

**City of Fayetteville Staff Review Form**

**2022-0814**

**Legistar File ID**

**9/20/2022**

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

Jonathan Curth

9/2/2022

DEVELOPMENT SERVICES (620)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approval of a professional services agreement with Miller Boskus Lack Architects, P. A. dba MBL Planning in the amount of \$212,257, pursuant to RFQ#21-09, for the development of a pre-approved building design program, with a project contingency in the amount of \$10,613, and approval of a budget adjustment.

**Budget Impact:**

4470.620.8900-5315.00	Sales Tax Capital																														
Account Number	Fund																														
21003.1	Pre-Approved Building Designs																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 15%; text-align: right;">200,000.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>200,000.00</b></td> </tr> </table>	<b>Budgeted Item?</b>	Yes	Current Budget	\$	200,000.00			Funds Obligated	\$	-			Current Balance	<b>\$</b>	<b>200,000.00</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 30%; border-bottom: 1px solid black;">Item Cost</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 15%; text-align: right;">212,257.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>Does item have a cost?</b></td> <td style="text-align: center; border-bottom: 1px solid black;">Yes</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">22,870.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>Budget Adjustment Attached?</b></td> <td style="text-align: center; border-bottom: 1px solid black;">Yes</td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>10,613.00</b></td> </tr> </table>			Item Cost	\$	212,257.00	<b>Does item have a cost?</b>	Yes	Budget Adjustment	\$	22,870.00	<b>Budget Adjustment Attached?</b>	Yes	Remaining Budget	<b>\$</b>	<b>10,613.00</b>
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V20210527

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF SEPTEMBER 20, 2022**

**TO:** Mayor; Fayetteville City Council

**THRU:** Susan Norton, Chief of Staff

**FROM:** Jonathan Curth, Development Services Director  
Britin Bostick, Long Range Planning/Special Projects Manager

**DATE:** September 2, 2022

**SUBJECT:** **Approval of a professional services agreement with Miller Boskus Lack Architects, P. A. dba MBL Planning in the amount of \$212,257, pursuant to RFQ#21-09, for the development of a pre-approved building design program, with a project contingency in the amount of \$10,613, and approval of a budget adjustment.**

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**RECOMMENDATION:**

City staff recommend approval of a professional services agreement with Miller Boskus Lack Architects, P. A. dba MBL Planning in the amount of \$212,257, pursuant to RFQ#21-09, for the development of a pre-approved building design program, with a project contingency in the amount of \$10,613, and approval of a budget adjustment.

**BACKGROUND:**

While many civic leaders and professionals in the land development field are familiar with zoning, the regulatory framework to establish land use and building form regulations, the emerging “pattern zoning” may be a new concept. A pattern zone is a reference standard that makes developing neighborhood-oriented residential and commercial projects the most convenient entitlement pathway. Pattern zoning is facilitated by a set of pre-approved building designs for infill construction and site redevelopment – building designs that have been designed for a specific context and to meet a specific need. These designs are often developed for specific neighborhoods through a public engagement process and are meant to fit the context of the existing building scale, styles and materials in the neighborhood.

Part of the design process is to then meet the city’s zoning, development and building code standards, producing plan sets that have been vetted through city staff before they are finalized – earning the title of “pre-approved building designs”. The designs can also be tailored to fit housing needs for neighborhoods, and remove or reduce design costs for infill projects, thereby lowering the overall project costs and permit review timelines. This cost and time reduction provides an incentive to use the neighborhood-sensitive designs and can potentially provide more attractive solutions for housing density, whether the need is for accessory dwellings to existing homes or for a triplex that more closely resembles a single-family home.

City Plan 2040, which was adopted in 2020, laid out six primary goals, four of which are directly related to the project presented with this professional services agreement:

1. We will make appropriate infill and revitalization our highest priorities: encouraging the development or redevelopment of vacant, mostly vacant, and underdeveloped property.
2. We will discourage suburban sprawl.
3. We will make traditional town form the standard: with neighborhoods that include not just houses, but a mix of uses that can adapt over time and allow residents to live, work, and play without relying on vehicles.
6. We will create opportunities for attainable housing.

Near the top of the list for City Plan 2040's next steps is the creation of pre-approved building types for identified neighborhoods. Funding for this step was included in the City of Fayetteville's capital improvement budget, and an request for proposals (RFP) was issued on September 26, 2021 for the purpose of developing and implementing a Pre-approved Building Design Guide for Downtown and South Fayetteville. Per the RFP, "The City of Fayetteville would like to develop a plan library of four to six Pre-approved Building Designs, of varying types, prepared by a professional architect. The plans would be permitted by the City and eventually become open source allowing long-term residents agency over their property and opportunities to create attainable housing. The Pre-approved Building Design Guide should promote orderly growth, development and redevelopment of Downtown and South Fayetteville. The guide should complement and be consistent with the vision, values, goals and objectives established by the City Plan 2040."

Only one firm, Miller Boskus Lack Architects, responded to the RFP, and city staff have been working with the firm's proposed project team to refine the project scope of work and budget that are now being presented to the Council.

#### **DISCUSSION:**

The pre-approved building designs as implementation of City Plan 2040, and four of its six primary goals in particular:

1. *We will make appropriate infill and revitalization our highest priorities: encouraging the development or redevelopment of vacant, mostly vacant, and underdeveloped property.* The project area for the pre-approved building designs is the area included within both the Downtown Master Plan and Walker Park Neighborhood Plan and covers the area between and around Downtown Fayetteville and Walker Park. As this area includes established neighborhoods, the pre-approved building designs would be for infill construction and potentially for residential revitalization, and could be used for presently vacant or underdeveloped residential properties.
2. *We will discourage suburban sprawl.* By providing design options and plan sets for infill projects, which is meant to reduce overall project costs and approval timelines, this project is meant to incentive infill construction and provide a competitive alternative to suburban housing developments on the edge of the city – a primary component of a sprawling city footprint that can strain resources and lead to service, utility and transportation

inefficiencies. The cities of Bryan, Texas and Claremore, Oklahoma have undertaken this type of project to provide for attractive housing options in their central city areas.

3. *We will make traditional town form the standard: with neighborhoods that include not just houses, but a mix of uses that can adapt over time and allow residents to live, work, and play without relying on vehicles.* One of the key components of this project is context-sensitive infill design that can provide adaptive living situations to maintain neighborhood character while providing additional housing options and density. Increasing housing density in a neighborhood increases the economic support for neighborhood-scale commercial uses within a walkable distance – usually considered to be half a mile or less. This can be done in many neighborhoods, particularly central-city neighborhoods, with buildings that match the scale or slightly increase in scale over the existing structures, rather than requiring large-scale development that consumes multiple lots. As an added benefit, the program proposes to begin with a set of 4-6 designs that can later be exchanged for new designs as needs evolve and the program adoption shows opportunity for growth and development of new options for property owners.
4. *We will create opportunities for attainable housing.* Attainable housing is defined by the Urban Land Institute as “unsubsidized, profitable housing developments that meet the needs of those with incomes between 80% and 120% of the Area Median Income.” Based on current housing demand, low housing vacancy rates, land acquisition costs, construction materials and labor costs, and inflation, housing prices have risen sharply in Fayetteville and continue to rise today. According to *The Skyline Report* issued for the second half of 2021 by the University of Arkansas Sam M. Walton College of Business Center for Business and Economic Research, the average sales price for a house in Washington County in the second half of 2021 was \$311,517, however, the report stated “584 houses were listed for sale in the MLS database as of December 31, 2021. The average list price was \$579,089. This is the smallest number of listed houses since 2009.” The U.S. Census lists the 2016-2020 Median Household Income for Fayetteville, Arkansas as \$47,350, well below the income level needed to attain housing with a sales price above \$300,000 without being severely cost burdened. By providing building designs for a variety of housing types paired with a streamlined permitting process, this project aims to reduce overall project costs for additional housing while also providing additional housing types in a range between typical single-family and large-scale apartment construction. This could include accessory dwelling units for current property owners seeking to provide housing solutions for family members or rental options to supplement incomes and assist with mortgage payments. It could also provide options for residents who can subdivide their current property and construct additional units on the new lot, either to sell or rent.

One of the anticipated deliverables for the project is a fiscal analysis model to demonstrate the financial feasibility and affordability of the proposed designs as well as tax yield scenarios for the increase in property values attendant with the added development value. This will not only build a clear picture of current construction and development costs for the various housing types proposed, it can be paired with demographics information for Fayetteville residents to better assess housing solutions that may result from this project.

The tax yield projections will demonstrate the point at which the City of Fayetteville would see a return on the investment in this pre-approved building design program, thus providing an important set of metrics for ongoing evaluation of the program's success.

In terms of evaluating program success, one metric could be the utilization rate of the program. If the City of Fayetteville can offer housing designs to customers that save the customer both time and cost, and that helps achieve construction of additional infill housing units, both the number of projects and number of housing units can be measured against program cost for either a cost-benefit evaluation or a cost to serve evaluation. In the event the program has a low utilization rate, i.e. few owners or builders use the designs that have been developed through the public engagement and staff review process, the program could be viewed as unsuccessful. Focusing on the utilization rate alone would then result in perceived program failure, or at the least a high cost/low benefit outcome.

Another method of evaluating program success is based within the larger context of housing supply and demand in Fayetteville. Two key points of discussion continue to be prominent in housing discussions: housing costs and housing choice. Housing costs are derived from a complex set of variables including land acquisition costs, regulatory costs, design and engineering costs, materials and labor costs, and interest rates – many of which are determined by supply/demand curves in the local economy as well as the national economy. Within that set of variables, municipal government can explore interventions in regulatory costs and design and engineering costs. These interventions might include reducing regulations or permitting requirements, but they might also include subsidizing desired development types. In this case subsidizing design costs and reducing permit review timelines to achieve desired housing types can address both housing costs and housing choice. Program success would then be evaluated based on the success of the intervention and the quality of the information gained through project implementation. With the current and future housing market in mind, is intervention by the City desirable or feasible, and at what scale? This initial foray into a housing intervention program at a lower scaled approach can help guide future decisions on housing incentives and programs.

In summary, the program is anticipated to:

- Provide a fiscal analysis for housing in Fayetteville to demonstrate financial costs and benefits for different housing types.
- Provide building plans for a set of residential structures that have been designed for the project area's specific context and in collaboration with neighborhood residents.
- Reduce overall development costs for new housing by providing pre-approved designs that have been vetted through the review process for building permits.
- Lastly, but importantly, this will provide options for current residents who may be seeking to add housing units or develop compact new units to meet family and/or financial considerations.

**BUDGET/STAFF IMPACT:**

This project is funded out of a 2022 budget allocation from the Capital Improvement Project fund.

**Attachments:**

- Professional Services Agreement



Vendors: **Miller Boskus Lack Architects, P.A.** d/b/a MBL Planning AND  
**Pattern Zones Company**, a Delaware Corporation

Term: 18 months from Notice to Proceed

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RFP 21-09, ARCHITECTURAL SERVICES CONTRACT

Project: Pre-Approved Building Designs

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between City of Fayetteville, Arkansas, acting by and through Mayor Lioneld Jordan (hereinafter called CITY OF FAYETTEVILLE OR CITY), Miller Boskus Lack Architects, P.A. d/b/a MBL Planning (“MBL”), an Arkansas Professional Association, with its principal office located in Fayetteville, Arkansas (hereinafter called MBL), and Pattern Zones Company, a Delaware corporation (hereinafter called PATTERN ZONES CO.) with its principal office located in Fayetteville, Arkansas.

CITY OF FAYETTEVILLE issued RFP 21-09 seeking professional architectural services in connection with the development of pre-approved building designs. MBL contemplates that the designs will become part of a larger library of designs available for licensing through a third party, PATTERN ZONES CO. Therefore, the City, MBL, and PATTERN ZONES CO., in consideration of their mutual covenants, agree as follows:

MBL shall serve as CITY OF FAYETTEVILLE’s professional architectural consultant in those assignments to which this Contract applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of MBL’s services. All services shall be performed under the direction of a professional architect registered in the State of Arkansas and qualified in the particular field.

PATTERN ZONES CO. is a corporation that has been established to hold and license building designs and will be a party to a future licensing agreement with CITY OF FAYETTEVILLE. PATTERN ZONES CO. is made a party to this Contract for purposes of ensuring the City will have access to the MBL design library upon completion of MBL’s services.

## **SECTION 1 - AUTHORIZATION OF ARCHITECTURAL DESIGN SERVICES**

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and Contract of MBL.
- 1.2 Assignments from CITY OF FAYETTEVILLE to MBL may include services described hereafter as Basic Services or as Additional Services of MBL.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the City in accordance with City Policy IC-02, Contract Responsibilities, **in advance** of the change in scope, costs, fees, or delivery schedule.

## **SECTION 2 - BASIC SERVICES OF ARCHITECT**

- 2.1 Perform professional design services in connection with the Project as hereinafter stated.
  - 2.1.1 The Scope of Services to be furnished by MBL during this project is included in Appendix A attached hereto and made part of this Contract.
- 2.2 MBL shall coordinate their activities and services with the CITY OF FAYETTEVILLE. MBL and CITY OF FAYETTEVILLE agree that MBL has full responsibility for the architectural services.
  - 2.2.1 MBL shall fully disclose any sub-consultants in Appendix A.
  - 2.2.2 Any contractor or third party involved in cost estimates shall be excluded from submitting a bid on the project.
- 2.3 At the conclusion of its services, the final designs shall be delivered to PATTERN ZONES CO. to be included in a design library that shall be accessible by FAYETTEVILLE for a minimum of three years upon execution of a licensing Contract with PATTERN ZONES CO. MBL warrants and guarantees that FAYETTEVILLE shall have access to the design library for a three year period; however, in the event FAYETTEVILLE is unable to access the design library for any reason, MBL shall grant to FAYETTEVILLE a perpetual unrestricted license for use of the four to six designs customized for FAYETTEVILLE as



described in Appendix A. In the event unrestricted architectural licenses are required under this provision, any payments that would have been made to PATTERN ZONES CO. shall be made to MBL.

**SECTION 3 - RESPONSIBILITIES OF PATTERN ZONES CO.**

- 3.1 PATTERN ZONES CO shall provide a licensing agreement to the CITY OF FAYETTEVILLE for review within twelve (12) from issuance of the CITY'S notice to proceed to MBL.
- 3.1.1 The licensing agreement shall provide for access by CITY OF FAYETTEVILLE to the design library platform for a period of three (3) years with automatic renewals for up to two additional one year terms. The agreement shall also provide that the CITY OF FAYETTEVILLE will give six (6) months notice of non-renewal in the event the CITY does not wish to renew the agreement.
- 3.1.2 The licensing agreement shall provide for access by the CITY OF FAYETTEVILLE and its authorized users for a period of three years. The total cost for three years of access to the design library is \$61,200.00 with annual installments of \$20,400.00 to be paid within thirty days of the effective date of the licensing agreement and within thirty days of the anniversary date thereafter. Renewal terms shall be priced at the rate of \$20,400.00 per year to be paid within thirty days of the effective date of the renewal term.
- 3.1.3 The licensing agreement shall not include any of the following provisions or requirements: indemnification, hold harmless, or other provisions that threaten the CITY'S sovereign immunity or that might cause the CITY to pay for the mistakes of others; late fees or interest charges; arbitration or mediation requirements; or nonrefundable retainers.
- 3.2 A list of all persons or entities with an ownership interest or managerial role with PATTERN ZONES CO. is included in Appendix B attached to this Contract. In the event of changes in ownership or managerial roles, PATTERN ZONES CO. shall provide an amended list to the CITY OF FAYETTEVILLE within thirty (30) days of any change.

**SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE**

- 4.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MBL:
- 4.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

- 4.1.2 Assist MBL by placing at MBL's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.1.3 Obtain for MBL access to property reasonably necessary for MBL to perform its services under this Contract.
- 4.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by MBL and render in writing decisions pertaining thereto.
- 4.1.5 The Long Range Planning & Special Projects Manager is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Contract. CITY OF FAYETTEVILLE will provide written notification to MBL and PATTERN ZONES CO. in the event the project representative changes during the term of this Contract.
- 4.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to MBL in a timely manner.

**SECTION 5 - PERIOD OF SERVICE**

- 5.1 This Contract will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder and the services under MBL's scope of service shall be completed within 18 months of receiving the notice to proceed from CITY OF FAYETTEVILLE. A copy of the notice to proceed shall also be provided to PATTERN ZONES CO.
- 5.2 The provisions of this Contract have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Contract. MBL will proceed with providing the authorized services within thirty (30) days of receipt of the notice to proceed from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.
- 5.3 MBL shall provide a schedule of its services and include such schedule with the scope in Appendix A.

5.4 PATTERN ZONES CO. shall provide a draft licensing Contract within twelve (12) months of the notice to proceed being issued by the CITY OF FAYETTEVILLE to MBL.

**SECTION 6 - PAYMENTS TO ARCHITECT**

6.1 The maximum not-to-exceed amount authorized for this Contract is \$212,257.00 US DOLLARS.

6.2 The CITY OF FAYETTEVILLE shall compensate MBL based upon progress payments as described in Appendix A.

6.2.1 The maximum not-to-exceed amount authorized for this Contract is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceeded without a formal contract amendment.

6.3 Statements

6.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with MBL's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by MBL and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional architectural services.

6.4 Payments

6.4.1 All accepted invoices are payable upon receipt and generally due within thirty (30) days. If a portion of MBL's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise MBL in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved; however, payment within 30 days is not guaranteed.

6.5 Final Payment

6.5.1 Upon satisfactory completion of the work performed under this Contract, as a condition before final payment under this Contract, or as a termination settlement under this Contract, MBL shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Contract, except claims which are specifically exempted by MBL to be set forth therein. Unless otherwise provided in this Contract or by State law or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against MBL.

**SECTION 7 - GENERAL CONSIDERATIONS**

7.1 Insurance

7.1.1 In the course of performance of these services, MBL will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Per Occurrence and in the Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Per Accident
Professional Liability Insurance	\$1,000,000 Each Claim and in the Aggregate

MBL will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten calendar days of the date of this Contract and upon each renewal of coverage.

7.1.2 CITY OF FAYETTEVILLE and MBL waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of MBL'S services. A similar provision shall be incorporated into all construction

contracts entered into by the CITY OF FAYETTEVILLE, and all construction contractors shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and MBL for damage covered by any construction contractor's property insurance.

## 7.2 Professional Responsibility

7.2.1 MBL will exercise reasonable skill, care, and diligence in the performance of MBL's services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas State Board of Licensure For Architects, Landscape Architects and Interior Designers. CITY OF FAYETTEVILLE will promptly report to MBL any defects or suspected defects in MBL's services of which CITY OF FAYETTEVILLE becomes aware, so that MBL can take measures to minimize the consequent of such defect. MBL agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for architectural work it performs to correct any errors, omissions or other deficiencies caused by MBL's failure to meet customarily accepted professional architectural practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of MBL.

7.2.2 In addition, MBL will be responsible to CITY OF FAYETTEVILLE for bodily injury or property damage caused by its negligent or intentional conduct during its activities at the Project Site to the extent covered by MBL's Commercial General Liability and Automobile Liability Insurance policies. This limitation provision shall not apply to MBL's professional responsibility in the performance of its professional services as set forth in Paragraph 6.2.2.

## 7.3 Cost Opinions and Projections

7.3.1 Cost opinions and projections prepared by MBL relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on MBL's experience, qualifications, and judgment as a design professional. Since MBL has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market

conditions, and other factors affecting such cost opinions or projections, MBL does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MBL.

#### 7.4 Changes

7.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of MBL's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes if required by City Policy IC-02, Contract Responsibilities, and upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of MBL.

#### 7.5 Termination

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

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

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

7.5.2 This Contract may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that MBL is given:

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

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

7.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Contract shall be made, but

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

7.5.3.2 Any payment due to MBL at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MBL's default.

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

7.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, MBL shall:

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

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

7.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party a Contract to complete the work under this Contract.

7.5.7 If, after termination for failure of MBL to fulfill contractual obligations, it is determined that MBL had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the Contract price shall be made as provided in Paragraph 6.5.4 of this clause.

## 7.6 Delays

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

## 7.7 Rights and Benefits

7.7.1 MBL's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

## 7.8 Dispute Resolution

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

7.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

### 7.8.3 Notice of Dispute

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

7.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give MBL written Notice at the address listed in Paragraph 6.13 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Contract that authorize the relief requested.

7.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and MBL shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of MBL and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet



at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to MBL for services rendered by MBL.

7.10 Publications

7.10.1 Recognizing the importance of professional development on the part of MBL's employees and the importance of MBL's public relations, MBL may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to MBL's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to MBL. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of MBL's activities pertaining to any such publication shall be at MBL's sole cost and responsibility.

7.11 Removed

7.12 Ownership of Documents

7.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specifications, field notes, and data are and remain the property of THE CITY OF FAYETTEVILLE.

7.12.2 All documents provided by MBL including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of MBL. MBL warrants and agrees that the CITY OF FAYETTEVILLE shall be provided access to the designs resulting from this Contract through the PATTERN ZONES CO. design library for a period of three years with an option to renew for up to two additional one year terms. MBL shall grant a perpetual unrestricted license to CITY OF FAYETTEVILLE for access to and use of any study or assessment produced as a result of this project. Such license shall permit the CITY to publish the studies or assessments online, in trade publications, or any other format that may be shared with the public.

7.12.3 If PATTERN ZONES CO. fails or refuses to provide access for any reason, then MBL shall convey a perpetual license to the CITY OF FAYETTEVILLE and any person or entity authorized by the CITY OF FAYETTEVILLE for the unrestricted use of all original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data acquired during or resulting from this Contract.

7.12.4 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. Neither MBL nor the CITY OF FAYETTEVILLE warrant as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

### 7.13 Notices

7.13.1 Any Notice required under this Contract will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

ATTN: Mayor's Office

113 West Mountain

Fayetteville, AR 72701

MILLER BOSKUS LACK ARCHITECTS, P.A. d/b/a MBL PLANNING address:

ATTN: Audy Lack

2397 N. Green Acres Road

Fayetteville, AR 72703

PATTERN ZONES CO.'S address:

ATTN: Matthew Petty

875 N Fritz Dr

Fayetteville, AR 72701

7.14 Successor and Assigns

7.14.1 CITY OF FAYETTEVILLE, MBL, and PATTERN ZONES CO. each binds itself and its successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract; except as above, the CITY OF FAYETTEVILLE, MBL and PATTERN ZONES CO. shall NOT assign, sublet, or transfer its interest in the Contract without the written consent of the other parties.

7.15 Controlling Law

7.15.1 This Contract shall be subject to, interpreted and enforced according to the laws of the State of Arkansas, in the County of Washington, without regard to any conflicts of law provisions.

7.16 Entire Contract

7.16.1 This Contract represents the entire Contract between MBL, PATTERN ZONES CO., and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to MBL a purchase order, no preprinted terms thereon shall become a part of this Contract. Said purchase order document, whether or not signed by MBL, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

**SECTION 8 - SPECIAL CONDITIONS**

8.1 Additional Responsibilities of MBL:

8.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve MBL of responsibility to its standard of care set forth in Section 6.2.1. Except as set forth in this Contract, neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

- 8.1.2 MBL shall be and shall remain liable, in accordance with applicable law, for direct property and personal injury damages to CITY OF FAYETTEVILLE to the extent caused by MBL's negligent performance of the Services furnished under this Contract; MBL shall not be liable for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 8.1.3 In no event will MBL be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.
- 8.1.4 To the fullest extent permissible by law, and notwithstanding any other provision of this Contract, the total liability, in the aggregate, of MBL, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to CITY OF FAYETTEVILLE and anyone claiming by, through or under CITY OF FAYETTEVILLE, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Contract from any form of negligence, professional errors or omissions (including breach of contract or warranty) of MBL, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED One Million Dollars (\$1,000,000). The parties agree that specific consideration has been given by the MBL for this limitation and that it is deemed adequate.

## 8.2 Remedies

- 8.2.1 Except as may be otherwise provided in this Contract, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and MBL arising out of or relating to this Contract or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

## 8.3 Audit: Access to Records

- 8.3.1 MBL shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Contract and for three (3) years from the date of final payment under this Contract, in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Contract. MBL shall also maintain the financial information and data used by MBL in the preparation of support of the cost submission required for

any negotiated Contract or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. MBL will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Contract and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

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

8.3.3.1 Negotiated prime Contracts;

8.3.3.2 Negotiated change orders or Contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price Contract; and

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

8.3.3.3.1 With respect to record pertaining directly to subcontract performance, excluding any financial records of MBL;

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

8.3.3.3.3 If the subcontract is terminated for default or for convenience.

#### 8.4 Covenant Against Contingent Fees

8.4.1 MBL represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract of understanding for a commission, percentage, brokerage or

continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by MBL for the purpose of securing business. For breach or violation of this representation, CITY OF FAYETTEVILLE shall have the right to terminate this Contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.5 Gratuities

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

8.5.2 In the event this Contract is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against MBL as it could pursue in the event of a breach of the Contract by MBL.

## 8.6 Arkansas Freedom of Information Act

8.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE for records kept solely and only in the possession of MBL, to the extent required by law, MBL will 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and MBL and PATTERNS ZONES CO., by their authorized officers have made and executed this Contract as of the day and year first above written.

**CITY OF FAYETTEVILLE, ARKANSAS**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kara Paxton, City Clerk Treasurer

**MILLER BOSKUS LACK ARCHITECTS, P.A.**

By:  \_\_\_\_\_  
Audy G. Lack, Principal

DATE: 08.28.22

**PATTERN ZONES CO.**

By:  \_\_\_\_\_  
Matthew Petty, CEO

DATE: 8/29/2022

*END OF CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES*



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## **NEGOTIATED SCOPE OF WORK**

*RFP 21-09, Pre-approved building design*



May 11, 2022

City of Fayetteville  
Development Services

To the City of Fayetteville,

We are eager to submit a negotiated scope of work to design and implement a pre-approved building program in our hometown. Our team is uniquely qualified for this project, both in subject matter expertise and knowledge of local conditions. Candidly, there is not another team in this country with more experience designing and implementing pre-approved building programs. Together with our partners, MBL Planning brings almost a half-century of combined experience working within municipal government; dozens of award-winning architecture, urban design, and policy projects; and a team comprised primarily of current and former Fayetteville residents.

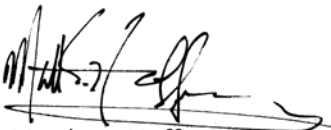
While MBL Planning has become known nationally for implementing the first comprehensive pre-approved building program, our drive to find new solutions hasn't ebbed.

- Instead of merely 4-6 pre-approved buildings, we propose to pre-approve dozens of buildings, and provide access to end-users via an internet platform that will make requesting a building permit as easy as picking a movie on a streaming service.
- We're prepared to license 4-6 custom architectural designs along with a much larger set of complementary designs that can be swapped in and out of the program on an annual basis as Fayetteville's consumer preferences and planning goals change.

We're excited to partner with our neighbors, our colleagues, and the city we call home to bring changes that will improve access to housing in an area that desperately needs it. We stand for diverse, complicated public realms, where interventions are only as strong as they are nuanced. To that end, we're committed to the highest form of engagement—a program that gives people the tools they need to participate in the positive evolution of their own neighborhoods.

Thank you for giving this proposal your consideration. We stand ready to answer any questions you may have and get to work.

Sincerely,



Matthew Hoffman, AIA  
Director of Urban Design  
MBL Planning

# EXECUTIVE SUMMARY

## Proposal for Pre-approved building design

This proposal describes a facilitated planning process paired with an architectural subscription program with the intent of guiding private sector development toward more appropriate and higher quality infill. This proposal has been developed in coordination with client staffers in series of negotiated conversations following the issuance of an RFP for program and policy design related to a new pre-approved building program.

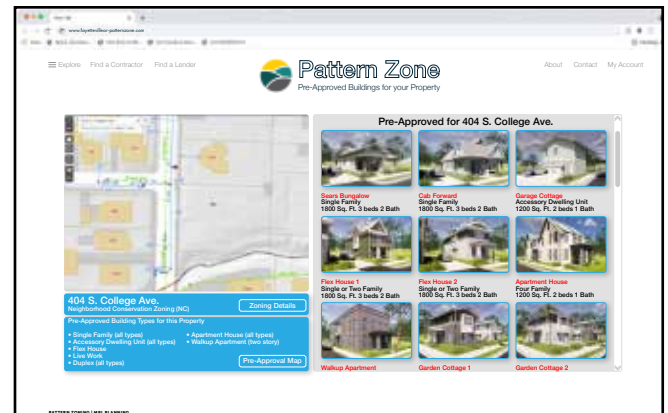
### TEAM OVERVIEW

Our team is uniquely qualified in both subject matter expertise and knowledge of local conditions.

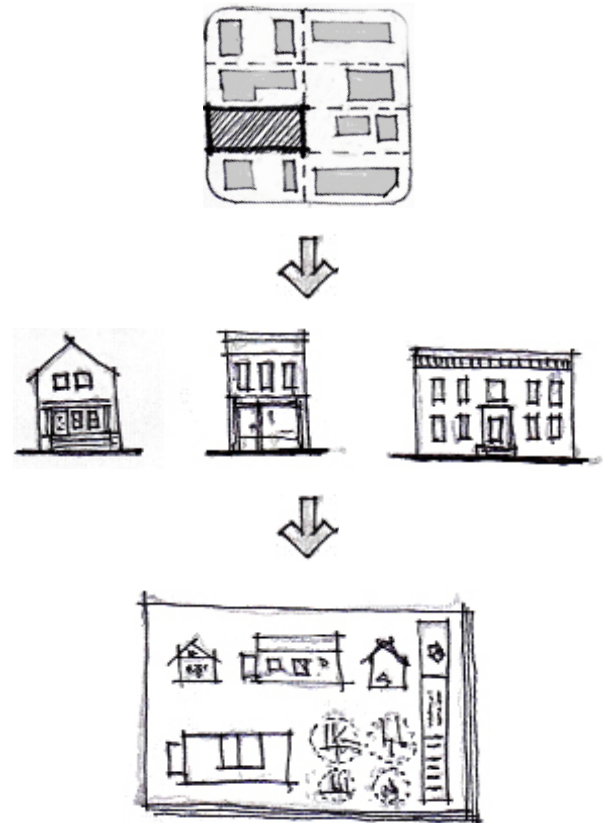
- More than half of our proposed team has participated in the implementation of **multiple** pre-approved building programs.
- Our proposed project manager served as planner and project manager for the City of Bryan, TX when that city implemented a pre-approved building program.
- More than three-quarters of our team lives or has lived in Fayetteville.
- Almost every team member has work history in Northwest Arkansas.

### HIGHLIGHTED EXPERIENCE

- Pre-approval programs in Bryan, Texas, Claremore, Oklahoma, and Bentonville.
- Form based codes in more than two dozen cities, including Rogers, Fort Smith, Russellville, and Conway.
- Walmart Home Office site concept and associated zoning revisions.
- Infill development experience in Fayetteville, broader NWA, and national markets including Atlanta, DFW, and Portland.
- Facilitated launch and development of downtown organizations in Fayetteville, Springdale, Rogers, Bentonville, North Little Rock, and many more.



**Multiple options.** The scope includes licensing to dozens of buildings. Applicants will be able to cross-reference regulatory details and explore their options on an easy to use platform.



**Three steps to project approval.** We envision a rapid turnaround for pre-approved permit applications. It happens in three steps. 1) Identify a qualifying parcel. 2) Browse the pre-approved buildings and companion guidelines. 3) Make a selection and send an inquiry to city hall packaged with all the relevant details.

## OUTLINE

- Concept project area: generally defined by the boundaries of the Downtown Master Plan and Walker Park Neighborhood Master Plan, with specific boundaries to be determined.
- Primary task: a facilitated process of shortlisting, scoping, and selecting buildings to be included in a pre-approval system.
- Up to 24 buildings total, with four to six of those buildings being designed specifically for Fayetteville. (Number of buildings dependent on building selection.)
- Companion components include feasibility models for building types, site development criteria and diagrams, tax yield scenarios, and affordability analysis.
- The team does not anticipate a ground-up rewrite of existing zoning, but is prepared to conduct a code audit and make data-based, recommendations for housing policies.
- Architectural assets are licensed through a subscription that applicants can access through an online portal.

## PROGRAM FEATURES

**Right-sized catalog.** The size of the catalog can grow or shrink to match the variety of buildings desired from the program.

**Swappable buildings.** The city can add buildings or building types as consumer preferences or planning goals change.

**IBC-Ready.** Even buildings that require a stamped set of plans can be pre-approve with the integration of specialized program components.

**Applicable codes.** All buildings meet applicable codes, such as FHA.

## SCHEDULE SUMMARY

The team is ready to warrant its capacity to complete the project on the prescribed timeline.

**October 2022.** Kickoff with core workgroup.

**Q4 2022 - Q1 2023.** Define applicable area and short list building types. Framework memo. Redevelopment scenario concepts. Building type models. Cross-departmental kickoffs and interviews. Community focus groups and interviews.

**Q1-Q2 2022.** Supplemental site and development criteria. Short list and select specific buildings. Infill site diagrams drafted. Building safety reviews. Community webinar. Scenario yield projections. Affordability gap and bonus analysis.

**Q3 2023.** Software demonstration. Affirmative marketing resources. Data onboarding and sandbox testing. Community webinar and exhibit. Legislative actions.

**Q4 2023.** Official program deployment.

## ENGAGEMENT OVERVIEW

- The team believes a steering committee essential to the success of the project. The team's goal is to make sure steering committee members act as project champions in the community-at-large. To that end, the team follows a production pipeline wherein technical drafts originate with a core workgroup, are then vetted through by the steering committee, and are then presented more publicly.
- The team takes an all-hands approach to engagement and is committed to working with the city to engage the public on the city's existing media channels.
- The primary mechanism for public engagement are face-to-face and hybrid focus groups and interviews.
- Two community webinars are also included. These are envisioned as live webinars co-produced by the team and the city and hosted by the city. One webinar to discuss housing policy analysis and the other to launch and demo the program.
- A multi-day exhibit, including a face-to-face community presentation, is also included in the scope.
- City responsibilities: direct engagement costs such as venue and equipment rentals, printing, and event-based staff time.

## FEE

Total as proposed: \$212,257. Including:

- \$85,738 in analysis and production.
- \$61,200 in platform licensing.
- \$66,519 in coordination and direct engagement.

### ANALYSIS AND PRODUCTION

\$85,738 includes:

- \$2,703 in project orientation
- \$5,640 for a code audit for internal use
- \$1,082 in applicable area definition
- \$6,487 in redevelopment scenario concepts
- \$1,489 in short listing building types
- \$2,030 in consensus framework and memo
- \$9,619 for feasibility models
- \$2,305 in supplemental criteria documentation
- \$1,489 in selecting specific buildings
- \$5,569 for corresponding site diagrams
- \$6,762 for sensitivity testing of candidate codes
- \$6,568 in building safety review coordination
- \$1,764 for process outlines
- \$10,027 in redevelopment yield scenarios
- \$7,783 in affordability gap and bonus analysis
- \$1,153 in legislative action inventory
- \$949 in software demonstrations
- \$6,018 in launch and marketing resources
- \$5,100 in data onboarding and sandbox testing

### PLATFORM LICENSING

\$61,200 covers:

- 3 years of platform and catalog access
- Licensing agreement development and execution (note this agreement will be with a subsidiary entity)

### COORDINATION AND ENGAGEMENT

\$66,519 includes:

- biweekly coordination calls for the duration
- 2 webinars co-produced with the city
- 1 exhibit co-produced with the city
- 2 site visits by the project manager
- 5 meetings with relevant committees
- 8 focus groups
- 20 interviews

### PAYMENT SCHEDULE

**Mobilization.** Ten percent of the total fee upon contract execution.

**Progress payments.** Monthly invoices with billing according to the proportion of the work that has been completed at the time of invoicing.

### ADDITIONAL SERVICES AS NEEDED

- \$15,000 Custom building design (additional).
- \$12,500 Printable pattern book.
- \$13,000 Branded outreach video.
- \$40,000 New ground-up form-based code.
- \$30,000 Regional market analysis.

# CORE COMPONENT

## *Pre-approved building program*

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A program for pre-approved buildings is a novel technique that combines zoning and development mechanisms with an economic incentive. It is designed from the ground up to guide a market response to desired planning outcomes.

Cities can tailor such a program to any number of goals to address the shortcomings of modern codification structures directly. It is specifically intended to encourage small- and middle-scaled urban development, and it is flexible enough to address Main Street conditions or single-family neighborhoods, even in the same coding regime.

### CORE FEATURES

The core of the program is the architecture itself. This program is **voluntary for applicants** and that makes it powerful, because cities can require participating applicants construct the pre-approved standard. Supplemental criteria can be imposed due to the voluntary nature of the program. This armature provides flexibility with respect to codification, allowing a pre-approval program to be implemented with either conventional or form-based codes.

Pre-approving buildings provides **inherent cost savings**. In Bryan, Texas and Fayetteville, Arkansas, historical development data shows pre-approval could save up to \$8,000 per unit on a fourplex or \$13,000 per unit on a 12-plex (in 2017 dollars). Those savings come from saved (but not entirely eliminated) professional fees, not to mention time saved in permitting. All that adds up to a much shorter time-to-market and meaningful value.

The city can leverage that value to a number of uses, such as cost recovery for the city, affordability provisions, or simply meeting latent demand. A pre-approval program can even be designed to meet very particular types of demand. For instance, if demand is comparatively high for 1-bedroom units, the pre-approved buildings in the program could preference that unit type. When demand characteristics change, the portfolio of pre-approved buildings could be changed in response.

The way a pre-approval program works means that it can be tailored for particular starting densities and adjusted for future densities. It operates on the theory that developers make decisions across three

dimensions: what is marketable, what is allowed, and what is convenient. **A pre-approval program works by changing what is convenient** in addition to what is allowed. It works by entitling infill via increments that are calibrated to the desired development pattern and existing contexts. It is especially useful for cities who have adopted modern best practices but still see the market under-utilizing properties.

**Quick-Start Option:** It may be possible to start quickly with a smaller preliminary pre-approval system if the building types adhere to strict architectural criteria with respect to building codes. We are eager to discuss this option in more detail if given the opportunity. The team in Claremore, OK used this option to support a pilot project.

### ARCHITECTURAL LICENSING

The team proposes a licensing model model that provides the city with access to dozens of buildings. Instead of licensing only a handful of buildings in perpetuity, the city can license a far greater number of buildings and adjust the subscription over time. The team proposes a multi-year subscription with subscription modifications allowed annually.

Besides providing the city with a larger portfolio, this model also allows the team to present the city with many options. The city can mix-and-match their subscription by pulling from the larger catalog which already contains more than 50 buildings. The team is adding to the catalog all the time and expects the catalog to contain hundreds of buildings by the end of 2022.

The license can also include custom buildings.

# FRAMEWORK AND APPROACH

## Variations on a theme

The most common question about pre-approval programs concerns sameness and variability. Great care must be taken to design a system where variations on a theme are supported and encouraged while maintaining the expedited nature of the pre-approval.

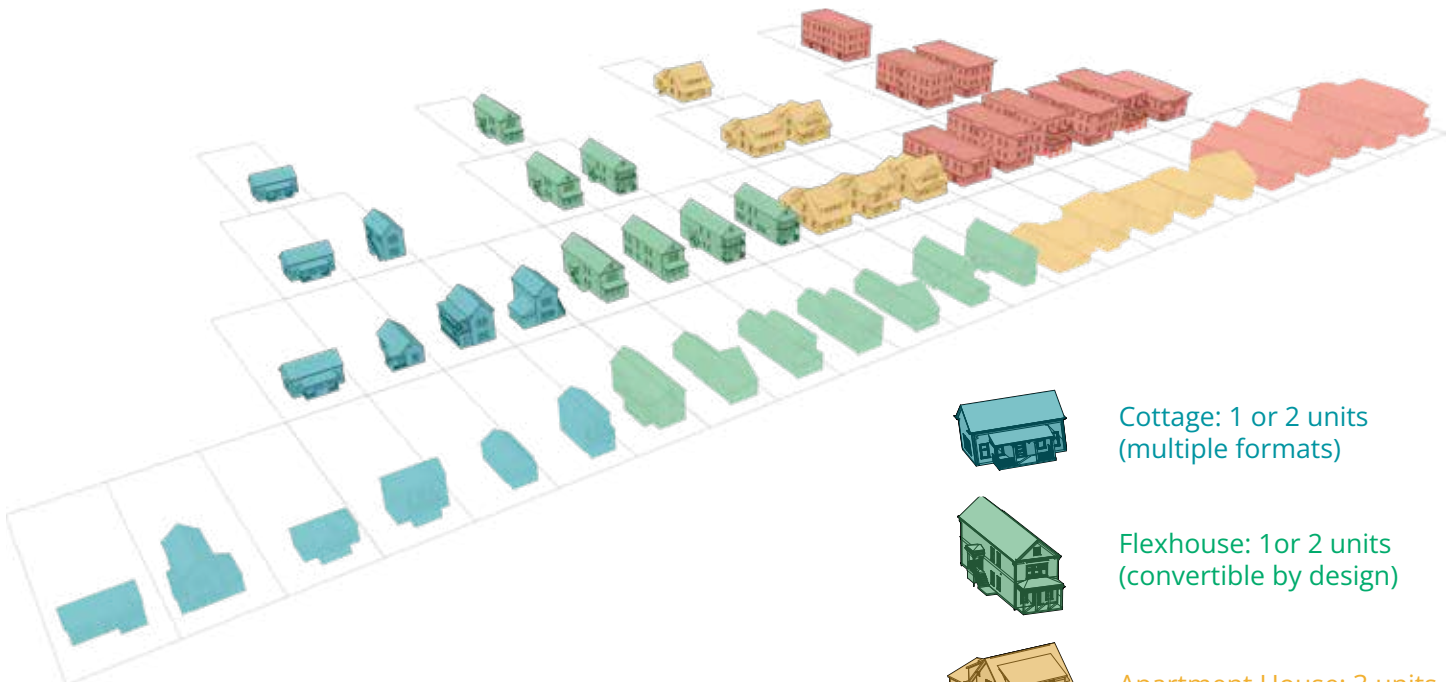
### PROCESS

Beginning with existing plans, surveys, and aligning principles, a prospective list of building types is generated for feedback from the city and its partners. A pre-approval program can include all manner of modest residential and commercial buildings, but wise cities will **shortlist, scope, and select** buildings according to the most pressing needs in the study area.

### REPLICABLE TO OTHER DISTRICTS

A small, focused program for a single district can be expanded to other neighborhoods. A smart pre-approval program is designed to be a living program, with buildings occasionally being decommissioned or new buildings developed and included. When the next district for a program is chosen, the same process used for the original district can be used anew. Once new buildings are commissioned, every district can benefit from the work.

- Top Row:** Four fundamental types.
- 2nd Row:** Prototypical variations.
- 3rd Row:** Pre-approved buildings with builder's sets.
- 4th Row:** Minor modifications can be approved by staff.
- Other:** Major modifications are ineligible for expedited review.



This **family tree of pre-approved building variations** for Midtown Bryan is based on four fundamental building types. Each of the types is licensed and pre-approved for use by Bryan applicants, including a builder's set of architectural drawings and guidelines for site design.



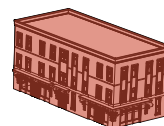
Cottage: 1 or 2 units (multiple formats)



Flexhouse: 1 or 2 units (convertible by design)



Apartment House: 3 units (fits w/ single-family)



Walkup: 4-12 units (multiple formats)

# FRAMEWORK AND APPROACH

## *Incremental development*

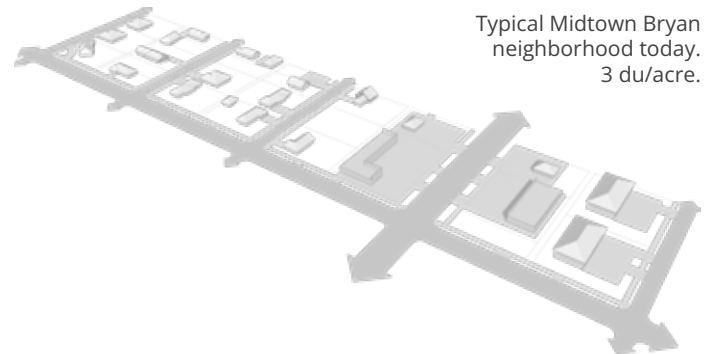
Starting with the existing urban fabric and resources from the city, these maps show how a pre-approval program could be used to infill the suburban fabric in Bryan, Texas. In comparison to the project area, the City of Bryan is less dense, but the concept remains the same.

We believe incremental development is a better approach for cities because it preserves most properties, including the associated tax revenues, and produces a result that is more familiar to the community. Incremental development of the kind called for in City Plan 2040 can achieve transit-supportive densities while utilizing existing infrastructure.

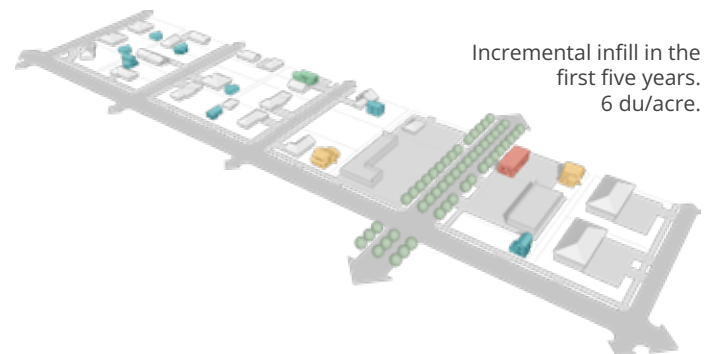
Neighborhoods built incrementally displace fewer people because the projects are smaller. Smaller projects, aggregated together, can produce the same tax revenues as larger scale projects and they don't disrupt daily routines in a radical way, even when an individual project fails.

We envision producing similar diagrams to show how the project area may respond to the recommendations when implemented.

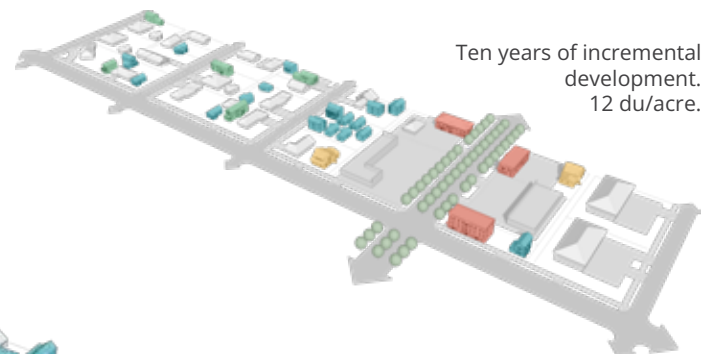
Images excerpted from Midtown Pattern Book produced for Bryan, Texas.



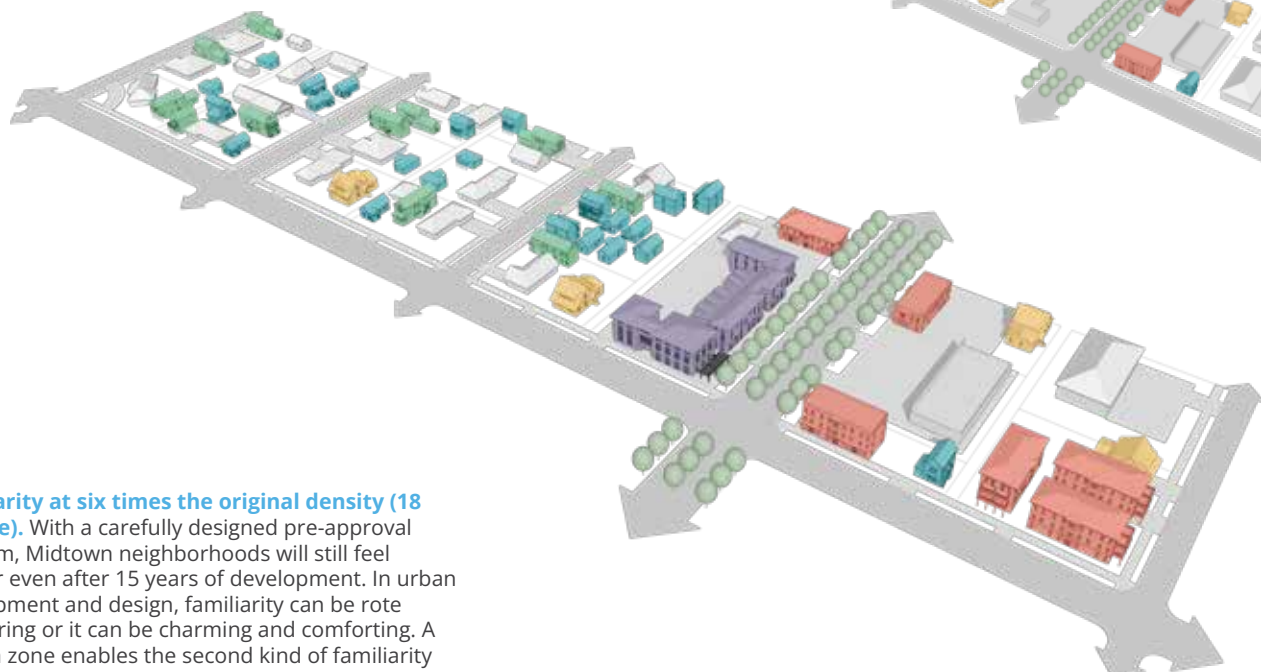
Typical Midtown Bryan neighborhood today.  
3 du/acre.



Incremental infill in the first five years.  
6 du/acre.



Ten years of incremental development.  
12 du/acre.



**Familiarity at six times the original density (18 du/acre).** With a carefully designed pre-approval program, Midtown neighborhoods will still feel familiar even after 15 years of development. In urban development and design, familiarity can be rote and boring or it can be charming and comforting. A pattern zone enables the second kind of familiarity that arises from variations-on-a-theme.

# EXAMPLE DELIVERABLE

## Site diagrams and supplemental criteria

Pre-approving buildings themselves provides significant value, and that value can be amplified with other programmatic elements.

Two additional components are critical. The first are **lot diagrams by building type and site format**. While not prescriptive, these diagrams are essential for informing applicants about the additional standards required for pre-approved buildings.

Because using a pre-approved building is voluntary for applicants, the city has the freedom to enact standards that may not otherwise be statutorily possible to require of projects more generally. For instance, parking can be forced to a particular location on the site and alleys can be retrofit into historic plats that never had them. Site diagrams are annotated with plain language so everyone understands the intent.

The design intent of the site diagrams, and other features, are codified as **supplemental criteria** in a document that stands apart from other development standards. This document contains ample annotations to assist staff—especially future staff—in understanding the intent of the program as they consider new interpretations and revisions.

Supplemental criteria control other aspects of the pattern zone, too. Variability can be enforced on projects that combine pre-approved buildings, for example. Or, affordability provisions could be required in certain situations. The opt-in feature of the pattern zone allows wide latitude.

### SUPPLEMENTAL CRITERIA

Pre-permitted development projects must comply with these conditions to receive an expedited site development and building permit. These facilitate faster design and review.

A site plan with annotations showing how each of these conditions is being met shall be submitted by the development applicant to be eligible for expedited permitting. The site plan shall use a certified boundary survey as a basemap.

#### 1) VARIABILITY

A) One per parcel. No more than one pattern building may be located on any parcel. Pattern buildings constructed as accessory dwelling units do not count against this limitation.

B) Multiple architectural options required for larger projects. Any contiguous set of three or more parcels with pattern buildings shall include at least two variants of the pattern buildings.

#### 2) PARKING

A) Minimum parking. One parking space per bedroom.

B) On-street parking counted. On-street parking spaces may be constructed with new projects where sufficient right-of-way exists. On-street parking spaces shall be counted toward the required parking minimums.

C) Parking lot location. Parking lots shall not be constructed between a building and the street a building is oriented towards. They may be located to the side or to the rear of the primary structure.

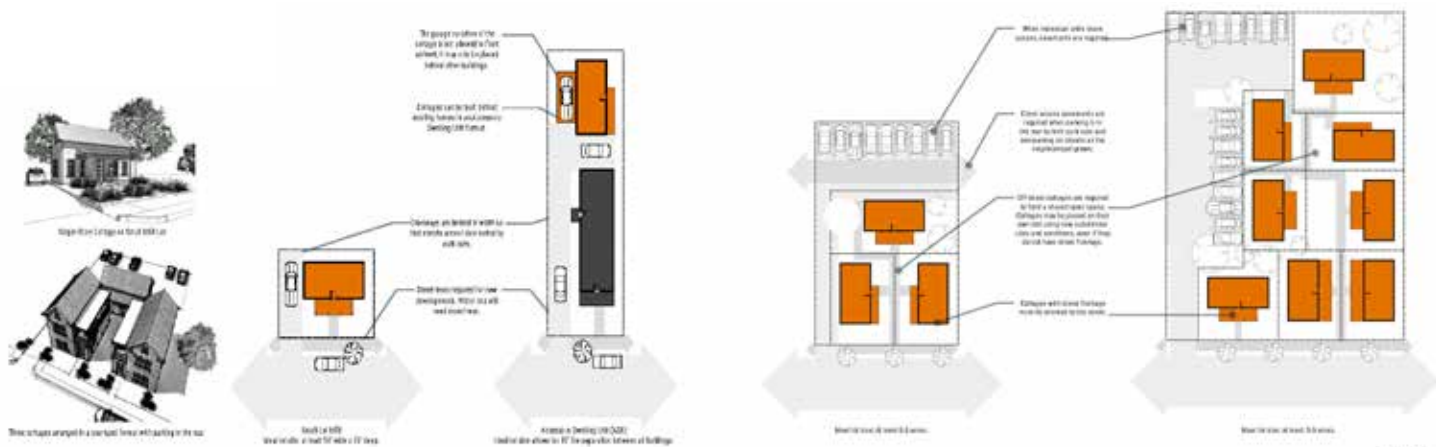
D) Driveway width. Maximum driveway width is 12', except when the driveway serves more than 4 units or commercial uses. For more than 4 units, the maximum width is 20'. Maximum curb cut radius

These conditions for variability help to ensure that pattern zones do not result in too many buildings that are too similar.

When formalized, on-street parking creates a more walkable street with slower speeds. It is often cheaper to construct than parking lots.

Rules about parking location and driveway width make streets more walkable and maximize the availability of on-street parking.

**Supplemental criteria.** Codification best practice is to include ample annotations describing the intent of any provisions subject to interpretation. Adopted by reference, this excerpt is of a standalone document for applicants and staff to use. It's used in the Midtown Bryan Pattern Book to describe the pattern zone and help applicants design their sites.



**Site diagrams for typical lots.** In addition to multiple building formats for each type, a pattern zone might also pre-approve a building to be constructed in multiple *site formats*. Here, development standards include new prescriptions for parking, trees, and walkability not otherwise required by the city.



# TEAM-LEAD

## MBL Planning

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MBL Planning offers a full range of planning and urban design services. Our cross-disciplinary team includes architects, urban designers, former city officials, interior designers, mixed-use development experts, and LEED accredited professionals, as well as a suite of partners with experience in zoning and ordinance writing, civil engineering, economic development, grant writing, public engagement, and plan implementation. We are committed to working with clients to prepare plans that are tailor-made to any budget or level of complexity. We understand land-use planning from policy to pavement and our team of designers is ready to lead the next generation of development, which overwhelmingly prefers walkable communities.

### HOW WE WORK

We strive to **ask the right questions**. Our expertise in complete neighborhood design and our pioneering work developing pre-approval programs makes our team stand out from other design firms.

We tailor each team, set of deliverables, and workplan to the context of the project. MBL Planning operates as a **collaborative between designers, planners, policy generalists, and public engagement enthusiasts**. While the core team remains consistent, we right-size the team from project to project to match client expectations and budget.

We specialize in **replicable solutions**. Nearly every design professional is familiar with the empty feeling of seeing beautifully drawn plans languish

on shelves or become buried in files for years. Unfortunately, this is perhaps the most common outcome for municipal-scale planning projects. We started MBL Planning because we think towns and cities deserve the same level of service our architectural clients have enjoyed for decades – the reasonable expectation that completed projects will result in actual progress.

We offer alternative polices and programs based on municipal math. Our proposals are designed to build community wealth through incremental development of small- and medium-scale projects in aggregate. When it comes to urban development, we believe large scale projects should punctuate the main urban pattern which is usually composed of lot-by-lot projects. **We help communities become more resilient over time** by increasing their own capacity for traditional, proven development patterns.

Good buildings deliver value to their owner; great buildings also deliver it to their community. As architects and planners, we are driven by human ecologies. We believe neighborhoods and towns aren't assets to be leveraged; they are delicate environments for civil discourse, a forum for conversation in design where genuine respect must be extended both to people and place. Much like surgery, development can be a violent, disruptive process. It can also be absolutely essential. **We stand for diverse, complicated public realms**, where interventions are only as strong as they are nuanced.



# TEAM

## Structure, and Responsibility

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**Steering Committee  
Stakeholder Groups**

**Mayor  
City Council  
Planning Commission**

**Citizenry**

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**City of Fayetteville  
Project Manager**

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**Lead Consultant:  
MBL Planning**

Audy Lack AIA LEED AP  
Principal-in-charge

Matt Hoffman AIA  
Team Director

Lindsay Hackett AICP  
Project Manager

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**Planning /  
Analysis**

**Neighborhood Workshop**

Neil Heller  
Market Analysis

**Place Strategies**

Brad Lonberger AIA AICP CNU-A  
Planning Director

Ivan Gonzalez AICP  
Project Planner

**MBL Planning**

Matthew Petty CNU-A  
Special Projects Planner

**Architecture /  
Design**

**MBL Planning**

Matt Hoffman AIA  
Director of Urban Design

**Flintlock**

Alli Quinlan AIA RLA LEED AP  
Building and Landscape Architect

**KUA**

Eric Kronberg AIA LEED AP  
Infill Architect

**Placemaking /  
Engagement**

**Velocity Group**

Daniel Hintz  
Engagement Director

# BRYAN PRE-APPROVALS

## MBL Planning

### PRE-APPROVED BUILDINGS FOR BRYAN, TX

MBL led a cross-disciplinary planning team in the development of a comprehensive vision for over two square miles, covering several distinct districts between downtown and Texas A&M University.

The plan, which won a national award from the Congress for the New Urbanism in 2020, is both vast in scope and incredibly detailed in its recommendations. Deliverables included definition of and detailed policy direction for five different *experience districts* along with preliminary designs for catalytic projects and capital improvements within each district. As a preliminary step, the team completed a thorough market economics and demographics study. Following four large public meetings, and months of works sessions with stakeholders, the team proposed a host of new

zoning and development ordinances for the area, which were officially adopted in May of 2020.

Among several innovative ideas, the Midtown Pattern Zone stands out. This first-in-the-nation zoning and economic development tool dramatically lowers barriers to missing middle housing by pre-approving complete building designs on a parcel-by-parcel basis within the study area. The process will encourage a new class of would-be developers to actively engage in the improvement of their own neighborhoods by completely eliminating some of the most time-consuming, costly, and confusing parts of the design and entitlement process.

### MIDTOWN COTTAGE Small Footprint, Big Possibilities

The Midtown Cottage is an adaptable building that offers variable functionality through a modular design.

When constructed with an optional second story, the lower level serves either as a garage, or a fully accessible apartment. Builders also have the option of adding a carport to increase automobile storage. The second level is accessed via an exterior stair which saves valuable floor space and allows both levels to utilize similar floor plans.

The second level efficiently stacks plumbing over the first level, but offers a bathroom arrangement that is more conventional. In situations where accessibility is not required, the second-level plan can be used on both levels.

#### OPTIONS INCLUDED

1. Single-Story
2. Two-Story Garage Cottage
3. Two-Story Twin Cottage
4. Double Porch Twin Cottage

#### NOTES ON FLOORPLAN AND FRONTAGE OPTIONS

- Cottage floorplans and elevations may be swapped out to adapt the building to a variety of different applications.
- Ground floor options include a garage, a fully accessible apartment, and a standard apartment. The second floor plan will work with any ground floor option.
- Facade options include both single- and double-porch, simple stair access for second floor, and a carport option.



Option 1  
Single-Story



Option 2  
Two-Story Garage Cottage



Option 3  
Two-Story Twin Unit



Option 4  
Double-Porch Twin Unit



# CLAREMORE PRE-APPROVALS

## MBL Planning

### PRE-APPROVED BUILDINGS FOR CLAREMORE, OK

Together with Place Strategies, MBL Planning provided a program of pre-approved buildings for transitioning neighborhoods in and around downtown. Just the second major pre-approval program behind Bryan Texas, MBL continued to refine the process and provide innovative solutions.

For Claremore, a “Quick Start” program was introduced that provided pre-approved buildings to meet the current code. These fast-response buildings were meant to provide a by-right set of options outlining best practices within the current code. Concurrently, a comprehensive engagement strategy was implemented in order to provide a larger set of pre-approved buildings to better suit long-term plans.

Both the city and the planning team proved highly adaptable—modifying their engagement strategy on the fly to safely cope with the emerging COVID-19 pandemic while ensuring the success of the project.

Claremore is located northeast of Tulsa near the heart of Rogers County in Oklahoma. The City has been experiencing exponential growth and has had issues expanding their built environment to capture a larger share of the residential and commercial market. Administration of their existing code had been experiencing issues with conflicting regulations.



# WALMART HOME OFFICE

## MBL Planning

MBL was proud to be the only local design firm engaged in what is likely to be a major legacy project for Northwest Arkansas: the new Walmart corporate campus in Bentonville AR. In partnership with Sasaki and Gensler, MBL was instrumental in creating a 50-year vision for the home office. MBL developed key concepts such as incorporating the Razorback Greenway through the heart of campus, and locating the campus on both sides of an urbanized 8th street. Managing Principal Roger Boskus was instrumental in seeing these critical concepts become a permanent part of the overall vision.

MBL's focus on high quality public spaces in and around 8th Street led in part to our selection as the architect for the campus' amenity buildings – which are heavily focused on this public way. In the coming years, MBL's partnership with Walmart will add a central campus auditorium, food hall, welcome center, and other planned projects to the 8th Street corridor's already significant investments.

Collectively, MBL's focus on community connected design will help make 8th Street a signature corridor for all of Northwest Arkansas.

MBL's expertise in zoning and development codes also led to a significant role in the development of a Planned Unit Development (PUD) submission for the entire campus. This critical document will provide entitlement for all current and future phases of the project, giving city leaders a sense of what to expect while providing Walmart with the flexibility it needs to adapt the campus to changing work climates.



**Committed to strengthening public life.** MBL's concept of running the Razorback Greenway through the heart of campus became a fundamental organizing principle for the overall master plan.

# AFFORDABLE HOUSING

## MBL Planning

Cobblestone Farms is an upcoming community designed to bring high quality, walkable, affordable housing to West Fayetteville. Currently in the *Large Scale Development* process, the development team hopes to begin construction within the year.

Working in collaboration with Anthology Real Estate, Strategic Realty, New Heights Church, The Potter's House, Excellerate Foundation, and community stakeholders, MBL Planning's cross disciplinary team has created a series of project-specific housing types, and assisted with the community masterplan to make this project a reality. Current plans call for over fifty rent-subsidized units ranging from one to four bedrooms. Visually identical market-rate housing will also be mixed in to the community, along with non-residential functions such as a community building, a working farm, green space, and future space for retail and office.



# BRIARTOWN PRE-APPROVALS

Flintlock



Boomerang Cottage



Raleigh House

In partnership with Robert Sharp Architect and Massengale Architecture, Flintlock developed six pre-approved building designs for the city of Bentonville, Arkansas. These “permit ready” auxiliary dwelling unit plans will contribute to more affordable housing options in the walkable downtown area, with designs that compliment the fabric of existing neighborhoods.

Funded by a Walton Family Foundation grant to the Community Development Corporation of Bentonville/Bella Vista, the design specifications and construction documents will be shared free of charge with the general public and commercial developers. All materials will be housed on a public online portal, with the goal of encouraging additional affordable housing development in Bentonville and downtown markets.



Grant Cottage



Ridgeway Cabin



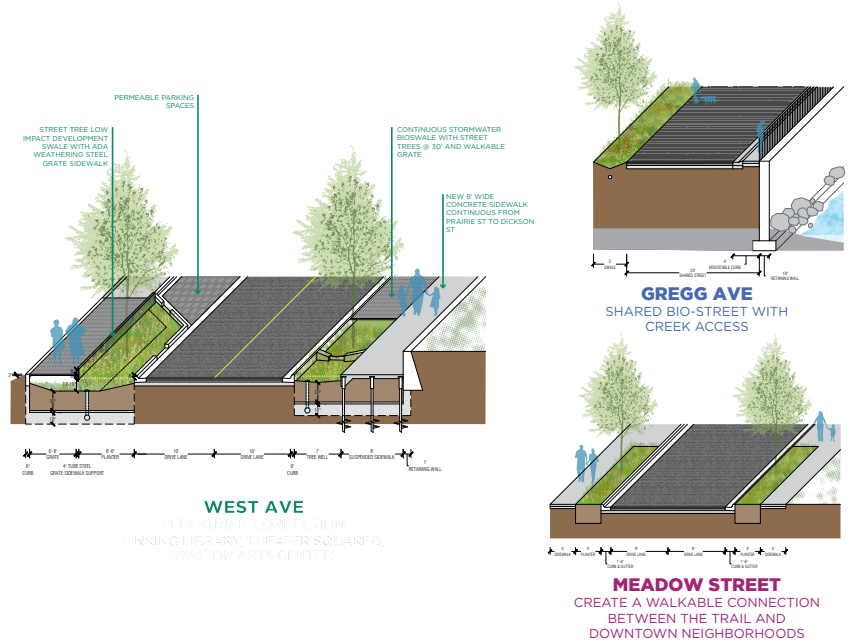
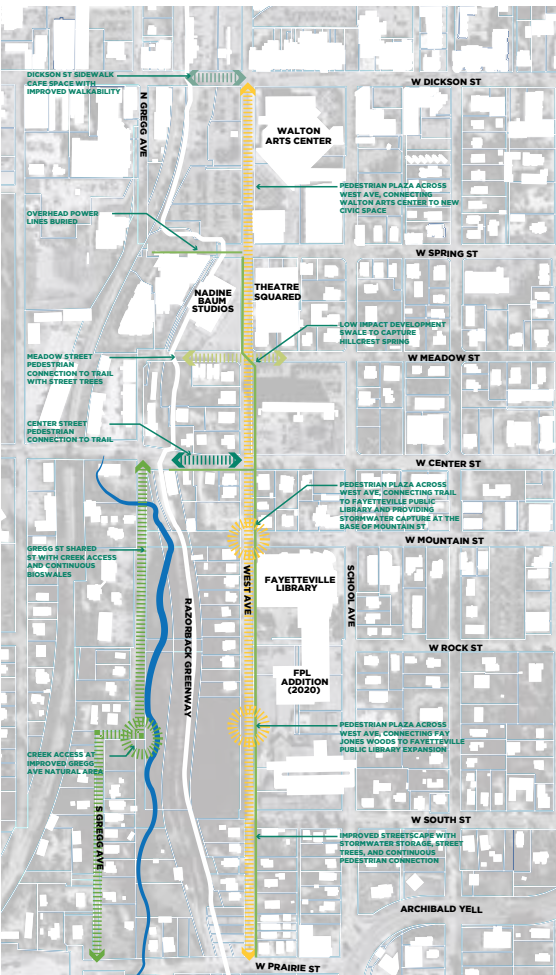
Berkeley Cottage

# CULTURAL ARTS CORRIDOR

## Flintlock



The City of Fayetteville, Arkansas, envisions a transformative 50-acre Cultural Arts Corridor that will link existing cultural attractions—including the Walton Arts Center, TheatreSquared, Nadine Baum Studios, Fayetteville Public Library, and the Fay Jones Woods—into a cohesive, dynamic district. The project will incorporate playful recreation elements, public art, streetscaping, enhanced pedestrian paths, and open-air gathering spaces, while restoring the former native woodland stream ecology of the Tanglewood Stream. The plan for this transformative project is made possible by a grant from the Walton Family Foundation’s Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor, with Flintlock Ltd Co serving as local Landscape Architect. When complete, the district will serve as a vibrant and memorable civic space for entertainment, community, and expression that also showcases the unique character and culture of Fayetteville.





# FAYETTEVILLE INFILL

*MBL Planning, Flintlock*

MBL and Flintlock have deep roots in Fayetteville. Matt Hoffman (MBL) and Alli Quinlan (Flintlock) both spent time working as Project Designers at the University of Arkansas Community Design Center before becoming Planning Commissioners for the city, and representing Fayetteville's community of architects nationally through multiple presentations at the Congress For the New Urbanism.

All the while, their work within their hometown has been informed by a devotion to making lovable places - infill projects that anyone would be proud to call home.



School Avenue Townhomes, MBL



Downtown Depot Parking Garage (ongoing), MBL



Bordinos on Dickson, MBL



9th St. Cottages, Flintlock



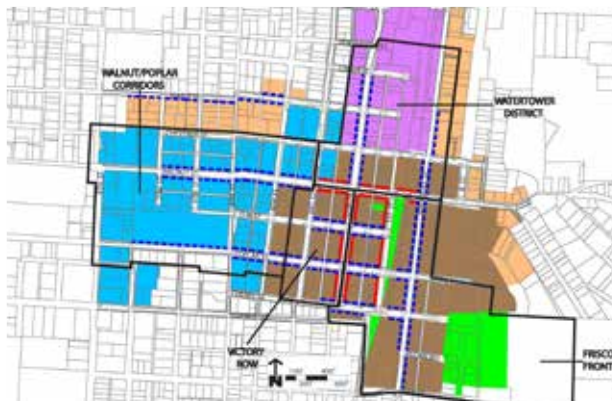
South Street Cottages, Flintlock



Lifelong Houses, Flintlock

# DOWNTOWN ROGERS PLAN

Place Strategies with Velocity Group



Downtown's main stage, where all personalities come together and create the arts and cultural experience: artisan cafe seating, concerts by local musicians, the farmers' market, and businesses catalyzed by the new Rogers Bike Park and Lake Atalanta. Urban living will provide a transition from the heart of downtown to the surrounding neighborhoods.

## Contact

Derrell Smith  
Fmr City Planner  
870-932-0406  
derrel.smith@jonesboro.org

## Site Details

60 Block Downtown Core

## Scope/Services

Feasibility Analysis  
Form-Based Codes  
Master Plan  
Market Analysis  
Public Engagement

## Services

\$400,000

## Potential Value

\$100 Million

## Start/Completion Date

2014 - 2015

## PREPARING FOR A QUALITY FUTURE

Brad Lonberger, as lead urban designer for Gateway Planning supported the effort to craft a bold, creative, systematic and executable revitalization plan that builds on Downtown Rogers' rich history and capitalizes on the City's momentum to maximize its future potential. As the gateway to Lake Atalanta and one of the most substantial historic downtowns in the region, Rogers benefits from regional growth in a quality way by attracting investment into its downtown.

The team framed a multifaceted opportunity through a detailed market study and uncovered a very strong community vision through extensive early interviews and focus groups. The work has unfolded in strong partnership with the Northwest Arkansas Council, Main Street Rogers, the Rogers-Lowell Chamber of Commerce along with key business owners, residents, and City officials.

Brad worked directly on the urban design and implementation plan elements, as well as writing the zoning ordinance for Downtown Rogers in order to guide revitalization as a bold and aggressive roadmap to achieve transformational results in Downtown. The tools developed focus on the regional Northwest Arkansas trends; Downtown strengths, and opportunities. The final Master Plan and Development Code was adopted by the City in July 2015. This plan created the idea of the Frisco Front Park which was a funded landscape design project through the Northwest Arkansas Design Excellence Program.

# INFILL HOUSING STUDY

## Neighborhood Workshop

### CLIENT NAME

City of St. Paul, Minnesota (Public Agency)

### YEAR COMPLETED

Current

### CONTACT

Luis Pereira, Director of Planning  
(651)-266-6556 / Luis.Pereira@ci.stpaul.mn.us

### BUDGET

\$40,500

### DESCRIPTION

In response to Comprehensive Plan Goals and City Council Resolution 18-204, the 1-4 Unit Infill Housing Zoning Study is a two-part study that evaluates potential zoning code amendments to allow a greater diversity of single-family developments, small-scale multi-family including duplexes, triplexes, and fourplexes in existing residential zoning code districts RL-R4 and RT1-RT2.



R4 nonconforming lots based on current minimum standards

This analysis intends to better connect proposed standards with the physical realities on the ground using dimensional realities of the desired range unit types with current market realities and financial feasibility.

# MUNICIPAL REVENUE ANALYSIS

## Neighborhood Workshop

### CLIENT

Hometowne Development

### YEAR COMPLETED

November-January 2021

### CONTACT

Mike Keen, President  
(574) 514-2096 / mfkeen1@gmail.com

### DESCRIPTION

To generate build-out results, prototypes of each existing and proposed unit types were built in the ROI Modeler, a scenario modeling software that uses physical and financial inputs to closely simulate a real development project.

One of the key outputs for this exercise is municipal revenue, or property taxes liability, that when aggregated, can provide a complete picture of the



impact of small-scale development in a specified geography.

Development types were modeled in phases accounting for a 15-year full build-out horizon,

Once aggregated, municipal revenue projections demonstrate over \$300k per annum, a positive 2,334% of change from 2021 (current year) to 2029, at full build-out.

# ATLANTA INFILL DEVELOPMENT

KUA

La France Walk is a pocket community located in the Edgewood neighborhood of Atlanta. Self-developed by KUA and informed by fifteen years of research and market observation, the project was designed in accordance with core principles of walkability, inclusivity, and resilience. In response to the growing demand for car-optional, in-town residential options and in anticipation of a surging in-town population, La France Walk takes advantage of the nearby rail station by minimizing car parking, allowing for maximum use of the tight footprint. Homes were designed with either a garage or an attached guest suite equipped with a kitchenette and full bathroom, providing buyers with the option of extra space for a home office, a guest suite for aging parents, or the opportunity to offset the cost of mortgage payments through rent. A mix of single-family homes, duplexes, and attached accessory dwelling units provide a range of housing choices and price points. The forward-thinking project was recognized with a Charter Award from the Congress for the New Urbanism in 2018 and a Design of Excellence Award from ULI in 2019.

## CLIENT

Self-performed development

## LOCATION

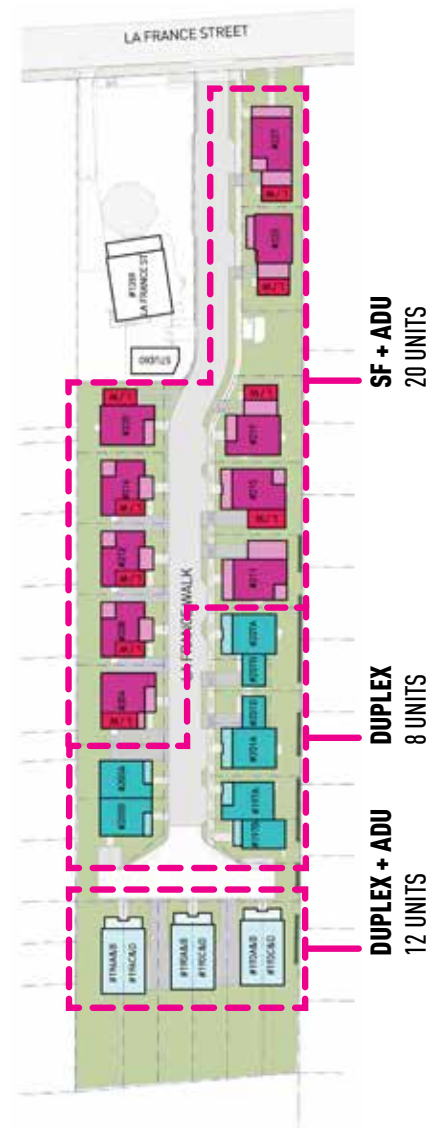
Edgewood, Atlanta, Georgia

## SIZE

25 units on 2.5 acres

## AWARDS

2018 CNU Charter Award  
2018 ARC Development of Excellence  
2019 ULI Design of Excellence



# MOUNT SEQUOYAH CAMPUS

*MBL Planning with Velocity Group and Archetype*

## OVERVIEW

Founded in 1922 by the Methodist Church, Mount Sequoyah Retreat and Conference Center desired an updated vision, mission, and development plan around its unique 37-acre campus on top of Mount Sequoyah in Fayetteville, Arkansas. Working with MBL Planning and branding firm Archetype, the Velocity Group led the project, developing a comprehensive plan with an updated brand and story. A multi-phased development and rehabilitation plan identified both costs and new revenue opportunities, as well as activation and experience design recommendations to reposition the campus, deepen value, and build organizational structures for long-term sustainability.

## PROJECT CONTACT

Jess L. Schload  
Executive Director  
jess@mountsequoyah.org  
(479) 443-4531

