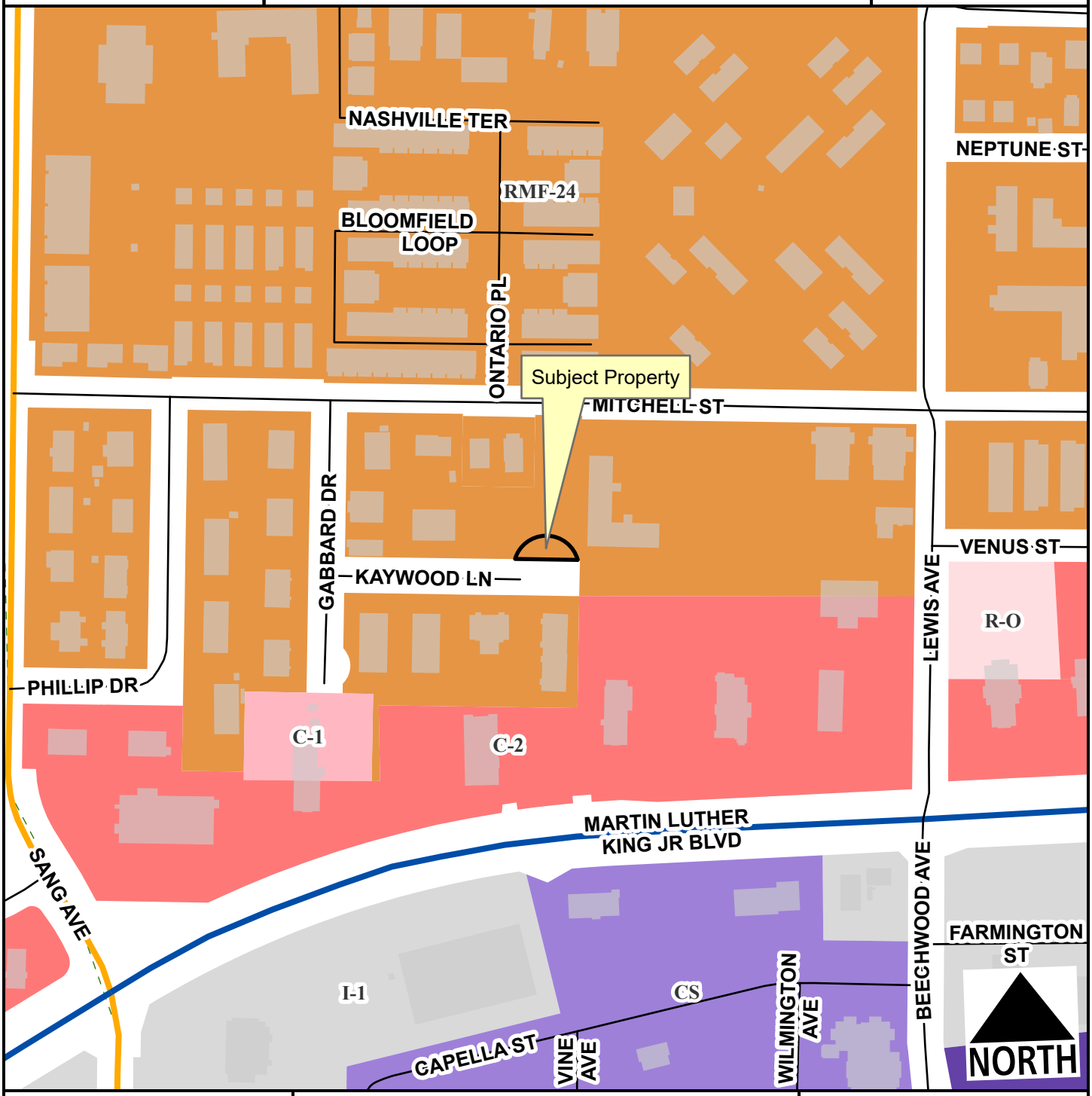
Comments:

VAC-2026-0001

Close Up View

1834 W. KAYWOOD LN

EXHIBIT A



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

EXHIBIT B

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

April 6, 2026

Re: Legal description of a portion of West Kaywood Lane being vacated adjacent to Parcel #765-11672-000

A PART OF THE PLATTED RIGHT-OF-WAY OF WEST KAYWOOD LANE LOCATED ADJACENT TO THE SOUTH LINE OF LOT 6 IN BLOCK 1 OF VALLEY VISTA SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE FINAL PLAT THEREOF FILED IN BOOK 1 AT PAGE 153 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID RIGHT-OF-WAY WHICH IS S87°04'59"E 75.33' FROM AN EXISTING PIPE MARKING THE SOUTHWEST CORNER OF SAID LOT 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00' FOR A CHORD BEARING AND DISTANCE OF S87°04'59"E 86.64', THENCE LEAVING SAID RIGHT-OF-WAY N87°04'59"W 86.64' TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES, MORE OR LESS.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: April 13, 2026 Updated w/ meeting results

SUBJECT: **VAC-2026-0001: Vacation (1834 W. KAYWOOD LN/BOLES, 520):** Submitted by CONNIE BOLES for property located at 1834 W. KAYWOOD LN. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.26 acres. The request is to vacate 0.05 acres of right-of-way.

RECOMMENDATION:
Staff recommends forwarding **VAC-2026-0001** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **VAC-2026-0001** to City Council with a recommendation of approval, with all conditions as outlined by staff."*

BACKGROUND:
The subject area is in central Fayetteville approximately 300 feet south of the W. Mitchell St and S. Gabbard Dr intersection. The subject property contains one parcel along W. Kaywood Ln which totals approximately 0.26 of an acre and is undeveloped as of 2022 when a single-family home was demolished. The subject area does not fall within any overlay districts or Master Plan areas. 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 Multifamily, 24 Units per Acre
South	Two- and Multi-Family Residential	RMF-24, Residential Multifamily, 24 Units per Acre
East	Multi-Family Residential	RMF-24, Residential Multifamily, 24 Units per Acre
West	Two-Family Residential	RMF-24, Residential Multifamily, 24 Units per Acre

Proposal: The applicant proposes to vacate a portion of developed street right-of-way totaling 0.05 acres.

DISCUSSION:
Staff recommends approval of the request. The right-of-way was originally dedicated in 1964 as part of the Valley Vista Subdivision for a potential semi-cul-de-sac, with the condition that it would revert to the property owner if W. Kaywood Ln were ever extended. Staff does not anticipate any future need to extend the street or construct the cul-de-sac, and vacating this segment will not affect compliance with the Master Street Plan. Returning the right-of-way to the property owner will also allow additional development on the site.

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, but noted that additional easements may be needed dependent on future development.
Ozarks Electric	No objections and no comments.
City of Fayetteville	Response
Water/Sewer	No objections, provided any and all water/sewer lines within the vacated right-of-way shall be granted a 20-foot utility easement centered on the existing utility.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: To date, staff has not received any public comment on this item.

RECOMMENDATION: Staff recommends forwarding **VAC-2026-0001** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

2. Any existing water or sewer line within the vacated right-of-way shall be granted a 20-foot utility easement, centered on the location of the existing line;

3. Any easements required for future development shall be dedicated as necessary.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: April 13, 2026	**❒ Tabled**	**❒ Forwarded**	**❒ Denied**
Motion: Brewer		This item was placed on consent.	
Second: Cabe			
Vote: 8-0-1 Commissioner Brink was absent at the time of the vote.			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

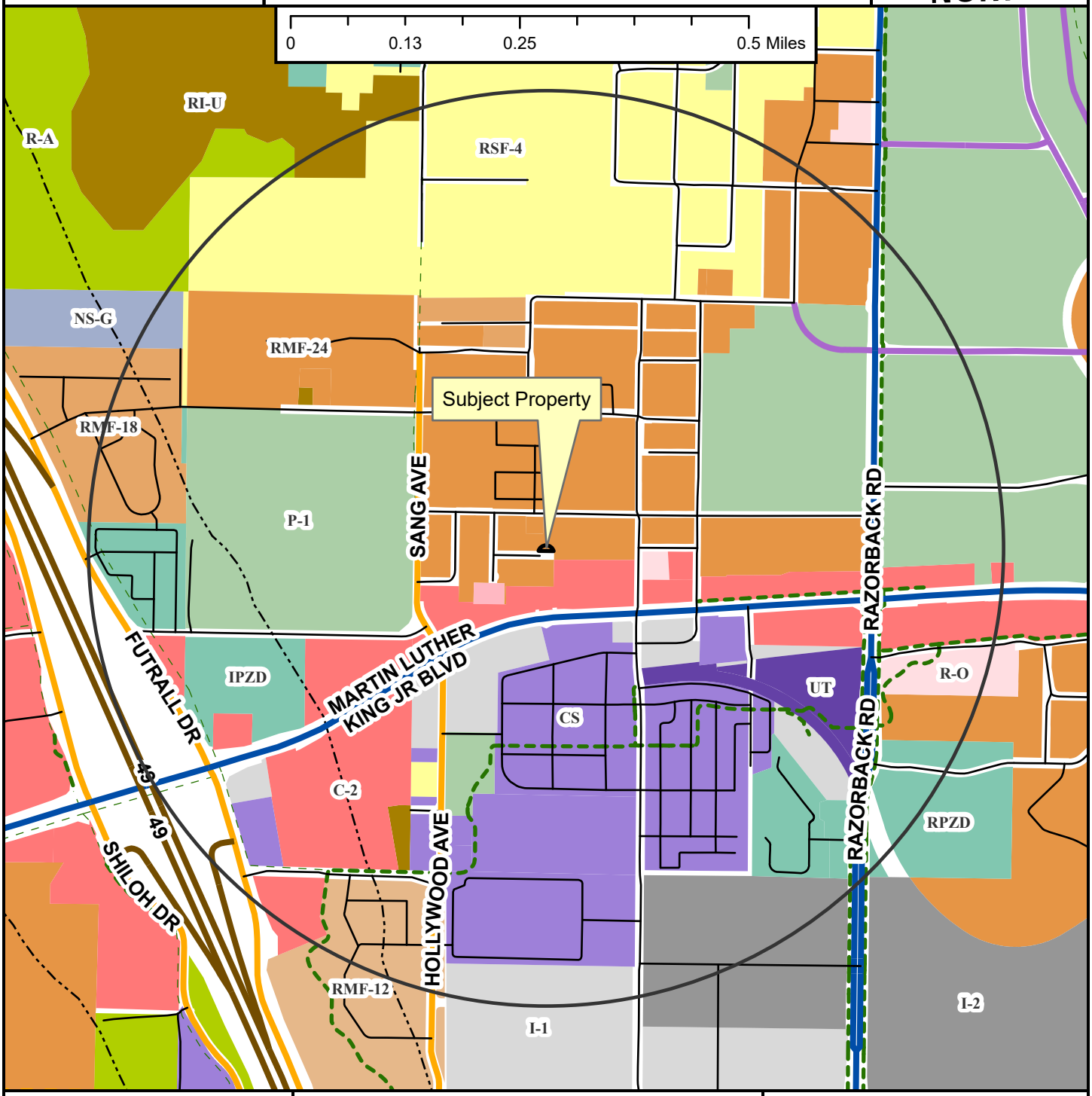
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Applicant Exhibits
  - Applicant Request Letter
  - Applicant Petition to Vacate
  - Survey – Right-of-way to be Vacated

VAC-2026-0001

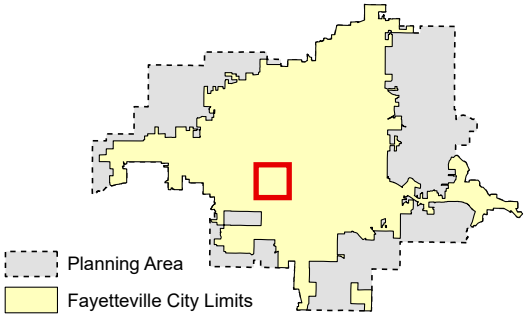
One Mile View

1834 W. KAYWOOD LN

NORTH



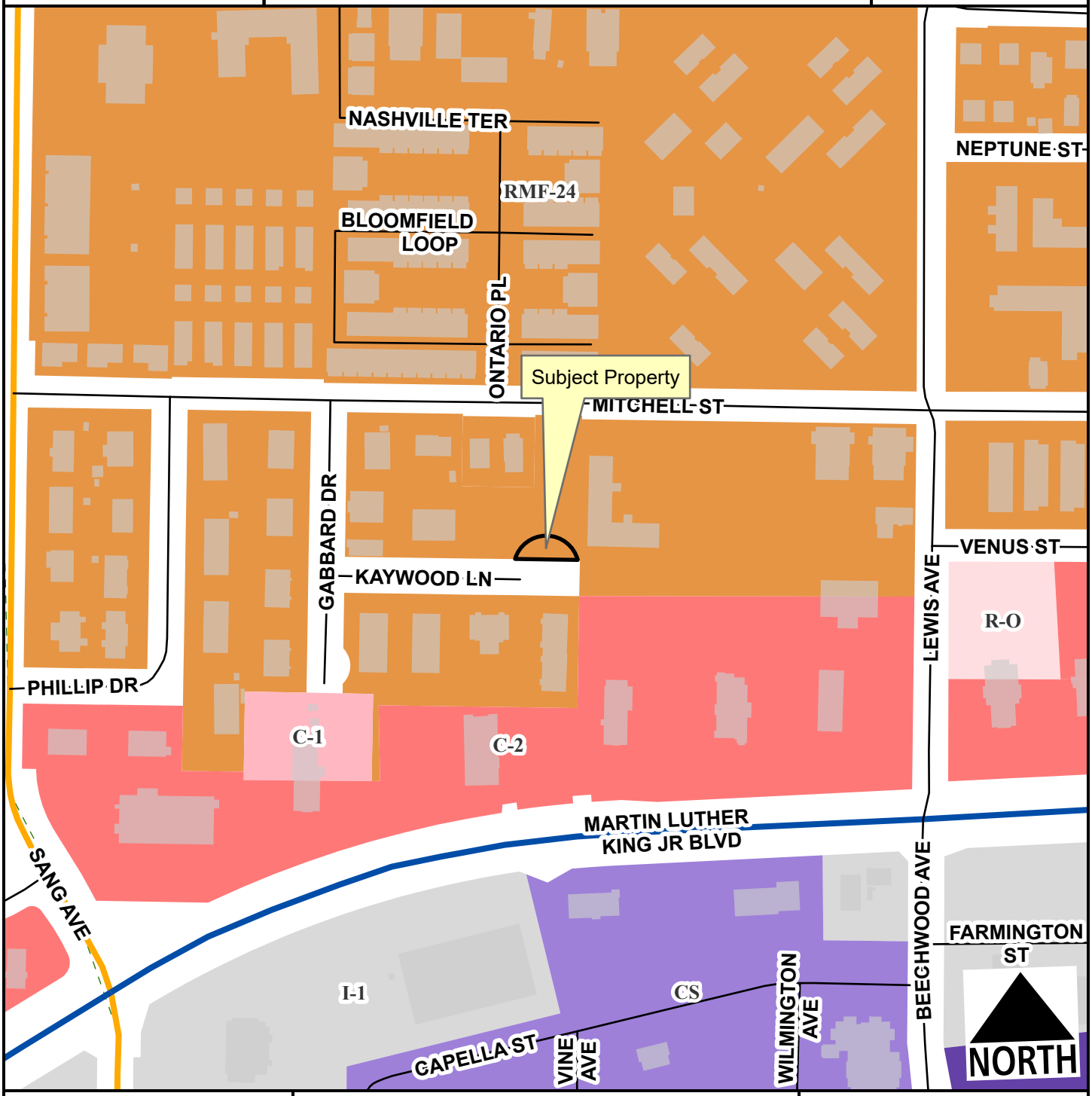
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



VAC-2026-0001

Close Up View

1834 W. KAYWOOD LN



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 75 150 300 450 600

1:2,400

VAC-2026-0001

Current Land Use

1834 W. KAYWOOD LN

NORTH

- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

To: City of Fayetteville Arkansas
Planning Commission

From: Connie Boles
Connie Boles
Property owner
1834 Kaywood Ln. Fayetteville Arkansas 72701
Connie: 719-229-3165
Giel (husband): 719-229-3125

Dear Planning Commission

I am attempting to have the section of property released back to me, as indicated in the "hatch marks" on the property survey. This will enable me to sell the property in its entirety.

In 1963 this portion of property identified by the "hatch marks" on the property survey was involuntarily transferred to the city of Fayetteville in efforts to expand Kaywood Lane. This plan never came to fruition.

We respectfully request this portion of property be returned to me as owner, Connie Boles, which will enable me to sell the property in its entirety.

Very respectfully,
Connie Boles
12567 Handles Peak Way
Peyton CO, 80831
Home: 719-592-9187
Cell: 719-229-3165
Husband, Giel cell: 719-229-3125

From Connie Boles. Property owner of 1834 Kaywood Lane, Fayetteville Arkansas 72701

PETITION TO VACATE a street right-of-way LOCATED IN Parcel# 765-11672-000, lot 6, block 1, Vista Valley subdivision, CITY OF FAYETTEVILLE, ARKANSAS

TO:

The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the (alley/street right-of-way) hereinafter sought

to be abandoned and vacated, lying in Parcel# 765-11672-000, lot 6, block 1, in Valley Vista Subdivision Washington County, City of Fayetteville Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

.05 acres as hatched/gray arc describes in legal map indicated by the city of Fayetteville Arkansas.

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 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.

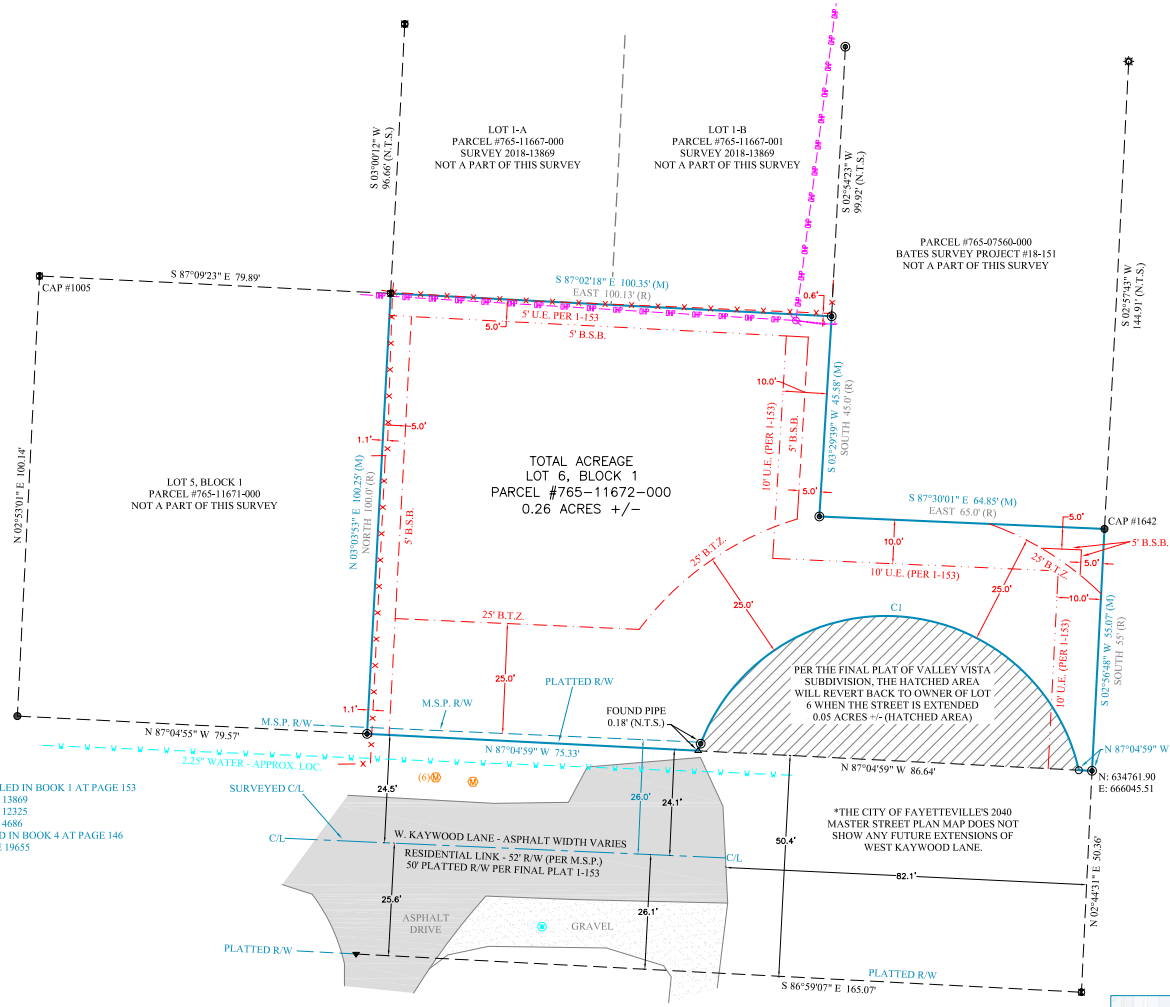
Dated this 21 day of January, 2026.

Printed Name Connie Boles

Signature Connie Boles

PLAT OF SURVEY

GIS Comment
02/18/2026



0' 20' 40' 60'

GRAPHIC SCALE (IN FEET)
1 Inch = 20ft.

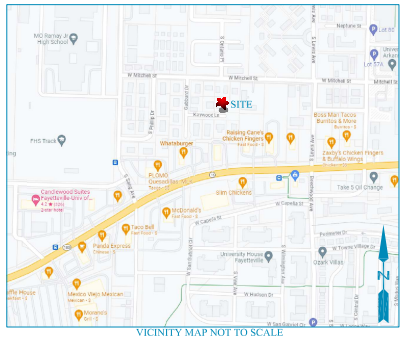
I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 18TH DAY OF APRIL, 2023.

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#335
ARKANSAS ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 16412
SIGNATURE
DERRICK L. THOMAS
PROFESSIONAL LAND SURVEYOR

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



VICINITY MAP NOT TO SCALE

FIELD WORK:
APRIL 17 & 18, 2023

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

REFERENCE DOCUMENTS:
1) FINAL PLAT OF VALLEY VISTA SUBDIVISION FILED IN BOOK 1 AT PAGE 153
2) PLAT OF SURVEY FILED IN BOOK 2018 AT PAGE 13869
3) PLAT OF SURVEY FILED IN BOOK 2001 AT PAGE 12325
4) PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 4686
5) FINAL PLAT OF BERT LEWIS SUBDIVISION FILED IN BOOK 4 AT PAGE 146
6) QUITCLAIM DEED FILED IN BOOK 2021 AT PAGE 19655

PROPERTY ZONED:
RMF-24

BUILDING SETBACKS:

FRONT	25ft (BUILD-TO-ZONE)
SIDE	08ft (OTHER USES)
SIDE	05ft (SINGLE & TWO FAMILY) - SHOWN
REAR	20ft (OTHER USES)
REAR	05ft (SINGLE FAMILY) - SHOWN

* 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.

EXISTING QUITCLAIM DEED DESCRIPTION (B. 2021, P. 19655):
LOT NUMBERED SIX (6) IN BLOCK NUMBERED ONE (1) IN VALLEY VISTA SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT THEREOF. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (ALSO KNOWN AS 1834 W. KAYWOOD, FAYETTEVILLE, ARKANSAS.)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	45.00'	116.71'	86.64'	N 87°04'59" W	148°35'51"	160.08'

PLAT NOTES:
1) RECORD (R) BEARINGS & DISTANCES ARE SHOWN PER THE FINAL PLAT OF VALLEY VISTA SUBDIVISION (1-153) WHERE POSSIBLE.

2) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS. (FIRM PANEL #05143C0220F. DATED 05/ 16/ 2008)

RECORDING NUMBER/DATE

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
FOUND 5/8" REBAR
FOUND 1/2" REBAR
FOUND PIPE
FOUND COTTON SPINDLE
FOUND MAG NAIL
COMPUTED POINT
SET 1/2" REBAR CAP
BOUNDARY LINE (MEASURED)
PARCEL LINE
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
WATER LINE
OVERHEAD POWER LINE
GUY WIRE
FENCE
UTILITY EASEMENT
BUILDING SETBACK
WATER METER
POWER POLE
GUY ANCHOR
MAILBOX

Bates & Associates, Inc.
Engineers • Surveyors
2235 E. Huntsville Rd. • Fayetteville, Arkansas 72704 • 479.442.2050

FOR USE AND BENEFIT OF:
GIEL BOLES

ADDRESS:
1834 W. KAYWOOD LANE
FAYETTEVILLE, ARKANSAS

DATE: 05/08/23
SCALE: 1" = 20'
LOCATION:
LOT 6, BLOCK 1
VALLEY VISTA
SUBDIVISION
SURVEYED: ML
DRAFTED: AH
REVIEWED: DT
COA #335

DRAWING #23-077

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Planning Commission
April 13, 2026
VAC-2026-0001 (BOLES)
Page 9 of 9

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1356

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2026-0009: Rezoning (1660 W PALMER PL/PURYEAR, 521) Submitted by SCOTT PURYEAR for property located at 1660 W PALMER PL in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.38 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE.**

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, approximately ¼ mile west of Bud Walton Arena. The property contains one parcel totaling 0.38 acres which is currently zoned RSF-4, Residential Single-Family, Four Units per Acre and contains a single-family dwelling constructed in 1978 per Washington County Assessor records. The property is not subject to any overlay districts.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre to RSF-8, Residential Single-Family, Eight Units per Acre.

Public Comment: Staff has received one public comment from a neighbor citing water runoff issues as the property lies on an incline.

Land Use Compatibility: From a current land use standpoint, the request is compatible with its immediate surroundings. The property is surrounded by residential-zoned districts and is located on W. Palmer Place, designated as a Residential Link Street, which is intended to support neighborhood and low-volume areas outside of downtown. Given this classification, and with consideration for Palmer's current condition, low- to medium-density residential uses represent the most appropriate of the property. The site's direct access to a minor roadway minimizes traffic impacts on local residential streets and supports safe ingress and egress. A rezone to RSF-8 contains the same uses by right and conditional uses as RSF-4 but allows for smaller lot width and lot area minimums.

Land Use Plan Analysis: Staff finds that the request is fully consistent with adopted land use policies, the Future Land Use Map designation (Residential Area) and aligns with certain goals of City Plan 2040. Additionally, given the infill score and the properties proximity to the U of A main campus, the potential for infill

development assists in housing development and availability. Allowing this rezoning would strengthen residential options near the university and supports multiple City Plan 2040 Goals by allowing attainable infill housing to discourage suburban sprawl.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **9** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #6, 900 S Hollywood Ave)
- Near Sewer Main (6" gravity line, W Palmer Pl)
- Near Water Main (2.25" main, W Palmer Pl)
- Near Public School (Ramay Junior High School)
- Near U of A Campus (Main Campus)
- Near City Park (Hotz Park, Neighborhood Park)
- Near Paved Trail (Markham Trail)
- Near ORT Bus Stop (Lot 56, W Carlson Dr)
- Near Razorback Bus Stop (Lot 222, S Graham Ave and W Nettleship St)

DISCUSSION:
At the April 13, 2026, Planning Commission meeting, a vote of 9-0-0 forwarding the request to City Council with a recommendation of approval. No discussion was made by either the Commissioners or the public.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2026-1356

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-09 FOR APPROXIMATELY 0.38 ACRES LOCATED AT 1660 WEST PALMER PLACE IN WARD 1 FROM RSF-4, RESIDENTIAL, SINGLE-FAMILY, FOUR UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential, Single-Family, Four Units per Acre to Residential Single Family, 8 Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-1356

Item ID

5/5/2026

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

Jonathan Curth	4/14/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0009: Rezoning (1660 W PALMER PL/PURYEAR, 521) Submitted by SCOTT PURYEAR for property located at 1660 W PALMER PL in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.38 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE.

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:

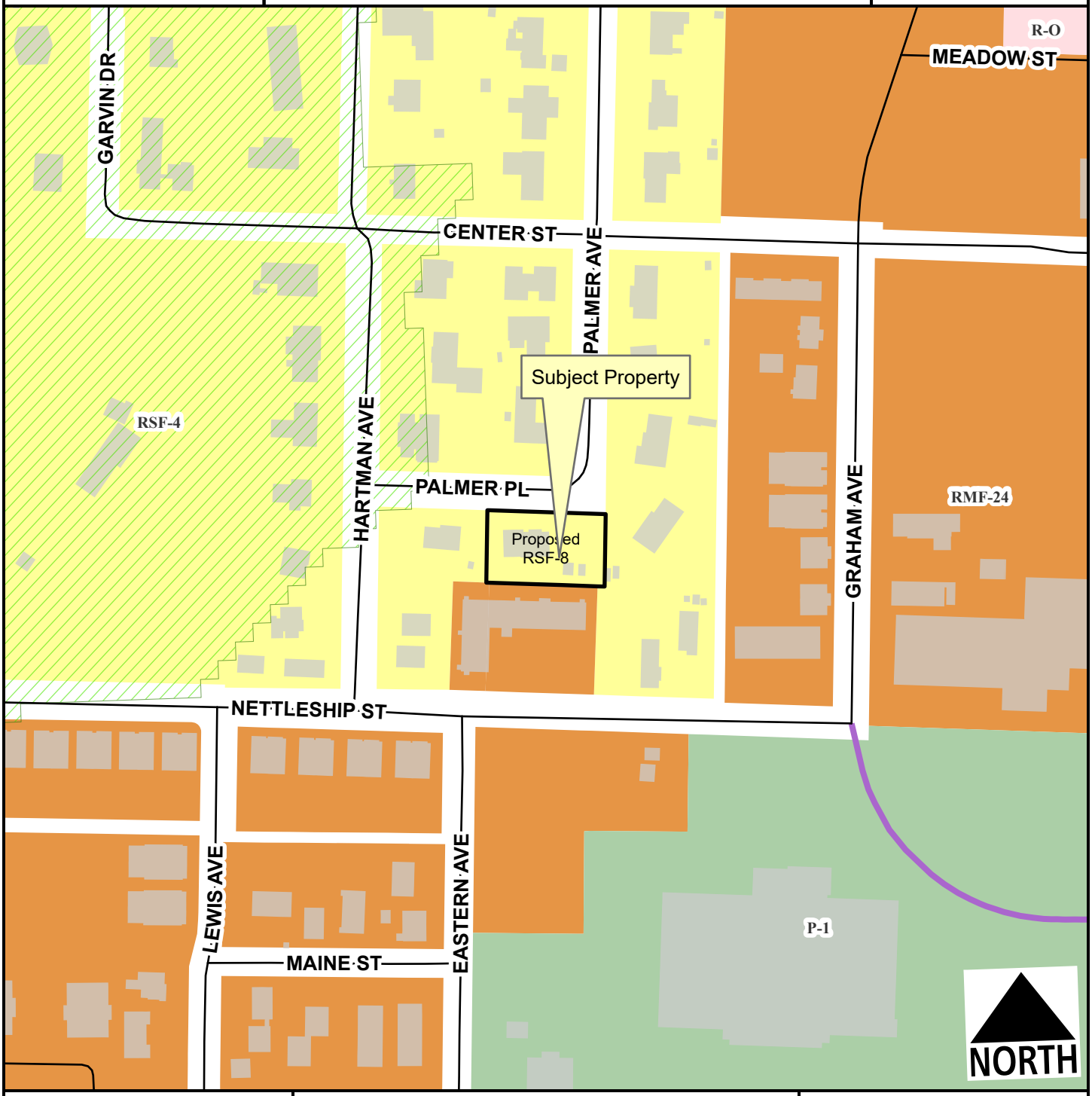
Comments:

RZN-2026-0009

Close Up View

1660 W. PALMER PL

Exhibit A



- Institutional Master Plan
- 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
RSF-4	0.4	0.0
RSF-8	0.0	0.4

Total 0.4 ac

EXHIBIT B

Legal Description:

Lot Numbered Two (2) in Block Numbered Two (2), of Leflar 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 all easements, rights-of-way, protective covenants and oil, gas and mineral reservations of record.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: April 13, 2026 UPDATED WITH PC RESULTS

SUBJECT: **RZN-2026-0009: Rezoning (1660 W PALMER PL/PURYEAR, 521)** Submitted by SCOTT PURYEAR for property located at 1660 W PALMER PL. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.38 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0009** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0009** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in central Fayetteville and is approximately ¼ west of the Bud Walton Arena. The property contains one parcel totaling 0.38 acres which is currently zoned RSF-4, Residential Single-Family, Four Units per Acre and contains a single-family dwelling constructed in 1978 per Washington County Assessor records. The property is not subject to any overlay districts. 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, Four Units Per Acre
South	Multi-Family Residential	RMF-24, Residential Multi-Family, Twenty-Four Units Per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, Four Units Per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, Four Units Per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units per Acre to RSF-8, Residential Single-Family, Eight Units per Acre.

Public Comment: Staff has received 1 public comment from a neighbor citing water runoff issues as the property lies on an incline. At this time no development has been received by staff but water runoff will be evaluated during any development reviews.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage to West Palmer Place which is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property. There is an existing 2.25-inch water main along West Palmer Place.

Sewer: Sanitary Sewer is available to the subject property. There is an existing 6-inch sewer main along West Palmer Place.

Drainage: There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 484 feet southwest of this property. No protected streams or FEMA Floodplain. However, there are hydric soils present in the subject area. 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: Station 6, located at 900 S Hollywood Ave., 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 current zoning district of zoned RSF-4, Residential Single-Family, Four Units per Acre, requires **25% minimum canopy preservation.** The proposed zoning district of zoned RSF-8, Residential Single-Family, Eight Units per Acre, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily

and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **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 #6, 900 S Hollywood Ave)
- Near Sewer Main (6 in gravity line, W Palmer Pl)
- Near Water Main (2.25", W Palmer Pl)
- Near Public School (Ramay Junior High School)
- Near U of A Campus (Main Campus)
- Near City Park (Hotz Park, Neighborhood Park)
- Near Paved Trail (Markham Trail)
- Near ORT Bus Stop (Lot 56, W Carlson Dr)
- Near Razorback Bus Stop (Lot 222, S Graham Ave and W Nettleship St)

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:*** **From a current land use standpoint, the request is compatible with its immediate surroundings. The property is surrounded by residential zoned districts. The site is directly located on W. Palmer Place, designated as a Residential Link Street, which is intended to support neighborhood and low-volume areas outside of downtown. Given this classification, residential uses represent the highest and best use of the property. The site's direct access to a minor roadway minimizes traffic impacts on local residential streets and supports safe ingress and egress. A rezone to RSF-8 contains the same uses by right and conditional uses as RSF-4 but allows for smaller lot width and lot area minimums.**

Land Use Plan Analysis: **Staff finds that the request is fully consistent with adopted land use policies, the Future Land Use Map designation (Residential Area) and aligns with certain goals of City Plan 2040. Additionally, given the infill score and the properties proximity to the U of A main campus, the potential for infill development assists in housing development and availability. Allowing this rezoning would strengthen residential options near the university and supports multiple City Plan 2040 Goals by allowing attainable infill housing to discourage suburban sprawl.**

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

Finding: **A rezone from RSF-4 to RSF-8 is justified given that both are residential and offer the same by-right and conditional uses.**

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

Finding: **Rezoning the property from RSF-4 to RSF-8 would have minimal changes in the allowable density on the site with RSF-4 listing four single-family dwelling per acre whereas RSF-8 allows eight. The lot width and lot area minimums are lowered, with RSF-8 listing 50 feet lot width minimums (25 feet for townhomes) and a 5,00 square feet lot area. However, staff does not find that the ultimate added density would appreciably increase traffic danger or congestion at this location.**

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

Finding: **Rezoning the property from RSF-4 to RSF-8 would increase the potential population at the site, but staff does not find that it would be to an undesirable degree; staff finds that given the City's growth and moderate infill score, this rezoning would be an incremental step in providing more residential housing.**

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-2026-0009 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: April 13, 2026	❒ **Tabled**	❒ **Forwarded**	❒ **Denied**
Motion: Cabe			
Second: Castin			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

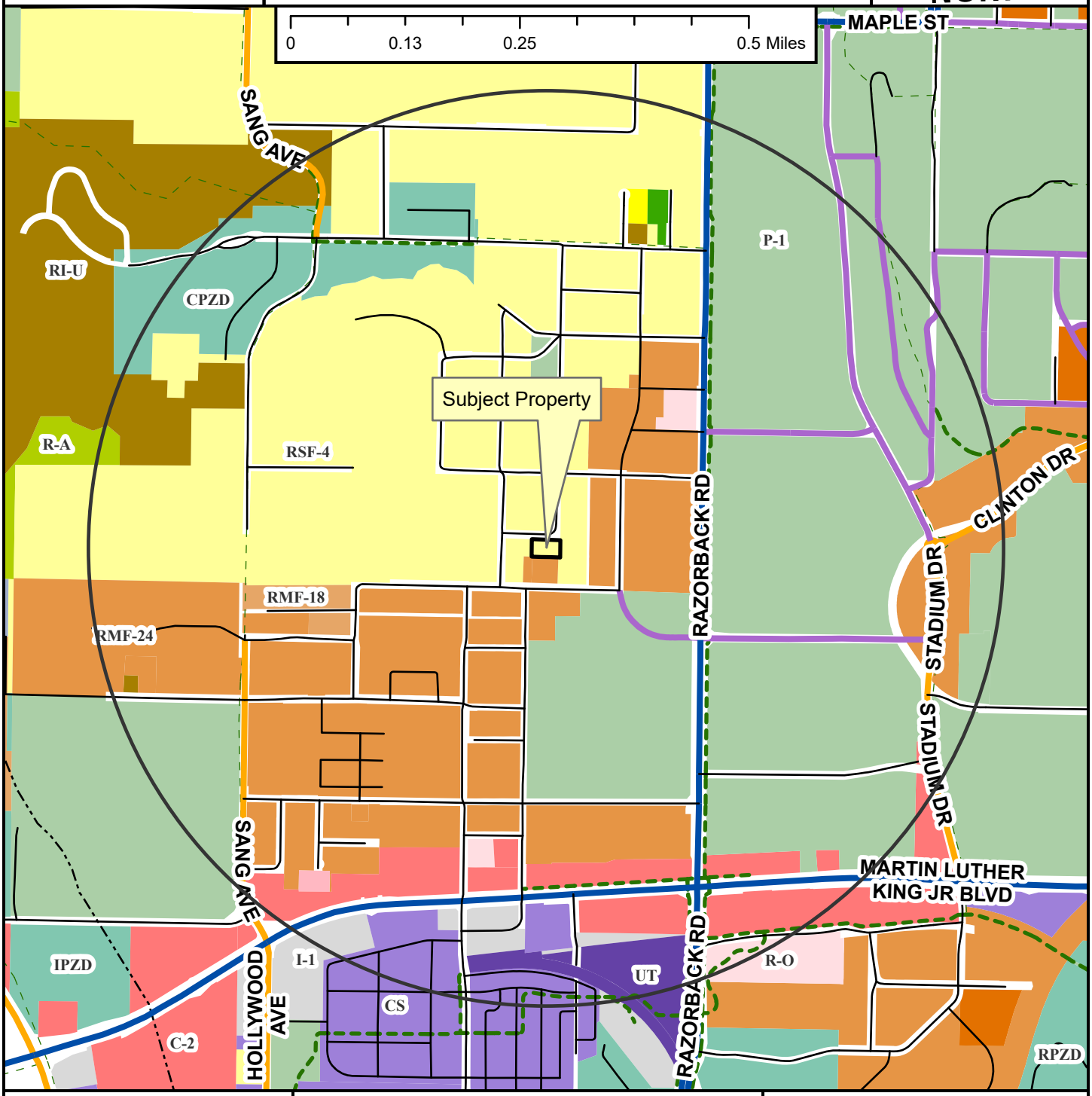
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family, Four Units per Acre
  - §161.09 District RSF-8, Residential Single-Family, Eight Units per Acre
- Staff Exhibits
  - Long-Range Planning Memo
- Applicant Exhibits
  - Request Letter

RZN-2026-0009

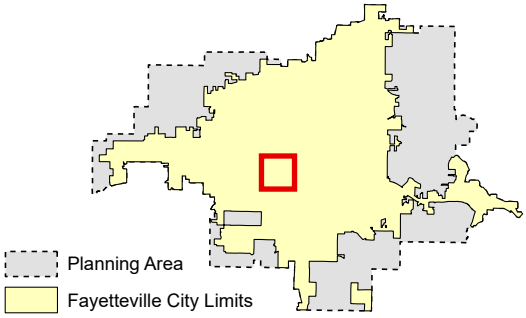
One Mile View

1660 W. PALMER PL

NORTH



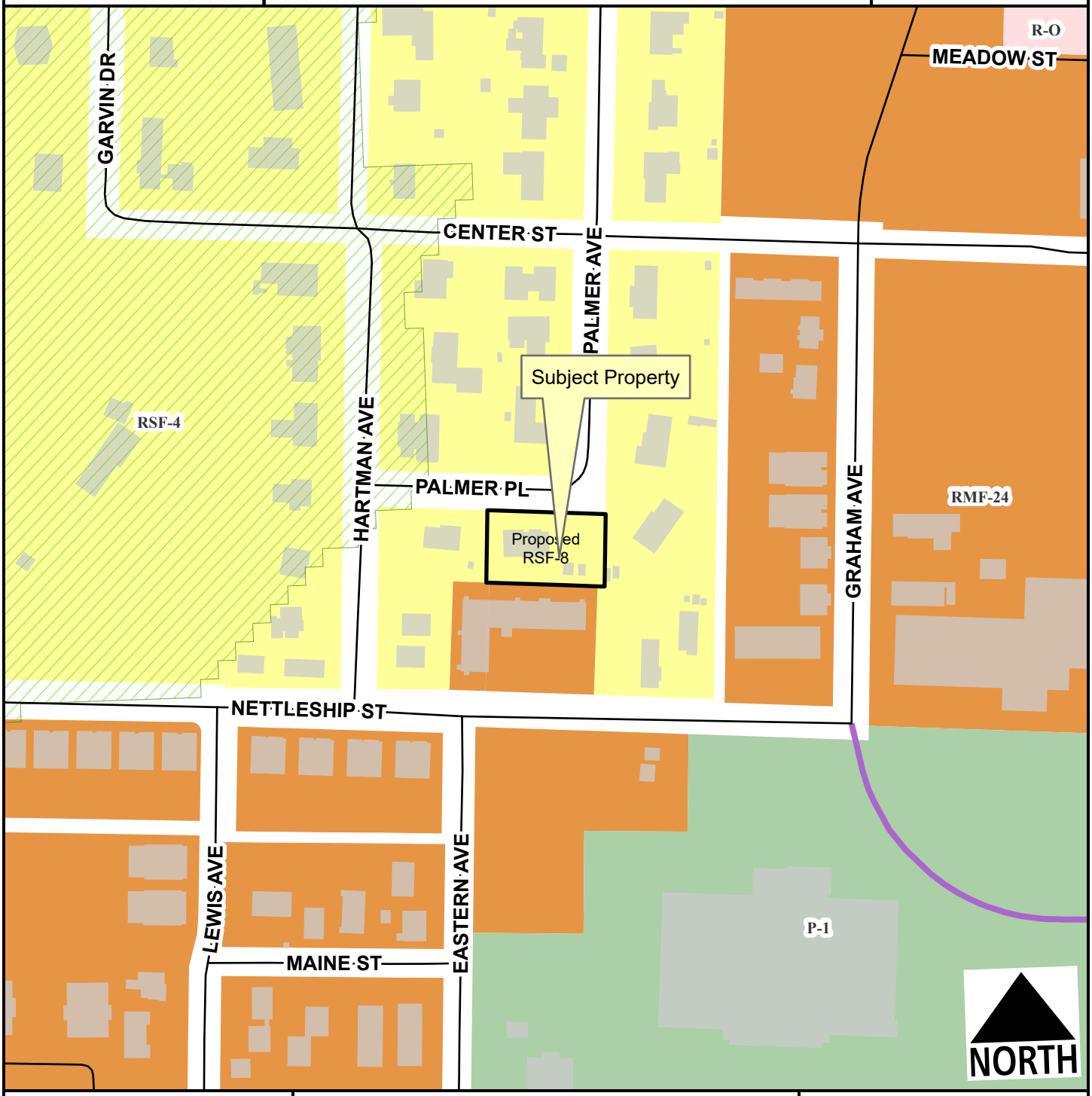
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2026-0009

Close Up View

1660 W. PALMER PL



- Institutional Master Plan
- 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
RSF-4	0.4	0.0
RSF-8	0.0	0.4

Total 0.4 ac

RZN-2026-0009

Current Land Use

1660 W. PALMER PL

NORTH

Institutional Master Plan
Regional Link - High Activity
Unclassified
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

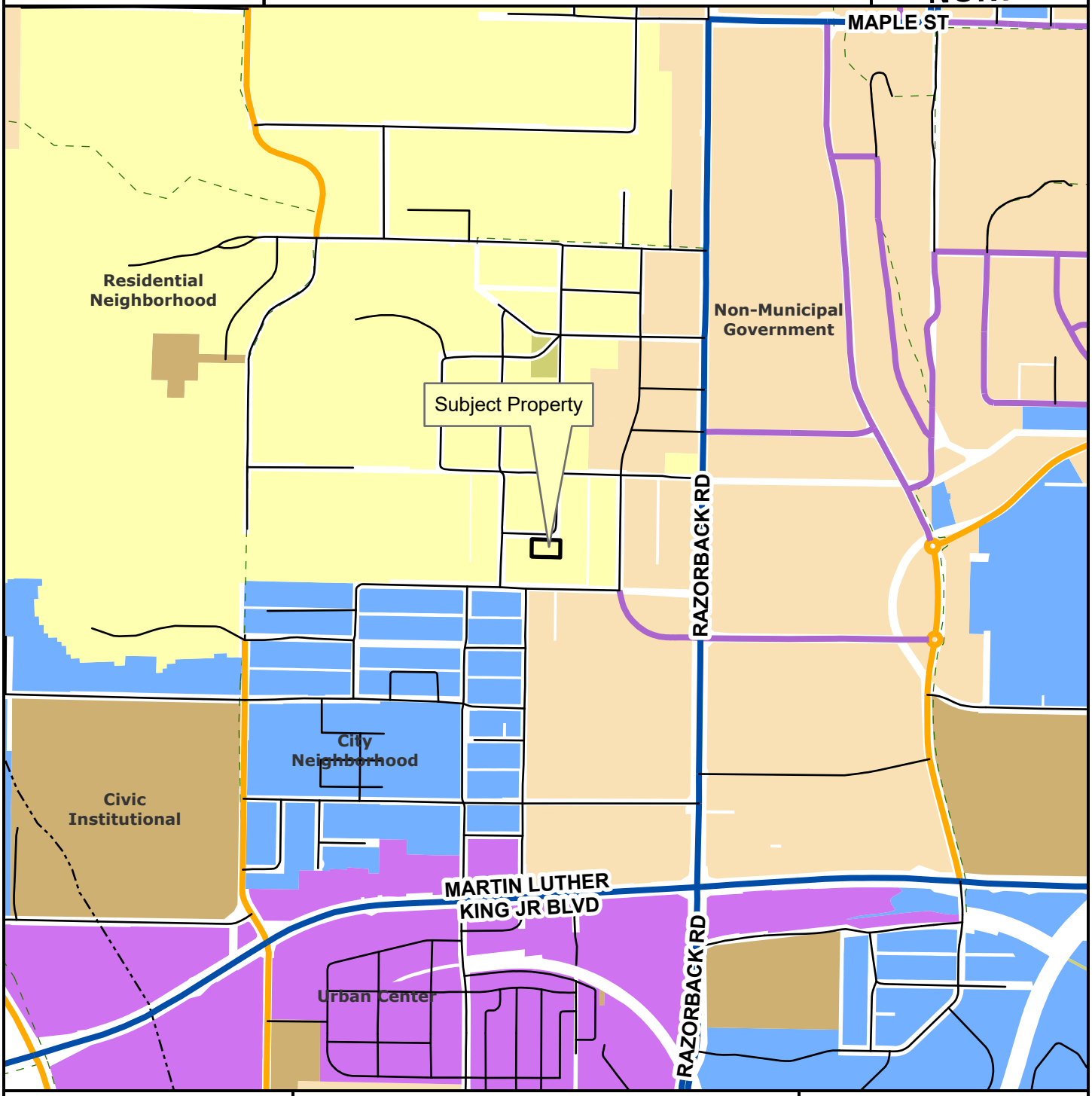
100-Year Floodplain
Floodway

RZN-2026-0009

Future Land Use

1660 W. PALMER PL

NORTH



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

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
Units per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two-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.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

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.*

	Single-family dwellings
Units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two-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) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 6945, §5(Exh. D), 12-16-25)

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: April 13, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0009**

BACKGROUND:
The applicant requests to rezone approximately 0.38 acres from RSF-4, Residential Single-Family, Four Units Per Acre to RSF-8, Residential Single-Family, Eight Units Per Acre. Four long range planning documents are relevant when evaluating this request: *City Plan 2040,* the *Heritage & Historic Preservation Plan,* and *University Heights and Haskell Heights Historic Context Statement*

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".

Heritage & Historic Preservation Plan (2023):
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

University Heights and Haskell Heights Historic Context Statement (2023):
The subject property was included in the study of the University Heights and Haskell Heights neighborhoods. The subject property, a single-family contemporary home constructed in 1978, is not of historic age and was not identified as being eligible for the National Register of Historic Places. Although the area is identified as a potential location for a local historic district, and petition efforts are underway, nothing has been submitted to Long Range Planning at this time.

Since rezoning requests often precede redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

DISCUSSION:
Zoning History:
Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the low-density “R-1” zoning district, which was subsequently translated to “RSF-4” with the adoption of the city’s Unified Development Code.

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 slightly increasing the density of single-family detached housing on the property, while retaining the single-family development patterns in the neighborhood. Additional uses may be considered with a conditional use permit such as two-family dwellings and limited business that would contribute to a complete neighborhood. The request aligns with goals 1, 2, and 6 of City Plan 2040 by creating opportunities for denser development in an area of the center of the city that is already served by infrastructure.

[1] City Plan 2040, 128.

Rezone Request – 1660 W Palmer, Fayetteville 72701

I am requesting a rezone from RSF-4 to RSF-8 for this parcel to support slightly higher density and potential small-scale redevelopment. The subject site currently has unused excess land and has strong potential to add additional single family structures to support infill development near the University of Arkansas campus. Under the current zoning a lot split is not possible despite adequate lot width/street frontage due to the location of the existing home on the site.

There are two development scenarios I would consider if a rezone was approved.

1.) Complete a standard lot split keeping the existing home and construct a second lot/home on the excess land to the east, or 2.) Raise the existing home and split the existing lot into 3 new residentials lots for the purpose of constructing 3 new medium sized homes.

I believe either scenario would be conforming to both the immediate neighborhood and surrounding area. Higher density development (RMF-24) is located both to the East and South of the subject parcel, however, I don't believe multifamily zoning or structures would be appropriate for the subject street despite nearby multi-unit developments. Currently I don't see any adverse effects a rezone could have on surrounding properties.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1335

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **APPEAL: RZN-2026-0008: Rezoning (1705 N GARLAND AVE/TRICYCLE FARMS, 365): Submitted by ALLIE WILSON for property located at 1705 N. GARLAND AVE. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.10 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:
City Planning staff recommends approval and the Planning Commission recommends denial of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is located in north Fayetteville west of the intersection of N. Garland Ave. and W. Sycamore Street adjacent to Midtown Trail. The subject property contains four parcels totaling 2.10 acres, which are currently developed as Tri-Cycle Farm, a nonprofit teaching farm first established in 2012. The property is not subject to any overlay districts but does contain hydric soils.

Request: The request is to rezone the subject area from RSF-4, Residential Single-Family, Four Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: Staff received one public comment in opposition to the request prior to the Planning Commission meeting, citing the current role of the property as an urban farm serving food insecurity needs, lack of density restrictions, adjacent single-family properties, lack of urban amenities, likelihood of car users, potential safety hazards, inadequate infrastructure, and need for further studies. Four members of the public spoke against the request at the Planning Commission meeting, citing the property's history as an urban farm, traffic safety concerns, and the potential intensity of development.

Land Use Compatibility: The subject property is primarily surrounded by single-family homes, with mixed-density residential and a church located to the east, across Garland. There are nearby apartment complexes on Mount Comfort and Garland. Other nonresidential services in the area include city parks, a police and fire station, and commercial businesses including grocery and convenience stores. Staff finds the proposed RI-U rezoning compatible with surrounding uses. RI-U permits a mix of low-intensity residential types, including up to four-unit buildings, but maintains a minimum lot width of 18 feet and a maximum building height of three stories. Recent Council approval of upzoning in the area has further incrementally increased the permitted residential density nearby.

The applicant has indicated an intent to develop the property with cottage-style cluster housing, a use which is permitted by right in RI-U. Midtown trail is also located along the southern edge of the property, permitting trail-oriented development in line with recent city code changes. RI-U does not permit multifamily structures exceeding five or more units, and staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the subject area. While RSF-4 and RI-U are both limited to residential uses, RI-U permits more housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. Additionally, RI-U permits limited small-scale commercial uses by conditional use permit, which could further contribute to the nonresidential amenities in the area with appropriate safeguards.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The RI-U zoning district would allow a greater variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 7, indicating it is a suitable location for infill development. The property also fronts onto the Midtown Trail, a recent public improvement by the city that enables potential residents to utilize alternative means of transportation. Infill in this area could help support Goals 1 and 3 of Fayetteville's comprehensive land use plan, City Plan 2040, by promoting moderate infill in an area that is highly walkable and near transit routes.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7** for this site. The following elements of the matrix contribute to this score:
1. Adequate Fire Response (Station 8, W. Deane St)
2. Near Sewer Main (8 inch main, N. Garland Ave.)
3. Near Water Main (2 inch main, N. Garland Ave.)
4. Near Grocery Store (Harps)
5. Near City Park (Lewis Soccer Complex)
6. Near Paved Trail (Midtown Trail)
7. Near Razorback Bus Stop (Garland and Sycamore, Inbound & Outbound)

DISCUSSION:
At the March 23, 2026 Planning Commission meeting, a vote of 2-6-0 denied the request. Commissioner Cabe motioned, and Commission Gulley seconded. Commissioners voting against the request largely cited the uncertainty of intense development that could be permitted by right under the proposed RI-U district and potential hazards associated with increased traffic at the single vehicular entry off of Garland. Several commissioners expressed a desire for a planned zoning district or conditional use permit for cluster housing that would allow for better evaluation of the proposed development's compatibility with the surrounding neighborhood. Commissioners Castin and Cabe voted in favor, citing the need for infill in the area and the proximity of the Midtown Trail and transit providing alternative transportation options. Four members of the public spoke against the request, citing the property's history as an urban farm, traffic safety concerns, and the potential intensity of development.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2026-1335

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-08 FOR APPROXIMATELY 2.10 ACRES LOCATED AT 1705 NORTH GARLAND AVENUE IN WARD 2 FROM RSF-4, RESIDENTIAL, SINGLE-FAMILY, FOUR 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, Four 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.

ATTN:

City of Fayetteville County Clerk's Office

City of Fayetteville Attorney's Office

To whom it may concern,

I am writing this letter in response to the denial of the rezoning application, RZN-2026-0008. This letter will serve as our official letter of appeal to the city of Fayetteville Planning Commission's decision for denial.

The current zoning of the 4 parcels of land located primarily at 1705 N. Garland Ave., is RSF-4. According to Fayetteville's zoning definition, a residential single-family, four single family units per acre, or 7 or less of the two (2) family dwellings per acre. "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." The permitted uses under the RSF-4 zoning include: city-wide uses by right, single family dwellings, accessory dwellings, short term rentals. There are also conditional uses listed as: Cultural and recreational facilities, government facilities, two-family dwellings, limited business, home occupations, wireless communications facilities, & Cluster Housing Development.

We are requesting a rezoning to the RI-U zone which by definition, residential intermediate-urban, where there is no "set" density regulation, however there is a land/lot restriction that will limit the development size base on the lot's physical size. The bulk and area regulations listed are a lot width minimum of 18 feet, with build to zone located between the front property line and a 25-foot line from the front of the property line. While the code also states: "Building Area- The area occupied by all buildings shall **not exceed 60%** of the total lot area." There is also a height maximum of 2-3 stories. This zone's allowed usages are: City-wide uses by right, Single-family dwellings, Two (2) family dwellings, Three (3) and four (4) family dwellings, Accessory dwellings, Cluster housing development, Short-term rentals.

Code sates, "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**."

While looking at these two zoning definitions, you can see that these two zonings are quite similar but do have some distinguishing differences. The concerns from the City Council meeting were the increase in traffic from the increased density of a possible development, the

lack of Urban amenities, danger to the Midtown trail, the removal of the current residents of the land- Tricycle Farms, & the possibility of demolition of the current structures on the lots. While these concerns can be raised and discussed with the Council, this is not the meeting in which these should be a factor. This meeting is simply for the rezoning of the property to RI-U. These concerns should be addressed once a Large-Scale development plan is proposed to the City. While we do understand these concerns, we would like to make the following points to alleviate any concerns:

1. The traffic finding by the Planning Commission below states that there could be increased associated traffic, but that it is not likely to create or increase traffic danger or congestion. The property sits at the intersection of Garland Ave. and W Sycamore St. where there is already a current traffic light that cycles through. As the owners, we would be willing to pay for the additional lights needed to add in for our new proposed drive on the Large-Scale Development process. We would also be willing to conduct a traffic study to show that the additional lights would not increase the traffic, however it would allow for a safer flow of traffic. We are not planning on having a secondary entry/exit on the property, nor do we plan on attaching to any existing city road. We plan to have a single drive that will meet city code with a turnaround, leaving one controlled entry/exit point at the stop light. Again, we do not have any civil plans in place as this is just a rezoning, however we already have these ideas and associated cost in mind while looking at the land.
2. The lack of urban amenities and safety concerns on the Midtown trail are also something we would incorporate and be able to better elaborate once we start the design process, however we look at the property's proximity to the bike trail as a added bonus. Being able to incorporate large patios, green spaces, courtyards, nice fencing, bike parking, outdoor dining/lounge areas is the aesthetic we are looking to create. We would like to incorporate as many outdoor community spaces as possible on our property to highlight this city feature. We will also be following all city code restrictions/requirements for all parking and landscaping. Making sure that we are **not only** meeting bare minimums, but that will create a nice, suitable living space.
3. Tri-cycle Farms is the current owner of the land and has been since 2011, they were once serving the community with the property as a space to grow and learn about food storages. Unfortunately, since the pandemic, they have not been able to regain steam to get the operations fully functional again. The owner of the land and the non-profit organization has since pivoted his business strategy to keep the non-profit functional. He is now working with local grocery stores to come up with solutions for food waste. Since this turn in business, he no longer has the need for the land and frankly does not have the means to sustain this property. Before listing the land for sale, he looked at the possibilities for development and suggested the property be rezoned to RI-U to better the use of the land and bring life back to this property.

4. The structures currently on the property consist of a single-family stone dwelling constructed ca. 1937, located at 1705 N. Garland Ave. And a barn on the property with aerial images as early as 1954. As the Planning Commission reports suggest, we will consult with 'Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.' The house is not listed on the Arkansas Historic Preservation Program or the National Register of Historic Places list. Again, we do not have final plans on this property that shows the demolition of this structure, however there are some significant issues with the integrity of the foundation of the home. There are multiple significant cracks and settlings that we will have inspected by a structural engineer in order to deem it safe.

The Planning Commission recommended forwarding RZN-2026-0008 to the City Council with a recommendation of approval. Based on their report the rezoning is consistent with the property's Future Land Use Map, that there is sufficient justification to rezone the property, it is not likely to create or increase traffic danger and congestion. Their findings also state that given the presence of existing public infrastructure, the presence of Midtown Trail on the southern portion of the property, and proximity to nonresidential services such as grocery stores, transit and parks, and that the proposed rezoning is not likely to increase the load on public services.

Based on the property's physical size placing a limit on the possible development's size, the overall rezoning request coinciding with all city codes and suggested plans, as well as the additional points made above to respond to the Council's reasonings for denial, we ask that our appeal is approved for an additional City Council meeting. We plan to make additional adjustments to our application to help alleviate concerns of surrounding land owners/residents. We will be happy to make any additional adjustments suggested by the Planning Commission or City Council or answer any additional questions.

I appreciate your time and attention to this matter.

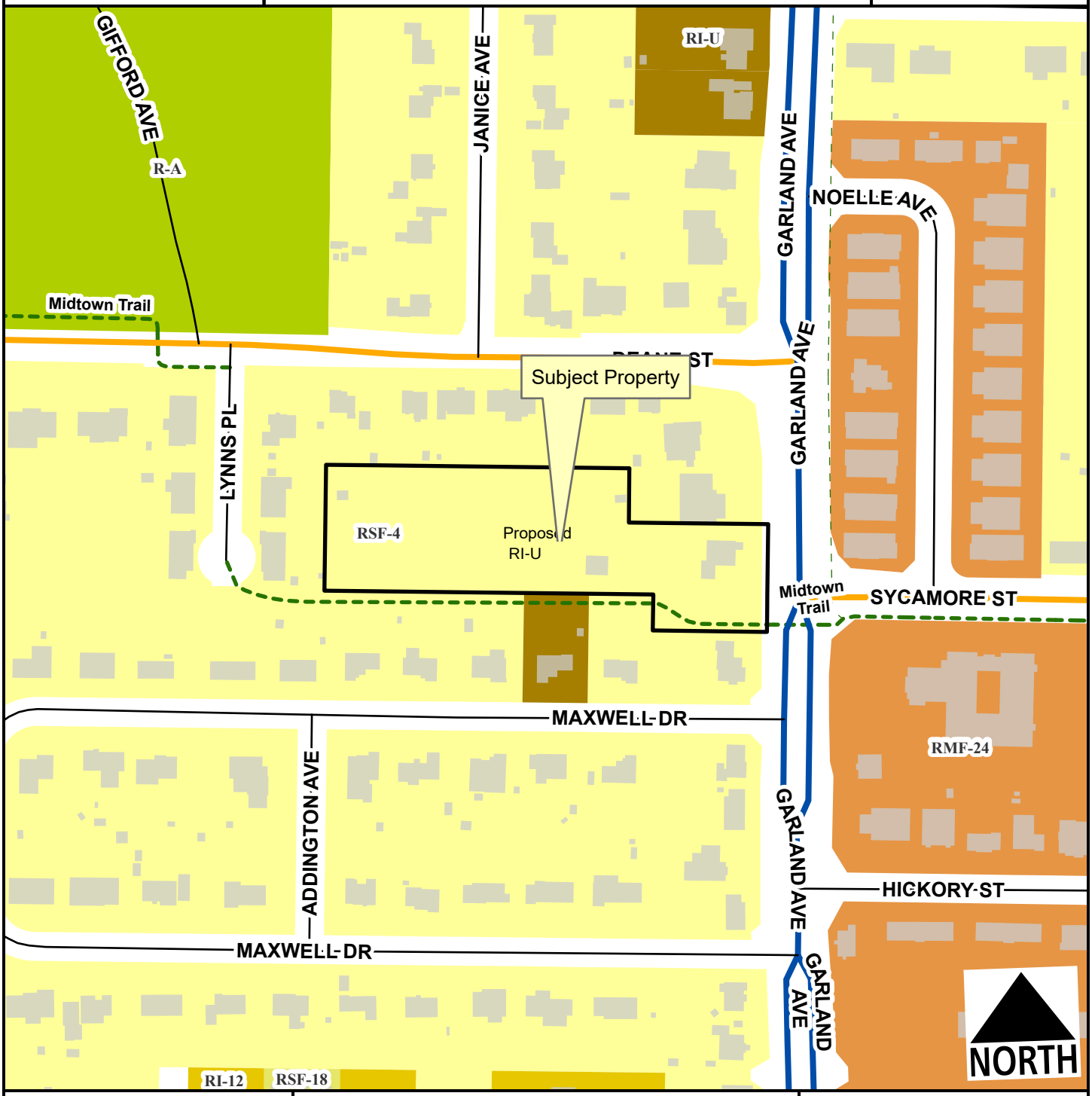
Allie Wilson

RZN-2026-0008

Close Up View

1683, 1691 & 1705 N. GARLAND AVE

RZN-2026-0008
EXHIBIT 'A'



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	2.3
RSF-4	2.3	0.0

Total 2.3 ac

RZN-2026-0008
EXHIBIT 'B'

Legal Description:

1705 N Garland Ave, Fayetteville, AR 72703

Parcel # 765-13561-000 : PT SE Se, 5-16-39 Fayetteville Outlots, .30 Ac

1683-1691 N Garland Ave, Fayetteville, AR 72703

Parcels # 756-13562-000, 765-13561-001, & 765-08115-000

PT E/2 SE SE .73ac & PT SE SE 1.26ac. 5-16-30 & PT N 50 FT. LOT 8, Maxwell Addition

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: March 23, 2026 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2026-0008: Rezoning (1705 N GARLAND AVE/TRICYCLE FARMS, 365)** Submitted by ALLIE WILSON for property located at 1705 N. GARLAND AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.10 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0008** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0008** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located in north Fayetteville west of the intersection of N. Garland Ave. and W. Sycamore Street adjacent to Midtown Trail. The subject property contains four parcels totaling 2.10 acres, which are currently developed as Tri-Cycle Farm, a nonprofit teaching farm first established in 2012. The property is not subject to any overlay districts but does contain hydric soils. 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 RI-U, Residential Intermediate-Urban
East	Mixed-Density Residential Religious Facility	RMF-24, Residential Multifamily, 24 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject area from RSF-4, Residential Single-Family, Four Units per Acre to RI-U, Residential Intermediate-Urban.

Public Comment: Staff has received one public comment in opposition to the request, citing the current role of the property as an urban farm serving food insecurity needs, lack of density restrictions, adjacent single-family properties, lack of urban amenities, likelihood of car users, potential safety hazards, inadequate infrastructure, and need for further studies.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along N. Garland Avenue, a fully improved Regional Link with asphalt paving, sidewalk curb and gutter. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the Subject area. Existing 2-inch water main is present along N. Garland Ave.

Sewer: Sanitary Sewer is available to the Subject area. Existing 8-inch sewer main is present along N. Garland Ave. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 577 feet north of the property.

Drainage: The property is not within the Hillside-Hilltop Overlay District and does not contain streamside protection zones or and FEMA floodplain. The property does contain hydric soils, a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Fire: Station 8, located at 2266 W. Deane Street, protects this site. The property is located approximately 0.9 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The current zoning district of RSF-4 requires **25% minimum canopy preservation.** The proposed zoning district of RI-U 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** area.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact

blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, W. Deane St)
- Near Sewer Main (8 inch main, N. Garland Ave.)
- Near Water Main (2 inch main, N. Garland Ave.)
- Near Grocery Store (Harps)
- Near City Park (Lewis Soccer Complex)
- Near Paved Trail (Midtown Trail)
- Near Razorback Bus Stop (Garland and Sycamore, Inbound & Outbound)

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: **The subject property is primarily surrounded by single-family homes to the east, west, and south, with mixed-density residential and a church located to the east across Garland. There are nearby apartment complexes on Mount Comfort and Garland. Other nonresidential services in the area include city parks, a police and fire station, and commercial business including grocery and convenience stores. Staff finds the proposed RI-U rezoning compatible with surrounding uses. RI-U permits a mix of low-intensity residential types, including up to four-unit buildings, but maintains a minimum lot width of 18 feet and a maximum building height of three stories. Several rezonings in recent years have slowly increased the permitted density in the area, with an anticipated increase in the density of the built environment as those areas redevelop.**

The applicant has indicated an intent to develop the property with cottage style cluster housing, a use which is permitted by right in RI-U. Midtown trail is also located along the southern edge of the property, permitting trail-oriented development in line with recent city code changes. RI-U does not permit multifamily structures exceeding five or more units, and staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the subject area. While RSF-4 and RI-U allow similar uses, RI-U permits more housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale. Additionally, RI-U permits limited small-scale commercial uses by conditional use permit, which could further contribute to the nonresidential amenities in the area with appropriate safeguards.

Land Use Plan Analysis: **Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The RI-U zoning district would allow a greater variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 7 with a weighted score of 8, indicating it is a suitable location for infill development. The property also fronts onto Midtown Trail, a recent public improvement by the city in the area that would enable residents to utilize alternative means of transportation. Infill in this area could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes.**

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

Finding: **Staff finds that there is sufficient justification to rezone the subject property at this time. A rezoning to RI-U would establish more flexible allowances for creative redevelopment of the subject property that could ultimately allow for more preservation of existing open space and potentially enable homeownership of smaller, more attainable dwelling units in an area of town with a relatively high concentration of services, amenities, and employment opportunities. A redevelopment of the land under existing entitlements would have less flexibility and likely result in increased impact and costs.**

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

Finding: **Rezoning the property from RSF-4 to a RI-U could increase development potential and its associated traffic impact on the site as the proposal would eliminate the current density limitation of four units per acre with no proposed density cap. However, staff finds that rezoning the property to RI-U is not likely to create or appreciable increase traffic danger and congestion since the subject property is relatively small and alternative transportation options are readily available. RI-U would also permit trail-oriented development in line with recent code changes. Any street improvements required in this area would be determined at the time of development proposal.**

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

Finding: **Rezoning the property from RSF-4 to RI-U has the potential to alter the population density when considering that RI-U has no set density limitation. However, given the presence of existing public infrastructure, the presence of Midtown Trail on the southern portion of the property, and proximity to nonresidential services such as grocery stores, transit and parks, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. While there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 577 linear feet downstream of this property, the**

relatively small size of the property is also likely to naturally limit development capacity. Any street improvements required in this area would be determined at the time of development proposal. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2026-0008 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: March 23, 2026	❒ **Tabled**	❒ **Forwarded**	☒ **Denied**
Motion: CABE	I move to forward RZN-2026-0008 to the City Council with a recommendation of approval.		
Second: GULLEY			
Vote: 2-6-0 (CASTIN AND CABE IN FAVOR)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family –Four (4) Units Per Acre
  - §161.12 Residential Intermediate-Urban
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Long Range Planning Memo
- Applicant Exhibits
  - Request Letter

Public Comment

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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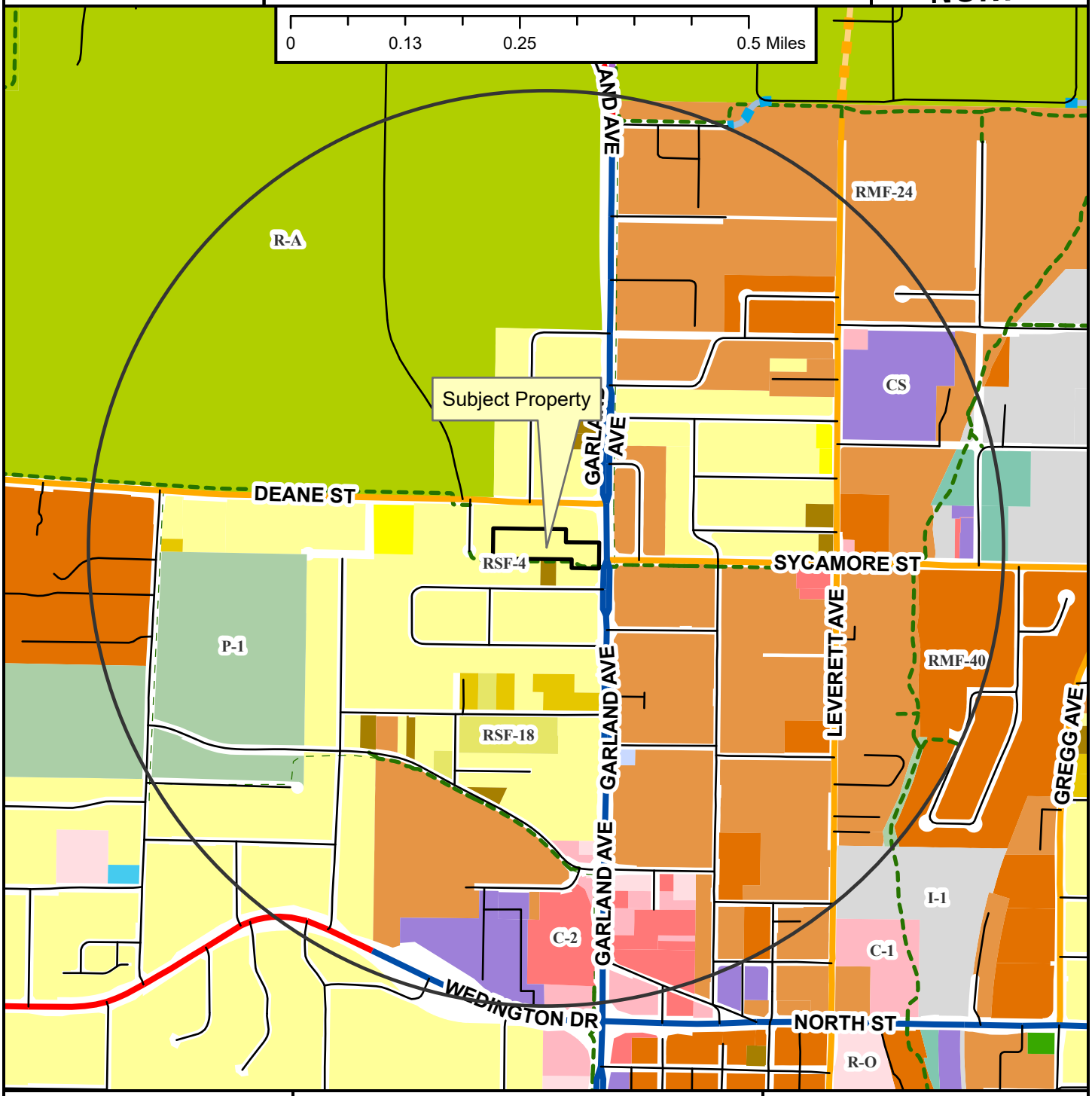
RZN-2026-0008

One Mile View

1683, 1691 & 1705 N. GARLAND AVE

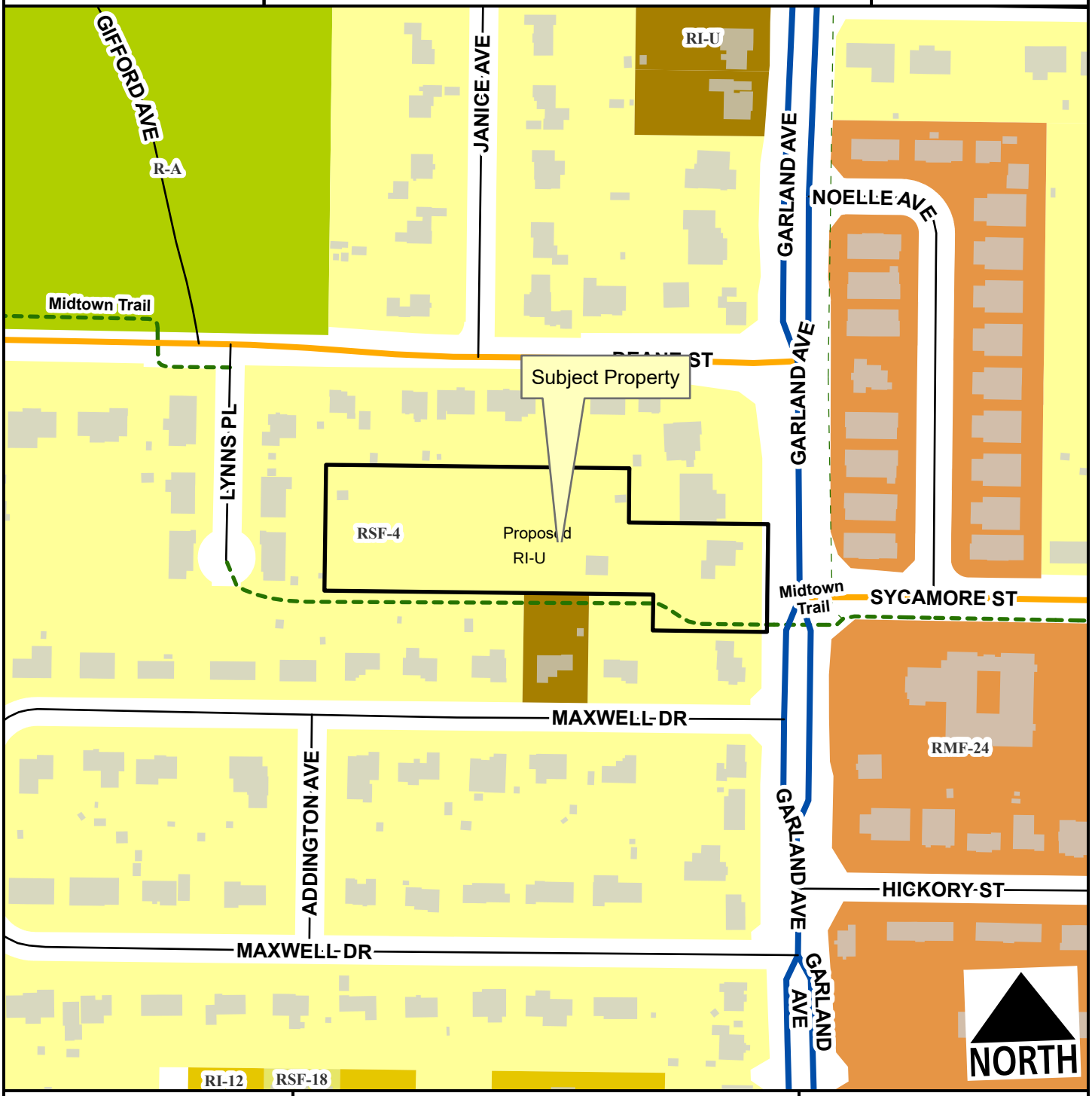
NORTH



RZN-2026-0008

Close Up View

1683, 1691 & 1705 N. GARLAND AVE



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	2.3
RSF-4	2.3	0.0

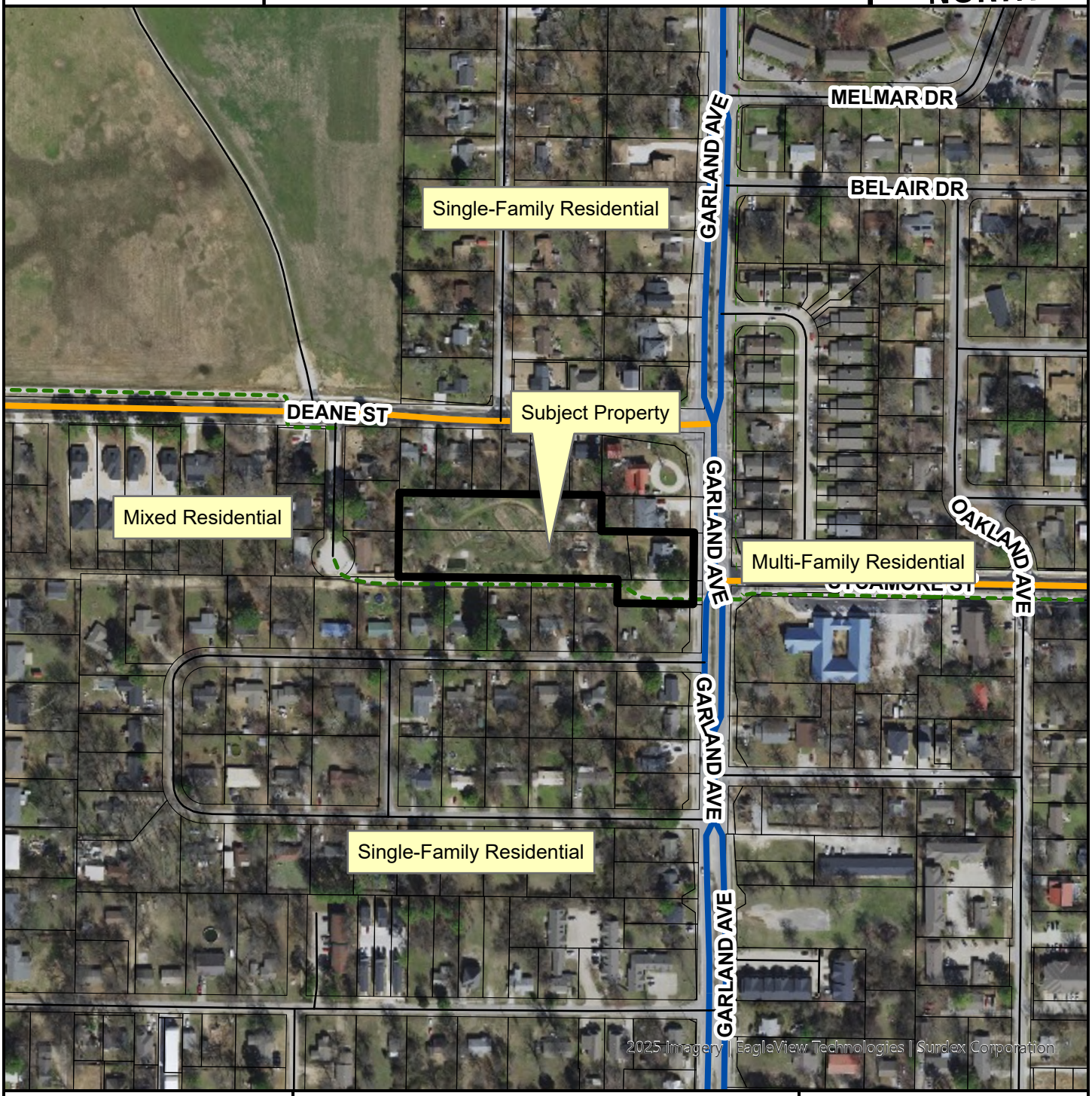
Total 2.3 ac

RZN-2026-0008

Current Land Use

1683, 1691 & 1705 N. GARLAND AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

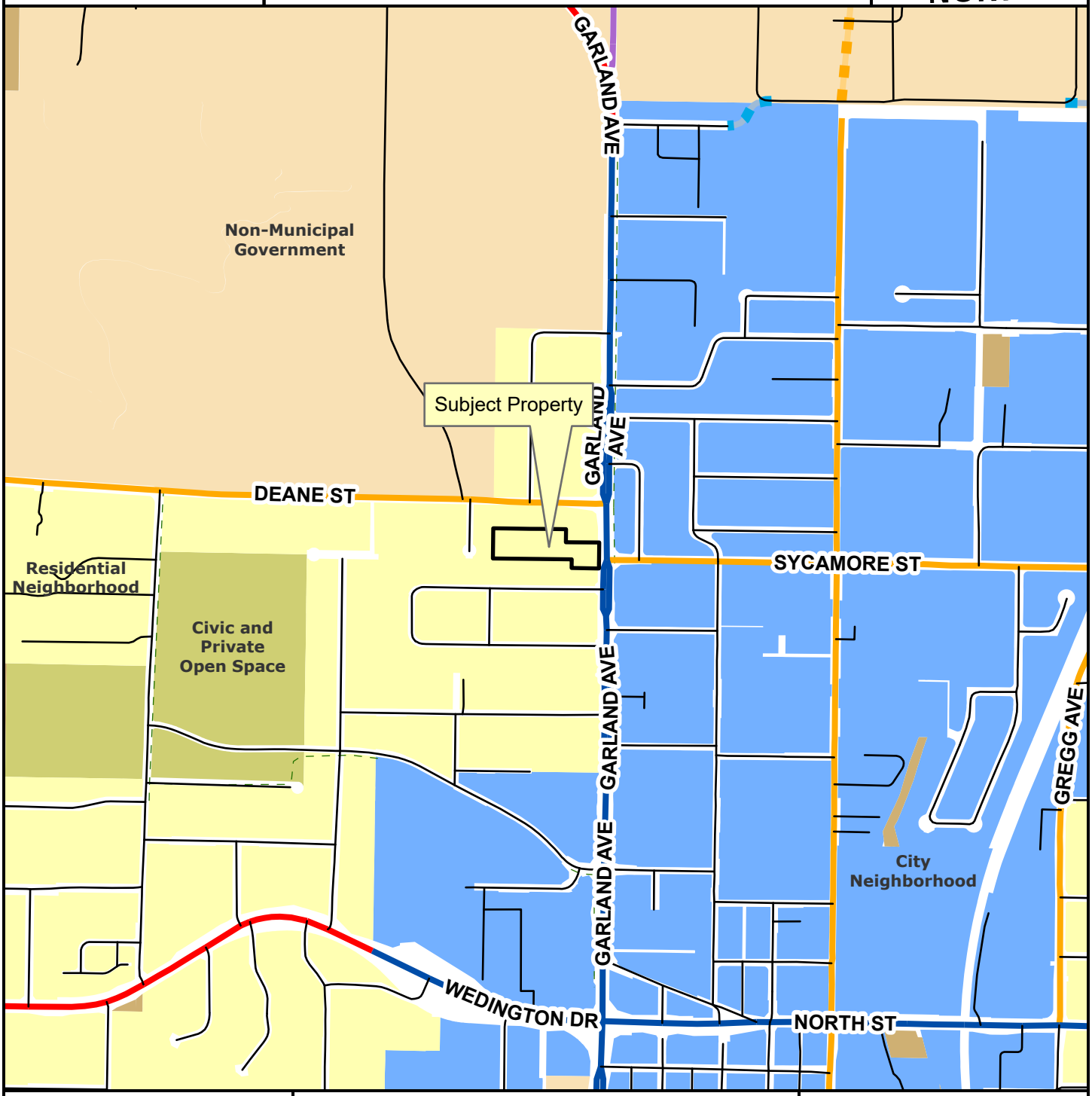
- 100-Year Floodplain
- Floodway

RZN-2026-0008

Future Land Use

1683, 1691 & 1705 N. GARLAND 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)

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: March 23, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2026-0008**

BACKGROUND:
The applicant requests to rezone approximately 2.26 acres from RSF-4, Residential Single-Family, Four Units per Acre to RI-U, Residential Intermediate - Urban. Two long range planning document is relevant when evaluating this request: *City Plan 2040* and the *Heritage & Historic Preservation Master 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".

Heritage & Historic Preservation Plan (2023):
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

The subject property has not yet been surveyed for historic resources, but a review of the site shows one residential building and one barn structure. The residence at 1705 N. Garland Ave.

contains a single-family stone dwelling constructed ca. 1937. The property appears to retain its integrity of materials and design and is potentially eligible for state or national registers or as a contributing feature of an Ozark Giraffe or “rock house” historic district.

There is also a log barn on the property. Aerial images as early as 1954 show this structure. Agricultural structures in Fayetteville are becoming increasingly rare due to the loss of farmland and increasing development pressure.

Since the applicant indicates there are redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

DISCUSSION:

Zoning History:

Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the low-density “R-1” zoning district, which was subsequently translated to “RSF-4” with the adoption of the city’s Unified Development Code.

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-, and four-family housing.

[1] City Plan 2040, 128.

2/24/2026

To Whom It May Concern:

This letter is to request the rezoning of the 4 parcels at the physical addresses of 1705 N. Garland Ave. & 1683-1691 1705 N. Garland Ave., Fayetteville, AR. We are proposing rezoning from single family residential to RI-U zoning.

This property located right alongside the bike trail and at an existing intersection will create an optimal land for a housing development. Our plan is to create a property for

When Googled, "Residential Intermediate-Urban (RI-U) in Fayetteville, Arkansas, is a zoning district designed to allow high-density residential development, including single-family, duplex, triplex, and multi-family structures. While specific maximum unit counts per acre can vary by development type, it is considered a "gentle density" zone."

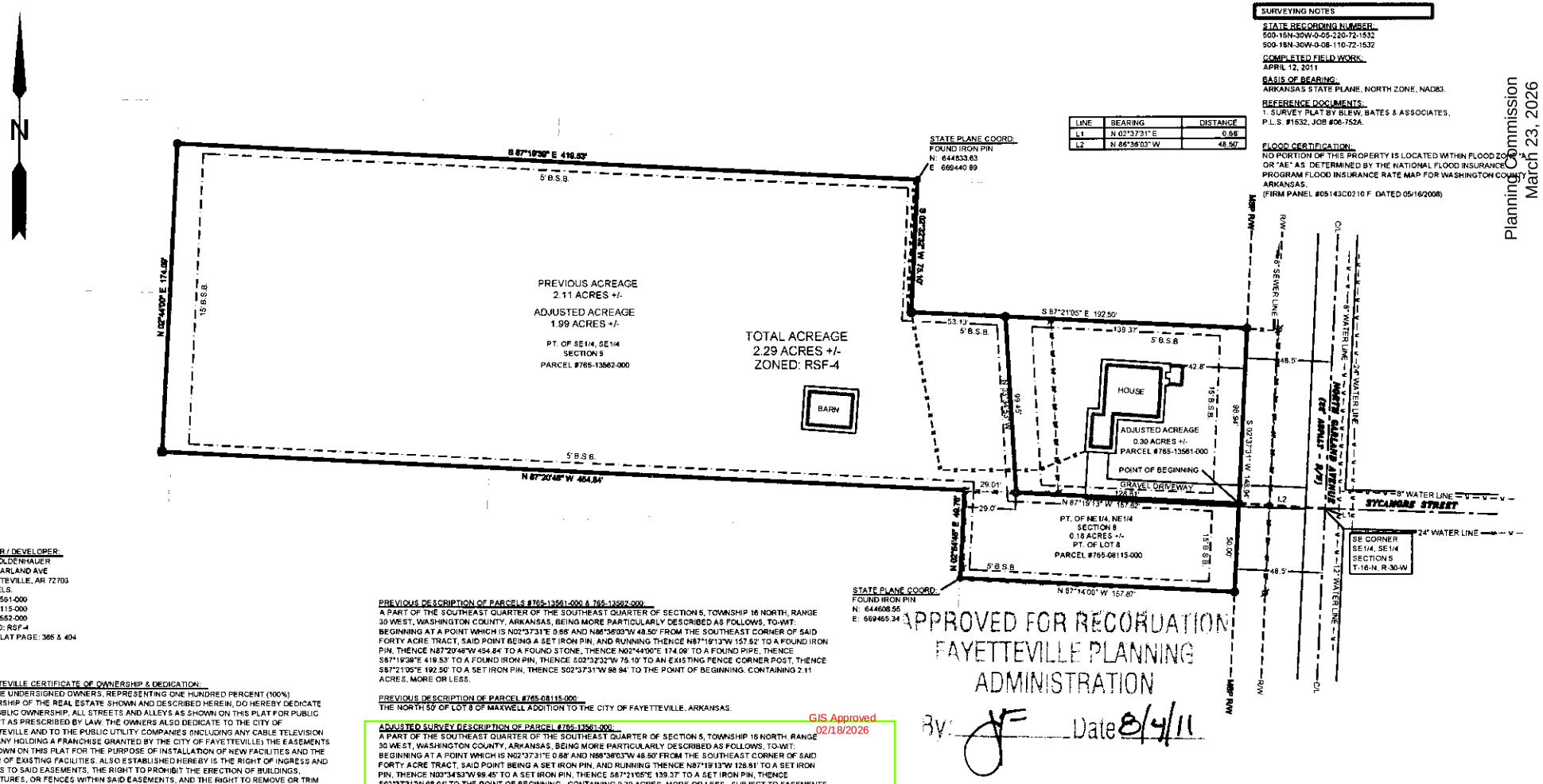
We feel as this is a perfect representation on what we would like to develop the property into. Providing additional units per acre, to create a housing district that will incorporate community and the bike trail to provide optimal multi-family housing options. We propose RI-U zoning that compliments the property just South of the land, currently zoned RI-12 to give us the opportunity of cluster housing with smaller lot lines to maximize the value of square footage of the land.

We plan to do cottage style housing that would be trail facing, these would be 3-bedroom cottages. While using the other pieces of land to do 4-plex, 1-2-bedroom cottage style homes (photo inspiration is available upon request). We can also provide a preliminary layout of home on our property. We plan to meet all city requirements and hope to make this a desirable place to live.

WE are excited to create a community based on what the City of Fayetteville has planned for the long-term development of the City and will be happy to incorporate any creative ideas proposed.

We hope this rezoning is considered to provide a great housing opportunity to the people of Fayetteville.

Allie Wilson
Operations Manager
501-804-1327



LINE	BEARING	DISTANCE
L1	N 02°37'31" E	0.68'
L2	N 86°36'03" W	48.50'

SURVEYING NOTES

STATE RECORDING NUMBER:
500-16N-30W-0-05-220-72-1532
500-16N-30W-0-08-110-72-1532

COMPLETED FIELD WORK:
APRIL 12, 2011

BASIS OF BEARING:
ARKANSAS STATE PLANE, NORTH ZONE, NAD83.

REFERENCE DOCUMENTS:
1. SURVEY PLAT BY BLEW, BATES & ASSOCIATES, P.L.S. #1632, JOB #06-752A.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL #05143C0210 F DATED 05/16/2008)

OWNER / DEVELOPER:
TIM MOLDENHAUER
1705 GARLAND AVE
FAYETTEVILLE, AR 72703
PARCELS:
765-13561-000
765-08115-000
765-13562-000
ZONED: RSF-4
CITY PLAT PAGE: 385 & 404

FAYETTEVILLE CERTIFICATE OF OWNERSHIP & DEDICATION:
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

8/3/11 — DATE
OWNER

PREVIOUS DESCRIPTION OF PARCELS #765-13561-000 & 765-13562-000:
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°37'31"E 0.68' AND N86°36'03"W 48.50' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A SET IRON PIN, AND RUNNING THENCE N87°19'13"W 157.82' TO A FOUND IRON PIN, THENCE N87°20'48"W 454.84' TO A FOUND STONE, THENCE N02°44'00"E 174.09' TO A FOUND PIPE, THENCE S87°19'39"E 419.53' TO A FOUND IRON PIN, THENCE S02°32'32"W 75.10' TO AN EXISTING FENCE CORNER POST, THENCE S87°21'05"E 192.50' TO A SET IRON PIN, THENCE S02°37'31"W 98.94' TO THE POINT OF BEGINNING. CONTAINING 2.11 ACRES, MORE OR LESS.

PREVIOUS DESCRIPTION OF PARCEL #765-08115-000:
THE NORTH 50' OF LOT 8 OF MAXWELL ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

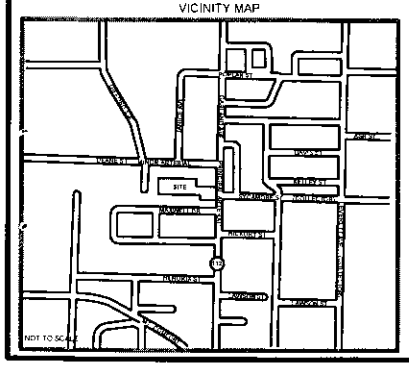
ADJUSTED SURVEY DESCRIPTION OF PARCEL #765-13561-000:
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°37'31"E 0.68' AND N86°36'03"W 48.50' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A SET IRON PIN, AND RUNNING THENCE N87°19'13"W 128.81' TO A SET IRON PIN, THENCE N03°34'53"W 99.45' TO A SET IRON PIN, THENCE S87°21'05"E 139.37' TO A SET IRON PIN, THENCE S02°37'31"W 98.94' TO THE POINT OF BEGINNING. CONTAINING 0.30 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

ADJUSTED SURVEY DESCRIPTION OF PARCELS #765-13562-000 & 765-08115-000:
THE NORTH 50' OF LOT 8 OF MAXWELL ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, ALL BEING IN TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°37'31"E 0.68' AND N86°36'03"W 48.50' FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, SAID POINT BEING A SET IRON PIN, AND RUNNING THENCE S02°37'31"W 50.00' TO A SET IRON PIN, THENCE N87°14'00"W 157.87' TO A FOUND IRON PIN, THENCE N02°54'45"E 49.78' TO A FOUND IRON PIN, THENCE N87°20'48"W 454.84' TO A FOUND STONE, THENCE N02°44'00"E 174.09' TO A FOUND PIPE, THENCE S87°19'39"E 419.53' TO A FOUND IRON PIN, THENCE S02°32'32"W 75.10' TO AN EXISTING FENCE CORNER POST, THENCE S87°21'05"E 53.13' TO A SET IRON PIN, THENCE S03°34'53"E 99.45' TO A SET IRON PIN, THENCE S87°19'13"E 128.81' TO THE POINT OF BEGINNING. CONTAINING 1.99 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATION
By: _____ Date 8/4/11

GIS Approved
02/18/2026

VICINITY MAP



STANDARD LEGEND

SURVEY FEATURES
BOUNDARY LINE
FORTY LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
TREE LINE
(M) FIELD MEASUREMENT
(R) RECORDED MEASUREMENT

EASEMENTS
INGRESS & EGRESS EASEMENT
BUILDING SET BACK
UTILITY EASEMENT

UTILITY LINES
WATER LINE
OVERHEAD POWER LINE
SEWER LINE
FLOW LINE
GAS LINE
FIBER OPTIC
TELEPHONE LINE

SURVEYING SYMBOLS
SET/FOUND 5/8" REBAR
SET/FOUND NAIL
FENCE CORNER POST
FOUND STONE
STATE MONUMENT
FOUND PIPE
COMPUTED POINT
SET/FOUND ALUM. MONUMENT
SET/FOUND COTTON SPINDLE
SET / FOUND PK NAIL
RAILROAD SPIKE
TEMP BENCH MARK (ELEV.)
STAKE ON LINE
TREE

UTILITY SYMBOLS
SANITARY SEWER
MANHOLE
POWER POLE
WATER VALVE
GAS METER
ELECTRICAL BOX
TELEPHONE PEDESTAL
WATER METER
SEPTIC LID
FIRE HYDRANT
STORM WATER
LIGHT

SURVEY FEATURE HATCHES
ASPHALT
CONCRETE
POND
GRAVEL
FLOOD ZONE

Doc ID: 01414293000 Type: REL
Kind: SURVEY
Recorded: 08/04/2011 at 03:08:28 PM
Fee Amt: $15.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File 2011-00021930

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 30TH DAY OF APRIL 2011

REGISTERED PROFESSIONAL LAND SURVEYOR — BURLEY G. BLEW

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

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PROFESSIONAL LAND SURVEYORS
524 W. SYCAMORE ST, SUITE 4
FAYETTEVILLE, AR 72703
PH. (479) 443-4506 FAX (479) 582-1883
http://www.blewinc.com

FOR THE USE AND BENEFIT OF: TIM MOLDENHAUE

JOB # 11-095	DRAWN BY: BG	
LOCATION:	SEC'S 5 & 8, TOWNSHIP 16 NORTH, RANGE 30 WEST	SURVEYED Y BG
COUNTY/STATE:	WASHINGTON COUNTY, ARKANSAS	DATE: 04

Wonsower, Donna

From: Planning Shared
Sent: Wednesday, March 11, 2026 8:15 AM
To: Wonsower, Donna
Subject: FW: URGENT: Concerns Regarding RZN-2026-0008 (Tri Cycle Farms) - Infrastructure Incompatibility & Safety Hazards

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: Nico Follett <nicofollett@gmail.com>
Sent: Wednesday, March 11, 2026 12:07 AM
To: Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Subject: URGENT: Concerns Regarding RZN-2026-0008 (Tri Cycle Farms) - Infrastructure Incompatibility & Safety Hazards

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Fayetteville Planning Commission and Ward 2 Council Members,

I am a resident of the neighborhood home to the 2.29-acre Tri Cycle Farms property. I want to be clear: I am a *supporter* of infill and recognize the urgent need for (affordable!) housing in Fayetteville. However, the request for RI-U (Residential Intermediate-Urban) for this specific location is an irresponsible application of "Urban" zoning in a non-urban context.

1. The "Urban" Mismatch

RI-U was designed for the downtown core, whereas this property is exclusively surrounded by single-family homes and mature residential infrastructure.

-

- **The Shock of Density:**

- This proposal trades a historic community green space with mature fruit trees aiding in food insecurity and community programming for an uncapped number of multistory residential units with virtually zero setbacks.
- RI-U carries no affordability covenant requirement. In a university town, "uncapped" density near campus (and continuously gentrified homes) historically produces premium student-market units, not the affordable family housing the city actually needs, especially in *this* particular neighborhood – a pocket including some of the highest poverty rates in Fayetteville.
- It feels as though the city would be effectively establishing that "urban" zoning can be applied anywhere a developer requests it, regardless of context.
- **Missing Infrastructure:**
- While the proposed zoning claims this is "urban," it lacks the basic *amenities*
- that make real urban living
- *functional*
- to the diverse neighborhood in the block confined by Deane, Garland, Wedington,
- and Porter. My family currently has to drive to reach a public playground for our small children, or bring home any reasonable amount of groceries with preschoolers in tow.
- If the city is granting high density, it should mandate - at a minimum - Neighborhood Services (NS-G) like a small pocket park and walkable food access (small grocer, bodega, deli, or a cafe). Without these, you are simply building a "parking-free" commuter colony that adds cars to our neighborhood streets without adding any value to the existing residents' lives.
- Mass transit, large employers in close proximity, grocery stores and entertainment within REAL walking distance in every neighborhood, mild weather: these things make a walkable city. Adding housing while removing parking lots does not.
- Unlike downtown, there is NOT plentiful commercial parking near this lot for new resident spillover, and they won't want to walk twenty minutes next to the cars speeding up Garland to Harp's one-way just to carry back their week's groceries either.
- **Interstate Commuters**:

- Unlike downtown, many residents who choose this particular neighborhood choose it for the quick interstate access:
- *they have cars*.
-

2. Critical Safety Hazard: The Midtown Trail

My six home cul-de-sac serves as a **literal segment of the Midtown Trail.**

The Conflict: Under RI-U, the developer will likely seek extreme parking reductions. In a "one bedroom, one car" university town, those cars will inevitably spill into our cul-de-sac (the closest direct connection with street parking opening up to this development without navigating around privacy fences to neighborhoods like Maxwell or traversing further streets).

-
-
- **The Danger:**
- Forcing cyclists and pedestrians (including children) to navigate a trail clogged with overflow parking from a high-density development is a massive safety liability for the city. Even before the trail existed, Lynn's Pl was difficult for a vehicle to navigate
- if there were cars parked near one another on opposing sides of the street.
-

3. Documented Infrastructure Failure & Environmental Impact

Our street is already at its limit. I have witnessed larger vehicles such as delivery and moving trucks struggle to maneuver the cul-de-sac at times when guests are parked on the street. If guest parking is utilized by even two close neighbors simultaneously, the street can become difficult for recycling/trash vehicles and, more critically, Fire and EMS apparatus.

-
-
- **Watershed Concerns:**
- Replacing 2.29 acres of permeable farm soil, hugelkultur beds, and mature trees literally designed for permaculture with "uncapped" hardscape in an area already prone to runoff is an environmental oversight. My yard floods in spite of a small home footprint,
- rain barrels, and a permeable driveway surface. We need to see a rigorous watershed and drainage analysis before any density increase is considered.
-
-
-
- **Historical Precedent:**

- Even the owner of the farm persistently directed visitors to park at the church across Garland because he knew this site and these streets could not handle the load - which was always far less than this current proposal.
-
-
-
- **Further Studies**:
-
    -
    -
    - **Street Traffic**:
    - The Deane to Sycamore turning lane is already crammed. Interstate traffic can back up all the way to the Deane intersection around peak commuting hours. How will uncapped residential units at Sycamore and Garland impact that further?
    -
    -
    -
    - **Residential Parking**:
    - Lynn's Pl is meant to serve only six homes, but even the existing parking is occasionally not enough. I've already had trouble backing out of my own parking space if my across-the-street neighbor has a guest who parks behind my driveway. I've unwittingly planned
    - a birthday party for my child at the same time as a neighbor a few doors down on Deane St. – where there is no street parking, like Garland – throwing their own house party and it already causes issues.
    -
    -
    -
    - **Schools & Utilities**:
    - Has the school board been formally consulted regarding handling an uncapped residential unit development? Have utility capacity studies been run alongside traffic and watershed analyses?
    -
    -
    -
    - Has
    - **construction**
    - phase impact for such a development been considered, regarding flow of traffic
    - on Garland as well as damage on fresh city construction nearby residents endured for years for the Midtown improvements?
    -

Requested Action

I ask the Planning Commission to **deny** the RI-U request. Any redevelopment of this site must be handled with a **Planned Zoning District (PZD)** that includes:

1.
2.
3. A hard cap on units to protect the watershed and neighborhood scale.
4.

5.
6.
7. On-site public amenities (e.g., a pocket park/playground) to reduce car dependency and
8. ground-floor Neighborhood Services to make the "Urban" designation functional,
9. *not just a density loophole.*
10.
11.
12.

13. A Multi-Modal Safety Study specifically addressing the Midtown Trail connection.

14.

We want Fayetteville to grow, but it must be done right, with respect for the safety of our trails and the capacity of our infrastructure. I urge you to **deny RZN-2026-0008** and direct the applicant toward a **Planned Zoning District** that protects the Midtown Trail, preserves a portion of the neighborhood's green space (especially in light of the future development of Lewis), and provides the actual urban amenities that this area lacks to be considered urban zoning.

Sincerely,

Nico Follett

1239 W. Deane St.

Fayetteville, AR 72703

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-1520

MEETING OF MAY 5, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Council Member Sarah Moore

SUBJECT: **A resolution to express gratitude for academic project to explore and provide considerations for crisis response systems**

RECOMMENDATION:
Council Member Moore is sponsoring a resolution to express gratitude for the academic project to explore and provide considerations for crisis response systems, with an appreciation to the University of Arkansas Ph.D. policy students for their contributions and their service to the community.

BACKGROUND:
Council Member Moore requested this item be included as the last item of New Business on the April 28, 2026 City Council agenda. This item will be followed by a presentation from the University of Arkansas students Dola Flake, Erica Eneks, Travis Wagher, and Larissa Rocha.

DISCUSSION:

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. City Attorney & Council Member Moore Approval Verification, 4. Email Verification, 5. Crisis Response Opportunities in Fayetteville Presentation

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

File #: 2026-1520

A RESOLUTION TO EXPRESS GRATITUDE FOR ACADEMIC PROJECT TO EXPLORE AND PROVIDE CONSIDERATIONS FOR CRISIS RESPONSE SYSTEMS

WHEREAS, the City of Fayetteville values thoughtful, community-driven approaches to responding to individuals experiencing crisis; and

WHEREAS, Ph.D. policy students from the University of Arkansas studied and are providing considerations on crisis response systems; and

WHEREAS, their work has the ability to help to deepen understanding of how crisis response can serve residents, reduce strain on emergency systems, and promote safer outcomes; and

WHEREAS, this collaboration demonstrates the power of local partnerships to bring forward new ideas and practical solutions grounded in research and community needs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its appreciation to the University of Arkansas Ph.D. policy students for their contributions and thanks them for their service to the community.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby recognizes the importance of continuing to explore innovative and compassionate approaches to crisis response informed by research and collaboration.

CivicClerk No.: 2026-

AGENDA REQUEST FORM

FOR: Council Meeting of May 19, 2026

FROM: Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO EXPRESS GRATITUDE FOR ACADEMIC PROJECT TO EXPLORE AND PROVIDE CONSIDERATIONS FOR CRISIS RESPONSE SYSTEMS

APPROVED FOR AGENDA:

Council Member Sarah Moore — Date

Kit Williams — 4-17-26 — Date
Approved as to form

Mayor Molly Rawn — Date
Acknowledgement

A RESOLUTION TO EXPRESS GRATITUDE FOR ACADEMIC PROJECT TO EXPLORE AND PROVIDE CONSIDERATIONS FOR CRISIS RESPONSE SYSTEMS

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby recognizes the importance of continuing to explore innovative and compassionate approaches to crisis response informed by research and collaboration.

From: Moore, Sarah
To: CityClerk
Subject: FW: Resolution for Tue 04.28 agenda
Date: Thursday, April 23, 2026 12:26:15 PM
Attachments: image001.png
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image002.png

Good afternoon. Please add this item to the agenda as last item of new business per approval to city attorney office of this language on Monday April 20th. This student group will present at agenda session with the request to then place this item on consent agenda for the full council meeting with no presentation at the final city council meeting.

Thank you

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

CITY OF FAYETTEVILLE ARKANSAS

Report a concern with SeeClickFix:
https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix
Speak up on City projects:
https://speakup.fayetteville-ar.gov/
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Friday, April 17, 2026 at 4:28 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: Re: Resolution for Tue 04.28 agenda

Please review and send your approval unless you would like any changes.

Kit Williams
City Attorney
City of Fayetteville AR
479-575-8313

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Friday, April 17, 2026 1:23 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Resolution for Tue 04.28 agenda

Hi Kit. Here is a resolution draft to add the phd policy students to the agenda for the session for 04.28. Please let me know if you have any suggestions or thoughts to what I have provided.

Express gratitude for academic project to explore and provide considerations for crisis response systems

WHEREAS, the City of Fayetteville values thoughtful, community-driven approaches to responding to individuals experiencing crisis; and

WHEREAS, Ph.D. policy students from the University of Arkansas studied and are providing considerations on crisis response systems; and

WHEREAS, their work has the ability to help to deepen understanding of how crisis response can serve residents, reduce strain on emergency systems, and promote safer outcomes; and

WHEREAS, this collaboration demonstrates the power of local partnerships to bring forward new ideas and practical solutions grounded in research and community needs;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fayetteville expresses its appreciation to the University of Arkansas Ph.D. policy students for their contributions and thanks them for their service to the community.

BE IT FURTHER RESOLVED that the City recognizes the importance of continuing to explore innovative and compassionate approaches to crisis response informed by research and collaboration.

Thank you
Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

CITY OF FAYETTEVILLE ARKANSAS
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Voice your feedback to the entire Council and Mayor by emailing:
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Crisis Response Opportunities in Fayetteville

A Student Research Project Examining Gaps in Fayetteville's Crisis Response System and Assessing the Feasibility and Cost-Effectiveness of Civilian-Led Mental Health Response Models

Erica Eneks, Dola Flake, Larissa Rocha, and Travis Wagher
University of Arkansas Public Policy Ph.D. Program

The National Problem

- Up to 15% of police calls involve mental health crises, yet many officers lack specialized behavioral health training [3, 24, 10, 21]
- Officers may miss signs of mental illness, resulting in arrest instead of psychiatric care [10, 11]
- People with mental illness are 16x more likely to be killed during police encounters; overrepresented in carceral system [24]
- Traditional law enforcement response criticized for escalation risk, limited training, and fatal outcomes [21]

The Local Problem – Fayetteville, AR

- FPD has seen rising mental health crisis calls over the past decade [20, 24]
- CIRT has shown early success through improved outcomes, officer buy-in, reduced patrol workload, and positive community reception, but a more comprehensive mental health response system is still needed [20, 24]
- CIRT has limited hours of operation and low community awareness [1]
- Other identified barriers to care include lack of insurance and long waitlists [24]

UNIVERSITY OF ARKANSAS
J. William Fulbright College of Arts & Sciences

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AR

Crisis Intervention Response Team (CIRT)

Fayetteville's Crisis Intervention Response Team(CIRT)

What is CIRT?

Co-response program pairing police officers with social service advocates for mental health-related calls

Launched in 2021 in partnership with the University of Arkansas Social Work Department

Began with grant funding; now supported by the general budget

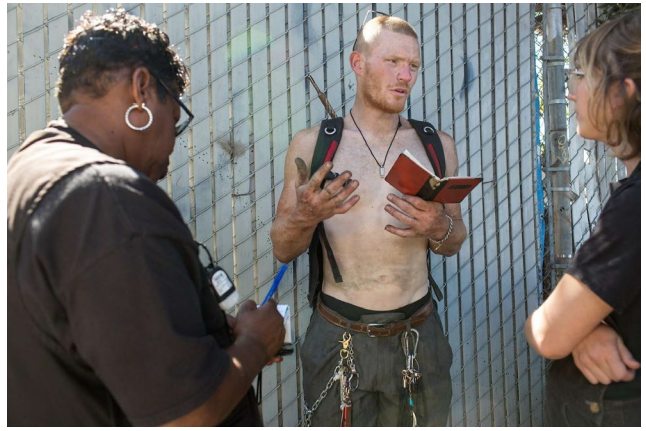
Program goals
1.Decriminalize vulnerable populations
2. Connect victims to support
3.Community trust building
4. Data driven evaluation

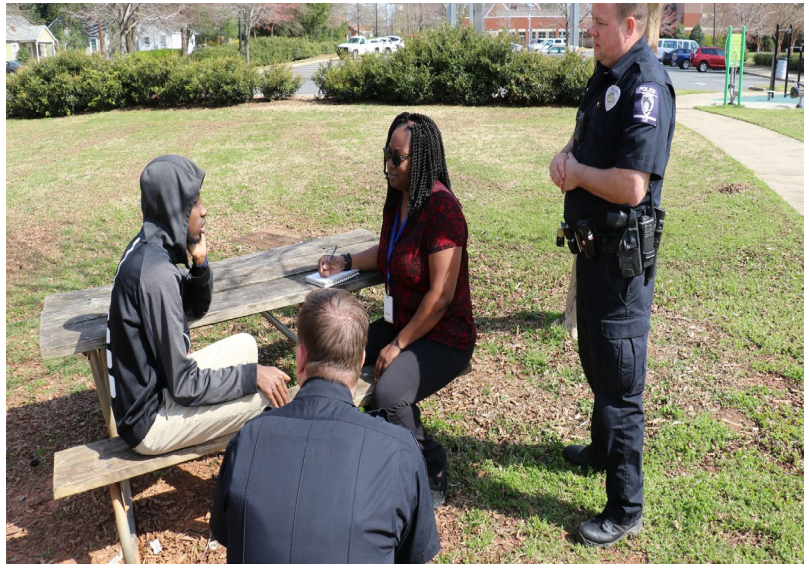
Proven Results

- Increased officer engagement in case management solutions [21]
- Reduced workload on officers and other city workers [24]
- Decreased engagement by frequent users [24]
- Reduced calls related to Intoxicated persons, Welfare Concerns and Suicide Threat [21]
- Participants reported feeling safer, more supported, and more willing to seek help [24]

Challenges and Gaps

- Limited program availability [24]
- Low community awareness of program services and systemic barriers [24]
- No mobile crisis unit
- No mental health crisis services outside of traditional emergency room settings
- More comprehensive and expanded mental health services needed





Alternative Response Models

Alternative Response Models

- As mental health crisis calls have increased, communities across the U.S. have developed alternative response models to better serve individuals in crisis [20, 21]

- Each model varies in structure, staffing and approach, but shares a common goal of connecting people to appropriate services rather than defaulting to criminal action [10, 23]

Co-Responder Models

Civilian-Led Initiatives

Crisis Intervention Teams (CIT)

Co-Responder Models

Multidisciplinary Partners

Pairs trained law enforcement officers with mental health professionals such as LCSWs, LPCs, LMFTs, or psychiatrists [22, 12]

Positive Public Perception

Generally, well received by both law enforcement and the public, showing improved outcomes and crisis management [23, 21]

Operational Efficiency

Decreases arrests during crisis and reduces the time officers spend on scene, lowering the overall burden on law enforcement [23, 3]

Limitations

Limited by a lack of standardized protocols and systemic barriers like insurance gaps or long service waitlists [12, 24]

Civilian-Led Interventions

Multidisciplinary Partners

Deploys mobile teams of mental health workers and EMTs, without police, to handle non-criminal call via 911 dispatch triage [6, 11]

Positive Public Perception

Typically, more accepted by the public and often more effective at managing crises and providing outpatient follow-up [25]

Operational Efficiency

Reassigning low-risk call can recover police time equivalent to 59 full-time officers, or roughly 9% of patrol personnel [17]

Limitations

Highly dependent on institutional capacity and the willingness of dispatchers to divert calls despite risk aversion [5, 18]

Crisis Intervention Teams (CIT)

Multidisciplinary Partners

Features 40 hours of specialized police training and inter-agency collaboration between police, clinicians, medical personnel [2, 16]

Positive Public Perception

Increased collaboration between departments fosters greater community outcomes and higher efficiency for both police and healthcare [2, 13]

Operational Efficiency

Successfully diverts individuals from the justice system to resources, reducing burdens on healthcare and curbing recidivism [2, 23]

Limitations

Depends on sustained funding and community support; relies on law enforcement as primary responders [2, 23]

Comparative Program Analysis

STAR (Denver, CO) - Support Team Assisted Response

HEART (Durham, NC) - Holistic Empathetic Assistance Response Teams

CORE (Longmont, CO) - Crisis Outreach Response & Engagement

STAR: Support Team Assisted Response
Denver, CO

Proven Growth and Research

- Launched in 2020 and expanded citywide in 2022 to specifically support Denver's unhoused community

Scale of Operations

- Eight specialized teams manage 4,000 calls annual between 6am and 10pm daily

Improved Safety Outcomes

- STAR interventions successfully reduce future police contact and arrests while increasing long-term program engagement

Fiscal Efficiency

- At less than half the cost of traditional arrest, the program delivers significant savings within its $1.77 million dollar budget

STAR- DENVER, CO

HEART: Holistic Empathetic Assistance Response Teams Durham, NC

Proven Scale and Recognition

- Since launching in 2022, the program has served 31,000 neighbors and earned the 2025 ICMA Community Health and Safety Award

Specialized Crisis Response

- Four distinct units provide tailored interventions ranging from 911 call diversion to co-response for high-risk behavioral health scenes

Extended Care Navigation

- Dedicated teams ensure long-term stability by providing follow-up support for housing, mental health, and post-incarceration needs

Strategic Daily Coverage

- Multi-disciplinary teams operate throughout the day and night to provide unarmed, clinical, or co-responder support when its needed most

HEART- DURHAM, NC

CORE: Crisis Outreach Response & Engagement Longmont, CO

Established Co-Responder Model

- Launched in 2018, this multidisciplinary team pairs law enforcement with clinicians and paramedics to improve outcomes

Proven Impact

- The program successfully reduces unnecessary arrests and hospitalizations while strengthening community service connections

Demographic Alignment

- Both cities share similar population sizes, host major universities, and face rising demands for alternative response models

Unique Local Challenges

- While demographics align, Fayetteville's higher poverty rate and larger demographic area require specific considerations for response times and accessibility

CORE- LONGMONT, CO

Financial Analysis:

Average Cost per response for the CORE, STAR, and HEART alternative police response programs

Program name	Cost per response	Type of response model
CORE	$418.94	Co-responder
STAR	$470.00	Civilian-led Intervention
HEART	$522.60	Co-responder
Fayetteville police contact, subsequent jail time, and court appearance.	$686.83	N/A

Possible Next Steps

1. **Program Expansion & Staffing**
    - Pilot a civilian-led crisis response team in Fayetteville to improve outcomes and reduce per-incident costs
    - Expand CIRT with extended hour coverage
    - Recruit additional social service advocates through the UAF partnership
2. **Operations & Dispatch Improvements**
    - Train dispatchers to improve call triage and diversion
    - Develop standardized protocols and operational guidelines
3. **Community Access & Crisis Services**
    - Add dedicated mental health crisis units for post-response stabilization
    - Add mobile crisis units
    - Launch community awareness and communications campaign
4. **Accountability & Evaluation**
    - Establish data benchmarks to evaluate program effectiveness

Questions and Contact Information

Erica Eneks: eeneks@uark.edu
Dola Flake: gmflake@uark.edu
Larissa Rocha: lrochade@uark.edu
Travis Wagher: twagher@uark.edu

THANK YOU FOR YOUR TIME

Resources

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