City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, February 18, 2025

5:30 PM

City Hall Room 111 & Online via Zoom

City Council Members

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

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

MEETING INFORMATION:

1. WEBINAR ID: 873 1482 4928
PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_SK7OMHUOTHOGMH5WCLXNMQ

AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. NOMINATING COMMITTEE REPORT - COMMITTEE CHAIR

PROPOSED AGENDA ADDITIONS

A. CONSENT

A.1. APPROVAL OF THE FEBRUARY 4, 2025 CITY COUNCIL MEETING MINUTES

A.2. UNITED STATES POSTAL SERVICE (LEASE RENEWAL):

A RESOLUTION TO APPROVE A FIVE-YEAR LEASE AGREEMENT WITH THE UNITED STATES POSTAL SERVICE FOR SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF $36,500.00 PER YEAR, TO APPROVE A COMMISSION AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. IN THE AMOUNT OF $7,300.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-106)

A.3. GREATER PRODUCTIONS, LLC. (COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GREATER PRODUCTIONS, LLC. IN THE AMOUNT OF $1,056,513.00 FOR THE INSTALLATION OF SANITARY SEWER UPGRADES TO SERVE THE PARK HOTEL AND OTHER DOWNTOWN DEVELOPMENTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-177)

A.4. ON CALL MATERIALS TESTING SERVICES (RFQ 25-01):

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #1 AND APPROVE MCCLELLAND CONSULTING ENGINEERS, INC., OLSSON, INC., AND GTS, INC. AS PRIMARY PROVIDERS OF ON-CALL MATERIALS TESTING SERVICES AS NEEDED THROUGH APRIL 30, 2026 (2025-134)

A.5. ON CALL SURVEYING SERVICES (RFQ 25-01):

A RESOLUTION TO AWARD RFQ #25-01 SELECTION #2 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., HAWKINS-WEIR ENGINEERS, INC., AND OLSSON ASSOCIATES, INC. AS NEEDED THROUGH APRIL 30, 2026 (2025-135)

A.6. FAYETTEVILLE PUBLIC SCHOOL (COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH FAYETTEVILLE PUBLIC SCHOOLS IN THE AMOUNT OF $400,000.00 FOR THE EXTENSION OF EAST JOYCE BOULEVARD, AND TO APPROVE A BUDGET ADJUSTMENT (2025-169)

A.7. 2025 TRANSPORTATION FEDERAL AID (GRANT APPLICATION):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR THE RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, TRANSIT STOP ENHANCEMENTS, MISSION BOULEVARD TRAIL, RAZORBACK GREENWAY ASPHALT REPLACEMENT, GARLAND AVENUE, AND NORTH STREET CORRIDOR PROJECTS (2025-171)

B. UNFINISHED BUSINESS

B.1. REZONING-2024-0060: (818 S. WOOD AVE./BELASCO, 563):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-60 FOR APPROXIMATELY 0.37 ACRES LOCATED AT 818 SOUTH WOOD AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2025-88)

AT THE FEBRUARY 4, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE SECOND READING

B.2. REPEAL ORDINANCE 6800 (ORDINANCE):

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED (2025-136)

AT THE FEBRUARY 4, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING

C. NEW BUSINESS

C.1. VACATION-2024-0027: (903 W. NORTH ST./JORDAN GROUP, LLC, 444):

AN ORDINANCE TO APPROVE VAC-24-27 FOR PROPERTY LOCATED AT 903 WEST NORTH STREET IN WARD 2 TO VACATE 0.24 ACRES OF STREET RIGHT-OF-WAY (2025-150)

C.2. PLANNED ZONING DISTRICT-2024-0008: (19 E. 19TH ST./THE FARM AT SOUTH SCHOOL, 602):

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2024-008 FOR APPROXIMATELY 22.67 ACRES LOCATED 19 EAST 19TH STREET IN WARD 1 (2025-151)

C.3. APPEAL: PZD-2024-0005: (N. RUPPLE RD. & W. SALEM RD./FOXTAIL MEADOWS, 205):

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2024-005 FOR APPROXIMATELY 44.0 ACRES LOCATED ON NORTH RUPPLE ROAD AND WEST SALEM ROAD IN WARD 4 (2025-152)

C.4. ADMINISTRATIVE ITEM (AMEND CHAPTER 51 – WATER AND SEWERS):

AN ORDINANCE TO AMEND CHAPTER 51, WATER AND SEWERS OF THE FAYETTEVILLE CODE OF ORDINANCES TO PROVIDE FOR INCREASES IN WATER AND SEWER TAP CONNECTION FEES (2025-102)

C.5. ADMINISTRATIVE ITEM (AMEND CHAPTERS 110, 116 & 118):

AN ORDINANCE TO AMEND § 110.03 SMALL CELL FACILITIES AND NETWORKS; § 116.02 DOOR TO DOOR SOLICITATION; AND § 118.02 ENTRY UPON BUSINESS REGISTRY AND ISSUANCE OF BUSINESS LICENSE TO IMPLEMENT FEE CHANGES RECOMMENDED BY THE CITY'S RECENT USER FEE STUDY (2025-104)

C.6. ADMINISTRATIVE ITEM (AMEND CHAPTER 159 – FEES & CHAPTER 178 - MOBILE VENDORS):

AN ORDINANCE TO AMEND CHAPTER 159, FEES AND CHAPTER 178 MOBILE VENDORS OF THE UNIFIED DEVELOPMENT CODE TO IMPLEMENT FEE CHANGES RECOMMENDED BY THE CITY'S RECENT USER FEE STUDY (2025-105)

C.7. REQUEST FOR ADDITIONAL POSITIONS IN THE DEVELOPMENT SERVICES DEPARTMENT (RESOLUTION):

A RESOLUTION TO AUTHORIZE THE ADDITION OF FOUR FULL-TIME EQUIVALENT POSITIONS IN THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT AND THREE FULL-TIME EQUIVALENT POSITIONS IN THE DEVELOPMENT SERVICES DEPARTMENT, AND TO APPROVE A

BUDGET ADJUSTMENT (2025-175)

C.8. SUSPENSION OF THE RULES FOR ORDINANCE READING REQUIREMENT (RESOLUTION):

A RESOLUTION TO AMEND RULE A.7.D. UNFINISHED BUSINESS AND NEW BUSINESS BY ADDING A NEW (3) SUSPENSION OF THE RULES PLACES THE ORDINANCE ON ITS THIRD AND FINAL READING (2025-176)

C.9. ENSURING HEALTH AND FIRE SAFETY FOR SHORT-TERM RENTERS (RESOLUTION):

A RESOLUTION TO REQUEST THE ARKANSAS LEGISLATURE ALLOW CITIES TO ENSURE HEALTH AND FIRE SAFETY FOR SHORT-TERM RENTERS AND COMPATIBILITY FOR SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS (2025-202)

D. CITY COUNCIL TOUR

E. ANNOUNCEMENTS

F. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

Unfinished Business and New Business:

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

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

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

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

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

Virtual City Council Meetings Authorized: After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

Interpreters or Telecommunications Devices for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

Chair
Mr. Robert B. Stafford
Council Member
Ward 1 Position 1

Ms. Sarah Moore
Council Member
Ward 2 Position 1

Ms. Sarah Bunch
Council Member
Ward 3 Position 2

Min. Monique Jones
Council Member
Ward 4 Position 2

Nominating Committee
February 18, 2025

Council Members Present – Chair Mr. Robert B. Stafford, Ms. Sarah Moore Ms. Sarah Bunch, Min. Monique Jones.

The Nominating Committee recommends the following candidates for appointment:

FAYETTEVILLE HOUSING AUTHORITY

David Deutch .....Recommended by the Housing Authority
One Unexpired Public-at-Large Term 02/19/2025 – 12/28/2029.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-106

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff

FROM: Jared Rabren, Airport Director

SUBJECT: **Post Office Renewal and Commission Agreement and Approval of a Budget Adjustment**

RECOMMENDATION:
The Aviation Division requests approval and signature of the Mayor for the renewal of a Lease agreement between City of Fayetteville and the United States Postal Service (USPS) and approval and signature of the Commission Agreement between City of Fayetteville and Jones Lang LaSalle Americas, Inc. (JLL), acting broker for USPS which includes a brokers fee to be paid by Drake Field and approval of a budget adjustment.

BACKGROUND:
Drake Field and the Postal Service have enjoyed a mutually beneficial relationship for the last twenty years. With the expiration of their most recent lease agreement, Airport Staff have negotiated a new agreement.

DISCUSSION:
The new five-year lease agreement remains largely unchanged from the previous arrangement, but includes a 36% increase in rent, and offers one additional five-year extension with a 5% increase, available in 2030. The Postal Service utilizes a 3rd Party broker to handle real estate transactions, as such all USPS contracts now include a contract with the broker and a commission fee, payable by the Lessor.

BUDGET/STAFF IMPACT:
UNITED STATES POSTAL SERVICE will pay $36,500 per year for five years, with the option to renew for an additional five years at $38,325 per year. Drake Field will pay a one-time commission fee of $7,300 – which has been built into the rental price – to JONES LANG LASALLE AMERICAS, INC. for brokering the agreement.

ATTACHMENTS: SRF (#3) , BA (#4), USPS Lease - Greenland, AR (#5)

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

File #: 2025-106

Post Office Renewal and Commission Agreement and Approval of a Budget Adjustment

A RESOLUTION TO APPROVE A FIVE-YEAR LEASE AGREEMENT WITH THE UNITED STATES POSTAL SERVICE FOR SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF $36,500.00 PER YEAR, TO APPROVE A COMMISSION AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. IN THE AMOUNT OF $7,300.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a five-year lease agreement with the United States Postal Service., a copy of which is attached to this Resolution and made a part hereof, for space in the Airport Terminal Building located at 4500 South School Avenue for rent in the amount of $36,500.00 per year with an option to renew for an additional five year term for rent in the amount of $38,325.00 per year.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a commission agreement with Jones Lang Lasalle Americas, Inc. in the amount of $7,300.00 for brokering the lease, the cost of which has been offset by the increased rental rate.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-106

Item ID

2/18/2025

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

Jared Rabren	1/27/2025	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests approval and signature of the Mayor for the renewal of a Lease agreement between City of Fayetteville and the United States Postal Service (USPS) and approval and signature of the Commission Agreement between City of Fayetteville and Jones Lang LaSalle Americas, Inc. (JLL), acting broker for USPS which includes a brokers fee to be paid by Drake Field and approval of a budget adjustment.

Budget Impact:

5550.760.3940-5314.00	Airport
Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget		
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	7,300.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	7,300.00
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	AIRPORT SERVICES (760)	Adjustment Number
2025	Requestor:	Dee Simpson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff requests a BA to cover cost of the Jones Lang LaSalle Americas, Inc. brokers fee in the amount of $7,300.00.

COUNCIL DATE: 2/18/2025

ITEM ID#: **2025-106**

Holly Black
1/31/2025 10:11 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202513

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
TOTAL	7,300	7,300				
5550.760.3940-4450.02	-	7,300			RE	Rent/Lease - Rent - Terminal
5550.760.3940-5314.00	7,300	-			EX	Professional Services
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				
	-	-				

SUBJECT: GREENLAND - MAIN OFFICE (043663-002)

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 720-774-1626 or doug.smith@jll.com.

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
  - Sign each copy of the agreement where indicated.
  - Date each copy of the agreement on the designated line.
  - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
  - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
  - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
  - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

PLEASE SIGN AND RETURN THIS LEASE PACKET

Using the enclosed envelope, please mail **all requested forms with original signatures.** Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

Notice: All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Doug

Douglas Smith
Transaction Management
Jones Lang LaSalle (JLL)
1225 Seventeenth Street, Suite 1850
Denver, Colorado 80202
Mobile (720) 774-1626 | Fax (312) 416-5184
Doug.Smith@JLL.com | www.JLL.com

FACILITIES HEADQUARTERS

UNITED STATES
POSTAL SERVICE

October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at Tim.Kastens@am.jll.com.

Sincerely yours,

Donald L. Mackey
Director, Facilities Leasing (A)

7029 ALBERT PICK RD SUITE 300
GREENSBORO, NC 27409-0300
WWW.USPS.COM

Jan 27, 2025

COMMISSION AGREEMENT

This Commission Agreement (this "Agreement"), made as of the last date written below, is between **CITY OF FAYETTEVILLE** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement"), ("Agreement"),** and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker if a lease ("Lease") is executed by Lessor and the United States Postal Service ("Tenant") for that certain real property described as:

GREENLAND MAIN OFFICE, 4500 S SCHOOL AVE STE P, GREENLAND, AR
USPS Property ID 043663-002
Hereinafter, the "Property"

1. Lessor will pay Broker, and Broker will accept as its compensation for representing Tenant in connection with the Lease a commission equal to:

Annual Rent	Aggregate Lease Value	Commission Rate	Commission Amount Due
$36,500.00	$182,500.00	4.00%	$7,300.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid to Broker within thirty (30) days.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder.
5. ~~This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half percent (1.5%) per month from the date due until paid.~~ **Section 5. of the Commission Agreement is deleted in its entirety.**
6. In the event of a sale or other conveyance of the Property by Lessor, any portion of the commission which has not yet been paid to Broker pursuant to this Agreement shall thereupon become due and payable by Lessor in full upon closing of the sale or conveyance of the Property, unless the buyer or new owner of the Property executes and delivers to Broker an agreement, reasonably acceptable to Broker, which assumes the obligation to pay the unpaid portion of the commission to Broker. If the foregoing occurs, then Lessor shall have no further liability for the unpaid portion of the commission.
7. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the Property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease, or a lease is fully executed.
8. Pursuant to applicable state code or statute, Broker reserves the right to file a lien on the Property to secure the commission due to Broker hereunder.
9. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
10. Lessor acknowledges that a client fee share may be payable by Broker to Tenant, if allowed by applicable law.
11. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs, and that this Agreement binds such party.

BROKER:
Jones Lang LaSalle Americas, Inc.

By:_____

_____
Name and Title

Dated:_____

LESSOR:
CITY OF FAYETTEVILLE

By:_____

MOLLY RAWN, MAYOR
Name and Title

Dated:_____

Listed below is the W-9 information currently on file.

Please enter this same information into the new W-9, unless there is new/ updated information to be added instead.

CITY OF FAYETTEVILLE		
% AVIATION & ECONOMIC DEV		
4500 S SCHOOL AVE STE F		
FAYETTEVILLE	AR	72701-8016
UNITED STATES		

Tax ID: [redacted] 8462

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

UNITED STATES POSTAL SERVICE™

Lease

GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

Lease (Multi-Tenant Form)

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

This Lease, by and between CITY OF FAYETTEVILLE, ("**Landlord**") and the United States Postal Service **("USPS"** or **"Postal Service")**, is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a building having a street address of 4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 765-13310-000 (the "**Property**"). The Premises consists of approximately 2,100 square feet of net interior space as shown cross-hatched on Exhibit A and additional space,if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider USPS Responsibility-Partial attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 4 years, 11 months, and 15 days commencing on February 17, 2025 ("**Commencement Date**") and ending on January 31, 2030, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. RENT: The Postal Service will pay Landlord an annual rent of: $36,500.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
CITY OF FAYETTEVILLE

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

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4500 S SCHOOL AVE STE F
FAYETTEVILLE, AR 72701-8016

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
02/01/2030	01/31/2035	$38,325.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider Underground Storage Tanks Landlord Responsibility
- Maintenance Rider USPS Responsibility (Partial)

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]

Conflict of Interest/Signature Page

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:
(i) ____ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ____The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ____ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
(iv) ____ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ____ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:
(i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
(ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: CITY OF FAYETTEVILLE

_____
Name: _____
Witness

Signature: _____

Print Name: MOLLY RAWN

Title: MAYOR

Date: _____

_____
Name: _____
Witness

Landlord's signature must be witnessed by two individuals, which shall sign where indicated above

Telephone No: **479-718-7642 Office**

Email Address: **jrabren@fayetteville-ar.gov & tkesner@fayetteville-ar.gov**

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: TERRENCE BRENNAN

Title: Contracting Officer

Date: _____

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

Exhibit A

(Page 1 of 2)

[Legal Description of Property]

A portion of:

The northern portion of the Fayetteville Municipal Airport Terminal Building, Drake Field, Highway 71 South, Fayetteville, AR.

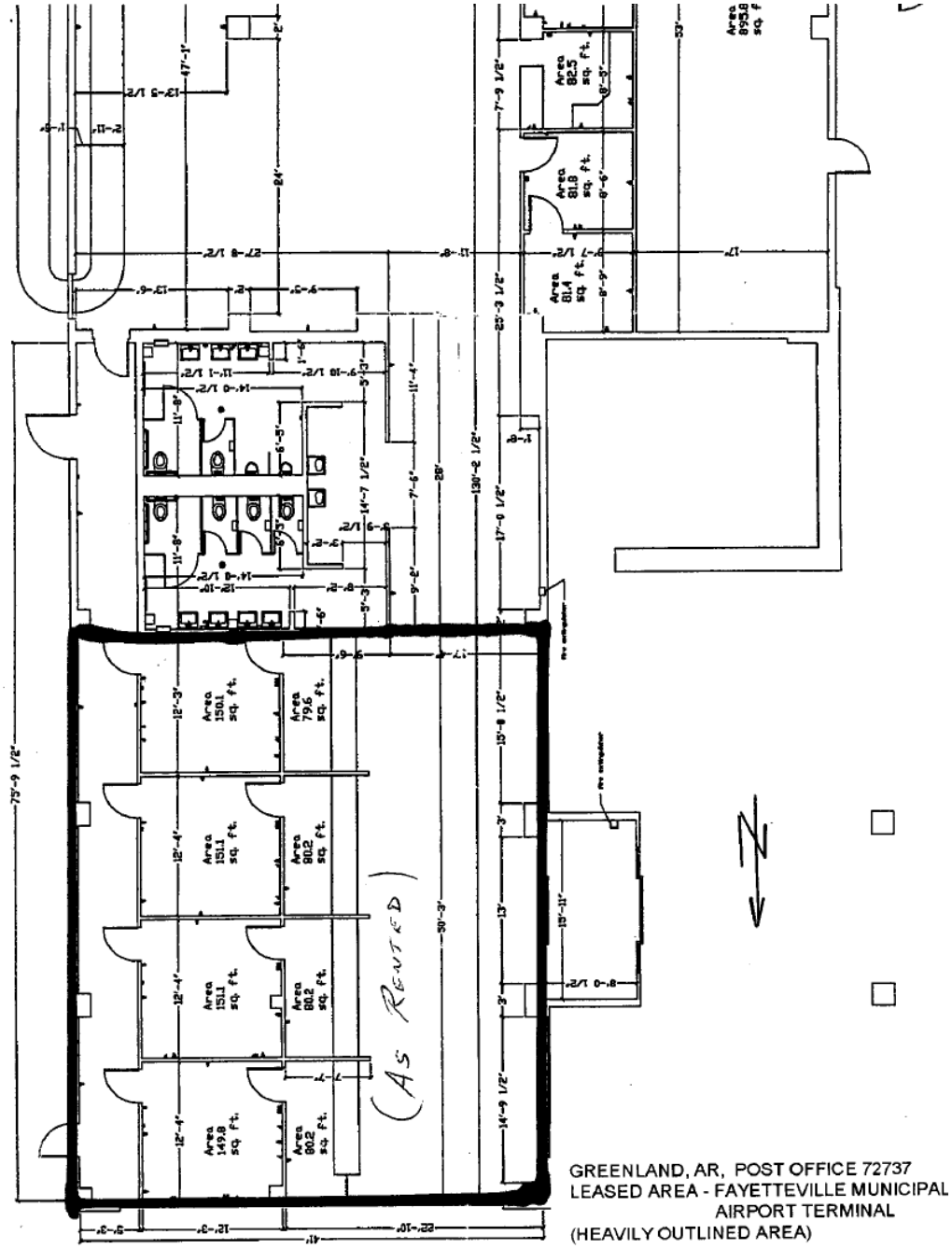
USPS Premises

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

Exhibit A

(Page 2 of 2)



GREENLAND, AR, POST OFFICE 72737
LEASED AREA - FAYETTEVILLE MUNICIPAL AIRPORT TERMINAL
(HEAVILY OUTLINED AREA)

Page 2 (a)

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

Exhibit B

Parking Area
(If Applicable)

Intentionally Left Blank

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

Exhibit C

Premises Area

Lease Defined Space Measurements	Sq ft	Common/Joint Use Area	Sq ft
Rentable SF:	2,100	Parking and Maneuvering:	5,000
Total USPS Leased SF:	2,100	Entrance, ext. walks:	500
Total Property Site SF:	2,100		
Exterior, Platform and Ramp:	70		

Area Comments

Intentionally Left Blank

General Conditions to USPS Lease

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating $10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and

2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;

2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer to, and ownership by,the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the

Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [RESERVED]

6. INSURANCE

a. **Postal Service's Insurance**. Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as **"Landlord's Insurance."** Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) Liability Insurance. Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than $2,000,000 and a general aggregate limit of not less than $2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding $1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) Property Insurance. Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss"

insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"**Environmental Contamination**" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its

vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. **Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlords Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal

Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

e. **Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the

time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding $100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of $100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over $100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or

2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move as well as the actual reasonable costs incurred in connection with the Postal Service's move back to the Premises after the interference ceases.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they

either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

i. **[RESERVED]**

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

l. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

m. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any

amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at: CITY OF FAYETTEVILLE

% AVIATION & ECONOMIC DEV
4500 S SCHOOL AVE STE F
FAYETTEVILLE, AR 72701-8016

With a copy to: _____

_____

To the Postal Service at: Contracting Officer

USPS Facilities Leasing West
PO Box 5527
Denver, CO 80217-5527

With a copy to: Postmaster/Installation Head

4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

11. **FACILITIES NONDISCRIMINATION**

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. **CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS**

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at http://about.usps.com/manuals/spp/html/spp10.htm or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts
Clause 1-6, Contingent Fees
Clause 9-3, Davis-Bacon Act[1]
Clause 9-7, Equal Opportunity[2]
Clause 9-13, Equal Opportunity for Workers with Disabilities[3]
Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans[4]
Clause 9-16, Employer Reports on Employment of Protected Veterans[4]
Clause B-25, Advertising of Contract Awards
Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

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[1] For premises with net interior space in excess of 6,500 SF.
[2] For leases aggregating payments of $10,000 or more.
[3] For leases aggregating payments of $10,000 or more.
[4] For leases aggregating payments of $25,000 or more.

Maintenance Rider USPS Responsibility (Partial)

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

1. **Postal Service Responsibilities.** The Postal Service shall maintain the Premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of Landlord in Paragraph 3 below and damage resulting from, and to the extent of, the negligence of the Landlord's agents or employees (which portion of the damage arising directly from Landlord's negligence shall be the responsibility of the Landlord). The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep the Premises in proper condition during the Lease term.

2. **Premises.** The term "Premises" as used in this rider includes the Premises described in the Lease, the improvements and appurtenances to such Premises exclusively used by the Postal Service (including parking lots, driveways, sidewalks, and fencing), and all equipment and fixtures furnished, or to be furnished, by Landlord under this Lease.

3. **Landlord Responsibilities.** Landlord, except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), is responsible for maintenance of, repairs to, and, if necessary, replacement of:

   a. **Common Areas.** All common or joint use interior and exterior areas (including exterior painting), and common or joint use equipment and systems that may be included as part of this Lease.
   b. **Structural Elements.** All structural elements, exterior or interior wherever located on the Property, including but not limited to: the foundation; column supports; bearing walls; retaining walls; bridges; floors (but not including floor covering); and similar structural elements or features.
   c. **Lighting Systems.** All lighting systems, including all components thereof, such as, by way of example and not in limitation, ballasts, poles, and light fixture covers (but not light bulbs).
   d. **Roof.** All parts of the roof system including, but not limited to: the roof covering; flashing and insulation (including around any roof-top equipment); roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. Landlord shall be responsible for the timely removal of snow and ice from the roof. Landlord will also be responsible for regular cleaning of all gutters, downspouts, troughs, scuppers, roof drains, etc.
   e. **Pest Control.** Inspection, prevention and eradication of termites and other wood-eating insects and any damage resulting therefrom.
   f. **Construction Defects.** Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by Landlord.
   g. **Casualty.** Damage from Acts of God; acts of public enemy, riot or insurrection; and vandalism, and damages resulting from fire or other casualties.
   h. **Well and Septic Systems.** Any necessary replacement of any part or all of the well and septic systems, including lateral fields. If replacement of either system becomes necessary as a result of the failure of that system, Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. Landlord is responsible for the permitting and routine maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system. While all or any part of such well or septic system is not functioning, Landlord shall provide, at Landlord's sole cost, risk and expense, potable water and sanitary facilities at the Premises and shall maintain the same in good working order until the well and septic system are functioning as required by the Postal Service.
   i. **Utilities.** All utilities, including all systems and structures and the components thereof which deliver such

utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs. This also excludes interior sinks, toilets, electrical panels, electrical outlets, and HVAC units.

j. **Water Remediation.** Inspection and remediation of recurring pooling and ponding water (interior and exterior) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances.

k. **Retention Ponds.** Any retention ponds.

l. **Sink holes.** Any sink holes and any damage resulting therefrom.

m. **Exterior Site Related Issues.** All site related issues at the exterior of the Property, including but not limited to, damage caused by trees, overhanging branches, and roots (whether such items cause damage either on or off the Property) that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances (but not including landscaping).

4. **Completion of Maintenance, Repair, or Replacement by Landlord.**

a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments or reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and all other payments and reimbursements due or to become due under this Lease will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for the completion of any maintenance, repair or

replacement set forth above. The remedies provided in this section are cumulative, non-exclusive, and in addition to any remedies available to the Postal Service under applicable law.

5. **Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

   a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
   b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
   c. take all other proper precautions to protect the health and safety of:
      (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
      (2) Postal Service employees; and
      (3) the public.

   Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

Utilities and Services Rider

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. **HEAT**

Landlord pays all costs of fuel charges to the Premises.

2. **ELECTRICITY**

Landlord pays all recurring electric bills.

3. **WATER**

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. Landlord must pay for all recurring charges for such water services.

4. **SEWER**

The Premises are hooked up to a public sewer system. Landlord must pay for all recurring charges for such sewer services.

5. **TRASH**

Landlord is responsible for providing an appropriately sized (as determined by the Postal Service) exterior trash receptacle or receptacles for the Postal Service to use to dispose of trash from the Premises and for the emptying of such receptacle or receptacles used by the Postal Service. The receptacle or receptacles must be placed in a location acceptable to the Postal Service in its sole discretion, all at Landlord's cost.

6. **SNOW**

Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof, the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.), all at Landlord's cost.

7. **CUSTODIAL SERVICES**

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular

building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service is responsible for and payment of the costs of custodial services for the interior of the Premises and any exterior areas used exclusively by the Postal Service at such time and in such manner as the Postal Service considers necessary. Landlord is responsible for custodial services for any areas not exclusively used by the Postal Service at Landlord's cost.

8. **LANDSCAPING**

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Landlord has responsibility for all landscaping, grass cutting or shrub trimming at its cost.

Maintenance Rider
Underground Storage Tanks
Landlord Responsibility

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

a. The term "Underground Storage Tank" (UST) as used in this Lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume (including the volume of underground pipes connected thereto) below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The Landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the Landlord, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except to the extent such damage or casualty was caused by the negligence of the Postal Service agents or employees, in which event, a portion of the repairs or replacement required as a direct result of the negligence of the Postal Service agents or employees will be the responsibility of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release or suspected release of fuel from the UST system, except to the extent the release was caused by the negligence of the Postal Service agents or employees, in which event the portion of such costs directly arising from such negligence will be the responsibility of the Postal Service.

(5) Expenses incurred by the Postal Service due to the failure of any element for which the Landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of Landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily product input/output monitoring.

d. If requested by the Landlord, the Postal Service will provide the Landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the Landlord is responsible, the Postal Service will, except in emergencies (as reasonably determined by the Postal Service), give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and recover the cost plus any

Facility Name/Location
GREENLAND - MAIN OFFICE (043663-002)
4500 S SCHOOL AVE STE P, GREENLAND, AR 72737-8801

County: Washington
Lease: QU0000774563

administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. In addition, the Postal Service, acting through the Postal Service Contracting Officer, may proportionally abate the Rent for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable by reason of such condition. Alternatively, the Postal Service Contracting Officer may, if the Premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-177

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Greater Productions, LLC - Sewer Cost Share for Park Hotel and Other Downtown Developments**

RECOMMENDATION:
Staff recommends approval of a Cost Share Agreement in the amount of $1,056,513.00 with Greater Productions, LLC for the installation of sanitary sewer upgrades to serve the Park Hotel and other downtown developments, approval of a project contingency in the amount of $100,000.00, and approval of a budget adjustment.

BACKGROUND:
A recent sewer study in the downtown area that was developed in response to multiple large development projects has identified a sewer capacity issue on the segment of line that runs west of West Avenue along Spring Street and then south to an existing line that was recently upsized and relocated as part of the development located at 612 W Center Street. (See Exhibit attached)

The city's share of the cost of upgrades is recommended to be 50% in total; this percentage share represents roughly the ratio of existing flows to proposed flows once developments that are currently under review in the area are all contributing to the sewer main to be upgraded.

The remaining 50% of this cost will be collected through this cost share and through the collection of development assessments relative to the proportional share of flow that each development contributes.

DISCUSSION:
The total cost of this sewer upgrade, including design, construction, and construction administration, is $1,176,518. The Park Hotel's proportional share has been calculated to be 10.2% of this cost, or $120,005. Under this agreement, Greater Productions, LLC, through its contractors, will design and install the sewer line upgrades, with reimbursement by the city at 89.8% of the costs.

A contingency in the amount of $100,000 is also requested. This contingency will be used in the event that unforeseen site conditions require changes or additions to the work that increase the cost of the project and are deemed by staff to be the responsibility of the City.

BUDGET/STAFF IMPACT:
A budget adjustment is attached to move funds into the Water/Sewer Impact Fee Cost Sharing account.

ATTACHMENTS: SRF (#3) , BA (#4), Greater Productions, LLC. (#5)

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

File #: 2025-177

Greater Productions, LLC - Sewer Cost Share for Park Hotel and Other Downtown Developments

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GREATER PRODUCTIONS, LLC. IN THE AMOUNT OF $1,056,513.00 FOR THE INSTALLATION OF SANITARY SEWER UPGRADES TO SERVE THE PARK HOTEL AND OTHER DOWNTOWN DEVELOPMENTS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, a recent sewer study in the downtown area that was developed in response to multiple planned large development projects has identified a sewer capacity issue on the segment of line that runs west of West Avenue along Spring Street and then south to an existing line that was recently upsized and relocated as part of the development located at 612 W Center Street; and

WHEREAS, the City's share of the cost of upgrades is recommended to be 50% in total, which represents roughly the ratio of existing flows to proposed flows once developments that are currently under review in the area are all contributing to the sewer main being upgraded; and

WHEREAS, the remaining 50% of this cost will be collected through this cost share and through the collection of development assessments relative to the proportional share of flow that each development contributes; and

WHEREAS, Greater Productions, LLC has agreed to pay 10.2% of the total cost, which represents its proportional share of the upgrade impact, and has also agreed to be responsible for construction of the main.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a cost share agreement with Greater Productions, LLC with the amount of $1,056,513.00 to be paid by the City for the installation of sanitary sewer upgrades to serve the Park Hotel and other planned downtown developments, and further approves a project contingency in the amount of $100,000.00.

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

City of Fayetteville Staff Review Form

2025-177

Item ID

2/18/2025

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

Tim Nyander	1/31/2025	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a Cost Share Agreement in the amount of $1,056,513.00 with Greater Productions, LLC for the installation of sanitary sewer upgrades to serve the Park Hotel and other downtown developments, and approval of a project contingency in the amount of $100,000.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5700-5815.00	Water & Sewer
Account Number	Fund
04039.2501	Water & Sewer Impact Fee Cost Sharing - Greater Productions Cost Share
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,325,957.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	2,325,957.00
Does item have a direct cost?	Yes	Item Cost	$	1,156,513.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	1,156,513.00
		Remaining Budget	$	2,325,957.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	WATER SEWER (720)	Adjustment Number
2025	Requestor:	Tim Nyander	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a Cost Share Agreement in the amount of $1,056,513.00 with Greater Productions, LLC for the installation of sanitary sewer upgrades to serve the Park Hotel and other downtown developments, and approval of a project contingency in the amount of $100,000.00.

COUNCIL DATE: 2/18/2025

ITEM ID#: **2025-177**

Holly Black
2/3/2025 11:02 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.202513

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	1,156,513	1,156,513				
5400.720.5700-6602.30	-	1,156,513	04039	2501	RE	Transfer from Fund - Impact Fee
5400.720.5700-6602.30	-	(600,000)	04039	1	RE	Transfer from Fund - Impact Fee
5400.720.5600-6602.30	-	(464,000)	04039	1	RE	Transfer from Fund - Impact Fee
5400.720.5700-5815.00	1,056,513	-	04039	2501	EX	Improvements - Sewer
5400.720.5700-5911.99	100,000	-	04039	2501	EX	Contingency - Capital Project
5400.720.4000-4999.99	-	1,064,000			RE	Use Fund Balance - Current
2300.730.9300-7602.40	1,156,513	-	07004	4039.2501	EX	Transfers To Funds - Water & Sewer Fund
2300.730.9300-7602.40	(1,156,513)	-	07004	2	EX	Transfers To Funds - Water & Sewer Fund
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

AGREEMENT FOR COST SHARE
OF SANITARY SEWER IMPROVEMENT COSTS

This Agreement, made and entered into on this 31 day of January 2025, by and between the City of Fayetteville, Arkansas ("City") and Greater Productions, LLC (with related entities The Park Hotel, LLC, and Reindl Properties, Inc) ("Owner"), witnesseth:

WHEREAS, Owner is currently constructing the rerouting of the Greenway trail, parking for the Metro District and a hotel at 215 W. Spring Street; and

WHEREAS, Owner's development partially requires the increase size of a sanitary sewer line on site and downstream of the development; and

WHEREAS, Owner will be constructing these improvements through a grading permit issued by the City and the quote for construction of the sewer line is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, Owner's proportional impact on the City's sewer infrastructure, and therefore its responsibility for the cost of upsizing the sewer line, has been calculated at 10.2% of the total cost which is estimated to be $1,176,518; and

WHEREAS, upsizing the line is necessary to provide sanitary sewer service to this and three other large projects in the area and the City will seek reimbursement as those projects proceed to development. The City will not delay inspections, approvals, or acceptance of the work or withhold payment pending agreements or development progress from other projects.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Greater Production, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

    A. Reimburse Owner an estimated $1,056,513 which represents 89.8% of the cost of the work describe in Exhibit "A", attached.

    B. Reimbursement is an estimate and does not include unforeseen scope that could be encounter during the construction of this work. The City of Fayetteville will consider, on a case-by-case basis, reimbursement for any additional costs to rectify the unforeseen or out of scope additions to the project within any project contingency approved by the Fayetteville City Council.

    C. Payments due to Owner, shall be remitted within thirty (30) days after receipt of valid invoices, and pending successful inspection and acceptance of the phased completed work by the City of Fayetteville Engineering Division. The milestone phases include:

a. Payment in the amount of 20% at the time of completion of the first (north) section North South underground (sanitary and storm sewer) scope of work that goes from Reindl Properties property line to the new turning circle on the east.
b. Payment in the amount of 30% at the time of completion of the East West underground (sanitary and storm sewer) scope of work that goes from West Avenue to the new turning circle on the east.
c. Payment in the amount of 20% at the time of completion of the second (south) section North South underground (sanitary and storm sewer) scope of work that goes from that goes from Reindl Properties property line, south through the adjacent property to the point of connection.
d. Final remaining amount of 30% upon completion of the North South backfill, paving, and other repairs do to the scope of work that goes from the new turning circle on the east, south through the adjacent property to the point of connection.

D. Authorize the construction of the sewer line for the Phase 1 – B ("offsite sewer replacement') in the current location within the existing utility easement or right of way on the adjacent property owned by the Metro Lofts Homeowner's association.

2. Owner agrees to:

A. Provide the necessary and normal project management, inspection, and testing as necessary to complete the work shown on Exhibit "A", in accordance with the City of Fayetteville Standard Specifications, and City Standard Details, both of which are available at http://www.fayetteville-ar.gov/445/Engineering-Specs-Details.

B. Provide a copy of the invoices from the Contractor(s) upon completion and City approval of the street improvements described in Exhibit "A".

C. Pay for the sewer improvements (with reimbursement of 89.8% of the cost by the City of Fayetteville).

3. It is further understood that the contract for construction is between Owner and their Contractor and that the City has no contractual obligation with either the Contractor or any agent for Owner. The City's only obligation shall be to participate in this agreement and pay 89.8% of the cost with a not-to-exceed amount of $1,056,513, plus any project contingency approved by the Fayetteville City Council, for the sewer improvements.

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

Greater Productions, LLC

By: _____
Brian Reindl, Manager

ATTEST:

By: _____
Carl A. Kernodle, CEO
Two Trout, LLC
Developer

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
MOLLY A. RAWN, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk-Treasurer

EXHIBIT A
Vicinity Map
Not to Scale

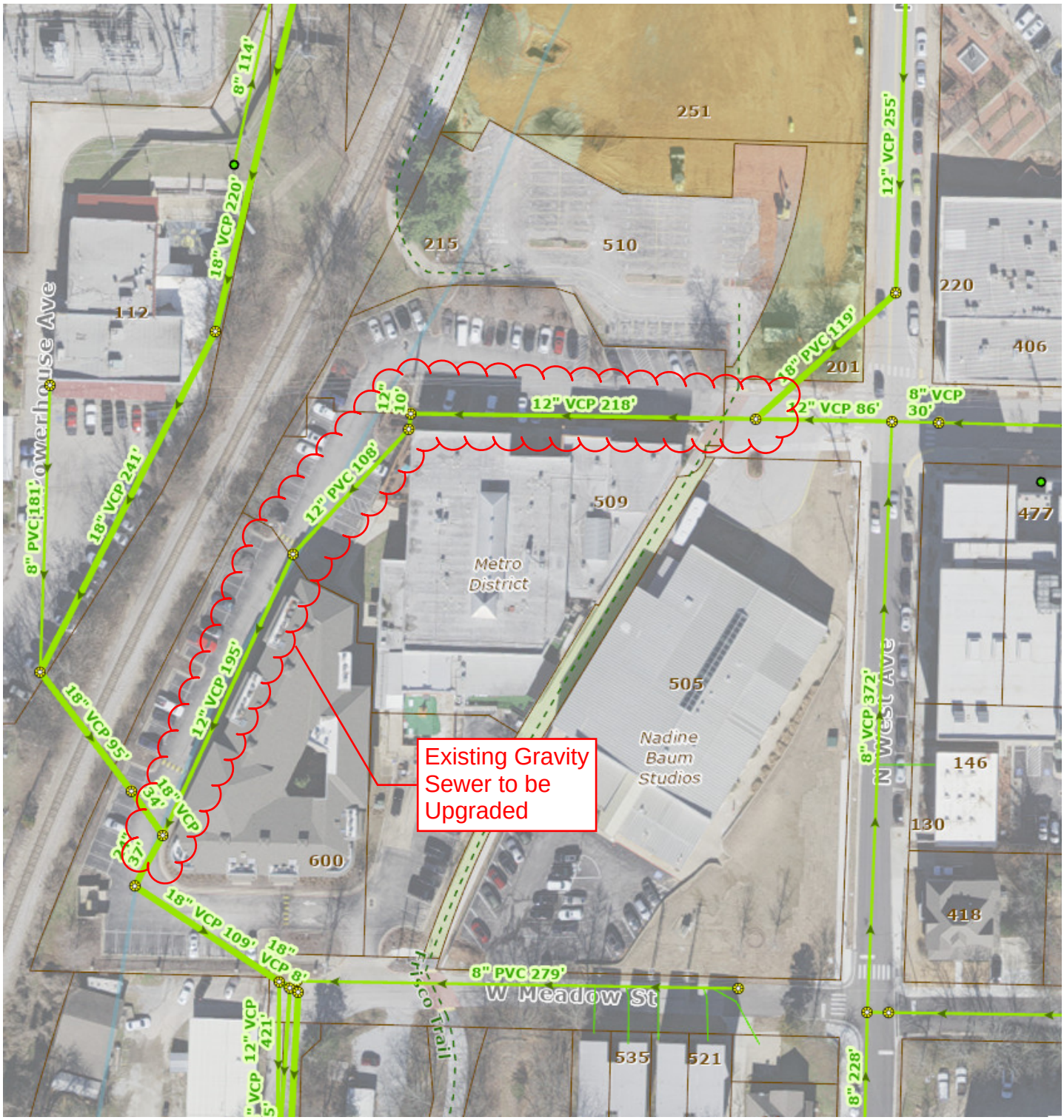

EXHIBIT B

Project Name: **Metro / Park Hotel Parking and Underground Utilities**

Cost Model

Development Budget

*Date: 10 December 2024 - **revised 30 January 2025***

Cost Code				Cost of Work
Hard Costs	80%			
20-10	**Construction Contract**			
	Scope A - Off-site underground sanitary sewer upgrade			
20-30	Offsite Engineering, inspections and testing - Olsson Engineering			$ 51,755
	Sanitary Sewer Main Upgrade			$ 441,855
	Demolition of existing aspault			
	Excavation			
	Pump around existing sewer flow			
	Remove existing sanitary sewer main			
	Provide and install with 24" sanitary sewer main	344	lf	
	Replace existing manholes with 5' manholes	2	units	$ 28,500
	Survey			$ 6,800
	Erosion Control			$ 4,200
	Backfill			
	Repair paving and curb			
	Scope B - Metro & Park Hotel underground sanitary sewer upgrade			
	Sanitary Sewer Main Upgrade			$ 310,837
	Demolition of existing aspault			
	Excavation			
	Flowfill existing 12" sanitary sewer main			
	Provide and install with 18" SDR sanitary sewer main from existing manhole to new cast inplace manhole	262	lf	
	Provide and install 36" steel encasement with anodes	134	lf	
	Stormwater Sewer Replacement			$ 97,267
	Remove existing 48" RCP and replace with 48" HP	164	lf	
	SUBTOTAL HARD COSTS			**$ 941,214**
Soft Costs	20%			
	Design and Construction Administration			
20-30	Onsite Engineering			
40	**Development and Management**			
40-10	Developer Fee			
40-15	Insurance			
40-50	Project Administration			
40-60	Development Expenses			
	SUBTOTAL SOFT COSTS			**$ 235,304**

Underground Utility Cost Sharing

USES		
TOTAL COSTS		**$ 1,176,518**
SOURCES		
Metro / Park Hotel (South Hotel)	10.2%	**$ 120,005**
City of Fayetteville	89.8%	**$ 1,056,513**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-134

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of a resolution to award RFQ 25-01, Selection #1 to McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2026**

RECOMMENDATION:
Approval of a resolution to award RFQ 25-01, Selection #1 to McClelland Consulting Engineers, Inc Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2026.

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

DISCUSSION:
An engineering selection committee selected McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. to be used for on-call materials testing services for street, drainage and utilities projects through April 30, 2026.

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

ATTACHMENTS: SRF (#3) , FY Construction Materials Laboratory Fee Schedule - 2025 (#4), GTS Unit Rate Sheets (#5), Field Rate Services (#6)

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

File #: 2025-134

Approval of a resolution to award RFQ 25-01, Selection #1 to McClelland Consulting Engineers, Inc., Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2026

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #1 AND APPROVE MCCLELLAND CONSULTING ENGINEERS, INC., OLSSON, INC., AND GTS, INC. AS PRIMARY PROVIDERS OF ON-CALL MATERIALS TESTING SERVICES AS NEEDED THROUGH APRIL 30, 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #25-01, Selection #1 and approves McClelland Consulting Engineers, Inc., Olsson, Inc., and GTS, Inc. as primary providers of on-call materials testing services for the rates attached to this Resolution and based on availability as needed through April 30, 2026.

City of Fayetteville Staff Review Form

2025-134

Item ID

2/18/2025

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

Matt Casey	1/23/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFQ 25-01, Selection #1 to McClelland Consulting Engineers, Inc Olsson, Inc. and GTS, Inc. as primary providers based on rates provided and availability for on-call materials services as needed through April 30, 2026.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

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

CTTP Lab No. 914810

www.mce.us.com

CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
2025

GENERAL:

CMT Technician	$ 65.00 per hour
Senior CMT Technician	75.00 per hour
CMT Supervisor	155.00 per hour
Geotechnical/CMT Specialist	130.00 per hour
Engineering Technician/EIT	130.00 per hour
Laboratory Supervisor	85.00 per hour
Geotechnical Engineer	140.00 per hour
Construction Observation	100.00 per hour
Project Engineer	135.00 per hour
Geotechnical Project Manager	115.00 per hour
Principal Geotechnical Engineer	175.00 per hour
Administrative Assistant	77.00 per hour
Mileage	0.75 per mile

SOILS:

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

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

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

Additional Soil Testing Procedures Available On Request

CONCRETE/AGGREGATE:

Concrete Mix Design	Price on Request
Review Concrete Mix Design Submittal	155.00 per hour
CMT Technician Concrete Field Testing*	65.00 per hour
Senior CMT Technician Concrete Field Testing*	75.00 per hour

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

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

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

*ACI Grade I Concrete Field Testing Technician

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

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

CTTP Lab No. 914810

www.mce.us.com

CONSTRUCTION MATERIALS LABORATORY
FEE SCHEDULE
2025

CONCRETE/AGGREGATE (Continued):

Flexural Strength of Concrete Beams ASTM C 78 or C 293	50.00 each
Spare Beam Specimens Processed, Stored & Cured but not Tested	40.00 each
Compressive Strength of Grout Cubes/Prisms	40.00 each
Compressive Strength of Cement Mortar Cubes	25.00 each
Concrete Coring (4" diameter):	
Core Machine & CMT Technician	115.00 per hour
Compressive Strength of Concrete Cores (4" diameter)	40.00 each
Other Core Sizes (sampling and testing)	Price on Request
Concrete Fine Aggregate Gradation (AASHTO T11 and T27)	125.00 each
Concrete Coarse Aggregate Gradation (AASHTO T11 and T27)	125.00 each
Aggregate Specific Gravity Testing ASTM C 127,C 128 / AASHTO T84, T85	150.00 each
Class 7 Aggregate Gradation (AASHTO T11 and T27)	250.00 each
ARDOT Class 7 Sounding	25.00 each

Additional Concrete/Aggregate Testing Procedures Available On Request

ASPHALT:

Asphalt Mix Design (Marshall Design Method)	Price on Request
Review Asphalt Mix Design	155.00 per hour
CMT Technician Asphalt Field Testing*	65.00 per hour
Senior CMT Technician Asphalt Field Testing*	75.00 per hour

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

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

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

SPECIAL INSPECTIONS:

Spray-Applied Fire Resistant Material/Intumescent Coating Testing	130.00 per hour
Structural Steel/Welding Inspection by CWI	100.00 per hour
Non-destructive Testing on Welds (UT, MT, or Radiographic)	110.00 per hour
Post-Tension Inspection	140.00 per hour
Firestop/Fire Penetration Inspection	135.00 per hour

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

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

Fayetteville, Arkansas Office *Effective*

January 2025

GTS, Inc.
Geotechnical & Testing Services

Laboratory Materials Testing Services (please call for unlisted items)

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

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Fayetteville, Arkansas Office *Effective January 2025*

GTS, Inc.
Geotechnical & Testing Services

Laboratory Materials Testing Services (please call for unlisted items)

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

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

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

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Field Materials Testing Services (please call for unlisted items)

Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
Earthwork and Soils	Soil Density Testing	Materials Testing Technician performing in-place soil densities	AASHTO T310, ASTM D6938	$65.00	$15 Gauge Fee Per Trip
	Soil/Aggregate Sample Pick up	On site sampling of soils and aggregates for laboratory testing	AASHTO T2, ASTM D 75	$65.00	NA
	Proofroll and Undercut Observation	Engineering observation of on site soils prior to placement of fill material or after undercut has been completed	NA	$125.00	NA
Concrete	Field Concrete Testing	Atterberg Limits 3 Point Wet Preparation	AASHTO T23, T119, T141, T152, T309, ASTM C31, C143, C172, C231, C1064	$65.00	NA
	Concrete Cylinder Pick up (per set charge)	Retrieving concrete test specimens made by GTS or by the client	NA	$35.00	NA
	Concrete Rebound Hammer (Schmidt Hammer)	Assess the in-place uniformity of concrete and to estimate in-place strength	ASTM C805	$125.00	$15.00

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

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Field Materials Testing Services (please call for unlisted items)

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

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

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

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

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Equipment Fee (if applicable)
	FLIR Infrared Camera Imaging	Infrared imaging of building components using a Flir E60 camera	NA	$150.00	$400.00
Administrative and Mileage	Mileage	Portal to portal rates to and from the GTS, Inc. office to the jobsite. Based on current IRS Rate plus 5% (minimum $40.00 fee per trip).	NA	Based on published current IRS government mileage rates plus 5% (minimum $40 fee)	
	Report Preparation and Review (Per Report)	Administative costs for distribution. (Technician reports and Associated Lab field reports only)	NA	$20.00	NA
	Project Management Fee	10% Will be added to all invoice subtotals for Project Management, Dispatch, and Administation	NA	10%	NA
	Overtime, Weekend, and Holiday Rates	Work requested to be performed on Saturdays or prior to 6:00am and after 6:00pm Monday through Friday will be billed 1.5 times the normal hourly rates listed above. Sunday testing will be Double and Holiday will be Triple the normal hourly rates. Any test scheduled between 6:00pm to 5:00am but not performed by no fault of GTS will be charged a premium charge of $200.00 for the cancellation (in addition to Mileage and Travel Time if onsite).			
	Minimum Time Charge	There is a Minimum charge of 1 hour on site time and .5 hour travel time			

2025 Field Operations Services Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$75.00
Senior Technician	Hour	$85.00
Steel Technician	Hour	$105.00
Field Manager	Hour	$100.00
Project Manager / Project Engineer	Hour	$160.00
Senior Project Manager / Senior Engineer	Hour	$220.00
Administrative Coordinator	Hour	$75.00
Mileage	Mile	$0.85

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$500.00
Atterberg Limit (Plasticity Index)	Each	$125.00
Bulk Density (Unit Weight) and Voids	Each	$110.00
Deleterious - Clay Lumps and Friable Particles	Each	$190.00
Deleterious - Flat & Elongated Particles	Each	$375.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$140.00
Material Finer than No. 200 Sieve	Each	$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$260.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$220.00
Percent Fractured Particles in Coarse Aggregate	Each	$280.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$220.00
Sand Equivalent of Fine Aggregate	Each	$245.00
Soundness Aggregates (Sodium or Magnesium)	Each	$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$200.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

Asphalt Testing

Asphalt Binder Content by Ignition	Each	$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$70.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$350.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$230.00
Compressive Strength - Concrete Cores	Each	$95.00
Compressive Strength - Cube (Grout & Mortar)	Each	$45.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$70.00
Potential Alkali Silica Reactivity (ASR)	Each	$830.00

Equipment

Core Machine/Sampling	Day	$300.00
Dynamic Cone Penetrometer (DCP)	Day	$200.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$125.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1,600.00
Dispersion - Crumb	Each	$95.00
Dispersion - Pinhole	Each	$190.00
Material Finer than No. 200 Sieve	Each	$85.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$50.00

One-Dimensional Consolidation Test	Each	$440.00
Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$125.00
Particle Size (Gradation) - Hydrometer	Each	$250.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$220.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1,730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1,575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$125.00
Unconfined Compressive Strength - Soils	Each	$85.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2026. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at actual cost + 15% unless otherwise specified.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-135

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of a resolution to award RFQ 25-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2026.**

RECOMMENDATION:
Approval of a resolution to award RFQ 25-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2026.

BACKGROUND:
The Engineering Division has a two-person survey crew as part of the design team. The survey crew provides surveying services to multiple City Divisions in addition to the surveys needed for the in-house projects designed by the City engineers. As a result, the current workload for the survey crew is quite large. With the potential for many projects to begin in 2025, additional surveying services may be required.

DISCUSSION:
An engineering selection committee selected McClelland Consulting Engineers, Inc., Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. to be used for on-call surveying services for various city projects until April 30, 2026.

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

ATTACHMENTS: SRF (#3) , Billing Rate Schedule (#4), 2025 Billing Rates (#5), Standard Hourly Rates as of 10-16-24 (#6)

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

File #: 2025-135

Approval of a resolution to award RFQ 25-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2026.

A RESOLUTION TO AWARD RFQ #25-01 SELECTION #2 AND AUTHORIZE THE PURCHASE OF ON-CALL SURVEYING SERVICES FROM MCCLELLAND CONSULTING ENGINEERS, INC., HAWKINS-WEIR ENGINEERS, INC., AND OLSSON ASSOCIATES, INC. AS NEEDED THROUGH APRIL 30, 2026

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #25-01 Selection #2 and authorizes the purchase of on-call surveying services from McClelland Consulting Engineers, Inc., Hawkings-Weir Engineers, Inc., and Olsson Associates, Inc., as primary suppliers for the rates attached to this Resolution and based on availability as needed through April 30, 2026.

City of Fayetteville Staff Review Form

2025-135

Item ID

2/18/2025

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

Matt Casey	1/23/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a resolution to award RFQ 25-01, Selection #2 to McClelland Consulting Engineers, Inc, Hawkins-Weir Engineers, Inc. and Olsson Associates, Inc. as primary providers based on rates provided and availability for on-call surveying services as needed through April 30, 2026.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

olsson

2025 Springfield/Joplin/Fayetteville
Survey Billing Rate Schedule

Classification	Hourly Rate
Group Leader	$210.00
Technical Leader	$185.00
Senior Surveyor	$160.00
Surveyor	$125.00
Associate Surveyor	$95.00
Senior Technician	$110.00
Associate Technician	$85.00
Assistant Technician	$72.00
1 Man Field Crew	$130.00
2 Man Field Crew	$185.00

Equipment	Daily Rate
Boat	$100.00
ATV	$100.00
HD Scanner	$500.00
Photogrammetry Drone	$250.00 - $500.00
Lidar Drone	$2,500.00
Mobile Drone	$15,000.00

Travel

Mileage (Portal to Portal)	Mile	$0.75
Hotel	Daily	$140.00
Meals	Daily	$60.00

Additional Notes

1. These Unit Fees are in effect until January 1, 2026.
2. Services and fees not listed above will be quoted upon request.
3. Services on weekends, holidays, and in excess of 8-hours/day will be charged 1.5 times the unit fee.
4. Mileage is subject to change based on Federal and IRS rate changes.
5. Subcontracted services will be invoiced at our cost plus 20%

Hawkins-Weir Engineers, Inc.
Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer II	$135
Designer I	$100
Civil Eng Assistant II	$90
Civil Eng. Assistant I	$80
CAD/BIM Modeler II	$135
CAD/BIM Modeler I	$100
CAD/GIS Technician III	$120
CAD/GIS Technician II	$95
CAD/GIS Technician I	$75
Construction Manager II	$140
Construction Manager I	$125
Construction Observer IV	$135
Construction Observer III	$115
Construction Observer II	$95
Construction Observer I	$85
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Document Processor	$75

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

Notes:

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

10/16/2024

McCLELLAND CONSULTING ENGINEERS, INC.

*STANDARD HOURLY RATES

Chief Draftsman	$120 - $130
Clerical	$55 - $85
Construction Observer	$85 - $165
Draftsman	$70 - $125
Environmental Scientist/Designer	$125 - $150
Geotech Engineer	$130 - $210
GIS Technician	$80 - $140
HR/Payroll Admin	$75-$100
Landscape Architect	$90 - $170
Media Specialist	$80 - $105
Principal	$215 - $280
Project Accountant	$70 - $155
Project Designer - Intern	$50 - $60
Project Designer	$80 - $155
Project Engineer	$125- $180
Project Manager	$140 - $210
Registered Land Surveyor	$115 - $165
Soils Lab Technician	$50 - $140
Specification Writer	$50 - $90
Sr. Project Manager	$185 - $270
Structural Engineer	$200 - $270
Survey (2 man or Robotic) Crew	$145 - $165
Survey (3 man) Crew	$165 - $195
Survey Field (1 Man or Rodman)	$75 - $130
Survey GPS	$75 - $130
Survey Technician	$65 - $95
Expenses	@ Cost
Mileage	.655/mi

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-169

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

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

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **Approval of a cost share agreement with Fayetteville Public Schools for the extension of E Joyce Blvd.**

RECOMMENDATION:
Staff and the City Council Transportation Committee recommend that the City Council authorize the Mayor to enter into a cost share agreement with Fayetteville Public Schools for a portion of the cost of the relocation of E. Joyce Blvd and approval of a Budget Adjustment.

BACKGROUND:
Fayetteville Public Schools (FPS) has recently purchased property located on the northeast side of the intersection of E Joyce Blvd and N Crossover Road. FPS is proposing the construction of a Junior High School on the property. The City's Master Street Plan includes a new location for Joyce Blvd across this property, and FPS is proposing to construct this street connection in advance of the construction of the school.

DISCUSSION:
FPS has provided an estimate of $3.12 million in total for the project and has requested that the city share in the amount of 1/3 of the project cost, or $1,039,092. As noted in the request letter, this roadway project will improve traffic flow along Joyce and will increase the capacity of the intersection at the intersection with Crossover Road. The new route will serve the general public traffic flow and will allow existing Joyce to serve primarily as an access point for the school, which will help prevent any congestion issues caused by school traffic.

After review of this request, and consideration of the request versus available funding, staff recommends a contribution in the amount of $400,000. At its January 28,2025 meeting, the Transportation Committee voted to forward this cost share agreement to the city council with a recommendation for approval of $400,000.

BUDGET/STAFF IMPACT:
Funding for this request will come from the general fund reserve balance.

ATTACHMENTS: SRF (#3) , BA (#4), MSP Map (#5), C1.00 - Overall LSD 11x17 (#6), E Joyce Cost Share Request (#7), Fayetteville Public Schools Cost Share (#8)

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

File #: 2025-169

Approval of a cost share agreement with Fayetteville Public Schools for the extension of E Joyce Blvd.

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH FAYETTEVILLE PUBLIC SCHOOLS IN THE AMOUNT OF $400,000.00 FOR THE EXTENSION OF EAST JOYCE BOULEVARD, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Fayetteville Public Schools has recently purchased property located on the northeast side of the intersection of East Joyce Boulevard and North Crossover Road and is proposing the construction of a Junior High School on the property; and

WHEREAS, the City's Master Street Plan includes a new location for Joyce Boulevard across this property, and Fayetteville Public Schools is proposing to construct this street connection in advance of the construction of the school; and

WHEREAS, this roadway project will improve traffic flow along Joyce and will increase the capacity of the intersection at the intersection with Crossover Road and will serve the general public traffic flow and will allow existing Joyce to serve primarily as an access point for the school, which will help prevent any congestion issues caused by school traffic; and

WHEREAS, on January 25, 2025, the Transportation Committee voted to forward this cost share with a recommendation of approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a cost share agreement with Fayetteville Public Schools in the amount of $400,000.00 for the extension of East Joyce Boulevard.

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

City of Fayetteville Staff Review Form

2025-169

Item ID

2/18/2025

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

Matt Casey	1/29/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that the City Council authorize the Mayor to enter into a cost share agreement with Fayetteville Public Schools for a portion of the cost of the relocation of E. Joyce Blvd and approval of a Budget Adjustment

Budget Impact:

1010.090.6600-5809.00	General
Account Number	Fund
25003.1	Joyce Blvd Cost Share
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	400,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	400,000.00
Does item have a direct cost?	Yes	Item Cost	$	400,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	ENGINEERING (621)	Adjustment Number
2025	Requestor:	Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Cost share agreement with Fayetteville Public Schools for a portion of the cost of the relocation of E. Joyce Blvd.

COUNCIL DATE: 2/18/2025

ITEM ID#: **2025-169**

Holly Black
1/30/2025 7:43 AM

Budget Division Date

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

JOURNAL #:

GLDATE: **2/18/2025**

CHKD/POSTED: **/**

RESOLUTION/ORDINANCE

v.202513

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	400,000	400,000				
1010.090.6600-5809.00	400,000	-	25003	1	EX	Improvements - Street
1010.001.0001-4999.99		400,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
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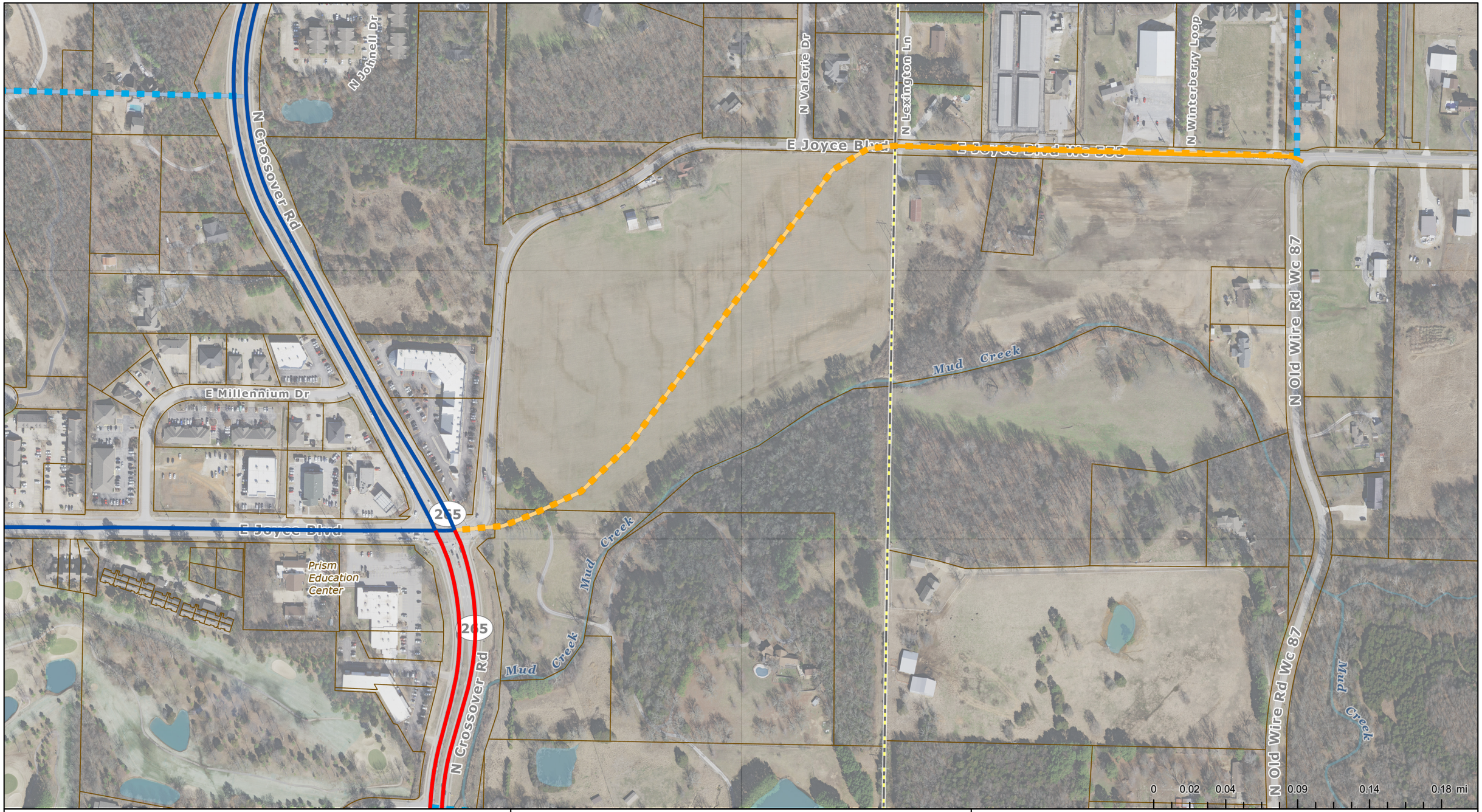


Neighborhood Link

Residential Link

Regional Link - High Activity

Regional Link

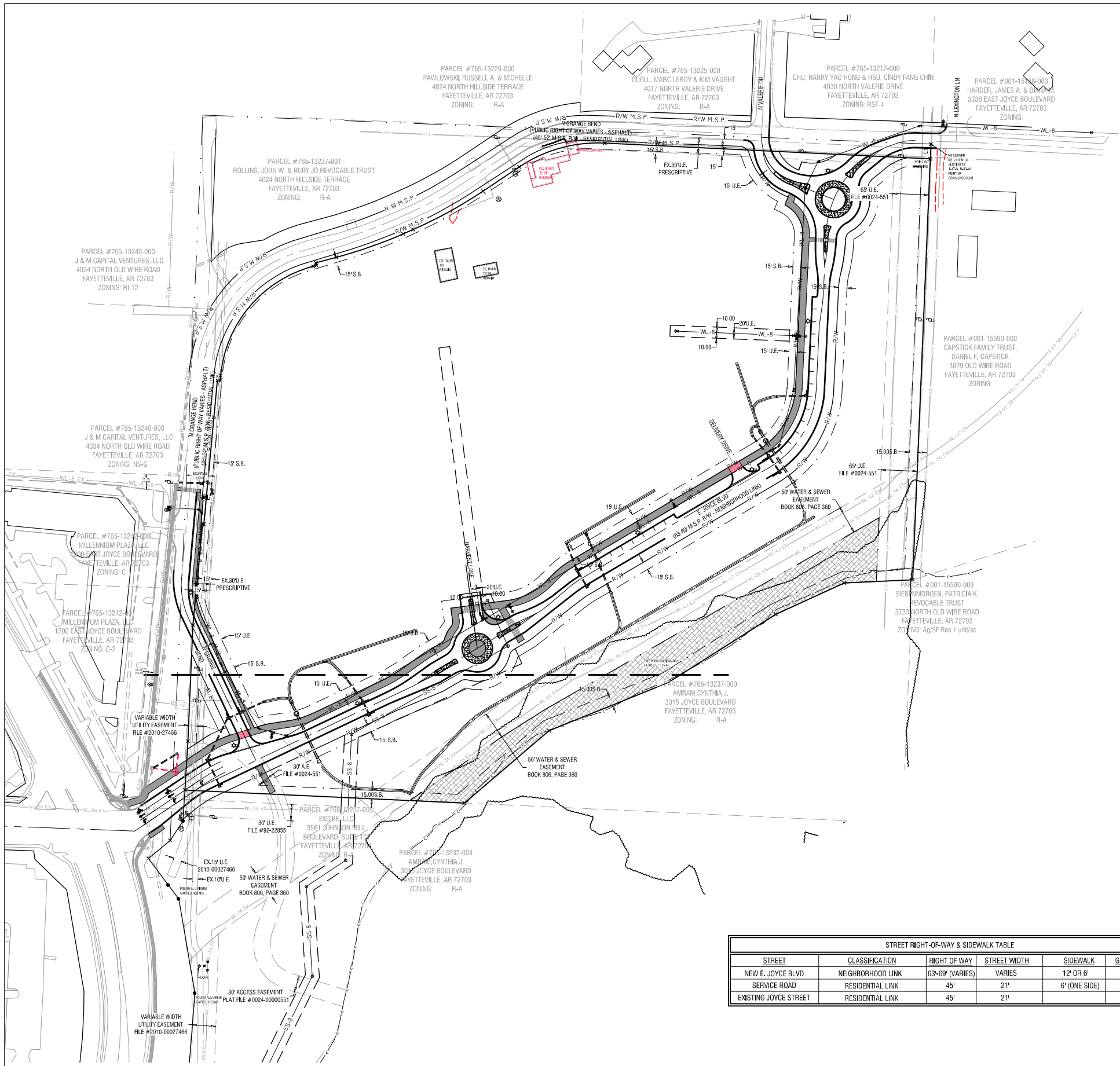
Neighborhood Link

Master Street Plan

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warrantees with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 1/28/2025
Credits: City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



STREET RIGHT-OF-WAY & SIDEWALK TABLE					
STREET	CLASSIFICATION	RIGHT OF WAY	STREET WIDTH	SIDEWALK	GREENSPACE
NEW E. JOYCE BLVD	NEIGHBORHOOD LINK	63'-69' (VARIES)	VARIES	12' OR 6'	10'
SERVICE ROAD	RESIDENTIAL LINK	45'	21'	6' (ONE SIDE)	6'
EXISTING JOYCE STREET	RESIDENTIAL LINK	45'	21'		6'

GRAPHIC SCALE

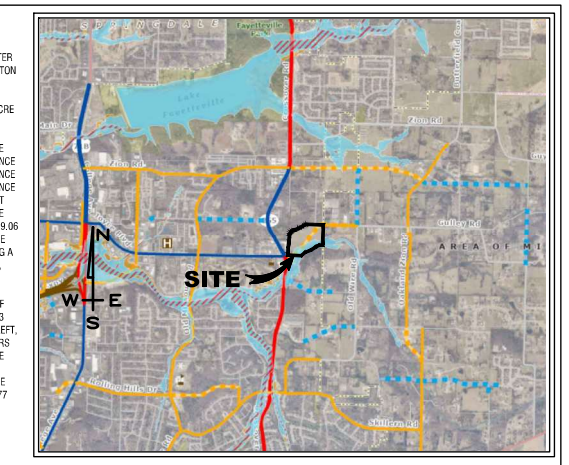
100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

N
W E
S

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING S02°23'18"W 26.57 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF EAST JOYCE BOULEVARD, AND RUNNING THENCE S02°23'18"W 758.21 FEET; THENCE S87°28'00"W 123.21 FEET; THENCE S65°18'25"W 135.37 FEET; THENCE S57°37'47"W 229.58 FEET; THENCE S68°01'34"W 230.71 FEET; THENCE S49°28'37"W 200.26 FEET; THENCE N87°21'01"W 503.46 FEET TO THE EASTERN RIGHT OF WAY OF EAST JOYCE BOULEVARD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 17 COURSES: N03°30'59"E 88.15 FEET; N02°29'20"E 209.06 FEET; N05°26'41"E 182.45 FEET; S84°33'19"E 2.24 FEET; N05°22'08"E 260.00 FEET; S84°37'52"E 5.00 FEET; N05°22'08"E 9.21 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, AND WHOSE LONG CHORD BEARS N40°15'55"E 257.44 FEET; N75°09'42"E 6.26 FEET; N14°50'18"W 5.00 FEET; N75°09'42"E 37.91 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, AND WHOSE LONG CHORD BEARS N70°41'42"E 127.73 FEET; N66°13'41"E 19.54 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 820.00 FEET, AND WHOSE LONG CHORD BEARS N61°13'13"E 143.16 FEET; N56°12'41"E 78.49 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, AND WHOSE LONG CHORD BEARS N74°29'09"E 159.91 FEET; S87°14'27"E 585.98 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 27.77 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.



VICINITY MAP
FAYETTEVILLE, AR

VICINITY MAP LEGEND

NOTES:

1. PARCELS #765-13237-006

2. CURRENT ZONING: P-1, INSTITUTIONAL

3. ROTATION BASED ON ARKANSAS STATE PLANE, NORTH ZONE, NAD83

4. PLAT PAGES: 177

5. PER GRAPHIC PLOTTING ONLY. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AND ZONE "A" AS SHOWN ON FEMA FIRM PANEL #05143C0230G BEARING AN EFFECTIVE DATE OF 1/25/2024 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.

ZONING & SETBACKS:
ZONED: P-1, INSTITUTIONAL

SETBACKS:
FRONT: 15' / IF PARKING ALLOWED BETWEEN R/W & BUILDING: 50'
SIDE: 0' / WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT: 15'
REAR: 20'

OWNER/DEVELOPER:
FAYETTEVILLE SCHOOL DISTRICT #1
1000 W BULLDOG BLVD
FAYETTEVILLE, AR 72701

SITE CALCULATIONS:

EXISTING:

TOTAL SITE AREA:	1,209,835 SQ. FEET	100%
BUILDINGS:	5,227 SQ. FEET	0.4%
SIDEWALKS:	0 SQ. FEET	0%
STREET:	0 SQ. FEET	0%
PARKING LOT / DRIVEWAYS:	3,223 SQ. FEET	0.3%
GRAVEL:	303 SQ. FEET	0%
TOTAL IMPERVIOUS:	8,450 SQ. FEET	0.7%
TOTAL PERVIOUS:	1,201,385 SQ. FEET	99.3%

PROPOSED:

TOTAL SITE AREA:	1,209,835 SQ. FEET	100%
BUILDINGS:	5,227 SQ. FEET	0.4%
SIDEWALKS:	26,269 SQ. FEET	2.2%
STREET:	74,788 SQ. FEET	6.2%
PARKING LOT / DRIVEWAYS:	1,331 SQ. FEET	0.1%
GRAVEL:	303 SQ. FEET	0%
TOTAL IMPERVIOUS:	107,615 SQ. FEET	8.9%
TOTAL PERVIOUS:	1,102,220 SQ. FEET	91.1%

STREET TABLE:

RIGHT OF WAY, CURB & GUTTER:
E JOYCE BLVD:
CURRENT RIGHT OF WAY: 55' (TO CENTERLINE)
MASTER STREET PLAN RIGHT OF WAY: 92' - REGIONAL LINK STREET
6" CURB & 1' GUTTER EXISTING

SIDEWALKS & GREEN SPACE:
E JOYCE BLVD:
TRAILS: 8' EXISTING, 10' PROPOSED
GREEN SPACE: 6.5' EXISTING, 23.5' PROPOSED

STANDARD CITY NOTES:

1. ALL NEW UTILITIES SHALL BE PLACED UNDERGROUND, AND ALL EXISTING UTILITIES UNDER 12 KV SHALL BE RELOCATED UNDERGROUND.

2. ALL MECHANICAL AND UTILITY EQUIPMENT LOCATED ON THE WALL AND/OR ON THE GROUND SHALL BE SCREENED. ALL ROOF-MOUNTED UTILITIES AND MECHANICAL EQUIPMENT SHALL BE SCREENED BY INCORPORATING SCREENING INTO THE STRUCTURE UTILIZING MATERIALS COMPATIBLE WITH THE SUPPORTING BUILDINGS. SMALLER GROUND-MOUNTED EQUIPMENT MAY BE SCREENED WITH TALL GRASSES OR SHRUBS.

3. TRASH ENCLOSURE SHALL BE SCREENED ON THREE SIDES WITH MATERIALS COMPLIMENTARY AND COMPATIBLE WITH THE PRINCIPAL STRUCTURE, WITH ACCESS NOT VISIBLE FROM THE STREET.

4. ALL DESIGNS ARE SUBJECT TO THE CITY'S LATEST DESIGN CRITERIA (WATER, SEWER, STREETS, AND DRAINAGE). REVIEW FOR PLAT APPROVAL IS NOT APPROVAL OF PUBLIC IMPROVEMENTS, AND ALL PROPOSED IMPROVEMENTS ARE SUBJECT TO FURTHER REVIEW AT THE TIME CONSTRUCTION PLANS ARE SUBMITTED.

5. ALL METER LOCATIONS AND BACKFLOW PREVENTION FOR THE FIRE SPRINKLER SYSTEMS MUST BE APPROVED BY THE CITY OF FAYETTEVILLE METER OPERATIONS DIVISION (575-8384).

6. METER LOOPS LARGER THAN 1-INCH THROUGH 2-INCH SHALL BE TESTED BY THE CITY OF FAYETTEVILLE METER OPERATIONS DIVISION PRIOR TO CONTRACTOR INSTALLATION. CONTACT DON OSBURN (575-8384).

7. THE ENGINEER OF RECORD SHALL PROVIDE "FULL TIME" INSPECTION FOR UTILITIES AND "PART TIME" INSPECTION FOR THE STORM DRAINAGE AND ROADWAY CONSTRUCTION FOR THIS PROJECT. WEEKLY REPORTS SHOULD BE SUBMITTED TO THE CITY OF FAYETTEVILLE'S PUBLIC WORKS INSPECTOR (INCLUDING FIRE LINE INSTALLATION).

8. ANY DAMAGE TO THE EXISTING PUBLIC STREET DUE TO CONSTRUCTION SHALL BE REPAIRED/REPLACED AT THE OWNER/DEVELOPERS EXPENSE.

9. ANY WATER MAIN UPGRADES THAT PARALLEL A SMALLER OR OLDER WATERLINE ARE REQUIRED TO RELOCATE ALL EXISTING SERVICE CONNECTIONS TO THE NEW WATER MAIN AND ABANDON THE OLD WATER MAIN.

10. 2017 STANDARD WATER & SEWER SPECIFICATIONS & DETAILS APPLY. (DOCUMENT AVAILABLE AT HTTP://WWW.FAYETTEVILLE-AR.GOV/445/ENGINEERING-SPECS-DETAILS & HTTP://WWW.FAYETTEVILLE-AR.GOV/DOCUMENTCENTER/VIEW/14625)

11. PRIOR TO OBTAINING A TEMPORARY WATER METER FOR TESTING OR SERVICE OFF OF A CONTRACTOR INSTALLED NEW MAIN, THE FOLLOWING ITEMS MUST BE PERFORMED OR PROVIDED TO THE SATISFACTION OF THE ENGINEERING DEPARTMENT:

A. THERE ARE NO OUTSTANDING ISSUES WITH SITE REQUIREMENTS OR OUTSTANDING EROSION CONTROL VIOLATIONS.

B. THE WATER MAIN MUST BE INSTALLED AND A FINAL INSPECTION PERFORMED BY THE PUBLIC WORKS INSPECTOR, WATER DEPARTMENT, AND DESIGN ENGINEER AND THE ITEMS ON THE FINAL PUNCH LIST COMPLETED.

C. THE STRUCTURE MUST BE CONNECTED TO PUBLIC SANITARY SEWER.

D. ONE (1) SET OF AS-BUILT DRAWINGS OF THE INSTALLED UTILITIES AS A HARD COPY AND IN PDF FORMAT.

E. CERTIFICATION THAT THE WATER MAIN, FIRE LINE, AND SEWER LINES, ETC., WERE INSTALLED PER APPROVED PLANS AND CITY OF FAYETTEVILLE REQUIREMENTS.

F. THE PROJECT IS READY FOR TEMPORARY CERTIFICATE OF OCCUPANCY (TCO). IF NOT, THE METER WILL BE INSTALLED TO ALLOW FOR TESTING ONLY AND TURNED OFF UNTIL THE TCO IS ISSUED.

SERVICE TAPS ON EXISTING MAINS SHALL BE MADE BY THE CITY, AND FEES PAID BY OWNER.

FIRE LANE STRIPING:
1. ALL AREAS NOT DESIGNATED AS PARKING SPACES SHALL BE IDENTIFIED AS "NO PARKING FIRE LANE."

2. FIRE LANE MARKINGS SHALL BE UPON THE VERTICAL SURFACE OF THE CURB, UNLESS OTHERWISE APPROVED BY THE FIRE CODE OFFICIAL.

3. FIRE LANE MARKINGS SHALL CONSIST OF A SIX INCH (6") WIDE RED BACKGROUND STRIPE WITH FOUR INCH (4") HIGH WHITE LETTERS AND 1" STROKE. WHITE LETTERS TO BE PAINTED UPON THE RED STRIPE EVERY TWENTY-FIVE FEET (25') ALONG THE ENTIRE LENGTH OF THE FIRE LANE.

JORGENSEN +ASSOCIATES
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Civil Engineering + Surveying Established 1985

LEGEND

- FOUND MONUMENT AS NOTED
- SET IRON PIN WITH CAP
- CALCULATED POINT
- WATER METER
- FIRE HYDRANT
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE PEDESTAL
- POWER POLE
- GAS VALVE
- LIGHT POLE

PROPERTY LINE

ADJOINING PROPERTY LINE

CENTERLINE OF ROAD

RIGHT OF WAY

BUILDING SETBACK

EX. EASEMENT LINE

FENCE LINE

EXISTING WATER LINE (SIZE AS SHOWN)

EXISTING SEWER LINE (SIZE AS SHOWN)

EXISTING GAS LINE

EXISTING ELECTRIC LINE

EXISTING OVERHEAD ELECTRIC

PROJECT DETAILS

PROJECT TITLE: E. JOYCE BLVD EXTENSION

PROJECT LOCATION: 3145 E JOYCE BLVD FAYETTEVILLE, AR

DATE: 12.19.24
DRAWN BY: PMM/BEJ/CAZ
PROJECT #2024-006
FILE PATH: Z:\LSD\2024006
SHEET SIZE: 22" x 34"
SCALE: 1" = 100'

CERTIFICATE OF AUTHORIZATION
JORGENSEN & ASSOCIATES
No. 722
ARKANSAS – ENGINEER

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No.13843
BLAKE E. JORGENSEN

SHEET TITLE
LARGE SCALE DEVELOPMENT OVERALL

SHEET NUMBER
C1.00

JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

City of Fayetteville
Development Services
LSD-2024-0031
J+A: 2024006

Please accept this request for a cost share for the E. Joyce Blvd Extension. While this roadway will serve the new Woodland Junior High School, it will also serve as a crucial upgrade of the Master Street Plan for E. Joyce Blvd. This extension will alleviate heavy congestion at the existing 265/Joyce intersection and serve as the gateway from the County into the City of Fayetteville. Much thought and consideration has gone into the design of this new roadway, which will have two roundabouts, a 12' trail on the west side of the roadway, portions will have on-street parking, and a new water and sewer main will be extended along this new corridor. This new roadway will safely move cars and pedestrians east and west and we kindly request that the City help participate in a cost share for this project. Below is a cost estimate that we have developed and we are hopeful that the city can pay 1/3 of the overall cost:

Street & Drainage					
Item #	Description	Quantity	Unit	Unit Price	Amount
101	Clearing, grubbing, and mobilization	1	L.S.	$50,000.00	$50,000.00
102	Scrape 6" Topsoil (Stockpile)	1,652	C.Y.	$9.00	$14,868.00
103	Undercut for Streets (keep onsite for fill)	4,959	C.Y.	$9.00	$44,631.00
104	Unclassified Cut for whole site (Excludes Detention Ponds)	6,714	C.Y.	$8.00	$53,712.00
105	Unclassified Fill for whole site	16,123	C.Y.	$8.00	$128,984.00
106	Import Select Hillside for Streets	13,480	C.Y.	$22.00	$296,560.00
107	Install Standard 6" Curb & Gutter	5,394	L.F.	$26.00	$140,244.00
108	Installed 2" Modified Curb & Gutter	1,118	L.F.	$28.00	$31,304.00
109	Patterned Concrete	5,323	SF	$25.00	$133,075.00
110	Rumblecrete	412	SF	$25.00	$10,300.00
111	Stained Concrete	660	SF	$25.00	$16,500.00
112	Sidewalk	26,337	SF	$12.00	$316,044.00
113	2/3/6 Asphalt	7,675	S.Y.	$55.00	$422,125.00
114	Fine Grade Base	7,675	S.Y.	$1.00	$7,675.00
115	Back Fill Curb	1	L.S.	$25,000.00	$25,000.00
116	Curb Inlet Extension	26	EA	$1,650.00	$42,900.00
117	5'x5' Curb Inlet	13	EA	$8,000.00	$104,000.00
118	5'x5' Junction Box	2	EA	$8,000.00	$16,000.00
119	18" RCP	650	L.F.	$95.00	$61,750.00
120	24" RCP	250	L.F.	$125.00	$31,250.00
121	48" RCP	60	L.F.	$135.00	$8,100.00
122	Detention Pond 1	1	L.S.	$65,000.00	$65,000.00
123	Detention Pond 2	1	L.S.	$35,000.00	$35,000.00

124	Detention Pond 3	1	L.S.	$75,000.00	$75,000.00
125	18" RCP FES	1	EA	$1,228.00	$1,228.00
126	48" RCP FES	2	EA	$6,443.00	$12,886.00
127	Construction Exit	1	L.S.	$3,500.00	$3,500.00
128	Erosion Control	1	L.S.	$14,455.00	$14,455.00
129	Tree Preservation Fence	1	L.S.	$15,000.00	$15,000.00
130	Street Trees	171	EA	$250.00	$42,750.00
131	Hay/Seed	1	L.S.	$25,000.00	$25,000.00
132	Install Street Signage	1	L.S.	$14,500.00	$14,500.00
133	265 + Joyce Traffic Signal Improvements	1	L.S.	$150,000.00	$150,000.00
134	Bond on Street/Drainage	1	L.S.	$27,500.00	$27,500.00
				Total	$2,436,841.00
Water & Sewer				Unit Price	Amount
Item #	Description	Quantity	Unit		
201	8" Sanitary Sewerline (SDR-26 PVC) w/ backfill	1,738	L.F.	$80.00	$139,040.00
202	Manhole	11	EA	$9,200.00	$101,200.00
203	Core Drill Existing Manhole	1	EA	$3,500.00	$3,500.00
204	8" Waterline w/ backfill	2,582	L.F.	$75.00	$193,650.00
205	8"x8" Tapping Sleeve w. GV	1	EA	$6,781.00	$6,781.00
206	6"x6" Tapping Sleeve & 6" Gate Valve	1	EA	$3,750.00	$3,750.00
207	8"x6" Reducer	1	EA	$2,964.00	$2,964.00
208	8" Gate Valve	3	EA	$3,000.00	$9,000.00
209	8" - 45° Bend and Thrust Block	8	EA	$1,950.00	$15,600.00
210	Fire Hydrant Assembly	4	EA	$7,900.00	$31,600.00
211	Clean & Test WTR & SWR	1	L.S.	$23,350.00	$23,350.00
212	Bond Water & Sewer	1	L.S.	$25,000.00	$25,000.00
213	16" Steel Encasement	100	L.F.	$600.00	$60,000.00
214	Bore under creek	100	L.F.	$500.00	$50,000.00
215	Rock Excavation	150	C.Y.	$100.00	$15,000.00
				Total	$680,435.00
				Total For All:	$3,117,276.00

This cost share request for one-third amounts to roughly $1,039,092 (or 1/3 of the actual cost of construction).

Sincerely.

Blake Jorgensen, PE

CONTRACTUAL AGREEMENT FOR
COST SHARE OF STREET IMPROVEMENT COSTS

This Agreement, made and entered into on this _____ day of February 2025, by and between the City of Fayetteville, Arkansas ("City") and Fayetteville Public School District ("FPS"), witnesseth:

WHEREAS, FPS has a planned development on the East side of N Crossover Road which requires the re-alignment of E Joyce Blvd through their property; and

WHEREAS, it would benefit the City to have this portion of E. Joyce Blvd. constructed in the proposed location along with the other proposed improvements for this development.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Fayetteville Public School District agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

    A. Reimburse FPS for $400,000 of the cost of construction of E. Joyce Blvd. as approved with the school development.

    B. Payments due to FPS, shall be remitted within sixty (60) days after receipt of valid invoices.

2. Fayetteville Public School District agrees to:

    A. Provide the necessary and normal project management, inspection, and testing as necessary to complete the work in accordance with the City of Fayetteville Minimum Street Standards, and City Standard Details, both of which are available at http://www.fayetteville-ar.gov/445/Engineering-Specs-Details

    B. Provide a copy of the invoices from the Contractor upon completion and City approval of the improvements.

    C. Pay for the street improvements with a not to exceed reimbursement of $400,00.00 of the cost by the City of Fayetteville.

3. It is further understood that the contract for construction is between FPS and their Contractor and that the City has no contractual obligation with either the Contractor or any agent for FPS The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of $400,000.00 for the associated street improvements.

DRAFT

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

FAYETTEVILLE PUBLIC SCHOOL DISTRICT

By: _____
JOHN MULFORD, Superintendent

ATTEST:

By: _____

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
MOLLY A. RAWN Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk

DRAFT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-171

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

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

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **2025 Federal Aid Transportation Grant Application**

RECOMMENDATION:
Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Rupple Road Lighting, Drake Street Trail Connection, Transit Stop Enhancements, Mission Blvd. Trail (Phase 3), Razorback Greenway Asphalt Replacement, Garland Ave. (Hwy 112), and North Street Corridor (Garland Ave. to College Ave.)

BACKGROUND:
The passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance. Grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Block Grant-Attributable (STBGP-A) Program, and the Transportation Alternatives Program (TAP). In total, these programs will provide over $13 million in funding for the Northwest Arkansas Region. Additionally, the State Department of Transportation offers a statewide grant opportunity through their Transportation Alternatives Program.

DISCUSSION:
Seven projects have been identified for application for federal funding as shown below.

Grant Program	Existing/New Project	Project Description	Amount Requested
CRP	Existing	Rupple Road Lighting – Persimmon to MLK (Hwy 62)	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

BUDGET/STAFF IMPACT:
If the grants are approved, the City of Fayetteville will be responsible for 20% of the total project cost while

Federal funding will provide 80%. Matching funding has been budgeted through various accounts in anticipation of award of grant funding.

On January 28th, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval to apply. The grant programs require a resolution be included with the application.

ATTACHMENTS: SRF (#3) , Public Notice of NWARPC (#4), Drake St. Residential and Business Density 8.5 x 11 (#5), Mission Blvd Trail Map - Phases (#6), North Street Corridor (#7), Rupple Trail Lighting Location Map 1-29-25 (#8), Garland Ave - Hwy 112 (#9)

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

File #: 2025-171

2025 Federal Aid Transportation Grant Application

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR THE RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, TRANSIT STOP ENHANCEMENTS, MISSION BOULEVARD TRAIL, RAZORBACK GREENWAY ASPHALT REPLACEMENT, GARLAND AVENUE, AND NORTH STREET CORRIDOR PROJECTS

WHEREAS, the passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance; and

WHEREAS, grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Bock Grant-Attributable Program (STBGP-A), and the Transportation Alternatives Program (TAP) that will provide over $13 million in funding for the Northwest Arkansas Region; and

WHEREAS, the funding for selected projects will be at an 80/20 Federal and Local participating ratio, up to the maximum Federal-aid available; and

WHEREAS, seven projects have been identified for application for federal funding:

Grant Program	Existing/New Project	Project Description	Amount
CRP	Existing	Rupple Road Lighting – Persimmon to MLK	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

WHEREAS, on January 28, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval

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

Section 1: That the City Council of the City of Fayetteville, Arkansas authorizes Mayor Rawn to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for the above identified projects.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to participate in accordance with its designated responsibilities in these projects, including providing the local match requirement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 4: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement these projects.

City of Fayetteville Staff Review Form

2025-171

Item ID

2/18/2025

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

Matt Casey	1/30/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Rupple Road Lighting, Drake Street Trail Connection, Transit Stop Enhancements, Mission Blvd. Trail (Phase 3), Razorback Greenway Asphalt Replacement, Garland Ave. (Hwy 112), and North Street Corridor (Garland Ave. to College Ave.)

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title

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

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

PUBLIC NOTICE OF
NWARPC FFY 2026 CALL FOR PROJECTS
FOR STBGP-A, TAP, & CRP FUNDING

The Northwest Arkansas Regional Planning Commission (NWARPC), serving as the NWA Metropolitan Planning Organization (MPO), announces the availability of approximately **$11.7 million in NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding, $1.3 million in NWARPC Transportation Alternatives Program (TAP) funding and $1.4 million in NWARPC Carbon Reduction Program (CRP) funding for Federal Fiscal Year (FFY) 2026.** Availability of FFY 2026 funding is subject to Congressional action. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act(IIJA), Pub. L. 117-58 (Nov. 15, 2021) provides federal suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urban Area.

STBGP-A, TAP, and CRP are federally funded, 80% Federal / 20% Local, reimbursable programs and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. Additional information on the programs can be found at:

STBG Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm
TAP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm
CRP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

APPLICATION INFORMATION: The FFY 2026 STBGP-A, TAP, and CRP Funding Request Applications are available at the NWARPC office located at 1311 Clayton Street, Springdale, AR 72762 and online at www.nwarpc.org/funding-programs/. **APPLICATIONS MUST BE RECEIVED NO LATER THAN 11:59 P.M. (CT), THURSDAY, APRIL 3, 2025**. Any funding request submitted after this deadline will not be considered.

For information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x105.

FFY 2026 NWARPC STBGP-A, TAP, and CRP Project Application Timeline:
Call for Projects Notice – January 5, 2025
Project Funding Request Deadline – April 3, 2025 at 11:59 P.M. CT

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en espanol, marques el 866-656-1842; para llamadas en ingles, marques el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC at least 48 hours before the meeting. Si necesita informacion en otro idioma, comuniqese NWARPC cuando menos 48 horas antes de la junta.

AVISO PÚBLICO DE LA CONVOCATORIA
NWARPC FFY 2026 PARA PROYECTOS
PARA LA FINANCIACIÓN STBGP-A, TAP Y CRP

La Comisión de Planificación Regional del Noroeste de Arkansas (NWARPC), que actúa como Organización de Planificación Metropolitana (MPO) de NWA, anuncia la disponibilidad de aproximadamente **$11.7 millones en fondos del Programa de Subvenciones en Bloque para el Transporte de Superficie - Atribuible (STBGP-A), $1.3 millones en fondos del Programa de Alternativas de Transporte (TAP) y $1.4 millones en fondos del Programa de Reducción de Carbono (CRP) para el Año Fiscal Federal (FFY) 2026.** La disponibilidad de fondos para el año fiscal 2026 está sujeta a la acción del Congreso. La Ley de Infraestructura Bipartidista (BIL), promulgada como la Ley de Inversión en Infraestructura y Empleos (IIJA), Pub. L. 117-58 (15 de noviembre de 2021) proporciona fondos federales subasignados al área urbana de Fayetteville-Springdale-Rogers AR-MO.

STBGP-A, TAP, y CRP son programas reembolsables financiados por el gobierno federal, 80% federal/20% local, y los proyectos deben cumplir y seguir el proceso de ayuda federal de la Agencia Pública Local (LPA) de ARDOT para el reembolso. Los fondos deben utilizarse para proyectos elegibles que sean presentados por entidades elegibles y elegidos a través de un proceso competitivo. Puede encontrar información adicional sobre los programas en:

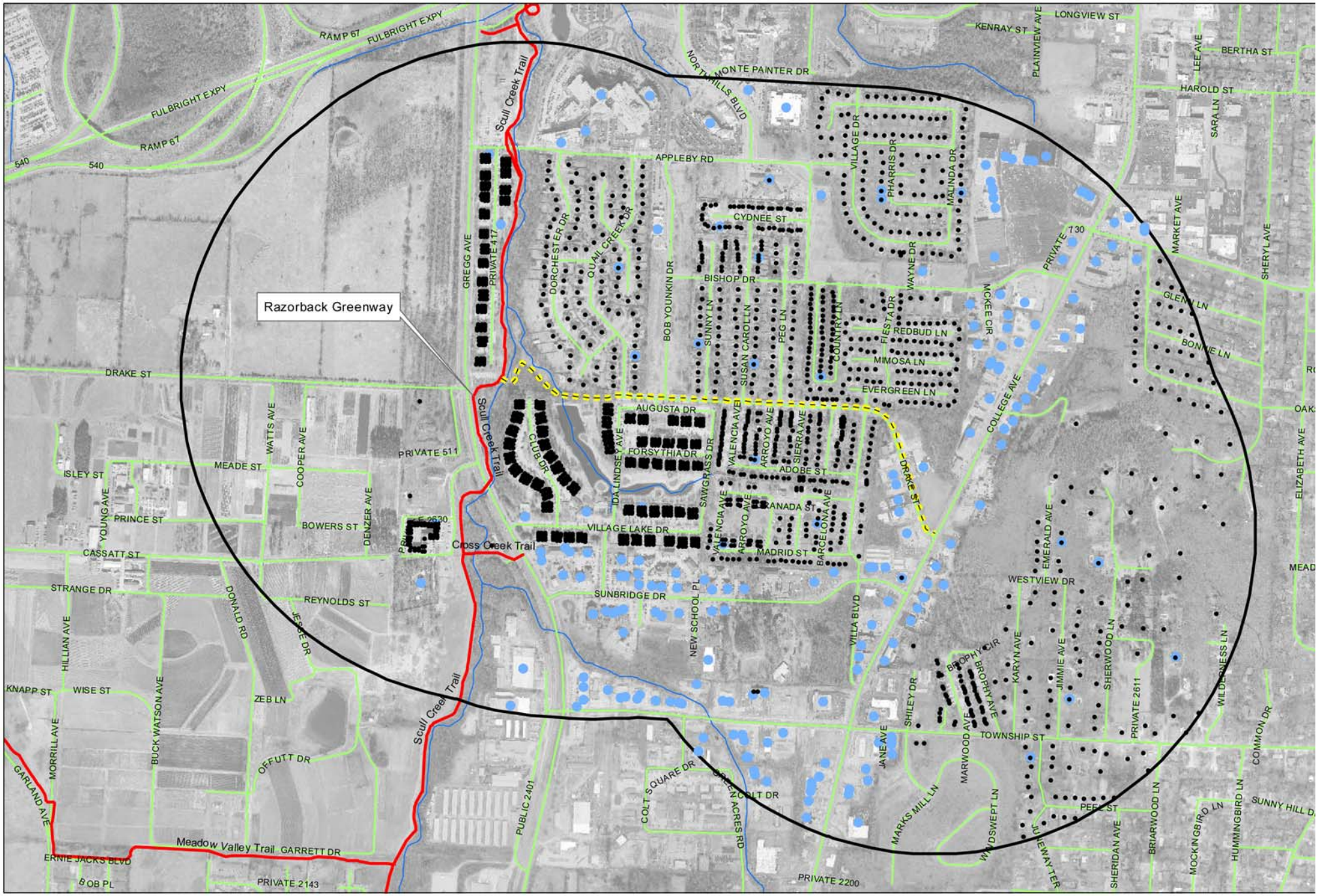
STBG: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm
TAP: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm
CRP: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

INFORMACIÓN DE LA SOLICITUD: Las solicitudes de solicitud de financiamiento FFY 2026 STBGP-A, TAP y CRP están disponibles en la oficina de NWARPC ubicada en 1311 Clayton Street, Springdale, AR 72762 y en línea en www.nwarpc.org/funding-programs/. **LAS SOLICITUDES DEBEN RECIBIRSE A MÁS TARDAR A LAS 11:59 P.M. (CT) DEL JUEVES 3 DE ABRIL DE 2025**. Las solicitudes de financiación presentadas después de esta fecha límite no se tomarán en cuenta.

Para obtener información sobre este programa o preguntas relacionadas con el proceso de solicitud, comuníquese con Nicole Gibbs, Gerente de Programas de Transporte/Planificadora Regional, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x105.

CRONOGRAMA DE SOLICITUD DE PROYECTOS FFY 2026 NWARPC STBGP-A, TAP Y CRP:
Aviso de convocatoria de proyectos – 5 de enero de 2025
Fecha límite de solicitud de financiamiento del proyecto – 3 de abril de 2025 a las 11:59 p. m. CT.

AVISO DE POLÍTICA DE NO DISCRIMINACIÓN DEL NWARPC: El NWARPC cumple con todas las disposiciones de derechos civiles de los estatutos federales y las autoridades relacionadas que prohíben la discriminación en programas y actividades que reciben asistencia financiera federal. Por lo tanto, el NWARPC no discrimina por motivos de raza, sexo, color, edad, origen nacional, religión o discapacidad, en la admisión, el acceso y el tratamiento en los programas y actividades del NWARPC, así como en las prácticas de contratación o empleo del NWARPC. Las quejas de presunta discriminación y las consultas con respecto a las políticas de no discriminación de NWARPC pueden dirigirse a Nicole Gibbs, AICP, Planificadora Regional – EEO/DBE (ADA/504/Coordinadora del Título VI), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voz/TTY 7-1-1 o 1-800-285-1131); Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711, directamente al 800-285-1131 o mande un correo electrónico a ngibbs@nwarpc.org. Este aviso está disponible con la coordinadora ADA/504/Título VI en letra grande, grabación audio y braille. Si necesita información en otro idioma, póngase en contacto con Nicole Gibbs.



- Residential Unit (1,958 units)
- Business (266 Businesses)
  2, 696 Full-Time
  1,156 Part-Time
- Drake_Street_Trail
- Trails (Multi-Use)
- Streams
- 1/2 Mile Distance from Trail

Drake Street Trail Connection and Cycletrack

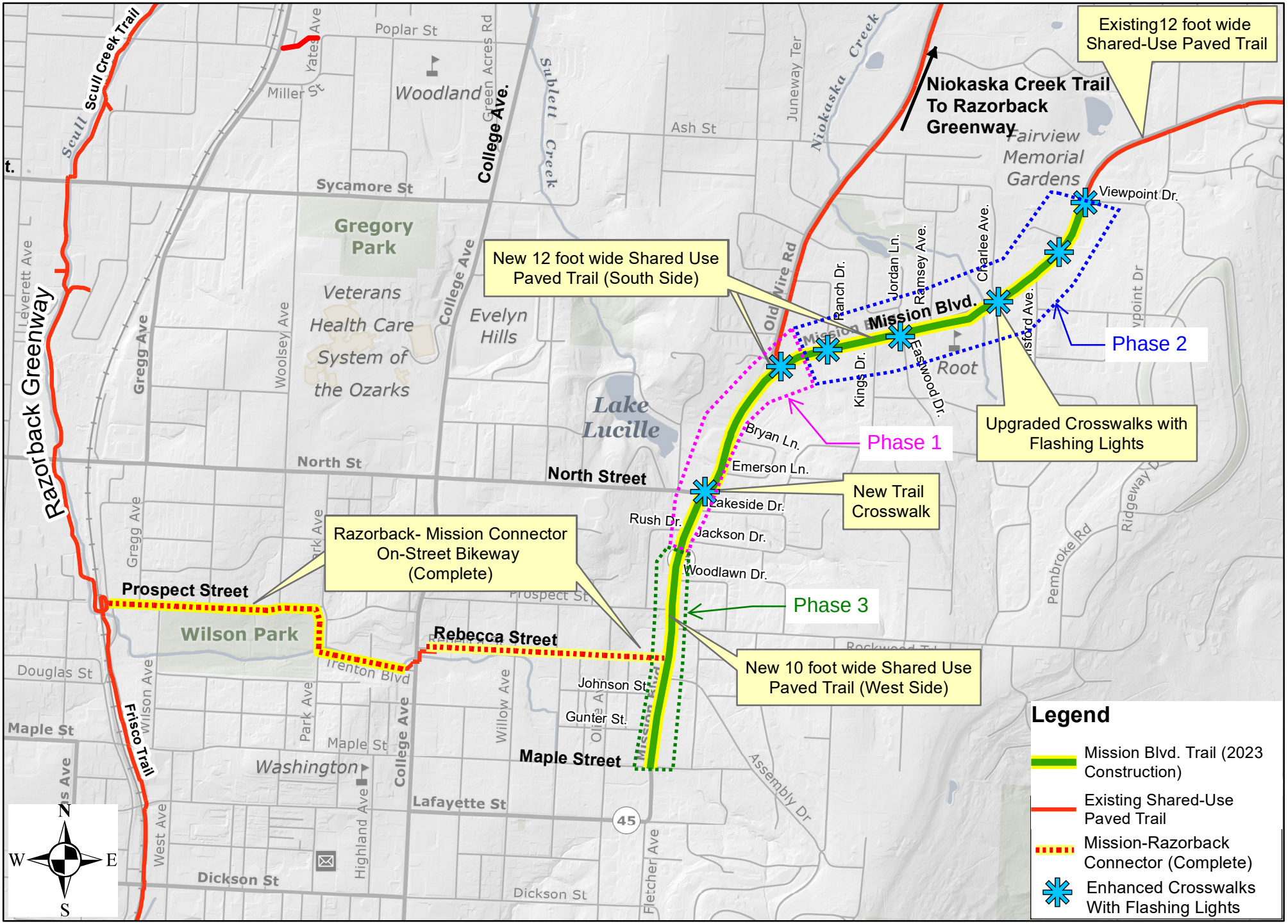
FFY 2025 TAP Project

0 400 800 1,600 Feet

1 inch = 800 feet

N

Document Path: G:\GIS2\Projects\2013\Trails--Drake Street Trail Connection\Maps\Drake Street Trail Connection.mxd



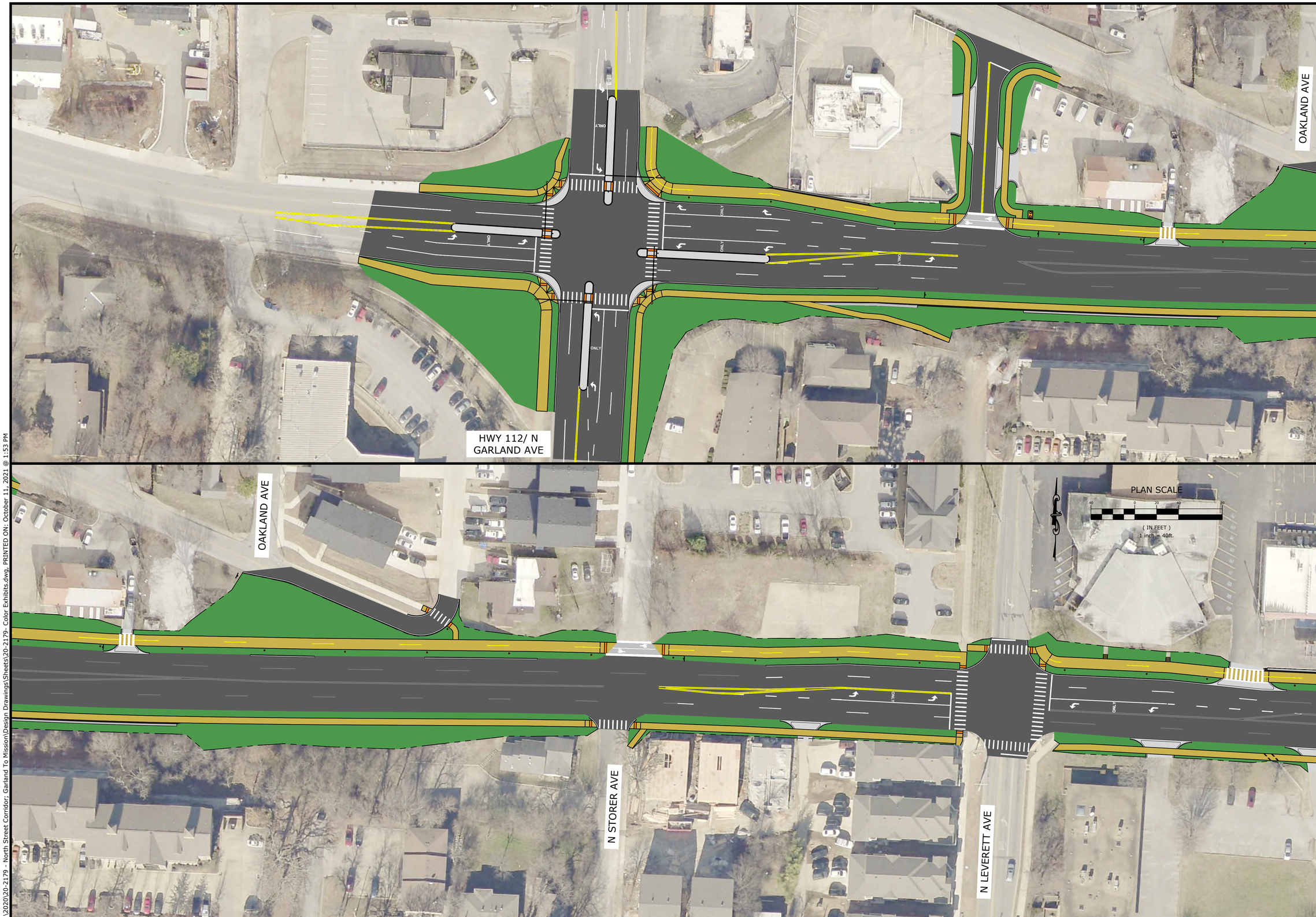
CITY OF FAYETTEVILLE ARKANSAS

Mission Blvd. Trail - 1.5 Miles

Mission-Razorback Connector Bikeway - 1.1 Mile

January 2023

0 0.125 0.25 0.5 Miles



McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

©2021

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

REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
WEST

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 10/11/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-1

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 11, 2021 @ 1:53 PM

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(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

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REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
CENTRAL-
WEST

DESIGNED BY:	DRAWN BY :
ELA	ELA
DATE: 10/5/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-2

W:\2020\20-2179 - North Street Corridor: Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

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DESIGNED TO SERVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
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PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

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811
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REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
CENTRAL-
EAST

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 10/5/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-3

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

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FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
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PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

©2021

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Know what's below.
Call before you dig.

REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
EAST

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 10/5/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-4

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

CITY OF FAYETTEVILLE ARKANSAS

Rupple Road Trail
Proposed Trail Lighting

6' SIDEWALK
9' GREENSPACE
1'-9" C&G
10' INNER LANE & 11' OUTER LANE
1'-9" C&G
9' LANDSCAPED MEDIAN
1'-9" C&G
10' INNER LANE & 11' OUTER LANE
1'-9" C&G
9' GREENSPACE
12' TRAIL*
* MAINTAIN EXISTING TRAIL FROM STA. 14+56 TO 25+56
TYPICAL SECTION
HWY 112 / GARLAND AVENUE
N.T.S.
HWY 112/GARLAND AVE.
N. JANICE AVENUE
N. MORRILL AVENUE
N. KNIGHT DRIVE
N. KNIGHT DRIVE
N. CHAMBERLAIN DRIVE
CASSATT STREET
W. CHALE STREET
W. CHALE STREET
BURNS STREET
W. ELM STREET
W. ELM STREET
ELM AVENUE
ELM AVENUE
EVANS HOUSE RD.
BURNS
McDONNELL
8876 LAGUNA PASADO LANE, STE. B
LAS VEGAS, NEVADA 89148
date 04/22/20
designed WPP
drawn WPP
checked SRB
HWY 112 / GARLAND AVE: POPLAR ST. TO DRAKE ST.
project 117298
contract 040720
drawing EXHIBIT 01
rev. 0
sheet 01 of 01 sheets
file

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-88

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:
City Planning Staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in south Fayetteville on the east side of Wood Avenue, about one-sixth of a mile south of the street's intersection with Martin Luther King Jr Boulevard. The property contains one parcel totaling 0.37 acres which is zoned NC, Neighborhood Conservation, and developed with a single-family dwelling that Washington County records indicate was built in 1956. The property lies within the Walker Park Neighborhood Master Plan area and it received its current zoning designation as a result of that plan in 2008.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: Staff received public comment from two neighbors who expressed their opposition to this request. They stated that, when they purchased their property, they were under the impression that the neighborhood would remain single-family. Their concerns centered around the proposed zoning allowing a development style that may be incompatible with the character and scale of development in the surrounding area.

Land Use Compatibility: Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban, to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form and density. When compared to the property's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a greater variety of residential uses and densities by right. Where NC allows single-family dwellings at a density of 10 units per acre, RI-U would allow single- to four-family dwellings by right with no stated density limitation. Since the subject property is directly adjacent to single-family dwellings, and in close proximity to duplexes and multi-family dwellings, staff finds that the land uses allowed by right in RI-U would be directly compatible with the surrounding area. Uses allowed

conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility.

Land Use Plan Analysis: Staff finds that the proposed zoning is consistent with the property's Future Land Use Map designation as a Residential Neighborhood area. The RI-U zoning district would allow for a mixture of residential densities in an urban form. If the property were to be redeveloped or subdivided, staff finds that RI-U could encourage an environment that is appealing to pedestrians by requiring buildings to be located close to the street and by reducing the visual impact of parking areas. The property has a moderate infill score of 7, which indicates that it's a suitable location for infill. Since hydric soils are present on site, more information will be needed at the time of development to determine whether wetlands are present. Regarding City Plan 2040, staff finds that a rezoning to RI-U could support Goals 1 and 3 by encouraging appropriate infill in an area that is highly walkable and near transit routes. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U could support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable development pattern than conventional subdivisions. Also, the variety of housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (12-inch main, Wood Avenue)
- Near Sewer Main (6-inch main, Wood Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (Waxflower – Wood Connector and E. MLK Jr. Blvd.)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood Master Plan)

DISCUSSION:
At the January 13, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a unanimous vote of 7-0-0. Commissioners offered little comment on the item and no members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2025-88

RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-60 FOR APPROXIMATELY 0.37 ACRES LOCATED AT 818 SOUTH WOOD AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-88

Item ID

2/4/2025

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

Jonathan Curth	1/17/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

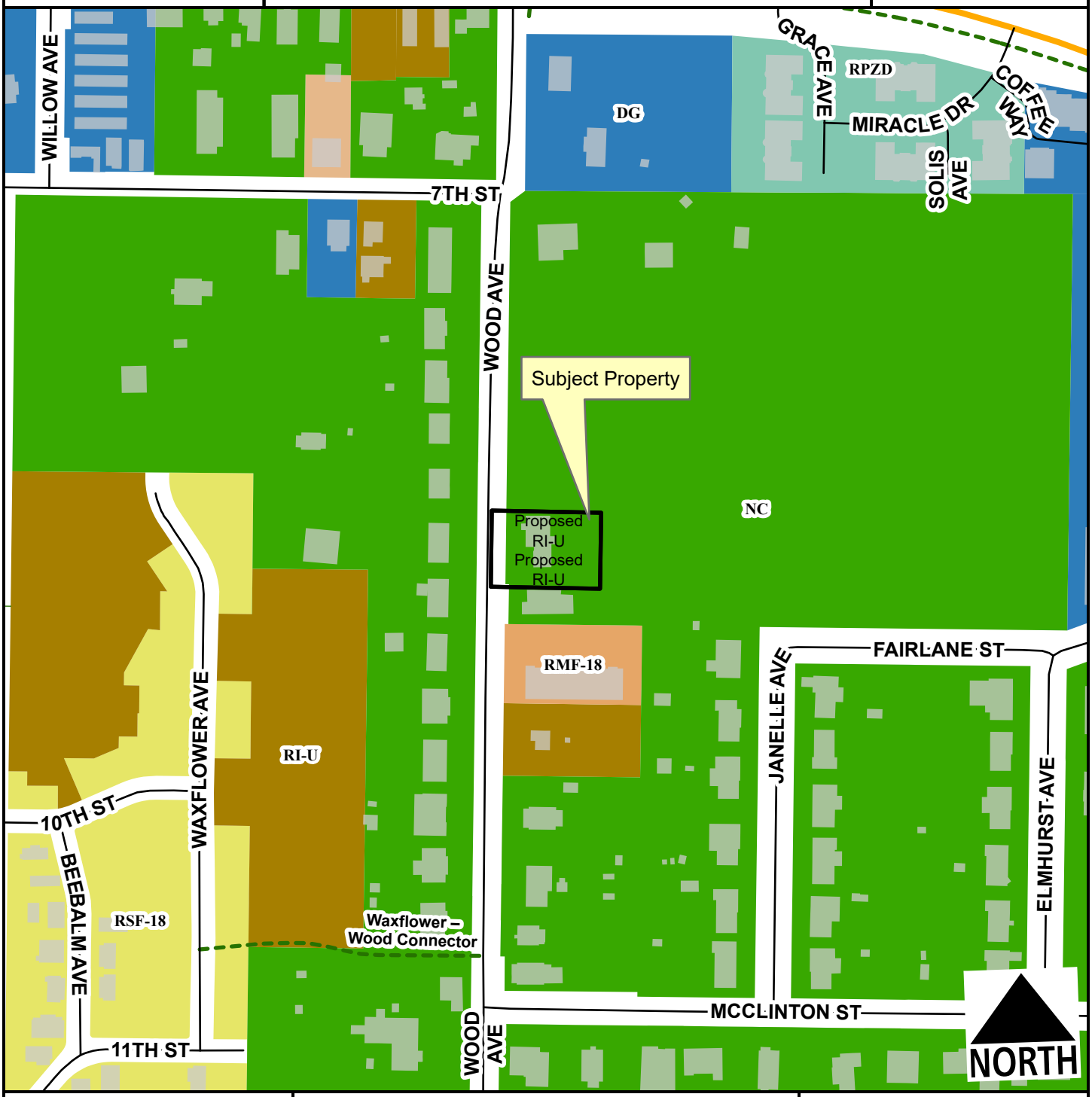
Comments:

RZN-2024-0060

Close Up View

818 S. WOOD AVE

RZN-2024-0060
EXHIBIT 'A'



- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.6	0.0
RI-U	0.0	0.7

Total 0.7 ac

RZN-2024-0060
EXHIBIT 'B'

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°26'07"W 442.45' (DEED 441') FROM THE NORTHWEST CORNER OF SAID FORTY AND RUNNING THENCE S87°07'36"E 151.28'; THENCE S02°34'03"W 105.10' (DEED 105'), THENCE N87°13'13"W 151.04' TO THE WEST LINE OF SAID FORTY ACRE TRACT, THENCE ALONG SAID WEST LINE N02°26'07"E 105.34' (DEED 105.00') TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH WOOD AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: January 13, 2025 (updated with results)

SUBJECT: **RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563):** Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:
Staff recommends forwarding **RZN-2024-0060** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2024-0060** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in south Fayetteville on the east side of Wood Avenue, about one-sixth of a mile south of the street's intersection with Martin Luther King Jr Boulevard. The property contains one parcel totaling 0.37 acres which is zoned NC, Neighborhood Conservation, and developed with a single-family dwelling that Washington County records indicate was built in 1956. The property lies within the Walker Park Neighborhood Master Plan area and it received its current zoning designation as a result of that plan in 2008. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: Staff received public comment from two neighbors who expressed their opposition to this request. They stated that, when they purchased their property, they were under the impression that the neighborhood would remain single-family. Their concerns centered around the proposed zoning allowing a development style that may be incompatible with the character and scale of development in the surrounding area.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage along Wood Avenue, an unimproved Residential Link Street with asphalt paving and open ditches. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. There is an existing 12-inch water main present along Wood Avenue that can serve this property.

Sewer: Sanitary sewer is available to the subject property. There is an existing six-inch sanitary sewer main present along Wood Avenue. There are also known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 990 feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present on site. However, hydric soils appear to be present on the west side of the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property, a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area** within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (12-inch main, Wood Avenue)
- Near Sewer Main (6-inch main, Wood Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (Waxflower – Wood Connector and E. MLK Jr. Blvd.)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood Master Plan)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban, to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form and density. When compared to the property's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a greater variety of residential uses and densities by right. Where NC allows single-family dwellings at a density of 10 units per acre, RI-U would allow single- to four-family dwellings by right with no stated density limitation. Since the subject property is directly adjacent to single-family dwellings, and in close proximity to duplexes and multi-family dwellings, staff finds that the land uses allowed by right in RI-U would be directly compatible with the surrounding area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility.**

Land Use Plan Analysis: **Staff finds that the proposed zoning is consistent with the property's Future Land Use Map designation as a Residential Neighborhood area. The RI-U zoning district would allow for a mixture of residential densities in an urban form. If the property were to be redeveloped or subdivided, staff finds that RI-U could encourage an environment that is**

appealing to pedestrians by requiring buildings to be located close to the street and by reducing the visual impact of parking areas. The property has a moderate infill score of 7, which indicates that it's a suitable location for infill. Since hydric soils are present on site, more information will be needed at the time of development to determine whether wetlands are present. Regarding City Plan 2040, staff finds that a rezoning to RI-U could support Goals 1 and 3 by encouraging appropriate infill in an area that is highly walkable and near transit routes. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U could support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable development pattern than conventional subdivisions. Also, the variety of housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that the proposed rezoning from NC to RI-U is justified. Rezoning to RI-U would allow for housing types and densities that are comparable to the existing development pattern in the area and consistent with the City's planning policies and objectives.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning the property to RI-U has the potential to increase traffic along Wood Avenue. However, the size of the property will naturally limit the scale of any future development and thus reduce any possible impacts on traffic danger or congestion. Any street improvements required in this area would be determined at the time of development proposal.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from NC to RI-U has the potential to increase population density when considering there is no density limitation associated with the RI-U zoning district. However, staff finds that a rezoning is not likely to undesirably increase the load on public services. The property is near existing water and sanitary sewer infrastructure and is close to other public services. There are, however, known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 990 feet downstream of this property. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0060 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		**Required**	**YES**
Date: **January 13, 2025**	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval	❒ **Denied**
Motion: Werner			
Second: Payne			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
  - §161.12 District RI-U, Residential Intermediate - Urban
  - §161.29 Neighborhood Conservation
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

October 21, 2024

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Rezoning Parcel No. 765-15111-001 from NC – Neighborhood Conservation to RI-U–Residential Intermediate–Urban

Dear Planning Staff:

This letter is intended to accompany a rezone request for Parcel No. 765-15111-001, located at 818 S. Wood Avenue in South Fayetteville.

The parcel is currently zoned NC, Neighborhood Conservation. The applicant is requesting that it be rezoned to RI-U, Residential Intermediate–Urban. This property is surrounded on three sides by property zoned NC. However, there are several precedent rezonings in the area. A large parcel of land was rezoned to RI-U on Waxflower Ave for the Homes at Willow Bend earlier this year. Likewise, there is a parcel nearby to the South which is zoned RMF-18 and another which was zoned to RI-U in 2023. RI-U zoning promotes creative infill projects by allowing a diversity of unit types with flexible lot widths. It is particularly effective in doing so when the subject property is on a small lot with existing infrastructure at the street, such as the subject property in this request.

The proposed rezoning would allow for infill development in a variety of housing types, and the flexibility of RI-U's lot dimensions would help to add additional housing on a small lot. This would be compatible with the new and old development pattern, and would continue to disallow multi-family development in the same way that the current zoning does. Lastly, the property has access to water and sewer, with existing lines for both being located on S. Wood Ave.

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ *Will A. Kellstrom*

Will A. Kellstrom

WK:
pc:

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479-636-2168
FX: 479-636-6098
WWW.WATKINSLAWOFFICE.COM

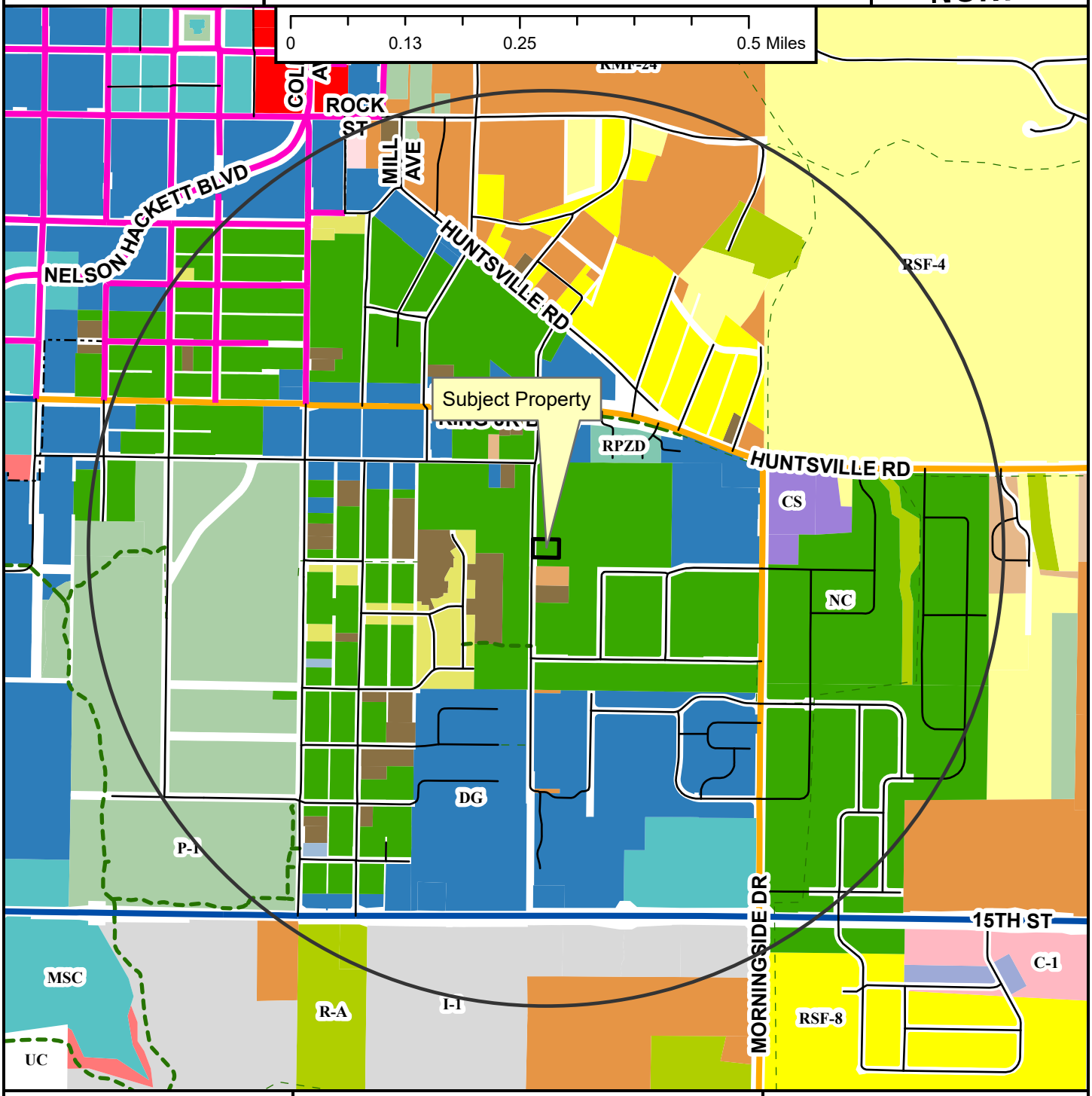
REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

RZN-2024-0060

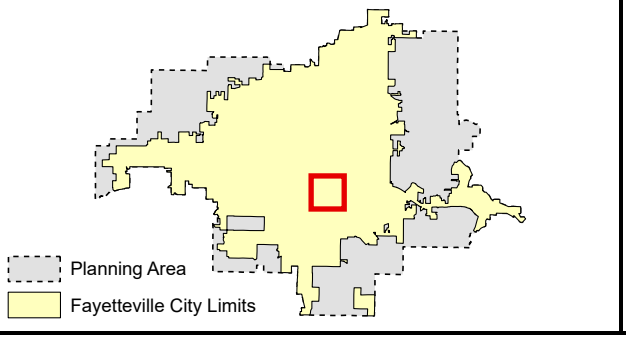
One Mile View

818 S. WOOD AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

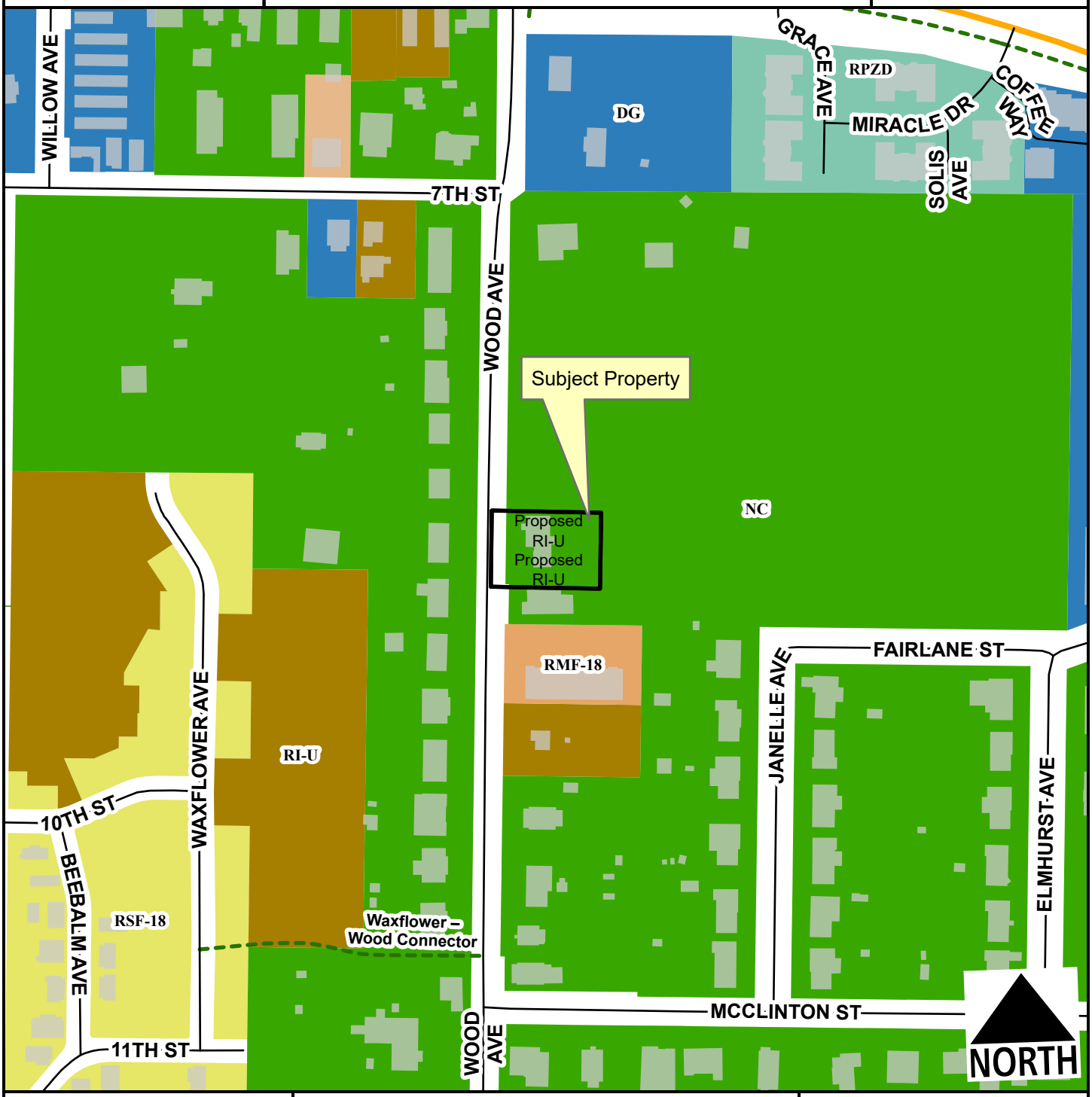
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

RZN-2024-0060

Close Up View

818 S. WOOD AVE



- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.6	0.0
RI-U	0.0	0.7
Total	**0.7 ac**	

RZN-2024-0060

Current Land Use

818 S. WOOD AVE

NORTH

Neighborhood Link

Unclassified

Residential Link

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

100-Year Floodplain

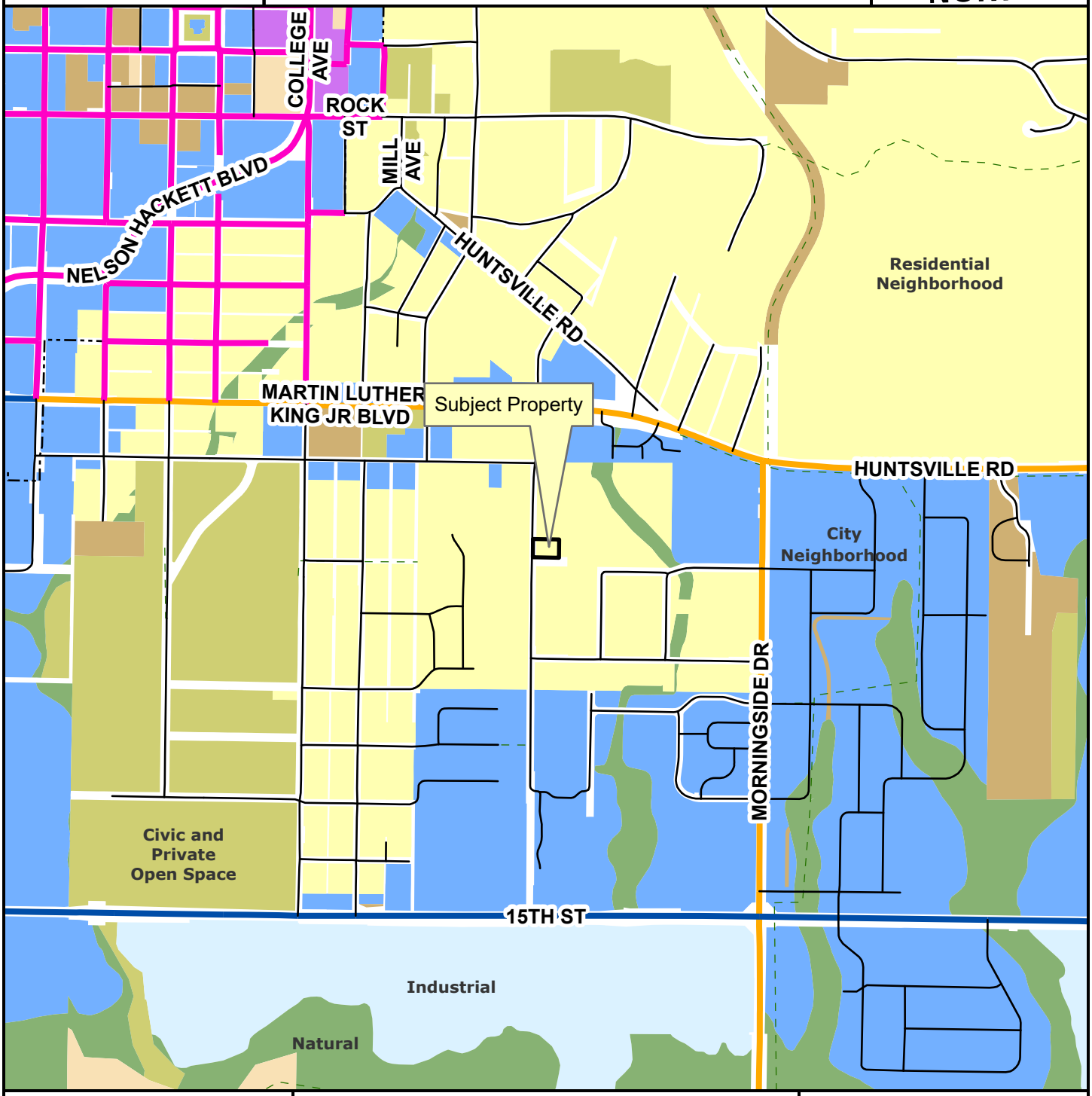
Floodway

RZN-2024-0060

Future Land Use

818 S. WOOD AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

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

File #: 2025-136

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED

WHEREAS, Ordinance 6800 has been determined by both the Arkansas Attorney General and the Fayetteville City Attorney to likely violate A.C.A. § 14-43-608.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals Ordinance 6800 as previously amended.

CivicClerk No.: 2025-

AGENDA REQUEST FORM

FOR: Council Meeting of February 4, 2025

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED

APPROVED FOR AGENDA:

Kit Williams

1-23-25

Date

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Keith Macedo**, Chief of Staff
Paul Becker, Chief Financial Officer
Jonathan Curth, Development Services Director

FROM: **Kit Williams**, City Attorney

DATE: **January 23, 2025**

RE: **Ordinance To Repeal Ordinance 6800 Which Was To Enact § 120.03 Limitation On Rental Applications And Background Check Fees**

I just received Opinion No. 2024-093 from Arkansas Attorney General Tim Griffin (attached). As you can see, the Attorney General completely agreed with my legal analysis of the application of both state statutes upon your ordinance to limit the allowed amount charged for rental applications and background check fees. The Attorney General states Ordinance 6800 "likely does not violate this statute (A.C.A. § 14-54-1409)." He then opines that Ordinance 6800 "likely violates" A.C.A. § 14-43-608.

As I informed you in my memo of December 12, 2024, A.C.A. § 14-43-608 **Regulation of Prices** "would likely invalidate Ordinance 6800." The Arkansas Attorney General's Opinion confirms this and so I recommend again that you now pass an ordinance to repeal Ordinance 6800. I do appreciate that you agreed to amend Ordinance 6800 to provide time for the Arkansas Attorney General to render his Opinion and to ensure this questionable Ordinance would no go into effect in possible violation of state law. I have attached a proposed Ordinance to repeal Ordinance 6800.

We also just learned that a bill has been filed to amend A.C.A. § 14-54-1409 **Rent Control Preemption** to expressly include application fees and even deposit fees so in future that code section would also invalidate and prohibit a city regulating ordinance. Both the Attorney General and I believe that this statute's current wording would not have invalidated your regulating ordinance. (Attached is Senate Bill 91.)

TIM GRIFFIN
ATTORNEY GENERAL

Opinion No. 2024-093

January 22, 2025

The Honorable Robin Lundstrum
State Representative
Post Office Box 14
Elm Springs, Arkansas 72728

Dear Representative Lundstrum:

I am writing in response to your request for an opinion regarding an ordinance passed by the Fayetteville City Council on October 15, 2024, which caps the fees landlords may charge prospective tenants for rental applications and background checks. You state that "the ordinance limits background fees to an amount not to exceed $40, and if no background check is done, the maximum rental application fee is limited to $20. If a landlord charges a background check fee and then does not obtain the background check, the fee must be returned in full to the potential tenant."

You report that numerous constituents have raised concerns about this ordinance. Against this background, you ask the following question:

> Can a city propose, pass, and enact an ordinance, like the aforementioned, that limits, restricts, or hinders what private business may charge for its services, goods, or contracts?

RESPONSE

A city cannot enact an ordinance that regulates what private individuals or businesses may charge for goods, rentals, or services sold or performed within the city.

323 CENTER STREET, SUITE 200
LITTLE ROCK, ARKANSAS 72201

DISCUSSION

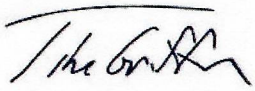
Because cities only have the power given to them by statute or the Arkansas Constitution,[1] local ordinances that conflict with state law are invalid.[2] There are two State laws that could potentially prohibit Fayetteville from enacting Ordinance 6800.

First, A.C.A. § 14-54-1409 prohibits local governments from enacting or enforcing rent control ordinances.[3] The ordinance you describe likely does not violate this statute because it caps the fees associated with an *application* to rent, rather than "the amount of rent charged" itself.

Second, A.C.A. § 14-43-608 bars municipalities from regulating "prices for goods, rentals, or services sold or performed within the municipality by individuals or firms."[4] The ordinance likely violates this statute. While there are no appellate court cases construing § 14-43-608, it is my opinion that the statute's broad wording, which clearly includes "services," prevents a city from passing an ordinance to cap the fees a private entity charges to process a rental application or to conduct a background check.

Senior Assistant Attorney General Kelly Summerside prepared this opinion, which I hereby approve.

Sincerely,



TIM GRIFFIN
Attorney General

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[1] *Protect Fayetteville v. City of Fayetteville*, 2019 Ark. 30, 3, 565 S.W.3d 477, 480.

[2] Ark. Const. art. 12, § 4 ("No municipal corporation shall be authorized to pass any laws contrary to the general laws of the state…."); *Protect Fayetteville*, 2019 Ark. at 3, 565 S.W.3d at 480.

[3] *See* A.C.A. § 14-54-1409(b) ("A local governmental unit shall not enact, maintain, or enforce an ordinance or resolution that would have the effect of controlling the amount of rent charged for leasing private residential or commercial property."). An exception exists, however, for local governments "to manage and control residential property in which the local governmental unit has a property interest." A.C.A. § 14-54-1409(c).

[4] A.C.A. § 14-43-608(a). As with A.C.A. § 14-54-1409, there is an exception that allows a municipality to establish the price for goods, rentals, or services furnished by, or performed by, the municipality. *See* A.C.A. § 14-43-608(b).

State of Arkansas
95th General Assembly
Regular Session, 2025

A Bill

SENATE BILL 91

By: Senators C. Penzo, J. Bryant
By: Representatives Ray, B. McKenzie

For An Act To Be Entitled

AN ACT TO PROVIDE THAT LOCAL GOVERNMENTAL UNITS SHALL HAVE NO AUTHORITY TO REGULATE OR CONTROL THE AMOUNT CHARGED FOR A RENTAL APPLICATION FEE OR RENTAL DEPOSIT FOR PRIVATE RESIDENTIAL OR COMMERCIAL PROPERTY; AND FOR OTHER PURPOSES.

Subtitle

TO PROVIDE THAT LOCAL GOVERNMENTAL UNITS SHALL HAVE NO AUTHORITY TO REGULATE OR CONTROL THE AMOUNT CHARGED FOR A RENTAL APPLICATION FEE OR RENTAL DEPOSIT FOR PRIVATE RESIDENTIAL OR COMMERCIAL PROPERTY.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 14-16-601 is amended to read as follows:

14-16-601. Rent<u>, rental application fee, and rental deposit</u> control preemption <u>— Definition</u>.

(a) As used in this section, "local governmental unit" means a political subdivision of this state, including~~, but not limited to,~~ <u>without limitation</u> a county, city, village, or township, if the political subdivision provides local government services for residents in a geographically limited area of this state as its primary purpose and has the power to act primarily on behalf of that area.

(b)<u>(1)</u> ~~A~~ <u>As to leasing private residential or commercial property, a</u> local governmental unit shall not enact, maintain, or enforce an ordinance or

resolution that would have the effect of controlling the amount ~~of rent~~ charged for: ~~leasing private residential or commercial property~~

(A) Rent;

(B) Rental application fees; or

(C) Rental deposits.

(2) The preemption against rent, rental application fees, and rental deposit control in subdivision (b)(1) of this section applies to all:

(A) Landlords;

(B) Property owners;

(C) Property managers;

(D) Tenants;

(E) Prospective tenants; and

(F) Real estate companies doing business in the State of Arkansas.

(c) This section does not impair the right of any local governmental unit to manage and control residential property in which the local governmental unit has a property interest.

SECTION 2. Arkansas Code § 14-54-1409 is amended to read as follows:

14-54-1409. Rent, rental application fee, and rental deposit control preemption — Definition.

(a) As used in this section, "local governmental unit" means a political subdivision of this state, including~~, but not limited to,~~ without limitation a county, city, village, or township, if the political subdivision provides local government services for residents in a geographically limited area of this state as its primary purpose and has the power to act primarily on behalf of that area.

(b)(1) ~~A~~ As to leasing private residential or commercial property, a local governmental unit shall not enact, maintain, or enforce an ordinance or resolution that would have the effect of controlling the amount ~~of rent~~ charged for: ~~leasing private residential or commercial property~~

(A) Rent;

(B) Rental application fees; or

(C) Rental deposits.

(2) The preemption against rent, rental application fees, and rental deposit control in subdivision (b)(1) of this section applies to all:

(A) Landlords;

(B) Property owners;

(C) Property managers;

(D) Tenants;

(E) Prospective tenants; and

(F) Real estate companies doing business in the State of Arkansas.

(c) This section does not impair the right of any local governmental unit to manage and control residential property in which the local governmental unit has a property interest.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-150

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **VAC-2024-0027: Vacation (903 W. NORTH ST/JORDAN GROUP LLC, 444): Submitted by HALBERT LAW OFFICE for property located at 903 W. NORTH ST. in WARD 2. The property is zoned R-O, RESIDENTIAL-OFFICE and RMF-24, RESIDENTIAL MULTIFAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to vacate 0.24 acres of right-of-way.**

RECOMMENDATION:
Staff and Planning Commission recommend approval of VAC-2024-0027 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

2. A 10-foot minimum clearance from overhead powerlines shall always be maintained;

3. Applicant and/or property owner shall coordinate with AT&T to identify dimension and location of necessary easement to cover existing lines and maintenance, to a minimum width of 10 feet on either side of the existing lines; and

4. A 20-foot wide access easement shall be dedicated from the remaining N. Oakland Avenue right-of-way to the W. North Street right-of-way as shown in the attached exhibit.

BACKGROUND:
The subject property is in central Fayetteville on W. North Street, approximately 500 feet east of the intersection with N. Garland Avenue. The property is right-of-way abutting parcels zoned R-O, Residential Office and RMF-24, Residential Multi-family, 24 Units per Acre, which overall contain approximately 0.50 acres. The parcel east of the property is developed with a 1700 sq. ft. vacant structure that County records indicate was used as a veterinary hospital. No overlay districts or other natural features are present on site, but there is an approximately 20% downward change in grade from north to south towards W. North Street, and there is significant tree canopy on the undeveloped portions of the site.

Request: The applicant proposes to vacate a 0.24 acre portion of street right-of-way. The applicant intends to redevelop the site with a multi-family housing development.

DISCUSSION:

Staff and the Commission support the applicant's request to vacate a portion of right-of-way. The right-of-way is 0.24 acres, and the proposed vacation would still provide the necessary right-of-way for W. North Street to meet the Master Street Plan for a Regional High-Activity Link Street. Any necessary street improvements will be fully determined at the time of the development proposal and may be required to be accommodated within the remaining right-of-way not affected by this vacation. However, in order to maintain consistency with City Plan 2040 goals of making compact, complete, and connected development the standard, staff recommends that an access easement is maintained to provide the opportunity for pedestrian connection from Oakland to W. North Street in the future.

At the January 27, 2025 Planning Commission meeting, this item was unanimously forwarded to City Council with a recommendation of approval as part of the consent agenda by a vote of 7-0-0. Staff received comments from members of the public who had general concerns about the associated residential development on the site, particularly regarding the availability of parking in the area. No opposition was received related to the vacation itself, and no public comment was heard at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Exhibit C (#6), Planning Commission Staff Report (#7)

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

File #: 2025-150

VAC-2024-0027: Vacation (903 W. NORTH ST/JORDAN GROUP LLC, 444): Submitted by HALBERT LAW OFFICE for property located at 903 W. NORTH ST. in WARD 2. The property is zoned R-O, RESIDENTIAL-OFFICE and RMF-24, RESIDENTIAL MULTIFAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to vacate 0.24 acres of right-of-way.

AN ORDINANCE TO APPROVE VAC-24-27 FOR PROPERTY LOCATED AT 903 WEST NORTH STREET IN WARD 2 TO VACATE 0.24 ACRES OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not be effective until the following conditions have been satisfied:

1. The applicant and/or property owner shall coordinate with AT&T to dedicate an easement to cover existing lines and necessary maintenance of those lines, to a minimum width of 10 feet on either side of the existing lines.
2. A 20-foot wide access easement shall be dedicated from the remaining N. Oakland Avenue right-of-way to the W. North Street right-of-way as shown in the survey attached as Exhibit C.

Section 4: This vacation approval is subject to the following ongoing conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. A 10-foot minimum clearance from overhead powerlines shall always be maintained.

City of Fayetteville Staff Review Form

2025-150

Item ID

2/18/2025

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

Jonathan Curth	1/31/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2024-0027: Vacation (903 W. NORTH ST/JORDAN GROUP LLC, 444): Submitted by HALBERT LAW OFFICE for property located at 903 W. NORTH ST. in WARD 2. The property is zoned R-O, RESIDENTIAL-OFFICE and RMF-24, RESIDENTIAL MULTIFAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to vacate 0.24 acres of right-of-way.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

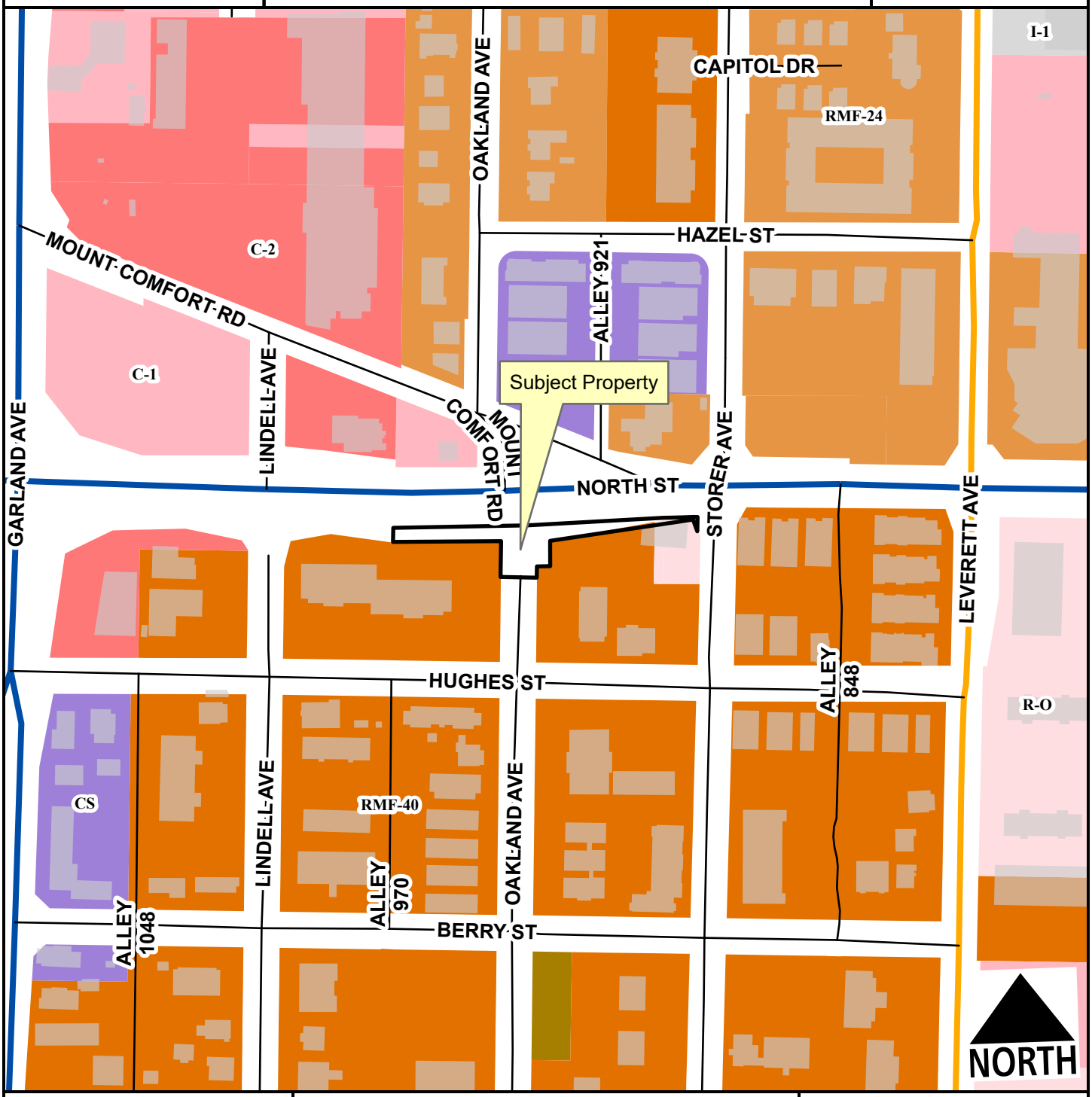
Comments:

VAC-2024-0027

Close Up View

903 W. NORTH ST

EXHIBIT A



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

- RI-U
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-1
- C-2
- Community Services

EXHIBIT B

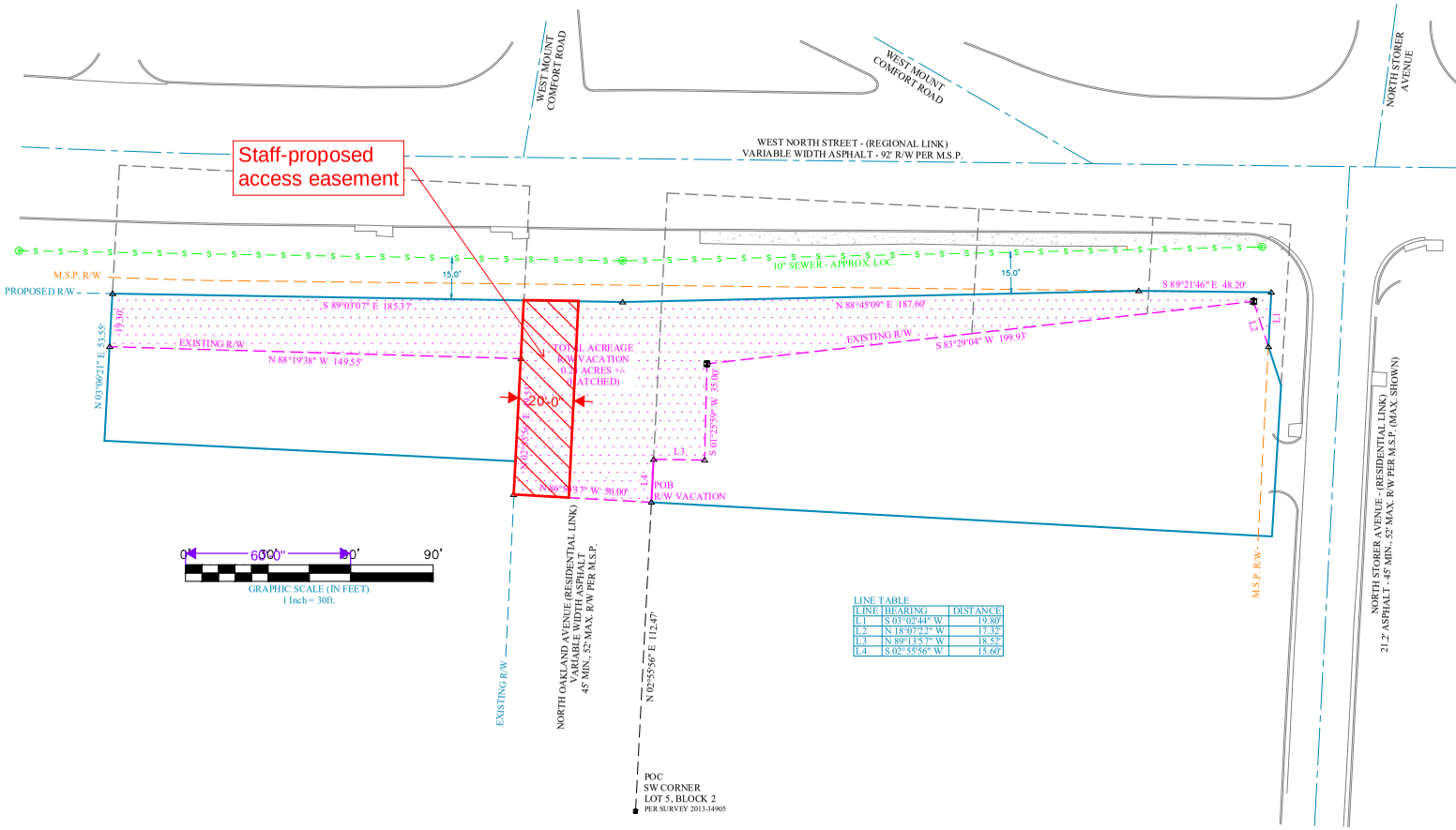
BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION (NORTH STREET & OAKLAND AVENUE):

A PART OF LOTS 1-4, BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, A PART OF LOTS 1 AND 2, BLOCK 3 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE AND A PART OF THE PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE WHICH IS N02°55'56"E 112.47' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 2 OF ROSE HILL ADDITION AND RUNNING THENCE N86°50'37"W 50.00' TO THE WEST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N02°55'56"E 49.51' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY N88°19'38"W 149.55', THENCE LEAVING SAID RIGHT-OF-WAY N03°06'21"E 19.30', THENCE S89°03'07"E 185.37', THENCE N88°45'09"E 187.60' TO THE SOUTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY S89°21'46"E 48.20' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY NORTH STORER, THENCE ALONG SAID RIGHT-OF-WAY S03°02'44"W 19.80' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N18°07'22"W 17.32' TO AN EXISTING REBAR, S83°29'04"W 199.93' TO AN EXISTING REBAR, S01°25'59"W 35.00', N89°13'57"W 18.52' TO THE EAST PLATED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S02°55'56"W 15.60' TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

R/W VACATION EXHIBIT

STAFF EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°02'44" W	19.80'
L2	N 18°07'22" W	17.32'
L3	N 89°13'57" W	18.52'
L4	S 02°55'56" W	15.60'

PORTION OF R/W VACATION DESCRIPTION:
A PART OF LOTS 1-4, BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, A PART OF LOTS 1 AND 2, BLOCK 3 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE AND A PART OF THE PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE WHICH IS N02°55'56"E 112.47' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 2 OF ROSE HILL ADDITION AND RUNNING THENCE N86°50'37"W 50.00' TO THE WEST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N02°55'56"E 49.51' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY N88°19'38"W 149.55', THENCE LEAVING SAID RIGHT-OF-WAY N03°00'21"E 19.30', THENCE S89°03'07"E 185.37', THENCE N88°45'09"E 187.60' TO THE SOUTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY S89°21'46"E 48.20' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY NORTH STORER, THENCE ALONG SAID RIGHT-OF-WAY S03°02'44"W 19.80' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N18°07'22"W 17.32' TO AN EXISTING REBAR, S83°29'04"W 199.93' TO AN EXISTING REBAR, S01°25'59"W 35.00', N89°13'57"W 18.52' TO THE EAST PLATED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S02°55'56"W 15.60' TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Exhibit C

RECORDING NUMBER/DATE

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
- FOUND 1/2" REBAR
- COMPUTED POINT
- BOUNDARY LINE (MEASURED)
- BOUNDARY LINE (EXISTING)
- FORTY LINE/ TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- M.S.P. RIGHT-OF-WAY
- RIGHT-OF-WAY TO BE VACATED
- SEWER LINE

BATES Engineers • Surveyors
7230 S. Pleasant Ridge Dr • Fayetteville, Arkansas 72704 • 479.442.9309

This is a CONCEPTUAL drawing only and is not to be used for any purpose whose purpose appears on this plat. This plat is protected by copyright. No part, including the property's annual tax appraisal, this plat without the express written consent of Bates & Associates, Inc. shall be used for any purpose other than a preliminary investigation for ownership of record, encumbrances, restrictive covenants, ownership, title, easements, or any other matter which a title search might disclose. Bates & Associates, Inc. assumes no responsibility for any other use of this plat or any other reproduction of this plat. Any other use or reproduction is prohibited and any claimant provided with this plat is for information only and Bates & Associates, Inc. assumes no responsibility for any other use of this plat or any other reproduction of this plat. Bates & Associates, Inc. assumes no responsibility for the accuracy of Bates & Associates, Inc. of the probability of flooding.
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FOR USE AND BENEFIT OF:
JORDAN GROUP LLC

ADDRESS:
NORTH STORER STREET & STORER AVENUE
FAYETTEVILLE, ARKANSAS

DATE: 12/03/24
SCALE: 1"=30'
LOCATION: BLOCK 2 ROSE HILL ADDITION
SURVEYED: XX
DRAFTED: AH
DRAFT DATE: XX
REVIEWED: XX
COA #135

DRAWING #24-251EXHIBIT

CITY OF
FAYETTEVILLE
ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: January 13, 2025 Updated with final results

SUBJECT: **VAC-2024-0027: Vacation (903 W. NORTH ST/JORDAN GROUP LLC, 444):** Submitted by HALBERT LAW OFFICE for property located at 903 W. NORTH ST. The property is zoned R-O, RESIDENTIAL-OFFICE and RMF-24, RESIDENTIAL MULTIFAMILY, 24 UNITS PER ACRE and contains approximately 0.50 acres. The request is to vacate 0.24 acres of right-of-way.

RECOMMENDATION:
Staff recommends forwarding **VAC-2024-0027** to City Council with a recommendation of approval and with conditions.

RECOMMENDED MOTION:
*"I move to forward **VAC-2024-0027** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:
The subject property is in central Fayetteville on W. North Street, approximately 500 feet east of the intersection with N. Garland Avenue. The property is zoned R-O, Residential Office and RMF-24, Residential Multi-family, 24 Units per Acre, and overall contains approximately 0.50 acres. The eastern portion of the property is developed with a 1700 sq. ft. vacant structure that County records indicate was used as a veterinary hospital. No overlay districts or other natural features are present on site, but there is an approximately 20% change in grade moving as the property moves south from W. North Street, and there is significant tree canopy on the undeveloped portions of the site. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Commercial/Mixed-Density Residential	C-1, Neighborhood Commercial; C-2, Thoroughfare Commercial; CS, Community Services; RMF-24, Residential Multi-Family, 24 Units Per Acre
South	Multi-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Multi-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
West	Multi-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre

Proposal: The applicant proposes to vacate a portion of street right-of-way adjacent to the north side of the subject property which totals approximately 0.24 acres. The applicant intends to redevelop the site with a multi-family housing development.

DISCUSSION:
Staff supports the applicant's request to vacate a portion of right-of-way. The right-of-way is 0.24 acres, and the proposed vacation would still provide the necessary right-of-way for W. North

Street to meet the master street plan for a Regional High-Activity Link Street. Any necessary street improvements will be fully determined at the time of the development proposal and may be required to be accommodated within the remaining right-of-way not affected by this vacation. However, in order to maintain consistency with City Plan 2024 goals of making compact, complete, and connected development the standard, staff recommends that an access easement is maintained to provide the opportunity for pedestrian connection from Oakland to W. North Street in the future.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses.

Utility	Response
Cox Communications	No objections, provided that any damage or relocation of any Cox facilities will be at the applicant's expense.
AEP/SWEPCO	No objections, provided that the developer/builder ensures that equipment and construction personnel maintain minimum 10-foot clearance from overhead power lines at all times per OSHA rules.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided that the existing buried facilities need to be provided easements with a width of 10-feet on either side to cover their existence and AT&T maintenance. The aerial facilities that are going to need to be moved into the new right-of-way will require a "custom work order" to cover the costs of the AT&T relocations of existing to the new AEP poles.
Ozarks Electric	No objections and no comments.
City of Fayetteville	Response
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: Staff received comments from members of the public who had general concerns about the associated residential development on the site, the primary of which were centered around availability of parking in the area. No opposition was received related to the vacation itself.

RECOMMENDATION: Staff recommends forwarding **VAC-2024-0027** with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;

2. A 10-foot minimum clearance from overhead powerlines shall always be maintained;

3. Applicant and/or property owner shall coordinate with AT&T to identify dimension and location of necessary easement to cover existing lines and maintenance, to a minimum width of 10 feet on either side of the existing lines; and

4. A 20-foot wide access easement shall be dedicated from the remaining N. Oakland Avenue right-of-way to the W. North Street right-of-way as shown in the attached exhibit.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **January 27, 2025** ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: Castin

With all conditions as recommended by staff.

Second: Werner

Vote: 7-0-0 (on consent agenda)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey
- Staff Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map

HALBERT LAW OFFICES

ATTORNEYS AT LAW

PO BOX 1272

FAYETTEVILLE AR 72702

PHONE (870) 572-3351

FAX (877) 450-0781

tripp@halbertlaw.net

December 4, 2024

Dear Members of the Planning Commission and City Council,

I am writing to formally present a request on behalf of the applicants/owners regarding the vacation of a street right-of-way and alley located at 903 W North St, Fayetteville, Arkansas. This request involves the right-of-way to the north of Parcel ID 765-10316-000 along W. North Street and the alley situated at the northernmost point of N. Oakland Ave.

The intent of this request is to vacate these areas due to the City's lack of future use or need for the property. The abutting real estate, specifically PT LOT 1 BLOCK 2, ROSE HILL ADDITION, has been utilized by the public for many year. By vacating these areas, we aim to enhance the utility of the property for the benefit of the owners while ensuring compliance with existing rules and regulations.

We appreciate your consideration of this request and look forward to your support in this matter. Should you require any further information or clarification, please do not hesitate to contact me.

Tripp Halbert
Charles E. Halbert, Jr.
Halbert Law Offices

CEH/hdc

HALBERT LAW OFFICES

ATTORNEYS AT LAW

PO BOX 2720

WEST HELENA AR 72390

PHONE (870) 572-3351

FAX (877) 450-0781

tripp@halbertlaw.net

December 23, 2024

PETITION TO VACATE A STREET RIGHT-OF-WAY/ALLEY

The Fayetteville City Planning Commission

The Fayetteville City Council

Attn: Jessie Masters

125 W Mountain St,

Fayetteville, AR 72701

Email: jmasters@fayetteville-ar.gov

RE: PT LOT 1 BLOCK 2, ROSE HILL ADDITION

We, the Halbert Law Offices, on behalf the undersigned, Jordan Group, LLC, hereby petition to vacate the street right-of-way to the north of Parcel ID 765-10316-000, along W. North Street in the City of Fayetteville, Washington County, Arkansas, and the alley located at the northernmost point of N. Oakland Ave. The right-of-way and alley sought to be abandoned and vacated is more particularly described in *Exhibit A.* The abutting real estate affected by said abandonment of the street right-of-way is as follows:

A PART OF LOTS 1-4, BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, A PART OF LOTS 1 AND 2, BLOCK 3 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE AND A PART OF THE PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE WHICH IS N02°55'56"E 112.47' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 2 OF ROSE HILL ADDITION AND RUNNING THENCE N86°50'37"W 50.00' TO THE WEST PLATTED RIGHT-OF-

WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N02°55'56"E 49.51' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY N88°19'38"W 149.55', THENCE LEAVING SAID RIGHTOF-WAY N03°06'21"E 19.30', THENCE S89°03'07"E 185.37', THENCE N88°45'09"E 187.60' TO THE SOUTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY S89°21'46"E 48.20' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY NORTH STORER, THENCE ALONG SAID RIGHT-OFWAY S03°02'44"W 19.80' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N18°07'22"W 17.32' TO AN EXISTING REBAR, S83°29'04"W 199.93' TO AN EXISTING REBAR, S01°25'59"W 35.00', N89°13'57"W 18.52' TO THE EAST PLATED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S02°55'56"W 15.60' TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS. SUBJECT TOALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

Property Owner Information:
Name: Jordan Group, LLC, Henry Jordan
Mailing Address: 2532 E Ridgely Dr, Fayetteville, AR 72701
Type: Commercial Improvement
Tax District: (011) Fayetteville School District
Millage Rate: 57.00
Physical Address: 903 W North St
Subdivision: Rose Hill Addition
Block/Lot: 002 / N/A
Size (Acres): 0.24

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to

that particular land the owners be free from the easements of the public for the use of said street.

Dated this 23rd day of December ***, 2024***

Henry Jordan

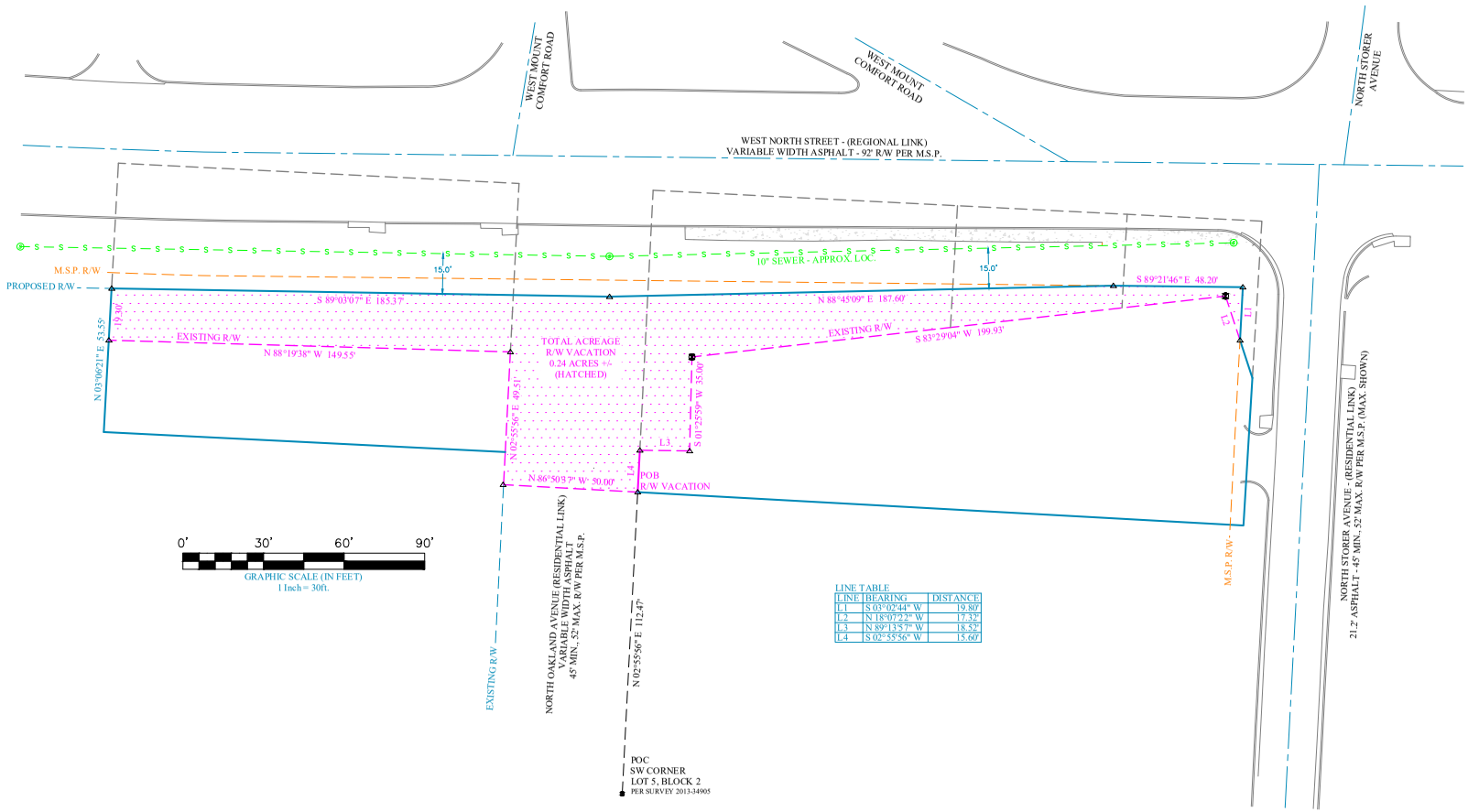
Jordan Group, LLC
Henry Jordon Authorized Agent

BATES
Engineers · Surveyors
7230 S Pleasant Ridge Dr / Fayetteville, AR 72704
PH: (479) 442-9350 / batesnwa.com

LEGAL DESCRIPTION FOR RIGHT-OF-WAY VACATION (NORTH STREET & OAKLAND AVENUE):

A PART OF LOTS 1-4, BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, A PART OF LOTS 1 AND 2, BLOCK 3 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE AND A PART OF THE PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE WHICH IS N02°55'56"E 112.47' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 2 OF ROSE HILL ADDITION AND RUNNING THENCE N86°50'37"W 50.00' TO THE WEST PLATTED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N02°55'56"E 49.51' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY N88°19'38"W 149.55', THENCE LEAVING SAID RIGHT-OF-WAY N03°06'21"E 19.30', THENCE S89°03'07"E 185.37', THENCE N88°45'09"E 187.60' TO THE SOUTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY S89°21'46"E 48.20' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY NORTH STORER, THENCE ALONG SAID RIGHT-OF-WAY S03°02'44"W 19.80' TO THE EXISTING SOUTH RIGHT-OF-WAY OF WEST NORTH STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N18°07'22"W 17.32' TO AN EXISTING REBAR, S83°29'04"W 199.93' TO AN EXISTING REBAR, S01°25'59"W 35.00', N89°13'57"W 18.52' TO THE EAST PLATED RIGHT-OF-WAY OF NORTH OAKLAND AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S02°55'56"W 15.60' TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

R/W VACATION EXHIBIT



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 03°02'44" W	19.80'
L2	N 18°07'22" W	17.32'
L3	N 89°13'57" W	18.52'
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RECORDING NUMBER/DATE

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
- BOUNDARY LINE (MEASURED)
- BOUNDARY LINE (EXISTING)
- FORTY LINE/ TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- M.S.P. RIGHT-OF-WAY
- RIGHT-OF-WAY TO BE VACATED
- SEWER LINE
- FOUND 1/2" REBAR
- COMPUTED POINT

BATES Engineers • Surveyors
7230 S. Pleasant Ridge Dr • Fayetteville, Arkansas 72704 • 479.442.9309

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FOR USE AND BENEFIT OF:
JORDAN GROUP LLC

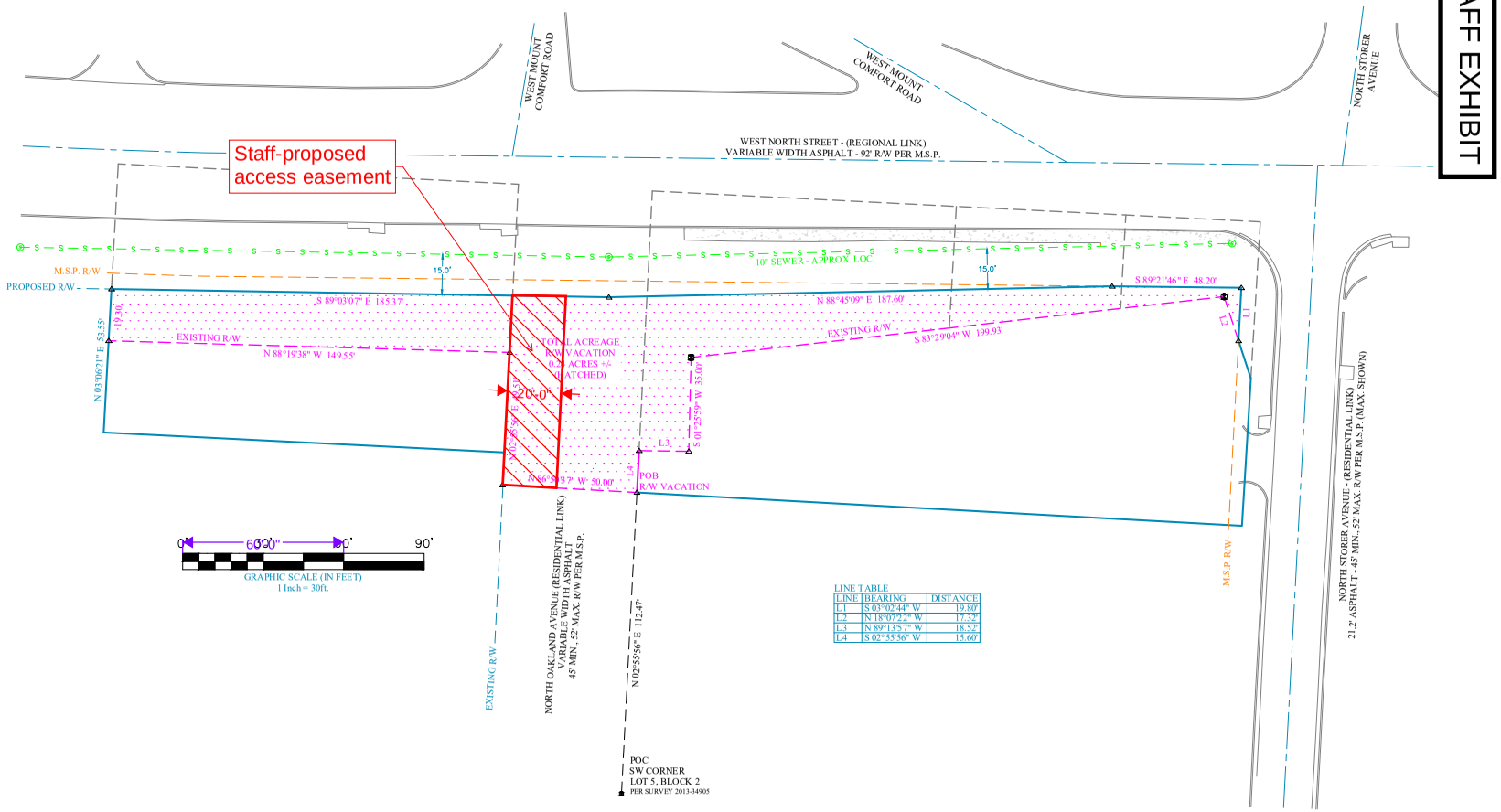
ADDRESS:
NORTH STORER STREET & STORER AVENUE
FAYETTEVILLE, ARKANSAS

DATE: 12/03/24 | SCALE: 1"=30'
LOCATION: BLOCK 2, ROSE HILL ADDITION
SURVEYED: XX | DRAFTED: AH
DRAFT DATE: XX
REVIEWED: XX
COA #135

DRAWING #24-251EXHIBIT

R/W VACATION EXHIBIT

STAFF EXHIBIT



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FOR USE AND BENEFIT OF:
JORDAN GROUP LLC

ADDRESS: NORTH STREET & STORER AVENUE FAYETTEVILLE, ARKANSAS

DATE: 12/03/24 | SCALE: 1"=30'
LOCATION: BLOCK 2 ROSE HILL ADDITION
SURVEYED: XX | DRAFTED: AH
DRAFT DATE: XX
REVIEWED: XX
COA #135

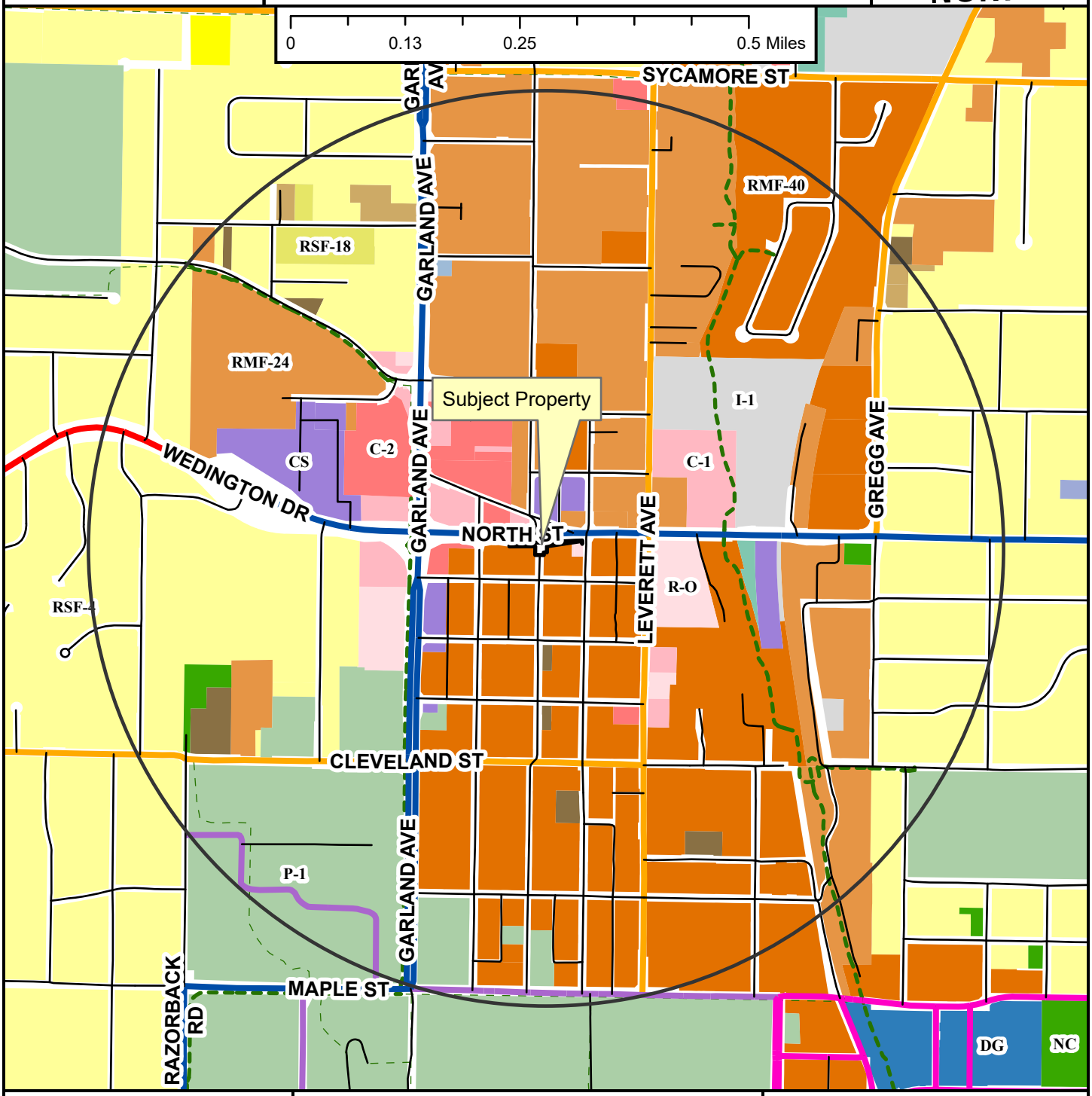
DRAWING #24-251EXHIBIT

VAC-2024-0027

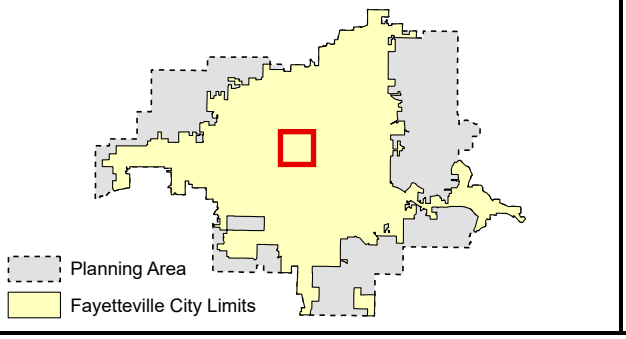
One Mile View

903 W. NORTH ST

NORTH



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

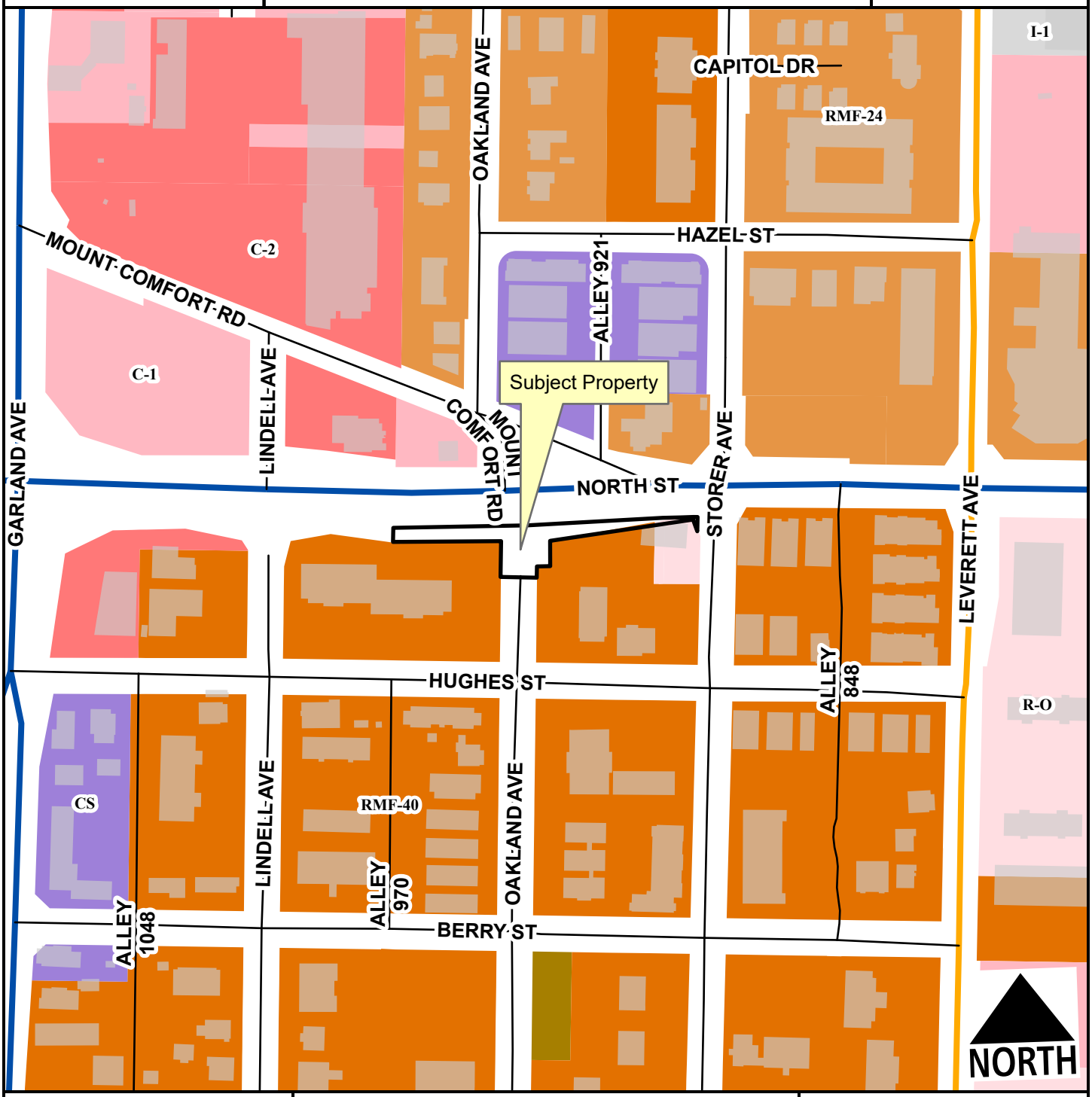
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

VAC-2024-0027

Close Up View

903 W. NORTH ST



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

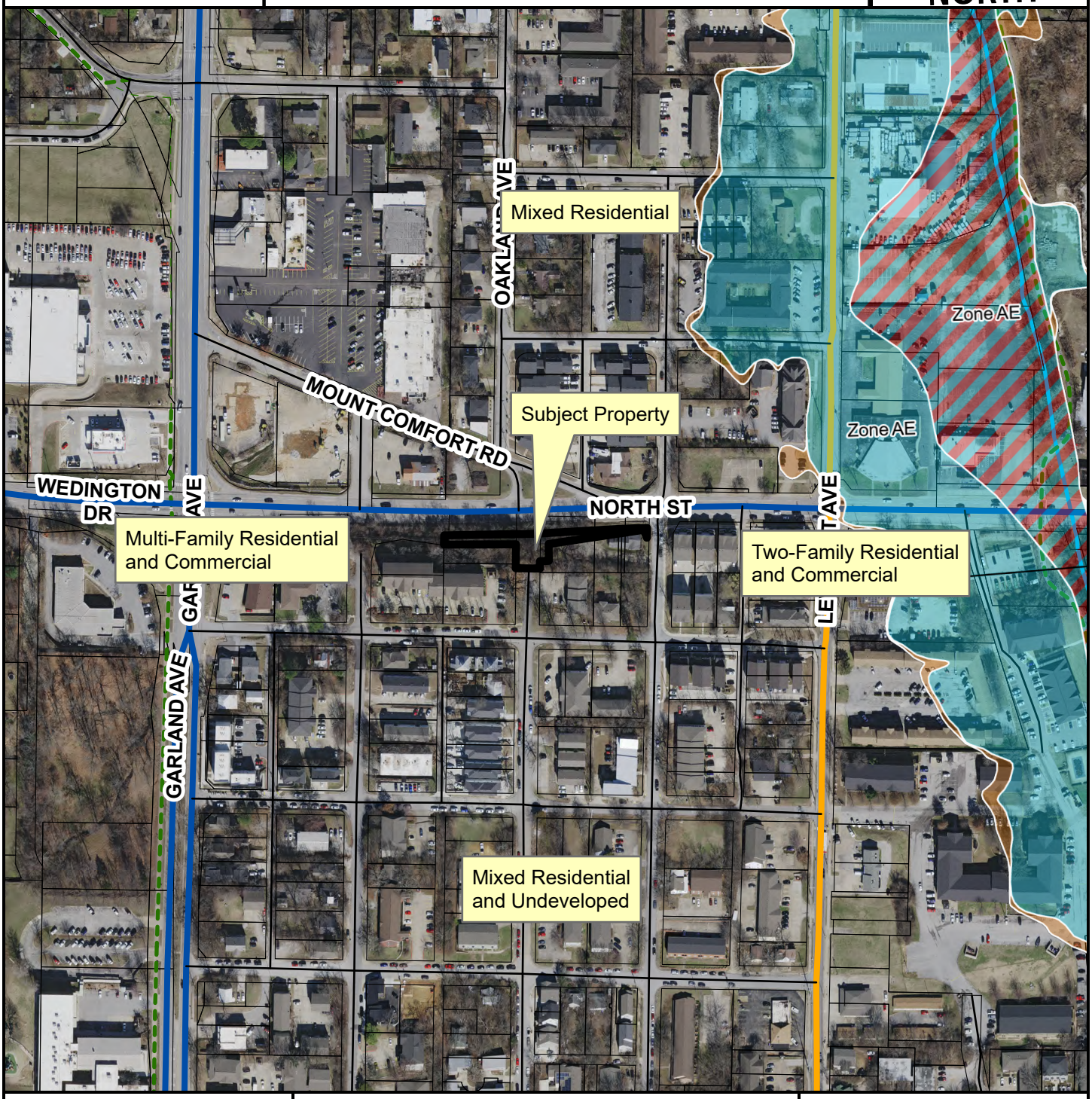
- RI-U
- RMF-24
- RMF-40
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-1
- C-2
- Community Services

VAC-2024-0027

Current Land Use

903 W. NORTH ST

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-151

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **PZD-2024-0008: Planned Zoning District (19 E. 19TH ST/THE FARM AT SOUTH SCHOOL, 602): Submitted by ECOLOGICAL DESIGN GROUP for property located at 19 E. 19TH ST. in WARD 1. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL, RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 22.67 acres. The request is to rezone the property to a planned zoning district.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in south Fayetteville at the east end of E. 19th Street and is approximately 3/10ths of a mile east of S. School Avenue. Currently developed with a residential structure and associated outbuildings, the property has recently applied for and received a business license for a small brewery. The property contains a total of six parcels that are zoned I-1, Heavy Commercial & Light Industrial, RI-12, Residential Intermediate, 12 Units Per Acre, and RMF-24, Residential Multi-Family, 24 Units Per Acre. The southern portion of the property is within the Hillside/Hilltop Overlay District.

Proposal: The applicant requests to rezone the property to a Planned Zoning District with three planning areas, as described below:
- Planning Area 1 – 7.27 acres: The intention of this area is to provide commercial and agricultural uses, with a proposed microbrewery, event space, and small pasture areas for grazing animals.
- Planning Area 2 – 8.54 acres: This planning area is intended to be a recreational and commercial area that incorporates uses such as a small stage for acoustic events, walking trails, and a pavilion.
- Planning Area 3 – 6.86 acres: This planning area is intended to protect natural areas on the site and allow for passive recreational uses such as cabins for overnight stays.

Public Comment: Staff received one inquiry about the proposal from an adjacent neighbor prior to the Planning Commission meeting. After viewing the proposed plans, the individual expressed little concern with the proposal. Two members of the public spoke in favor of the request at the meeting, but had concerns generally about the 19th Street extension on the master street plan.

Land Use Compatibility: Staff finds the applicant's request to be compatible with the surrounding area. The proposed planned zoning district would marry a combination of agricultural, commercial, and passive outdoor

recreational space into one site at a scale that is compatible with surrounding land uses. The area in question is just over a mile away from the Fayetteville Square, but is surrounded by low-density residential, former industrial sites, and undeveloped land. The applicant has taken care to provide three separate planning areas for consideration, to reflect the existing land uses on the site, the existing topography, and the natural landscape. Planning Area 1, which is the highest intensity use, incorporates a microbrewery, restaurant, event space, and pasture spaces for grazing animals. Planning Area 2 proposes the potential for outdoor music, walking trails, and is more passive, recreational in nature. Planning Area 3 features the lowest intensity uses, with a few cabins for overnight stays, and primarily outdoor recreational uses. Staff finds that given the topography, surrounding uses, and natural features on site, the proposed uses are compatible. The proposed height allowances and building setbacks are also in line with what might be permitted under a more rural zoning district and will not overpower surrounding properties.

Land Use Plan Analysis: Staff finds that the proposed planned zoning district is consistent with the intent of planned zoning districts and the City's adopted land use plans. City Plan 2040's Future Land Use Map designates this property as Rural Residential and those areas are intended to promote and encourage the conservation of woodlands, grasslands, and agricultural lands that are sparsely settled. Staff finds that the proposed plans are in line with the suggestions in the future land use map.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **4-5** for this site. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station 9, S. School Avenue)
- Near Water Main (6" in E. 19th Street)
- Near City Park (Walker Park)
- Near Paved Trail (Town Branch Trail)
- Near ORT Bus Stop (Route 20, School and 19th)

DISCUSSION:
At the January 27, 2025 Planning Commission meeting, a motion to forward with a recommendation of approval passed unanimously (7-0-0). Commissioners Werner and Castin offered the motion and second respectively. Commissioners inquired about future property management and asked staff for clarification regarding the master street plan connection after public comment. They generally viewed the request as a low-impact development, acknowledging necessary infrastructure improvements, and found the request compatible with current and future land use considerations. Two members of the public supported the request but expressed concerns about the 19th Street Neighborhood Link connection on the master street plan, urging its removal.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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

File #: 2025-151

PZD-2024-0008: Planned Zoning District (19 E. 19TH ST/THE FARM AT SOUTH SCHOOL, 602): Submitted by ECOLOGICAL DESIGN GROUP for property located at 19 E. 19TH ST. in WARD 1. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL, RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 22.67 acres. The request is to rezone the property to a planned zoning district.

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2024-008 FOR APPROXIMATELY 22.67 ACRES LOCATED 19 EAST 19TH STREET IN WARD 1

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2024-08 as described in Exhibits "A" and "B" attached to the Planning Division's Agenda Memo and the PZD booklet attached to the Planning Commission Memo which allows the development of 22.67 acres, which includes 7.27 acres of commercial and agricultural uses, 8.54 acres of recreational and commercial uses, and 6.86 acres of natural areas.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2025-151

Item ID

2/18/2025

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

Jonathan Curth	1/31/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

PZD-2024-0008: Planned Zoning District (19 E. 19TH ST/THE FARM AT SOUTH SCHOOL, 602): Submitted by ECOLOGICAL DESIGN GROUP for property located at 19 E. 19TH ST. in WARD 1. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL, RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 22.67 acres. The request is to rezone the property to a planned zoning district.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

Comments:

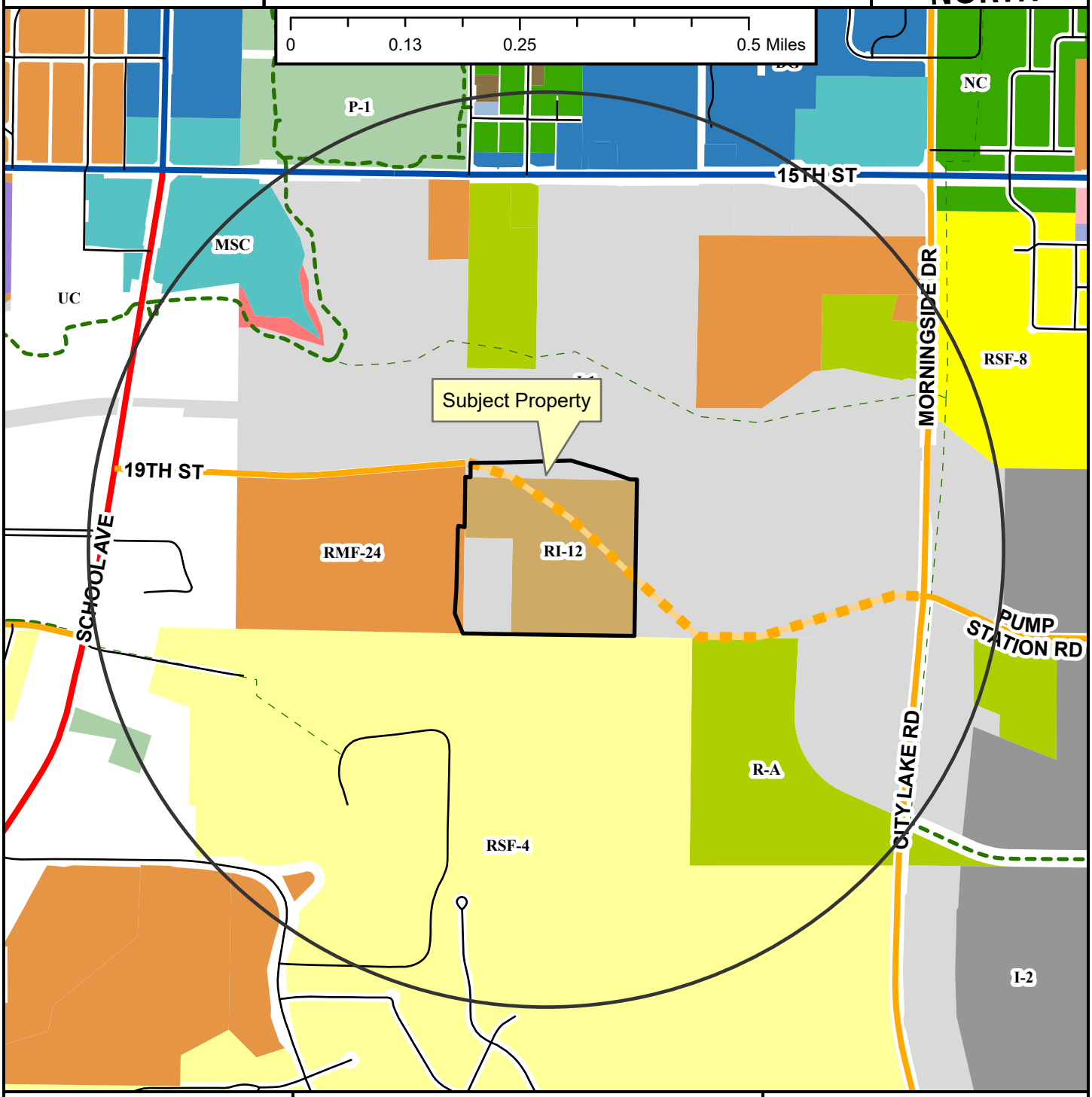
EXHIBIT A

PZD-2024-0008

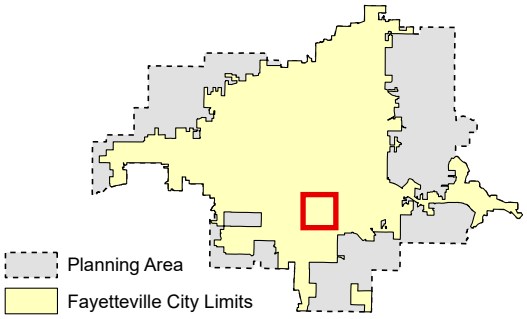
One Mile View

19 E. 19TH ST

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

E | D | G

EXHIBIT B

PROPERTY LEGAL DESCRIPTIONS

PROJECT: The Farm at South School
DATE: December 13th, 2024

PARCEL: 765-15169-001
PT SW SW 1.65 AC DESCRIBED PER FILE 2010-3568: A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING AN EXISTING IRON PIPE; THENCE N01°29'41"E 902.00 FEET ALONG THE WEST LINE OF SAID 40 ACRE TRACT TO AN EXISTING IRON REBAR AT THE NORTHWEST CORNER OF A TRACT OF LAND BELONGING TO DONALD F. ENGLAND AND RECORDED AS LAND DOCUMENT 2005-36652 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS; THENCE S88°28'32"E 30.00 FEET ALONG THE NORTH LINE OF

SAID TRACT OF LAND TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND ADVERSELY POSSESSED BY DONALD F ENGLAND AS REFERENCED IN 102 ARK.APP.154, 283 S.W. 3D 228; THENCE N01°29'41"E 82.40 FEET ALONG THE WEST BOUNDARY OF SAID TRACT TO A POINT IN THE CENTER OF AN EXISTING PRIVATE DRIVE; THENCE S89°48' 14"E 181.17 FEET ALONG THE CENTERLINE OF SAID DRIVE TO A POINT; THENCE N88°57'48"E 397.15 FEET ALONG THE CENTERLINE OF SAID DRIVE TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A ONE HUNDRED (100) FOOT WIDE RAILROAD RIGHT-OF·WAY; THENCE S72°37'45"E 210.82 FEET ALONG SAID RAILROAD RIGHT-OF-WAY LINE TO A POINT; THENCE S69°49'32"E 146.29 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT; THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY LINE, N88°28'32"W 919.25 FEET TO THE POINT OF BEGINNING, CONTAINING 1.65 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

PARCEL: 765-15168-000

PT W/2 SW 3.51 AC FURTHER DESCRIBED FROM 2016-26620 AS: PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 902 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAID FORTY ACRE TRACT AND RUNNING THENCE EAST 450 FEET THENCE SOUTH 350 FEET; THENCE WEST 450 FEET THENCE NORTH 350 FEET TO THE POINT OF BEGINNING. LESS & EXCEPT FROM 2021-40130: PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING #4 REBAR PLS #1005 ON THE WEST LINE OF SAID SW ¼ SW ¼ WHICH IS N01°33'58"E 551.99 FEET FROM AN EXISTING ¾" PIPE MARKING THE SW CORNER OF SAID SW 1/4 SW 1/4 AND RUNNING THENCE ALONG SAID WEST LINE N01°31'29"E 61.54 FEET TO THE INTERSECTION OF SAID WEST LINE AND AN EXISTING FENCE LINE, THENCE LEAVING SAID WEST LINE AND ALONG SAID FENCE LINE THE FOLLOWING: S77°55'45"E 45.75 feet, S74°34'32"E 52.00 FEET TO AN EXISTING FENCE CORNER POST, S20°19'32"W 43.06 FEET, THENCE LEAVING SAID FENCE LINE N88°24'47"W 81.58 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES, MORE OR LESS.

PARCEL: 765-15168-001

PT SW SW 0.11 AC FURTHER DESCRIBED IN 2021-40130 AS: Part of the SW/4 of the SW/4 of Section 22, Township 16 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing #4 rebar PLS #1005 on the West line of said SW/4 SW/4 which is N01°33'58"E 551.99 feet from an existing 3/4" pipe marking the SW corner of said SW/4, SW/4 and running thence along said West line N01°31'29"E 61.54 feet to the intersection of said West line and an existing fence line, thence leaving said West line and along said fence line the following: S77°55'45"E 45.75 feet, S74°34'32"E 52.00 feet to an existing fence corner post, S20°19'32"W 43.06 feet, thence leaving said fence line N88°24'47"W 81.58 feet to the point of beginning, containing 0.11 acres, more or less.

PARCEL: 765-14990-001

PT SE SE 0.54 AC FURTHER DESCRIBED IN 2021-40128 AS: A PART OF THE SE/4 OF THE SE/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN; WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING 3/4 INCH PIPE MARKING THE SE CORNER OF SAID SE/4, SE/4 AND RUNNING THENCE N32°01'47"W 6.22 FEET TO AN EXISTING TREE FENCE REMNANT CORNER, THENCE ALONG SAID FENCE REMNANTS THE FOLLOWING: N21°01'31"W 117.95 FEET, N04°18'16"E 138.82 FEET, N02°27'22"E 131.68 FEET, N01°58'52"E 219.05 FEET, THENCE LEAVING SAID FENCE REMNANTS N11° 59'52"E 16.92 FEET, THENCE S77°55'45"E 35.98 FEET ALONG AN EXISTING FENCE LINE TO THE INTERSECTION OF SAID FENCE LINE AND THE EAST LINE OF SAID SE/4, SE/4, THENCE LEAVING SAID FENCE LINE AND ALONG SAID EAST LINE S01°31'29''W 61.54 FEET TO AN EXISTING #4 REBAR PLS #1005, THENCE CONTINUING ALONG SAID EAST LINE S01°33'58"W 551.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.54 ACRES, MORE OR LESS.

PARCEL: 765-15175-000

PT SW SW 3.48 AC FURTHER DESCRIBED IN 2024-518 AS: Part of the SW/4 of the SW/4 of Section 22, Township 16 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at an existing 3/4" pipe marking the SW corner of said SW/4 SW/4 and running thence along the West line of said SW/4 SW/4 N01°33'58"E 551.99 feet to an existing #4 rebar PLS #1005, thence leaving said West line S88°24'47"E 274.88 feet to an existing #4 rebar PLS #1005, thence S01°33'10"W 551.97 feet to an existing #4 rebar PLS #1005 on the South line of said SW 1/4 SWl/4, thence along said South line N88°24'58"W 275.01 feet to the point of beginning, containing 3.48 acres, more or less.

PARCEL: 765-15167-000

PT W/2 SW 12.81 AC FURTHER DESCRIBED FROM 2016-26620 AS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP SIXTEEN NORTH, RANGE THIRTY (30) WEST, THENCE EAST ALONG THE BOUNDARY LINE OF THE LAST DESCRIBED TRACT 990 FEET THENCE NORTH 902 FEET, THENCE WEST 540 FEET, THENCE SOUTH 350 FEET, THENCE WEST 175 FEET, THENCE SOUTH 552 FEET TO THE POINT OF BEGINNING.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING: January 27, 2025 Updated with final results

SUBJECT: **PZD-2024-0008: Planned Zoning District (19 E. 19TH ST/THE FARM AT SOUTH SCHOOL, 602):** Submitted by ECOLOGICAL DESIGN GROUP for property located at 19 E. 19TH ST. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL, RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 22.67 acres. The request is to rezone the property to a planned zoning district.

RECOMMENDATION:
Staff recommends forwarding **PZD-2024-0008** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **PZD-2024-0008** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:
The subject property is in south Fayetteville at the end of E. 19th Street and is approximately 3/10 mile east of S. School Avenue. Currently developed with a residential structure and associated outbuildings, the property has recently applied for and received a business license for a small brewery. The property contains a total of six parcels that are zoned I-1, Heavy Commercial & Light Industrial, RI-12, Residential Intermediate, 12 Units Per Acre, and RMF-24, Residential Multi-Family, 24 Units Per Acre. The southern portion of the property is within the Hillside/Hilltop Overlay District. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Industrial	I-1, Heavy Commercial and Light Industrial
South	Low-Density Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential Undeveloped	I-1, Heavy Commercial and Light Industrial
West	Undeveloped (University of Arkansas)	RMF-24, Residential Multi-Family, 24 Units per Acre

Proposal: The applicant requests to rezone the property to a Planned Zoning District with three planning areas, as described below:

- **Planning Area 1 – 7.27 acres:** The intention of this area is to provide commercial and agricultural uses, with a proposed microbrewery, event space, and small pasture areas for grazing animals.

- **Planning Area 2 – 8.54 acres:** This planning area is intended to be a recreational and commercial area that incorporates uses such as a small stage for acoustic events, walking trails, and a pavilion.

- **Planning Area 3 – 6.86 acres:** This planning area is intended to protect natural areas on the site and allow for passive recreational uses such as cabins for overnight stays.

Public Comment: To date, staff has received one inquiry about the proposal from an adjacent neighbor. After viewing the proposed plans, the individual expressed little concern with the proposal.

INFRASTRUCTURE:

Streets: This property has frontage to E. 19th Street at the northwest corner. From S. School Avenue to this property, E. 19th Street is an unimproved residential link with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. There is an existing dead end 6-inch watermain present in E. 19th Street at the northwest corner of this property. There is also a 24-inch water transmission main present along the south property line, but no connections shall be made to this line to protect the City's water distribution system. For fire protection purposes, the minimum waterline size is a looped 6-inch line or a dead end 8-inch line. The developer shall upgrade the 6-inch watermain in E. 19th Street to its connection with the 8-inch watermain along S. School Avenue at time of development, approximately 1,980 linear feet offsite.

Sewer: Sanitary sewer is not available to the subject area. Due to surrounding topography and other natural features, it is not feasible to provide gravity sewer to this property. To provide sanitary sewer service, the developer will have to install a private lift station on their property. The force main from this lift station shall run along E.19th Street within a 20-foot-wide private sewer service line easement, not overlapping any public utility easements or right-of-way, then connect to a new public manhole on the east side of S. School Avenue. Gravity sewer shall then extend across S. School Avenue to connect to the existing 8-inch sewer line on the west side of the street. This will include approximately 1,980 linear feet of offsite private force main and 100 linear feet of public gravity sewer main.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 2,680 linear feet downstream of this property.

Drainage: No portion of the subject property lies within a FEMA floodplain, nor is there a protected stream or hydric soils on the property. However, the approximate southern half of the property lies within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Fire: Station 9, located at 2250 S. School Avenue, protects this site. The property is located approximately 0.7 miles from the fire station with an anticipated drive time

of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

The fire department has met with the development designers and has expressed some concerns about this project. Some of the issues are as follows:

- 19th Street is a street in poor condition and does not meet the requirements for a fire access due to the width.
- The street is a dead end and there are no current plans to extend the street through to another access point, this requires the street to be widened per the fire code.
- The water supply for fire hydrants is not sufficient for what is proposed to be built in the area; the water supply must be improved to meet the fire code requirements.

Police: The Police Department did not comment on this request.

Tree Preservation:

The existing zoning districts of I-1, Heavy Commercial and Light Industrial, RI-12, Residential Intermediate, 12 Units per Acre, and RMF-24, Residential Multi-Family, 24 Units per Acre, require **15%, 20%, and 20% minimum canopy preservation, respectively.** The proposed PZD will require **25% minimum canopy preservation, and 30% canopy preservation in areas within the Hillside-Hilltop Overlay District.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Rural Residential.**

Rural Residential Areas recognize existing low-density large lot development but are identified to encourage the conservation and preservation of woodlands, grasslands, or agricultural lands that are sparsely settled. These areas may or may not have adequate street and water infrastructure or public services, such as police and fire protection to support urban or suburban densities and development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **4-5** for this site with a weighted score of **5.5** at the highest level. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station 9, S. School Avenue)
- Near Water Main (6" in E. 19th Street)
- Near City Park (Walker Park)
- Near Paved Trail (Town Branch Trail)
- Near ORT Bus Stop (Route 20, School and 19th)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the applicant's request to be compatible with the surrounding area. The proposed planned zoning district would**

marry a combination of agricultural, commercial, and passive outdoor recreational space into one site at a scale that is compatible with surrounding land uses. The area is question is just over a mile away from the Fayetteville Square, but is surrounded by low-density residential, former industrial sites, and undeveloped land. The applicant has taken care to provide three separate planning areas for consideration, to reflect the existing land uses on the site, the existing topography, and the natural landscape. Planning Area 1, which is the highest intensity use, incorporates a microbrewery, restaurant, event space, and pasture spaces for grazing animals. Planning Area 2 proposes the potential for outdoor music, walking trails, and is more passive, recreational in nature. Planning Area 3 features the lowest intensity uses, with a few cabins for overnight stays, and primarily outdoor recreational uses. Staff finds that given the topography, surrounding uses, and natural features on site, the proposed uses are compatible. The proposed height allowances and building setbacks are also in line with what might be permitted under a more rural zoning district and will not overpower any existing surrounding property.

Land Use Plan Analysis: **Staff finds that the proposed planned zoning district is consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates this property as Rural Residential and those areas are intended to promote and encourage the conservation of woodlands, grasslands, and agricultural lands that are sparsely settled. Staff finds that the proposed plans are in line with the suggestions in the future land use map.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that the proposed rezoning is justified at this time. The planned zoning district would allow for development that is compatible with existing, current land use surroundings as well as future land use goals of creating a rural residential area.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed zoning district may impact traffic and congestion, but likely less than the current zoning, which could allow up to 12 units per acre and industrial uses. Few traffic incidents have been reported at the W. 19th Street and S. School intersection. Any required street improvements to 19th Street will be evaluated during development, including at least some widening to meet fire code and construction of a portion of the W. 19th Street master street plan extension.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed PZD has the potential to increase the load on public services when considering that the property has limited access to water and sewer at this time, and several upgrades and extensions to water and sewer mains**

would be required. The applicant has been working with City of Engineering staff to find a solution to water and sewer provision, which is indicated above. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

<u>§ 161.35. Planned Zoning Districts (PZD)</u>

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development~~s~~ whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

(1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
(2) *Compatibility.* Providing for compatibility with the surrounding land uses.
(3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
(4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
(5) *No negative impact.* Does not have a negative effect upon the future development of the area;
(6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
(7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
(8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
(9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
(10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
(11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: **Staff finds the proposed PZD meets the criteria in 161.35 for Planning Zoning Districts. The proposal offers a flexible approach to land use for a unique property, considering the natural landscape and surrounding area. It also provides ample open space, exceeding standard zoning requirements, while minimizing disruption to existing features. By placing certain uses conditionally, such as outdoor music and campgrounds, staff also recognizes that the applicant does not violate any other recognized zoning consideration.**

RECOMMENDATION: Staff recommends forwarding **PZD-2024-0008** to City Council with a recommendation of approval and with the following conditions:

Conditions of Approval:

1. Associated development will be required to provide adequate access for water, sewer, and emergency services; and

2. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	☒ **Forwarded**	❒ **Tabled**	❒ **Denied**
Meeting Date: **January 27, 2025**	with a recommendation of approval; with all conditions as recommended by staff.		
Motion: Werner			
Second: Castin			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:
- Applicant Request Letter
- PZD Booklet
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map

ECOLOGICAL DESIGN GROUP
120 South Izard Street 216 W Birch Street
Little Rock, AR 72201 Rogers, AR 72756

E | D | G

From: Shannon Norman

Date: December 13, 2024

Re: The Farm at South School

Ecological Design Group, (EDG) is submitting this cover letter for the City of Fayetteville to describe The Farm at South School Development project.

Owner Information:

Owner: Wes Mickel

Address : 19 East 19th Street, Fayetteville, AR 72701

Project Description:

The Farm at South School master plan seeks to create a unique development that offers nature-based hospitality, event hosting, and agricultural experiences while being in close proximity to the heart of downtown Fayetteville and trail networks. The character of the buildings and offerings are influenced by the culture and natural beauty of the Ozarks and the vibrant and varied community of Fayetteville. The intention of applying for a PZD is to allow flexibility during the development process due to the nature of the master plan programming, the patchwork of current property zoning regulations across all parcels, and existing non-conforming infrastructure. These three situations are all current barriers to the development of the property, and would be alleviated with a PZD zoning.

If you need any additional information or have any questions, please do not hesitate to contact me by phone at (501) 282.2567 or by email at snorman@ecologicaldg.com.

Sincerely,

Ecological Design Group

Shannon Norman

The Farm at South School

PZD Application Booklet

Planning Commission
January 27, 2025

A. Current ownership information (landowner/applicant and representative if applicable) and any proposed or pending property sales.

1. Parcel **765-15169-001**
- Landowner: SIA ABR LLC
- Owner's Representative: Wes Mikel
- Applicant: Shannon Norman, Ecological Design Group

2. Parcel **765-15168-000**
- Landowner: SIA ABR LLC
- Owner's Representative: Wes Mikel
- Applicant: Shannon Norman, Ecological Design Group

3. Parcel **765-15167-000**
- Landowner: SIA ABR LLC
- Owner's Representative: Wes Mikel
- Applicant: Shannon Norman, Ecological Design Group

4. Parcel **765-15175-000**
- Landowner: JCS FAYETTEVILLE PROPERTY LLC
- Owner's Representative: Wes Mikel
- Applicant: Shannon Norman, Ecological Design Group

5. Parcel **765-14990-001**
- Landowner: JCS FAYETTEVILLE PROPERTY LLC
- Owner's Representative: Wes Mikel
- Applicant: Shannon Norman, Ecological Design Group

6. Parcel **765-15168-001**
- Landowner: JCS FAYETTEVILLE PROPERTY LLC
- Owner's Representative: Wes Mikel
- Applicant: Shannon Norman, Ecological Design Group

Please note that Parcels 4, 5 and 6 have been combined into one lot. This was a recent lot combination, approved by the city of Fayetteville as PLA-2024-0020 and not yet reflected in GIS.

B. Summary and Description of the scope, nature and intent of the proposal.

1. The Farm at South School development seeks to create a unique development that offers nature-based hospitality, event hosting, and agricultural experiences while being in close proximity to the heart of downtown Fayetteville and trail networks. The character of the buildings and offerings are influenced by the culture and natural beauty of the Ozarks and the vibrant and varied community of Fayetteville. More detail on the architecture is included in #8. The intention of applying for a PZD is to allow flexibility during the development process due to the site programming, the patchwork of current property zoning regulations across all parcels, and existing non-conforming infrastructure. These three situations are all current barriers to the development of the property, and would be alleviated with a PZD zoning.

C. General Project Concept:

1. *Street and Lot Layout* - A proposed extension of 19th is shown across the northern property boundary of the site, and turns South along the eastern property boundary, where it exits the development at the location shown on the Fayetteville Master Street Plan. Along this 19th St route, there are three driveways proposed that service the development. The "entry" driveway is located in the northwestern corner of the property and leads to the brewery/restaurant and a small parking area. The second driveway, located near the northeastern corner of the property, is intended for mostly parking and service access for the larger events that will take place on the site. The third driveway is a minor driveway, located near the point at which the 19th st extension exits the property to the East. This driveway is intended for service and emergency access only for the cabins.

2. *Site Plan Showing Proposed Improvements*

1" = 175'

Program

1. 19th St Extension
2. Orchard
3. New Retention Pond
4. Event Lawn
5. Overnight Guest & EventParking
6. Brewery
7. Axial Promenade
8. "Shale Pit" Pavilion Feature
9. Walking Trails
10. Overnight Guest Cabins
11. Deck/Arbor Feature
12. Sediment Forebay
13. Cart Paths
14. Fishing Dock
15. Small Lawn for Grazing Animals or Smaller Functions
16. Multi-Purpose Lawn
17. Small Stage for Acoustic Events or Demonstrations
18. Fire/Service Access
19. Native Meadow
20. Large Berm for Privacy Screening
21. Fire Pit/Overlook
22. Event Barn
23. Future Phase Parking for Restaurant Expansion
24. Greenhouses

3. *Buffer Areas* - There will be a buffer area of at least 50′ on the North, East, and South sides of the property from the property line to the proposed structures. Currently, the structures proposed range in distance from 50′-140′ from the property line on those three sides. On the western side, due to an existing building that will be renovated, there will be a smaller buffer of 10′ between the structure and the property line.

Key

Buffer Zones

Property Line

4. *Tree Preservation Areas*

Key

- Tree Preservation Areas
- Property Line

1" = 175'

5. *Storm Water Detention Areas and Drainage*

Key

- Detention Areas
- Property Line
- Drainage Routes

1" = 175'

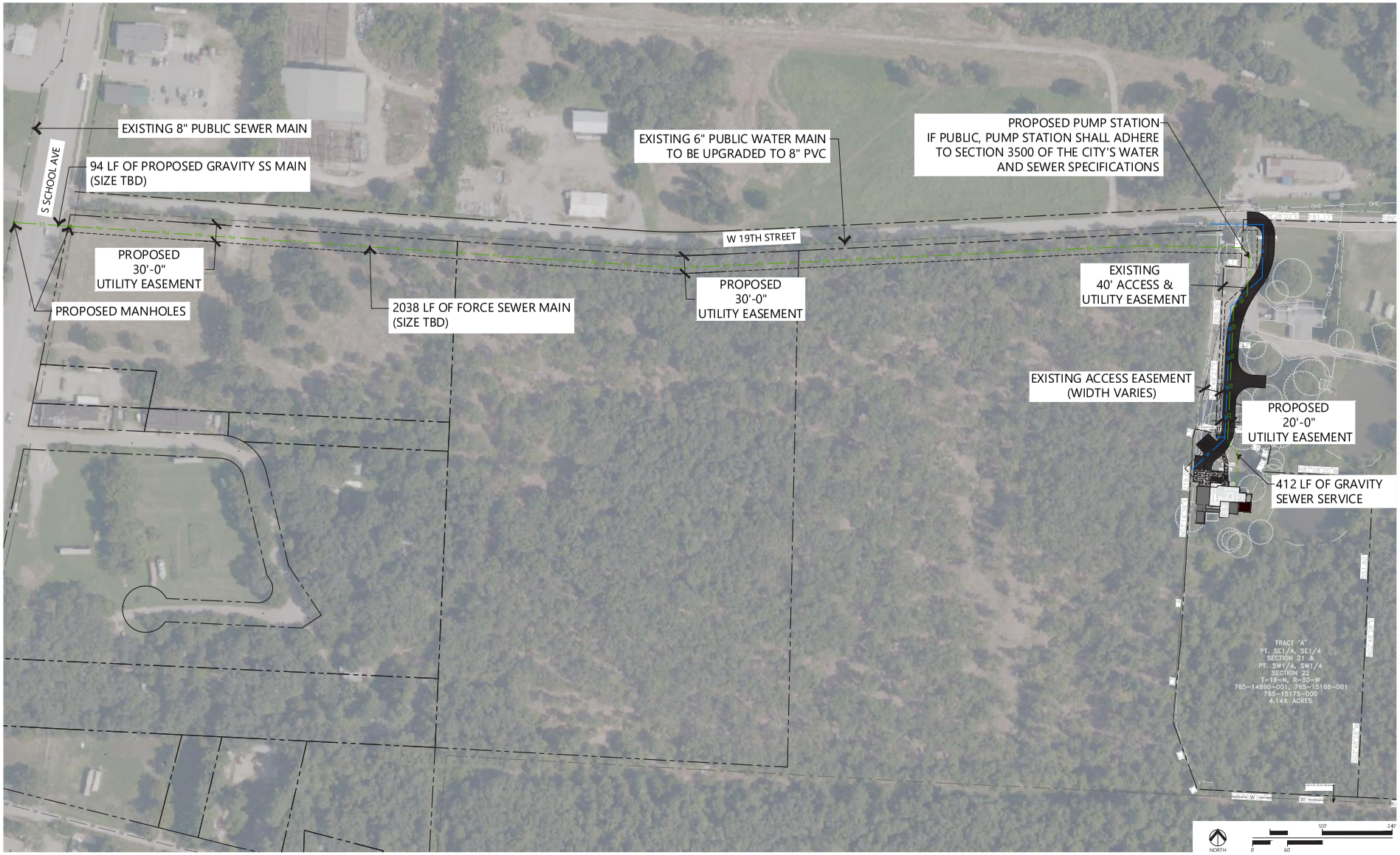
6. *Undisturbed Natural Areas*

Key

- Undisturbed Natural Areas
- Property Line

1" = 175'

7. *Existing and Proposed Utility Connections and Extensions*



8. Development and Architectural Design Standards

The Farm at South School, an in-town Fayetteville destination, draws imagery from the land, local history, and traditional forms of the Ozarks. It provides a place to gather, eat, and rejuvenate in a natural, small-scale agricultural setting. This project recalls the laid-back, informal places that have helped shape Fayetteville's identity, many of which have been lost over time. This new development strives to recapture a feeling of discovery - the experience of arriving at an unexpected place that is authentic to Fayetteville.

This project is a working landscape set within surrounding woodlands and punctuated by ponds. It will have an orchard, gardens, greenhouses, and the accessory structures of a small farm. This setting will include a small restaurant and microbrewery. A gathering structure will accommodate events for groups. An outdoor destination space with seating and fire pit will provide a place to gaze at the stars and convene with new and old friends. Woodland cabins will offer space for overnight accommodations. Existing ponds are integral to the experience of the place. A pond structure with a boardwalk along one edge is part of the plan – a place to be near the water. The Farm at South School will be a place to enjoy a relaxed and natural environment, right in town.

Shale is a geological characteristic of the site, and the site includes the remnants of a shale quarry that was mined to create railbeds for the historical St Paul Railroad line. This locally sourced crushed shale makes up most of the project's outdoor horizontal surfaces, and the various built and natural environments of The Farm will be connected by shale paths and terraces bounded by locally sourced sandstone.

View and natural light are design drivers for The Farm at South School. A north facing hillside dominates the southern half of the site, and there are views of Fayetteville to the north and northwest. This visual connection to Fayetteville is important and will inform the orientation of built elements. Structures will have sloped roofs that are adapted to capture natural light via south-facing windows, and the spaces with access to views will have windows and outdoor spaces oriented toward Fayetteville's downtown and the south face of Mt. Sequoyah.

Simple building forms constructed of regional masonry, rough sawn wood, steel details, substantial walls, operable windows, and pitched roofs comprise the architectural vocabulary of South School. Careful coordination of these materials and details will establish a common and consistent language that is expressed throughout the architecture. The design of of the buildings will be modern, inspired and informed by traditional, regional forms and details.

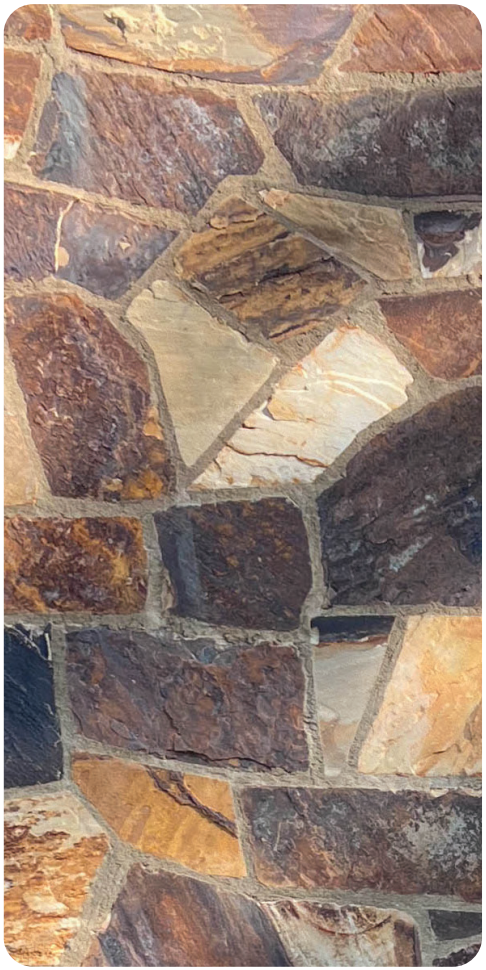
9. Building Elevations and Imagery

1. Epoch Tasting Room, Templeton, CA - Lake|Flato Architects
2. FarmED, Cotsworlds, UK - Timothy Tasker Architects
3. Soho Farmhouse, Oxfordshire, UK - Michaelis Boyd
4. Alexander Vineyards, Fredericksburg, TX
- Lake|Flato Architects

Material Regional Inspiration

Eastern Red Cedar

Local Masonry



Architectural Glazing

Screening

9. Building Elevations and Imagery

Brewery - concept imagery

Front approach

Overlooking ponds

9. Building Elevations and Imagery

1. Stoneflower, Heber Springs, AR - Fay Jones
2. Soho Farmhouse, Oxfordshire, UK - Michaelis Boyd
3. Private residence - Cy Sutherland
4. Private residence - ParkCo Architects

Dog trot
Simple forms

Cabin concepts by ParkCo Architects

Deep porches
Wrap around decks

D. Proposed Planning Areas (PA's), described in this booklet and depicted on Sheet 2 of the site plan information. (PA's are those areas within a master plan (MP) designated with specific zoning standards, as required herein. Any number of PA's may be allowed within an MP, subject to approval by the City Council).

The site is divided into 3 proposed planning areas: an Agri-Commercial Area, a Recreational Area, and a Natural Area.

Key

- 1. Agri-Commercial (25% minimum canopy preservation)
- 2. Recreational (30% minimum canopy preservation due to HHOD overlay)
- 3. Natural (30% minimum canopy preservation due to HHOD overlay)
- Property Line

E. Proposed Zoning Standards for each PA (listed in the City's UDC zoning format, Chapter 161). See sheet 2 layout for specific information.

The site plans to follow the zoning standards listed below:

PLANNING AREA 1: AGRI-COMMERCIAL

- Permitted uses are as indicated in the Master Plan: Unit 1 city-wide uses by right, Unit 4 Cultural and Recreational Facilities, Unit 13 Eating Places, Unit 6 Agriculture, Unit 7 Animal Husbandry, Unit 45 Small Scale Production
- Conditional uses: Unit 2 city-wide uses by conditional use permit
- Density: N/A
- Bulk and Area Regulations: N/A
- Setback Requirements: Front - 25', Side - 10', Rear - 10'
- Height Requirements: 2 stories maximum height
- Building Area: Not to exceed 40% of lot area

PLANNING AREA 2: RECREATIONAL

- Permitted uses are as indicated in the Master Plan: Unit 1 city-wide uses by right, Unit 12b General Business, Unit 4 Cultural and Recreational facilities
- Conditional uses: Unit 2 city-wide uses by conditional use permit, Unit 35 outdoor music establishments
- Density: N/A
- Bulk and Area Regulations: N/A
- Setback Requirements: Front - 10', Side - 25', Rear - 10'
- Height Requirements: 2 stories maximum height
- Building Area: Not to exceed 25% of lot area

PLANNING AREA 3: NATURAL

- Permitted uses are as indicated in the Master Plan: Unit 1 city-wide uses by right
- Conditional uses: Unit 2 city-wide uses by conditional use permit
- Bulk and Area Regulations: N/A
- Setback Requirements: Front - 35', Side - 35', Rear - 35'
- Height Requirements: 2 stories maximum height
- Building Area: Not to exceed 25% of lot area

F. A chart comparing each Planning Area zoning to the current zoning district requirements (uses, setbacks, density, intensity, bulk and area regulations, etc.).

Existing:

	RI-12: Residential Intermediate	RMF-24: Residential Multi-Family	I-1: Heavy Commercial and Light Industrial
Uses	Units: 1, 8, 9, 10, 41, 44, 46	Units: 1, 8, 9, 10, 26, 41, 44, 46	Units: 1, 3, 4, 5, 6, 13, 16, 17, 18, 21, 22, 25, 27, 42, 46
Conditional Uses	Units: 2, 3, 4, 5, 11, 12a, 24, 25, 36	Units: 2, 3, 4, 5, 11, 12a, 24, 25, 36	Units: 2, 19, 20, 28, 36, 38, 43
Density - Units/Acre	12	24	None
Bulk & Area Regulations: Lot Width Minimum	Manufactured Home Park: 100', Lot w/in manufactured home park: 50', SF: 45', 2Family: 45', 3Family+: 80', Professional Offices: 100'	Manufactured Home Park: 100', Lot w/in manufactured home park: 50', SF: 35', 2Family: 35', 3Family+: 70', Professional Offices: 100'	None
Bulk & Area Regulations: Lot Area Minimum	Manufactured Home Park: 3ac, Lot w/in manufactured home park: 4200sqft, Townhouse Individual Lot: 2500sqft, SF: 4500sqft, 2Family: 6000sqft, 3Family+: 9000sqft, Fraternitiy or Sorority: 2ac, Professional Offices: 1ac	Manufactured Home Park: 3ac, Lot w/in manufactured home park: 4200sqft, Townhouse Individual Lot: 2000sqft, SF: 3000sqft, 2Family: 4000sqft, 3Family+: 7000sqft, Fraternitiy or Sorority: 2ac, Professional Offices: 1ac	None
Land Area per Dwelling Unit	Manufactured Home: 3000sqft	Manufactured Home: 3000sqft	None
Lot Width Minimum	50'-100'	35'-100'	None
Lot Area Minimum	5,000-10,890 SF	2,000 SF - 3 Acres	None
Setback Requirements: Front	25'	25'	25'-50'
Setback Requirements: Side	5'-8'	5'-8'	10'-50'
Setback Requirements: Rear	5'-20'	5'-20'	25'
Building Height Max	2-3 stories, depending on setbacks	2-5 stories, depending on setbacks	None, depending on proximity to boundary
Building Area	Not to exceed 50% of lot area	Not to exceed 50% of lot area	None
Minimum Buildable Street Frontage	50% of lot width	50% of lot width	N/A

Proposed:

	Planning Area 1: Agri-Commercial	Planning Area 2: Recreational	Planning Area 3: Natural
Uses	Units: 1, 6, 7, 13, 4, 45	Units: 1, 4, 12b	Units: 1
Conditional Uses	Units: 2	Units: 35, 2	Units: 2
Density - Units/Acre	N/A	N/A	N/A
Bulk & Area Regulations: Lot Width Minimum	N/A	N/A	N/A
Bulk & Area Regulations: Lot Area Minimum	N/A	N/A	N/A
Land Area per Dwelling Unit	N/A	N/A	N/A
Lot Width Minimum	N/A	N/A	N/A
Lot Area Minimum	N/A	N/A	N/A
Setback Requirements: Front	25'	10'	35'
Setback Requirements: Side	10'	25'	35'
Setback Requirements: Rear	10'	10'	35'
Building Height Max	2 stories maximum height	2 stories maximum height	2 stories maximum height
Building Area	Not to exceed 40% of lot area	Not to exceed 25% of lot area	Not to exceed 25% of lot area
Minimum Buildable Street Frontage	N/A	N/A	N/A

G. An analysis of the site characteristics related to the proposal, including any environmentally hazardous, sensitive or natural resource areas. Describe any natural or man made hazards.

The northern, flatter portion of the site has been used in an industrial manner in the past with the storage of semi-trucks and shop buildings. This area was once covered by gravel and is currently transitioning to mostly non-native grass varieties. This area would be suitable for the most intensive development due to its history of ecological degradation and use. A cluster of specimen trees are located to the East and South of the former gravel area. After a tree health assessment is conducted, the intention is to protect them and incorporate them into the experience of the event spaces.

There is an old shale pit mine in the eastern portion of the site that was once used to harvest shale for base material of the nearby and now abandoned Fayetteville and Little Rock RR, also known as "St. Paul Branch". The shale pit mine creates a unique, private-feeling outdoor "room" on the property that will be used as an outdoor gathering space with an open-air pavilion.

The southern half of the property is wooded with steep topography, several drainage draws, and mostly covered by the hilltop hillside overlay district. This area is the most minimally disturbed and ecologically rich on the property and offers some fantastic views to downtown Fayetteville and the University of Arkansas. Private cabins are proposed in this area to offer a nature-immersion experience. Cabins can be accessed by hiking, cycling or ATVs to limit disturbance to the wooded hillside. Parking will be located in the northern portion of the property where the site is already disturbed from past uses. Emergency vehicle access is still provided to the cabins for code compliance.

The western portion of the property contains existing buildings (dilapidated single family homes) and two ponds. The homes are in poor condition, and one will be demolished while the other will undergo improvements to turn it into a brewery and food commissary that will host up to 3 employees daily and occasionally small groups for tasting events. The ponds are filling with sediment and overrun with invasive aquatic plants. They will be dredged of sediment and native aquatic plants will be introduced to provide balance in vegetation and natural water filtering/cleaning.

H. A description of the recreational facilities, including existing and proposed park sites, open space and accessibility to parks and open space areas.

There are no existing parks or designated public open spaces on site. The proximity of the Razorback Greenway is seen as an exciting opportunity for car-free users. Existing easements and ROWs currently connect the Razorback Greenway to 19th St. at the NW corner of the site. We would like to have conversations with the city about the possibility of creating a trail connection to 19th st at this location as it could eventually extend along the future 19th st. to the Saint Paul Trail that currently dead-ends at S City Lake Rd. See diagram next page.

Diagram of Nearby Trails Inventory and Potential Linkage Opportunities

1" = 750'

I. Reason (need) for requesting the zoning change.

There are three main reasons we are requesting the zoning change:

1. Currently the site falls into 3 zoning categories, which makes development of a unified site plan tricky with various code regulations for each.

2. There is a building that currently exists on site that is “existing non-conforming” according to current zoning regulations. In oder to allow improvements to the building (renovations to turn it into a brewery), we need to rezone as a PZD.

3. There are several areas of the site that will host gatherings, both indoor and outdoor, and we were recommended to pursue PZD as the most appropriate zoning designation for this development. The intented character of the gatherings include: yoga workshops, artist workshops, acoustic instrument workshops, weddings, holiday markets, corporate events, acoustic performances, etc.

J. Statement of how the development will relate to existing and surrounding properties in terms of land use, traffic, appearance, and signage.

Land Use - The experience of this land is one of discovering a secret garden in an urban setting. The wooded hillside feels much farther out of town, yet it is 5 minutes from downtown Fayetteville and the University of Arkansas. We see this development as compatible with the surrounding parcels/land use due to the secluded nature of the property and distance from high-density residential areas. The University of Arkansas owns the property to the west (RMF-24) and does not currently have any plans to develop it. The properties to the North and East of the site are zoned I-1 and consist of quiet and clean living/shop building/storage facility situations spaced out on large lots. The properties to the South of the site are zoned RSF-4 and currently include large tracts of wooded land without many residences except for one near the SE corner of the 19th st development, which is the corner proposed to be free of development.

Traffic - Most of the time, use of this site will be limited to a small population of overnight stays and day-use visitors. The entrance will be located off 19th st. Employees will constitute much of the day-to-day traffic and are estimated to be between 3-7 people. Small events like workshops or corporate parties could include up to 15-30 people. Larger events like weddings could include up to 100 people with an extra 15 for the service team. 19th st is not a road that connect homes and the traffic would not impact any residential areas. With the master plan as designed, we are showing an extension of 19th st, designated as a “Neighborhood Link” according to the City of Fayetteville master street plan, which is a two-way street with a 10’ parking lane on one side. While we will provide enough parking on site for events up to 100 people, this parking lane will be useful

as a resource for occasional spillover parking. We are proposing two driveways on the development: One at the NW corner, which will serve as the primary driveway to the brewery/restaurant with a small parking lot, and another further to the east along 19th st that will serve as the service driveway and event parking lot.

Appearance - The appearance of this development will be greatly improved from its existing state. There are several defunct buildings and abandoned vehicles, trailers, and busses that will be either demolished, removed or remodeled. From the street perspective of 19th st, an apple orchard will be visible, as well as a gently-sloping berm covered in a variety of screening trees. There will be a parking lot on the NW corner of the site that will also be surrounded by a variety of shrubs and trees to visually tuck it into the forest.

Signage - There will be a sign at the primary driveway entrance to signify to visitors that they have arrived, as well as smaller wayfinding signs throughout the development to direct vehicles and pedestrians to specific destinations within the site. The signs will be lower profile and feature natural materials that align with the Ozark-ecology aesthetic of the site. In keeping with the original feeling of the site as being a secret garden one discovers in an urban setting, the signs will be subtle, yet clear and informative.

K. Statement of the project's compliance with the Fayetteville Comprehensive Land Use Plan.

This development acknowledges the Master street plan 2040 by including a proposed route for the 19th St extension. In all three versions of the Future Land Use Map 2040 (Alternative 1, 2 & 3), this property is shown as a "Rural Area". This is aligned with the master plan design in that the nature of the rural-quality of the property will not change. This development will offer experiences that a "rural" property could also offer: immersion in nature, agricultural offerings, fishing or other pond activities, and woodland trails.

L. A traffic study when required by the Planning/Engineering Divisions (consult with staff prior to submittal).

Traffic study will be provided if required.

M. Impacts on City services, including the availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

The plan for sewer access is to build a 2038 LF forced main line (size TBD) from the development property to South School Avenue. There will also be a proposed manhole on the Eastern side of South School to connect the forced main line to a gravity SS main that will run across South School and connect to another proposed manhole across the street.

The plan for water is to upgrade the existing 6" water main to an 8" water main through collaboration with the city.

N. Conceptual Description of Development Standards, Conditions and Review Guidelines

1. Screening and Landscaping

The proposed development will strive to maintain as much existing tree canopy as possible. For the brewery/restaurant, there will be landscape screening between it and the property to the west (zoned RMF-24) since the building lies 10' off the property line. For event privacy and 19th st noise reduction, there will be a planted berm along the northern edge of the property.

2. Traffic and Circulation

19th St is designated as a "Neighborhood Link" road in the city of Fayetteville Master Street Plan. With two lanes and one parallel parking edge, this should be enough to support the uses of the development. Peak traffic use will be during larger events.

3. Parking Standards

The development will include 58 parking spaces, with flexibility to add more. Parallel parking along 19th St will add another 34 spaces to the northern stretch of road. For activating parts of the development further from the parking lots, small maintenance vehicles can shuttle people and belongings to more private, wooded areas.

4. Perimeter Treatment

There will be a generous buffer zone between this development and the surrounding properties. Since the development needs to accommodate a 19th St extension per Fayetteville's MSP, we are proposing to push it to the North and East edges of the site to limit disturbance to the cohesive nature of the development. The southern and western edges will remain wooded, however a portion of the emergency access drive to the cabins will route along the southern edge.

5. Sidewalks

In the Master Plan design, we have included a sidewalk along the southern edge of the 19th St extension, which will capture the parallel parking spaces and feed into the development. A hierarchy of soft-surface trails are proposed for walking, biking and small service vehicles. Paved trails and boardwalks will also connect higher-use buildings and spaces throughout the site.

6. Streetlights

The design of any streetlights and sight lighting will come with further design development after city zoning approvals and in the permitting process for individual phases.

7. Water

Water service will be upgraded as needed (see prior utility descriptions) to accommodate all the needs for this development, including the cabins, event spaces, orchard/greenhouses, the restaurant/brewery, and fire suppression needs. The development team will work with the City of Fayetteville to collaborate on the best solution for water access.

8. Sewer

The site will include a forcemain pump and grinder for all the wastewater on site, then sent west along 19th st and connect to the city's sewer infrastructure along S. School Ave. Wastewater calculations will include cabins, all bathrooms and kitchens for the event spaces, and the restaurant and brewery.

9. Streets and Drainage

On-site stormwater drainage will be accommodated by the three ponds, with the lower pond having a sediment forebay for pre-treating stormwater and catching sediment. Pre-development stormwater calculations will match post-development stormwater calculations. For parking areas on site, low-impact stormwater techniques will be prioritized by using permeable paving and bioswales where feasible. City of Fayetteville drainage standards will be met or exceeded.

10. Construction of Nonresidential Facilities

The development team will work with the City of Fayetteville to ensure all buildings meet or exceed building safety requirements as the design phases progress through the Large Scale Development review process.

11. Tree Preservation

The existing trees are seen as one the greatest assets of this property, and will be protected and preserved wherever possible. The most intensive elements of this development have been proposed in areas without or with very few trees, and roads/paths are proposed in open areas or where previous roads were graded. The "Natural" and "Recreational" zoning areas include existing HHOD areas, and will be subject to 30% minimum canopy preservation.

12. Architectural Design Standards

The standards for architecture throughout the site are inspired by historic Ozark building materials and sensitivity to the immediate surroundings, blending in with the woods and natural areas. See description #8 on page 9.

13. Proposed Signage (Type and Size)

The design of any signage will come with further design development after city zoning approvals and in the permitting process for individual phases. All signs will adhere to the City of Fayetteville Unified Development Code. The signs will be subtle and viewable only in close proximity to the site.

14. View Protection

The development will be tucked well within the forest on the East, South, and West sides, and hidden by a berm and dense vegetation on the northern side.

15. Covenants, trusts, and Homeowner Associations

Not Applicable.

O. Response as to how the proposal fulfills the intent/purpose of the Planned Zoning District, as outlined in the attached ordinance.

This development fulfills the intent/purpose of the PZD by:

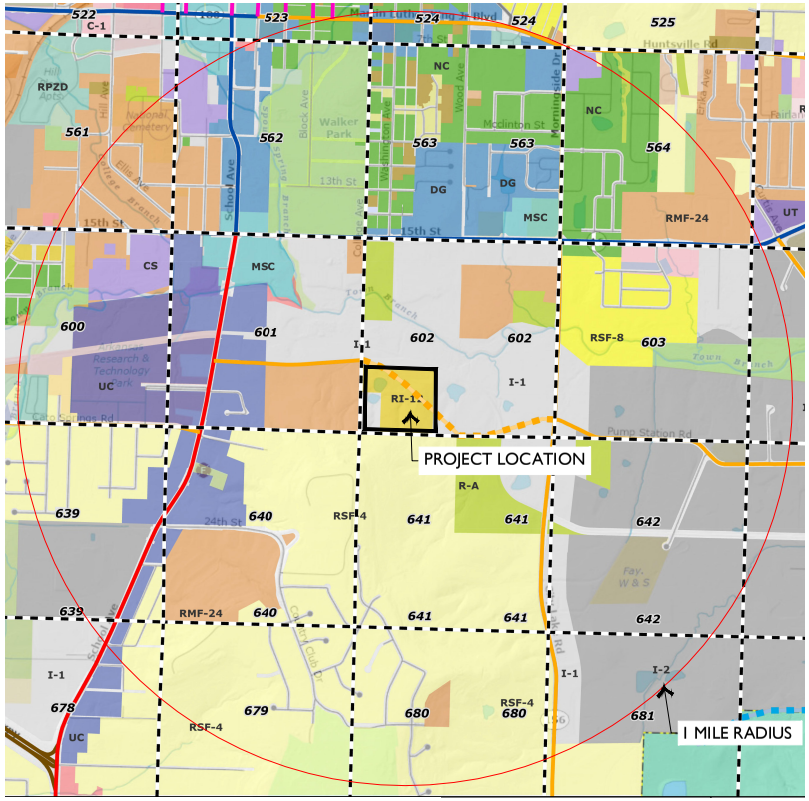
1. **Redevelopment** of a former gravel lot and tractor-trailer storage yard into a functional and economically productive landscape.

2. **Economic Development** through a brewery and restaurant, event space and pavilion rentals, cabin rentals and hospitality.

3. **Cultural Enhancement** by providing opportunities to the community for meaningful outdoor immersion, gathering spaces, and agricultural, culinary, and hospitality experiences.

THE FARM AT SOUTH SCHOOL MASTERPLAN

ADDRESS: 19 EAST 19TH STREET, FAYETTEVILLE, AR 72701
DATE: JANUARY 22, 2025



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1 VICINITY MAP

SCALE: 1" = 800'-0"

NORTH

0' 800' 1600' 3200'

OWNER

PARCELS: 765-15169-001,765-15168-000,765-15167-00
WES MCKEL
JCS FAYETTEVILLE PROPERTY LLC
PO BOX 3507
LITTLE ROCK, AR 72203
501.920.4443

OWNER

PARCELS: 765-15175-000,765-14990-001,765-15168-001
WES MCKEL
SIA ABR LLC
111 CENTER ST
LITTLE ROCK, AR 72201
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SURVEYOR

ALAN REID & ASSOCIATES
118 S. COLLEGE AVENUE
FAYETTEVILLE, AR 72701
ARALANDSURVEY@GMAIL.COM
479.44.8784

PROPERTY DESCRIPTIONS:

ADJUSTED TRACT "A" (PARCELS #765-15175-000, #765-15168-001, #765-14990-001)
A PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21) AND A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-TWO (22), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-ONE (21), SAID POINT BEING AN OPEN TOP PIPE; THENCE THENCE N30°46'01"W 6.22 FEET TO A POINT; THENCE ALONG THE REMNANTS OF AN OLD FENCE, THE FOLLOWING BEARINGS AND DISTANCES:

N19°45'45"W 117.95 FEET TO A POINT;
N05°34'02"E 138.82 FEET TO A POINT;
N03°43'08"E 131.68 FEET TO A POINT;

N03°14'38"E 219.05 FEET TO A POINT; THENCE LEAVING SAID FENCE REMNANT, N13°18'21"E 16.87 FEET TO AN EXISTING IRON REBAR W/PLS CAP 1005; THENCE S76°30'35"E 35.99 FEET TO AN EXISTING IRON REBAR W/PLS CAP 1005 ON THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-TWO (22); THENCE S76°45'38"E 57.97 FEET ALONG AN EXISTING FENCE LINE TO A FENCE POST; THENCE S78°35'30"E 40.32 FEET ALONG SAID FENCE TO A FENCE CORNER POST; THENCE S11°57'21"W 29.72 FEET ALONG SAID FENCE TO A FENCE POST; THENCE S27°37'35"W 17.25 FEET ALONG SAID FENCE TO A POINT; THENCE LEAVING SAID FENCE, S87°08'20"E 189.98 FEET TO AN EXISTING IRON REBAR W/PLS CAP 1005; THENCE S02°48'28"W 551.80 FEET TO AN EXISTING IRON REBAR W/PLS 1005 CAP ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-TWO (22); THENCE N87°09'59"W 275.07 FEET TO THE POINT OF BEGINNING, CONTAINING 4.14 ACRES, MORE OR LESS. THE ABOVE DESCRIBED 4.14 ACRE TRACT HAVING RIGHTS OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS A FORTY (40) FOOT WIDE ACCESS AND UTILITY EASEMENT RECORDED IN DOCUMENT 2021-40131 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 4.14 ACRE TRACT HAVING RIGHTS OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS A THIRTY (30) FOOT WIDE ACCESS AND UTILITY EASEMENT RECORDED IN DOCUMENT 2021-40131 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 4.14 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

PARCELS 765-15167-000, 765-15168-000 & 765-15189-001
A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING AN EXISTING IRON PIPE; THENCE S87°09'59"E 275.07 FEET ALONG THE SOUTH LINE OF SAID 40 ACRE TRACT TO AN EXISTING IRON REBAR FOR THE TRUE POINT OF BEGINNING; THENCE N02°48'28"E 551.80 FEET TO AN EXISTING IRON REBAR AT THE NORTHEAST CORNER OF LAND PARCEL 765-15175-000; THENCE N87°08'20"W 189.98 FEET ALONG THE SOUTH LINE OF LAND PARCEL 765-15168-000 TO A POINT IN A CHAIN LINKED FENCE; THENCE N27°37'35"E 17.25 FEET ALONG SAID FENCE TO A POINT; THENCE N11°57'21"E 29.72 FEET ALONG SAID FENCE TO A FENCE CORNER; THENCE N78°35'30"W 40.32 FEET ALONG SAID FENCE TO A POINT; THENCE N76°45'38"W 57.97 FEET ALONG SAID FENCE TO AN EXISTING 1/2" IRON REBAR ON THE WEST LINE OF SAID 40 ACRE TRACT; THENCE LEAVING SAID CHAIN LINKED FENCE, N02°49'27"E 288.76 FEET ALONG THE WEST LINE OF SAID 40 ACRE TRACT TO AN AXLE AT THE NORTHWEST CORNER OF LAND PARCEL 765-15168-000; THENCE LEAVING THE WEST LINE OF SAID 40 ACRE TRACT, S87°08'20"E 30.00 FEET TO AN EXISTING 1/2" IRON REBAR AT THE SOUTHWEST CORNER LAND PARCEL 765-15169-001; THENCE N02°49'53"E 82.40 FEET ALONG THE WEST LINE OF SAID PARCEL 765-15169-001 TO AN EXISTING MAGNETIC NAIL IN THE CENTER OF AN EXISTING PRIVATE DRIVE; THENCE S88°28'02"E 181.17 FEET ALONG THE CENTERLINE OF SAID DRIVE TO AN EXISTING 1/2" IRON REBAR; THENCE S89°42'00"E 397.15 FEET ALONG THE CENTERLINE OF SAID DRIVE TO AN EXISTING 1/2" IRON REBAR ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A ONE HUNDRED (100) FOOT WIDE RAILROAD RIGHT-OF-WAY; THENCE S71°17'33"E 210.82 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT; THENCE S68°29'54"E 146.36 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S87°08'20"E 39.92 FEET TO AN EXISTING IRON REBAR AT THE NORTHEAST CORNER OF LAND PARCEL 765-15167-000; THENCE S02°55'22"W 901.90 FEET TO AN EXISTING IRON REBAR AT THE SOUTHEAST CORNER OF LAND PARCEL 765-15167-000, SAID POINT BEING ON THE SOUTH LINE OF SAID 40 ACRE TRACT; THENCE N87°08'47"W 712.62 FEET TO THE POINT OF BEGINNING, CONTAINING 18.52 ACRES, MORE OR LESS. THE ABOVE DESCRIBED 18.52 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

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

The Farm at South School Masterplan

Fayetteville, Arkansas

EDG PROJECT NO. 24-056
DATE 2025.01.22

REVISIONS

Mark	Date	Description

PHASE MASTER PLAN

TITLE COVER SHEET

SHEET NO. 1

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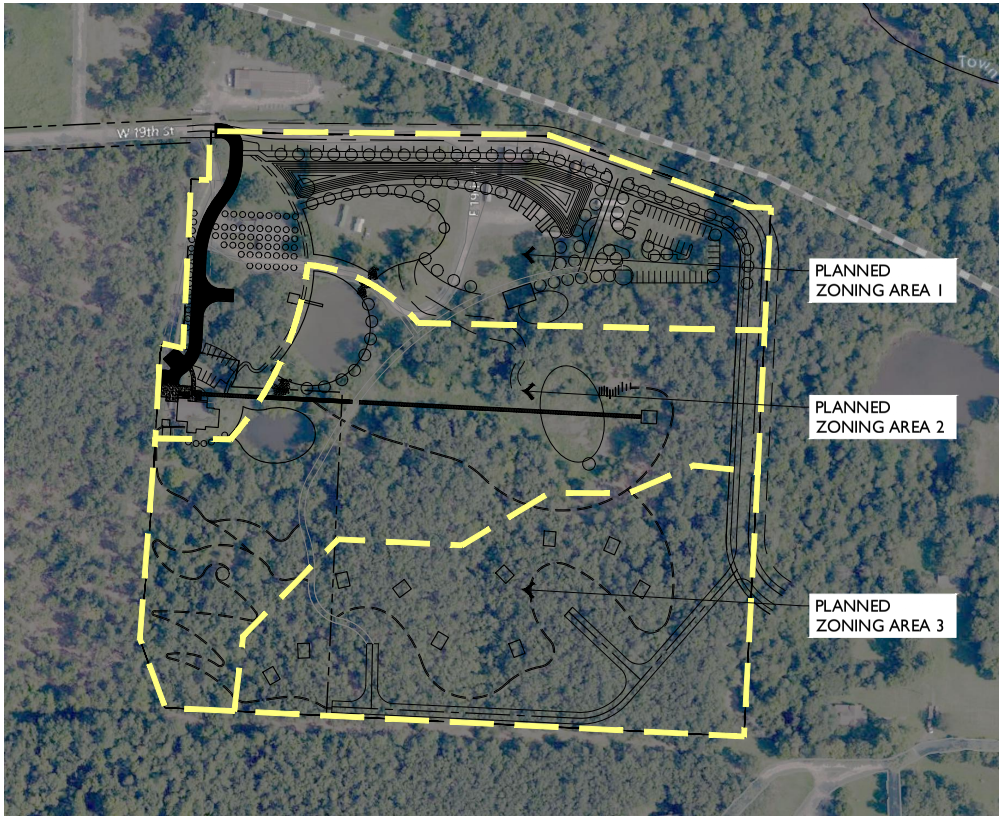
THE FARM AT SOUTH SCHOOL MASTERPLAN

ZONING SUMMARY	
LAND USE DESIGNATION - PLANNED ZONING AREA 1	
USES	UNITS: 1,4,6,7,13, 45
CONDITIONAL USES	UNITS: 2
DENSITY - UNITS/ACRE	N/A
BULK AND AREA REGULATIONS	
LOT WIDTH MINIMUM	N/A
LOT AREA MINIMUM	N/A
LAND AREA PER DWELLING	N/A
SETBACK REQUIREMENTS: FRONT	25'
SETBACK REQUIREMENTS: SIDE	10'
SETBACK REQUIREMENTS: REAR	10'
HEIGHT REGULATIONS	2 STORIES
BUILDING AREA	NOT TO EXCEED 40% OF LOT AREA
MINIMUM BUILDABLE STREET FRONTAGE	N/A
SITE PLANNING	
LANDSCAPING	LANDSCAPE SCREENING BETWEEN ANY PARKING OR BUILDINGS WITHIN 15' OF PROPERTY EDGE
PARKING	THERE SHALL BE NO MINIMUM NUMBER OF SPACES REQUIRED FOR NON-RESIDENTIAL USE
SIGNAGE	AREA SIGNS: NUMBER OF SIGNS: AREAS WITH ONE (1) ENTRANCE MAY NOT HAVE MORE THAN ONE (1) SIGN. AREAS WITH MORE THAN ONE (1) ENTRANCE MAY NOT HAVE A SIGN AT MORE THAN TWO (2) LOCATIONS.
TREE CANOPY PRESERVATION	25% EXISTING CANOPY PRESERVATION

ZONING SUMMARY	
LAND USE DESIGNATION - PLANNED ZONING AREA 2	
USES	UNITS: 1,4, 12B
CONDITIONAL USES	UNITS: 2, 35
DENSITY - UNITS/ACRE	N/A
BULK AND AREA REGULATIONS	
LOT WIDTH MINIMUM	N/A
LOT AREA MINIMUM	N/A
LAND AREA PER DWELLING	N/A
SETBACK REQUIREMENTS: FRONT	10'
SETBACK REQUIREMENTS: SIDE	25'
SETBACK REQUIREMENTS: REAR	10'
HEIGHT REGULATIONS	2 STORIES
BUILDING AREA	NOT TO EXCEED 25% OF LOT AREA
MINIMUM BUILDABLE STREET FRONTAGE	N/A
SITE PLANNING	
LANDSCAPING	LANDSCAPE SCREENING BETWEEN ANY PARKING OR BUILDINGS WITHIN 15' OF PROPERTY EDGE
PARKING	THERE SHALL BE NO MINIMUM NUMBER OF SPACES REQUIRED FOR NON-RESIDENTIAL USE
SIGNAGE	AREA SIGNS: NUMBER OF SIGNS: AREAS WITH ONE (1) ENTRANCE MAY NOT HAVE MORE THAN ONE (1) SIGN. AREAS WITH MORE THAN ONE (1) ENTRANCE MAY NOT HAVE A SIGN AT MORE THAN TWO (2) LOCATIONS.
TREE CANOPY PRESERVATION	30% EXISTING CANOPY PRESERVATION

ZONING SUMMARY	
LAND USE DESIGNATION - PLANNED ZONING AREA 3	
USES	UNITS: 1
CONDITIONAL USES	UNITS: 2
DENSITY - UNITS/ACRE	N/A
BULK AND AREA REGULATIONS	
LOT WIDTH MINIMUM	N/A
LOT AREA MINIMUM	N/A
LAND AREA PER DWELLING	N/A
SETBACK REQUIREMENTS: FRONT	35'
SETBACK REQUIREMENTS: SIDE	35'
SETBACK REQUIREMENTS: REAR	35'
HEIGHT REGULATIONS	2 STORIES
BUILDING AREA	NOT TO EXCEED 25% OF LOT AREA
MINIMUM BUILDABLE STREET FRONTAGE	N/A
SITE PLANNING	
LANDSCAPING	LANDSCAPE SCREENING BETWEEN ANY PARKING OR BUILDINGS WITHIN 15' OF PROPERTY EDGE
PARKING	THERE SHALL BE NO MINIMUM NUMBER OF SPACES REQUIRED FOR NON-RESIDENTIAL USE
SIGNAGE	AREA SIGNS: NUMBER OF SIGNS: AREAS WITH ONE (1) ENTRANCE MAY NOT HAVE MORE THAN ONE (1) SIGN. AREAS WITH MORE THAN ONE (1) ENTRANCE MAY NOT HAVE A SIGN AT MORE THAN TWO (2) LOCATIONS.
TREE CANOPY PRESERVATION	30% EXISTING CANOPY PRESERVATION



1 PLANNING AREA DELINEATION

SCALE: 1" = 100'-0"

NORTH

0' 100' 200' 400'

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The Farm at South School Masterplan

Fayetteville, Arkansas

EDG PROJECT NO. 24-096

DATE 2025.01.22

REVISIONS

Mark	Date	Description

PHASE MASTER PLAN

TITLE ZONING AND DEVELOPMENT STANDARDS

SHEET NO. 2

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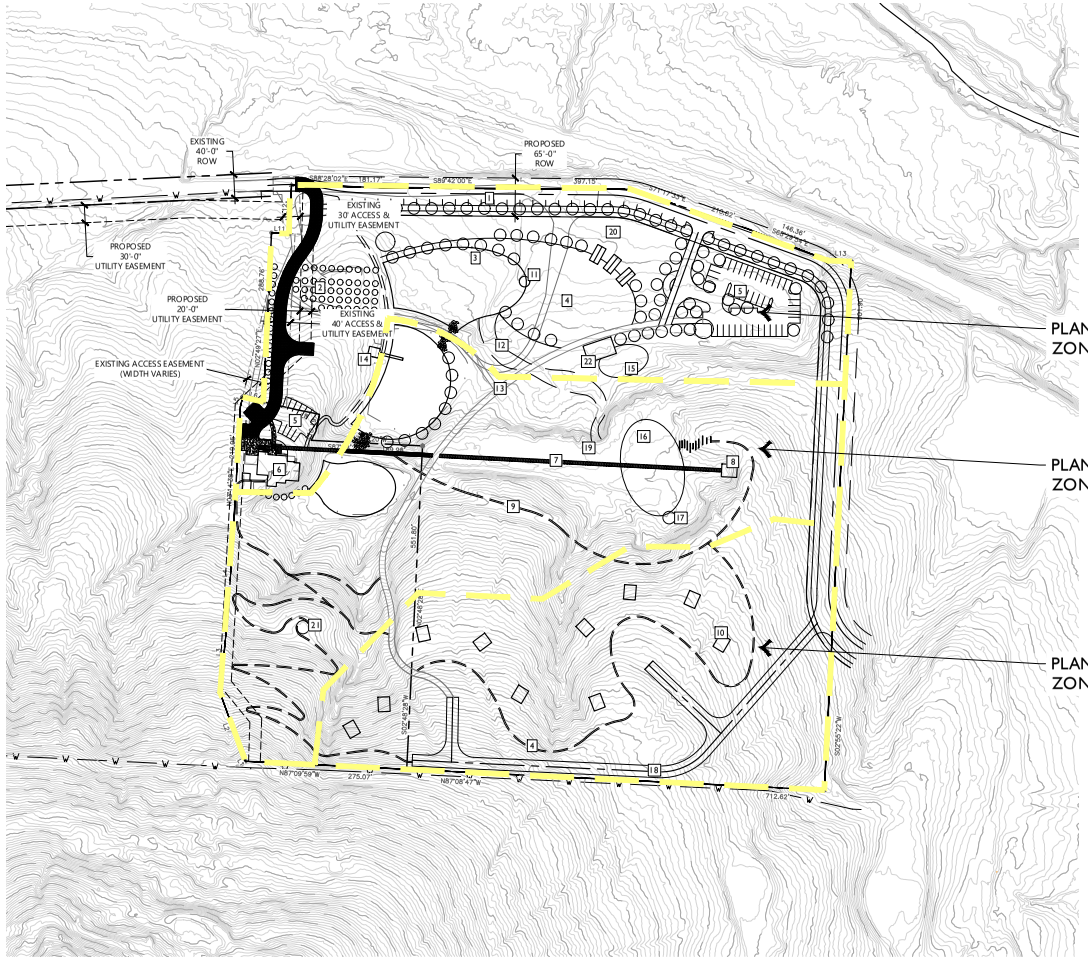
THE FARM AT SOUTH SCHOOL MASTERPLAN

LEGEND	
KEY	DESCRIPTION
1	19TH ST. EXTENTION
2	ORCHARD
3	NEW RETENTION POND
4	EVENT LAWN
5	GUEST PARKING
6	BREWERY
7	AXIAL PROMENADE
8	"SHALE PIT" PAVILION FEATURE
9	WALKING TRAILS
10	OVERNIGHT GUEST CABINS
11	DECK/ARBOR FEATURE
12	SEDIMENT FOREBAY
13	CART PATHS
14	FISHING DOCK
15	SMALL LAWN FOR GRAZING ANIMALS OR SMALLER FUNCTION
16	MULTI-PURPOSE LAWN
17	SMALL STAGE FOR ACOUSTIC EVENTS OR DEMONSTRATIONS
18	FIRE/SERVICE ACCESS
19	NATIVE MEADOW
20	LARGE BARN FOR PRIVACY SCREENING
21	FIRE PIT/OVERLOOK
22	EVENT BARN

LAND USE TABLE					
SYMBOL	LAND USE	DENSITY/INTENSITY	UNITS/SF	ACRES	%
PLANNED ZONING AREA 1	COMMERCIAL/ AGRICULTURAL	N/A	N/A	7.27	32%
PLANNED ZONING AREA 2	RECREATIONAL /COMMERCIAL	N/A	N/A	8.54	38%
PLANNED ZONING AREA 3	NATURAL/ TRAILS/CABINS	N/A	N/A	6.86	30%
TOTAL		N/A	N/A	22.67	100%



1 SITE PLAN

SCALE: 1" = 100'-0"

NORTH

0' 100' 200' 400'

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The Farm at South School Masterplan
Fayetteville, Arkansas

EDG PROJECT NO. 24-056
DATE 2025.01.22
REVISIONS

Mark	Date	Description

PHASE MASTER PLAN
TITLE SITE PLAN
SHEET NO. 3

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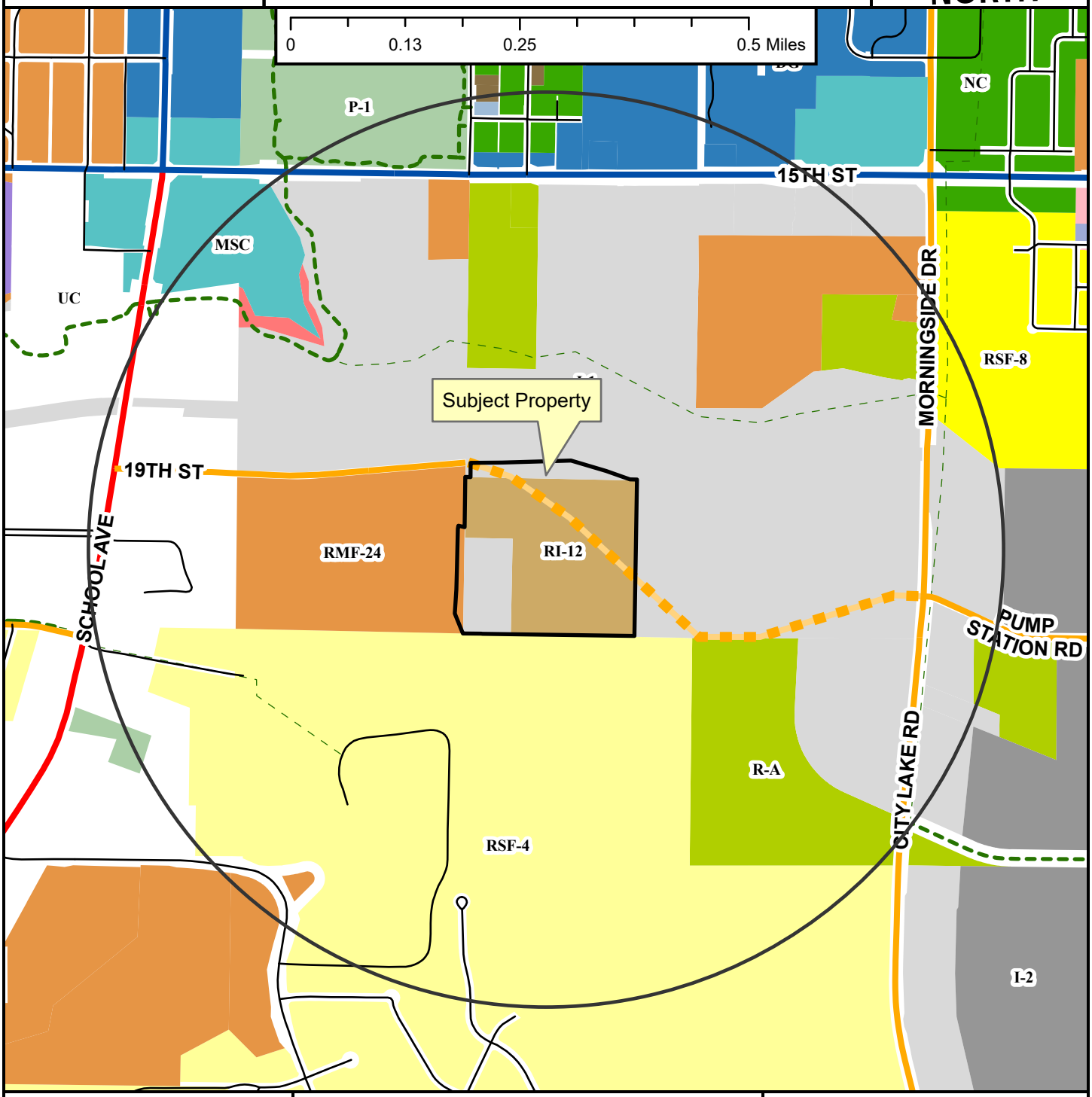
PZD-2024-0008

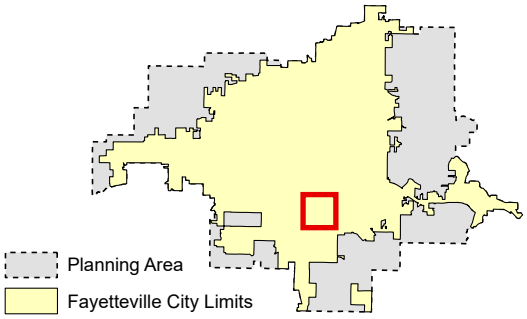
One Mile View

19 E. 19TH ST

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

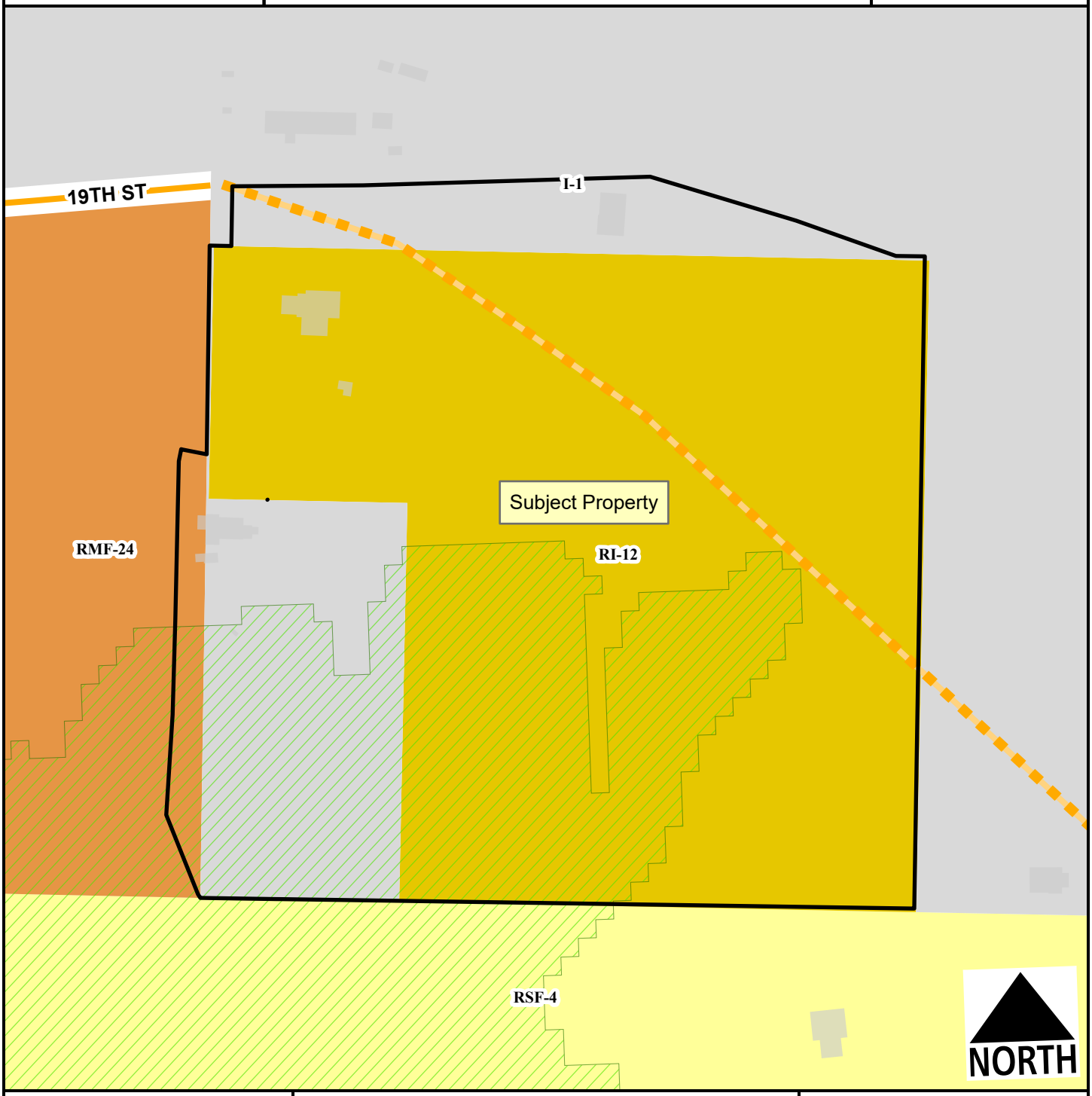
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

PZD-2024-0008

Close Up View

19 E. 19TH ST



Neighborhood Link
Planned Neighborhood Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet
0 75 150 300 450 600
1:2,400

RSF-4
RI-12
RMF-24
I-1 Heavy Commercial and Light Industrial

PZD-2024-0008

Current Land Use

19 E. 19TH ST

NORTH

- Neighborhood Link
- Unclassified
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

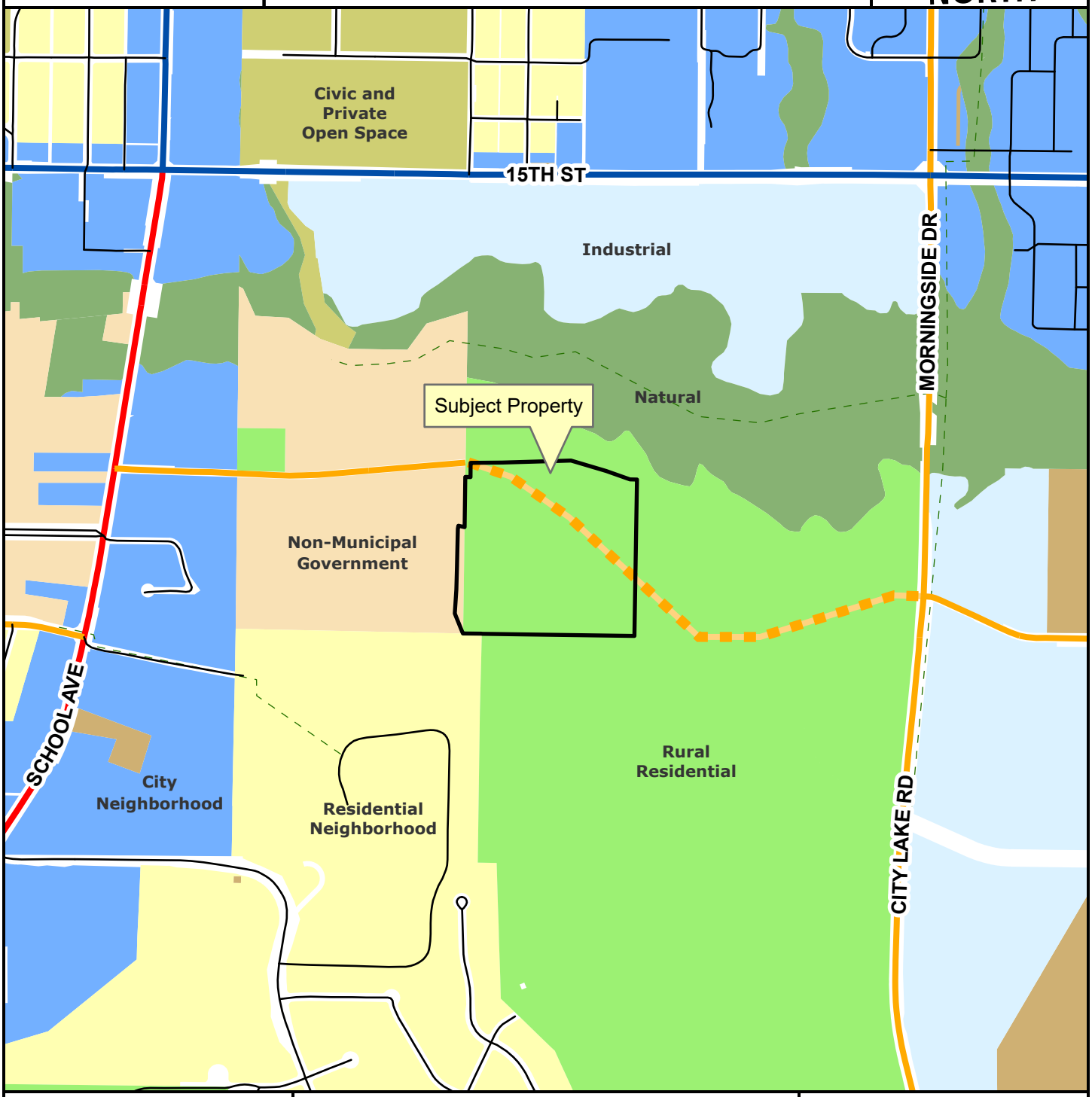
- 100-Year Floodplain
- Floodway

PZD-2024-0008

Future Land Use

19 E. 19TH ST

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-152

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **Appeal: PZD-2024-0005: Planned Zoning District (N. RUPPLE RD. & W. SALEM RD./FOXTAIL MEADOWS, 205): Submitted by FLINTLOCK LTD CO. for property located on N. RUPPLE RD. & W. SALEM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and located in the FAYETTEVILLE PLANNING AREA and contains approximately 44.00 acres. The request is to rezone the property to a PZD, PLANNED ZONING DISTRICT.**

RECOMMENDATION:
City Planning staff recommends approval and the Planning Commission recommends denial of a request to rezone the subject property as described and shown below.

BACKGROUND:
The subject property is located in northwest Fayetteville just north of the intersection of Rupple Road and Weir Road. The property contains a total of nine parcels, eight of which are located in city limits and zoned RSF-4, Residential Single-Family, Four Units per Acre, and one of which is located outside of city limits in unincorporated Washington County. A request to annex the parcel in Washington County has been submitted concurrently with this request (ANX-2024-0001). The parcels in city limits were annexed in 2006. All parcels included in the project boundary are currently undeveloped and those on the east side of Rupple Road are largely covered by mature tree canopy. A protected stream is present on the west side of the site, though no portions of the property lie within a floodplain or the Hillside/Hilltop Overlay District and no hydric soils are present. This item was previously heard and denied by the Planning Commission and then appealed by the applicant to the City Council. The applicant's appeal was approved by City Council at their meeting on November 19, 2024. However, it was recently brought to city staff's attention that public notification was not performed for the appeal, so the appeal's approval is effectively invalid. This item is being brought back to City Council, with proper notification, for reconsideration.

Request: The applicant requests to rezone the property to a planned zoning district with three planning areas, as described below:

- **Planning Area A – 13.60 acres:** The intention of this area is to provide single- and two-family dwellings with no density limitation. The allowable uses are similar to those allowed in other single-family and intermediate residential zoning districts.
- **Planning Area B – 14.20 acres:** This planning area is intended to be a residential area that

accommodates a wider range of building types, ranging from single- to multi-family dwellings. No density limitation is proposed in this planning area.

- **Planning Area C – 16.20 acres:** This planning area is intended to protect natural areas and open space, includes more than one-third of the overall property, and has regulations that are identical to the City's R-A, Residential-Agricultural zoning district.

Public Comment: Staff received public comment on this item following the publication of the Planning Commission staff report and at the Planning Commission meeting on October 14, 2024. Concerns were raised about the proposal for increased density near rural areas and low-density single-family residences, potential impacts on existing drainage issues, and compatibility with the City's future land use plans.

Land Use Compatibility: On the balance of considerations, staff finds the applicant's request to be compatible with the surrounding area. As proposed, the planned zoning district would allow for a compact and complete residential development near low-density subdivisions. While no density maximums are proposed in the residential planning areas, the subsequent development associated with this PZD is intended to have a density of 3.7 units per acre based on the information provided, which is less than the maximum allowed by RSF-4 zoning. Staff finds that the applicant's request would allow for a compact residential development that promotes a wide range of housing types, encourages pedestrian-oriented design, and preserves natural features on site. Necessary street improvements and extensions and upgrades of water and sewer mains would be determined and required at the time of development.

Land Use Plan Analysis: Staff finds that the proposed planned zoning district is somewhat consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates this property as Residential Neighborhood Area and those areas are intended to encourage a wide range of housing types which this PZD would allow. While the site has a low infill score range of 1-5, is located just within city limits, and has limited access to utilities, staff finds that it would not be encouraging suburban sprawl. Staff finds that the proposed PZD would be aligned with several goals of City Plan 2040 including Goal 2 (discouraging suburban sprawl) by allowing for a compact residential development with urban zoning standards that is compatible with the surrounding area, Goal 3 (making compact, complete, and connected development the standard), and Goal 6 (creating opportunities for housing).

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range of **1-5** for this site. Elements contributing to the highest score include the following:

- Near Sewer Main (8" main, Ika Lane)
- New Water Main (various mains, Rupple Road and Salem Road)
- Near Public School (Holcomb Elementary School)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Rupple Road, Clabber Creek Trail)

DISCUSSION:

At the October 14, 2024 Planning Commission meeting, this item was denied by a vote of 4-5-0. Commissioners Madden, McGetrick, Brink, and Castin voted in favor of the request while Commissioners Gulley, Cabe, Werner, Garlock, and Payne voted against it. Commissioners in favor of the request found the PZD to be more favorable than the property's current zoning, RSF-4, since it would allow for compact development and the preservation of large natural areas. Commissioners opposed to the request expressed concerns about the property's low infill score, compatibility with the surrounding area, and limited access to

public infrastructure. Nine members of the public spoke at the meeting. Concerns were raised about the PZD's allowance for increased density near rural areas and low-density single-family residences, potential impacts on existing drainage issues, and compatibility with the City's future land use plans.

After the project was denied by the Planning Commission, the applicant appealed their decision to the City Council. The appeal was heard and approved by Council at their November 19, 2024 meeting. **However, it was recently brought to city staff's attention that public notification was not performed for the appeal, so the appeal's approval is effectively invalid. This item is being brought back to City Council, with proper notification, for reconsideration. Please see the attached Legal Department memo for additional detail.**

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6), Appeal Request Letter (#7), Legal Department Memo (#8)

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

File #: 2025-152

Appeal: PZD-2024-0005: Planned Zoning District (N. RUPPLE RD. & W. SALEM RD./FOXTAIL MEADOWS, 205): Submitted by FLINTLOCK LTD CO. for property located on N. RUPPLE RD. & W. SALEM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and located in the FAYETTEVILLE PLANNING AREA and contains approximately 44.00 acres. The request is to rezone the property to a PZD, PLANNED ZONING DISTRICT.

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2024-005 FOR APPROXIMATELY 44.0 ACRES LOCATED ON NORTH RUPPLE ROAD AND WEST SALEM ROAD IN WARD 4

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2024-05 as described in Exhibits "A", "B", and "C" attached to the Planning Division's Agenda Memo which allows the development of 44.0 acres of mixed residential units.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2024-152

Item ID

2/18/2025

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

Jonathan Curth	1/31/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Appeal: PZD-2024-0005: Planned Zoning District (N. RUPPLE RD. & W. SALEM RD./FOXTAIL MEADOWS, 205): Submitted by FLINTLOCK LTD CO. for property located on N. RUPPLE RD. & W. SALEM RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and located in the FAYETTEVILLE PLANNING AREA and contains approximately 44.00 acres. The request is to rezone the property to a PZD, PLANNED ZONING DISTRICT.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

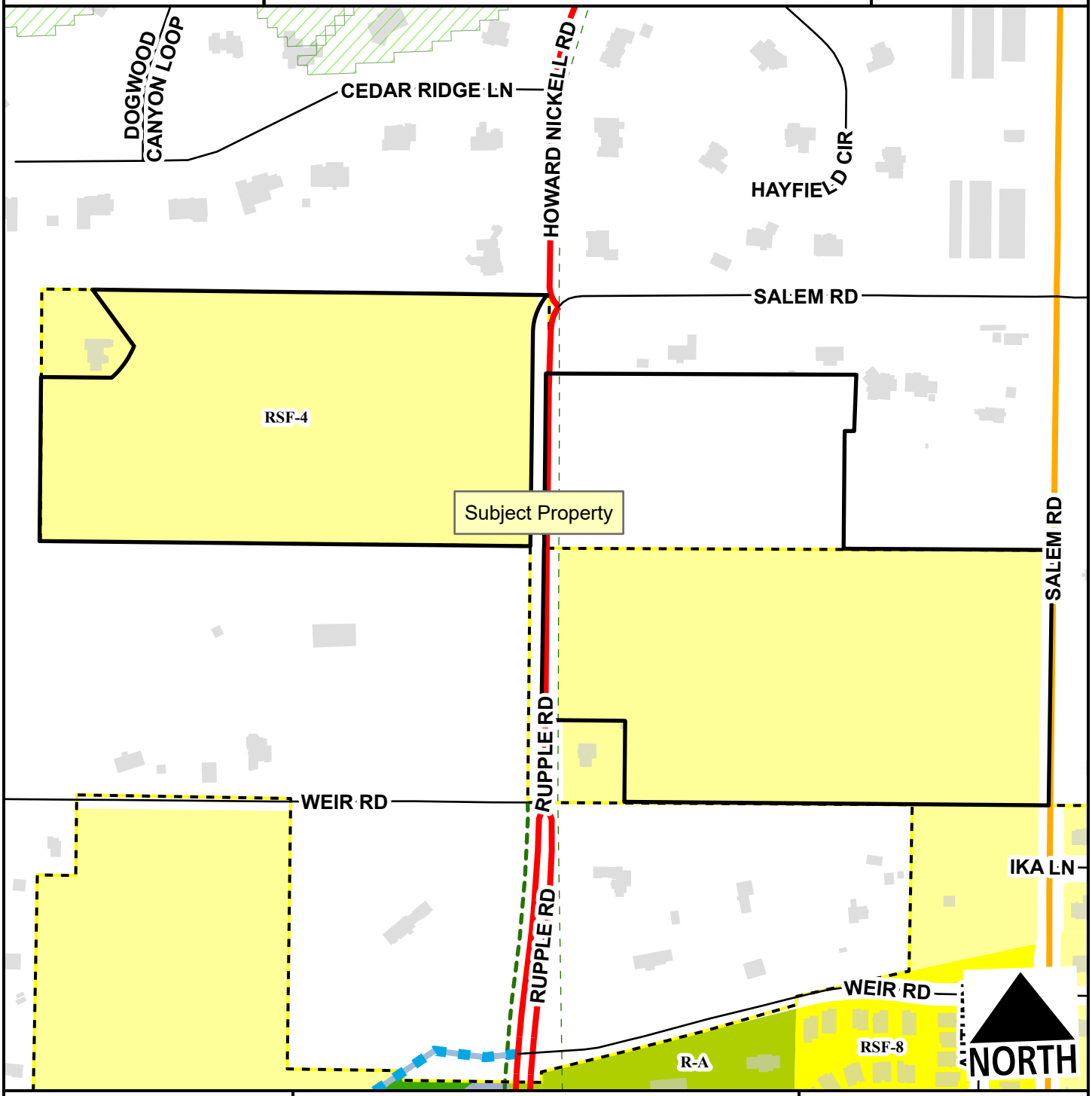
Comments:

PZD-2024-0005

Close Up View

N. RUPPLE RD & W. SALEM RD

PZD-2024-0005 EXHIBIT 'A'



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 137.5 275 550 825 1,100

1:4,500

- Residential-Agricultural
- RSF-4
- RSF-8
- Neighborhood Services - Gen.
- Neighborhood Conservation

FROM COUNTY ASSESSOR DATA –

SURVEYOR LEGAL DESCRIPTION TO REPLACE THESE DESCRIPTIONS

001-16726-000

PT N/2 SW SW 8.06 AC FURTHER DESCRIBED IN 2021-48725 AS: A PART OF THE SW/4 OF THE SW/4 OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID 40 ACRE TRACT; THENCE N00°17'49"E ALONG THE WEST LINE OF SAID 40 ACRE TRACT 659.59 FEET TO THE TRUE POINT OF BEGINNING AND FROM WHICH A SET REFERENCE IRON ON THE EAST RIGHT-OF-WAY OF COUNTY ROAD 894 BEARS S89° 53'03"E 28.08 FEET; THENCE LEAVING THE WEST LINE OF SAID 40 ACRE TRACT S89°53'03"E 775.09 FEET TO A SET IRON; THENCE N00°29'33"E 290.00 FEET TO A SET IRON; THENCE S89° 53'03"E 19.70 FEET TO A SET IRON IN AN EXISTING FENCE; THENCE N02°07'40"E ALONG SAID FENCE 160.10 FEET TO A SET IRON; THENCE LEAVING SAID FENCE N89°53'03"W 800.90 FEET TO A POINT ON THE WEST LINE OF SAID 40 ACRE TRACT AND FROM WHICH A SET REFERENCE IRON ON THE EAST RIGHT-OF-WAY OF COUNTY ROAD 894 BEARS S89°53'03"E 27.99 FEET; THENCE S00°17'49"W 449.98 FEET TO THE POINT OF BEGINNING, CONTAINING 8.09 ACRES, MORE OR LESS. THE ABOVE DESCRIBED 8.09 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF COUNTY ROAD 894 ALONG THE ENTIRE WEST BOUNDARY, AND ALL OTHER EASEMENTS AND RESTRICTIONS, IF ANY. LESS AND EXCEPT: A PART OF THE SW/4 OF THE SW/4 OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE N00°19'34"E 659.59 FEET ALONG THE WEST LINE OF SAID 40 ACRE TRACT TO A POINT IN N. RUPPLE ROAD AND FROM WHICH AN EXISTING REFERENCE IRON SET IN 1998 BY LICENSED SURVEYOR #1005 BEARS S89°52'36"E 28.07 FEET; THENCE LEAVING THE WEST LINE OF SAID 40 ACRE TRACT, S89°

52'36"E 771.91 FEET TO THE TRUE POINT OF BEGINNING AND FROM WHICH AN EXISTING IRON REBAR BEARS N00°16'06"E 1.09 FEET; THENCE N00°16'06"E 263.08 FEET ALONG A LINE SURVEYED BY LICENSED SURVEYOR #1642 AND FILED AS DOCUMENT 2015-3183 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS TO AN EXISTING IRON AT A WOOD PRIVACY FENCE CORNER; THENCE N00°27'51"E 42.81 FEET ALONG SAID WOOD FENCE TO AN EXISTING IRON REBAR AT A FENCE CORNER; THENCE S89°01'51"E 24.76 FEET ALONG SAID WOOD FENCE TO AN EXISTING IRON REBAR; THENCE S02°40'22"W 15.70 FEET TO A POINT; THENCE N89°25'49"W 19.94 FEET TO A POINT; THENCE S00°29'33"W 290.00 FEET TO AN EXISTING IRON REBAR SET IN 1998 BY LICENSED SURVEYOR #1005; THENCE N89° 52'36"W 3.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

765-21244-200

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SE SE 14.11 AC

765-21244-100

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SE SE 4.00 AC FURTHER DESCRIBED FROM 2023-9566 AS: A part of the SEl/4 of the SEl/4 of Section 30, T-17-N, R·30-W, Washington County, Arkansas, being more particularly described as follows: Commencing at the NW corner of said 40 acre tract, said point being an existing stone monument; thence S 00°16'33" E, 653.55 feet along the West line of said 40 acre tract to an existing Iron; thence N 89°50'16" E, 972.02 feet to a set 1/2" iron rebar for the true point of beginning; thence North 579.93 feet to a set 1/2" iron rebar; thence East 302.17 feet to an existing iron rebar on the West right-of-way line of West Salem Road, said point being on a 149.95 feet radius curve concave to the SE; thence Southwesterly along said curve and right-of-way line 24.78 feet, the chord for

which being S 04°38'04" W, 24.75 feet to an existing iron rebar at the point of tangency of said curve; thence S O° O5'59" E, along said right-of-way line 554.40 feet to an existing iron; thence leaving said right-of-way line, S 19°50'16" W, 301.14 feet to the point of beginning, containing 4,00 acres, more or less.

765-21244-300

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SW SW 2.00 AC

765-21244-400

PT SW SW 0.99 AC ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40

765-21244-500

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SW SW 3.20 AC

765-21244-600

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SW SW 8.00 AC

765-21244-700

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SW SW 1.50 AC

765-21244-800

ANNEXED TO CITY OF FAYETTEVILLE FOR 2006 & FOLLOWING YEARS PER CC 2005-40 PT SW SW 3.29 AC

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Gretchen Harrison, Senior Planner

MEETING: October 14, 2024 (updated with results)

SUBJECT: **PZD-2024-0005: Planned Zoning District (N. RUPPLE RD. & W. SALEM RD./FOXTAIL MEADOWS, 205):** Submitted by FLINTLOCK LTD CO. for property located on N. RUPPLE RD. & W. SALEM RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and located in the FAYETTEVILLE PLANNING AREA and contains approximately 44.00 acres. The request is to rezone the property, once fully annexed, to a PZD, PLANNED ZONING DISTRICT.

RECOMMENDATION:
Staff recommends forwarding **PZD-2024-0005** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **PZD-2024-0005** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:
The subject property is located in northwest Fayetteville just north of the intersection of Rupple Road and Weir Road. The property contains a total of nine parcels, eight of which are located in city limits and zoned RSF-4, Residential Single-Family, Four Units per Acre, and one of which is located outside of city limits in unincorporated Washington County. A request to annex the parcel in Washington County has been submitted concurrently with this request (ANX-2024-0001). The parcels in city limits were annexed in 2006. All parcels included in the project boundary are current undeveloped and those on the east side of Rupple Road are largely covered by mature tree canopy. A protected stream is present on the west side of the site, though no portions of the property lie within a floodplain or the Hillside/Hilltop Overlay District and no hydric soils are present. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential Undeveloped	Washington County: AG/SF Res 1, Agricultural Single-family Residential (1 Unit per Acre)
South	Rural Residential	Washington County: AG/SF Res 1, Agricultural Single-family Residential (1 Unit per Acre) RSF-4, Residential Single-Family, Four Units per Acre
East	Single-Family Residential Undeveloped	Washington County: AG/SF Res 1, Agricultural Single-family Residential (1 Unit per Acre)
West	Rural Residential Undeveloped	Washington County: AG/SF Res 1, Agricultural Single-family Residential (1 Unit per Acre)

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with three planning areas, as described below:

- **Planning Area A – 13.60 acres:** The intention of this area is to provide single- and two-family dwellings with no density limitation. The allowable uses are similar to those allowed in other single-family and intermediate residential zoning districts.
- **Planning Area B – 14.20 acres:** This planning area is intended to be a residential area that accommodates a wider range of building types, ranging from single- to multi-family dwellings. No density limitation is proposed in this planning area.
- **Planning Area C – 16.20 acres:** This planning area is intended to protect natural areas and open space and has regulations that are identical to the City's R-A, Residential-Agricultural zoning district.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE:

Streets: The subject property has access to two public streets: Rupple Road and Salem Road. Both streets are unimproved with no curb and gutter or sidewalk. Any street improvements required in the area would be determined at the time of development proposal.

Water: Public water is available to the site. There are existing lines differing in size along Rupple and Salem. This site does not have adequate water capacity for the typical requirement for fire flow. From the north, the lines in Rupple and Salem are fed by a single six-inch main. The utility department has designed plans for a pressure reduction project that will restrict connection to the south. In order to have hydrants in a development in the PZD area, a minimum line size of eight inches must be provided and it must tie into a line that is eight inches or larger.

Sewer: Sanitary sewer is not available to the site. Main extensions will be required to provide sewer to future development. A downstream capacity study for sewer must be provided to determine if there are sewer capacity issues. Any capacity issues will have to be addressed prior to occupancy or final plat of a development.

Drainage: No portion of the subject property lies within a FEMA floodplain or the Hillside/Hilltop Overlay District and there are no hydric soils on site. However, a protected stream is present. Streamside protection zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50 feet wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Station 7, located at 835 N. Rupple Road, protects this site. The property is located approximately 2.6 miles from the fire station with an anticipated drive time of approximately six minutes using existing streets. The anticipated response time would be approximately 8.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire

apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed PZD and the existing RSF-4 zoning require **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **1-5** for this site with a weighted score of **5.5** at the highest level. Elements contributing to the highest score include the following:

- Near Sewer Main (8" main, Ika Lane)
- New Water Main (various mains, Rupple Road and Salem Road)
- Near Public School (Holcomb Elementary School)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Rupple Road, Clabber Creek Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **On the balance of considerations, staff finds the applicant's request to be compatible with the surrounding area. As proposed, the planned zoning district would allow for a compact and complete residential development in close proximity to low-density subdivisions. While no density maximums are proposed in the residential planning areas, the subsequent development associated with this PZD is intended to have a density of 3.7 units per acre based on the information provided, which is less than the maximum allowed by RSF-4 zoning. Staff finds that the applicant's request would allow for a compact residential development that promotes a wide range of housing types, encourages pedestrian-oriented design, and preserves natural features on site. Necessary street improvements and extensions and upgrades of water and sewer mains would be determined and required at the time of development.**

Land Use Plan Analysis: **Staff finds that the proposed planned zoning district is somewhat consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates this property as Residential Neighborhood Area and those areas are intended to encourage a wide range**

of housing types which this PZD would allow. While the site has a low infill score range of 1-5, is located just within city limits, and has limited access to utilities, staff finds that it would not be encouraging suburban sprawl. Staff finds that the proposed PZD would be aligned with several goals of City Plan 2040 including Goal 2 (discouraging suburban sprawl) by allowing for a compact residential development with urban zoning standards that is compatible with the surrounding area, Goal 3 (making compact, complete, and connected development the standard), and Goal 6 (creating opportunities for housing).

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that the proposed rezoning is justified at this time. The planned zoning district would allow for development similar in density to the current zoning while allow for smaller lot sizes, attached units, and the preservation of natural areas.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The planned zoning district has the potential to impact traffic danger and/or congestion in this area, though traffic impacts would be comparable to those generated by development under the current zoning. Two traffic crashes have been reported along the property's frontage with one at the intersection of Weir Road and Rupple Road and one along Salem to the east.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed PZD has the potential to undesirably increase the load on public services when considering that the property has limited access to water and sewer at this time, and several upgrades and extensions to water and sewer mains would be required. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

<u>§ 161.35. Planned Zoning Districts (PZD)</u>

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development~~s~~ whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

(1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
(2) *Compatibility.* Providing for compatibility with the surrounding land uses.
(3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
(4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
(5) *No negative impact.* Does not have a negative effect upon the future development of the area;
(6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
(7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
(8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
(9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
(10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
(11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: **Staff finds that the proposed PZD would provide flexibility with regard to the variety of housing types, the size of lots, and the density of development permitted on site. Staff also finds it to be compatible with surrounding land uses, which are largely residential. The applicant is coordinating with city staff on required improvements tied to the associated development. More usable and suitably located open space and other common facilities are proposed that would not otherwise be required or could be provided under the property's current zoning. Staff finds that the proposed PZD would allow for minimal disruption of existing natural features and be compatible with the goals of the City's future land use plans regarding providing opportunities for housing, discouraging sprawl, and promoting complete and compact development.**

RECOMMENDATION: Staff recommends forwarding **PZD-2024-0005** to City Council with a recommendation of approval and with the following conditions:

<u>Conditions of Approval:</u>

1. Any proposed lots without street frontage shall provide adequate access for water, sewer, and emergency services; and

2. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	❒ **Forwarded**	❒ **Tabled**	☒ **Denied**
Meeting Date: **October 14, 2024**		(Motion to forward the item to City Council with a recommendation of approval)	
Motion: Payne			
Second: Madden			
Vote: 4-5-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Applicant Request Letter
- PZD Booklet
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Public Comment Received After Publication of PC Staff Report

flintlock
ARCHITECTURE & LANDSCAPE

ATTENTION:

Fayetteville Planning Commission
Planning Staff
Development Services Staff

14 May, 2024

FOXTAIL MEADOWS PLANNED ZONING DISTRICT SUBMISSION

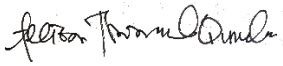
Dear Commissioners and Staff,

Flintlock LTD Co on behalf of United Built Homes respectfully submits this Planned Zoning District (PZD) application for your consideration. The proposed +/- 160 residential unit development aims to provide a mix of housing types in a walkable neighborhood format that prioritizes common green space and natural drainage. This proposed development achieves City goals by sensitively transitioning density through a mixture of unit types; providing great connectivity; and offering abundant green space, walkability, and community potential.

The proposed development is wholly in line with the City Plan 2040's primary goals of compact, complete, and connected growth which is intentional, sustainable, and mixed use. Transit ready and commercial supportive densities are provided, and housing is centered on low impact development stormwater features.

We believe, and hope you agree, that this development will contribute to the community of Fayetteville and its aspirations for the future.

Respectfully,
FLINTLOCK LTD CO



Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect

Foxtail Meadows Planned Zoning District

SEPTEMBER 23, 2024

A

Ownership

Pitts Revocable Trust
18836 Heads Ford Rd, Springdale AR 72764

PREPARED BY FLINTLOCK LTD CO

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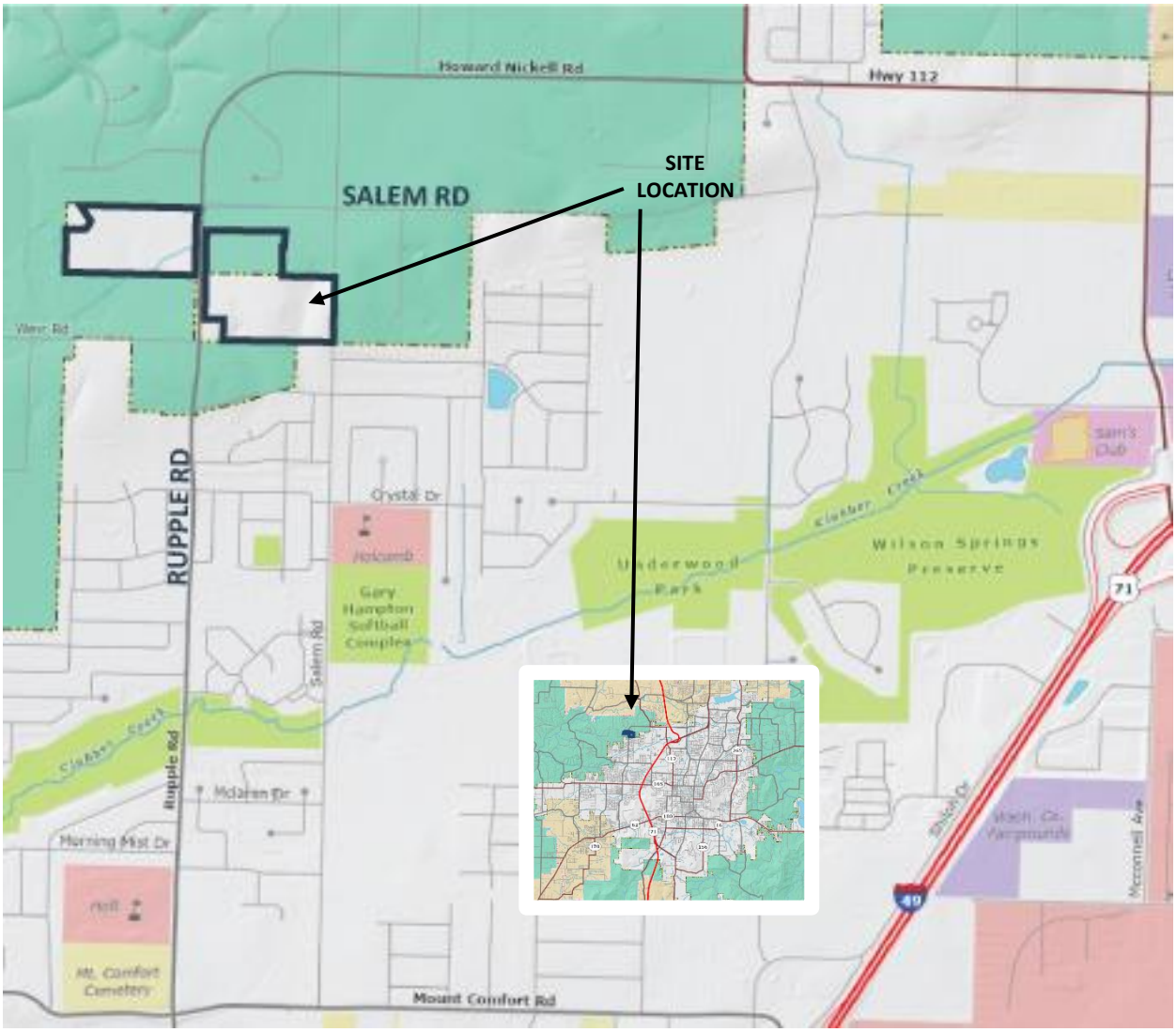
B

Project Summary

The proposed +/- 160 unit residential development aims to provide achievable housing options for our City's demographic needs structured in a walkable neighborhood format, with a series of storm parks lined by homes. The development will include nine parcels (765-21244-200, 765-21244-100, 765-21244-300, 765-21244-400, 765-21244-500, 765-21244-600, 765-21244-700, 765-21244-800, 001-16726-000) totaling +/- 44 acres and sensitively preserves over one-third of the planning area as open green space. The entire site is shown as Residential Neighborhood on the Future Land Use Map and sits directly adjacent a City Neighborhood area to the south. At +/- 3.6 units per acre, the overall unit density of the proposed development falls below the current allowable four units per acre, yet this zoning district will allow that density to be gathered together in a pattern that promotes walkable community and utilizes natural drainages as green stormwater amenities. This proposed development patterns supports City goals in the housing it offers, the green space it preserves, and its development pattern that exemplifies City recommendations.



Site Location Approximate location as seen aerially from the southeast.

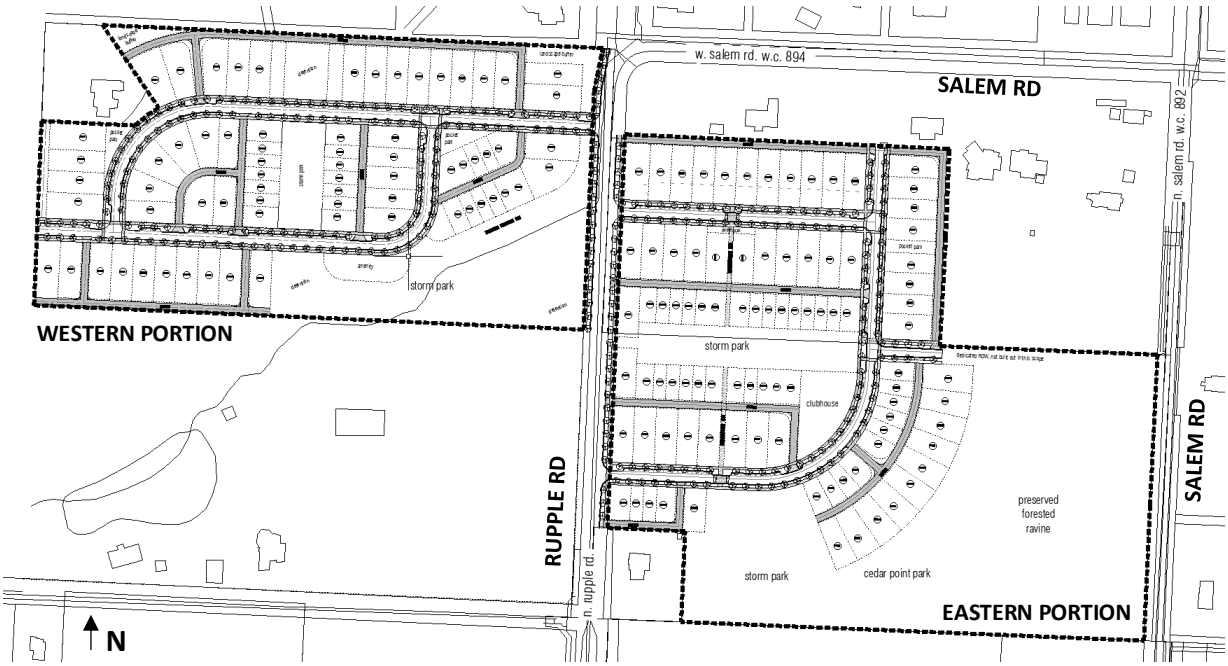
C

General Project Concept

Street and Lot Layout

The project aims to continue the addition of single family home neighborhoods on the northwest edge of the City yet with a pattern of streets and lots that preserves more green space, respects natural drainages and their stormwater management performance, and reduces the City's long term infrastructure management costs. Smaller lots sizes will provide much needed smaller footprint homes for our dominantly 1-2 person household demographics and walkable age-in-place homes that are deed restricted for buyers age 55 and over. The lots and their street connections work with the existing topography to direct stormwater downhill towards places reserved for tree preservation, landscape buffer, streamside protection, and green amenity space. The proposed streets plan for and provide future interconnectivity with stub outs to potential developments to the north, west, and east. The layout also incorporates an existing home in the northwest corner into the new neighborhood. Because of the restricted geometry of the site, alleys are utilized throughout to provide rear-loaded access to units. This allows homes to more attractively face the street and reduces the higher costs of additional fully built out public streets. The resulting street layout is compliant with block length standards and ensures accessible access of greenspace and enjoyable and safe pedestrian avenues for all future residents. Smaller lots with less street frontage allow for lower overall street lengths than conventional neighborhood development, thereby requiring lower long term costs to maintain paving, sewer, and water infrastructure.

Site Plan

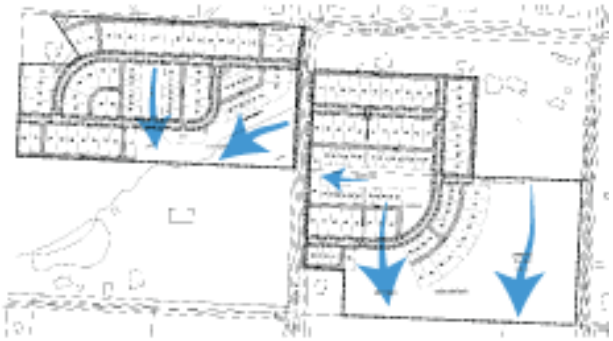


Buffer Areas

The proposed development provides a consistent landscape buffer along Rupple across the western portion of the planned development, including retention of a large natural draw for stormwater management. In the eastern portion of the proposed development, a large forested ravine is preserved along with a continuous strip of existing tree canopy along the southern edge. Single family homes otherwise line the edge of the planned zoning district and abut other single

family homes on adjacent lots. In the northeast corner, an east-west linear storm park catches off-site drainage onto the development while acting as a landscape buffer to existing adjacent single-family homes.

PRESERVE + GREEN AREAS



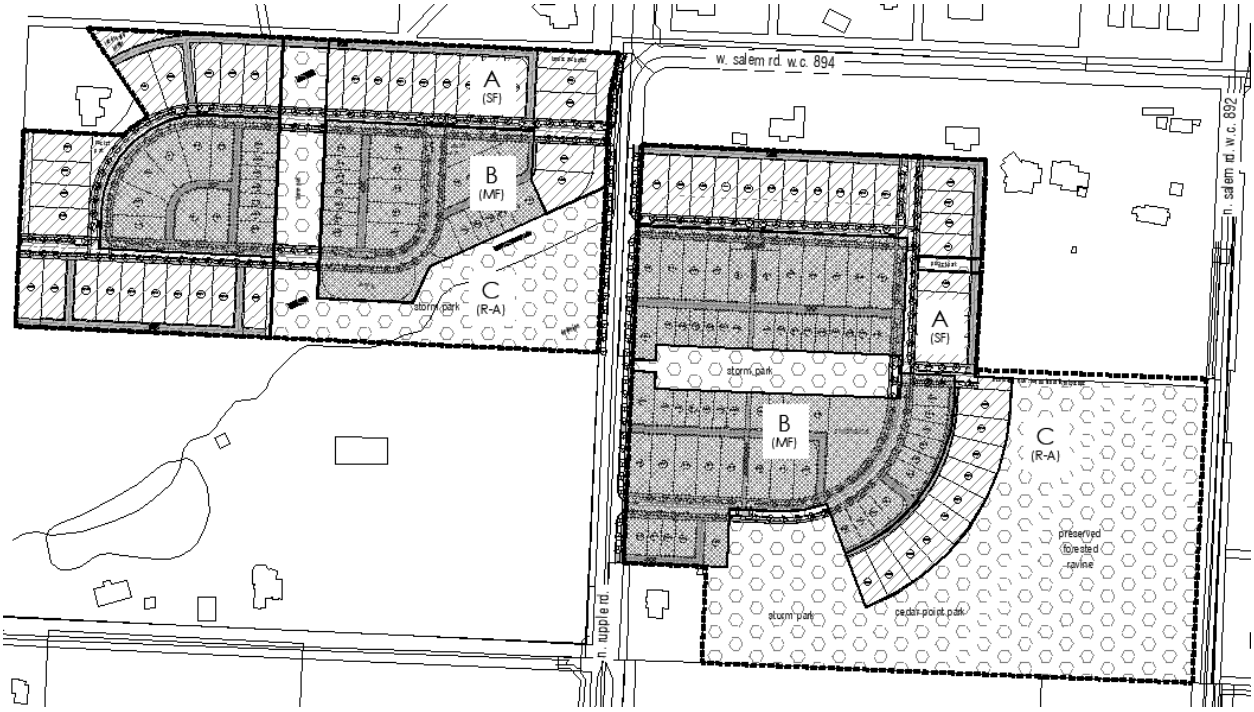
STORMWATER FLOW LINES

Tree Preservation Areas	The bulk of the property has long been dominantly pastureland or unshaded meadow, yet in the past thirty years the patches of trees in the southeast-most portion have spread slowly into broader coverage through the eastern portion of the planned development. The masterplan and planning areas preserve the largest portion of this vegetation (a +/- 10-acre area). Initial estimates promise retention of up to 43% of existing tree canopy, well above the 25% preservation required by PZDs. This figure does not include the central linear storm park running east-west on the eastern portion of the site that is likely to require regrading.
Storm Water and Detention Areas	The masterplan responds to the existing landform and drainage patterns and reserves those areas to manage stormwater. On the western portion of the site, these patterns form a “V” down through the middle of the site and up to the northeast. On the eastern portion of the site, a large “M” of ridges along the south and southeastern property line is reserved for stormwater management, and an east-west linear storm park captures additional stormwater across a more consistently sloped table in the northwest section. Those vegetated areas double as green amenity spaces.
Undisturbed Natural Areas	The southeastern portion of the site is a forested ravine. This approximately 7-acre portion of the property will be left undeveloped as natural amenity space, hopefully as a public recreational area. The existing topography suggests that most of site’s stormwater will most efficiently run to the proposed storm park on the western portion of the site, allowing minimal impact to the more vegetated southeastern portion of the overall site.
Existing and Proposed Utility Connections and Extensions	A waterline is proposed to be extended along Howard Nickell Road to the intersection of Hwy 112, to provide adequate fire flows to the site while respecting the city’s planned low pressure zone to the south of the property. Sewer access is planned to be provided directly south via easement through to Magnolia Crossings property. Existing utilities are further discussed in Section M: Impacts to City Services

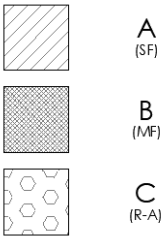
D

Proposed Planning Areas

The proposed Neighborhood Zones would replace existing Residential Single-Family - Four (4) Units Per Acre Zoning on the entire +/- 44.0 acres of the site**.** Neighborhood Zone A accounts of approximately 13.6 acres of the site, Neighborhood Zone B accounts for approximately 14.2 acres of the site, and Residential - Agriculture makes up the remaining and largest portion with +/- 16.2 acres. The half west of Rupple is planned to be age-in-place single-story cottages that are deed restricted for owners 55+. The same units will be built on the portion between Salem and Rupple but will be open to all buyers for a larger age striation. Unit sizes range from 1,220 sf to 2,050 sf.



LEGEND



E

Proposed Zoning Standards

Planning Area A: Neighborhood Zone

(A) *Purpose.*

- Provide an appropriately flexible neighborhood buffer to commercial, institutional, and single family residential uses
- Create a flexible neighborhood pattern with a variety of adaptable building types limited by mass and height rather than use or unit numbers;
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

(B) *Intent.* Planning staff shall evaluate the following criteria for suitability of uses in the Neighborhood Zone A:

(1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;

(2) The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;

(3) Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;

(4) Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;

(5) Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage

(6) Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;

(7) Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

Proposed Zoning Standards

(C) *Uses.*

(1) *Permitted Uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 24	Home occupations

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 45	Small scale production

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum. 24 feet*

** Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.*

(2) *Lot Area Minimum.* None.

(F) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(G) *Building Height Maximum. 3 stories*

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

Planning Area B: Missing Middle Zone

(A) *Purpose.*

- Create a flexible neighborhood pattern with a variety of adaptable building types limited by mass and height rather than use or unit numbers;
- Promote and maintain the development of diverse housing types at a range of sizes and price points for a range of household arrangements to meet the needs of all citizens in all phases of life;
- Allow more efficient and flexible use of existing and new housing stock at appropriate densities to support the long term maintenance of required infrastructure;

(B) *Intent.* Planning staff shall evaluate the following criteria for suitability of uses in the Neighborhood Zone B:

(1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standard, in the minimum easements and land encumbrances to ensure practical maintainability and access to all units without restricting future adaptations of site usage;

(2) The form and massing of buildings should be scaled and detailed to create an inviting and timeless neighborhood pattern;

(3) Block structure should be compact and connected, with a preference for alleys and pedestrian pathways creating additional mid-block connectivity and flexibility;

(4) Buildings should address the street appropriately with visible pedestrian entries on the primary façade connected to pedestrian pathways;

(5) Parking and car connectivity should be secondary to safe, walkable, adaptable block structure and building usage

(6) Building setbacks from the street should be minimized wherever possible to shorten the length of utility service lines and minimize maintenance and leakage potential;

(7) Side yards are encouraged to be minimized unless functionally useful for building occupants or necessary for services like trash, stormwater, and utility pedestals. This allows additional units to be provided and reduces the length of infrastructure required to serve each unit, creating more financially sustainable neighborhoods;

Proposed Zoning Standards

(C) *Uses.*

(1) *Permitted Uses*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 45	Small scale production

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	24 feet
All other uses	None

** Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.*

(2) *Lot Area Minimum.* None.

(F) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(G) *Building Height Maximum. 3 stories*

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

Planning Area C: Open Space

Planning Area C rezones existing RSF-4 area within the PZD extent to an area with regulations identical to R-A Residential Agriculture for the purpose of protecting natural areas and open space while minimizing the administrative burden on the City's staff to administrate an additional PZD zone when unnecessary to planning use. This planning area has regulations that are identical to R-A Residential Agriculture.

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

F

Existing Property Zoning Standards

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

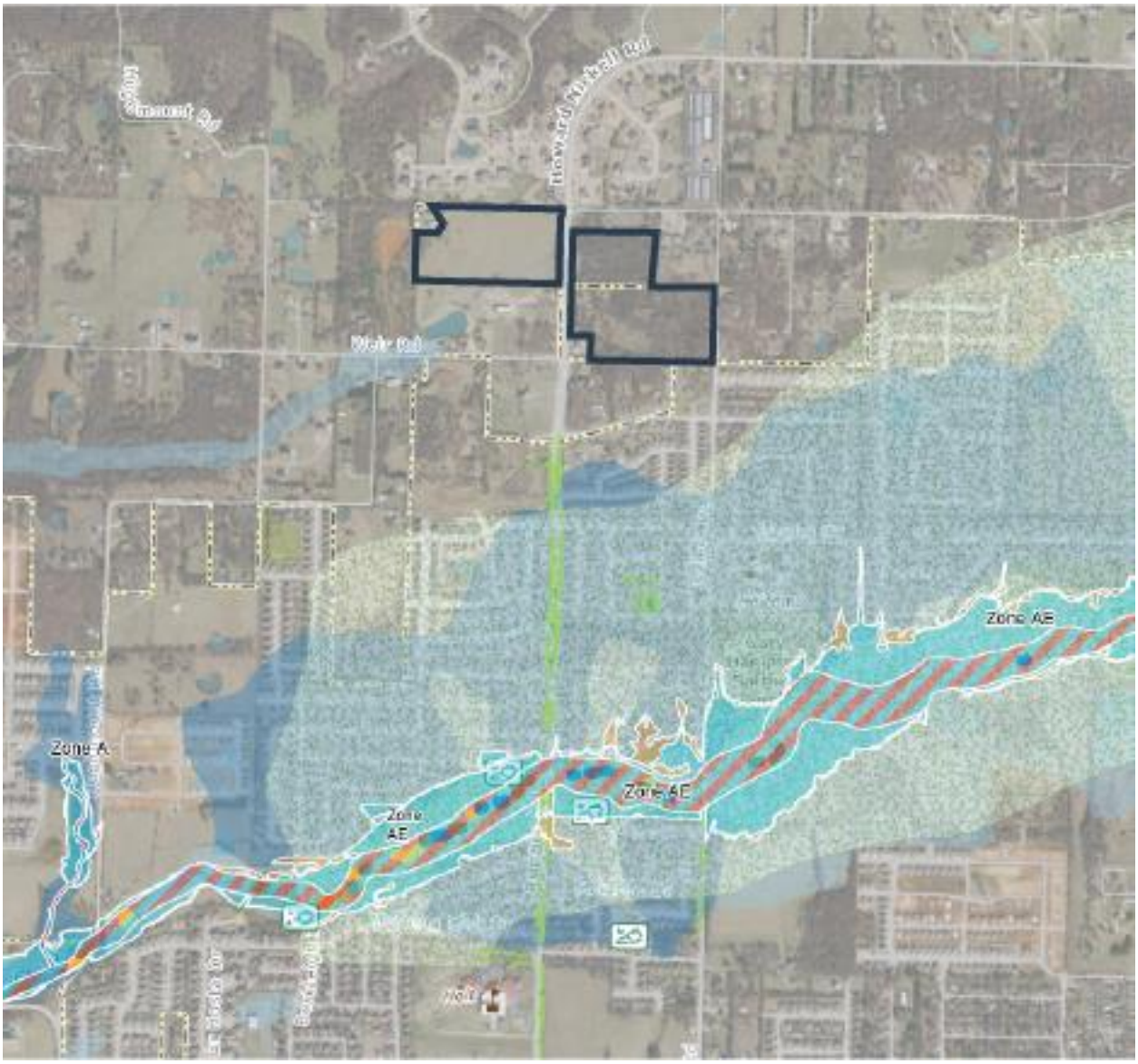
Zoning Comparison Chart

	CURRENT	PROPOSED		
	RSF-4: Residential Single-Family - Four (4) Units Per Acre	Planning Area A: Neighborhood Zone	Planning Area B: Missing Middle Zone	Planning Area C: R-A: Residential Agriculture
PERMITTED USES	1. City-wide uses by right 8. Single-family dwellings 41. Accessory dwellings 46. Short-term rentals	1. City-wide uses by right 8. Single-family dwellings 9. Two-family dwellings 24. Home occupations 41. Accessory dwelling units 44. Cluster housing development	1. City-wide uses by right 4. Cultural and recreational facilities 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 24. Home occupations 26. Multi-family dwellings 41. Accessory dwelling units 44. Cluster housing development	1. City-wide uses by right 3. Public protection and utility facilities 6. Agriculture 7. Animal husbandry 8. Single-family dwellings 9. Two-family dwellings 37. Manufactured homes 41. Accessory dwellings 43. Animal boarding and training 46. Short-term rentals
CONDITIONAL USES	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 4. Cultural and recreational facilities 5. Government facilities 9. Two-family dwellings 12a. Limited business 24. Home occupations 36. Wireless communications facilities 44. Cluster Housing Development	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 4. Cultural and recreational facilities 5. Government facilities 10. Thre (3) and four (4) family dwellings 12a. Limited business 12b. General business 13. Eating places 16. Shopping goods 19. Commercial recreation, small sites 25. Offices, studios and related services 26. Multi-family dwellings 45. Small scale production 46. Short-term rentals	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 5. Government facilities 12a. Limited business 12b. General business 13. Eating places 16. Shopping goods 19. Commercial recreation, small sites 25. Offices, studios and related services 45. Small scale production 46. Short-term rentals	2. City-wide uses by conditional use permit 4. Cultural and recreational facilities 5. Government facilities 20. Commercial recreation, large sites 24. Home occupations 35. Outdoor Music Establishments 36. Wireless communications facilities 42. Clean technologies
DENSITY	Single-family: 4 or less units per acre Two-family: 7 units per acre or less	None	None	One-half (1/2)
LOT WIDTH MIN. (FT)	Single-family: 70' Two-family: 80'	24 (Single-family) * Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.	24 (Single-family) None (all others) * Legal lots may meet their minimum lot width with frontage onto a private or public right of way, public or private open space, or pedestrian access (sidewalk or trail) as long as adequate utility easements and access and safe and convenient access for fire protection and sanitation vehicles exists.	200
LOT AREA MIN. (SF)	Single-family: 8,000 Two-family: 12,000	None	None	2 acres
FRONT SETBACK (FT)	15	A build-to zone that is located between the front property line and a line 25 feet from the front property line.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.	35
SIDE SETBACK (FT)	5	5	None	20
REAR SETBACK (FT)	15	5 12 (from center line of an alley)	5 12 (from center line of an alley)	35
BUILDING HEIGHT	3 stories	3 Stories	3 Stories	There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.
MAX. BUILDING AREA (%)	50%	50% of lot width	50% of lot width	None

G

Analysis of Site Characteristics

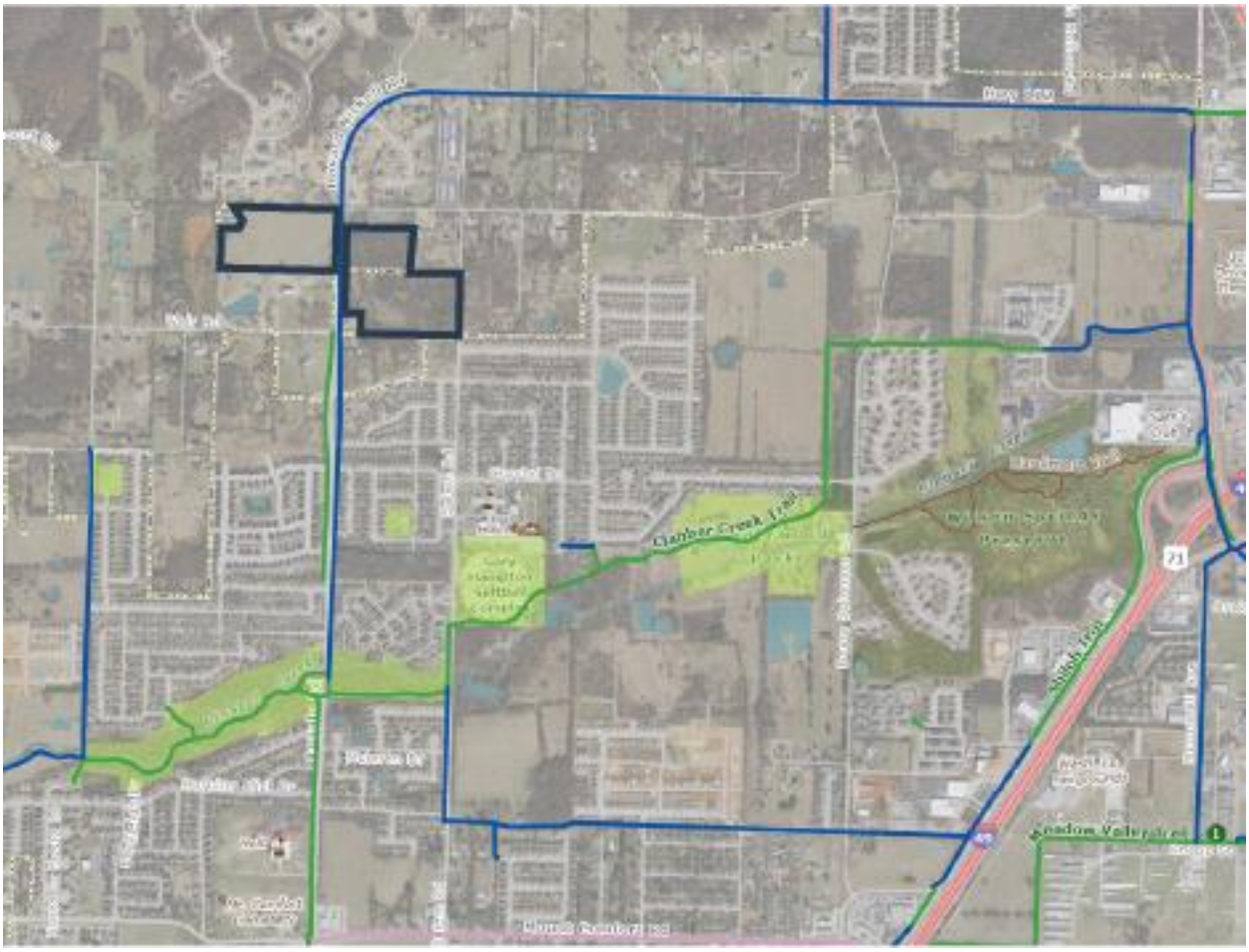
The existing site comprises of large gentle ridges with mild to significant slopes into four valleys. The two southeastern valleys drain south to Clabber Creek, while the northern and western portions meander to the southwest, eventually draining west-northwest into Clear Creek. Based on historic aerial imagery, since 1965 the bulk of the property has been and remains clear of woody vegetation, excepting the southeasternmost portion of the site from which pioneer woody species have spread north over the past two decades. The site does not include hydric soils, historic wet prairie, or other sensitive ecologies. It is also outside the floodway of Clabber Creek to the south.



H

Recreational Facilities

The proposed development includes considerate preserve areas along drainage lines, three linear storm parks for passive recreation, a +/- 7 acre preserved forested ravine, one neighborhood clubhouse and another smaller amenity space, and two pocket parks interspersed with single family lots. The site is walkable via existing sidewalks to the extensive Clabber Creek park and the future Underwood Park facilities and to Holcomb Elementary ½ mile to the south-southeast and Holt Middle School 1 mile to the south. The proposed development also sits on a main artery of the future planned trail extension up Rupple and curving around Howard Nickell to connect to the NWA Greenway and Mall area.



I

Reasons a Zoning Change is Required

The current zoning of Residential Single Family – 4 units per acre is not suitable to meet the City's needs for housing its rapidly increasing population while creating and protecting an enduring green network. Nor does it facilitate the compact, complete, and connected development of attainable and appropriately sized housing to which the City aspires, especially adjacent the Tier 3 center directly to the south on Fayetteville's Growth Concept Map. The compact, walkable, and deliberate development proposed here is the kind of development described in the City Plan 2040 that creates livable communities that require less investment in infrastructure by the City. Refer to Sections J and K following this section for more discussion of these elements.

J

Relation to Existing and Surrounding Properties

The surrounding properties to the north outside City limits are larger lot single family residences and estate residential strips tucked into the forested hills. Patterned southeast towards Holcomb Elementary are RSF-8 and RSF-4 neighborhoods with minimal to no green space. Catty-corner to the southwest down Rupple is a +/- 4.7 acre Neighborhood Services – General site that may soon provide some of the commercial services and feel desired by its City Neighborhood designation in the Future Land Use plan. This proposed neighborhood development compatibly blends the compact footprints of attainable and age-in-place neighborhoods with the more rural natural setting of the County properties to the northwest through its intentional preservation of green space and provides a natural variety of housing product and price points with a walkable community structure.

K

Project Compliance with Fayetteville Comprehensive Land Use Plan + City Plan 2040

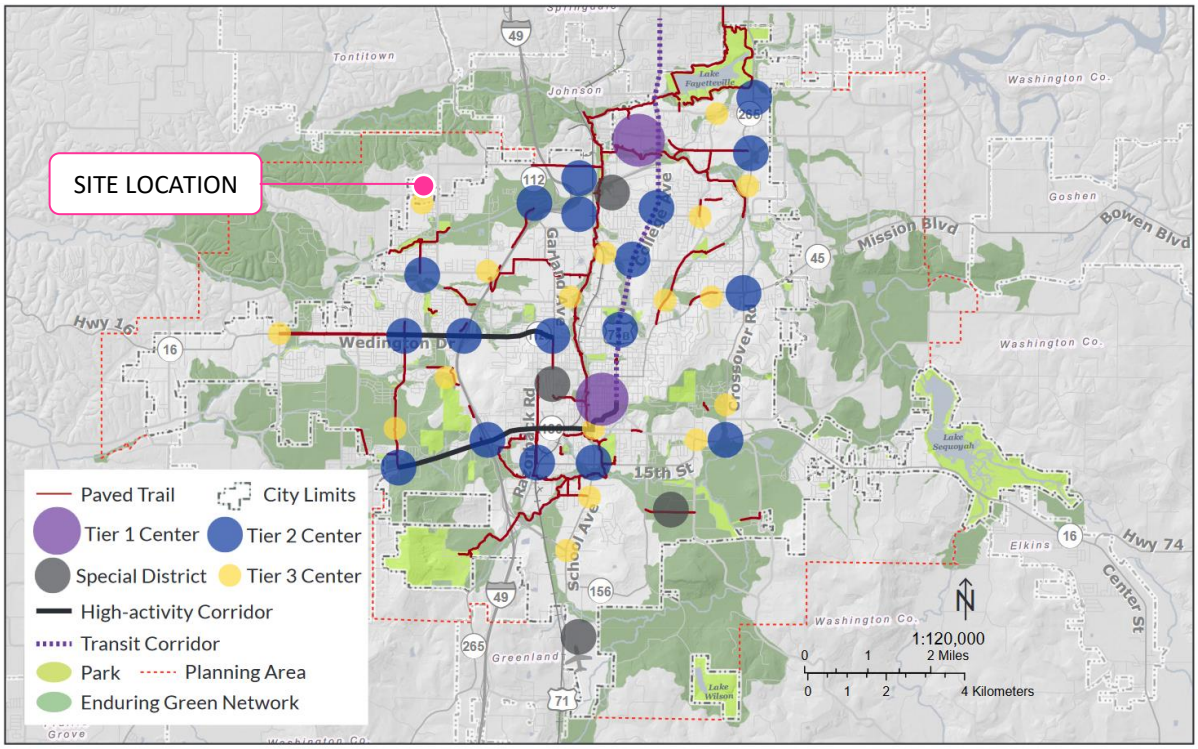


Figure 2.0 - Growth Concept Map

The project site is part of a planned Tier 3 Center at N Rupple Road and W Weir Road. Tier Three Centers are intended to serve the immediately surrounding residential areas and will cater to the specific needs of a small market. As a result, no two will be the same. Some may be characterized by one or two commercial and/or multi-family buildings located on a single intersection while others develop into a mixed-use core extending over multiple blocks and serving a broad mix of housing. The nodal nature of Tier Three Centers are important for providing a unique sense of place to a neighborhood. Tier Three Centers shown on The Growth Concept Map are not intended to be inclusive of all non-residential services that may be identified at a neighborhood-scale analysis. Neighborhood-scale and micro-retail locations are embedded within the general land use policies discussed throughout City Plan, not on the Growth Concept Map. The project site is also located with frontage on a Regional Link along Rupple Road.

The proposed development is wholly in line with the City Plan 2040's primary goals of compact, complete, and connected growth which is intentional, sustainable, and mixed use. Transit ready and commercial supportive densities are provided, and housing is centered on low impact development stormwater features and attainable age-in-place homes. The retention of green space and the compact walkable neighborhood design promotes this area as a peaceful community on the shoulder of the City Neighborhood Tier 3 hub.

Figure 3.4 - Rural

Figure 3.5 - Suburban Sprawl

Figure 3.6 - Traditional Development

Goal 3 Objectives

3.3.1 Require new growth that results in neighborhoods, districts and corridors that are:

- **Compact** – via denser housing; meaningful open spaces and preserves; small blocks
- **Complete** – via housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods
- **Connected** – via street-oriented buildings; interconnected streets; interconnected greenways and trails

3.3.2 Prepare a transit-worthy community: increase density in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes.

The 71B College Avenue Corridor Plan provides a framework for incrementally re-developing this major thoroughfare into a series of inter-connected and livable mixed-use districts. The City can provide redevelopment catalyst by making capital investments in increased street, sidewalk and trail connectivity.

3.3.3 Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.

The Razorback Regional Greenway illustrates the ability of the City to leverage capital investments in trail infrastructure to drive economic development. The City created the Fayetteville Alternative Transportation and Trail Plan in 2003 and began building the Scull Creek Trail with $2.1 million in funding provided by a bond issue passage. Additional yearly Capital Improvement Project funding of $1.3 million annually was used to build-out the remainder of the trail. The economic development catalyst that the trail provided is evidenced by the residential and commercial development occurring in nodes along the trail spine in south Fayetteville, throughout downtown/Dickson Street, in mid-town around Poplar Street, and throughout the uptown district along Mud Creek.

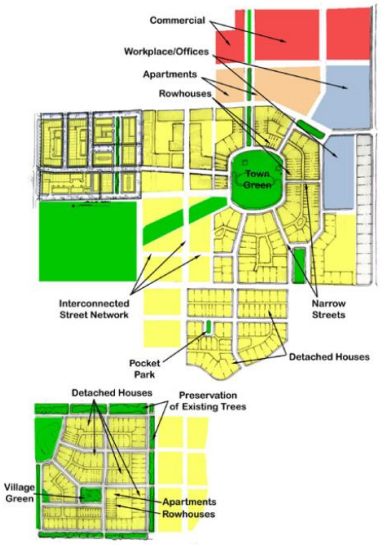
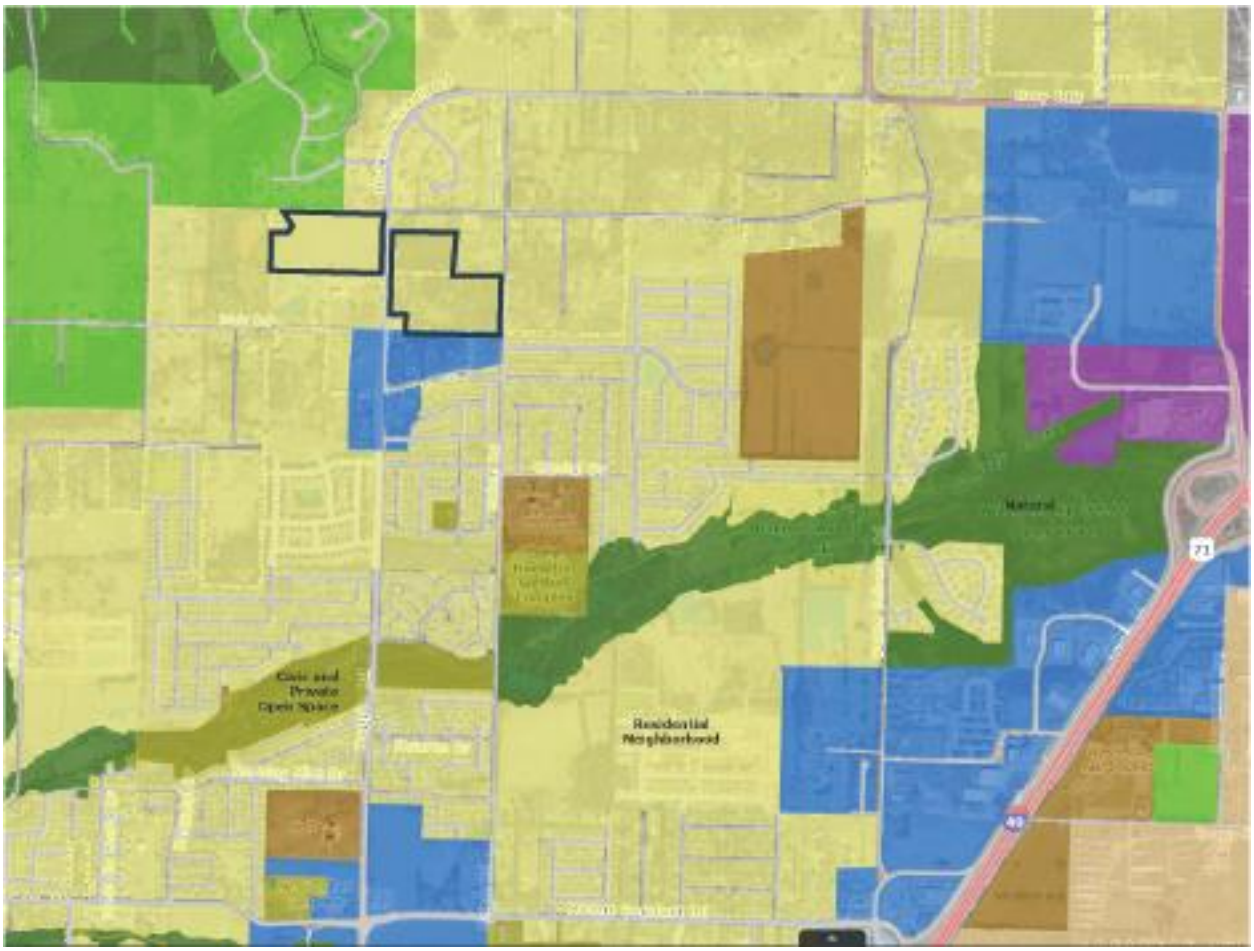


Figure 3.10 - Example Development Layout

Figure 3.11 - Example Development Layout



The Proposed development's location in a Residential Neighborhood Area and directly adjacent a City Neighborhood Area reflects the creatively gathered density and emphasis on walkability that is required to support the Tier Center and Transit Readiness Goals of the City. Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood. The following guiding policies are designed to encourage future and existing residential neighborhoods to be or become more complete, compact and connected:

- Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.
- Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- Eliminate designs elements that prohibit complete, compact and connected neighborhoods.
- Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.

- Encourage the scale of new development to be compatible in use and proportionality between a variety of residential and non-residential uses.
- Site new residential areas accessible to roadways, sidewalks, trails, transit, parklands, schools, existing utilities, and retail commercial goods and services.
- Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.
- Continue to encourage context-sensitive streets, allowing for efficient access to commercial residential areas for vehicles, pedestrians and cyclists.

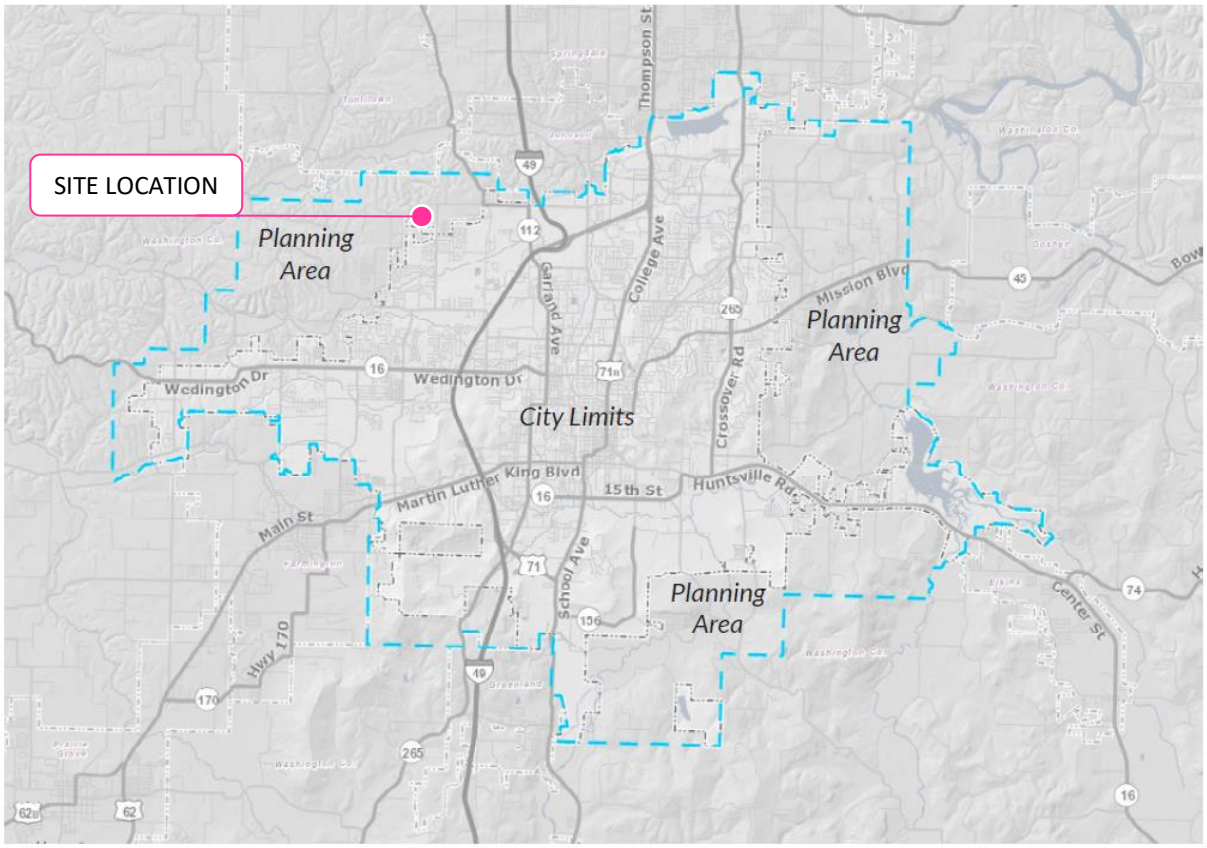


Figure 4.2 - City Limits and Planning Area

One parcel (001-16726-000) will be concurrently annexed for this proposed development as they rest just outside current City limits yet sit well within the City's Planning Area as well as the "Mayor's Box" of Rupple Road and Howard Nickell Road.

L

Traffic Study

A traffic study has not been deemed necessary at this time. Off Site Improvements will be determined at the time of development review. We would like to note that the age-restricted use of the property west of Rupple Road is likely to decrease traffic incident with the development significantly.

M

Impacts on City Services

The development in question would add public water, sewer and street improvements to the city as well as add to the sidewalk connectivity to the city's network. The project would also require trash service, fire department services, and police services. The City has stated it cannot provide a letter guaranteeing any project service until that project has been approved, yet extensive coordination with water and sewer capacity has been completed in advance of the PZD. The developer understands the required water and sewer upgrades that will be required to serve the project. Existing utility connections are shown below.

N

Development Standards, Conditions, and Review Guidelines

Screening and Landscaping, Traffic and Circulation, Parking Standards, Perimeter Treatment, Sidewalks, Streetlights, Water, Sewer, Streets and Drainage, Construction of Non-Residential Facilities, Tree Preservation, Architectural Design Standards, Proposed Signage, and View Protection will follow City of Fayetteville Unified Development Code Standards, except as differentiated below.

Proposed Architectural Design Standards

Building Elevations will be submitted at the time of development and will meet the following requirements.

(A) *Purpose.* The intent of this ordinance is to encourage timeless architectural form through the use of quality design and materials. The goal of the code is to promote functional architecture that creates attractive and usable space.

(B) *Applicability.* The Architectural Design Standards are applicable in the following instances:

(1) If a conflict occurs between different standards, these standards shall supersede the City's Nonresidential Design Standards; Office, and Mixed Use Design and Development Standards in the Downtown Design Overlay District and College Avenue Overlay District.

(2) All new construction, additions or renovations shall comply with these standards regardless of whether the improvements require a permit; ordinary repairs and maintenance are not subject to these standards. Specifically, only the new construction or portions of the building that are being renovated shall comply with these standards.

(3) Building designs that strictly comply with these standards are to be considered approved for matters of aesthetics and shall not require further discretionary review for architectural character or appearance.

(4) Building designs that do not comply with these standards may be permitted by a variance after review and approval by the Planning Commission.

(5) Building designs that are denied or approved by the Planning Commission may be appealed to the City Council.

(D) *Porches and Stoops.* If a building has a porch or stoop then it shall comply with the following regulations:

(1) *Front Porches.*

(a) *Standard.*

(i) *Depth.* 6 feet minimum from the principal façade to the inside of the column face.

(ii) *Length.* 25 to 100% of the principal facade. Front porches may be multi-story and are required to be open or screened and non-air conditioned.

(b) *Right-of-Way Encroachment.* Front porches may occur forward of the principal façade. Porches shall not extend into the right-of-way. Front porches and stoops shall not be built within 18 inches of the side property line on attached unit types.

(2) *Stoops.*

(a) *Standard.* Stoops may be covered or un-covered and stairs may run to the front or to the side.

(i) *Depth.* 4 feet minimum from the principal façade to the inside of the column face for stoops with a covered landing.

(ii) *Height.* 96 inches maximum.

(iii) *Length.* Maximum 12-foot width for each individual building entrance or group of connected entrances. The pedestrian connection from the stoop to the public sidewalk shall be allowed to run from the door along the facade of the building, parallel to the street, for a maximum of 12 feet from the door, before connecting directly to the public sidewalk.

(b) *Right-of-Way Encroachment.* Stoops may occur forward of the principal façade and may extend into the right-of-way in accordance with the building code adopted by the City of Fayetteville.

(c) *Placement.* Sidewalks shall have a minimum 5 feet clear access for pedestrian movements. Stoops shall not be built within 18 inches of the side property line on attached unit types.

(3) *Projected Bay.*

(a) *Standard.* Bays shall consist of habitable space.

(i) *Depth.* 4 feet maximum from the principal facade.

(ii) *Second Story Height.* Bays above the first or ground floor shall have a minimum of 10 feet clear to the underside of the horizontal floor. Supports or appendages shall not extend below 7 feet clear.

(iii) *Length.* 50% maximum of the principal façade length.

(b) *Second Story Right-of-Way Encroachment.* Bays above the first or ground floor may encroach within the right-of-way, in accordance with the Building Code adopted by the City of Fayetteville.

(c) *Placement.* Projected bays shall not interfere with street trees, street lights, street signs or other such civic infrastructure.

(E) *Exterior Architectural Elements.* The lists of permitted materials and configurations have been selected for their durability, sustainability and responsiveness to climate. The primary goal of the Architectural Elements is authenticity; the elements encourage construction that is straightforward and functional and draws its ornament and variety from the assembly of genuine materials. Items not listed in the Architectural Elements may be approved upon review by the Planning Commission.

(1) *Rear Yards Only.* The following shall only be located in the rear yard unless screened in a side yard by a durable and attractive screen or fence enclosure:

(a) Trash dumpsters.

(b) Trash and recycling carts and bins.

(2) *Exterior Prohibited Materials.* The following shall be prohibited:

(a) *Undersized Shutters.* Shutters shall be sized so as to equal the width required to cover the window opening.

(b) *Shutters made of plastic*.

(c) *Glass with reflective coatings other than clear glass with Low-E coatings.* (See opacity and façade section).

(d) *Plastic or PVC roof tiles*.

(e) *Aluminum siding.*

(f) *Vinyl siding.*

(g) *Wood fiber board*.

(h) *Unfinished pressure-treated wood.*

(i) *EIFS* (Exterior Insulation Finish System) located on the first or ground floor.

(3) *Columns, Arches, Pedestals, Railings and Balustrades.*

(a) *Permitted Configurations*.

(i) Square columns shall have a minimum width of 6 inches with or without capitals and bases.

(ii) Round columns shall have a minimum 6-inch outer diameter with or without capitals and bases.

(iii) Pedestals shall have a minimum width of 8 inches.

(b) *Permitted Materials*.

(i) *Columns and Pedestals.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(ii) *Arches and Lintels.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(iii) *Railings and Balusters.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, concrete masonry units with stucco, stone, structural steel, cast iron, wrought iron, and glass.

(4) *Windows, Skylights, and Doors.*

(a) *General Requirements.*

(i) Visible sills on the exterior of the building are required for all windows.

(ii) Windows shall have trim on the sides and top when the exterior of the building is fiber cement siding. Window trim shall have a minimum dimension of 0.75 inches × 3.5 inches (a normal 1×4).

(iii) A minimum of 10% of the window area per floor shall be operable with the exception of the first or ground floor.

(b) *Permitted Configurations*.

(i) All window configurations are allowed.

(c) *Permitted Finish Materials*

(i) *Windows.* Windows may be made of wood, aluminum, copper, steel, clad wood, thermally broken vinyl or aluminum. No false grids are permitted except for where mullions and muntins are permanently adhered to both the interior and exterior of a pane of thermally broken glass separated by a spacer aligned with the mullions or muntins in between panes of thermally broken glass. (Commonly referred to as simulated divided light windows).

(ii) *Doors.* Doors may be made of wood, glass, fiberglass or metal. (I.e. steel, aluminum, copper, bronze, etc.)

(iii) *Sills.* Brick, painted stained or natural wood, Terra Cotta, stained painted or un-painted concrete with a smooth finish, cast-in-place concrete with or without stucco, pre-cast concrete, fiber cement board, concrete masonry units with stucco, stone, structural steel, and cast iron.

(5) *Roofs and Gutters.*

(a) *General Requirements.*

(i) Roofs may be gabled, hipped, mansard, shed, gambrel, barrel-vaulted, or domed.

(ii) Applied mansard roofs are not permitted.

(iii) Low sloped roofs (less than 1 in 12 pitch) shall have light colored finish materials.

(b) *Permitted Configurations*.

(i) Gutters may be rectangular, square, half-round, or Ogee sections.

(c) *Permitted Finish Materials*

(i) *Metal Roofs.* Metal roofs may be made of galvanized steel, aluminum-zinc coated steel, copper, aluminum, zinc-alum, lead coated copper, terne, or powder coated steel.

(ii) *Shingles.* Shingles shall be made of asphalt, metal, concrete, terra-cotta, slate, or cedar shingles or shakes.

(iii) *Gutters and Downspouts.* Gutters and downspouts shall be made of copper, aluminum, galvanized steel, aluminum-zinc coated steel, lead coated copper, terne, or powder coated steel.

(6) *Garden Walls, Fences and Hedges.*

(a) *General Requirements.*

(i) Fences, garden walls, or hedges are permitted along side yards, rear yards, and all property lines which abut public streets or alleys.

(ii) Fences in the front yard shall be not be 100% opaque and shall provide visible separation between the fence slats. Fences in a rear or side yard, at least 6 feet behind the principal façade of the primary structure, may be at a maximum 100% opaque.

(b) *Height*.

(i) Front yard (in front of the primary structure) maximum height of 42 inches.

(ii) Fences located in the rear and side yards (behind the principal façade of the primary structure) shall have a minimum height of 36 inches and a maximum height of 8 feet.

(c) *Permitted Configurations.*

(i) *Wood Fences.* Vertical picket fences or horizontal slat fences with corner posts, and split rail fences; privacy fences are permitted in the rear and side yard only, behind the principal façade of the primary structure.

(ii) *Metal Fence.* Fence shall be comprised of primarily vertical pickets with a minimum ⅝-inch diameter, and 4-inch maximum clear space between the pickets.

(iii) *Brick and Stone*.

(d) *Permitted Finish Materials*

(i) Wood.

(ii) Wrought iron, steel and cast iron.

(iii) Brick and stone.

(iv) Concrete masonry units with or without stucco so long as the primary structure corresponds.

(v) Reinforced concrete with or without stucco as long as the primary structure corresponds.

(7) *Opacity and Facades.*

(a) *General Requirements.*

(i) Each floor of any principal building façade above the first floor facing a park, square or street shall contain windows covering from 15% to 60% of the principal façade area.

(ii) The permitted percentage of glass may be increased to 80% for any two floors above the fourth floor provided that there is a minimum stepback of 15 feet from the principal façade.

(iii) A minimum of 10% of the window area per floor shall be operable with the exception of the first or ground floor.

(iv) All glass shall have a Low-E coating.

(v) Glass used above the first or ground floor shall have a visible transmittance rating of 0.4 or higher.

(b) *First or Ground Floor Requirements of Any Principal Façade*.

(i) Glass on the first or ground floor shall have a visible transmittance rating of 0.6 or higher.

(ii) Commercial space and storefronts shall have a minimum of 75% glass on the first or ground floor.

(iii) Office, institutional, and other non-residential space shall have a minimum of 50% glass on the first or ground floor.

(iv) Multi-family residential space shall have a minimum of 40% glass on the first or ground floor.

(v) Single family and two (2) family residential space shall have a minimum of 5% glass on the first or ground floor.

(vi) The measurement for glass percentage on the first or ground floor shall be calculated at the pedestrian level between 2—12 feet above the sidewalk. For a building façade located outside of a build-to zone the measurement for glass percentage on the first or ground floor shall be at the pedestrian level between 2 and 12 feet above the finished floor elevation (FFE).

(vii) Doors or entrances for pedestrian access shall be provided at intervals no greater than 50 ft. apart along the principal façade.

Proposed Landscape Standards

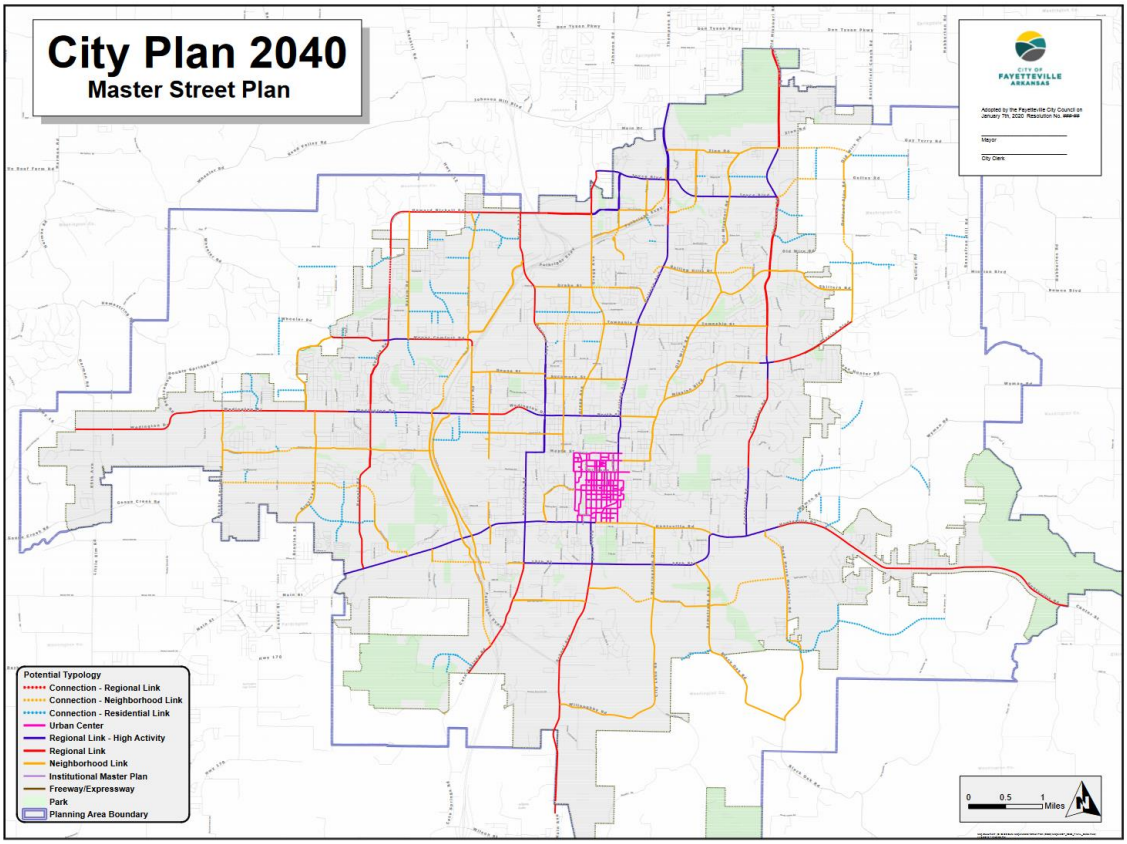
The project will comply with the standard Landscape Standards of the City of Fayetteville. Where lots front onto an alley, public or private open space, or pedestrian access, either one (1) tree per lot or one (1) tree for every 30' of frontage, whichever is fewer, shall be provided. These trees shall be placed in the proximity of the lot yet shall not be required to be placed on the lot; they may be clustered or arranged to the benefit of the alley, open space, or pedestrian access in an overall quantity to meet the spirit of UDC 177.05(B).

O

Planned Zoning District Intent Fulfillment

Flexibility	While this project's design and philosophy is wholly in line with the City of Fayetteville's City Plan 2040 goals, the project requires the flexibility of a Planned Zoning District to achieve two elements: townhouses in sets of more than 4 contiguous units and alley-loaded units facing a park rather than a street right of way. In all other ways, the project could be developed under typical existing form-based zones. The flexibility of a PZD provides the project with the opportunity to provide more traditional townhouse blocks of 5 and 6 contiguous units and platted fee simple lots facing green space. This arrangement allows for density more in line with the city's goals, demographic and housing cost needs of citizens, and provides the opportunity for additional common natural space. Units with front porches that face directly onto a park allow young children to safely play together in park space right outside the front door, without the danger of crossing the street, and within the safe view of parents sitting on front porches and stoops. The public "right of way" as park maintains all the pedestrian connectivity and social connection of a neighborhood street, but replaces the large space typically dedicated to cars in the right of way to playing children and low impact development stormwater storage.
Compatibility	The surrounding properties to the north outside City limits are larger lot single family residences and estate residential strips tucked into the forested hills. Patterned southeast towards Holcomb Elementary are RSF-8 and RSF-4 neighborhoods with minimal to no green space. Catty-corner to the southwest down Rupple is a +/- 4.7 acre Neighborhood Services – General site that may soon provide some of the commercial services and feel desired by its City Neighborhood designation in the Future Land Use plan. This proposed neighborhood development compatibly blends the compact footprints of attainable and age-in-place neighborhoods with the more rural natural setting of the County properties to the northwest through its intentional preservation of a large percentage of the site's most sensitive ecological areas and provides a natural variety of housing product and price points with a walkable community structure.
Harmony	The PZD allows for an orderly and creative provision of housing in a walkable format with densities appropriate to the area and the supporting infrastructure in the neighborhood.
Variety	The proposed neighborhood provides a variety of unit types, uses, and price points for residents not typically found in an exclusionary single family neighborhood. The age-restricted western portion of the develop provides 2-3 bedroom units that address a critical market need for attainable age-in-place residences. The inclusion of multi-family housing by right in this PZD is purely a result of desiring to provide more traditional runs of townhouses with 5-9 contiguous buildings.
No Negative Impacts	The development provides no negative effect upon the future development of the area, providing a complete, compact, and connected street network and a flexible, traditional block structure that allows future flexibility and redevelopment within the neighborhood.
Coordination	The land surrounding the property to the south is largely already developed. Connections and rational edge to the development have been provided to the future development to the west, the large single family parcels to the northeast, and potential future connectivity to the east. These measures plan for future development and urbanization so they may occur in a coordinated and coherent manner.
Open Space	One of the primary benefits of the PZD approach for the development of this site is allowing the provision of more usable and suitably located open space for recreation than would otherwise be possible under typical zoning regulations.

Natural Features	The plan for the proposed development exemplifies the aims of PZDs to provide "maximum enhancement and minimal disruption of existing natural features and amenities." The existing landforms and drainage patterns are respected and celebrated through their integration into functional stormwater management and open green space amenity. The steep, wooded ravines on the eastern portion of the proposed development are intentionally preserved to minimize siltation and runoff for better water quality as well as to retain canopy coverage and natural habitat that can be sensitively enjoyed for passive recreation.
Future Land Use Plan	The PZD's careful layout of planning areas secures considerately gathered density as a means to nurture the postcard aspiration of traditional communities with neighbors chatting from porch to porch and preservation of natural areas that are harmoniously consistent with the guiding policies of the Future Land Use Plan.
Special Features	The site's topography and drainage patterns present challenges to providing dense enough development without significant earthwork and engineered stormwater management. The geometry and dimensions of the site makes efficient, rear loaded units a challenge. The PZD's innovative approach to frontages and careful attendance to planning area layout allow for a reasonable density and unit mix that would be challenging under typical zoning regulations.
Recognized Zoning Consideration	The proposed zoning approach is novel and allows a degree of flexibility use designed to reduce car trips and increase the walkability and resilience of the neighborhood. It does allow several things not currently typical to the city's zoning regulations, as is appropriate and intentional to the concept of PZD's within the city.

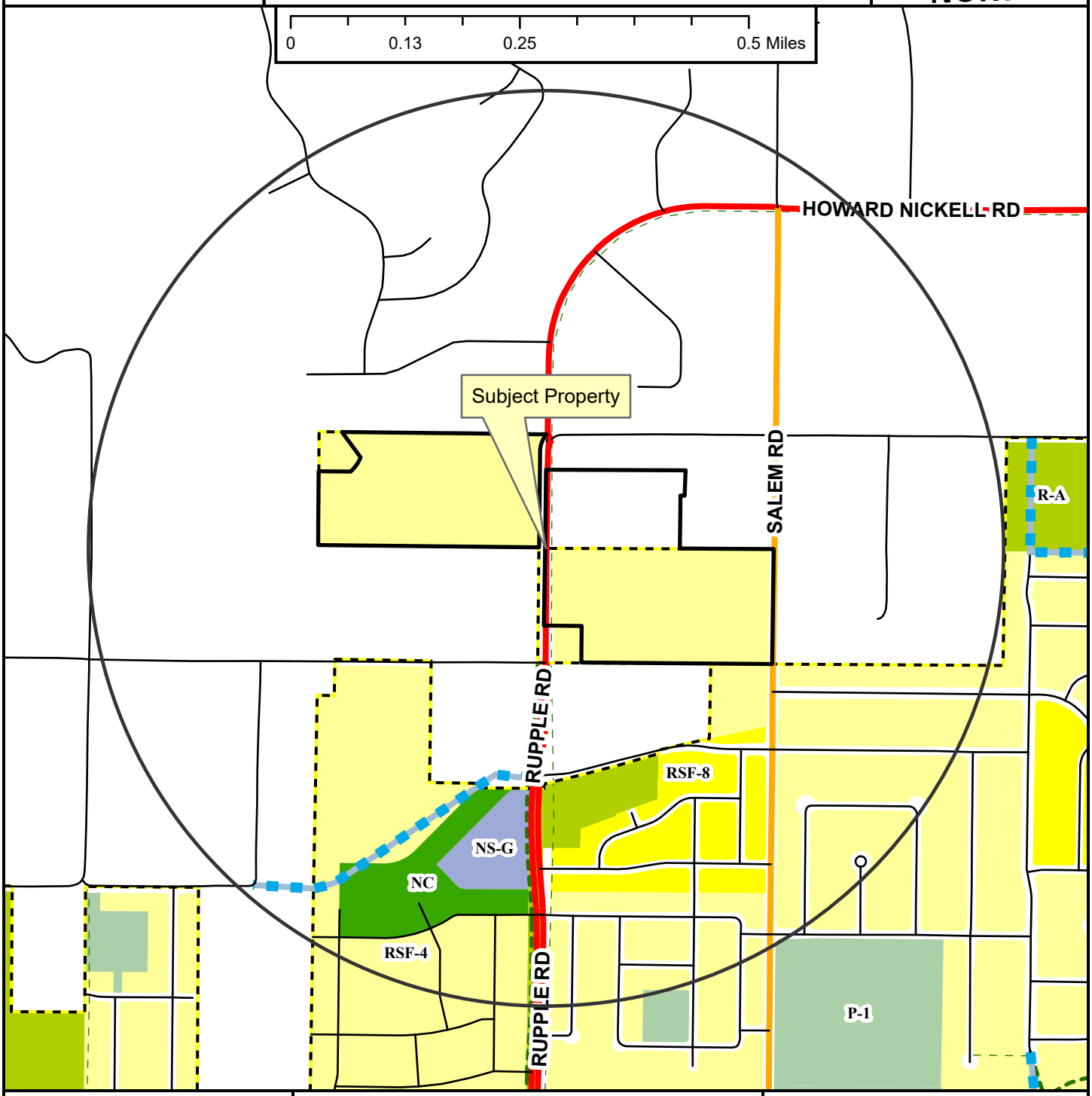


PZD-2024-0005

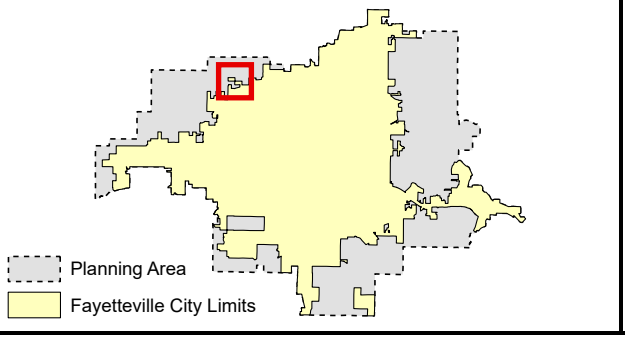
One Mile View

N. RUPPLE RD & W. SALEM RD

NORTH



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Zoning

RESIDENTIAL SINGLE-FAMILY
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION
- E-1

COMMERCIAL
- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

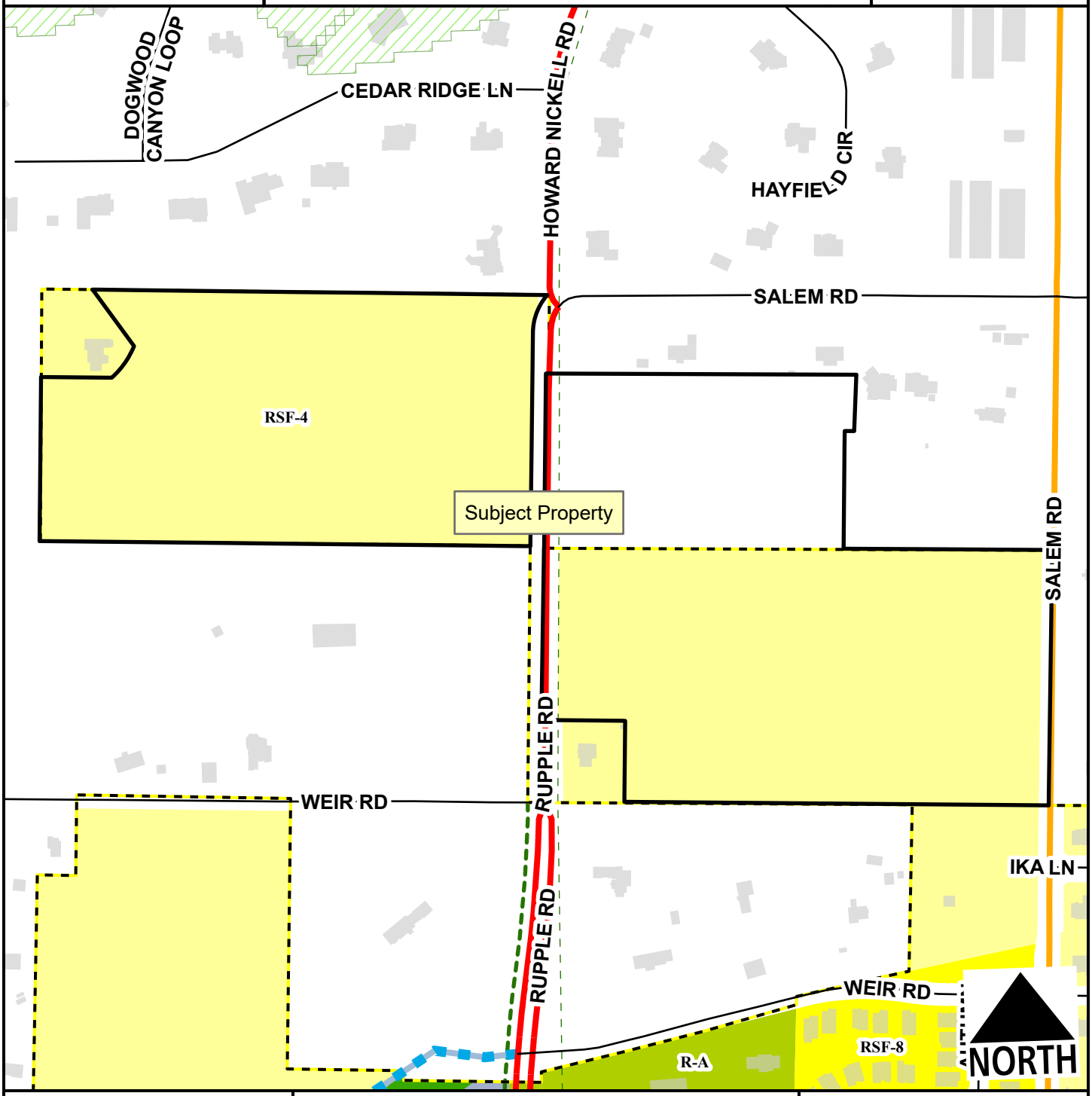
PLANNED ZONING DISTRICTS
- Commercial, Industrial, Residential

INSTITUTIONAL
- P-1

PZD-2024-0005

Close Up View

N. RUPPLE RD & W. SALEM RD



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 137.5 275 550 825 1,100

1:4,500

- Residential-Agricultural
- RSF-4
- RSF-8
- Neighborhood Services - Gen.
- Neighborhood Conservation

PZD-2024-0005

Current Land Use

N. RUPPLE RD & W. SALEM RD

NORTH

- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 150 300 600 900 1,200

1:5,000

FEMA Flood Hazard Data

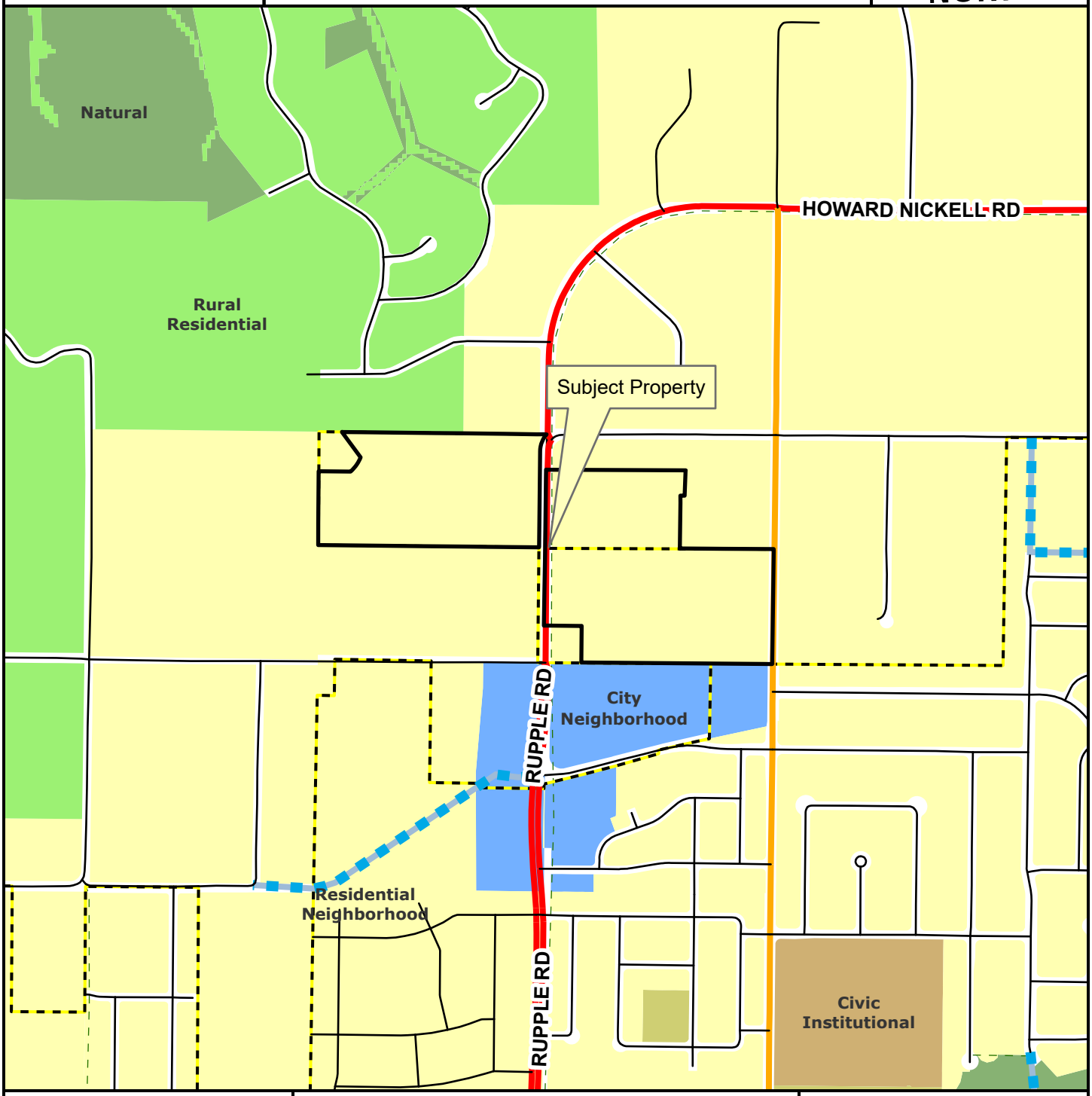
- 100-Year Floodplain
- Floodway

PZD-2024-0005

Future Land Use

N. RUPPLE RD & W. SALEM RD

NORTH



- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Outlook

RE: Foxtail Meadows PZD (PZD-2024-0005)

From Michael Mauldin <mike@mauldinvaught.com>
Date Sun 10/13/2024 1:12 PM
To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Gretchen, thank you for your email. I wanted to take you up on your offer to reply with concerns.

In short, I oppose the PZD request.

Compatibility

- Page 1 of the memo lists surrounding land uses and zoning. The surrounding land in All directions list 1 unit per acre. This proposed high-density development is not compatible with the surrounding land.
- Page 2 lists planning areas A and B will provide for single- and multi-family dwellings with no density limitation. The nearest multi-family units are miles away. This is not compatible with the surrounding land.

Density

- The current zoning for portions (not all) of the proposed development is RSF-4. On page 3, staff describe the density to be 3.7 units per acre which is less than the current RSF-4. However, once you only consider the Areas A and B (totaling 27.8 acres) that will be used for construction of the 160 units, the density will be 5.75 units per acre. Therefore, the lot sizes (with minimum setbacks and/or zero lot lines) are much smaller than RSF-4 neighborhoods in the area. This is mentioned again later under Drainage concerns. Neither the density nor the lot sizes of the PZD are compatible with the surrounding land.

Infrastructure

- Streets – all 160 units will only access a small 2-lane portion of N Rupple Rd. No curb and gutter and no sidewalk. Staff describe access to Salem Rd, but the plans show no outlet on Salem. Unless the developer is required to install and connect to existing curb and gutter and sidewalks, residents and pedestrians would be required to share this narrow 2-lane portion of Rupple Rd.
- Water – the waterline isn't large enough to provide adequate water capacity for fire flow to properly protect this development.
- Sewer – sewer is not available to the site. Even if the developer paid to extend the sewer to the site, I don't see where the city would benefit after this one development. Surrounding land is already developed and utilizes septic.
- Drainage –
    - My property adjoins the North side of Phase 1. When we built our home 10 years ago, we were required to install a special cap and fill septic system because the water table was too high. Phase 1 sits lower than our property.
    - There's a large storm water pipe between my house and the Harris house. The water runs into the Phase 1 field and ultimately in the pond or on down the hill. I need to make sure

that storm water will continue to flow as good, if not better, than it already does after the property is developed. If the developer brings in a bunch of dirt and stops the flow of water, I've got to make sure it's got somewhere to go. The amount of water is often substantial.
    - During Spring downpours, a large portion of Phase 1 (which has a large low area) has had standing water for some time. This makes me concerned it may have severe soil saturation issues.
    - The initial plans show lot sizes that will allow for little to no greenspace around the houses. This, in addition to having a substantial amount of hard surfaces from both streets and alleys makes me concerned of the sites ability to process/absorb runoff with no impact to surrounding properties. I would expect the need for a detention pond separate from the protected area around the stream in Phase 1, but I don't see one on the plans provided.
- Fire – The anticipated response time would be 8.2 minutes. This development would be within city limits and not meet the City's response time goal of 6 minutes.

Infill Matrix…here is the AI Overview of the City Plan 2040 Infill Matrix:

- Infill scores are typically low, around 5–6, but can increase if park improvements and other services are constructed nearby. The city's goal is to create compact, connected, and complete neighborhoods in an area with many employment opportunities but limited housing.
- Concerns
    - The score range was 1-5 for this site which is lower than the (low) 5-6 mentioned above.
    - This neighborhood would not be connected. It's isolated because it's surrounded by Agricultural Single-Family Residential (1 unit per acre).
    - Depending on the requirement for the developer to install curb and cutter and connect to existing sidewalks, a portion of a residents ~1 mile walk to reach the softball park or paved trail would be on a narrow 2-lane road with no curb and gutter or sidewalks. The walk back could be intense for some in the 55+ community because it's up a steep hill.
    - Unless all residents want to work at Holcomb Elementary, there are no employment opportunities in the area to meet the infill matrix goal of providing housing near employment opportunities.

Summary
This development is trying to fit a square peg in a round hole. It's trying to provide for urban infill on land that is barely in city limits where there is not adequate infrastructure…streets, water, sewer, drainage, or fire.

When staff uses phrases like "on the balance of considerations" or the proposed PZD is "somewhat consistent with the City's adopted land use plans", it just feels like this development is being forced for some reason.

I respectfully request the PZD proposal not be approved. A large portion of the development is already zoned RSF-4 which is closer to compatible with neighborhoods in the area. This PZD proposal (that literally sets no density limits) is not compatible with any neighborhoods I can think of in the NW corner of the City…yet alone on the very outskirts of city limits surrounded by 1 unit per acre properties.

Thank you,
Mike

Michael V. Mauldin, CPA, CVA
Mauldin Vaught, PLLC
4064 N Remington Drive
Fayetteville, Arkansas 72703
Phone 479-587-1040
www.MauldinVaught.com

MAULDIN VAUGHT
CERTIFIED PUBLIC ACCOUNTANTS

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From: Harrison, Gretchen <gharrison@fayetteville-ar.gov>
Sent: Friday, October 11, 2024 2:38 PM
To: Michael Mauldin <mike@mauldinvaught.com>
Subject: Foxtail Meadows PZD (PZD-2024-0005)

Good afternoon Mike,

Attached is a copy of the report that we have prepared for the planned zoning district (PZD) on Rupple Road. Please feel free to reach out if you have questions about anything included in the report, want more information, or would like to comment on it.

Thank you,

Gretchen Harrison
Senior Planner
City of Fayetteville, Arkansas
(479) 575-8263
Website | Facebook | Twitter | Instagram | YouTube

CITY OF
FAYETTEVILLE
ARKANSAS

Outlook

Foxtail Meadows

From Flint Harris <flint@breakstonebuilding.com>
Date Mon 10/14/2024 10:10 AM
To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gretchen,

I live next door to Mike Mauldin. The proposed Foxtail Meadows community will abut my house. **I oppose the Foxtail Meadows PZD** request for the reasons Mike already laid out. I've copied his response below.

Compatibility

- Page 1 of the memo lists surrounding land uses and zoning. The surrounding land in All directions list 1 unit per acre. This proposed high-density development is not compatible with the surrounding land.
- Page 2 lists planning areas A and B will provide for single- and multi-family dwellings with no density limitation. The nearest multi-family units are miles away. This is not compatible with the surrounding land.

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literally sets no density limits) is not compatible with any neighborhoods I can think of in the NW corner of the City…yet alone on the very outskirts of city limits surrounded by 1 unit per acre properties.

--
Flint Harris
Owner, Breakstone LLC

Outlook

RE: Appeal of PZD-2024-0005

From Pennington, Blake <bpennington@fayetteville-ar.gov>
Date Tue 10/22/2024 8:54 AM
To Will Kellstrom <wkellstrom@watkinslawoffice.com>; CityClerk <cityclerk@fayetteville-ar.gov>
Cc Curth, Jonathan <jcurth@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Allison Thurmond Quinlan <atq@flintlocklab.com>; Harrison, Gretchen <gharrison@fayetteville-ar.gov>

Good morning. This appeal meets the form, time, and place requirements of UDC Section 155.02.

I'm copying Jonathan and Gretchen so they're aware of the appeal.

Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

From: Will Kellstrom <wkellstrom@watkinslawoffice.com>
Sent: Tuesday, October 22, 2024 8:49 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Allison Thurmond Quinlan <atq@flintlocklab.com>
Subject: Appeal of PZD-2024-0005

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I represent United Built Homes with respect to the aforementioned rezoning, which was denied by the Planning Commission on 10/14/24. I have attached my letter of appeal to this email.

I have cc'd Blake and Kit, as well as Allie Quinlan, the representative who was present at the Planning Commission meeting.

Please let me know if you guys need anything else from me in order to get this appeal submitted pursuant to code.

Thanks!

Will A. Kellstrom

Watkins, Boyer, Gray & Curry, PLLC

1106 W. Poplar

Rogers, AR 72756

Office: 479-636-2168

Cell: 479-512-0014

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DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Rawn**
City Council

CC: **Jonathan Curth**, Development Services Director

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **January 29, 2025**

RE: **Foxtail Meadows Rezoning Invalid**

Last fall, the Planning Commission considered annexation rezoning petitions for a project called Foxtail Meadows near Rupple Road and Salem Road. Both the annexation and rezoning were denied by the Planning Commission and the applicant properly appealed to the City Council.

Both items were on the November 19, 2024 agenda and the City Council approved the annexation of approximately 7.90 acres into Fayetteville. After the annexation was approved, the City Council then considered and voted to approve an ordinance to rezone the entire 44 acre Foxtail Meadows project site to a PZD.

§ 157.03 of the Unified Development code governs notifications required for annexations, zoning map amendments, and rezonings. The applicant properly provided notice of the Planning Commission meeting. However, when an applicant appeals the Planning Commission's denial of a rezoning application to the City Council, § 157.03(B)(3) also requires written and posted notice of the appeal at least 15 days prior to the City Council meeting. This was not done by the applicant and the City did not catch the oversight until recently.

Because the required notice was not given, the rezoning ordinance is void and will need to be heard again by the City Council. The annexation appeal did not require additional public notice so the 7.9 acres has been legally annexed into Fayetteville and it is currently zoned R-A, Residential Agricultural. The other approximately 36 acres remains RSF-4, Residential Single Family, 4 Units Per Acre. The rezoning ordinance is scheduled for the February 18 City Council meeting and it will be on the first reading.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-102

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff

FROM: Jonathan Curth, Development Services Director

SUBJECT: **Administrative Item (Amend Chapter 51 – Water and Sewers): Submitted by CITY STAFF. The proposed code change will amend 51.114, Water, Sewer Tap Connection Fees to modify the existing fee schedule and fees.**

RECOMMENDATION:
City staff recommend approval of an amendment to Chapter 51, Water and Sewers, of the Code of Ordinances as described in Exhibit 'A'.

BACKGROUND:
The City has a long and well-established history of charging user fees for a number of City services, including those associated with development review. Documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others. In mid-1991, a formal user fee study was initiated. Following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed, with only portions adopted in the mid-1990s.

Subsequently in 2003, Council approved a contract for a second user fee study. This recommended fees that accurately reflect the cost of services. During the same period, Council adopted a user fee policy which include among its tenets the evaluation of user fees on a three-year cycle, an annual adjustment of fees based on the All Urban Consumer Price Index, fees that "should be levied fairly and equitably and properly to account for the benefit received by each user", and a standard that "Development charges (annexation, rezoning, lot split, construction plan review, infrastructure, stormwater, etc.) shall recover 100% of the full cost of providing the services unless reduced or waived by City Council." Despite the user fee study's proposal and the policy's adoption, no discernable action was taken, with many fees from 2024 remaining as they existed in 2004.

In the intervening years, several new development fees were introduced or saw one-off changes as additional services were offered or specific issues of recovery were identified, but no concerted study of development review fees occurred.

More recently, in February 2023 the City Council approved a contract with MGT for an updated user fee study. Core objectives of the study include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

MGT completed a review of City development review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas. These include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer. The most prominent finding of the study is a significant

discrepancy between the cost of services provided and the user fees charged, totaling approximately $2,679,307. For those fees associated with the Utility Department's water and sewer tap connection fees, the recovered cost of the service and associated materials was 22%.

	Recovery '23/'24	Revenue	Cost	Subsidy
Water & Sewer:	22%	$156,975	$698,021	$541,046
All User Fees:	55%	$2,679,307	$4,843,998	$2,164,691

This information along with the larger user fee study was shared with the City Council at their June 25th Agenda Session, after which a resolution was adopted at the Council's July 2nd meeting expressing intent to implement the study's findings (attached; Resolution 182-24).

DISCUSSION:
The proposed amendment to Chapter 51, Water and Sewer includes the following:

- Water and sewer tap connection fees will increase by 1/3rd of the recommended fee amount to mitigate the potential for shock following approximately 20 years without change
  - Increases vary from $385.00-$1,186.00
  - Additional recommended fee amounts will occur by thirds in subsequent years

- New fees are proposed for connections of depth greater than five feet
  - These fees are proposed to be actual cost when exceeding 10 feet rather than as an increment due to clear costs of equipment and material

- Street cuts and bores removed the distinction between those within the City and those outside the City, with fees increasing by 1/3rd of the recommended fee amount
  - Increases vary from $199.00-$561.00
  - Additional recommended fee amounts will occur by thirds in subsequent years

Recognizing the scope of the changes proposed in the overall user fee study, staff is recommending a staggered implementation of fees, with those proposed herein to be effective at the standard effectiveness date of an ordinance.

BUDGET/STAFF IMPACT:
The City will be reimbursed for more of its costs in providing municipal services. 2023/2024 revenue data suggests potential additional recovery of $150,000 to $200,000 depending on 2025 volumes.

ATTACHMENTS: Exhibit A (#3), 51.114 Water Sewer Tap Connection Fees - Strikethrough & Redlines (#4), 182-24 Resolution (#5)

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

File #: 2025-102

Administrative Item (Amend Chapter 51 – Water and Sewers): Submitted by CITY STAFF. The proposed code change will amend 51.114, Water, Sewer Tap Connection Fees to modify the existing fee schedule and fees.

AN ORDINANCE TO AMEND CHAPTER 51, WATER AND SEWERS OF THE FAYETTEVILLE CODE OF ORDINANCES TO PROVIDE FOR INCREASES IN WATER AND SEWER TAP CONNECTION FEES

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, in February 2023 the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service; and

WHEREAS, MGT completed the review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas that include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer; and

WHEREAS, the most prominent finding of the study is a significant discrepancy between the cost of services provided and the user fees charged, totaling approximately $2,679,307.00 and for those fees associated with the Utility Department's water and sewer tap connection fees, the recovered cost of the service and associated materials was 22%; and

WHEREAS, on July 2, 2024 the City Council passed Resolution 182-24 expressing intent to implement the study's findings; and

WHEREAS, the proposed amendments to Chapter 51, Water and Sewer include water and sewer tap connection fees increasing by 1/3rd of the recommended fee amount to ease the impact of these increases after 20 years without change, new fees for connections of depth greater than five feet, and that street cuts and bores remove the distinction between those within the City and those outside the City, with most fees increasing by 1/3rd of the recommended fee amount.

- All service connections made on city owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

Fee Description	INSIDE CITY	OUTSIDE CITY
⅝-inch Water	$810.00	$997.00
⅝-inch Double Water	$957.00	$1,144.00
1-inch Water	$1,087.00	$1,273.00
2-inch Water	$2,249.00	$2,436.00
4-inch Sewer	$855.00	$1,009.00
Cost Per Additional Depth (Exceeding 5-foot, up to 10-foot)	$606.00	
Cost Per Additional Depth (Exceeding 10-foot)	Actual Cost	
Cost Per Additional Length (Per Foot Exceeding 60 feet)	$40.00	
Street Cut	$1,136.00	
Street Bore	$560.00	
Cost per Additional Lane	$213.00	
Gravel Road Crossing/Cut	$774.00	

EXHIBIT 'A'

51.114 Water, Sewer Tap Connection Fees

(A) All service connections made on city owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

Fee Description	INSIDE CITY	OUTSIDE CITY
⅝-inch Water	$810.00	$997.00
⅝-inch Double Water	$957.00	$1144.00
1-inch Water	$1087.00	$1,273.00
2-inch Water	$2,249.00	$2,436.00
4-inch Sewer	$855.00	$1,009.00
Cost Per Additional Depth (Exceeding 5-feet, up to 10-feet)	$606.00	
Cost Per Additional Depth (Exceeding 10-feet)	Actual Cost	
Cost Per Additional Length (Per foot exceeding 60-feet)	$40.00	
Street Cut	$1,136.00	
Street Bore	$560.00	
Cost per Additional Lane	$213.00	
Gravel Road Crossing/Cut	$774.00	

(B) Fees for connections where unusual field conditions exist shall be determined by the City Engineer. Unusual field conditions would include but not be limited to the presence of rock, any state or U.S. Highway crossing, extra thick concrete or asphalt paving, or conflicts with other utilities. The City Engineer may also modify the stated fees if there are a number of taps to be made in the same location, or if a plumber or other contractor is allowed to do the excavation.

(Code 1965, §21-2; Ord. No. 2676, 11-4-80; Ord. No. 2746, 8-4-81; Ord. No. 2895, 2-15-83; Ord. No. 3088, 5-7-85; Ord. No. 4066, §1, 11-4-97; Code 1991, §51.114)

51.114 Water, Sewer Tap Connection Fees

(A) All service connections made on city owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

Fee Description	INSIDE CITY	OUTSIDE CITY
⅝-inch Water	~~$425.00~~$810.00	~~$475.00~~$997.00
⅝-inch Double Water	~~$475.00~~$957.00	~~$525.00~~$1144.00
1-inch Water	~~$525.00~~$1087.00	~~$575.00~~$1,273.00
2-inch Water	~~$1,200.00~~$2,249	~~$1,250.00~~$2,436
4-inch Sewer	~~$425.00~~$855.00	~~—~~$1,009.00
~~6-inch Sewer~~	~~$625.00~~	~~—~~
Cost Per Additional Depth (Exceeding 5-feet, up to 10-feet)	$606.00	
Cost Per Additional Depth (Exceeding 10-feet)	Actual Cost	
Cost Per Additional Length (Per Foot)	$40.00	
~~City~~ Street Cut	~~$575.00~~$1,136.00	~~$575.00~~
~~City~~ Street Bore	~~$225.00~~$560.00	~~$225.00~~
~~State Hwy Permit~~	~~$125.00~~	~~$125.00~~
~~State Hwy Bore~~	~~$425.00~~	~~$425.00~~
~~State Hwy Cut~~	~~$1,225.00~~	~~$1,225.00~~
Cost per Additional Lane	$213.00	
Gravel Road Crossing/Cut	$774.00	

(B) Fees for connections where unusual field conditions exist shall be determined by the City Engineer. Unusual field conditions would include but not be limited to the presence of rock, any state or U.S. Highway crossing, extra thick concrete or asphalt paving, or conflicts with other utilities. The City Engineer may also modify the stated fees if there are a number of taps to be made in the same location, or if a plumber or other contractor is allowed to do the excavation.

(Code 1965, §21-2; Ord. No. 2676, 11-4-80; Ord. No. 2746, 8-4-81; Ord. No. 2895, 2-15-83; Ord. No. 3088, 5-7-85; Ord. No. 4066, §1, 11-4-97; Code 1991, §51.114)

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

Resolution: 182-24

File Number: 2024-222

IMPLEMENT USER FEE STUDY RECOMMENDATIONS (RESOLUTION OF INTENT):

A RESOLUTION OF INTENT TO IMPLEMENT THE RECOMMENDATIONS OF THE 2024 USER FEE STUDY INCLUDING A FULL COST RECOVERY MODEL, ESTABLISHMENT OF A MASTER FEE SCHEDULE, AND ANNUAL ADJUSTMENT

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others; and

WHEREAS, in mid-1991, a formal user fee study was initiated but, following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed with only portions adopted in the mid-1990's; and

WHEREAS, in 2003, the City Council approved a contract for a second user fee study, an element of which focused on Planning and Building Safety; and

WHEREAS, in June 2005, the City Council approved a User Fee Cost Recovery Policy for City Services, but no discernable action was taken, with many fees from 2024 remaining as they existed in 2004; and

WHEREAS, in February 2023, the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to implement the recommendations of the 2024 User Fee Study including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.

PASSED and APPROVED on July 2, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-104

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff

FROM: Jonathan Curth, Development Services Director

SUBJECT: **Administrative Item: (Amend Chapter 110 – Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks, Chapter 116 - Door to Door Solicitation, and Chapter 118 - Business Registry and Licenses): Submitted by CITY STAFF. The proposed code change will amend chapters of Title XI, Business Regulations to modify the existing fee schedule and fees.**

RECOMMENDATION:
City staff recommend approval of an amendment to Chapter 110, Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks, Chapter 116 Door to Door Solicitation, and Chapter 118 Business Registry and Licenses as described in Exhibit 'A'.

BACKGROUND:
The City has a long and well-established history of charging user fees for a number of City services, including those associated with development review. Documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others. In mid-1991, a formal user fee study was initiated. Following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed, with only portions adopted in the mid-1990s.

Subsequently in 2003, Council approved a contract for a second user fee study. This recommended fees that accurately reflect the cost of services. During the same period, Council adopted a user fee policy which include among its tenets the evaluation of user fees on a three-year cycle, an annual adjustment of fees based on the All Urban Consumer Price Index, fees that "should be levied fairly and equitably and properly to account for the benefit received by each user", and a standard that "Development charges (annexation, rezoning, lot split, construction plan review, infrastructure, stormwater, etc.) shall recover 100% of the full cost of providing the services unless reduced or waived by City Council." Despite the user fee study's proposal and the policy's adoption, no discernable action was taken, with many fees from 2024 remaining as they existed in 2004.

In the intervening years, several new development fees were introduced or saw one-off changes as additional services were offered or specific issues of recovery were identified, but no concerted study of development review fees occurred.

More recently, in February 2023 the City Council approved a contract with MGT for an updated user fee study. Core objectives of the study include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

MGT completed a review of City development review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas. These include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer. The most prominent finding of the study is a significant discrepancy between the cost of services provided and the user fees charged, totaling approximately $2,679,307. For those fees associated with small cell facility reviews, door-to-door solicitor permits, and business licenses, the recovered cost of the service and associated materials varied between 15% and 63%.

Recovery	'23/'24	Revenue	Cost	Subsidy
Small Cell:	63%	-	-	-
Door-to-Door:	15%	-	-	-
Business Lic:	61%	$119,401	$192,620	$73,249
All User Fees:	55%	$2,679,307	$4,843,998	$2,164,691

This information along with the larger user fee study was shared with the City Council at their June 25th Agenda Session, after which a resolution was adopted at the Council's July 2nd meeting expressing intent to implement the study's findings (attached; Resolution 182-24).

DISCUSSION:

- The proposed amendment to Chapter 110, Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks includes an increase by 1/3rd of the recommended fee amount to mitigate potential customer shock following approximately 20 years without change
    - Increases vary from $7.00-$67.00
    - Wireless facilities on city-owned poles will decrease by $90.00
- The proposed amendment to Chapter 116 Door to Door Solicitation includes an increase by 1/3rd of the recommended fee amount
    - Increases vary from $7.00-$33.00
- The proposed amendment to Chapter 118 Business Registry and Licenses includes an increase by 1/3rd of the recommended fee amount
    - New licenses increase by $4.00-$37.00
    - Renewals decrease by $5.00-$15.00

Recognizing the scope of the changes proposed in the overall user fee study, staff is recommending a staggered implementation of fees, with those proposed herein to be effective two weeks after the effective date of this ordinance.

BUDGET/STAFF IMPACT:
The City will be reimbursed for more of its costs in providing municipal services. 2023-2024 revenue data suggest potential additional recovery of $100,000 to $120,000.

ATTACHMENTS: Exhibit A (#3), 110.03, 116.02, & 118.02 -Strikethrough & Redlines (#4), 182-24 RESOLUTION (#5)

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

File #: 2025-104

Administrative Item: (Amend Chapter 110 – Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks, Chapter 116 - Door to Door Solicitation, and Chapter 118 - Business Registry and Licenses): Submitted by CITY STAFF. The proposed code change will amend chapters of Title XI, Business Regulations to modify the existing fee schedule and fees.

AN ORDINANCE TO AMEND § 110.03 SMALL CELL FACILITIES AND NETWORKS; § 116.02 DOOR TO DOOR SOLICITATION; AND § 118.02 ENTRY UPON BUSINESS REGISTRY AND ISSUANCE OF BUSINESS LICENSE TO IMPLEMENT FEE CHANGES RECOMMENDED BY THE CITY'S RECENT USER FEE STUDY

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, in February 2023 the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service; and

WHEREAS, MGT completed the review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas that include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer; and

WHEREAS, the most prominent finding of the study is a significant discrepancy between the cost of services provided and the user fees charged, totaling approximately $2,679,307.00 and for those fees associated with small cell facility reviews, door-to-door solicitor permits, and business licenses, the recovered cost of the service and associated materials varied between 15% and 63%; and

WHEREAS, on July 2, 2024 the City Council passed Resolution 182-24 expressing its intent to implement the study's findings; and

WHEREAS, the proposed amendments to § 110.03, Small Cell Facilities and Networks; § 116.02, Door to Door Solicitation; and 118.02, Entry Upon Business Registry and Issuance of Business License include an increase by 1/3rd of the recommended fee amount; and

WHEREAS, implementation of the new fees will require manual entry by staff and, therefore, staff has proposed a staggered rollout during which time users may be charged the previous fee or the updated fee.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends the fees set forth in the following subsection of Section 110.03, Small Cell Facilities and Networks as follows:

§110.03(J)(1): replace $100.00 with $167.00
§110.03 (J)(2): replace $250.00 with $267.00
§110.03 (J)(3): replace $30.00 with $70.00
§110.03 (J)(4): replace $240.00 with $150.00

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the fees set forth in the following subsection of § 116.02, Door to Door Solicitation as follows:

(C): replace $40.00 with $77.00
(D): replace $5.00 with $12.00

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (C) of § 118.02, Entry Upon Business Registry and Issuance of Business License and enacts a replacement § 118.02(C) as follows:

"(C) *Fees*. Fees shall be imposed, as set forth below, to cover a portion of the cost of expenses incurred in connection with the processing of applications.

Fee Description	New	Renewal
Home Based Business	$26.00	$10.00
Non-Home Based Business	$67.00	$10.00
Short-Term Rental	$88.00	$35.00
Renewal Late Fee	$50.00	

Section 4: That the City Council of the City of Fayetteville, Arkansas authorizes staff to stagger the implementation of the fees provided in Sections 1, 2, and 3 so that those fees shall not exceed the amounts set forth in those sections for a period of two weeks after the effective date of this Ordinance. At the end of the two week period, those fees shall be set at the amounts set forth in Exhibit A.

EXHIBIT 'A'

110.03 Small Cell Facilities and Networks

…

(J) Application Fees and Annual Rates.

(1) Applicants shall submit a fee in the amount of $167.00 for each small wireless facility proposed to be installed on an existing wireless support structure or pole.

(2) Applicants shall submit a fee in the amount of $267.00 for the installation, modification, or replacement of a pole together with the collocation of an associated small wireless facility in the right-of-way.

(3) Providers shall pay an annual rate of $70.00 per small wireless facility for use of the public right-of-way.

(4) Providers shall pay an annual rate of $150.00 per small wireless facility that is collocated on a city-owned pole.

…

(Ord. No. 6220, §1(Exh. A), 8-20-19)

Editor's note(s)—Ord. No. 6220, §1, adopted Aug. 20, 2019, repealed the former § 110.03, and enacted a new § 110.03 as set out herein. The former § 110.03 pertained to similar subject matter and derived from Ord. No. 6009, §1, adopted Nov. 21, 2017.

116.02 Door To Door Solicitation At Private Residence

…

(C) *Principal Permit.* No peddling or solicitation shall be conducted within the city without a principal permit being issued. The cost for the principal to obtain a solicitor/peddler's permit is $77.00, and shall be paid to the business office before any peddling or soliciting is conducted within the city. The permit shall expire on December 31 in the year the permit is issued. In addition to the principal's permit, the principal must also comply with the city's business license requirement pursuant to Chapter 118: Business Registry and License of the Fayetteville Code. To obtain a permit, a representative of the principal shall provide a written, signed application stating:

…

(D) *Permit for Peddlers/Solicitors.* In addition to the principal permit, each peddler or solicitor acting for the principal shall also obtain a permit from the Planning Department before peddling or soliciting within the city. The cost to obtain a peddler/solicitor permit is $12.00. In applying for the permit, each applicant shall provide the following to the Planning Department:

…

(Ord. No. 5593, 7-2-13; Ord. No. 5767, 5-5-15; Ord. No. 5873, §§2—5, 5-17-16)

118.02 Entry Upon Business Registry And Issuance Of Business License

…

(C) *Fees. Fees shall be imposed, as set forth below, to cover a portion of the cost of expenses incurred in connection with the processing of applications.*

Fee Description	New	Renewal
Home Based Business	$26.00	$10.00
Non-Home Based Business	$67.00	$10.00
Short-Term Rental	$88.00	$35.00
Renewal Late Fee	$50.00	

…

(Ord. No. 5347, 9-7-10; Ord. No. 6630, §2, 12-20-22)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

110.03 Small Cell Facilities and Networks

…

(J) Application Fees and Annual Rates.

(1) Applicants shall submit a fee in the amount of $~~100~~167.00 for each small wireless facility proposed to be installed on an existing wireless support structure or pole.

(2) Applicants shall submit a fee in the amount of $~~250~~267.00 for the installation, modification, or replacement of a pole together with the collocation of an associated small wireless facility in the right-of-way.

(3) Providers shall pay an annual rate of $~~30~~70.00 per small wireless facility for use of the public right-of-way.

(4) Providers shall pay an annual rate of $~~240~~150.00 per small wireless facility that is collocated on a city-owned pole.

…

(Ord. No. 6220, §1(Exh. A), 8-20-19)

Editor's note(s)—Ord. No. 6220, §1, adopted Aug. 20, 2019, repealed the former § 110.03, and enacted a new § 110.03 as set out herein. The former § 110.03 pertained to similar subject matter and derived from Ord. No. 6009, §1, adopted Nov. 21, 2017.

116.02 Door To Door Solicitation At Private Residence

…

(C) *Principal Permit.* No peddling or solicitation shall be conducted within the city without a principal permit being issued. The cost for the principal to obtain a solicitor/peddler's permit is $~~40~~77.00, and shall be paid to the business office before any peddling or soliciting is conducted within the city. The permit shall expire on December 31 in the year the permit is issued. In addition to the principal's permit, the principal must also comply with the city's business license requirement pursuant to Chapter 118: Business Registry and License of the Fayetteville Code. To obtain a permit, a representative of the principal shall provide a written, signed application stating:

…

(D) *Permit for Peddlers/Solicitors.* In addition to the principal permit, each peddler or solicitor acting for the principal shall also obtain a permit from the Planning Department before peddling or soliciting within the city. The cost to obtain a peddler/solicitor permit is $~~5~~12.00. In applying for the permit, each applicant shall provide the following to the Planning Department:

…

(Ord. No. 5593, 7-2-13; Ord. No. 5767, 5-5-15; Ord. No. 5873, §§2—5, 5-17-16)

118.02 Entry Upon Business Registry And Issuance Of Business License

…

(C) *Fees.* *Fees shall be imposed, as set forth below, to cover a portion of the cost of expenses incurred in connection with the processing of applications.*

~~(1) *Home Based Business.* A resident conducting a non-traffic generating occupation, profession or business within the resident's dwelling unit who is registering for the first time shall pay an annual fee to submit an Application For Business Registry and License of $22.00 if submitted by October 31, except if the home based business owner registers electronically, the owner shall receive a $2.00 credit against the annual fee and pay only $20.00.~~

~~Applications submitted after the October 31 deadline shall incur a fee of $24.00 if submitted by November 30; $26.00 if submitted by December 31; and $30.00 if submitted thereafter. After an initial registration and receipt of a business license, the next year's renewal fee shall be $15.00 if timely paid. Otherwise, late payment fees shall be as assessed above.~~

~~(2) *All Other (Non-Home Based) Businesses.* Annual fees to submit the business's first Application For Business Registry and License shall be $35.00 if submitted by October 31, except that if a business registers electronically it shall receive a $3.00 credit against its annual fee and only be assessed $32.00. Applications submitted after the October 31 deadline shall incur a fee of $38.00 if submitted by November 30; $41.00 if submitted by December 31, and $52.00 if submitted thereafter. After an initial registration and receipt of a business license, the next year's renewal shall be $15.00 if timely paid. Otherwise, the late payment fees shall be assessed as above.~~

~~(3) *Partial Year Registration Fee for New Business.* If a new business or entity registers and applies for a license after March 1, the fee for the business license through November 30 of the same year shall be $17.00 except that if a business registers electronically it shall receive a $2.00 credit against its partial year fee and only be assessed $15.00.~~

~~(4) *Short-Term Rentals.* Annual fees to submit the business's first Application for Business Registry and License shall be $50.00, except that if a business registers electronically it shall receive a $3.00 credit against its annual fee and only be assessed $47.00. Applications submitted after the October 31 deadline shall incur a fee of $58.00 if submitted by November 30; $61.00 if submitted by December 31, and $72.00 if submitted thereafter. After an initial registration and receipt of a business license, the next year's renewal shall be $50.00 if timely paid ($47.00 if renewed electronically). Otherwise, the late payment fees shall be assessed as above.~~

Fee Description	New	Renewal
Home Based Business	$26.00	$10.00
Non-Home Based Business	$67.00	$10.00
Short-Term Rental	$88.00	$35.00
Renewal Late Fee	$50.00	

…

(Ord. No. 5347, 9-7-10; Ord. No. 6630, §2, 12-20-22)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023,

unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

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

Resolution: 182-24

File Number: 2024-222

IMPLEMENT USER FEE STUDY RECOMMENDATIONS (RESOLUTION OF INTENT):

A RESOLUTION OF INTENT TO IMPLEMENT THE RECOMMENDATIONS OF THE 2024 USER FEE STUDY INCLUDING A FULL COST RECOVERY MODEL, ESTABLISHMENT OF A MASTER FEE SCHEDULE, AND ANNUAL ADJUSTMENT

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others; and

WHEREAS, in mid-1991, a formal user fee study was initiated but, following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed with only portions adopted in the mid-1990's; and

WHEREAS, in 2003, the City Council approved a contract for a second user fee study, an element of which focused on Planning and Building Safety; and

WHEREAS, in June 2005, the City Council approved a User Fee Cost Recovery Policy for City Services, but no discernable action was taken, with many fees from 2024 remaining as they existed in 2004; and

WHEREAS, in February 2023, the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to implement the recommendations of the 2024 User Fee Study including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.

PASSED and APPROVED on July 2, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-105

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff

FROM: Jonathan Curth, Development Services Director

SUBJECT: **The proposed code change will amend Chapters 159 - Fees and Chapter 178 - Mobile Vendors of the Unified Development Code to modify existing fee schedule and fees.**

RECOMMENDATION:
City staff recommend approval of an amendment to Chapter 159, Fees, and Chapter 178, Mobile Vendors of the Unified Development Code as described in Exhibits 'A' and 'B'.

BACKGROUND:
The City has a long and well-established history of charging user fees for a number of City services, including those associated with development review. Documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others. In mid-1991, a formal user fee study was initiated. Following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed, with only portions adopted in the mid-1990s.

Subsequently in 2003, Council approved a contract for a second user fee study. This recommended fees that accurately reflect the cost of services. During the same period, Council adopted a user fee policy which include among its tenets the evaluation of user fees on a three-year cycle, an annual adjustment of fees based on the All Urban Consumer Price Index, fees that "should be levied fairly and equitably and properly to account for the benefit received by each user", and a standard that "Development charges (annexation, rezoning, lot split, construction plan review, infrastructure, stormwater, etc.) shall recover 100% of the full cost of providing the services unless reduced or waived by City Council." Despite the user fee study's proposal and the policy's adoption, no discernable action was taken, with many fees from 2024 remaining as they existed in 2004.

In the intervening years, several new development fees were introduced or saw one-off changes as additional services were offered or specific issues of recovery were identified, but no concerted study of development review fees occurred.

More recently, in February 2023 the City Council approved a contract with MGT for an updated user fee study. Core objectives of the study include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

MGT completed a review of City development review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas. These include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer. The most prominent finding of the study is a significant discrepancy between the cost of services provided and the user fees charged, totaling approximately

$2,679,307.

For those fees codified in the Unified Development Code, recovered costs vary by division, with Planning and Engineering at one end of the spectrum collecting 22% to 24%, and with Building Safety on the other recovering 74%.

Recovery	'23/'24	Revenue	Cost	Subsidy
Building Safety:	79%	$2,124,791	$2,681,470	$556,679
Engineering:	24%	$118,425	$494,359	$375,934
Planning:	22%	$159,715	$731,918	$572,203
All User Fees:	55%	$2,679,307	$4,843,998	$2,164,691

This information along with the larger user fee study was shared with the City Council at their June 25th Agenda Session, after which a resolution was adopted at the Council's July 2nd meeting expressing intent to implement the study's findings (attached; Resolution 182-24).

DISCUSSION:
The proposed amendment to Chapter 159, Fees of the Unified Development Code includes the following:

- Planning fees will increase by 1/3rd of the recommended fee amount to mitigate the potential for shock following approximately 20 years without change:
  - Increases vary from $10.00-$567.00
  - Additional recommended fee amounts will occur by thirds in subsequent years
  - Fees are being reorganized to better reflect related processes and development types, and graduated differences in complication

- Engineering fees will increase by 1/3rd of the recommended fee amount
  - Increases vary from $8.00-$300.00
  - Grading permits, among the most common class of permit issued by Engineering, include a revised fee structure to dynamically respond to the land area of a project.

- Building Safety fees will increase by 1/3rd of the recommended amount for flat fees
  - Increases vary from $17.00-$200.00

- Building Safety fees will increase by the full recommended amount for permit review and inspection fees (Exhibit 'B)
  - Given the dynamic calculation of permit costs based on valuation of work (a common, national convention), implementing these fees in portions are anticipated to reduce revenues below 2024 levels if certain classes of permits are not submitted consistent with historic trends
  - Trade permits, those generally associated with plumbing, electrical, HVAC, and gas work, are proposed to move to fees based on valuation rather than individual elements of work (outlets,

meters, etc.)

Building Safety has historically utilized a fee schedule for fees derived from building valuations, which are in-turn derived from building codes adopted at the state level. This schedule is included as Exhibit 'B'.

Recognizing the scope of the changes proposed in the overall user fee study, staff is recommending a staggered implementation of fees, with those proposed herein to be effective as follows:

- Engineering-related fees will be effective on the effective date of the ordinance
  - §159.01(B)(4), (B)(6), (B)(8), and (B)(12)

- Planning-related fees will be effective two weeks after the effective date of this ordinance
  - §159.01(B)(2), (B)(3), (B)(5), (B)(7), (B)(9), and (B)(10)

- Building Safety-related fees will be effective four weeks after the effective day of this ordinance
  - § 159.01 (B)(11) and the Building Safety Division Fee Schedule

BUDGET/STAFF IMPACT:

ATTACHMENTS: Exhibit 'A' (#3), Exhibit 'B' (#4), 159, Fees & 178, Mobile Vendors - Strikethrough & Redlines (#5), 182-24 Resolution (#6)

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

File #: 2025-105

The proposed code change will amend Chapters 159 - Fees and Chapter 178 - Mobile Vendors of the Unified Development Code to modify existing fee schedule and fees.

AN ORDINANCE TO AMEND CHAPTER 159, FEES AND CHAPTER 178 MOBILE VENDORS OF THE UNIFIED DEVELOPMENT CODE TO IMPLEMENT FEE CHANGES RECOMMENDED BY THE CITY'S RECENT USER FEE STUDY

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, in February 2023 the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service; and

WHEREAS, MGT completed the review-related services, the hourly rates of staff providing those services, and the time providing each service in six areas that include Building Safety, Business Licensing, Engineering, Fire, Planning, and Water & Sewer; and

WHEREAS, the most prominent finding of the study is a significant discrepancy between the cost of services provided and the user fees charged, totaling approximately $2,679,307.00; and

WHEREAS, on July 2, 2024 the City Council passed Resolution 182-24 expressing intent to implement the study's findings; and

WHEREAS, the proposed amendments will increase Engineering and Planning fees by 1/3rd of the recommended fee amount to ease the impact of these increases after 20 years without change; and flat fees for Building Safety will increase by 1/3rd of the recommended fee amount, while permit review and inspection fees will increase by the full recommended amount; and

WHEREAS, implementation of the new fees will require manual entry by staff and, therefore, staff has proposed a staggered rollout during which time users may be charged the previous fee or the updated fee.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 159.01, Fees/Schedule of the Unified Development Code and enacts a replacement § 159.01 as shown in Exhibit

A attached hereto and made a part hereof, subject to the implementation schedule set forth in Section 3 below.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby adopts the Building Safety Division Fee Schedule referenced in § 159.01(B)(11) as shown in Exhibit B attached hereto and made a part hereof, subject to the implementation schedule set forth in Section 3 below.

Section 3: That the City Council of the City of Fayetteville, Arkansas authorizes staff to stagger the implementation of the fees provided in Sections 1 and 2 as follows:

- Engineering fees in § 159.01(B)(4), (B)(6), (B)(8), and (B)(12) shall be effective on the effective date of this Ordinance.
- Planning fees in § 159.01(B)(2), (B)(3), (B)(5), (B)(7), (B)(9), and (B)(10) shall not exceed the amounts set forth in Exhibit A for a period of two weeks after the effective date of this Ordinance. At the end of the two week period, those fees shall be set at the amounts set forth in Exhibit A.
- Building Safety fees in § 159.01(B)(11) and the Building Safety Division Fee Schedule attached as Exhibit B, shall not exceed the amounts set forth in Exhibit A and Exhibit B for a period of four weeks after the effective date of this Ordinance. At the end of the four week period, those fees shall be set at the amounts set forth in Exhibit A and Exhibit B.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends § 178.03 **Sidewalk Vendors** by changing the application and permit fee from $100.00 to $133.00.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends § 178.04 **Outdoor Mobile Vendors** by changing the application and permit fee from $100.00 to $125.00.

EXHIBIT 'A'

159.01 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDC.

A councilmember may present a resolution to the City Council to waive or reduce development permit fees otherwise required by this chapter or elsewhere within the Unified Development Code, where it is permitted. If the reduction or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction or waiver of permit fee.

(B) *Fee schedule.*

(1) *General.* Unless specific fees are otherwise adopted by the City Council, the following schedule of fees is established.

(2) *Signs.*

(a) *Signs.* $37.00 for each sign.

(b) *Windblown signs.* $20.00.

(c) *Sign variance.* Filing fee: $117.00

(3) *Development.* The following application fees are due for each of the following development review submittals:

(a) All concept plats. $367.00

(b) Lot splits or property line adjustments. $400.00

(c) Subsequent technical plat reviews for tabled items, after initial fee in item (d) below. $267.00

(d) All Other Plat Reviews (Concurrent, Preliminary And Final):

Nonresidential	$800.00
25 or less residential units	$933.00
26 or more residential units	$1,367.00

(e) Large Scale Development, Small and Large Site Improvement Plan Reviews. The greater of the two fees shall be applied for instances of mixed-use development:

Nonresidential 5,000 or less sq. ft.	$1,033.00
Nonresidential Over 5,000 sq. ft.	$1,583.00
25 or less residential units	$983.00
26 or more residential units	$1,583.00

(f) Planning Commission Variance:

Before any violation has occurred	$333.00
After any violation has occurred	$633.00

(4) *Grading Permit.* Two (2) reviews are covered with the initial application fee. For each subsequent review, a resubmittal fee shall apply. For review of all changes and plan revision submittals required after permit issuance, a resubmittal fee shall apply.

(a) *Permit Application Fee:*

Size of Disturbed Area	Grading Plan and Permit	Resubmittal Fee
One acre or less	$400.00	$150.00
Per additional acre, up to five acres	$250.00 per acre	$250.00
Per additional acre, greater than five acres and less than 20	$167.00 per acre	$250.00
Per additional acre, greater than 20 acres, up to 40	$100.00 per acre	$250.00
Floodplain grading permit review	$33.00	
Appeals	$133.00	N/A

(b) *Supplementary Permit Fees:*

(i) *Work Without a Permit.* Where work for which a grading permit is required is started or proceeded prior to obtaining said permit, the fees specified herein shall be doubled. Payment of such fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work not from any other applicable penalties.

(ii) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $25.00. For each subsequent re-inspection, the fee shall be double the amount of the previous fee, with a maximum of $200.00. All re-inspect fees must be paid prior to the inspection taking place.

(5) *Zoning.*

Annexation:	
Less than one acre	$333.00
One acre or greater	$500.00
Rezoning:	
Less than one acre	$517.00
One acre or greater	$617.00
Planned Zoning District:	
Less than one acre	$667.00
One acre or greater	$833.00
Conditional use	$400.00
Planning Commission or Board of Adjustment Variance:	
Before any violation has occurred	$233.00
After any violation has occurred	$467.00
Zoning Verification Letter	$67.00

(6) *Streets and Sidewalks.*

Driveway, curb cut, sidewalk, and all other excavation in public right-of-way	$50.00

(7) *Administrative Items.*

General	$57.00
Plan Amendment	$33.00
Project Extension	$33.00
Appeals	$333.00
Master Street Plan Amendment	$333.00

(8) *Floodplain.*

Type of Review	Initial Submittal	Resubmittal Fee (after 2nd submittal)
Development Review	$33.00	N/A
Administrative review(qa)(EC, Fence, Acc. Structure, etc.)	$50.00	N/A
LOMA, LOMR-F	$83.00	$25.00
CLOMR/LOMR	$200.00	$100.00
Appeals	$100.00	N/A

(9) *Vacations.*

Right-of-Way	$433.00
Utility Easement	$367.00
Tree Preservation Easement	$633.00

(10) *Public Notification.* $33.00 per sign

(11) *Building Permits.*

(a) *General Fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(b) *Permit Valuation.*

(i) Permit valuation is the reasonable valuation of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.

(ii) The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, paving, and land cost are not deemed a part of such permit valuation.

(iii) The building permit fee shall be based on the construction valuation as determined by the published Building Code Fee Schedule or as submitted by the applicant, whichever is greater.

(c) *Building Construction.* Building construction fees shall be as set forth in the Building Code, fees appendix, except as set forth below:

Occupant load certificate	$150.00
Demolition permit (commercial)	$117.00
Demolition permit (residential)	$100.00
Temporary C of O (commercial; 30 days)	$183.00
Temporary C of O (residential; 30 days)	$100.00
Footing/foundation only (commercial)	$200.00
Footing/foundation only (residential)	$67.00
Appeal of building official to Construction Board of Adjustment and Appeal	$117.00
Moving permit	$150.00
Permit extension	$67.00
Permit Processing Fees*	

**Permit processing and review fees shall be submitted with all building permit applications as required in the Building Safety Division's Fee Schedule. This fee shall be applied as a credit to the total fees due once the building permit is obtained.*

(d) The Building Official shall administer the collection and reporting of fees as required herein. In the event of whether a fee should be charged or not, the Building Official shall make the final determination.

(e) *Supplementary Permit Fees.*

(i) *Design/Build Fee.* In addition to the permit fees, a design/build fee for fast-track, design-build, and buildings permitted with construction progressing as design and construction plans are in progress shall be $1,200.00.

(ii) *Emergency, Investigative and After Hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be $300.00 and an additional $100.00 per hour after two hours.

(iii) *Outside City Limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be $20.00 per inspection.

(iv) *Work Without Permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be tripled, with a minimum penalty of $250.00. Payment of such triple fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

(v) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $125.00. All re-inspect fees must be paid prior to the inspection taking place.

(f) *Exemptions from Permit Fees.*

(i) *Historical Buildings.*

(a) Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.

(b) The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than fifty (50) years old. This exemption shall apply only to owner-occupied, single-family dwellings where there is to be no change of use or occupancy.

(ii) *Affordable Housing and Homeless Shelters.* Construction of single family, non-profit multi-family supportive housing, and homeless shelters funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals, non-profit multi-family supportive housing, and homeless shelters shall be exempted from payment of building permit fees.

(iii) *City-Owned Facilities.* Construction projects that occur on city-owned properties for facilities that are partially or wholly owned by the city shall be exempted from payment of building permit fees.

(12) *Temporary Closure Permits.* The following application and use fees are due for each of the following requests for closure:

(a) *Application Fees.* A $50.00 application fee shall be due at that time of any request for temporary, street/road closure, partial street/lane closure, parking closure, trail closure, or sidewalk closure.

(b) *Closure Fees.* Due to the impact of closures on functionality of streets, sidewalks and trails, the following use fees shall apply based on the type, length and duration of closure requested:

(i) *Shared-Use Paved Trails and Sidewalks:*

(a) $25.00 per day—Shared-use paved trails.

(b) $25.00 per day—Sidewalks within Entertainment District (sidewalk closures outside the Entertainment District do not require a permit, please coordinate with the Engineering Office for notification and signage).

(ii) *Residential Links, and Alleys:*

(a) $50.00 per day, per impacted lane.

(iii) *Neighborhood Links and Downtown/Urban Streets:*

(a) $83.00 per day, per impacted lane.

(iv) *Regional Links:*

(a) $133.00 per day, per impacted lane.

(c) *Extension Fees.* A $25.00 extension fee shall be due at the time of any request for extension of a temporary closure. Daily closure fees as listed in this section shall also apply to the extension.

(d) Detour route required when one (1) or more lanes will be completely closed, and flaggers are not used to maintain traffic.

(e) A detour route shall be provided for all trail and sidewalk closures requiring a permit per this section.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4323, 6-19-01; Ord. No. 4806, 12-20-05; Ord. No. 5425, 8-2-11; Ord. No. 5724, 12-02-14; Ord. No. 6255, §1, 11-5-19; Ord. No. 6446, §7(Exh. B), 6-15-21; Ord. No. 6577, §§1, 2(Exh. A), 6-21-22; Ord. No. 6578, §1, 6-21-22; Ord. No. 6630, §4, 12-20-22)

EXHIBIT 'B'

CITY OF FAYETTEVILLE

Building Safety Division

125 W. Mountain Street, Fayetteville, AR 72701

(479)-575-8238

FEE SCHEDULE

Notice: All permits described below are subject to a minimum fee of $55.00

Permit Type	Permit Cost per $1,000.00 of Valuation
Commercial Permits	$6.32
Residential Permits	$4.59
Miscellaneous	$10.94
Electrical	$2.03
Gas	$2.03
Mechanical	$3.31
Plumbing	$3.04

Plan Review Fee:
50% of the Permit Fee is required to be paid prior to commencing plan review for Commercial, Residential, and Miscellaneous permits

Craft Education Program:
Per Arkansas State Act 474, a surcharge in the amount of fifty cents ($0.50) per each $1,000.00 of construction authorized on any commercial permit issued by any political subdivision of Arkansas is imposed to financially support the craft education program.

Permit Renewal Fee:

No construction: 100% of permit cost

Through slab: 90% of permit cost

Through framing: 50% of permit cost

Plan Review Resubmittal Fee:

Commercial: $200.00 (after 3rd submittal)

Residential: $100.00 (after 2nd submittal)

Plan Review Revision Fee:

Commercial: $450.00

Residential: $250.00

Pre-Application Plan Review: $200.00

159.01 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover a portion of the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDC.

A~~n alderman~~ councilmember may present a resolution to the City Council to waive or reduce development permit fees otherwise required by this chapter or elsewhere within the Unified Development Code, where it is permitted. If the reduction or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction or waiver of permit fee.

(B) *Fee schedule.*

(1) *General.* Unless specific fees are otherwise adopted by the City Council, the following schedule of fees is established.

(2) *Signs.*

(a) *Signs.* $~~25~~37.00 for each sign.

(b) *Windblown signs.* $~~10~~20.00.

(c) *Sign variance.* Filing fee: $~~25~~117.00

(3) *Development.* The following application fees are due for each of the following development review submittals:

(a) All concept plats. $~~50~~367.00

(b) Lot splits or property line adjustments. $~~200~~400.00

(c) Subsequent technical plat reviews for tabled items, after initial fee in item (d) below. $~~200~~267.00

(d) All Other Plat Reviews (Concurrent, Preliminary And Final):

Nonresidential	$800.00
~~10 or less residential units~~	$~~200.00~~
25 or less residential units	$~~400~~933.00
26 or more residential units	$~~800~~1,367.00

(e) ~~Other Plan~~Large Scale Development, Small and Large Site Improvement Plan Reviews. The greater of the two fees shall be applied for instances of mixed-use development:

Nonresidential 5,000 or less sq. ft.	$~~400~~1,033.00	~~$800.00~~
Nonresidential Over 5,000 sq. ft.	$~~800~~1,583.00	~~$1,125.00~~
~~10 or less residential units~~	~~$200.00~~	~~$525.00~~
25 or less residential units	$~~400~~983.00	~~$725.00~~
26 or more residential units	$~~800~~1,583.00	~~$1,125.00~~

(f) Planning Commission Variance:

Before any violation has occurred	$333.00
After any violation has occurred	$633.00

(4) *Grading Permit.* Two (2) reviews are covered with the initial application fee. For each subsequent review, a resubmittal fee shall apply. For review of all changes and plan revision submittals required after permit issuance, a resubmittal fee shall apply.

(a) *Permit Application Fee:*

Size of Disturbed Area	Grading Plan and Permit	~~Drainage Report Review (if required)~~	Resubmittal Fee
~~Less than 0.5 acre~~One acre or less	$~~75~~400.00	~~$75.00~~	$~~75~~150.00
~~0.51 to 1.0 acre~~Per additional acre, up to five acres	$~~100~~250.00 per acre	~~$100.00~~	$~~100~~250.00
~~Over 1.0 acre~~ Per additional acre, greater than five acres and less than 20	$~~200~~167.00 per acre	~~$200.00~~	$~~200~~250.00
Per additional acre, greater than 20 acres, up to 40	$100.00 per acre		$250.00
Floodplain grading permit review	$33.00		
Appeals	$~~100~~133.00	~~N/A~~	N/A

(b) *Supplementary Permit Fees:*

(i) *Work Without a Permit.* Where work for which a grading permit is required is started or proceeded prior to obtaining said permit, the fees specified herein shall be doubled. Payment of such fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work not from any other applicable penalties.

(ii) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $25.00. For each subsequent re-inspection, the fee shall be double the amount of the previous fee, with a maximum of $200.00. All re-inspect fees must be paid prior to the inspection taking place.

(5) *Zoning.*

Annexation:	
Less than one acre	$333.00
One acre or greater	$500.00
Rezoning:	~~$325.00~~
Less than one acre	$517.00
One acre or greater	$617.00
Planned Zoning District:	
Less than one acre	$667.00
One acre or greater	$833.00
Conditional use	$~~200~~400.00
~~Manufactured home:~~	
~~Initial permit~~	~~$25.00~~
~~Renewal~~	~~$12.50~~
~~Home occupation:~~	
~~Initial permit~~	~~$25.00~~
~~Renewal~~	~~$12.50~~

Planning Commission or Board of Adjustment Variance:	
Before any violation has occurred	$~~100~~233.00
After any violation has occurred	$~~200~~467.00
~~Appeal of Zoning and Development Administrator interpretation~~	~~$100.00~~
Zoning Verification Letter	$~~50~~67.00

(6) *Streets and Sidewalks.*

Driveway, curb cut, sidewalk, and all other excavation in public right-of-way	$~~25~~50.00

(7) ~~*Tree Preservation.*~~*Administrative Items.*

~~Filing fee~~	~~$120.00~~
General	$57.00
Plan Amendment	$33.00
Project Extension	$33.00
Appeals	$333.00
Master Street Plan Amendment	$333.00

(8) *Floodplain* ~~*Determination*~~*.*

Type of Review	~~Grading Plan and Permit~~Initial Submittal	Resubmittal Fee (after 2nd submittal)
Development Review	$33.00	N/A
Administrative review(qa)(EC, Fence, Acc. Structure, etc.)	$50.00	N/A
LOMA, LOMR-F	$~~75~~83.00	$25.00
CLOMR/LOMR	$200.00	$100.00
Appeals	$100.00	N/A

(9) *Vacations.*

~~Filing fee~~	~~$200.00~~
Right-of-Way	$433.00
Utility Easement	$367.00
Tree Preservation Easement	$633.00

(10) *Public Notification.* $33.00 per sign

(~~10~~11) *Building Permits.*

(a) *General Fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(b) *Permit Valuation.*

(i) Permit valuation is the reasonable valuation of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.

(ii) The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, ~~paying~~paving, and land cost are not deemed a part of such permit valuation.

(iii) The building permit fee shall be based on the construction valuation as determined by the published Building Code Fee Schedule or as submitted by the applicant, whichever is greater.

(c) *Building Construction.* Building construction fees shall be as set forth in the Building Code, fees appendix, except as set forth below:

~~Original C of O—new building~~	~~$15.00~~
~~Certificate of completion~~	~~$15.00~~
~~C of O—existing building and/or change of occupancy use~~ Occupant load certificate	~~$25.00~~ $150.00
Demolition permit (commercial)	$~~50~~117.00
Demolition permit (residential)	$100.00
Temporary C of O (commercial; 30 days)	$~~25~~183.00
Temporary C of O (residential; 30 days)	$100.00
Footing/foundation only (commercial)	$~~50~~200.00
Footing/foundation only (residential)	$67.00
Appeal of building official to Construction Board of Adjustment and Appeal	$~~50~~117.00
Moving permit	$~~100~~150.00
~~Administrative/Maintenance Fee~~	~~$25.00~~
Permit extension	$~~50~~67.00
Permit Processing Fees*	~~$200.00~~

~~P~~A ~~p~~ermit processing and review fees shall be submitted with all building permit applications as required in the Building Safety Division's ~~Code~~ Fee Schedule. This fee shall be applied as a credit to the total fees due once the building permit is obtained.

(d) The Building Official shall administer the collection and reporting of fees as required herein. In the event of whether a fee should be charged or not, the Building Official shall make the final determination.

(e) *Supplementary Permit Fees.*

(i) *Design/Build Fee.* In addition to the permit fees, a design/build fee for fast-track, design-build, and buildings permitted with construction progressing as design and construction

plans are in progress shall be ~~equal to one-half the permit fee but shall not be more than~~ $1,~~000~~200.00.

(ii) *Emergency, Investigative and After Hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be $~~20~~300.00 and an additional $100.00 per hour after two hours~~per inspection~~.

(iii) *Outside City Limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be $20.00 per inspection.

(iv) *Work Without Permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein specified shall be ~~doubled~~tripled, with a minimum penalty of $250.00. Payment of such ~~double~~ triple fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

(v) *Re-Inspection.* For a re-inspection to correct a violation(s) and/or if installation is not ready for requested inspections the fee shall be $125.00. ~~For each subsequent re-inspection, the fee shall be double the amount of the previous fee, with a maximum of $200.00.~~ All re-inspect fees must be paid prior to the inspection taking place.

~~(vi) A Temporary Certificate of Occupancy may be issued for a period of up to thirty (30) days for a fee of $25.00. For each subsequent month that a Temporary Certificate of Occupancy is requested by the applicant and granted by the city, a fee shall be imposed that is double the amount of the previous fee, with a maximum of $200.00, until a final Certificate of Occupancy is granted.~~

(f) *Exemptions from Permit Fees.*

(i) *Historical Buildings.*

(a) Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.

(b) The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than fifty (50) years old. This exemption shall apply only to owner-occupied, single-family dwellings where there is to be no change of use or occupancy.

(ii) *Affordable Housing and Homeless Shelters.* Construction of single family, non-profit multi-family supportive housing, and homeless shelters funded wholly or primarily by federal Community Development Block Grants, non-profit service organizations such as Habitat for Humanity, Housing and Urban Development housing loans and similar programs designed to provide affordable, owner-occupied, single family residences to low income individuals, non-profit multi-family supportive housing, and homeless shelters shall be exempted from payment of building permit fees.

(iii) *City-Owned Facilities.* Construction projects that occur on city-owned properties for facilities that are partially or wholly owned by the city shall be exempted from payment of building permit fees.

~~(g) *Electrical.*~~

~~(i) *Electrical Permit Fees.* Fees for permit shall be paid to the city, as follows:~~

~~(a) First four (4) meters, new or replacement, $20.00.~~

~~(b) For each additional meter on a building, $5.00.~~

~~(c) $0.25 per outlet, and $10.00 per inspection with electrical wiring in concrete.~~

~~(d) Neon tube lighting shall be $10.00 for each transformer.~~

~~(e) A minimum fee for any electrical permit shall be $20.00.~~

~~(ii) *Apprentice Electrician.* Registration of an apprentice electrician, $10.00.~~

~~(h) *Gas.*~~

~~(i) *Gas Permit Fees.* Fees for gas permit shall be paid to the city, as follows:~~

~~(a) First five (5) fixtures for $20.00 plus $2.00 for each additional fixture.~~

~~(ii) *Exceptions.* Gas ranges/ovens, domestic clothes dryers, and space heaters not required to have a vent are exempted and gas permits are not required to connect these appliances to an existing gas outlet in an existing piping system.~~

~~(i) *Mechanical Permit Fees.* Fees for a mechanical permit shall be paid to the city as follows:~~

~~Minimum permit fee for the first unit~~	~~$20.00~~
~~Additional units greater than one-third (⅓) horse power~~	~~$5.00~~
~~Fractional horse power mechanical exhaust~~	~~$2.00~~
~~Gas vent per unit~~	~~$5.00~~

~~(j) *Plumbing.*~~

~~(i) *Plumbing Permit Fees.* Fees for plumbing permits shall be paid to the city, as follows:~~

~~(a) First five (5) fixtures for $20.00, plus $1.75 for each additional fixture, and~~

~~(b) $10.00 for each inspection required for plumbing under slab.~~

(~~11~~12) *Temporary Closure Permits.* The following application and use fees are due for each of the following requests for closure:

(a) *Application Fees.* A $50.00 application fee shall be due at that time of any request for temporary, street/road closure, partial street/lane closure, parking closure, trail closure, or sidewalk closure.

(b) *Closure Fees.* Due to the impact of closures on functionality of streets, sidewalks and trails, the following use fees shall apply based on the type, length and duration of closure requested:

(i) *Shared-Use Paved Trails and Sidewalks:*

(a) $25.00 per day—Shared-use paved trails.

(b) $25.00 per day—Sidewalks within Entertainment District (sidewalk closures outside the Entertainment District do not require a permit, please coordinate with the Engineering Office for notification and signage).

(ii) *Residential Links, and Alleys:*

(a) $~~25~~50.00 per day, per impacted lane~~, when detour routes will be required, or full width of alley/street is closed. Where minimum paved width of 20 feet will be provided to maintain two-way traffic, or flagging operations will be used to maintain two-way traffic, no permit is required~~.

(iii) *Neighborhood Links and Downtown/Urban Streets:*

(a) $~~25~~83.00 per day, per impacted lane. ~~Street remains open wide enough to accommodate two-way traffic and no flagging operations are required;~~

~~(b) $50.00 per day, per impacted lane, when flagging operations will be required to maintain two-way traffic;~~

~~(c) $75.00 per day, per impacted lane, when detour routes will be required for one (1) direction of traffic;~~

~~(d) $100.00 per day, per impacted lane, when detour routes will be required for all directions of traffic.~~

(iv) *Regional Links:*

(a) $~~50~~133.00 per day, per impacted lane. ~~Street remains open wide enough to accommodate two-way traffic and no flagging operations are required;~~

~~(b) $75.00 per day, per impacted lane, when flagging operations will be required to maintain two-way traffic;~~

~~(c) $100.00 per day, per impacted lane, when detour routes will be required for one (1) direction of traffic;~~

~~(d) $150.00 per day, per impacted lane, when detour routes will be required for all directions of traffic.~~

(c) *Extension Fees.* A $25.00 extension fee shall be due at the time of any request for extension of a temporary closure. Daily closure fees as listed in this section shall also apply to the extension.

(d) Detour route required when one (1) or more lanes will be completely closed, and flaggers are not used to maintain traffic.

(e) A detour route shall be provided for all trail and sidewalk closures requiring a permit per this section.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4323, 6-19-01; Ord. No. 4806, 12-20-05; Ord. No. 5425, 8-2-11; Ord. No. 5724, 12-02-14; Ord. No. 6255, §1, 11-5-19; Ord. No. 6446, §7(Exh. B), 6-15-21; Ord. No. 6577, §§1, 2(Exh. A), 6-21-22; Ord. No. 6578, §1, 6-21-22; Ord. No. 6630, §4, 12-20-22)

CHAPTER 178: OUTDOOR VENDORS

178.03 Sidewalk Vendors

…

(C) *Permit Application.* Each application for a permit to conduct business on a sidewalk shall be accompanied by a $~~100~~133.00 application and permit fee. Permits issued after July 1st shall be accompanied by a $50.00 application and permit fee. Each permit will expire at 3:00 a.m. on January 1st following the year issued. The permit fee shall be collected prior to issuance of the permit

…

(Ord. No. 5185, 10-7-08; Ord. No. 5321, 5-18-10; Ord. No. 5459, 11-15-11; Ord. No. 5768, 5-5-15; Ord. No. 5979, §§3, 4, 5-16-17)

178.04 Outdoor Mobile Vendors

…

(C) *Mobile Vendor Permit Requirements.* All mobile vendors shall meet the following requirements and submittals prior to approval:

(1) Each application for a permit to conduct a mobile vendor business shall be accompanied by a $~~100~~125.00 permit review and processing fee. Mobile vendor permits shall be issued to the owner of the mobile vendor vehicle. This application will also serve as the vendor's business license that will be processed as such.

…

(Ord. No. 5185, 10-7-08; Ord. No. 5425, 8-2-11; Ord. No. 5498, 05-01-12; Ord. No. 5666, 3-18-14; Ord. No. 5979, §§5, 6, 5-16-17; Ord. No. 6707, §2, 11-21-23)

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

Resolution: 182-24

File Number: 2024-222

IMPLEMENT USER FEE STUDY RECOMMENDATIONS (RESOLUTION OF INTENT):

A RESOLUTION OF INTENT TO IMPLEMENT THE RECOMMENDATIONS OF THE 2024 USER FEE STUDY INCLUDING A FULL COST RECOVERY MODEL, ESTABLISHMENT OF A MASTER FEE SCHEDULE, AND ANNUAL ADJUSTMENT

WHEREAS, Fayetteville has a long and well-established history of charging user fees for a number of City services, including those associated with development review; and

WHEREAS, documentation from as early as the 1980s indicates codified fees for project classes that are still familiar today: lot splits, preliminary plats, large scale developments, and others; and

WHEREAS, in mid-1991, a formal user fee study was initiated but, following a change in the form of Fayetteville's form of municipal government between 1991 and 1992, implementation was delayed with only portions adopted in the mid-1990's; and

WHEREAS, in 2003, the City Council approved a contract for a second user fee study, an element of which focused on Planning and Building Safety; and

WHEREAS, in June 2005, the City Council approved a User Fee Cost Recovery Policy for City Services, but no discernable action was taken, with many fees from 2024 remaining as they existed in 2004; and

WHEREAS, in February 2023, the City Council approved a contract with MGT for an updated user fee study whose core objectives include evaluating and improving the current fee structure, defining the cost of City services, and recommending fees based on the cost of service.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to implement the recommendations of the 2024 User Fee Study including a full cost recovery model, establishment of a master fee schedule, and annual adjustment.

PASSED and APPROVED on July 2, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-175

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff

FROM: Jonathan Curth, Development Services Director
Chris Brown, Public Works Director

SUBJECT: **Request to create additional positions in the Development Services and Public Works Departments.**

RECOMMENDATION:
City staff recommend approval of a resolution to budget four additional positions within the Engineering Division of the Public Works Department and three within the Development Services Department to improve customer service through development review, code compliance, and long-range planning.

BACKGROUND:
Fayetteville's growth has led to many visible impacts, from changes in traffic flows and newly-built subdivisions, to modified infrastructure and new businesses. Less apparent is the volume of increased work this represents for city staff associated with upholding city ordinances, ensuring life-safety standards, and confronting nuisances. Where additional resources and tools have frequently been supported by City Council, ranging from additional staffing to new review software, this has not always kept pace with variable, but steadily increasing workload and application numbers. As a result, response times fall short of customer expectations, reviews extend past due dates, and staff turnover is heightened. As an example, within the Planning Division, no staff member remains that was present at the beginning of 2020. Similarly, the 17-person Building Safety Division includes only four staff that were in the group five years ago. In professional fields where most projects span years, continuity and institutional knowledge are comparable in value to certifications and degrees.

DISCUSSION:
With the above context in mind, staff is proposing seven positions, broken down by organization:

- **Public Works Department**
  - *Engineering Division*
    - Engineering Services Coordinator: The Engineering Services Coordinator is the administrative staff person for the Engineering Division. There is currently one with work load that exceeds capacity. As a result, technical staff, like review engineers, are performing administrative duties in-lieu of performing timely development review and offering prompt responses to resident and applicant inquiries. This position will improve responsiveness of both administrative and review staff.
    - Plans Examiner – Engineering: The ongoing, heightened period of growth in Fayetteville has resulted in increased review times that prove costly to development and, ultimately, residents. Among the increased number of application types are those that do not

require a licensed engineer. This position will improve review times for most classes of project as licensed engineers can then dedicate focus to complex items.

- Public Works Projects Inspector: The Engineering Division currently includes four public works project inspectors with a responsibility to ensure infrastructure requirements are met. The volume of projects requiring inspection has led to inspectors both spending less time on-site during construction and requiring overtime as necessary. Additionally, a lack of availability inspectors during busy times or during staff absences induces delays in construction projects which results in added costs. The addition of this position can reduce construction delays while ensuring the quality and safety of public infrastructure, and reduces the potential for unanticipated repairs.
- Staff Engineer – Unlicensed: As the City continues to grow, development review becomes more cumbersome and the current staff of 2 review engineers cannot keep up. Despite regular and consistent work after hours, customers are experiencing delayed reviews and responses. This position will improve responsiveness to customers and timeliness of reviews.

- **Development Services Department**
  - *Development Review (Planning) Division*
    - Urban Forester*:* The city currently employs one forester in the Parks Department and one in Development Services. While these both ostensibly work on development review and forestry programming, the amount of growth in Fayetteville and the associated permitting and applications has led to limited focus on programming. Additionally, the volume of work has reduced responsiveness and delayed reviews, diminished the ability to monitor citywide canopy loss and other data tracking, and respond to non-applicant resident concerns. This position will support addressing all of the above.
  - *Long-Range Planning Division*
    - Planning Outreach & Communications Specialist: The need for this position is manifold and predicated on a decade and a half of rapid growth with limited staffing dedicated to long-range planning and land use plan implementation. The absence of dedicated staff created a significant implementation and workplan backlog. The results are: limited advancement towards comprehensive plan goals, heightened but unmet resident expectation for participation, and greater demand for cross-departmental collaboration and coordination on planning and CIP projects. This position will increase long-term capacity for planning, public outreach, and communication efforts that currently go unmet or are partially addressed with consultant costs.
  - *Building Safety Division*
    - Code Compliance Officer: Since Code Compliance's integration into Building Safety, case load rose from 1,350 in 2020 to 2,500 in 2022. In 2023 it increased further to 2,600. With rising case loads, Codes ongoing support role for other divisions and departments, and an effort to respond more proactively to resident concerns, an additional officer is needed. This position will support efforts for more timely responses, complaint resolution, and proactive enforcement in areas that pose particular concern if considered instead on a complaints-basis.

With the 2025 Annual Budget, seven positions similar to the above were proposed, but ultimately not recommended or approved. Occurring concurrently with the 2025 Annual Budget's development was the finalization of a user fee study that considered development related licenses, permits, applications, and

services. In acknowledgment of potential revenue realized from the user fee study's implementation, staff is bringing these seven positions forward to offer improved services alongside increased fees.

BUDGET/STAFF IMPACT:
These positions would be funded through the General Fund.

ATTACHMENTS: SRF (#3) , BA (#4)

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

File #: 2025-175

Request to create additional positions in the Development Services and Public Works Departments.

A RESOLUTION TO AUTHORIZE THE ADDITION OF FOUR FULL-TIME EQUIVALENT POSITIONS IN THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT AND THREE FULL-TIME EQUIVALENT POSITIONS IN THE DEVELOPMENT SERVICES DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Fayetteville's growth has led to many visible impacts, from changes in traffic flows and newly built subdivisions, to modified infrastructure and new businesses and this growth has also led to an increase of work for city staff associated with upholding city ordinances, ensuring life-safety standards, and confronting nuisances; and

WHEREAS, where additional resources and tools have frequently been supported by City Council, ranging from additional staffing to new review software, this has not always kept pace with variable, but steadily increasing, workload and application numbers and, as a result, response times fall short of customer expectations, reviews extend past due dates, and staff turnover is heightened; and

WHEREAS, in professional fields where most projects span years, continuity and institutional knowledge are comparable in value to certifications and degrees but, within the Planning Division, no staff member remains that was present at the beginning of 2020; and

WHEREAS, Mayor Rawn proposes the addition of four new positions within the Engineering Division and three within the Development Services Department.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the addition of the following four full-time equivalent positions in the Engineering Division of the Public Works Department:

- Engineering Services Coordinator
- Plans Examiner – Engineering
- Public Works Projects Inspector
- Staff Engineer - Unlicensed

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the addition of the following three full-time equivalent positions in the Development Services Department:

- Urban Forester - Development Review (Planning Division)
- Planning Outreach & Communications Specialist - Long Range Planning Division
- Code Compliance Officer - Building Safety Division

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-175

Item ID

2/18/2025

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

Jonathan Curth	2/5/2025	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Request to approve seven (7) full-time positions in the Development Services and Public Works departments and to approve a budget adjustment.

Budget Impact:

Various	1010 - General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	813,700.00
		Remaining Budget	$	813,700.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	DEVELOPMENT SERVICES (620)	Adjustment Number
2025	Requestor:	Jonathan Curth	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a budget adjustment approving the addition of Seven (7.00 FTE's) and related expenses to be partially offset by an increase in development fees.

COUNCIL DATE: 2/18/2025

ITEM ID#: **2025-175**

Holly Black
2/5/2025 10:39 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202513

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	813,700	813,700				
1010.001.0001-4999.99		176,700			RE	Use Fund Balance - Current
1010.640.6400-4201.00		80,500			RE	Building Permits/Fees
1010.640.6400-4201.00		105,000			RE	Building Permits/Fees
1010.630.6300-4207.00		26,000			RE	Licenses - Business
1010.630.6300-4409.01		121,500			RE	Planning Fees - Drain/Grading Permit
1010.300.3010-4202.00		14,000			RE	Fire Permit - Protection
1010.630.6300-4409.00		161,000			RE	Planning Fees - Planning Office
1010.621.6220-5100.00	134,902				EX	Salaries/Wages - FT, Regular
1010.621.6220-5105.00	8,367	-			EX	Payroll Taxes - FICA
1010.621.6220-5105.01	1,958	-			EX	Payroll Taxes - Medicare
1010.621.6220-5108.00	24,597	-			EX	Emp Insurance - Health
1010.621.6220-5108.01	448	-			EX	Emp Insurance - LTD
1010.621.6220-5108.02	15	-			EX	Emp Insurance - ADD
1010.621.6220-5108.03	466	-			EX	Emp Insurance - Life
1010.621.6220-5109.06	9,986	-			EX	Pension - Retirement Savings
1010.621.6220-5200.00	1,400	-			EX	Supplies - Office/Printing
1010.621.6220-5209.00	19,200	-			EX	Software
1010.621.6220-5210.00	26,500	-			EX	Minor Equipment

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
1010.621.6220-5304.00	7,500	-			EX	Travel & Training
1010.621.6220-5309.02	1,136	-			EX	Lease - Software
1010.621.6220-5310.01	498	-			EX	Utilities - Telephone
1010.621.6220-5331.00	725	-			EX	Motorpool Charges - Maintenance
1010.621.6220-5331.01	2,921	-			EX	Motorpool Charges - Replacement
1010.621.6220-5331.02	523	-			EX	Motorpool Charges - Shop Overhead
1010.621.6220-5331.03	245	-			EX	Motorpool Charges - Shop OH Insurance
1010.621.6240-5100.00	44,213	-			EX	Salaries/Wages - FT, Regular
1010.621.6240-5105.00	2,742	-			EX	Payroll Taxes - FICA
1010.621.6240-5105.01	642	-			EX	Payroll Taxes - Medicare
1010.621.6240-5108.00	8,199	-			EX	Emp Insurance - Health
1010.621.6240-5108.01	147	-			EX	Emp Insurance - LTD
1010.621.6240-5108.02	5	-			EX	Emp Insurance - ADD
1010.621.6240-5108.03	152	-			EX	Emp Insurance - Life
1010.621.6240-5109.06	3,316	-			EX	Pension - Retirement Savings
1010.621.6240-5331.00	725	-			EX	Motorpool Charges - Maintenance
1010.621.6240-5331.01	2,921	-			EX	Motorpool Charges - Replacement
1010.621.6240-5331.02	523	-			EX	Motorpool Charges - Shop Overhead
1010.621.6240-5331.03	245	-			EX	Motorpool Charges - Shop OH Insurance
1010.630.6300-5100.00	48,506	-			EX	Salaries/Wages - FT, Regular
1010.630.6300-5105.00	3,008	-			EX	Payroll Taxes - FICA
1010.630.6300-5105.01	704	-			EX	Payroll Taxes - Medicare
1010.630.6300-5108.00	8,199	-			EX	Emp Insurance - Health
1010.630.6300-5108.01	161	-			EX	Emp Insurance - LTD
1010.630.6300-5108.02	5	-			EX	Emp Insurance - ADD
1010.630.6300-5108.03	167	-			EX	Emp Insurance - Life
1010.630.6300-5109.06	3,638	-			EX	Pension - Retirement Savings
1010.630.6300-5200.00	200	-			EX	Supplies - Office/Printing
1010.630.6300-5209.00	4,800	-			EX	Software
1010.630.6300-5210.00	10,000	-			EX	Minor Equipment
1010.630.6300-5303.00	750	-			EX	Publications & Dues
1010.630.6300-5304.00	4,000	-			EX	Travel & Training
1010.630.6300-5309.02	284	-			EX	Lease - Software
1010.630.6300-5310.01	150	-			EX	Utilities - Telephone
1010.634.6340-5100.00	48,506	-			EX	Salaries/Wages - FT, Regular
1010.634.6340-5105.00	3,008	-			EX	Payroll Taxes - FICA
1010.634.6340-5105.01	704	-			EX	Payroll Taxes - Medicare
1010.634.6340-5108.00	8,199	-			EX	Emp Insurance - Health
1010.634.6340-5108.01	161	-			EX	Emp Insurance - LTD
1010.634.6340-5108.02	5	-			EX	Emp Insurance - ADD
1010.634.6340-5108.03	167	-			EX	Emp Insurance - Life
1010.634.6340-5109.06	3,638	-			EX	Pension - Retirement Savings
1010.634.6340-5200.00	200	-			EX	Supplies - Office/Printing
1010.634.6340-5209.00	4,800	-			EX	Software
1010.634.6340-5210.00	10,000	-			EX	Minor Equipment
1010.634.6340-5303.00	600	-			EX	Publications & Dues

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub# Project	Project.Sub# Sub.Detl	AT	Account Name
1010.634.6340-5304.00	3,500	-			EX	Travel & Training
1010.634.6340-5309.02	284	-			EX	Lease - Software
1010.634.6340-5310.01	150	-			EX	Utilities - Telephone
1010.640.6400-5100.00	39,936	-			EX	Salaries/Wages - FT, Regular
1010.640.6400-5105.00	2,477	-			EX	Payroll Taxes - FICA
1010.640.6400-5105.01	580	-			EX	Payroll Taxes - Medicare
1010.640.6400-5108.00	8,199	-			EX	Emp Insurance - Health
1010.640.6400-5108.01	132	-			EX	Emp Insurance - LTD
1010.640.6400-5108.02	5	-			EX	Emp Insurance - ADD
1010.640.6400-5108.03	137	-			EX	Emp Insurance - Life
1010.640.6400-5109.06	2,996	-			EX	Pension - Retirement Savings
1010.640.6400-5200.00	200	-			EX	Supplies - Office/Printing
1010.640.6400-5209.00	5,100	-			EX	Software
1010.640.6400-5210.00	10,000	-			EX	Minor Equipment
1010.640.6400-5302.00	600				EX	Uniforms/Personal - Equipment
1010.640.6400-5304.00	2,500	-			EX	Travel & Training
1010.640.6400-5309.02	284	-			EX	Lease - Software
1010.640.6400-5310.01	830	-			EX	Utilities - Telephone
1010.640.6400-5331.00	1,220	-			EX	Motorpool Charges - Maintenance
1010.640.6400-5331.01	5,908	-			EX	Motorpool Charges - Replacement
1010.640.6400-5331.02	527	-			EX	Motorpool Charges - Shop Overhead
1010.640.6400-5331.03	358	-			EX	Motorpool Charges - Shop OH Insurance
1010.090.6600-7602.70	129,000	-	59700	1010	EX	Transfers To Funds - Shop
9700.770.1920-5802.00	129,000	-	02078	2025	EX	Vehicles & Equipment - base
9700.770.1920-6602.01	-	129,000	02078	2025	RE	Transfer from Fund - General

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-176

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mayor Molly Rawn

SUBJECT: **Suspension of the Rules for Ordinance Reading Requirement**

RECOMMENDATION:
Mayor Rawn proposes a change to Rule A.7.d of the *City Council Rules of Order and Procedure* so that once an ordinance is read, a motion to suspend the rules, if passed, would move it to the third and final reading

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Suspension of Rules Will Place Ordinance on its Third and Final Reading (#3)

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

File #: 2025-176

Suspension of the Rules for Ordinance Reading Requirement

A RESOLUTION TO AMEND RULE A.7.d. UNFINISHED BUSINESS AND NEW BUSINESS BY ADDING A NEW (3) SUSPENSION OF THE RULES PLACES THE ORDINANCE ON ITS THIRD AND FINAL READING

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends A.7.d. **Unfinished Business and New Business** by adding a (3) **Suspension of the Rules Places the Ordinance on its third and final reading** as follows:

"(3) **Suspension of the Rules Places the Ordinance on its Third and Final Reading**.

When a Motion to Suspend the Rules to advance an ordinance that has been read to another reading, such motion if passed will advance the ordinance to its third and final reading."

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Paul Becker,** Chief Financial Officer
Keith Macedo, Chief of Staff

FROM: **Kit Williams,** City Attorney

DATE: **January 28, 2025**

RE: **Suspension of Rules Will Place Ordinance on its Third and Final Reading**

A.C.A. § 14-55-202 Reading requirement states: "All bylaws and ordinances of a general or permanent nature shall be fully and distinctly read on three (3) different days unless two-thirds (2/3) of the members composing the municipal council shall dispense with the rule."

The City of Fayetteville City Council has longed approved motions to suspend the rules to move a proposed ordinance to its next reading: either the second reading or to the third and final reading. To hopefully shorten the City Council meeting, Mayor Rawn suggests that the *Rules of Order and Procedure* be changed so that once an ordinance is read, a motion to suspend the rules, if passed, would move it to the third and final reading.

This means that the Council need not pass a motion to suspend the rules more than once for an ordinance before it can be voted upon. Council Members may move to table an ordinance on its third and final reading if they are not ready to vote on it during that meeting.

d. Unfinished Business and New Business.

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

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

(3) →

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

8. Smoking Prohibited.

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

9. Cell Phones and Pagers.

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

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

File #: 2025-202

A RESOLUTION TO REQUEST THE ARKANSAS LEGISLATURE ALLOW CITIES TO ENSURE HEALTH AND FIRE SAFETY FOR SHORT-TERM RENTERS AND COMPATIBILITY FOR SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS

A RESOLUTION TO REQUEST THE ARKANSAS LEGISLATURE ALLOW CITIES TO ENSURE HEALTH AND FIRE SAFETY FOR SHORT-TERM RENTERS AND COMPATIBILITY FOR SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS

WHEREAS, as opposed to long term or monthly renters, out of town tourists or visitors do not have a reasonable opportunity to physically walk through a short-term rental to ensure it meets health and fire safety standards including adequate fire exits and alarms before having to pay to rent it; and

WHEREAS, such an out of town tourist or visitor should, like a hotel or motel guest, be protected from an unsafe or unhealthy overnight accommodation, especially regarding necessary fire exits, smoke alarms, etc. by allowing initial health and safety inspections by cities; and

WHEREAS, single family neighborhoods should remain reasonably protected from incompatible structures and hotel-like uses that could lower neighboring homes' property values and endanger the peace, health or safety of neighboring homeowners and long term tenants.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Arkansas Legislature continue to allow cities to conduct initial health and fire safety inspections of short-term rentals because their tenants do not have a long-term renter's ability to physically walk through and inspect a house for such health and safety concerns before paying the rent.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the Arkansas Legislature protect the American Dream of Home Ownership by authorizing planning commissions composed of local citizens to determine whether a proposed short-term rental within a single family neighborhood would be incompatible in that neighborhood or would endanger the peace, health and safety of the neighbors.

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

File #: 2025-202

A RESOLUTION TO REQUEST THE ARKANSAS LEGISLATURE ALLOW CITIES TO ENSURE HEALTH AND FIRE SAFETY FOR SHORT-TERM RENTERS AND COMPATIBILITY FOR SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS

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CivicClerk No.: 2025-202

AGENDA REQUEST FORM

FOR: Council Meeting of February 11, 2025

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO REQUEST THE ARKANSAS LEGISLATURE ALLOW CITIES TO ENSURE HEALTH AND FIRE SAFETY FOR SHORT-TERM RENTERS AND COMPATIBILITY FOR SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS

APPROVED FOR AGENDA:

Approved via email — 2/11/25

Sarah Moore
City Council Member
Date

2/11/25

Kit Williams
Approved as to form
Date

Williams, Kit

From: Moore, Sarah
Sent: Tuesday, February 11, 2025 4:00 PM
To: Williams, Kit
Subject: Re: Short term rental proposed bill filed today - HB1445

Yes, I would support bringing that forward tonight please.

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

CITY OF FAYETTEVILLE ARKANSAS

Report a concern with SeeClickFix:
https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix
Speak up on City projects:
https://speakup.fayetteville-ar.gov/
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Tuesday, February 11, 2025 at 3:38 PM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Subject: RE: Short term rental proposed bill filed today - HB1445

It will come if you wish to sponsor it. It's too much of a policy statement for me to sponsor it.

Kit Williams
Fayetteville City Attorney
479-575-8313

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Tuesday, February 11, 2025 3:36 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: Short term rental proposed bill filed today - HB1445

Thank you Kit. Sounds like this is coming to us tonight then.

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

CITY OF FAYETTEVILLE ARKANSAS

Report a concern with SeeClickFix: